



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, July 28, 2016

3:00 PM

Board Room

Call To Order

Approval of Minutes

1. [16-0628](#) Consideration of Approval of Committee Minutes from May 26, 2016.
2. [16-0623](#) Consideration of a Request to Deny Sanitary Sewer Availability for 1106 Gray Fox Lane (Map 052 Parcel 08002)

Attachments: [Location Map](#)
[2020_001](#)
3. **16-0624** Consideration of DRAFT Amendment No. 3 to the Professional Services Agreement (COF 2013-0001) with CDM Smith for the Water Reclamation Facility

Attachments: COF 2013-0001 Exhibit A Amendment No 3
COF 2013-0001 PSA Amendment No 3
4. [16-0625](#) Consideration of Change Order No. 1 (COF 2015-0062) with Judy Construction for the Water Treatment Plant Modifications Project.

Attachments: [COF 2015-0062 CO#1 WTP](#)
[COF 2015-0062 WTP CO#1](#)
5. **16-0626** Consideration of DRAFT Supplement #1 to TDOT Contract No. 7698 (COF 2011-0051) with the Tennessee Department of Transportation for the Mack Hatcher Northwest Water Line Relocation Contract

Attachments: Submitted COF 2011-0051 Supplement #1 to TDOT Contract# 7698 (Water) for
6. [16-0627](#) Consideration of Supplement #1 to TDOT Contract No. 7697 (COF Contract 2011-0052) with the Tennessee Department of Transportation for the Mack Hatcher Northwest Sanitary Sewer Line Relocation Contract.

Attachments: [COF 2011-0052 Supplement #1 to TDOT Contract #7697 \(Sewer\) Mack Hatcher](#)

7. [16-0621](#) Consideration of a DRAFT Professional Services Agreement (COF 2016-0238) with Barge, Waggoner, Sumner & Cannon, Inc. in the Amount of \$31,755 for the Preliminary Site Design of Fire Station 7 (Goose Creek Area)

Attachments: [Submitted COF 2016-0238 - Firestation AG Center - Scope Exhibit](#)
[Submitted COF 2016-0238 - Firestation AG Center - PSA](#)

8. [16-0603](#) Discussion of Traffic Study Results for East McEwen Drive Between Cool Springs Boulevard/Oxford Glen Drive and Wilson Pike

Sponsors: Engineering

Attachments: [McEwenTraffic_Exhibits.pdf](#)

9. **16-0604** Transportation Projects Status Report

Sponsors: Engineering

10. **16-0605** Water and Sewer Projects Status Report

Sponsors: Engineering

11. **16-0606** Stormwater Projects Status Report

Sponsors: Engineering

Other Business

Adjournment

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

Sanitary Sewer Request
1106 Gray Fox Lane





Request for Water and/or Sewer Availability & Associated Costs

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

Type of Availability Requested:		CHECK ALL THAT APPLY: ☐ Water ☒ Sewer	
Project Name & Subdivision, Section, Lot #	BGA Fleming House		
Map & Parcel(s) #	052 08002		
Property Address:	1106 GRAY FOX LANE		
City Project # (If Applicable)			
# of Dwelling Units (If Residential)	#1		
Applicant's Name & Company	John Abbott, Bottle Ground Academy		
Applicant's Address	1106 Gray Fox Ln.		
Applicant's Email & Phone #	John.Abbott@mybga.org (615) 425-8179		
Anticipated Water Meter Size(s) (see chart on pg. 3).			
Water District:	Mallory		
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet -pg.4			
<i>use additional sheets as necessary</i>			
Anticipated sewage flows: Information Required for Sewer Service			
If County is requiring this request please indicate if you are requesting an approval or denial:	☐ DENY my Request ☐ APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>		

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

Email Application to: EngineeringMBX@franklintn.gov

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

Date Submitted: _____

Proposed Amendment 3

Franklin Wastewater Reclamation Facility

Modifications and Expansion Project

1.0 Project Background

The City of Franklin's (City) Wastewater Reclamation Facility (WRF) Modifications and Expansion Project design is nearing completion. Delays have occurred with regards to securing State Revolving Fund monies because approval of a loan is dependent upon obtaining a National Pollution Discharge Elimination System (NPDES) permit. The issuance of an NPDES permit is delayed because the Tennessee Department of Environment and Conservation desires settlement of the lawsuit between the Harpeth River Watershed Association and the City prior to issuing the permit. A number of the scope items below are related to these delays and associated additional efforts required to work through these funding and permitting issues for the City. In addition, several scope items are related to the anticipated requirements associated with the settlement of the lawsuit.

Another recent development surfaced due to public concerns with regards to existing and proposed odors associated with the WRF. Other scope items noted within are associated with addressing these odor concerns. Additionally, there are a few other scope items associated with changes that were required to finalize the design of the WRF that are also detailed below.

Because of the delays to the WRF project due to the lawsuit/permit/SRF loan issues, the City requested CDM Smith investigate the work associated with splitting the WRF design into two separate sets of contract documents to allow bidding and construction of the non-permit dependent portions of the WRF construction to proceed earlier.

2.0 Scope

Task 1, Odor Control Assistance

The City requested CDM Smith assistance in response to odor complaints regarding the existing water reclamation facility and concerns about odors at the proposed facility. This task consists of two subtasks: 1.1 Assistance with response to odor control issues, and 1.2 Establishing baseline odor conditions. Each of these are described in more detail below.

Task 1.1, Assistance with Public Response to Odor Control Issues

The homeowner's association for the neighborhood (Chestnut Bend Homeowners Association or CBHOA) abutting the treatment plant site hired the consultant, Webster Environmental Associates Inc. or WEA, to evaluate the potential for odor and noise issues associated with the proposed WRF improvements. WEA produced a report identifying several concerns. The City asked CDM Smith to assist with drafting a response to CBHOA and WEA. This task included the following subtasks:

- Public meeting assistance – CDM Smith reviewed the WEA report and researched the comments and questions posed in the report. CDM Smith then prepared a presentation that provided a summary of the proposed improvements, associated potential odor and noise sources, and design components designed to mitigate the associated potential odor

and noise sources. In addition, the presentation addressed each of the primary concerns identified in the WEA report. CDM Smith attended the public meeting with the City staff.

- Cursory evaluation of existing odor sources – A CDM Smith odor control specialist visited the site on February 4, 2016 to perform a cursory walk through and evaluation of potential odor sources.
- Subsequent to the public meeting, WEA provided comments on the presentation slides via the CBHOA. It is our understanding that it will not be necessary to prepare a response to the WEA comments.
- Technical memorandum - Following the above activities CDM Smith prepared a technical memorandum documenting the results and responding to the WEA report comments and questions. In addition, the document presented recommendations for additional actions. This document was submitted to the City in draft form on March 1, 2016. The document will be finalized upon receipt of City comments.

Task 1.2, Establishing Baseline Odor Conditions

The purpose of this task is to define baseline odor conditions for the Franklin WRF and the area immediately around the WRF to provide a benchmark that future conditions can be compared against as a means of judging progress. By “area immediately around the WRF” we are referring to the potential wastewater collection system “breathing” points in the areas adjacent to the treatment plant. The reason we propose including the adjacent wastewater collection system is that we sometimes find that odor issues originate from the adjacent collection system rather than (or as well as) the treatment plant itself. The goal is to differentiate the sources in our baseline characterization such that any future actions can be properly targeted and changes in conditions can be parsed out by area.

This task is broken down into four subtasks: Collection and review of existing data and information, Development of a sampling plan, Odor characterization and quantification (sampling), and Preparation of a baseline odor condition report. These subtasks are described below.

Task 1.2.1, Collection and Review of Existing Data and Information

This subtask includes collection of the historic data and information from the City, including previous air sampling data, odor complaint logs, plant meteorological data, relevant plant process data, relevant operation and maintenance logs, and operation and maintenance manuals for odor control equipment. CDM Smith may also request historic WRF and collection system drawings and specifications that we currently do not have in our files. CDM Smith will work with the City staff to identify and obtain this information. After review of this data and information, CDM Smith’s odor control specialist will hold a conference call with the appropriate treatment plant staff to verify our understanding of the data, information, current plant odor control systems, etc.

Task 1.2.2, Development of a Sampling Plan

CDM Smith will prepare a map showing the proposed sampling locations and a list of sampling parameters for each location and transmit it to the City by email. The map(s) will be existing drawings with dots marking the sampling spots. A conference call will then be held to discuss the

sampling locations, sampling parameters, sample quantities, sampling durations and other general details with the City to develop concurrence on the overall approach.

We will then prepare a draft sampling plan documenting the specific details of the sampling event. The draft plan will be reviewed by a senior odor control specialist and revised accordingly. The draft plan will then be transmitted to the City for review. A conference call will be held to discuss any comments and then the sampling plan will be finalized.

Task 1.2.3, Sampling (Odor Characterization and Quantification)

Prior to beginning sampling, the odor control specialist will meet with the plant personnel to go over the sampling plan and coordinate access requirements and required assistance. This meeting will include a tour of the plant to verify concurrence on exact sampling locations and details. We assume that the following sampling will be performed:

- Liquid Phase Measurements – These will include measurement of dissolved sulfide (measured with a LaMotte Kit), pH, oxidation reduction potential, and temperature. All measured onsite. BOD data will be obtained from Plant records. We assume that measurements will be taken at up to five locations in the treatment plant and up to eight in the collection system.
- Vapor Phase Measurements – The following vapor phase measurements will be taken:
 - o Hydrogen Sulfide Logging – Hydrogen sulfide will be measured using hydrogen sulfide logging instruments (Odalogs) that will be placed at up to eight locations (some onsite and some offsite). The Odalogs will be allowed to remain in place for ten to fourteen days and then retrieved and downloaded.
 - o Hydrogen Sulfide Discreet Samples – An Interscan Hydrogen Sulfide Analyzer and a Jerome Gold Film Hydrogen Sulfide Analyzer will be used to take discrete hydrogen sulfide measurements from potential fugitive emission sources and to quantify the strength of the odor samples taken for laboratory analysis.
 - o Tedlar bag Samples – Up to 12 Tedlar bag samples will be collected and sent to St. Croix Sensory, Inc. for analysis in accordance with EN 13725:2003 “Air Quality – Determination of Odour Thresholds by Dynamic Dilution Olfactometry”
 - o Air Flow Measurement - For each sample collected, measurements will be taken to allow the calculation of an emission rate from the sampled source.

We made the following assumptions for pricing of the odor sampling event:

- A CDM Smith odor control specialist will be onsite for two full days to meet and coordinate with plant staff, perform all liquid phase sampling, place all hydrogen sulfide logging instruments, and perform the discrete sampling. All sampling equipment will be supplied by CDM Smith.
- The hydrogen sulfide logging instruments will be left in place for ten to fourteen days and thus will be rented for fourteen days.

- A local CDM Smith staff member will retrieve and download data from the hydrogen sulfide logging instruments at the end of the established logging period.

After completion of non-data logging sampling, bag samples will be packed and shipped to the appropriate laboratories and sampling equipment and materials will be packed and shipped back to the equipment rental company or the CDM Smith office. After completion of data logging field sampling, data will be downloaded from the loggers and the loggers will be packed and returned to the rental company.

Task 1.2.4 Preparation of a Baseline Odor Condition Report

CDM Smith will prepare a draft Baseline Odor Condition Report plan which will then be technically reviewed by a senior operations and maintenance specialist and a senior biological process engineer. The plan will then be revised and sent in electronic form to the City for review. Subsequently, CDM Smith will hold a conference call with the City to discuss input and then finalize the report. Meeting notes will be provided, but no formal response to comments will be provided. Four hard copies of the final document will be provided to the City along with one electronic copy in pdf format.

Task 2, Added Technical Evaluations and Assistance

Certain evaluations were performed to assist with decision making for the design and operations of the proposed sludge management system. These are summarized below.

Task 2.1, Biological Process Modeling to Account for Change from Traditional Anaerobic Digestion to Thermal Hydrolysis

The design for the liquids treatment process was well underway when the alternatives analysis for selection of the biosolids management processes was completed. Moving the liquids design ahead was necessary to meet the contractual schedule. Up to that point it was assumed that the biosolids management would include anaerobic digestion, but not thermal hydrolysis. However, the selected alternative did include thermal hydrolysis. With the addition of thermal hydrolysis, the anticipated level of nutrients in the filtrate from the sludge dewatering processes increased and therefore the level of nutrients being returned to the head of the plant would be increased. As such, it was necessary to re-perform all of the biological process modeling.

Task 2.2, Evaluation of Staffing Levels for the New Sludge Management Facilities

The new sludge management facilities will require additional operations and maintenance staff, and in some cases will require types of skills that are not possessed by the current staff. To be proactive and to clearly define the implications of design decisions on operations, the City asked CDM Smith to perform a staffing analysis to identify the level and type of staffing necessary. This evaluation was performed by the CDM Smith operations and maintenance group and was supported by CDM Smith engineering staff.

Task 2.3, Evaluation of Emergency Operation Approach

During design development, CDM Smith recognized the need to define emergency operating conditions to properly size the plant water booster pumping and piping system and certain other infrastructure components. Consequently, CDM Smith worked with the City to define what an emergency situation would look like and what would operate and at what level during and

emergency situation. This information was in turn used to establish a second set of design criteria for the design. In addition to engineering staff, this evaluation also relied heavily on the CDM Smith operations and maintenance staff.

Task 2.4, Evaluation of Seed Source for the Digesters

Normally digester sludge from local treatment facilities is used as seed to establish the microbial culture necessary for starting up a new anaerobic digester system. However, the sludge to be treated in this case will be conditioned using thermal hydrolysis and will be different from sludge that is treated in a conventional anaerobic digester. Since the sludge is different, the microbial culture in the digester will be different. This task involves evaluation of options for obtaining seed and for establishing the appropriate microbial culture. A technical memorandum will be prepared to document this evaluation and submitted to the City electronically for review. A conference call will be held with the City to discuss the memorandum and then CDM Smith will prepare and electronically submit the final technical memorandum.

Task 2.5, Evaluation of Level of Training Required for THP Facilities

CDM Smith evaluated the level of training that would be required for the new THP facilities as well as the remote assistance provided by CAMBI. A technical memorandum will be prepared to document this evaluation and will be submitted to the City electronically for review. A conference call will be held with the City to discuss the memorandum and then CDM Smith will prepare and electronically submit the final technical memorandum.

Task 2.6, Assistance with New Laboratory Concept Development

New laboratory space is included as part of the Solids Processing Building design. The design intent was to provide empty rooms that would be equipped at a later date. However, to make sure that the rooms provided properly accommodate the City's needs, CDM Smith recommended that more detailed concepts be developed. This task included CDM Smith developing detailed concepts with the City and included the following subtasks:

- Field visits and interviews with laboratory staff
- Identification of testing and reporting requirements from facility's NPDES permit
- Checks of local code requirements for the laboratory space
- Development of preliminary equipment list for fully functional liquid and solids treatment laboratory
- Discussion and finalization of equipment list with the City
- Expansion of final equipment list to include design requirements for CDM Smith team, including equipment footprints; electrical, plumbing and ventilation requirements; and grouping of common equipment into rooms
- Calculation of costs for the final list of lab equipment, and inclusion of an allowance in the bid documents

Task 3, Design Modifications

Additional design work will be necessary to address the odor control design modifications recommended during the assistance with addressing odor control issues task and to add fire suppression sprinkling to the Biosolids Processing Building per the Fire Marshall. In addition, the structural design scope had to be expanded to address raising of the steam and digester gas piping to above grade pipe racks and other changes. These are described in more detail below.

Task 3.1, Odor Control Design Modifications

One of the recommendations of the odor evaluation report produced under Task 2 is to modify the design of the biosolids area odor control system and the solar dryers to allow the City to more easily retrofit each of these should additional odor control measures be necessary. The recommended odor control design modifications are in response to the Chestnut Bend neighborhood concerns over potential odors. CDM Smith's odor control specialist believes that current design for the biosolids area odor control is appropriate for the anticipated odor potential. In addition, not providing odor control for the solar dryer system is consistent with the configurations that have been employed by the major solar dryer manufacturers at their other installations and consistent with what we believe is necessary. CDM Smith recommends modifying the current designs such that the originally proposed biosolids odor control system can be more easily expanded and/or odor control can be more easily added to the proposed solar dryer if this is actually needed. The specific scope for this task is explained in the following paragraphs.

The currently proposed odor control system for the biosolids area is a two stage scrubber system utilizing sodium hypochlorite and caustic solutions. This task would include modifying the design to accommodate future retrofitting of the system to include a third scrubber compartment (stage) utilizing a sulfuric acid scrubber solution. This will require modifying the system layout and the surrounding layout to provide the space for the third compartment, a sulfuric acid storage tank, and sulfuric acid metering pumps. We anticipate that these modifications to the design will require modification of 8 drawings (3 civil, 1 structural, 2 process mechanical, 1 electrical, and 1 instrumentation and control).

The current solar dryer design does not include odor control. CDM Smith recently worked with the selected solar dryer supplier to establish an odor control system design that can be added should odor be a problem. CDM Smith does not believe that odor will be a problem, however making the system easy to retrofit should be relatively simple and inexpensive. This task includes working with the supplier to identify the changes to the structure necessary to allow easy retrofit and identifying space and power needs for the potential future retrofit to allow adjusting the civil and electrical drawings accordingly. We anticipate that these modifications to the design will require modification of 8 drawings (3 civil, 2 structural, 2 process mechanical, 1 electrical). In addition, this task includes assistance with negotiation of cost differences with the supplier and assistance with modifying the supplier's preselection agreement.

Although these modifications impact a lot of drawings, we believe these changes will be equivalent in effort to creation of two new drawings for the odor control system and two new drawings for the solar dryer system. The changes won't include the design of the potential expansions, but instead will consider the changes needed to allow easier retrofitting in the future,

if needed. For example, the concrete structure for the biosolids odor control system would be modified slightly to allow extending the containment area and knocking out one of the walls constructed during the current construction.

Task 3.2, Addition of Fire Sprinkling to Solids Processing Building

The Fire Marshall has decided to require fire suppression sprinkling for the Solids Processing Building. This change will require addition of four fire protection drawings, modification of one plumbing drawing, modification of seven architectural drawings, modification of three electrical drawings, modification of one process mechanical drawing, and modification of one general drawing. Also, two specification sections will have to be added and others will have to be modified. The potable water system hydraulic model will have to be checked to verify that no water main size changes will be necessary. We have assumed that no water main size changes will be necessary and therefore no changes to the civil drawings will be necessary.

Task 3.3, Additional Structural Analysis and Design

This task includes addition of drawings for a canopy over the thermal hydrolysis process (THP) and above grade pipe racks along several corridors in the biosolids processing area. The original design scope assumed that the thermal hydrolysis system would be located on a slab with no cover. However, after visiting several facilities the City staff felt it would be best to provide a canopy over the THP area. As a result, the design of an open sided covered structure with partial walls was designed. Two drawings were added and one drawing was modified for this design.

The original scope assumed that piping between buildings and other structures would be below grade. However, during design it was determined that placing certain piping on elevated pipe racks, especially digester gas piping and steam piping, would be advantageous as it would reduce the depth and cost of the gravity sewer systems and make access to piping easier. Digester gas and steam piping requires condensate blow off points that require gravity drainage to the sewer system. Placing these pipes underground would drive the gravity sewer deeper below grade and would also require addition of a pump station to convey drainage to the head of the plant. This change required addition of six drawings and modification of two drawings.

Task 4, Additional Permitting and SRF Assistance

The original scope included preparation of a single set of drawings for the SCADA work and the wastewater reclamation facility. At some point it was decided to split the collection and distribution system SCADA work out separately as that would allow starting that portion of the construction earlier. Although it will allow earlier construction of the SCADA improvements, the splitting of the drawings also resulted in creation of a separate state revolving fund (SRF) process. Therefore, preparation of separate SRF documentation for the SCADA work was necessary, including financial submittals, environmental submittals, fiscal sustainability plan, cost effective certification, green business model, etc. In addition to creation of a separate set of documents, coordination of a separate process is also necessary.

A similar situation occurred for the work at the wastewater reclamation facility. The SRF process for the WRF has been delayed due to delays in the NPDES permitting, which is a result of the resolution of the lawsuit dragging out. Discussions with the SRF staff led to development of a concept where the WRF bid set would be split into two separate bid documents to allow funding

and construction of non-NPDES permit dependent components earlier. As with the SCADA work, separate SRF documentation would have to be developed and a second SRF process would have to be managed. It has now been decided that splitting of the WRF project into two projects will not be necessary, however, a significant amount of effort was expended toward the splitting of documents and setting up and managing the second SRF process prior to the decision to truncate the splitting process.

A third item under this task includes working with TDEC to introduce them to the proposed thermal hydrolysis process (THP) and increase their comfort and understanding of the intricacies of the process. This is necessary because this is a relatively new technology with no operating systems in Tennessee. Therefore, TDEC has not really been exposed to the process. It was originally contemplated that we would work with TDEC during construction and startup to introduce them to the intricacies of the THP process. However, during the ongoing SRF process TDEC has required additional data and clarification on THP functionality and performance.

As a result, CDM Smith has been engaged to meet with TDEC to address their concerns. Two meetings have been set up and CDM Smith has been assembling operating and testing data from a Cambi system in Washington D.C. CDM Smith will bring in a subject matter expert on the THP process for these two meetings and will produce meeting minutes for each meeting. We have also assumed that one conference call will be held prior to each meeting to prepare for the meeting. Each conference call and meeting will be attended by the CDM Smith subject matter expert, the project manager, and the client service leader.

Task 5, Initial Assistance with TMDL Report Update for Phosphorus

The current TMDL study addresses nitrogen, but not phosphorus. The settlement agreement associated with the NPDES permit is expected to include a requirement for modification of the existing TMDL study to include consideration of phosphorus. This task includes initial assistance associated with the study. The scope of work for the TMDL work cannot be defined at this time, so we propose establishing an allowance of \$25,000 to provide assistance in defining the study and providing assistance with the initial steps.

Task 6, Development of Phasing Concepts

Prior to proceeding with the concept of splitting the previously designed project into two phases, CDM Smith was asked by the City to evaluate the practicality of splitting the project into two projects and identify the guidelines to be used in deciding where to split the work. For example, a portion of the overarching electrical infrastructure has to be constructed in Phase 1 to effectively serve the Phase 1 improvements. The division of the physical improvements had to be carefully determined to make sure the resulting Phase 1 design would operate as intended on its own and could be transitioned into Phase 2 without an unreasonable impact on overall cost. Once it was determined to be practical and the goals were established the CDM Smith team planned for and held two sessions and several sub sessions to establish two separate drawing and specification lists. CDM Smith also performed a high level evaluation of the previous opinion of probable construction cost estimates to provide the City with information on the split of capital costs between Phases 1 and 2.

3.0 Time of Completion/Schedule

The proposed schedule for each of the eight tasks is presented in the Table 1, below.

Table 1
Task Schedules

Task	Status and Completion Schedule
Task 1.1, Assistance with Public Response to Odor Control Issues	Completed
Tasks 1.2, Baseline Odor Sampling	Within 18 weeks of Notice to Proceed (NTP)
Task 2, Added Technical Evaluations	Mostly completed. Remaining two memorandums will be transmitted to the City by July 31, 2016.
Task 3, Added Design Components	The added structural design is complete. The odor control changes and the fire suppression changes will be completed within 60 days of notice to proceed.
Task 4.1, Addition of SCADA to SRF Process	The SCADA SRF pre-bidding work will be complete no later than July 31, 2016 and the bid tab will be submitted to the SRF within 60 days of loan approval.
Task 4.2, Additional SRF Process Effort Due to Splitting of WRF Design	Work will be complete by May 24, 2017.
Task 5, Initial Assistance with TMDL Report Updates for Phosphorus	Work schedule cannot be established at this time.
Task 6, Development of Method for Splitting of Drawings and Specifications	Completed

4.0 Compensation and Payment

The work in this amendment will be performed for a not to exceed budget of \$484,230. A breakdown of the cost for this amendment is provided in Table 2. The work will be performed on a billing rate basis in accordance with the rates established in the contract.

AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE FRANKLIN WASTEWATER RECLAMATION FACILITY
COF Contract No. 2013-0001

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

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement entitled City of Franklin, Tennessee Professional Services Agreement, Wastewater Reclamation Facility Modifications and Expansion Project (COF Contract No. 2013-0001) ("Agreement"), dated March 3, 2013, at a fee not to exceed \$2,967,150.00; and

WHEREAS, the City and Consultant modified the Agreement as approved by Amendment No. 1 to the Agreement dated May 27, 2014, at a fee not to exceed \$2,293,000.00; and

WHEREAS, the City and Consultant modified the Agreement as approved by Amendment No. 2 to the Agreement dated November 10, 2015, at a fee not to exceed \$740,500.00; and

WHEREAS, during the final stages of the engineering (design) of the Project the Consultant and City staff determined that there is a need for a revision in the Scope of Services for the Agreement to add Task 1, Task 2, Task 4, Task 5, and Task 6 as found in Exhibit A, Amendment 3 Proposal (attached and made a part hereto); and

WHEREAS, the additional Tasks for this Amendment as listed have multiple sub-parts which are described in Table 1 as found in Exhibit A; and

WHEREAS, the Consultant has presented to the City staff a summary of costs that breaks down the anticipated work effort for each Task (Table 2) as found in Exhibit A; and has been reviewed by City staff and appears to be appropriate for the work required for the completion of the Tasks; and

WHEREAS, City staff feels the Task Values as present in Table 2 of Exhibit A are appropriate for the anticipated work required for the Scope of Services revisions as presented in the Amendment of the Agreement.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.

2. Consultant's Responsibilities and Duties. The Consultant shall perform the work as proposed in the Scope as found in Exhibit A. Exhibit A shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. The City shall pay the Consultant in an amount not to exceed Four Hundred Eighty Four Thousand Two Hundred Thirty and No/100 Dollars (\$484,230.00) for the additional Services as described in Exhibit A for Task 1, Task 2, Task 3, Task 4, Task 5 and Task 6.

4. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in the Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of Force Majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following, as further described below: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; order or restraints of any kind of the government of the United States or of the State or and of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party. The parties agree to use The Old Farmer's Almanac, Nashville International Airport

(<http://www.almanac.com/weather/history/TN/Nashville/2016-07-18>)

to determine whether weather conditions constitutes a force majeure. If, on a particular date, thunder, tornadoes and fog are recorded, or if total precipitation exceeds one half inch, then it shall constitute a force majeure.

5. Equal Employment Opportunity. In connection with this Amendment and the project, 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 Consultant is employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin,

disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant shall insert the foregoing provision in all contacts relating to this Amendment or project.

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

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

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

In the cast of the City:
City of Franklin
Attn: Mark Hilty
124 Lumber Drive
Franklin, TN 37065
(615) 794-4554
Mark.hilty@franklintn.gov

In the case of Consultant
CDM Smith
Attn: Zack Daniel
Parkway Towers
210 25th Ave N, Ste 1102
Nashville, TN 37203
(615) 771-2466
DanielZA@cdmsmith.com

9. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or

forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

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

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

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

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

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

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

16. All other provisions of the Agreement dated March 4, 2013, Amendment No. 1 dated May 27, 2014, and Amendment No. 2 dated November 10, 2015, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

CDM Smith

By: _____

Dr. Ken Moore

Mayor

By: _____

Print Name _____

Title: _____

Attest:

Eric S. Stuckey

City Administrator

Approved as to form:

Shauna R. Billingsley

City Attorney



SMITH
SECKMAN
REID, INC.

CHANGE ORDER NO. 001

Date Issued:	4/13/2016	Effective Date:	
Project:	WTP Modifications	Contract No.:	2015-0062

Owner:	City of Franklin	Owner's Project No.:	2015-0062
Engineer:	Smith Seckman Reid, Inc.	SSR Project No.:	12-41-013.0
Contractor:	Judy Construction Co.	Government Project No.:	N/A

The contractor is hereby authorized and directed to make the changes described below, and agrees to furnish all labor, materials, and equipment to accomplish the changes in accordance with the applicable portions of the Contract Documents for this project.

Description of Change (Including Location and Reasons Therefore):

See attached "Change Control Forms."

In executing this change order, it is mutually agreed that the amounts provided for herein will be accepted by the contractor as full compensation for all known costs associated in the work, including all direct and indirect costs, and any and all known costs associated with delays or additional time, if any, which may be required as a result of said changes.

	AMOUNT		CONTRACT TIME
Original Contract Price	\$14,018,000.00	Substantial Completion Date Prior to Change Order	10/25/2017
Contract Price Prior to Change Order	\$14,018,000.00	Final Payment Date Prior To Change Order	11/24/2017
Net Amount This Change Order	-\$171,937.53	Net Time This Change Order	56 days
Revised Contract Price	\$13,846,062.47	Revised Substantial Completion Date	12/20/2017
		Revised Final Payment Date	1/19/2018

Recommended By:

Engineer

4/13/2016

Date

Accepted By:

Contractor

4/13/2016

Date

Approved By:

Owner

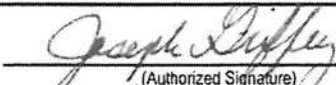
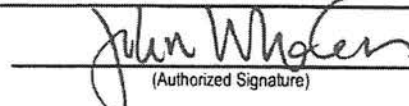
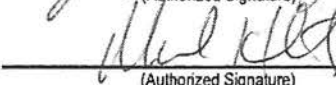
Date

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469



CCF# **001**
Date Issued: **9/23/15**

CHANGE CONTROL FORM (CCF)

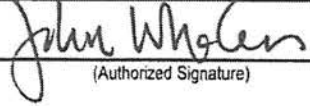
Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Supplier of Granular Activated Carbon Pressure Contactors shall be Calgon Carbon Corporation.			
(Attach Supporting Documentation)			
Requested By:	OWNER		
This Document is a:	CONTRACTOR CHANGE REQUEST		
Drawing(s) Reference:	n/a	Spec. Reference:	46 61 21
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☒ No Change in Contract Amount is required.	☐ A Change in Contract Amount is required: Add/Deduct (Circle One)		\$0.00
☒ No Change in Contract Time is required.	☐ A Change in Contract Time is required:		days
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance	☐ Recommends Rejection
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
Phone: (615) 383-1113 | Fax: (615) 386-8469

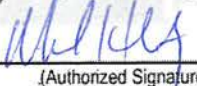


CCF# **002**
Date Issued: **9/23/15**

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Owner elects to utilize Jim Myers & Sons, Inc. as supplier of Sludge Collectors.			
(Attach Supporting Documentation)			
Requested By:	OWNER		
This Document is a:	CONTRACTOR CHANGE REQUEST		
Drawing(s) Reference:	n/a	Spec. Reference:	46 43 79
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.		☒ A Change in Contract Amount is required: Deduct \$60,000.00	
☒ No Change in Contract Time is required.		☐ A Change in Contract Time is required: _____ days	
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance ☐ Recommends Rejection	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

CHANGE CONTROL FORM (CCF)

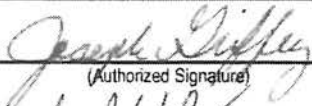
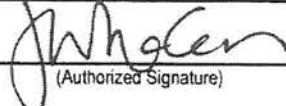
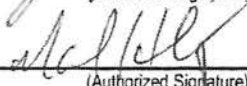
Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Owner elects to remove Facility Online Training, Section 01 79 00.			
(Attach Supporting Documentation)			
Requested By:	OWNER		
This Document is a:	CONTRACTOR CHANGE REQUEST		
Drawing(s) Reference:	None	Spec. Reference:	01 79 00
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:			
☐ No Change in Contract Amount is required.		☒ A Change in Contract Amount is required: Deduct \$119,275.00	
☒ No Change in Contract Time is required.		☐ A Change in Contract Time is required: _____ days	
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance ☐ Recommends Rejection	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
Phone: (615) 383-1113 | Fax: (615) 386-8469



CCF# **005**
Date Issued: **12/2/15**

CHANGE CONTROL FORM (CCF)

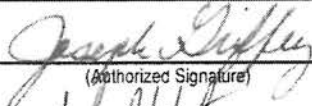
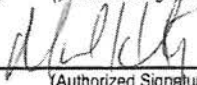
Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Credit to Owner for unused portion of Utility Relocation Cash Allowance.			
(Attach Supporting Documentation)			
Requested By:	ENGINEER		
This Document is a:	REQUEST FOR PROPOSAL (RFP)		
Drawing(s) Reference:	None	Spec. Reference:	01 21 00
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.		☒ A Change in Contract Amount is required: Deduct \$836.55	
☒ No Change in Contract Time is required.		☐ A Change in Contract Time is required: _____ days	
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance ☐ Recommends Rejection	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469



CCF# **006**
Date Issued: **12/2/15**

CHANGE CONTROL FORM (CCF)

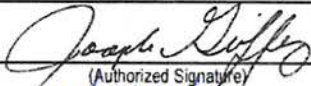
Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Cost of AT&T relocation work.			
(Attach Supporting Documentation)			
Requested By:	ENGINEER		
This Document is a:	REQUEST FOR PROPOSAL (RFP)		
Drawing(s) Reference:	None	Spec. Reference:	None
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add	\$2,639.02	
☒ No Change in Contract Time is required.	☐ A Change in Contract Time is required:		days
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance	☐ Recommends Rejection
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:			Date:
Authorized by Owner:			Date:
Accepted by Contractor:			Date:
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:			Date:
Directed by Engineer:			Date:
Accepted by Contractor:			Date:

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469

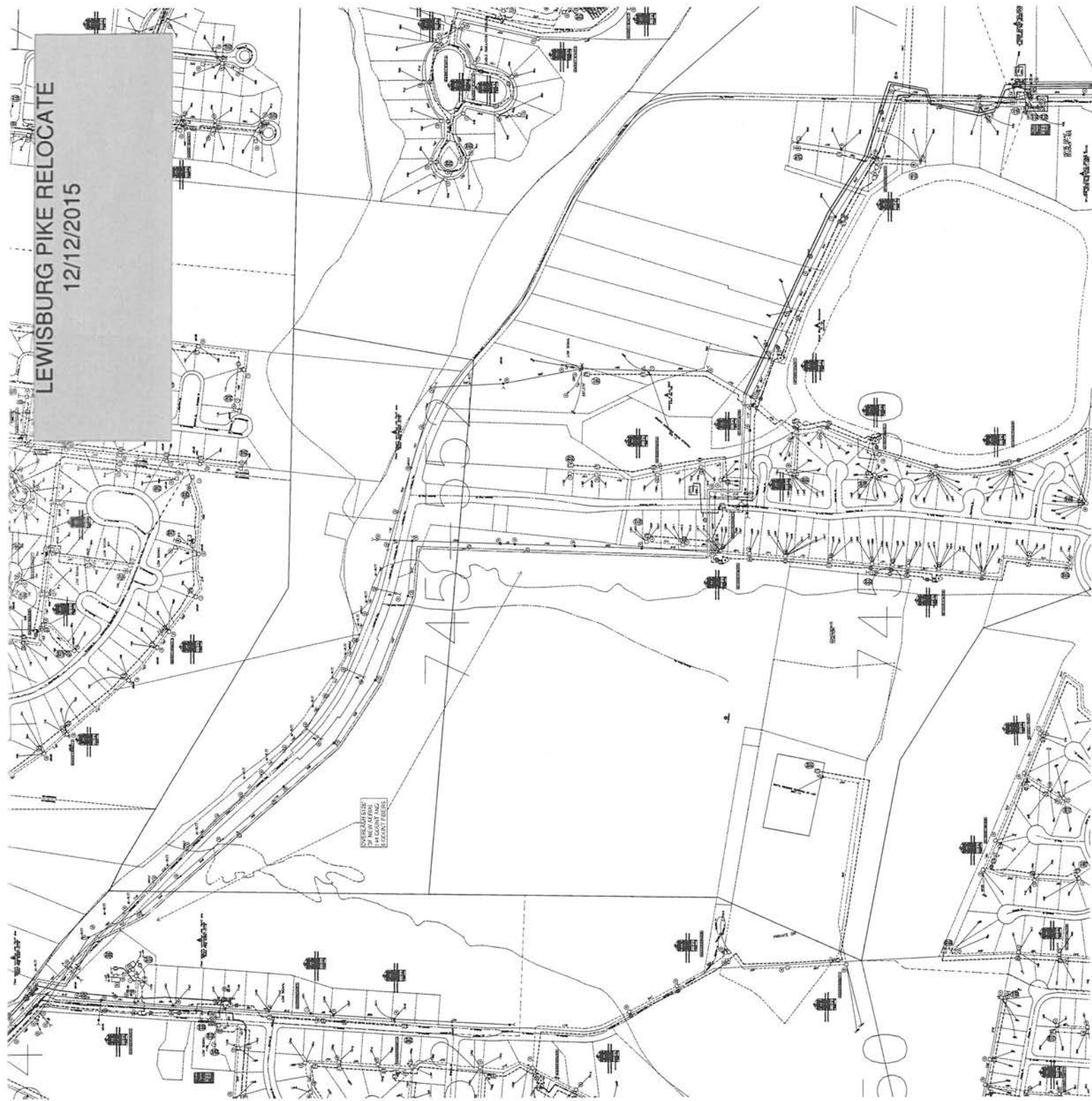


CCF# **007**
Date Issued: **4/13/16**

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Time extension associated with delays in relocating existing utilities in conflict with proposed work. Recommendation on Contractor request for General Conditions cost adjustment associated with these delays as outlined in the attached letter is deferred until a date closer to Substantial Completion.			
(Attach Supporting Documentation)			
Requested By:	CONTRACTOR		
This Document is a:	CONTRACTOR CHANGE REQUEST		
Drawing(s) Reference:	None	Spec. Reference:	None
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:			
☐ No Change in Contract Amount is required.		☐ A Change in Contract Amount is required:	
☐ No Change in Contract Time is required.		☒ A Change in Contract Time is required: 56 days	
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance ☐ Recommends Rejection	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

LEWISBURG PIKE RELOCATE
12/12/2015



OVERLAYS
OF NEW AREA
PLANNED
PROJECTS



P.O. BOX 457 CYNTHIANA, KENTUCKY 41031
Telephone (859) 234-6900 Fax (859) 234-3480
www.judyconstructionco.com

March 21, 2016

Smith Seckman Reid, Inc.
2995 Sidco Drive
Nashville, TN 37204
Attn: Andrew Johnson

**Ref: City of Franklin, Tennessee
Water Treatment Plant Modifications (COF No. 2015-0062)
Construction Delays**

Dear Andrew,

This letter is to follow-up to our previous correspondence concerning delays to the project construction schedule and to formally request a time extension.

The relocation of the utility lines has been the biggest problem and is the source of most of the delay. Judy Construction Company, Smith Seckman Reid, and the City of Franklin have all worked diligently to relocate the utility lines as quickly as possible; the topic was first discussed at the Pre-Construction Conference. MTEMC was able to remove the power lines on December 22, 2015; nearly two months after the Notice to Proceed. Comcast removed their line 130 days after the NTP on March 4, 2016. We were able to work during this time however we were not always working on critical path items and critical work took longer than it should have (attempting to work below or near utility lines). When reviewing the work completed to date, it's apparent the relocation of the utility lines should add 7 weeks to the duration of the project.

Unfortunately the delays caused by the utility line relocation have also been detrimental to Judy Construction Company in terms of cost. Our monthly operating expense is high and occurs whether or not we're making progress. These costs include supervision, supervision insurance, travel expenses, pickup truck, etc. Please consider reimbursing us for a portion of our losses. We're asking to be reimbursed for 5 weeks out of the 7 weeks lost. Out of those 5 weeks, we're only requesting a portion of our cost per week. We request \$13,035 to be included for General Condition cost towards the time extension Change Order.

The replacement of the waste line (CCF 011) is another item that caused significant delay to the project. The existing line had deteriorated, requiring replacement and not all lines were correctly shown on the contract drawings. It took more than six weeks to evaluate the best



Celebrating 40 Years of Business



plan for replacement, estimate the cost for approval, and receive the required materials. Replacement of the waste line requires at least one week added to the contract.

To conclude, we request at least 8 weeks (56 days) be added to the contract time to cover the delays noted above. We're also hopeful to recover a portion of our losses due to the delays in the amount listed above. Please review and let us know if you agree. If you have any questions please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "John F. Whalen II". The signature is fluid and cursive, with a long horizontal stroke at the end.

John F. Whalen II
Project Manager

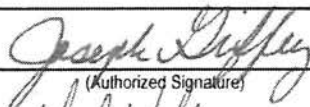
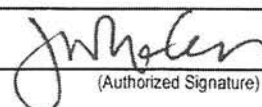
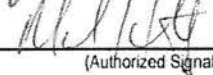
cc: Steve Judy
Ben Williams
Macy Gibson

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
Phone: (615) 383-1113 | Fax: (615) 386-8469

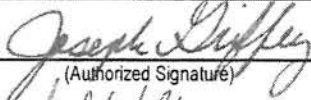
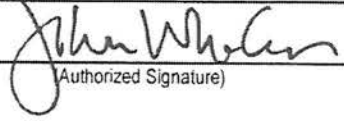
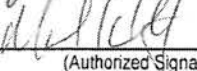


CCF# **008**
Date Issued: **12/7/15**

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Clarification for the connection of the feeders to the motor leads of the Raw Water Pumps.			
(Attach Supporting Documentation)			
Requested By:	ENGINEER		
This Document is a:	REQUEST FOR PROPOSAL (RFP)		
Drawing(s) Reference:	ES1.0, E6.1	Spec. Reference:	NA
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract Cost and Contract Times:			
☒ No Change in Contract Amount is required.	☐ A Change in Contract Amount is required:		
☒ No Change in Contract Time is required.	☐ A Change in Contract Time is required: _____ days		
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance	☐ Recommends Rejection
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

CHANGE CONTROL FORM (CCF)

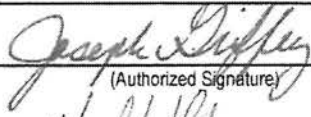
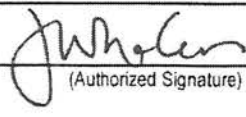
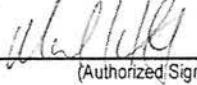
Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Relocate the existing MCC that services the existing High Service Pumps.			
(Attach Supporting Documentation)			
Requested By:	CONTRACTOR		
This Document is a:	CONTRACTOR CHANGE REQUEST		
Drawing(s) Reference:	ES1.0, CS2.2	Spec. Reference:	None
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.		☒ A Change in Contract Amount is required: Add \$3,117.00	
☒ No Change in Contract Time is required.		☐ A Change in Contract Time is required: _____ days	
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance ☐ Recommends Rejection	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469



CCF# **010**
Date Issued: **12/29/15**

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Additional tree removal and trimming required to accommodate the new entrance road. Includes removing and reinstalling the tree protection fence. Includes hauling away debris that can not be chipped.			
(Attach Supporting Documentation)			
Requested By:	CONTRACTOR		
This Document is a:	CONTRACTOR CHANGE REQUEST		
Drawing(s) Reference:	CG1.1	Spec. Reference:	None
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.		☒ A Change in Contract Amount is required: Add \$2,418.00	
☒ No Change in Contract Time is required.		☐ A Change in Contract Time is required: days	
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance ☐ Recommends Rejection	
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

SMITH SECKMAN REID, INC.
2995 Sidco Drive
Nashville, TN
PHONE: (615) 383-1113 | FAX: (615) 386-8469



CCF# **012**
Date Issued: **1/6/16**

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062
Project Name:	Franklin Water Treatment Plant Modifications
Engineer:	Smith Seckman Reid, Inc.
Contractor:	Judy Construction Company

DESCRIPTION OF CHANGE

Duct relocation in GAC Room, Rm. 105. Ducts moved to avoid conflict with height of GAC tanks. See attached Sketch SKM-1 for details.

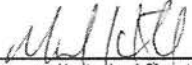
(Attach Supporting Documentation)

Requested By: **ENGINEER**
This Document is a: **FIELD ORDER (FO)**
Drawing(s) Reference: **M1.1-07** Spec. Reference: **N/A**

REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM

We propose to perform the Work or make the Claim described above for the following change in Contract
Cost and Contract Times:

- | | |
|--|--|
| ☐ No Change in Contract Amount is required. | ☐ A Change in Contract Amount is required: Add/Ded |
| ☐ No Change in Contract Time is required. | ☐ A Change in Contract Time is required: _____ days |

Engineer: _____ (Authorized Signature)	Contractor: _____ (Authorized Signature)
Owner:  (Authorized Signature)	☒ Recommends Acceptance ☐ Recommends Rejection

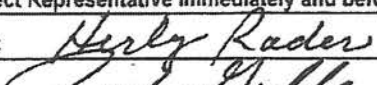
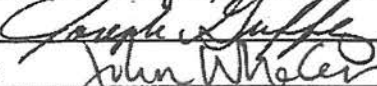
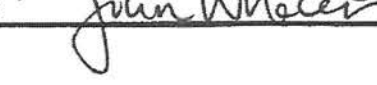
WORK CHANGE DIRECTIVE

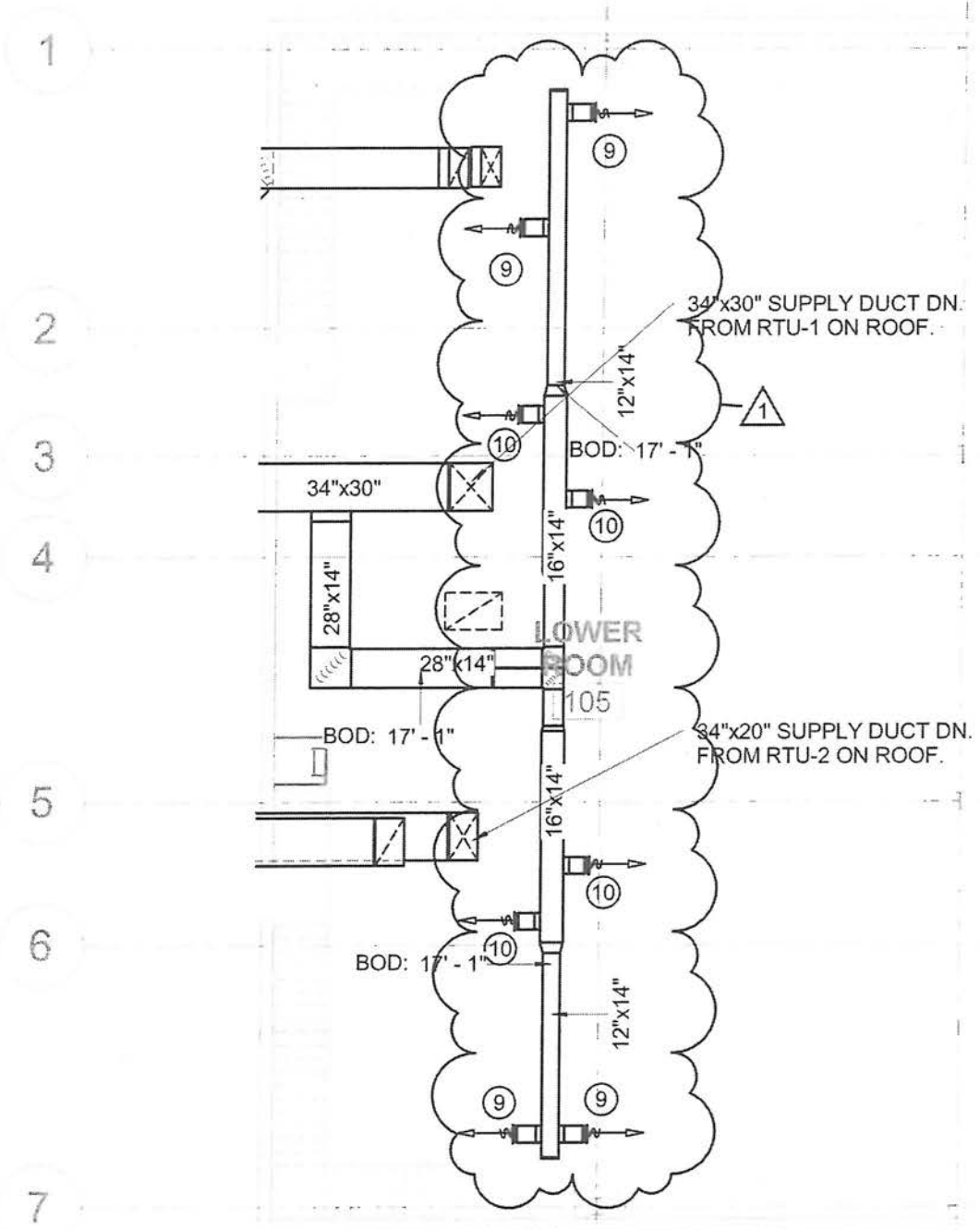
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.

Recommended by Engineer:	Date:
Authorized by Owner:	Date:
Accepted by Contractor:	Date:

FIELD ORDER

This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.

Recommended by RPR: 	Date: 1/18/2016
Directed by Engineer: 	Date: 1/6/2016
Accepted by Contractor: 	Date: 1/18/16



1 UPPER LEVEL - MECHANICAL DUCTWORK PARTIAL PLAN
1" = 10'-0"

SSR Smith
Seckman
Reid, Inc.

2995 Sidco Drive
Nashville, TN 37204
(615) 383-1113
FAX: (615) 386-8469
www.ssr-inc.com

DATE: 01/06/16
REF. SHT M1.1-07

THE CITY OF FRANKLIN, TENNESSEE
WATER TREATMENT PLANT
FIELD ORDER REVISION

SKM-1

Request for Construction Change
Change Order No. 1

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

Contract No. 2015-0062
Project Water Treatment Plan (WTP)
Modifications

Whereas, we JUDY CONSTRUCTION entered into an contract with the CITY OF FRANKLIN, on 8/25/15, 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:

- Change Control Form (CCF) 001: documents the decision to use Calgon Carbon Corporation as the supplier of granular activated carbon pressure contactors. The bid included identical quotes from two manufacturers for the contactors. Calgon Carbon Corporation will be the supplier of granular activated carbon as well. The decision was made to remain consistent with the activated carbon supplier.
- CCF 002: documents the decision to allow for the use of Jim Myers & Sons, Inc. sludge collectors. This decision provides for a \$60,000 deduct on the project.
- CCF 003: documents the decision to eliminate the development of Facility Online Training. This decision was based on the fact that the operations and maintenance manuals provide for more than adequate information to operate and maintain the systems. Staff elected to receive a deduct of \$119,275 and develop training in-house based on the O&M documentation.
- CCF 005: documents a credit of \$836.55 for the unused portion of the utility relocation cash allowance.
- CCF 006: documents the additional cost of \$2,639.02 associated with unforeseen conditions related to the relocation of AT&T infrastructure on the site.
- CCF 007: documents delays associated with the relocation of existing utilities in conflict with proposed work. The contractor at this time is requested a time extension of 56 days. Depending on overall contract time, this may result in additional costs associated with the delay. The contractor at this time has deferred the potential cost increase until a date closer to substantial completion.
- CCF 008: documents the clarification for the connection of the feeders to the motor leads of the raw water pumps. This change does not impact contract time or cost.
- CCF 009: documents the unforeseen necessity to relocate the motor control center that services the high service pumps. This change equates to an additional cost of \$3,117.00.
- CCF 010: documents additional tree removal and trimming required to accommodate the new entrance road. The unforeseen necessity equates to an additional cost of \$2,418.
- CCF 012: documents the relocation of ducts in the GAC room to avoid conflicts. This change does not impact contract time or cost.

Attachments (List documents supporting change):

- Change Control Form (CCF) #001
- Change Control Form (CCF) #002
- Change Control Form (CCF) #003

- Change Control Form (CCF) #004
- Change Control Form (CCF) #005
- Change Control Form (CCF) #006
- Change Control Form (CCF) #007
- Change Control Form (CCF) #008
- Change Control Form (CCF) #009
- Change Control Form (CCF) #010
- Change Control Form (CCF) #012

CHANGE IN CONTRACT PRICE:
Original Contract Price
\$14,018,000.00
Net Increase (Decrease) from previous Change Orders No. 0 to 1:
\$0
Contract Price prior to this Change Order:
\$14,018,000.00
Net decrease of this Change Order:
-\$171,937.53
Contract Price with all approved Change Orders:
\$13,846,062.47

CHANGE IN CONTRACT TIMES:
Original Contract Times:
Substantial Completion: 10/25/17
Ready for final payment: 11/24/17
Net change from previous Change Orders No. 0 to 1 to:
Substantial Completion: 10/25/17
Ready for final payment: 11/24/17
Contract Times prior to this Change Order:
Substantial Completion: 10/25/17
Ready for final payment: 11/24/17
Net increase this Change Order: 56 days
Substantial Completion: 12/20/17
Ready for final payment: 1/19/18
Contract Times with all approved Change Orders:
Substantial Completion: 12/20/17
Ready for final payment: 1/19/18

Contract Change	Contract Price Impact	Substantial Completion Impact (Days)
CCF 001	\$0.00	-
CCF 002	(\$60,000.00)	-
CCF 003	(\$119,275.00)	-
CCF 005	(\$836.55)	-
CCF 006	\$2,639.02	-
CCF 007	\$0.00	56
CCF 008	\$0.00	-
CCF 009	\$3,117.00	-
CCF 010	\$2,418.00	-
CCF 012	\$0.00	-
Increase / (Decrease)	(\$171,937.53)	56

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

RECOMMENDED FOR APPROVAL BY:

By: _____ By: _____ By: _____
ENGINEER CITY PROJECT MANAGER CITY ENGINEER OR DESIGNEE

Date: _____ Date: _____ Date: _____

ACCEPTED:

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

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

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

MAY 09, 2016

**Paul Holzen
CITY OF FRANKLIN
109 Third Avenue South
FRANKLIN TN 37065**

PROJECT#: 94092-2226-14 **COUNTY(s): Williamson**
FEDERAL: STP/HPP-397(10) **PIN #: 101454.01**
DESCRIPTION: Mack Hatcher Parkway West, From South of SR-96 West of Franklin to East of SR-106 (US-431) North of Franklin
TYPE: CH86 Move In
CONTRACT #: 7698 Supplement #1 **Chapter 86 Eligible: YES**

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

Dear Mark Hilty,,

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

The Contracts must have ALL boxes checked and blank lines completed.

The Contract must be signed by either

1) an officer of the company (President, Vice-President, or General Manager)

OR

2) an individual that is specifically authorized by the board of directors to execute agreements and bind the company to those agreements. The individual must provide a letter of empowerment, signed by an officer of the company.

This project is currently scheduled for letting: 12/08/2017

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

Sincerely,

Monica Cromer | Asst. State Utility Coordinator
Right of Way Division
James K. Polk Bldg, 6th Floor
505 Deaderick Street, Nashville, TN 37243
p. 615-741-3331

Enclosure

cc:

ENGINEERING DEPARTMENT

Paul Holzen
Director/City Engineer



Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

April 22, 2016

HISTORIC
FRANKLIN
TENNESSEE

Michael Horlacher, P.E.
TDOT
State Utility Coordinator
Right-of-Way Office
James K. Polk Bldg, 6th Floor
505 Deadrick Street
Nashville, TN 37243

COF No.
2011-0051

RE: TDOT Project# 94092-2226-14 PIN # 101454.01
(SR-397 (Mack Hatcher Parkway) Extension from S.R. 96 West to S.R. 109 (US-431))
County: Williamson
Supplement #1 to TDOT Contract# 7698 (Water)

Dear Mr. Horlacher,

\$100,783.81

Please find enclosed the paperwork that I am submitting to request that Supplement #1 to the TDOT Contract #7697 be approved. This request increases the construction cost from \$91,360.00 to \$914,000.00. The original construction cost estimate that was done almost 6 years ago was based on the water lines within the ROW remaining and being concrete capped only rather than relocated. The actual relocation and installation of the new lines increases the construction cost substantially. I have removed the engineering design costs as these have already been reimbursed.

If you have any questions or comments please call or email me.

Thank you for your help in this matter.

Sincerely,

Patricia McNeese

Patricia McNeese, P.E.
Utilities Engineer II

CC: Paul Holzen, Director/City Engineer, City of Franklin (via email)
Jonathan Marston, Assistant Director of Engineering, City of Franklin (via email)
Mark Hilty, Water Management Director, City of Franklin (via email)

EQUIPMENT COST INCLUDED WITH INSTALLATION COST ☒REMOVAL LABOR; SALVAGE AND NON-USABLE (JUNKED) MATERIALSTDOT Utility Form 2013-16
Sheet 2.1Revision 10-25-2013



Project No: 94092-2226-14 (water)
County: Williamson
Date: April 26, 2016

****Submittal and completion of this form is required for consideration of reimbursement on this project.****

Primary Contact: Paul Holzen
E-mail: paul.holzen@franklin.tn.gov Phone: (615) 550-6679
Secondary Contact: Patricia McNeese
E-mail: patricia.mcneese@franklin.tn.gov Phone: (615) 550-6674
Utility Name: City of Franklin
Address: 109 Third Avenue South
City, State: Franklin, TN Zip: 37065

Percent On Private: 19% Private ROW - #Poles / Length of facility: 900
Percent On Public: 81% Public ROW - #Poles / Length of facility: 3720
Total Percentage: 100% Total #Poles / Length of facility: 4620

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

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

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

CHAPTER 86

REIMBURSEMENT MOVE PRIOR ☐
REQUESTED MOVE IN State Contract ☒ X
(Please check ONE) Other ☐

NON-CHAPTER 86

% Private / Public Relocation ☐
% Private / Public MOVE IN State Contract ☐
Utility Replacement Easement Reimbursement ☐

ENGINEERING

Description	Amount
Pre-Construction / Construction	
Field Surveying	
Construction Inspection	
Reimbursable Expenses	

ENGINEERING COST:

CONSTRUCTION (LABOR & MATERIAL)

Description	Amount
Installation Labor	\$ 914,000.00
Installation Materials	\$ -
Removal Labor	\$ -
Site Costs	\$ -
Material Provided to State	\$ -
Salvage Materials	\$ -
Non-Usable Materials	\$ -

ESTIMATED CONSTRUCTION COST: \$ 914,000.00

BETTERMENT

Description	Amount
Installation Labor	\$ -
Installation Materials	\$ -

ESTIMATED UTILITY BETTERMENT COST: \$ -

ESTIMATED REPLACEMENT EASEMENT COST: \$ -

If cost is listed above, separate Easement Contract is needed

ESTIMATED TOTAL CONSTRUCTION COST: \$ 914,000.00

TDOT USE ONLY

RG Approval and Date:

Consult Appr. Date: / /

Amount Approved: \$ -

HQ Approval and Date:

CH86 Y / N PIN#:

LET: / / Contract #:

Easement Contract #

UTILITY REIMBURSEMENT

CHAPTER 86 MOVE-IN CONTRACT: \$ -

CHAPTER 86 MOVE PRIOR: \$ -

NON-CHAPTER 86 MOVE-IN CONTRACT: \$ -

NON-CHAPTER 86 MOVE PRIOR: \$ -

Does Estimate Exceed \$1.75M Cap? - N

Does Estimate Require 75% Cap? - N

AMOUNT TO BE PAID BY THE UTILITY

RELOCATION EXCEEDS \$1.75M CAP: \$ -

AMOUNT OVER 75% REIMBURSEMENT: \$ -

UTILITY DEPOSIT (IF APPLICABLE)

CHAPTER 86 MOVE-IN CONTRACT: \$ -

NON-CHAPTER 86 MOVE-IN CONTRACT: \$ -

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



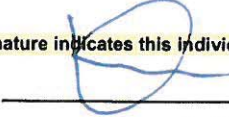
Chapter 86 Certification

In accordance with Tennessee Department of Transportation policy number 340-07, the following information is provided with regards to required compliance documentation for utility relocation reimbursement in accordance with TCA 54-5-804 and TCA 54-5-854.

PROJECT #/S: 94092-2226-14 COUNTY/S: Williamson
FEDERAL: STP/HPP-397(10) PIN: 101454.01

1. The utility is seeking reimbursement under provisions of TCA 54-5-804 as amended by Public Acts 2003, Chapter number 86.
2. To the best of my knowledge the utility is in compliance with TCA § 54-5-804(a)(1) and this policy in that the utility has returned its relocation plan, schedule, and cost estimate to the Department within 120 days after receipt of the Department's project plans, or within such additional time as may be allowed in accordance with TCA § 54-5-854(b).
3. To the best of my knowledge the utility is in compliance with TCA 54-5-804(b) in that the utility has a valid permit to locate its utility facility on the public highway right-of-way.
4. The utility is eligible for reimbursement in accordance with the Limitation provisions of the TDOT Policy 340-07 in that it is:
Municipally Owned ☒ Utility District ☐ Utility Cooperative ☐
5. The utility is considered to be a specific utility category listed in accordance with the Limitation provisions of the TDOT Policy 340-07:
☒ Water
☐ Waste Water
☐ Gas ☐ Distribution ☐ Transmission
☐ Electric ☐ Distribution ☐ Transmission
☐ Communication ☐ CATV ☐ Phone ☐ Fiberoptic ☐ Broadband
☐ Street Lighting
☐ Other

Signature indicates this individual has the legal authority to sign contracts and agreements to obligate the utility.

Signature: 
Print Name: Dr. Kenneth Moore
Title: Mayor
Utility Name: City of Franklin
Utility Address: 109 Third Ave S
City, State, Zip: Franklin, TN 37065
Phone Number: (615) 791-3217
Fax Number: _____
Email Address: kenneth.moore@franklin.tn.gov

Date: 3-8-16

STP/HPP-397(10) / 94092-2226-14



Contract No. 7698

SUPPLEMENT TO UTILITY RELOCATION CONTRACT

THIS SUPPLEMENT **#1** to Contract No. **7697** made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of Franklin Water Management (Water)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT and the Utility entered into Contract No. **7697**, dated the **19th day of May, 2011**, in which the parties agreed to certain matters concerning the relocation of utilities on PIN No. **101454.01, SR- 397 (Mack Hatcher Parkway) From SR-96 West of Franklin to SR-109 (US-431) North of Franklin, located in Williamson County, Tennessee.**; and

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

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

To change the paragraph,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$100,783.81**, including the amount of **\$9,423.81** for the cost of engineering; including the amount of **\$0.00** for the cost of inspection provided by the Utility; including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$0.00** for the cost over the maximum TDOT reimbursement amount, and of which **0** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **100** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

To the following,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$914,000.00**, including the amount of **\$0.00** for the cost of engineering; including the amount of **\$0.00** for the cost of inspection provided by the Utility; including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$0.00** for deposit for the utility work in the State contract, and of which **81** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **19** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

It is understood that the above are the only changes made in said contract.

IN WITNESS WHEREOF, the parties have EXECUTED this agreement

UTILITY
City of Franklin Water Management
(Water)

BY: _____

TITLE: _____

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
John C. Schroer
Commissioner

DATE: _____

APPROVED AS TO FORM:

BY: _____
John H. Reinbold
General Counsel

"Exhibit A"



Project No: 94092-2226-14 (water)
County: Williamson
Date: April 26, 2016

Submittal and completion of this form is required for consideration of reimbursement on this project.

Primary Contact: Paul Holzen
E-mail: paul.holzen@franklin.tn.gov Phone: (615) 550-6679
Secondary Contact: Patricia McNeese
E-mail: patricia.mcneese@franklin.tn.gov Phone: (615) 550-6674
Utility Name: City of Franklin
Address: 109 Third Avenue South
City, State: Franklin, TN Zip: 37085

TDOT USE ONLY	
RG Approval and Date:	Chris Johnson 5/6/16
Consult Appr. Date:	1/1
Amount Approved:	\$ -
HQ Approval and Date:	WNC 5/9/16
CH86 (Y/N)	PIN#: 101454.01
LET: 1/1	Contract #: 7698 Supl
Easement Contract #	N/A

Percent On Private: 19% Private ROW - #Poles / Length of facility: 900
Percent On Public: 81% Public ROW - #Poles / Length of facility: 3720
Total Percentage: 100% Total #Poles / Length of facility: 4620

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

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

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

CHAPTER 86

REIMBURSEMENT MOVE PRIOR ☐
REQUESTED MOVE IN State Contract ☒ X
(Please check ONE) Other ☐

NON-CHAPTER 86

% Private / Public Relocation ☐
% Private / Public MOVE IN State Contract ☐
Utility Replacement Easement Reimbursement ☐

ENGINEERING

Description	Amount
Pre-Construction / Construction	
Field Surveying	
Construction Inspection	
Reimbursable Expenses	

ENGINEERING COST:

CONSTRUCTION (LABOR & MATERIAL)

Description	Amount
Installation Labor	\$ 914,000.00
Installation Materials	\$ -
Removal Labor	\$ -
Site Costs	\$ -
Material Provided to State	\$ -
Salvage Materials	\$ -
Non-Usable Materials	\$ -

ESTIMATED CONSTRUCTION COST: \$ 914,000.00

BETTERMENT

Description	Amount
Installation Labor	\$ -
Installation Materials	\$ -

ESTIMATED UTILITY BETTERMENT COST: \$ -

ESTIMATED REPLACEMENT EASEMENT COST: \$ -

If cost is listed above, separate Easement Contract is needed

ESTIMATED TOTAL CONSTRUCTION COST: \$ 914,000.00

UTILITY REIMBURSEMENT

CHAPTER 86 MOVE-IN CONTRACT: \$ -

CHAPTER 86 MOVE PRIOR: \$ -

NON-CHAPTER 86 MOVE-IN CONTRACT: \$ -

NON-CHAPTER 86 MOVE PRIOR: \$ -

Does Estimate Exceed \$1.75M Cap? - N

Does Estimate Require 75% Cap? - N

AMOUNT TO BE PAID BY THE UTILITY

RELOCATION EXCEEDS \$1.75M CAP: \$ -

AMOUNT OVER 75% REIMBURSEMENT: \$ -

UTILITY DEPOSIT (IF APPLICABLE)

CHAPTER 86 MOVE-IN CONTRACT: \$ -

NON-CHAPTER 86 MOVE-IN CONTRACT: \$ -

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

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

X. Compliance with Governmentwide Suspension and Debarment Requirements

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

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

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

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided

by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

CIRCULAR LETTER

Section: 105.07 Cooperation with Utilities

Number: 105.07-04

Subject: Utility Diaries and Inspection Procedures

Date: December 15, 2007

On all projects requiring utility relocations, Form DT-0667 "Project Utility Diary" is to be used to document said relocations whether the work is reimbursable or not. When a utility is relocating at its own expense or under a lump sum reimbursement contract, the "Description of Work Performed" section will be the only notation required. The notation shall indicate if the relocation is a non reimbursable or lump sum reimbursable contract. Form DT-0667 fulfills the requirements for documentation detailed in Section 109.05 of the Department of Transportation Construction Manual and Section 18-7 of the Standard Utility Procedures Manual.

- 1 Form DT-0667 is to be completed in the field by the utility inspector.
- 2 The original or white sheet is to be transmitted to the TDOT Project Supervisor's office and bound.
- 3 The first copy or yellow sheet is to be transmitted to the utility company on reimbursable relocations.
- 4 The second copy or pink sheet is to be retained in the utility diary.

If the utility relocation is included in the state contract, the utility will be responsible for inspecting all phases of the relocation, per TCA 54-5-804, 2003 Public Chapter 86. The TDOT inspector shall document the utility work activities performed in the daily project diaries. The inspector provided by the utility company will:

- 1 Complete Form DT-0667 as described above and submit it each estimate period, as directed by the TDOT Project Supervisor. Along with the item descriptions, the inspector will include the quantities and stations of installed items.
- 2 Complete "Installed Item Certification" portion of Form DT-1716 and submit it each estimate period, as directed by the TDOT Project Supervisor. This form will be signed to certify that the items installed during that estimate period met all applicable specifications.
- 3 Complete and attach Form DT-1716A to DT-1716 and submit it each estimate period, as directed by the TDOT Project Supervisor. This form will be used to summarize, by project number, the utility items installed during that estimate period. The TDOT inspector shall sign Form DT-1716A after ensuring it is consistent with the utility diaries and daily project diaries. The completed Form DT-1716A shall be referenced in the progress pay quantity documentation.
- 4 Complete "Final Acceptance of Work" portion of Form DT-1716 and submit it to the TDOT Project Supervisor's office when the utility relocation work is complete.

CONTRACT NO: _____
PROJECT NO: _____
REF. NO: _____
DATE: _____

UTILITY COMPANY

UTILITY CONTRACT NO.

UTILITY REPRESENTATIVE:
(For "Work Order" Reimbursable Projects)

LABOR

MATERIALS REMOVED

DESCRIPTION OF WORK PERFORMED

NAME	CLASSIFICATION	HOURS
------	----------------	-------

ITEM	U.S.	QUANTITY
------	------	----------

LABOR USED TO RESTORE RECOVERED MATERIAL TO
SUITABLE CONDITION FOR REUSE SHOULD BE INCLUDED
ON THIS REPORT.

IF BOTH PARTIES AGREE THAT MATERIAL IS NOT
SALVAGEABLE, A CHECK IS TO BE ENTERED IN THE
U.S. COLUMN

MATERIALS USED

TRANSPORTATION AND EQUIPMENT

ITEM	QUANTITY
------	----------

TYPE	HOURS	MILES
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10
11	11	11
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92	92	92
93	93	93
94	94	94
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96	96	96
97	97	97
98	98	98
99	99	99
100	100	100

Distribution of copies:

White: Reg. Eng.
Yellow: Utility Co.
Pink: Field

DT-0667
Rev. 4-90

UTILITY ITEM CERTIFICATION/FINAL ACCEPTANCE

Contract Number: _____ Utility Company: _____

Project Number(s): _____ Utility Inspector: _____

Print

County(ies): _____

Instructions: Please check appropriate box (or boxes) and fill out required information. For **Installed Item Certification**, attach **Summary of Installed Utility Items** sheet(s) for each project number and submit each estimate period as directed by the TDOT Project Supervisor.

☐ **Installed Item Certification**

On behalf of the above utility company, I certify that the materials used for the item(s) listed on the following page(s) meet and were installed in accordance with all applicable specifications. Any pertinent shop drawings or engineering changes have been approved.

Estimate Period: _____ to _____

Utility Inspector Signature

Date

☐ **Final Acceptance of Work**

I certify that the utility relocation work is complete and is accepted by the above utility company.

Utility Inspector Signature

Date

SUMMARY OF INSTALLED UTILITY ITEMS

Contract Number: _____ Utility Company: _____

Project Number: _____ Utility Inspector: _____
Print

County: _____

Estimate Period: _____ to _____

Item Number	Description	Unit	Installed Quantity



Buy America

Rev. 12-23-2013

The Tennessee Department of Transportation (TDOT) in compliance with Federal Highway Administration (FHWA) directive **Effective February 29, 2016**

All utility and railroad relocation construction must comply with
23 U.S.C. 313 and 23 CFR 635.410 **Buy America requirements**

All Utility / Railroad invoices submitted to TDOT for Payment
MUST ATTACH THIS CERTIFICATION.

Utility / Railroad Name

Street Address

City

State

Zip

Certification: All products used in the relocation construction and identified in the attached invoice that are manufactured of steel or iron for permanent installation meet or exceed the requirements set forth in 23 USC 313 and 23 CFR 635.410 Buy America requirements.

Certification documentation is available for review that includes but is not limited to, if available, the Mill Test Report (MTR) for ALL steel products that have the certification statement (or similar) that the steel/iron was "melted and manufactured in the United States." All manufacturing processes and coatings applied thereon have occurred in the United States.

Per the Utility / Railroad Relocation Contract:

The Utility / Railroad agrees to comply with all current, applicable provisions of 23 CFR 645A / 23 CFR 140 and 23 CFR 646.

The Utility acknowledges possession of 23 CFR 645A / The Railroad acknowledges possession of 23 CFR 140 and 23 CFR 646.

The Utility / Railroad is subject to audit for a period of three (3) full years after final payment has been received.

The Utility / Railroad shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility / Railroad agrees that remedies for non-compliance are set out in the applicable regulations and the Contract.

I have reviewed the material provided herein and attached and hereby certify ALL material on the attached invoice is in compliance with Buy America requirements.

Signature of representative Authorized for financial obligations

Title

Date

Code of Federal Regulations

Title 23 United States Code, Section 313

§ 313. Buy America

- (a) Notwithstanding any other provision of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated to carry out the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title and administered by the Department of Transportation, unless steel, iron, and manufactured products used in such project are produced in the United States.
- (b) The provisions of subsection (a) of this section shall not apply where the Secretary finds--
- (1) that their application would be inconsistent with the public interest;
 - (2) that such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- [(4) Redesignated (3)]
- (c) For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.
- (d) The Secretary of Transportation shall not impose any limitation or condition on assistance provided under the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title that restricts any State from imposing more stringent requirements than this section on the use of articles, materials, and supplies mined, produced, or manufactured in foreign countries in projects carried out with such assistance or restricts any recipient of such assistance from complying with such State imposed requirements.
- (e) Intentional violations.--If it has been determined by a court or Federal agency that any person intentionally--
- (1) affixed a label bearing a "Made in America" inscription, or any inscription with the same meaning, to any product used in projects to which this section applies, sold in or shipped to the United States that was not made in the United States; or
 - (2) represented that any product used in projects to which this section applies, sold in or shipped to the United States that was not produced in the United States, was produced in the United States;
- that person shall be ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991 pursuant to the debarment, suspension, and ineligibility procedures in subpart 9.4 of chapter 1 of title 48, Code of Federal Regulations.
- (f) Limitation on applicability of waivers to products produced in certain foreign countries.--If the Secretary, in consultation with the United States Trade Representative, determines that--
- (1) a foreign country is a party to an agreement with the United States and pursuant to that agreement the head of an agency of the United States has waived the requirements of this section, and
 - (2) the foreign country has violated the terms of the agreement by discriminating against products covered by this section that are produced in the United States and are covered by the agreement,
- the provisions of subsection (b) shall not apply to products produced in that foreign country.

[(g) Redesignated (f)]

Updated: 04/07/2011

The following link is the current FHWA site for Buy America compliance and shall be reviewed:

<http://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

Code of Federal Regulations

Title 23 – Highways

Volume: 1

Date: 2001-04-01

Original Date: 2001-04-01

Title: Section 635.410 - Buy America requirements.

Context: Title 23 - Highways.

CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION.

SUBCHAPTER F - TRANSPORTATION INFRASTRUCTURE MANAGEMENT.

PART 635 - CONSTRUCTION AND MAINTENANCE.

Subpart D - General Material Requirements.

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if:

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note: For a waiver document affecting § 635.410, see 60 FR 15478, Mar. 24, 1995.

Updated: 04/26/2012



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

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

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

MAY 09, 2016

Paul Holzen
CITY OF FRANKLIN
109 THIRD AVENUE SOUTH
FRANKLIN TN 37065

PROJECT#: 94092-2226-14 COUNTY(s): Williamson
FEDERAL: STP/HPP-397(10) PIN #: 101454.01
DESCRIPTION: Mack Hatcher Parkway West, From South of SR-96 West of Franklin to East of SR-106 (US-431) North of Franklin
TYPE: CH86 Move In
CONTRACT #: 7697 Supplement #1 Chapter 86 Eligible: YES

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

Dear Mark Hilty,,

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

The Contracts must have ALL boxes checked and blank lines completed.

The Contract must be signed by either

1) an officer of the company (President, Vice-President, or General Manager)

OR

2) an individual that is specifically authorized by the board of directors to execute agreements and bind the company to those agreements. The individual must provide a letter of empowerment, signed by an officer of the company.

This project is currently scheduled for letting: 12/08/2017

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

Sincerely,

Monica Cromer | Asst. State Utility Coordinator
Right of Way Division
James K. Polk Bldg, 6th Floor
505 Deaderick Street, Nashville, TN 37243
p. 615-741-3331

Enclosure

cc:

ENGINEERING DEPARTMENT

Paul Holzen
Director/City Engineer



Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

April 26, 2016

HISTORIC
FRANKLIN
TENNESSEE

COF No.
2011-0052

Michael Horlacher, P.E.
TDOT
State Utility Coordinator
Right-of-Way Office
James K. Polk Bldg, 6th Floor
505 Deadrick Street
Nashville, TN 37243

RE: TDOT Project# 94092-2226-14 PIN # 101454.01
(SR-397 (Mack Hatcher Parkway) Extension from S.R. 96 West to S.R. 109 (US-431))
County: Williamson
Supplement #1 to TDOT Contract# 7697 (Sewer)

Dear Mr. Horlacher,

Please find enclosed the paperwork that I am submitting to request that Supplement #1 to the TDOT Contract #7697 be approved. This request increases the construction cost from \$302,912.17 to \$1,130,781.00. The original construction cost estimate that was done almost 6 years ago was based on the sewer lines within the ROW remaining and being concrete capped only rather than relocated. The actual relocation and installation of the new lines increases the construction cost substantially. I have removed the engineering design costs as these have already been reimbursed.

If you have any questions or comments please call or email me.

Thank you for your help in this matter.

Sincerely,

Patricia McNeese

Patricia McNeese, P.E.
Utilities Engineer II

CC: Paul Holzen, Director/City Engineer, City of Franklin (via email)
Jonathan Marston, Assistant Director of Engineering, City of Franklin (via email)
Mark Hilty, Water Management Director, City of Franklin (via email)



Project No: 94092-2226-14 (sewer)
County: Williamson
Date: April 26, 2016

****Submittal and completion of this form is required for consideration of reimbursement on this project.****

Primary Contact: Paul Holzen
E-mail: paul.holzen@franklin.tn.gov Phone: (615) 550-6679
Secondary Contact: Patricia McNeese
E-mail: patricia.mcneese@franklin.tn.gov Phone: (615) 550-6674
Utility Name: City of Franklin
Address: 109 Third Avenue South
City, State: Franklin, TN Zip: 37065

Percent On Private: 36% Private ROW - #Poles / Length of facility: 2115
Percent On Public: 64% Public ROW - #Poles / Length of facility: 3720
Total Percentage: 100% Total #Poles / Length of facility: 5835

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

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

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

CHAPTER 86

REIMBURSEMENT MOVE PRIOR ☐
REQUESTED MOVE IN State Contract ☒ X
(Please check ONE) Other ☐

NON-CHAPTER 86

% Private / Public Relocation ☐
% Private / Public MOVE IN State Contract ☐
Utility Replacement Easement Reimbursement ☐

ENGINEERING

Description	Amount
Pre-Construction / Construction	
Field Surveying	
Construction Inspection	
Reimbursable Expenses	

ENGINEERING COST:

CONSTRUCTION (LABOR & MATERIAL)

Description	Amount
Installation Labor	\$ 1,130,781.00
Installation Materials	\$ -
Removal Labor	\$ -
Site Costs	\$ -
Material Provided to State	\$ -
Salvage Materials	\$ -
Non-Usable Materials	\$ -

ESTIMATED CONSTRUCTION COST:

BETTERMENT

Description	Amount
Installation Labor	\$ -
Installation Materials	\$ -

ESTIMATED UTILITY BETTERMENT COST:

ESTIMATED REPLACEMENT EASEMENT COST:

If cost is listed above, separate Easement Contract is needed

ESTIMATED TOTAL CONSTRUCTION COST:

TDOT USE ONLY

RG Approval and Date:

Consult Appr. Date: / /

Amount Approved: \$ -

HQ Approval and Date:

CH86 Y / N PIN#:

LET: / / Contract #:

Easement Contract #

UTILITY REIMBURSEMENT

CHAPTER 86 MOVE-IN CONTRACT:

CHAPTER 86 MOVE PRIOR:

NON-CHAPTER 86 MOVE-IN CONTRACT:

NON-CHAPTER 86 MOVE PRIOR:

Does Estimate Exceed \$1.75M Cap? - N

Does Estimate Require 75% Cap? - N

AMOUNT TO BE PAID BY THE UTILITY

RELOCATION EXCEEDS \$1.75M CAP:

AMOUNT OVER 75% REIMBURSEMENT:

UTILITY DEPOSIT (IF APPLICABLE)

CHAPTER 86 MOVE-IN CONTRACT:

NON-CHAPTER 86 MOVE-IN CONTRACT:

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

EQUIPMENT COST INCLUDED WITH INSTALLATION COST ☒USABLE (JUNKED) MATERIALS

100

(To Page 4.1:F46)

Revision 10-25-2013

(To Page 4.1: F56)

(To Page 4.1: F47)

Salvage Value to be established by using "Salvage Value Percentage" calculation.

Salvage Value:



Chapter 86 Certification

In accordance with Tennessee Department of Transportation policy number 340-07, the following information is provided with regards to required compliance documentation for utility relocation reimbursement in accordance with TCA 54-5-804 and TCA 54-5-854.

PROJECT #/S: 94092-2226-14 (Sewer) COUNTY/S: Williamson
FEDERAL: STP/HPP-397(10) PIN: 101454.01

1. The utility is seeking reimbursement under provisions of TCA 54-5-804 as amended by Public Acts 2003, Chapter number 86.
2. To the best of my knowledge the utility is in compliance with TCA § 54-5-804(a)(1) and this policy in that the utility has returned its relocation plan, schedule, and cost estimate to the Department within 120 days after receipt of the Department's project plans, or within such additional time as may be allowed in accordance with TCA § 54-5-854(b).
3. To the best of my knowledge the utility is in compliance with TCA 54-5-804(b) in that the utility has a valid permit to locate its utility facility on the public highway right-of-way.
4. The utility is eligible for reimbursement in accordance with the Limitation provisions of the TDOT Policy 340-07 in that it is:
Municipally Owned ☒ Utility District ☐ Utility Cooperative ☐
5. The utility is considered to be a specific utility category listed in accordance with the Limitation provisions of the TDOT Policy 340-07:
☐ Water
☒ Waste Water
☐ Gas ☐ Distribution ☐ Transmission
☐ Electric ☐ Distribution ☐ Transmission
☐ Communication ☐ CATV ☐ Phone ☐ Fiberoptic ☐ Broadband
☐ Street Lighting
☐ Other

Signature indicates this individual has the legal authority to sign contracts and agreements to obligate the utility.

Signature: [Signature]
Print Name: Dr. Kenneth Moore
Title: Mayor
Utility Name: City of Franklin
Utility Address: 109 Third Ave S
City, State, Zip: Franklin, TN 37065
Phone Number: (615) 791-3217
Fax Number: _____
Email Address: kenneth.moore@franklinTN.gov

Date: 3-8-16

STP/HPP-397(10) / 94092-2226-14



Contract No. 7697

SUPPLEMENT TO UTILITY RELOCATION CONTRACT

THIS SUPPLEMENT **#1** to Contract No. **7697** made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of Franklin Water Management (Sewer)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT and the Utility entered into Contract No. **7697**, dated the **11th day of May, 2011**, in which the parties agreed to certain matters concerning the relocation of utilities on PIN No. **101454.01, SR- 397 (Mack Hatcher Parkway) From SR-96 West of Franklin to SR-109 (US-431) North of Franklin, located in Williamson** County, Tennessee.; and

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

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

To change the paragraph,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$302,912.17**, including the amount of **\$22,628.17** for the cost of engineering; including the amount of **\$0.00** for the cost of inspection provided by the Utility; including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$0.00** for the cost over the maximum TDOT reimbursement amount, and of which **0** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **100** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

To the following,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$1,130,781.00**, including the amount of **\$0.00** for the cost of engineering; including the amount of **\$0.00** for the cost of inspection provided by the Utility; including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$0.00** for deposit for the utility work in the State contract, and of which **36** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **64** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

It is understood that the above are the only changes made in said contract.

IN WITNESS WHEREOF, the parties have EXECUTED this agreement

UTILITY
City of Franklin Water Management
(Sewer)

BY: _____

TITLE: _____

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
John C. Schroer
Commissioner

DATE: _____

APPROVED AS TO FORM:

BY: _____
John H. Reinbold
General Counsel



Project No: 94092-2226-14 (sewer)
County: Williamson
Date: April 26, 2016

Exhibit A

Submittal and completion of this form is required for consideration of reimbursement on this project.

Primary Contact: Paul Holzen
E-mail: paul.holzen@franklin.tn.gov Phone: (615) 550-6679
Secondary Contact: Patricia McNeese
E-mail: patricia.mcneese@franklin.tn.gov Phone: (615) 550-6674
Utility Name: City of Franklin
Address: 109 Third Avenue South
City, State: Franklin, TN Zip: 37065

Percent On Private: 36% Private ROW - #Poles / Length of facility: 2115
Percent On Public: 64% Public ROW - #Poles / Length of facility: 3720
Total Percentage: 100% Total #Poles / Length of facility: 5835

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

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

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

CHAPTER 86

REIMBURSEMENT MOVE PRIOR ☐
REQUESTED MOVE IN State Contract ☒ ☒
(Please check ONE) Other ☐

NON-CHAPTER 86

% Private / Public Relocation ☐
% Private / Public MOVE IN State Contract ☐
Utility Replacement Easement Reimbursement ☐

ENGINEERING

Description	Amount
Pre-Construction / Construction	
Field Surveying	
Construction Inspection	
Reimbursable Expenses	

ENGINEERING COST:

CONSTRUCTION (LABOR & MATERIAL)

Description	Amount
Installation Labor	\$ 1,130,781.00
Installation Materials	\$ -
Removal Labor	\$ -
Site Costs	\$ -
Material Provided to State	\$ -
Salvage Materials	\$ -
Non-Usable Materials	\$ -

ESTIMATED CONSTRUCTION COST: \$ 1,130,781.00

BETTERMENT

Description	Amount
Installation Labor	\$ -
Installation Materials	\$ -

ESTIMATED UTILITY BETTERMENT COST: \$ -

ESTIMATED REPLACEMENT EASEMENT COST: \$ -

If cost is listed above, separate Easement Contract is needed

ESTIMATED TOTAL CONSTRUCTION COST: \$ 1,130,781.00

TDOT USE ONLY

RG Approval and Date: Chris Holzen 5/6/16
Consult Appr Date: 1/1
Amount Approved: \$ -
HQ Approval and Date: MC 5/9/16
CH86 Y/N PIN#: 101454.01
LET: 1/1 Contract #: 7697 Sup 1
Easement Contract # N/A

UTILITY REIMBURSEMENT

CHAPTER 86 MOVE-IN CONTRACT:

CHAPTER 86 MOVE PRIOR: \$ -

NON-CHAPTER 86 MOVE-IN CONTRACT: \$ -

NON-CHAPTER 86 MOVE PRIOR: \$ -

Does Estimate Exceed \$1.75M Cap? - N

Does Estimate Require 75% Cap? - N

AMOUNT TO BE PAID BY THE UTILITY

RELOCATION EXCEEDS \$1.75M CAP: \$ -

AMOUNT OVER 75% REIMBURSEMENT: \$ -

UTILITY DEPOSIT (IF APPLICABLE)

CHAPTER 86 MOVE-IN CONTRACT: \$ -

NON-CHAPTER 86 MOVE-IN CONTRACT: \$ -

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

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

X. Compliance with Governmentwide Suspension and Debarment Requirements

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

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

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

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided

by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a ~~certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.~~ A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

CIRCULAR LETTER

Section: 105.07 Cooperation with Utilities

Number: 105.07-04

Subject: Utility Diaries and Inspection Procedures

Date: December 15, 2007

On all projects requiring utility relocations, Form DT-0667 "Project Utility Diary" is to be used to document said relocations whether the work is reimbursable or not. When a utility is relocating at its own expense or under a lumps sum reimbursement contract, the "Description of Work Performed" section will be the only notation required. The notation shall indicate if the relocation is a non reimbursable or lump sum reimbursable contract. Form DT-0667 fulfills the requirements for documentation detailed in Section 109.05 of the Department of Transportation Construction Manual and Section 18-7 of the Standard Utility Procedures Manual.

- 1 Form DT-0667 is to be completed in the field by the utility inspector.
- 2 The original or white sheet is to be transmitted to the TDOT Project Supervisor's office and bound.
- 3 The first copy or yellow sheet is to be transmitted to the utility company on reimbursable relocations.
- 4 The second copy or pink sheet is to be retained in the utility diary.

If the utility relocation is included in the state contract, the utility will be responsible for inspecting all phases of the relocation, per TCA 54-5-804, 2003 Public Chapter 86. The TDOT inspector shall document the utility work activities performed in the daily project diaries. The inspector provided by the utility company will:

- 1 Complete Form DT-0667 as described above and submit it each estimate period, as directed by the TDOT Project Supervisor. Along with the item descriptions, the inspector will include the quantities and stations of installed items.
- 2 Complete "Installed Item Certification" portion of Form DT-1716 and submit it each estimate period, as directed by the TDOT Project Supervisor. This form will be signed to certify that the items installed during that estimate period met all applicable specifications.
- 3 Complete and attach Form DT-1716A to DT-1716 and submit it each estimate period, as directed by the TDOT Project Supervisor. This form will be used to summarize, by project number, the utility items installed during that estimate period. The TDOT inspector shall sign Form DT-1716A after ensuring it is consistent with the utility diaries and daily project diaries. The completed Form DT-1716A shall be referenced in the progress pay quantity documentation.
- 4 Complete "Final Acceptance of Work" portion of Form DT-1716 and submit it to the TDOT Project Supervisor's office when the utility relocation work is complete.

CONTRACT NO: _____
PROJECT NO: _____
REF. NO: _____
DATE: _____

PROJECT ENGINEER

UTILITY REPRESENTATIVE:

(For "Work Order" Reimbursable Projects)

UTILITY CONTRACT NO. _____

DESCRIPTION OF WORK PERFORMED

DESCRIPTION OF WORK PERFORMED

LABOR USED TO RESTORE RECOVERED MATERIAL TO
SUITABLE CONDITION FOR REUSE SHOULD BE INCLUDED
ON THIS REPORT.

[illegible]

QUANTITY

QUANTITY

[illegible]

**IF BOTH PARTIES AGREE THAT MATERIAL IS NOT
SALVAGEABLE, A CHECK IS TO BE ENTERED IN THE
U.S. COLUMN**

[illegible]

HOLERS

MINNESOTA

White: Reg. Eng.
Yellow: Utility Co.
Pink: Field

DT-0667
Rev. 4-90

UTILITY ITEM CERTIFICATION/FINAL ACCEPTANCE

Contract Number: _____ Utility Company: _____

Project Number(s): _____ Utility Inspector: _____
Print

County(ies): _____

Instructions: Please check appropriate box (or boxes) and fill out required information. For **Installed Item Certification**, attach **Summary of Installed Utility Items** sheet(s) for each project number and submit each estimate period as directed by the TDOT Project Supervisor.

☐ **Installed Item Certification**

On behalf of the above utility company, I certify that the materials used for the item(s) listed on the following page(s) meet and were installed in accordance with all applicable specifications. Any pertinent shop drawings or engineering changes have been approved.

Estimate Period: _____ to _____

Utility Inspector Signature

Date

☐ **Final Acceptance of Work**

I certify that the utility relocation work is complete and is accepted by the above utility company.

Utility Inspector Signature

Date

SUMMARY OF INSTALLED UTILITY ITEMS

Contract Number: _____ Utility Company: _____

Project Number: _____ Utility Inspector: _____

Print

County: _____

Estimate Period: _____ to _____

Item Number	Description	Unit	Installed Quantity

Page ____ of ____



Buy America

Rev. 12-23-2013

The Tennessee Department of Transportation (TDOT) in compliance with Federal Highway Administration (FHWA) directive **Effective February 29, 2016**

All utility and railroad relocation construction must comply with 23 U.S.C. 313 and 23 CFR 635.410 **Buy America requirements**

All Utility / Railroad invoices submitted to TDOT for Payment
MUST ATTACH THIS CERTIFICATION.

Utility / Railroad Name

Street Address

City

State

Zip

Certification: All products used in the relocation construction and identified in the attached invoice that are manufactured of steel or iron for permanent installation meet or exceed the requirements set forth in 23 USC 313 and 23 CFR 635.410 Buy America requirements.

Certification documentation is available for review that includes but is not limited to, if available, the Mill Test Report (MTR) for ALL steel products that have the certification statement (or similar) that the steel/iron was "melted and manufactured in the United States." All manufacturing processes and coatings applied thereon have occurred in the United States.

Per the Utility / Railroad Relocation Contract:

The Utility / Railroad agrees to comply with all current, applicable provisions of 23 CFR 645A / 23 CFR 140 and 23 CFR 646.

The Utility acknowledges possession of 23 CFR 645A / The Railroad acknowledges possession of 23 CFR 140 and 23 CFR 646.

The Utility / Railroad is subject to audit for a period of three (3) full years after final payment has been received.

The Utility / Railroad shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility / Railroad agrees that remedies for non-compliance are set out in the applicable regulations and the Contract.

I have reviewed the material provided herein and attached and hereby certify ALL material on the attached invoice is in compliance with Buy America requirements.

Signature of representative Authorized for financial obligations

Title

Date

Code of Federal Regulations

Title 23 United States Code, Section 313

§ 313. Buy America

- (a) Notwithstanding any other provision of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated to carry out the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title and administered by the Department of Transportation, unless steel, iron, and manufactured products used in such project are produced in the United States.
- (b) The provisions of subsection (a) of this section shall not apply where the Secretary finds--
- (1) that their application would be inconsistent with the public interest;
 - (2) that such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- [(4) Redesignated (3)]
- (c) For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.
- (d) The Secretary of Transportation shall not impose any limitation or condition on assistance provided under the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title that restricts any State from imposing more stringent requirements than this section on the use of articles, materials, and supplies mined, produced, or manufactured in foreign countries in projects carried out with such assistance or restricts any recipient of such assistance from complying with such State imposed requirements.
- (e) Intentional violations.--If it has been determined by a court or Federal agency that any person intentionally--
- (1) affixed a label bearing a "Made in America" inscription, or any inscription with the same meaning, to any product used in projects to which this section applies, sold in or shipped to the United States that was not made in the United States; or
 - (2) represented that any product used in projects to which this section applies, sold in or shipped to the United States that was not produced in the United States, was produced in the United States;
- that person shall be ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991 pursuant to the debarment, suspension, and ineligibility procedures in subpart 9.4 of chapter 1 of title 48, Code of Federal Regulations.
- (f) Limitation on applicability of waivers to products produced in certain foreign countries.--If the Secretary, in consultation with the United States Trade Representative, determines that--
- (1) a foreign country is a party to an agreement with the United States and pursuant to that agreement the head of an agency of the United States has waived the requirements of this section, and
 - (2) the foreign country has violated the terms of the agreement by discriminating against products covered by this section that are produced in the United States and are covered by the agreement,
- the provisions of subsection (b) shall not apply to products produced in that foreign country.

[(g) Redesignated (f)]

Updated: 04/07/2011

The following link is the current FHWA site for Buy America compliance and shall be reviewed:

<http://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

Code of Federal Regulations

Title 23 – Highways

Volume: 1

Date: 2001-04-01

Original Date: 2001-04-01

Title: Section 635.410 - Buy America requirements.

Context: Title 23 - Highways.

CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION.

SUBCHAPTER F - TRANSPORTATION INFRASTRUCTURE MANAGEMENT.

PART 635 - CONSTRUCTION AND MAINTENANCE.

Subpart D - General Material Requirements.

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if:

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note: For a waiver document affecting § 635.410, see 60 FR 15478, Mar. 24, 1995.

Updated: 04/26/2012

July 11, 2016
Rev.02

Mr. Jimmy Wiseman, P.E.
Assistant Director of Engineering
City of Franklin, TN
109 Third Avenue South
Franklin, Tennessee 37064

RE: PEYTONSVILLE ROAD EXTENSION – FIRE STATION

Dear Jimmy:

Barge Waggoner Sumner & Cannon, Inc. (BWSC) encloses the details of our proposal in the Professional Services Agreement and our proposed scope of work (Attachment A) for the project named above.

This proposal was prepared based on my understanding of the project description. If we have not fully addressed your project requirements, or if you have questions regarding the proposal, please advise me immediately by calling 615-252-4338.

BWSC can also provide additional services not included in this proposal and can amend the executed Professional Services Agreement at any time for this purpose.

BWSC will work with you to determine the project schedule once you are ready to start work.

Please have the party responsible for our fee sign and return to us the enclosed Agreement as your acceptance of the proposal and as your authorization to proceed. We will forward a fully executed copy to you.

Sincerely,



Jeff Cundiff, PE
Project Manager

\\corp.bwsc.net\data\Projects\93\Transportation Proposals\City of Franklin TN\Peytonsville Road Extension\PSA.Franklin Firehouse.2016.06.28.docx

Enclosure

cc: Paula Harris, BWSC
Charlie Smith, BWSC
Jack Kimbrough, BWSC

ATTACHMENT A – SCOPE OF WORK

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Assumptions
- IV. Additional Services
- V. Time of Performance
- VI. Owner's Responsibilities
- VII. Deliverables
- VIII. Compensation

I. Project Description

BWSC will prepare functional layouts, including cross sections and plan/profile sheets for the extension of Peytonsville Road from the western terminus of Long Lane to Long Lane just west of Bagsby Lane, including intersections at Long Lane on the west end of the project and a future extension of Carothers to the east. BWSC will use existing concepts and GIS data provided by Client

BWSC will provide three (3) schematic civil layouts of fire station #7 located in Williamson County north of Peytonsville Road on the AG Expo property. The three layouts will include schematic building and vehicular access locations, preliminary utility layouts, and preliminary grading plan with a designated water quality area not to be designed under this phase.

II. Scope of Services

Barge Waggoner Sumner & Cannon, Inc., proposes the following Scope of Services.

A. Project Kickoff Meeting

- 1. Participate in kickoff meeting with Client and internal agencies to determine site requirements, verify project objectives, determine project roles and points of contact, and preferred method and timing of communications.

B. Schematic Transportation Design

- 1. Gather and review design data from Client. All work will be based on GIS and topographic data provided by Client.
- 2. Prepare conceptual plan and profile sheets.
- 3. Prepare conceptual cross sections.
- 4. Coordinate with civil design.
- 5. Meet with Client to review concepts.

6. Revise schematic design based on Client comments.

C. Schematic Civil-Site Design

1. Based on input from agencies and architectural building layout provided by City of Franklin, TN, prepare up to three (3) schematic site plans. All work will be based on GIS and topographic data provided by Client.
2. Based on chosen site plan, prepare a schematic level grading plan to help determine FFE.
3. Program space for stormwater management. Provide a schematic layout of the storm drainage system.
4. Based on GIS-based utility data to be provided by Client, BWSC will provide a preliminary on-site and off-site utility layout, including water and sewer connections for the firehouse. Gas, electric, and communications are assumed to be designed and coordinated by others and will be shown if they are provided by others.

III. Assumptions

- A. Submittal fees and printing requested by Client or architect are not included in the price that follows. Printing for the internal preparation of plans and standard sets for permitting are included.
- B. No major relocations or design of off-site utilities, unless specified in the scope.
- C. Geotechnical and structural by others (including site retaining walls, if required).
- D. Fee does not include time or expenses for overnight travel unless specified in the scope of services.
- E. Assumes project is not to be LEED certified.
- F. Assumes gas, electric, electrical or other underground vaults, grease traps, and communication service to be designed and coordinated by others. BWSC plans to depict locations if provided by others in a timely manner.
- G. Analysis, determination of need, or design of pump stations, foundation drains, or other groundwater design elements are not included in this fee.
- H. Assumes timely receipt of critical project information from the City of Franklin, TN, other designers, and Client.
- I. If applicable, specifications to be city standard specs and will be referenced on the plans. No separate specifications are included.
- J. Fee does not include any work not specified the above Scope of Services. Additional services may be added to the Scope of Work based on mutual agreement and equitable adjustment in fee.

ATTACHMENT A – SCOPE OF WORK**IV. Additional Services**

BWSC is available to provide additional services if requested by client. Examples of additional services include:

- A. Structural design
- B. Traffic impact statements or studies
- C. Environmental services, such as Phase 1 ESA
- D. Right-of-way encroachments or easement abandonments
- E. Opinion of Probable Construction Cost (OPCC)
- F. LEED design, documentation, and administration
- G. Boundary surveying, topographic surveys, legal descriptions, construction plats, and construction staking surveys unless noted herein
- H. Development of perspective and/or presentation drawings
- I. Project presentation/representation services, including compilation of graphics and presentation to outside groups other than Client
- J. Zoning processing assistance (zoning variance/setback requests, rezoning, etc., or coordination of such work), property acquisition, or entitlement changes, unless specified in Scope of Services
- K. Marketing services (web art, color plans, 3D model construction, still photography)

Additional services can be provided for a negotiated lump sum fee or per BWSC hourly rate basis provided in Exhibit A.

V. Time of Performance

BWSC is prepared to begin work immediately upon receipt of a signed professional services agreement or written authorization to proceed.

Agree to work with architect/Client to develop schedule.

VI. Owner's Responsibilities

BWSC strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information, collaboration, and decisions as required to support completion of the Scope of Work as described in this agreement.
- B. Provide review comments in a timely manner.

ATTACHMENT A – SCOPE OF WORK

C. Provide single point of contact for project coordination purposes.

D. Project budget

VII. Deliverables

The following is a list of probable deliverables that will be produced as part of this effort.

A. PDFs of Schematic Roadway Improvements

B. PDFs of Schematic Civil/Site Plans

VIII. Compensation

The compensation to be paid to BWSC for providing requested services shall be as follows:

Transportation Services: Lump Sum Fee = \$20,455

Civil/Site Services: Lump Sum Fee = \$11,300

Any additional services to be compensated based on the attached Exhibit A – Schedule of Standard Charges.

EXHIBIT A – SCHEDULE OF STANDARD CHARGES

HOURLY-RATE BASIS

Hourly Rates:

Principal Engineer, Planner, or Architect	\$170 to	\$280
Professional Engineer, Planner, Architect, Landscape Architect, or Land Surveyor.....	100 to	180
Graduate Engineer, Planner, or Architect.....	70 to	130
Designer or Technician	60 to	120
Drafter, Administrative Assistant, etc.....	50 to	100
Construction Representative	50 to	100
Surveyor	30 to	80

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 15 percent.

BWSC contract employees (non-BWSC payroll) utilized by BWSC in the provision of services under this agreement will be billed at a multiple of 1.6 times the expenses incurred by BWSC for time chargeable to the work.

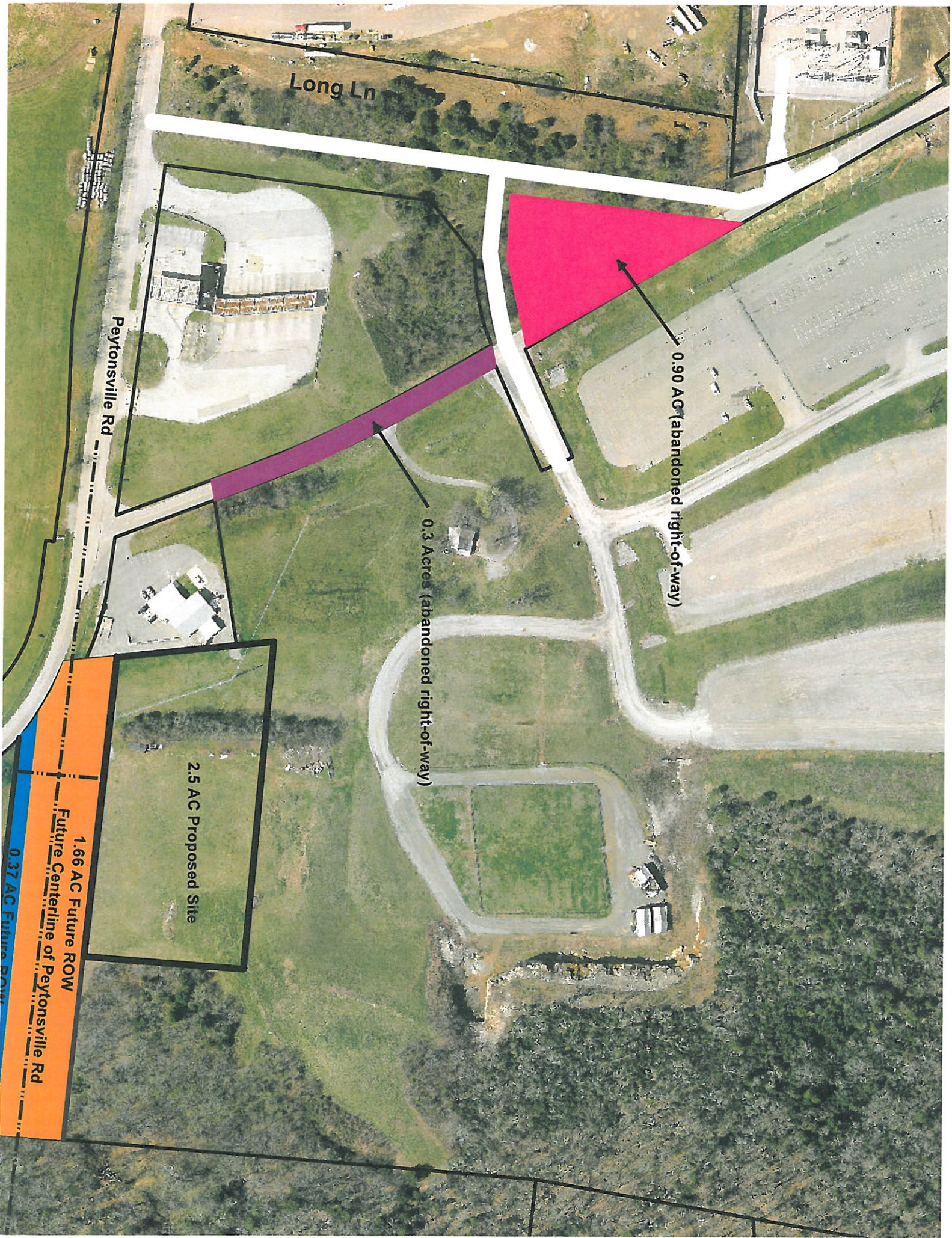
Other expenses which are properly chargeable to the work will be invoiced as follows:

- a. Travel by company or private vehicle at the IRS approved standard mileage rate.
- b. In-house printing, reproduction, and photography charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.

Invoices will be issued on a monthly basis.

NOTE: The average three-member survey crew rate ranges from \$140 to \$200 per hour, depending upon the mix of personnel used.

Effective October 2011



Long Ln

Peytonsville Rd

0.90 AC (abandoned right-of-way)

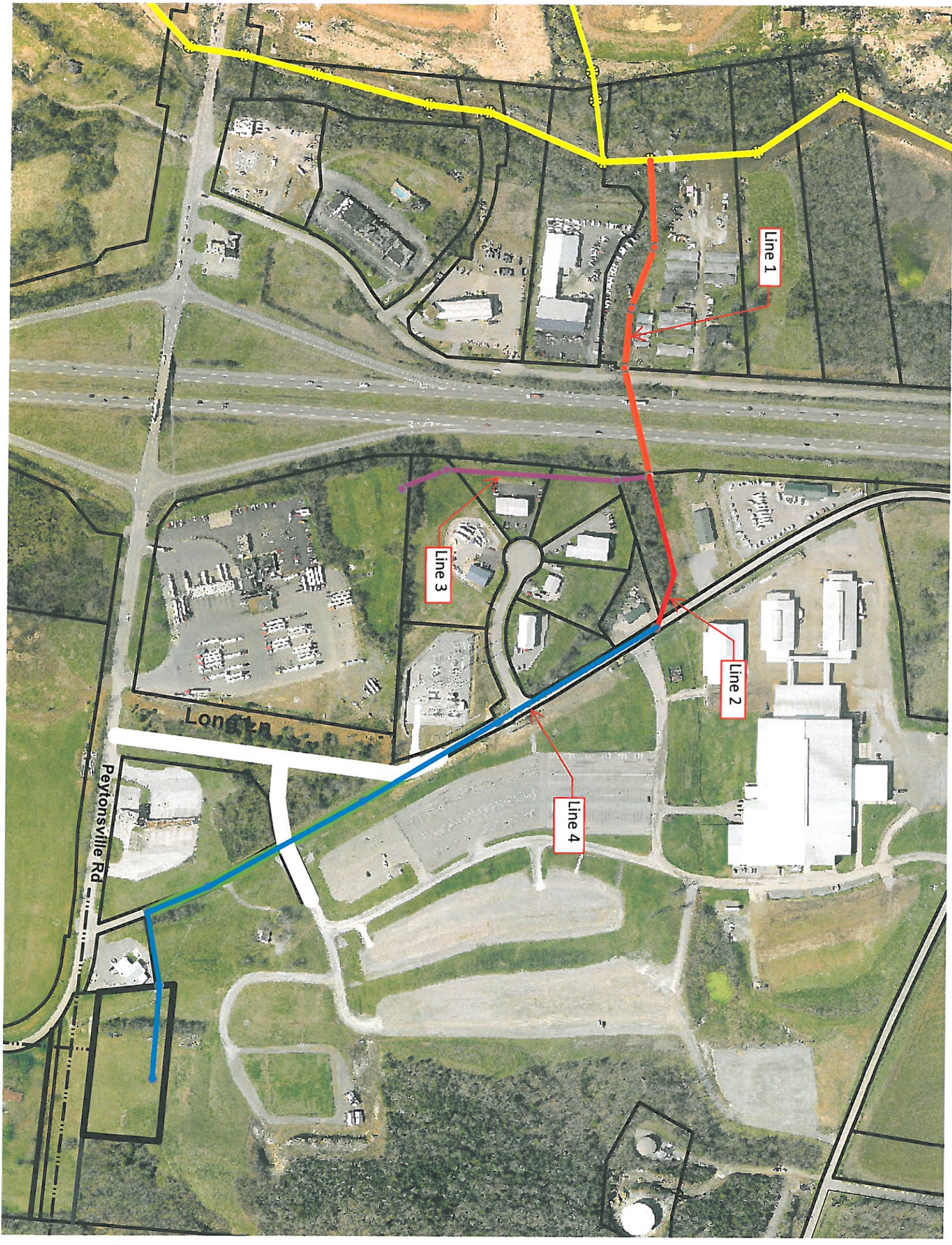
0.3 Acres (abandoned right-of-way)

2.5 AC Proposed Site

1.66 AC Future ROW

Future Centerline of Peytonsville Rd

0.37 AC Future ROW



Line 1

Line 2

Line 3

Line 4

Long Ln

Peytonsville Rd

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2016-0238**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **BARGE WAGGONER SUMNER & CANNON, 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:

Goose Creek Fire Station

1. SCOPE OF SERVICES. Consultant shall provide engineering and related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed, based on the Fee Schedule, as contained in Attachment A in the Not-to-Exceed Amount of Thirty One Thousand Seven Hundred Fifty Five and No/100 (\$31,755.00).

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

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

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

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

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

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

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

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

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

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

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

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

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

- the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

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

BY: _____

Consultant's Signature

TITLE: _____

Date: _____

BY: _____

Dr. Ken Moore

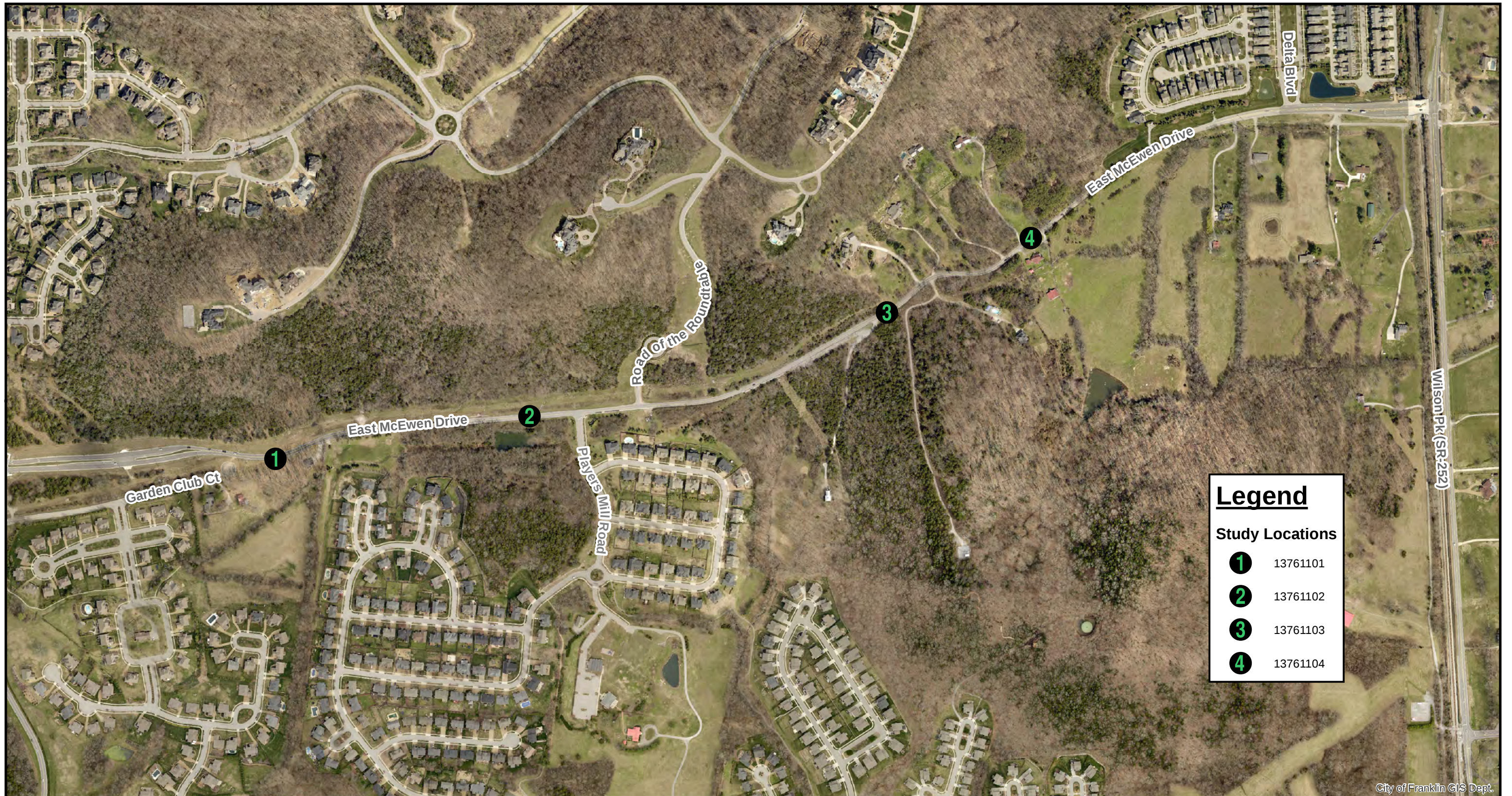
Mayor

Date: _____

Approved as to Form;

Shauna R. Billingsley, City Attorney

DRAFT



City of Franklin GIS Dept.



HISTORIC
FRANKLIN
TENNESSEE

East McEwen Drive - Traffic Study

Exhibit 1A - Study Locations

1 inch equals 500 feet



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East McEwen Drive — Traffic Study

Exhibit 1B - Traffic Data

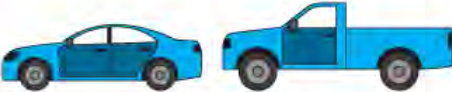
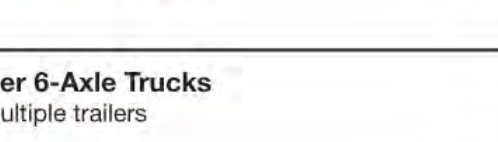
Volume (Vehicles per Day)		
Station ID	Direction	Volume
Station No. 1 (13761101)	Eastbound	6754
	Westbound	6247
	Combined	13012
Station No. 2 (13761102)	Eastbound	6770
	Westbound	6288
	Combined	13059
Station No. 3 (13761103)	Eastbound	6410
	Westbound	6060
	Combined	12473
Station No. 4 (13761104)	Eastbound	6412
	Westbound	6065
	Combined	12483
Average	Eastbound	6587
	Westbound	6165
	Combined	12757

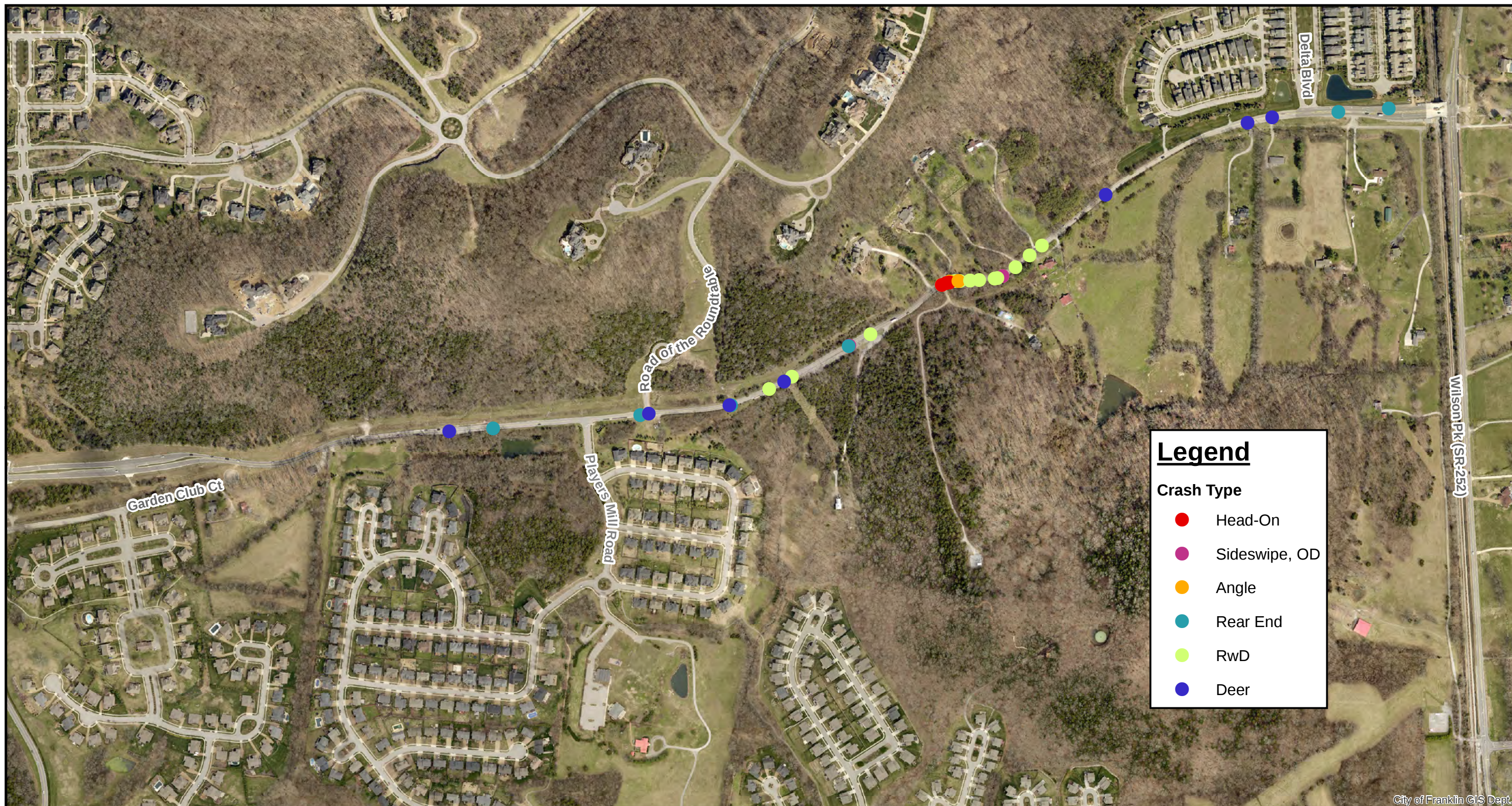
Speed (MPH)			
Station ID.	Direction	85th Percentile	Average
Station No. 1 (13761101)	Eastbound	37	31
	Westbound	36	30
	Combined	37	31
Station No. 2 (13761102)	Eastbound	42	33
	Westbound	42	35
	Combined	42	34
Station No. 3 (13761103)	Eastbound	35	29
	Westbound	36	31
	Combined	36	30
Station No. 4 (13761104)	Eastbound	40	34
	Westbound	39	33
	Combined	40	34
Average	Eastbound	39	32
	Westbound	38	32
	Combined	39	32

Vehicle Classification			
Station ID	Passenger Carriers	Commodities Carriers	Unclassified
Station No. 1 (13761101)	91.4%	3.9%	4.7%
Station No. 2 (13761102)	92.5%	3.4%	4.0%
Station No. 3 (13761103)	90.3%	5.0%	4.7%
Station No. 4 (13761104)	91.7%	4.1%	4.2%
Average	91.5%	4.1%	4.4%

East McEwen Drive — Traffic Study

Exhibit 1C - Classification Information

FHWA Vehicle Classifications			
1. Motorcycles 2 axles, 2 or 3 tires 	2. Passenger Cars 2 axles, can have 1- or 2-axle trailers 	3. Pickups, Panels, Vans 2 axles, 4-tire single units Can have 1 or 2 axle trailers 	4. Buses 2 or 3 axles, full length 
5. Single Unit 2-Axle Trucks 2 axles, 6 tires (dual rear tires), single-unit 	6. Single Unit 3-Axle Trucks 3 axles, single unit 	7. Single Unit 4 or More-Axle Trucks 4 or more axles, single unit 	8. Single Trailer 3- or 4-Axle Trucks 3 or 4 axles, single trailer 
9. Single Trailer 5-Axle Trucks 5 axles, single trailer  	10. Single Trailer 6 or More-Axle Trucks 6 or more axles, single trailer  	  	
11. Multi-Trailer 5 or Less-Axle Trucks 5 or less axles, multiple trailers 		12. Multi-Trailer 6-Axle Trucks 6 axles, multiple trailers  	
13. Multi-Trailer 7 or More-Axle Trucks 7 or more axles, multiple trailers 			



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East McEwen Drive - Traffic Study

Exhibit 2A - 2013 thru 2015 Crashes

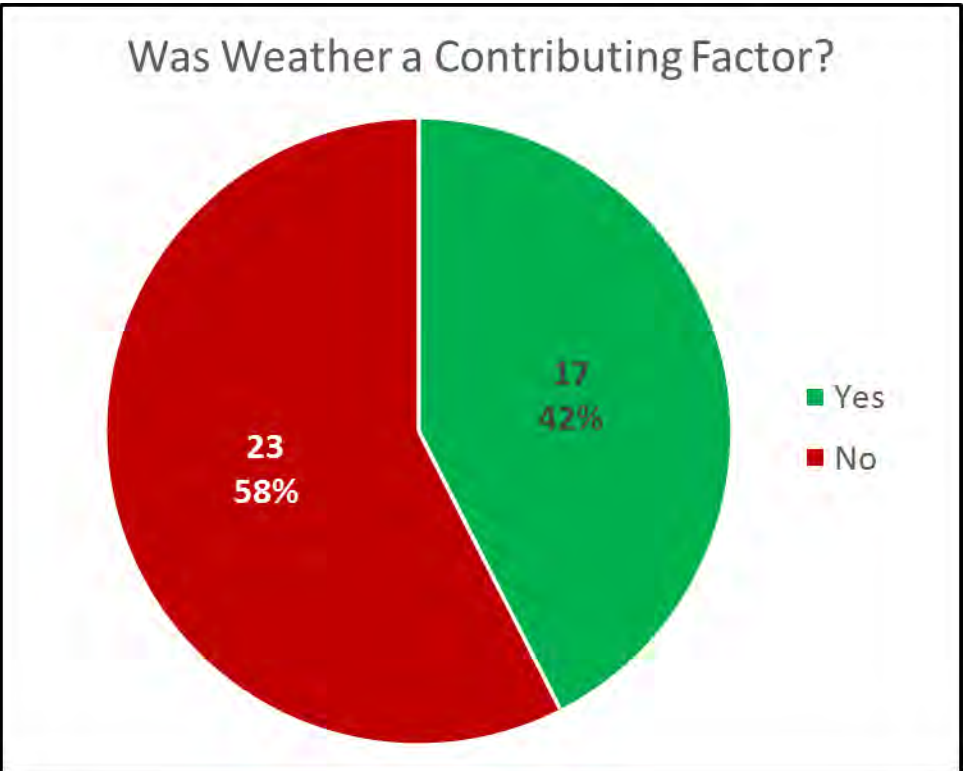
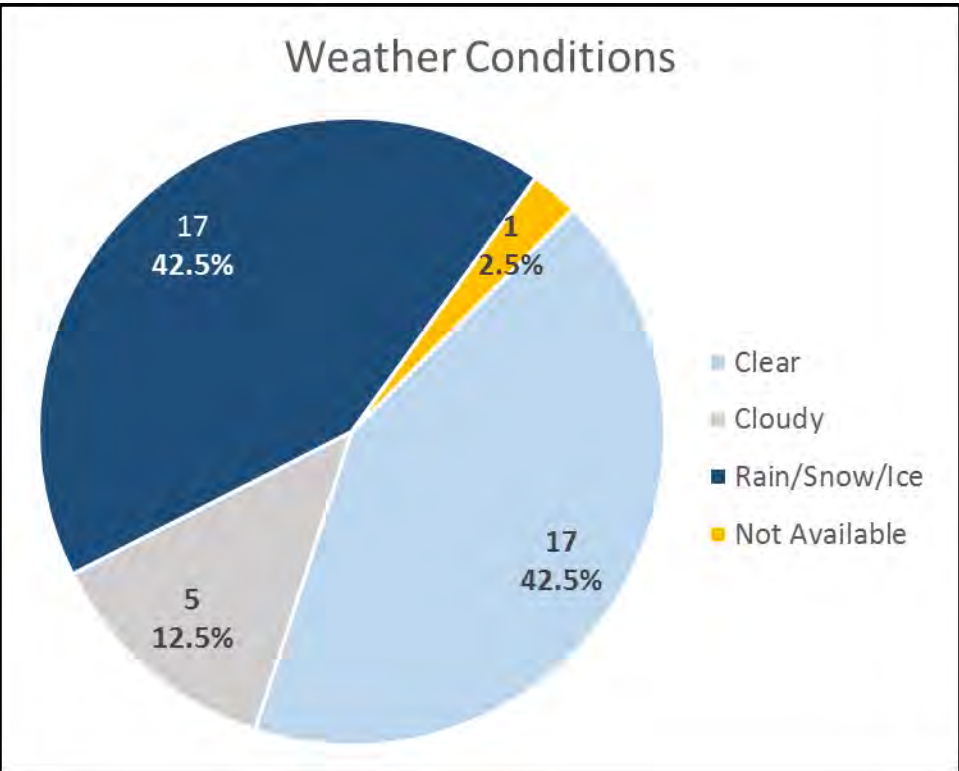
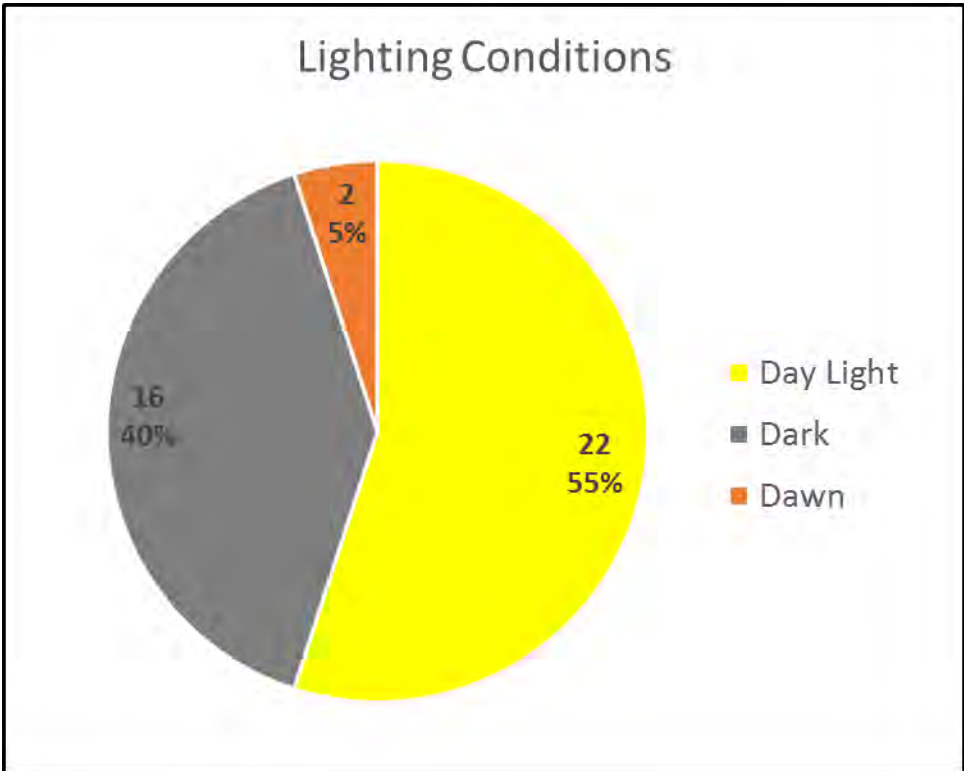
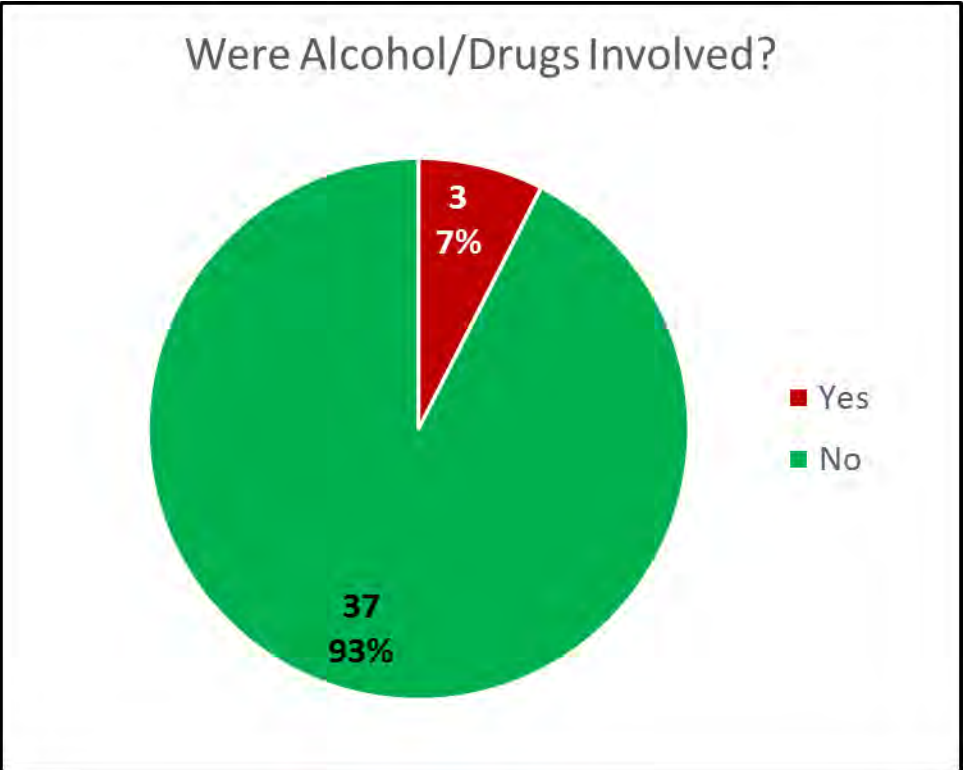
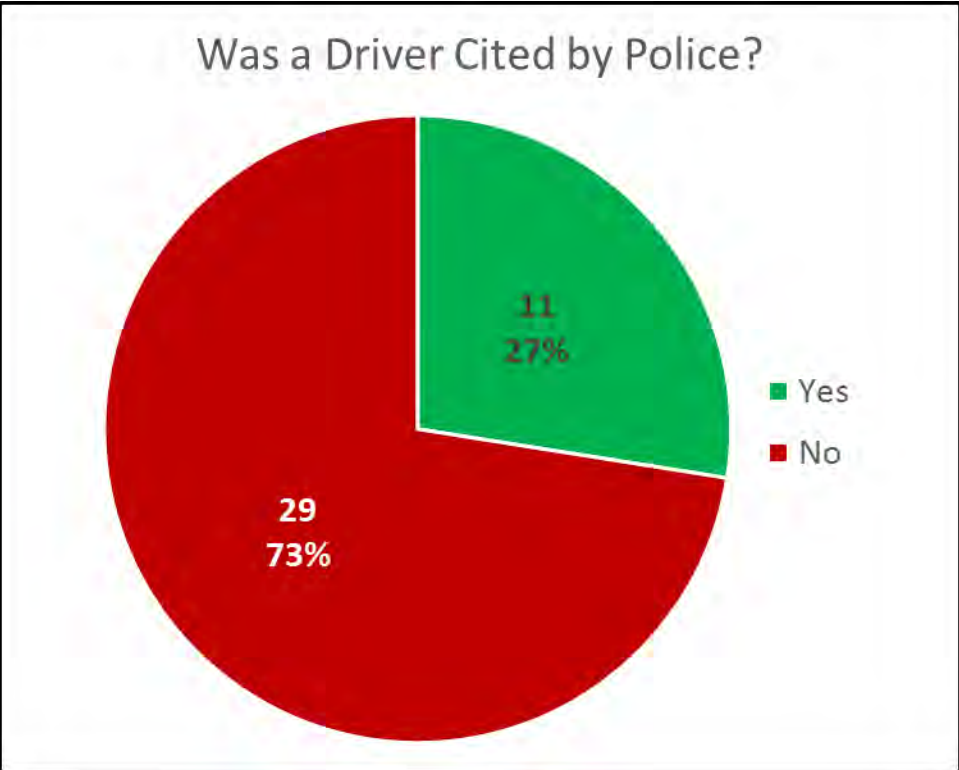
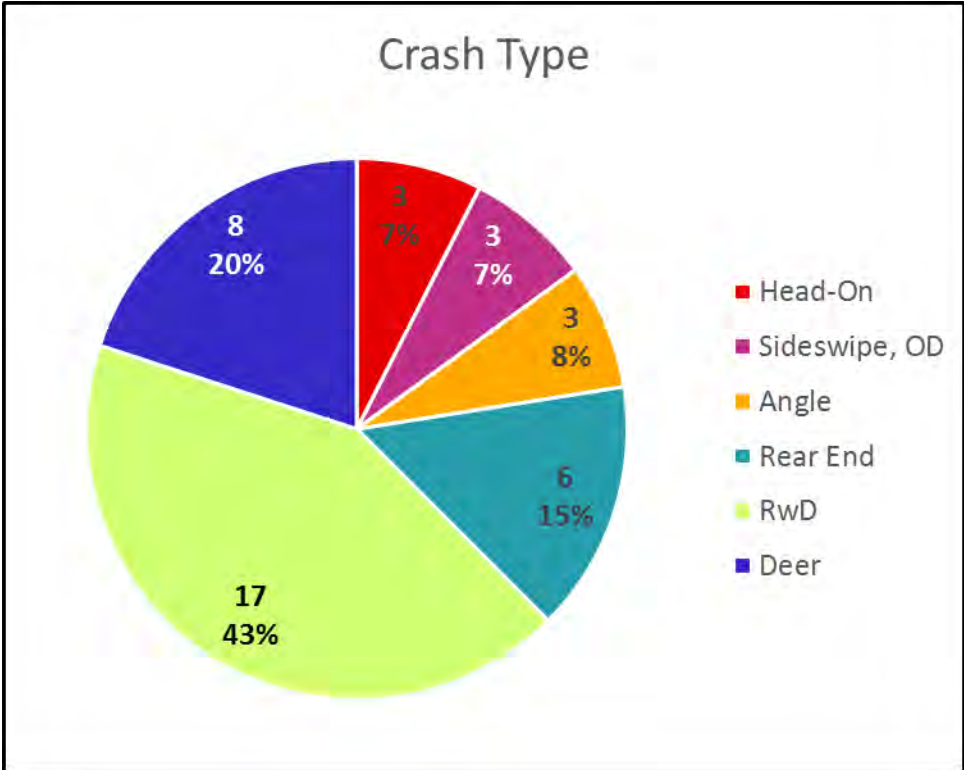
1 inch equals 500 feet



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East McEwen Drive — Traffic Study

Exhibit 2B - Crash Information





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East McEwen Drive - Traffic Study

Exhibit 3 - Slope and Guardrail

1 inch equals 500 feet



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East McEwen Drive — Safety Enhancements

Exhibit 4A - Roadway Upgrade Options



East McEwen Drive — Safety Enhancements

Exhibit 4B - Signage Upgrade Options



East McEwen Drive — Safety Enhancements

Exhibit 4C - Signage Upgrade Options

