



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, June 22, 2017

4:00 PM

Board Room

Call To Order

Approval of Minutes

1. [17-0572](#) Approval of Minutes from April 27, 2017.
2. [17-0449](#) Consideration of Amendment No. 2 to the Professional Services Agreement, COF Contract No. 2014-0209, with CT Consultants, Inc. (Formerly EG&G, Inc.) for the Preparation of Final Plans and Specifications for the Franklin Road Corridor Improvements (Streetscape) Project, from the Harpeth River Bridge to Harpeth Industrial Court, at a cost INCREASE not-to-exceed \$65,590.00.

Attachments: [COF2014-0209 Franklin Road Improvements CTC PSA Amend 2 with Exh](#)
3. [17-0558](#) Consideration of Resolution 2017-19, "A Resolution to Approve the Preliminary Design of the Jordan Branch Stream Restoration Project and Authorize Staff to Complete Right-of-Way Acquisition, Final Design and Construction"

Attachments: [Res 2017-19 Jordan Branch Construction_with Map.Law Approved.pdf](#)
4. [17-0559](#) Consideration of DRAFT Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2017-0076) with Kimley-Horn and Associates, Inc. for the Downtown Franklin Traffic Signal Timing at a Cost Increase Not-to-Exceed \$3,600.00

Sponsors: Engineering
Attachments: [C2017-0076 Amend1 DowntownSignalTiming](#)
[C2017-0076 Amend1 DowntownSignalTiming Scope](#)
5. [17-0560](#) Consideration of DRAFT Amendment No. 1 (COF Contract No. 2011-0076) to the Professional Services Agreement with Smith Seckman Reid, Inc for the Mack Hatcher Parkway Extension Water & Sanitary Sewer Relocations Project for an Amount Not-to-Exceed \$35,400.00

Attachments: [Submitted COF 2011-0076 MHP Utility Relocation Amendment 1 PSA.doc](#)
[Submitted COF 2011-0076 MHP Utility Relocation Amendment 1 Scope.pdf](#)

6. [17-0561](#) Consideration of DRAFT Amendment No. 4 (COF Contract No. 2011-0190) to the TDOT Contract No. 050013, PIN 105717 for Widening of SR-6 (Franklin Road) From Just South of SR-441 (Moores Lane) to SR-253 (Concord Road)
- Attachments:** [2011-0190_TDOT_Agreement No 050013_PIN 105717.pdf](#)
7. [17-0562](#) Consideration of DRAFT Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2015-0186) with Civil & Environmental Consultants, Inc. for the Harpeth River Bank Stabilization at the Franklin Water Reclamation Facility at a Cost Increase Not-to-Exceed \$40,000.00
- Sponsors:** Engineering
- Attachments:** [C2015-0186_Amend1_HarpethBank](#)
[C2015-0186_Amend1_HarpethBank_Scope.doc](#)
8. [17-0564](#) Consideration of DRAFT Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2013-0128) with Smith Seckman Reid, Inc. for the Hunters Bend Elementary Safe Routes to School Project (TDOT PIN 118151.00) for a Cost Increase Not-to-Exceed \$57,928.44.
- Sponsors:** Engineering
- Attachments:** [C2013-0128_Amend1_HuntersBendSRTS](#)
[C2013-0128_Amend1_HuntersBendSRTS_Scope](#)
9. [17-0566](#) Consideration of a request for Water Availability for 1381 Old Hillsboro Road (Map 037 Parcel 00400)
- Attachments:** [Availability Request.pdf](#)
[Location Map.pdf](#)
10. [17-0568](#) Consideration of a request for Water Availability for 637 Legends Crest Drive (Map 037B Parcel 00900)
- Attachments:** [Legends Ridge, Lot 809 - Exhibit.pdf](#)
[Legends Ridge, Lot 809 - Water Request.pdf](#)
11. [17-0539](#) Capital Projects Status Report
- Sponsors:** Engineering

Other Business

Adjournment

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

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR FRANKLIN ROAD CORRIDOR IMPROVEMENTS, HARPETH RIVER BRIDGE TO HARPETH
INDUSTRIAL COURT, PROJECT
COF Contract No. 2014-0209**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2017, by and between the **City of Franklin, Tennessee** ("City") and **CT Consultants, Inc.** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Franklin Road Corridor Improvements, Harpeth River Bridge to Harpeth Industrial Court - Final Plans and Specifications, dated the 14th day of October 2014; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of ONE HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$136,400.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, on February 9, 2016, the Board of Mayor and Aldermen approved Amendment No. 1 to the Professional Services Agreement with the Consultant for additional LED street lighting design work in the amount of THREE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$3,700.00); and

WHEREAS, the City and Consultant acknowledge the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated May 10, 2017, in the amount of **SIXTY-FIVE THOUSAND FIVE HUNDRED NINETY AND NO/100 DOLLARS (\$65,590.00)**; and

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their May 10, 2017, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed **SIXTY-FIVE THOUSAND FIVE HUNDRED NINETY AND NO/100 DOLLARS (\$65,590.00)**.

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

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated October 14, 2014, and Amendment 1 dated February 9, 2016, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

CT CONSULTANTS INC.

By: _____

Dr. Ken Moore

Mayor

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

Attest:

Eric S. Stuckey

City Administrator

Date: _____

Approved as to form:

Kristen L. Corn, Assistant City Attorney



May 10, 2017
Mr. William Banks

May 10, 2017

Mr. William Banks
Staff Engineer
City of Franklin, Tennessee
109 3rd Avenue South
Franklin, TN 37064

***Re: Franklin Corridor and Connector Streets Economic Development Project:
Franklin Road
Proposal for Amendment No. 2 to Professional Services Agreement for the
Franklin Road Corridor Improvements, Harpeth River Bridge to Harpeth
Industrial Court, Project COF Contract No. 2014-0209***

Dear William:

In follow-up to our recent discussions, I am submitting this updated proposal related to additional services for the Franklin Road project. This request is due to several factors, namely the additional overhead utilities that have been added along the Franklin Road corridor, the addition of box bridge structures, and the time that has elapsed since the Agreement was approved over two years ago. The additional services to be provided include:

Update Final Plans and Specifications for Bidding:

1. Update electrical plans to provide relocations of additional utilities along the corridor that were not included in previous agreements. These additional utilities are Level 3, Windstream, and Zayo Communications.
 - a. Revise plans to include underground conduits systems, details, schematic diagrams, pay items, quantities, and opinion of probable construction cost.
 - b. Coordinate with the utility companies to provide system plans that are sufficient for existing and future accommodations.
 - c. Coordinate design of additional utility accommodations with design for current utilities.
 - d. The electrical engineer shall perform one trip to the project site to coordinate final design revisions, and attend a utility coordination meeting.
2. Update electrical plans to meet current MTEMC standards
 - a. MTEMC to provide suggested revisions to current plans/current design standards based on new standards recently implemented on an adjacent completed project; update electrical plans accordingly.



May 10, 2017
Mr. William Banks

3. Update utility plans to accommodate most recent water line and sanitary sewer improvements provided by Smith Seckman Reid, Inc. (SSR).
4. Revise business signage design/details (2 business signs: Mapco and McCall's) to reflect requests by steering committee. Design subdivision entry identification sign for Harpeth Meadows (at Lancaster Dr.).
5. Submit plans to City, TDOT, and utilities for review; revise plans per comments and one resubmission for final approval.
6. Prepare updated opinion of probable construction costs.

Update Final Plans to Incorporate USACE Box Bridge Structure Design:

1. Revise applicable plans, including Demolition, Layout, Utility, Grading, and Conduit System to accommodate box bridge design. Box bridge structures are anticipated to consist of two side-by-side 10' x 18' box bridge structures. Structures to be TDOT standard reinforced concrete box bridge. Location and elevations of box bridge structures to be provided to CT by USACE through the City.
2. Revise retaining wall details to accommodate box bridge structures.
3. Prepare a road closure/detour plan related to installation of box bridge structures. It is anticipated that a fast track approach will be used for installation of box bridge structures, over a period of a few days, including a weekend. City will provide CT information on types of signs and locations; CT will show this information provided by the City on a plan.

Revise Plans Based on Meetings/Easement Negotiations with Property Owners:

1. Upon substantial completion of revised plans, the City will conduct meetings with each property owner to review proposed improvements and necessary easements. The City will document any changes that are required to the plans based on meetings with property owners, and provide this documentation to CT.
2. Revise plans to reflect changes documented by City during meetings/easement negotiations with property owners. Plan revisions are anticipated a result of City's meetings with property owners, such as relocation of equipment, layout of improvements, revised grading, and updating quantities.
3. Revise/update overall plan indicating temporary construction and permanent easements, including sanitary sewer and water line design performed by SSR. Revise/update acquisition tables to reflect final locations of easements.



May 10, 2017
Mr. William Banks

Prepare Easement Exhibits and Legal Descriptions:

1. Prepare easement exhibits for required properties indicating temporary construction easements and permanent easements.
2. Prepare legal descriptions for permanent easements.

Fee Schedule:

Update Final Plans and Specifications for Bidding: \$43,200

Update Final Plans to Incorporate USACE Box Bridge Structure Design: \$4,650

Revise Plans Based on Meetings/Easement Negotiations with Property Owners: \$10,000*

* To be invoiced hourly-not-to-exceed.

Prepare Easement Exhibits and Legal Descriptions:

a. Easement exhibits: \$35 per exhibit. Example 32 exhibits x \$35 = \$1,120**

b. Legal descriptions: \$35 per legal description.
Example 32 legal descriptions x \$35 = \$1,120**

c. Additional legal descriptions on the same property:
\$125 per additional legal description; Example 16 exhibits x \$125 = \$2,000

d. Prepare match line sheet or additional exhibit for larger parcels, if required:
\$125 per match line or additional exhibit; Example 4 exhibits x \$125 = \$500

**Indicates additional fee to the Professional Services Agreement dated October 14, 2014 (original agreement) due to wage increases since the original agreement was executed; the terms of the original agreement remain in effect.

Additional trip/utility coordination meeting by electrical engineer, if required: \$3,000



May 10, 2017
Mr. William Banks

Notes:

1. The above services do not include any improvements or modifications to the existing bridge crossing the Harpeth River.
2. It is the intent of the City to underground existing overhead utilities within the project area up to the north end of the bridge crossing the Harpeth River. The intent is that the underground utilities will transition from underground to overhead on riser poles before the bridge; the utilities will be aerial over the bridge, or otherwise routed overhead.
3. The City will be responsible for meeting and negotiating with property owners and obtaining signatures on easement/acquisition documents.
4. This proposal is based on the design and engineering per the plans titled "Franklin Corridor and Connector Streets Economic Development Project, Segment One- Franklin Road", as prepared by E.G. & G., Inc., dated April, 2014. If major revisions are requested that are inconsistent with these plans, additional fee may need to be negotiated.
5. Proposal anticipates that the project will be funded by the City. If other sources of funds are utilized, additional fee may need to be negotiated dependent upon the affect these other funding sources may have on the required formatting of plans and specifications, as well as other potential processes and procedures that may be required.
6. Additional services and trips beyond those described in the Scope of Services will be billed per attached Schedule of Wage Rates (Attachment 'A') and Reimbursable Expenses (Attachment 'B') or as otherwise negotiated.
7. It is currently anticipated that the design of new sanitary sewer and water lines will be designed to generally work with the current layout and engineering of the Franklin Road Plans dated April, 2014, including design of the storm sewer system. If significant changes are required to the plans due to the design/engineering of the sanitary sewers and water lines, fee for additional services will be negotiated.
8. Proposal does not include design, structural engineering, or preparation of specifications for box bridge structures; standard TDOT details will be used. USACE/City to provide size, location, and elevations of box bridge structures to CT for inclusion in plan set.
9. Proposal does not include design of road closure/detour plans related to installation of box bridge structures; it is anticipated that a fast track approach will be used for installation of box bridge structures, over a period of a few days, including a weekend. City will provide CT information on types of signs and locations; CT will show this information provided by the City on a plan.
10. Environmental and permitting services can be provided as additional services, if needed, upon request by the City.



May 10, 2017
Mr. William Banks

11. City to provide front end specifications for bidding of project.
12. Preparation of easement exhibits assumes 32 easement exhibits are required, however this quantity could vary depending on final locations of improvements, and based on City's negotiations with property owners.
13. Preparation of legal descriptions assumes 32 legal descriptions are required, however this quantity could vary depending on final locations of improvements, and based on City's negotiations with property owners.
14. This proposal does not include bidding services, including addenda preparation, tabulating and analyzing bids, review of bidder qualifications, making recommendation of award, attending pre-bid meeting, attending bid opening.
15. This proposal is valid for a period of 45 days from May 10, 2017.

Should you have any questions or comments, please do not hesitate to contact us.

Respectfully,

CT CONSULTANTS, INC.

Paul J. Roszak, RLA, ASLA, LEED GA
Project Manager



May 10, 2017
Mr. William Banks

ATTACHMENT A

CT Consultants, Inc. Hourly Rate Billing Schedule, Calendar Year 2016-17

A schedule of hourly rates by personnel classification is provided as reference. The complexity of a task and/or project may or may not require special expertise; however, our schedule includes those employees with specialized skills available to assist with projects and tasks requested.

<u>Employee Classification</u>	<u>Hourly Rate*</u>
Engineer Intern	\$ 30 - \$ 43
Engineer 1 & 2	\$ 63 - \$122
Project Engineer	\$ 81 - \$144
Staff Engineer	\$ 85 - \$100
Senior Engineer	\$106 - \$170
Principal Engineer	\$137 - \$279
Project Principal	\$184 - \$236
Designer 2 & 3	\$ 59 - \$115
Housing Rehab Specialist	\$ 60 - \$ 83
Housing Rehab Project Manager	\$ 83 - \$ 95
Senior Housing Rehab Project Manager	\$ 95 - \$158
Instrument Technician	\$ 47 - \$ 56
Survey Field Tech	\$ 47 - \$ 54
Survey Party Chief 1 & 2	\$ 52 - \$105
Survey Office Technician 2	\$ 54 - \$ 67
Senior Office Surveyor	\$ 77 - \$117
CAD Technician	\$ 67 - \$130
GIS Specialist	\$ 72 - \$ 82
Environmental Specialist	\$103 - \$128
Grants/Funding Specialist	\$ 75 - \$128
Landscape Planner	\$ 72 - \$ 83
Planner 3	\$ 83 - \$193
Senior Planner	\$131 - \$179
Landscape Architect 2 & 3	\$ 83 - \$136
Architect 2/Intern	\$ 69 - \$ 81
Architect 3 & 4	\$ 81 - \$180
Senior Architect	\$ 98 - \$109
Project Architect	\$105 - \$126
Principal Architect	\$126 - \$164
Construction Representative 1 & 2 & 3	\$ 54 - \$ 98
Senior Construction Representative	\$ 73 - \$ 82
Construction Technician	\$ 82 - \$ 97
Construction Project Manager	\$ 97 - \$130
Contract Administrator	\$ 67 - \$110
Assistant Controller	\$105 - \$155
Division Director/Planning	\$140 - \$154
Project Development Consultant	\$103 - \$116
Technical Support	\$ 36 - \$116

**The classifications include a variety of disciplines, so a range is provided. Rates are firm through 2017.*



May 10, 2017
Mr. William Banks

ATTACHMENT B

CT Consultants, Inc. Hourly Rate Billing Schedule, Calendar Year 2016-17

Postage		
	US Mail	Cost
	UPS (Ground/Overnight)	Cost
Travel		
	Car Rental	Cost
	Lodging	Per City's Standard Per Diem Rates*
	Airfare	Cost
Expenses		
	Meals and Incidental Expenses	Per City's Standard Per Diem Rates*
Digital Media		
	CD-R	\$1.00 / Each
	CD-RW	\$2.00 / Each
	DVD-R	\$4.00 / Each
	DVD-RW	\$5.00 / Each
Blacklines		
	1 – 1000 SF	\$0.20 / SF
	1000+ SF	\$0.15 / SF
Heavy Coated Paper (Color)		
	8 ½" x 11"	\$0.75 / Page
	8 ½" x 14"	\$1.25 / Page
	11" x 17"	\$1.75 / Page
	> 11" x 17"	\$2.00 / SF
Vellums/Translucent Bond (Black & White)		
	1 – 1000 SF	\$1.25 / SF
	1000+ SF	\$1.00 / SF
Mylar (Black & White)		
	1 – 1000 SF	\$4.25 / SF
	1000+ SF	\$3.75 / SF
Xerox Copies (Black & White)		
	8 ½" x 11"	\$0.05 / Page
	8 ½" x 14"	\$0.08 / Page
	11" x 17"	\$0.10 / Page
Xerox Copies (Color)		
	8 ½" x 11"	\$0.50 / Page
	8 ½" x 14"	\$0.75 / Page
	11" x 17"	\$1.00 / Page
Foam Core Boards		\$1.50 / SF
Mileage		\$0.50 / Mile

* In accordance with USGSA Per Diem Rates for Tennessee
Rates valid through December 31, 2017

RESOLUTION 2017-19

A RESOLUTION TO APPROVE THE PRELIMINARY DESIGN OF THE JORDAN BRANCH STREAM RESTORATION PROJECT AND AUTHORIZE STAFF TO COMPLETE RIGHT-OF-WAY ACQUISITION, FINAL DESIGN, AND CONSTRUCTION

WHEREAS, the City has received complaints for several years regarding stream-bank erosion along Jordan Branch/Spencer Creek located within the Cool Springs East Subdivision; and

WHEREAS, on May 26, 2015, the Board of Mayor and Aldermen approved COF 2015-0096 with Civil & Environmental Consultants, Inc., for the design of the Jordan Branch/Spencer Creek Restoration Project; and

WHEREAS, the project generally includes bank stabilization, stream restoration, and riparian buffer restoration; and

WHEREAS, City staff held a public meeting on July 25, 2016, and March 16, 2017, to obtain input and feedback on the final design; and

WHEREAS, The Cool Springs Real Estate Association, LP, has conceptually agreed to dedicate a permanent Public Drainage and Access Easement through the common open space known as lot 244 Plat Book 23 PG 56 and lot 626 Plat Book 24 Page 120.

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

Section 1. The Board of Mayor and Aldermen hereby approves the final design concept for the Jordan Branch Stream Restoration Project, as preliminarily shown on Exhibit A.

Section 2. The City Administrator and/or City Attorney are authorized to obtain the necessary rights-of-way, permanent easements, and/or temporary easements across the properties shown in Exhibit A and may enter into agreements with property owners with respect to the project.

Section 3. Upon completion of all property acquisition, the Board of Mayor and Aldermen authorizes staff to proceed with the construction of the Jordan Branch Stream Restoration Project.

(Signatures on next page)

IT IS SO RESOLVED AND DONE on this the ____ day of _____, 2017.

ATTEST:

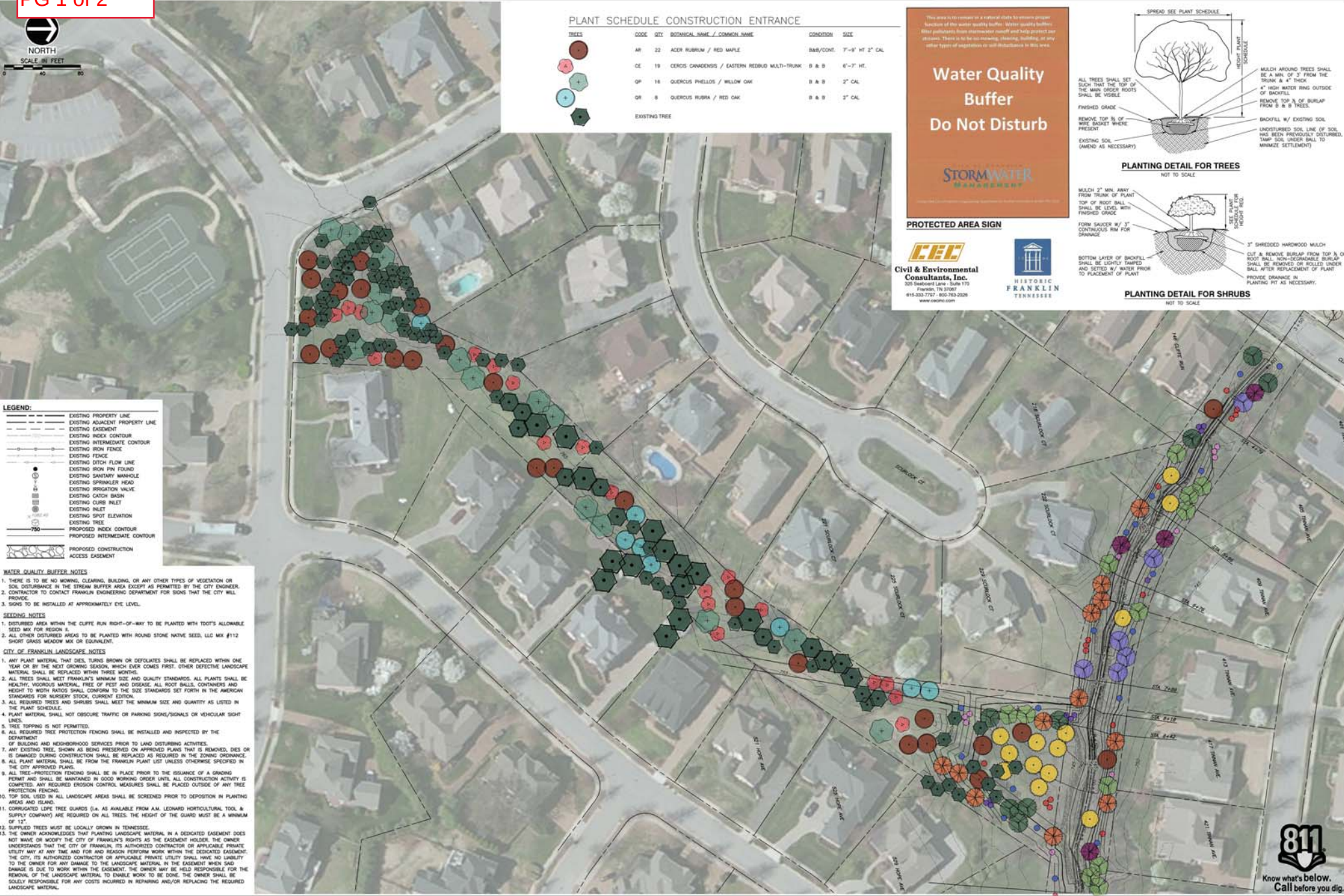
CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
DR. KEN MOORE
Mayor

Approved As To Form By:

Shauna R. Billingsley
City Attorney



PLANT SCHEDULE

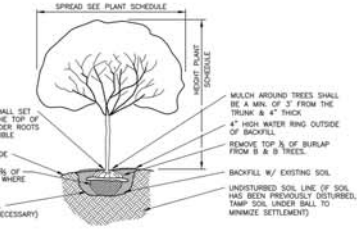
TREES	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONDITION	SIZE
AR	38		ACER RUBRUM / RED MAPLE	BAB/CONT.	7'-9" HT 2" CAL
AT	11		ASARINA TRILOBIA / PAPERBARK	MIN. 3 CAL CONT/BAB	
BN	4		BETULA NIGRA / RIVER BIRCH MULTI-TRUNK	B & B	6'-7" HT.
CA	24		CARPINUS CAROLINIANA / AMERICAN HORNBARK	BAB/CONT.	3'-5" HT. 1.5" CAL
CE	28		CERIS CANADENSIS / EASTERN REDBUD MULTI-TRUNK	B & B	6'-7" HT.
MR	8		MORUS RUBRA / RED MULBERRY	BAB/CONT.	5'-7" HT 1.5" CAL
PA	5		PLATANUS X ACERIFOLIA / LONDON PLANE TREE	B & B	2" CAL
QH	13		QUERCUS NIGRA / WATER OAK	BAB/CONT.	7'-9" HT 2" CAL
QP	16		QUERCUS PHELLOPS / WILLOW OAK	B & B	2" CAL
QR	16		QUERCUS RUBRA / RED OAK	B & B	2" CAL
SA	25		SASSAPARILLA ALBIDUM / SASSAPARILLA	BAB/CONT.	5'-7" HT 1.5" CAL
TD	20		TAXODIUM DISTICHUM / BALD CYPRESS	BAB/CONT.	3'-5" HT. 1.5" CAL
SHRUBS	CODE	QTY	BOTANICAL NAME / COMMON NAME	CONDITION	SIZE
CO	40		CEPHALANTHUS OCCIDENTALIS / BUTTERFLYBUSH	BAB/CONT.	2'-5" HT
CA2	34		CORNUS AMOMUM / SILKY DOGWOOD	BAB/CONT.	2'-5" HT
HQ	50		HYDRANGEA QUERCIFOLIA / OAKLEAF HYDRANGEA	BAB/CONT.	2'-5" HT
W	41		ILEX VERTICILLATA / WINTERBERRY	BAB/CONT.	2'-5" HT
VM	26		VIBURNUM DENTATUM "BLUE MUFFIN" / BLUE MUFFIN ARROWWOOD	BAB/CONT.	2'-5" HT

Water Quality Buffer Do Not Disturb

STORMWATER
MANAGEMENT

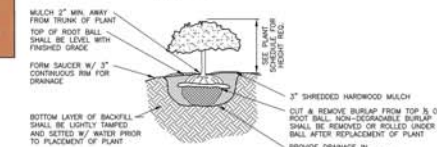
PROTECTED AREA SIGN

CEC
Civil & Environmental
Consultants, Inc.
325 Seaboard Lane - Suite 170
Franklin, TN 37067
615-553-7797 / 800-763-2326
www.cecinc.com



PLANTING DETAIL FOR TREES

NOT TO SCALE



PLANTING DETAIL FOR SHRUBS

NOT TO SCALE

- LEGEND:**
- EXISTING PROPERTY LINE
 - EXISTING ADJACENT PROPERTY LINE
 - EXISTING EASEMENT
 - EXISTING INDEX CONTOUR
 - EXISTING INTERMEDIATE CONTOUR
 - EXISTING IRON FENCE
 - EXISTING FENCE
 - EXISTING DITCH FLOW LINE
 - EXISTING IRON PIN FENCING
 - EXISTING SANITARY MANHOLE
 - EXISTING SPRINKLER HEAD
 - EXISTING IRRIGATION VALVE
 - EXISTING CATCH BASIN
 - EXISTING CURB INLET
 - EXISTING INLET
 - EXISTING SPOT ELEVATION
 - EXISTING TREE
 - PROPOSED ROCK CONTOUR
 - PROPOSED INTERMEDIATE CONTOUR
 - PROPOSED CONSTRUCTION ACCESS EASEMENT

- WATER QUALITY BUFFER NOTES**
1. THERE IS TO BE NO MOWING, CLEARING, BUILDING, OR ANY OTHER TYPES OF VEGETATION OR SOIL DISTURBANCE IN THE STREAM BUFFER AREA EXCEPT AS PERMITTED BY THE CITY ENGINEER.
 2. CONTRACTOR TO CONTACT FRANKLIN ENGINEERING DEPARTMENT FOR SIGNS THAT THE CITY WILL PROVIDE.
 3. SIGNS TO BE INSTALLED AT APPROXIMATELY EYE LEVEL.

- SEEDING NOTES**
1. DISTURBED AREA WITHIN THE CLIFFE RUN RIGHT-OF-WAY TO BE PLANTED WITH TDOT'S ALLOWABLE SEED MIX FOR REGION 3.
 2. ALL OTHER DISTURBED AREAS TO BE PLANTED WITH ROUND STONE NATIVE SEED, LLC MIX #112 "SHORT GRASS MEADOW MIX OR EQUIVALENT."

CITY OF FRANKLIN LANDSCAPE NOTES

1. ANY PLANT MATERIAL THAT DIES, TURNING BROWN OR DEFOLIATES SHALL BE REPLACED WITHIN ONE YEAR OR BY THE NEXT GROWING SEASON, WHICHEVER COMES FIRST. OTHER DEFECTIVE LANDSCAPE MATERIAL SHALL BE REPLACED WITHIN THREE MONTHS.
2. ALL TREES SHALL MEET FRANKLIN'S MINIMUM SIZE AND QUALITY STANDARDS. ALL PLANTS SHALL BE HEALTHY, VIGOROUS MATERIAL, FREE OF PEST AND DISEASE. ALL ROOT BALLS, CONTAINERS AND HEIGHT TO WIDTH RATIOS SHALL CONFORM TO THE SIZE STANDARDS SET FORTH IN THE AMERICAN STANDARDS FOR NURSERY STOCK, CURRENT EDITION.
3. ALL REQUIRED TREES AND SHRUBS SHALL MEET THE MINIMUM SIZE AND QUANTITY AS LISTED IN THE PLANT SCHEDULE.
4. PLANT MATERIAL SHALL NOT OBSCURE TRAFFIC OR PARKING SIGNS/SIGNALS OR VEHICULAR SIGHT LINES.
5. TREE TOPPING IS NOT PERMITTED.
6. ALL REQUIRED TREE PROTECTION FENCING SHALL BE INSTALLED AND INSPECTED BY THE DEPARTMENT.
7. OF BUILDING AND NEIGHBORHOOD SERVICES PRIOR TO LAND DISTURBING ACTIVITIES.
8. ANY EXISTING TREE, SHOWN AS BEING PRESERVED ON APPROVED PLANS THAT IS REMOVED, DIES OR IS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AS REQUIRED IN THE ZONING ORDINANCE.
9. ALL PLANT MATERIAL SHALL BE FROM THE FRANKLIN PLANT LIST UNLESS OTHERWISE SPECIFIED IN THE CITY-APPROVED PLANS.
10. ALL TREE-PROTECTION FENCING SHALL BE IN PLACE PRIOR TO THE RESIGNATURE OF A GRADING PERMIT AND SHALL BE MAINTAINED IN GOOD WORKING ORDER UNTIL ALL CONSTRUCTION ACTIVITY IS COMPLETED. ANY REQUIRED EROSION CONTROL MEASURES SHALL BE PLACED OUTSIDE OF ANY TREE PROTECTION FENCING.
11. TOP SOIL USED IN ALL LANDSCAPE AREAS SHALL BE SCREENED PRIOR TO DEPOSITION IN PLANTING AREAS AND RELOADED.
12. CORRUGATED LOPE TREE GUARDS (I.e., AS AVAILABLE FROM A.M. LEONARD HORTICULTURAL TOOL & SUPPLY COMPANY) ARE REQUIRED ON ALL TREES. THE HEIGHT OF THE GUARD MUST BE A MINIMUM OF 12".
13. SUPPLIED TREES MUST BE LOCALLY GROWN IN TENNESSEE.
14. THE OWNER ACKNOWLEDGES THAT PLANTING LANDSCAPE MATERIAL IN A DEDICATED EASEMENT DOES NOT WAIVE OR MODIFY THE CITY OF FRANKLIN'S RIGHTS AS THE EASEMENT HOLDER. THE OWNER UNDERSTANDS THAT THE CITY OF FRANKLIN, ITS AUTHORIZED CONTRACTOR OR APPLICABLE PRIVATE UTILITY MAY AT ANY TIME AND FOR REASON PERFORM WORK WITHIN THE DEDICATED EASEMENT. THE CITY, ITS AUTHORIZED CONTRACTOR OR APPLICABLE PRIVATE UTILITY SHALL HAVE NO LIABILITY TO THE OWNER FOR ANY DAMAGE TO THE LANDSCAPE MATERIAL IN THE EASEMENT WHEN SAID DAMAGE IS DUE TO WORK WITHIN THE EASEMENT. THE OWNER MAY BE HELD RESPONSIBLE FOR THE REMOVAL OF THE LANDSCAPE MATERIAL TO CHARGE WORK TO BE DONE. THE OWNER SHALL BE SOLELY RESPONSIBLE FOR ANY COSTS INCURRED IN REPAIRING AND/OR REPLACING THE REQUIRED LANDSCAPE MATERIAL.



Know what's below.
Call before you dig.

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR
DOWNTOWN FRANKLIN TRAFFIC SIGNAL TIMING
COF Contract No. 2016-0076

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2017, by and between the City of Franklin, Tennessee ("City") and KIMLEY-HORN AND ASSOCIATES, INC. ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Downtown Franklin Traffic Signal Timing ("Project"), dated the 11th day of April 2017; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not-to-exceed fee of SIXTY-EIGHT THOUSAND FIVE HUNDRED AND NO / 100 DOLLARS (\$68,500.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional turning movement data for the Downtown Square; and

WHEREAS, the Consultant has provided a proposal for an increase in engineering services, as described in Attachment A, in the amount of THREE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$3,600); and

WHEREAS, the City has reviewed the proposal and desires to enter into an amendment to the Agreement for the Project as proposed.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their letter of proposal ("Attachment A") which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Attachment A an amount not to exceed THREE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$3,600.00).

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated April 11, 2017, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

KIMLEY-HORN AND
ASSOCIATES, INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



ATTACHMENT A – FRANKLIN DOWNTOWN SIGNAL TIMING

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “the Consultant”) is pleased to submit this Amendment #01 for Scope of Services and Fee to the City of Franklin (“the Client”) for professional consulting services for the Franklin Downtown Signal Timing project.

SCOPE OF SERVICES

As requested by Client, Consultant will obtain 48-hour intersection turning movement counts for Main Street at 3rd Avenue (i.e. Downtown Square). Using a subconsultant (Marr Traffic, Inc.), we will obtain 48-hour traffic data provided in 15-minute intervals and categorized by vehicles, heavy vehicles, and pedestrians. This data will be considered during the Downtown Franklin Signal Timing effort, to understand the U-turn, left-turn, through, right-turn, and pedestrian crossing volumes at the Downtown Square.

SCHEDULE

Once given notice to proceed, Consultant will complete the Scope of Services based upon a schedule to be mutually determined by Client and Consultant.

Tuesday, May 23 is the last day for Williamson County Schools on the 2016-2017 calendar.
Thursday, August 10 is the first day for Williamson County Schools on the 2017-2018 calendar.

FEE

Kimley-Horn will perform the Scope of Services on a labor fee plus expense basis not to exceed \$3,600. Labor fee will be billed on an hourly basis per the previously-attached hourly rate schedule. As to these tasks, direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR MACK HATCHER PARKWAY EXTENSION WATER &
SANITARY SEWER RELOCATIONS PROJECT
COF Contract No. 2011-0076

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2017, by and between the City of Franklin, Tennessee ("City") and Smith Seckman Reid, Inc. (SSR) ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Mack Hatcher Parkway Extension Water & Sanitary Sewer Relocations, dated the 10th day of May 2011; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of Eighty five Thousand and No / 100 Dollars (\$85,000.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the Tennessee Department of Transportation have requested additional changes to the Mack Hatcher Parkway Extension Project; and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated May 12, 2017, in the amount of THIRTY-FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$35,400.00); and

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their May 12, 2017, letter of proposal (Exhibit A) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed THIRTY-FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$35,400.00).

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

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated May 10, 2011, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

Smith Seckman Reid, Inc.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



May 12, 2017

Mr. Paul Holzen, P.E.
Engineering Director
City of Franklin, Tennessee
109 Third Avenue South
Franklin, TN 37064

RE: **CITY OF FRANKLIN, TENNESSEE**
Mack Hatcher Parkway Water and Sewer Plans Update
TDOT State Project No. 94092-2226-14
SSR No. 17-41-009.0

Dear Mr. Holzen:

As you requested, we are pleased to provide a proposal for engineering services in order to update our original water and sewer plans for the TDOT S.R. 397 Mack Hatcher Parkway project. This design was completed and submitted to the City and TDOT in May of 2012.

The engineering design will involve the preparation of Construction Drawings suitable for bidding purposes. It is our understanding that Specifications will not be required for this project as the water and sewer will be constructed according to the City's State Approved specifications. The appropriate sections will be included with our TDOT submittal. SSR will utilize CDM's most recent ROW plans to update both water and sewer infrastructure. The bulk of this work will focus on the intersection of Hillsboro Road & Mack Hatcher Parkway and areas where roundabouts were removed from the original design. General TDEC approval is included in our design services but the actual plans review approval fee will be passed on to the City at cost. All other permit applications for Tennessee Department of Environment and Conservation and Tennessee Department of Transportation are excluded from our design services. Our services will also include the preparation of up to six (6) easement documents.

We propose to provide the services described above on an hourly basis with a not to exceed limit of **\$35,400.00**. Our hourly rate schedule is included as an attachment to this letter. Easement descriptions and exhibits will be delivered to the City as soon as possible for acquisition. Updated Construction Drawings and TDOT Forms will be submitted according to TDOT's December 2017 letting date. Should the project schedule exceed the anticipated timeframe, or the project warrant additional time above these maximums, we will re-visit the limits as necessary.

As with any streetscape project, construction coordination will be very important in the installation of all the utilities along the project route. When it appears the project is moving forward with construction and

if requested by the City, Smith Seckman Reid will provide a separate proposal for Construction Administration Services for the water and sewer work. If the City is in agreement with the terms of this proposal, we will then execute a formal agreement with the City. If you have any questions or concerns regarding this proposal, please do not hesitate to call me at (615)460-0543.

Sincerely,

SMITH SECKMAN REID, INC.

A handwritten signature in black ink, appearing to read "Paolo Fonda". The signature is stylized with a large, looped "P" and a cursive "Fonda".

Paolo M. Fonda, P.E.

Attachments

Cc: ATJ, File (1)

Hourly Rates

Smith Seckman Reid, Inc.

Position	Proposed Rate
Principal	\$ 200.00
Senior Project Manager	\$ 175.00
Project Manager	\$ 160.00
Senior Engineer II	\$ 150.00
Senior Engineer I	\$ 140.00
Engineer II	\$ 120.00
Engineer I	\$ 110.00
Engineer Intern	\$ 85.00
Senior Designer II	\$ 130.00
Senior Designer I	\$ 115.00
Designer II	\$ 95.00
Designer I	\$ 75.00
Clerical	\$ 75.00

Amendment Number: 4

Agreement Number: 050013

Project Identification Number: 105717.00

Federal Project Number: NH/STP-M-6(83)

State Project Number: 94004-3230-14

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

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

"SR-6(Franklin Road) from 1700 feet to the south of SR-441(Moores Lane) to SR-253(Concord Rd)"

The language of AGREEMENT #050013 dated March 6, 2013, Exhibit A for Amendment 3 is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 4.

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

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

CITY OF BRENTWOOD

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: *Jill Burgin*
Jill Burgin
Mayor

5/22/2017
Date

By: _____
John C. Schroer
Commissioner

Date

**APPROVED AS TO
FORM AND LEGALITY**

By: *Roger Horner*
Roger Horner
City Attorney

5/22/2017
Date

By: _____
John Reinbold
General Counsel

Date

CITY OF FRANKLIN

By: _____
Ken Moore
Mayor

Date

**APPROVED AS TO
FORM AND LEGALITY**

By: _____
Shauna Billingsley
City Attorney

Date

EXHIBIT "A" FOR AMENDMENT 4

CONTRACT No.: 050013
PROJECT IDENTIFICATION No.: 105717.00
FEDERAL PROJECT No.: NH/STP-M-6(83)
STATE PROJECT No.: 94004-3230-14

PROJECT DESCRIPTION: SR-6 (Franklin Road) from 1700 feet to the south of SR-441 (Moore Lane) to SR-253 (Concord Road)

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

TYPE OF WORK: RECONSTRUCTION

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
UTILITIES	STP	80%	20%	0%	\$400,000.00
ROW	LOCAL	0%	0%	100%	\$1,200,000.00
ROW	U-STP	80%	0%	20%	\$1,250,000.00
CONST	NHPP	80%	20%	0%	\$33,835,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration due to any action on the part of the Agency.

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133 (b)(14), Surface Transportation Program funds allocated or subject to allocation to the Agency. NHPP: 23 U.S.C. Section 119 (g) and Section 1106 (a), National Highway Performance Program, Environmental Mitigation.

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

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR
HARPETH RIVER BANK STABILIZATION AT THE FRANKLIN
WATER RECLAMATION FACILITY
COF Contract No. 2015-0186

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2017, by and between the City of Franklin, Tennessee (“City”) and CIVIL & ENVIRONMENTAL CONSULTANTS, INC. (“Consultant”).

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement (“Agreement”) entitled Harpeth River Bank Stabilization at the Franklin Water Reclamation Facility (“Project”), dated the 11th day of August 2015; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not-to-exceed fee of SEVENTY-FOUR THOUSAND FOUR HUNDRED AND NO / 100 DOLLARS (\$74,400.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and Consultant realize the need for construction engineering and inspection services while the project is under construction; and

WHEREAS, the Consultant has provided a proposal for an increase in engineering services, as described in Exhibit A, in the amount not-to-exceed FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00); and

WHEREAS, the City has reviewed the proposal and desires to enter into an amendment to the Agreement for the Project as proposed.

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

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

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not-to-exceed FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00).

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

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated August 11, 2015, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

CIVIL & ENVIRONMENTAL
CONSULTANTS, INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney

June 5, 2017

Mr. Paul Holzen, P.E., LEED AP
Director of Engineering
City of Franklin
109 3rd Avenue South
Franklin, TN 37064
Delivered via electronic mail to paul.holzen@franklinton.gov

Dear Mr. Holzen:

Subject: Proposal for Professional Engineering Services
Construction Services for Harpeth River Bank Stabilization at the Franklin
Waste Water Treatment Plant off Claude Yates Dr.
City of Franklin, Williamson County, Tennessee
CEC Project 150-634

Civil & Environmental Consultants, Inc. (CEC) is pleased to submit this proposal to the City of Franklin as discussed and requested. Our preparation of this proposal is based on our understanding of the construction services needed by the City to complete this project.

1.0 BACKGROUND

Civil & Environmental Consultants, Inc. (CEC) has completed the design of construction plans for bank stabilization of the Harpeth River at the City of Franklin's Wastewater Treatment Plant (WWTP). The necessary permits have been received, the advertisement for construction has been added to the City's website and is expected to run in the newspaper on Sunday June 3, 2017.

2.0 PURPOSE

The purpose of this project is to protect the WWTP infrastructure and stabilize the left descending bank of the Harpeth River. CEC has sought to accomplish this by incorporating natural stream design principles, bioengineering, and traditional stabilization techniques to the left descending bank and riparian area. The purpose of this proposal is to provide a scope and fee for CEC to provide construction observation services now that the design is completed and the project is moving forward to construction.

3.0 **SCOPE OF SERVICES**

3.1 **Task 3.5 - Construction Administration**

CEC will perform the following tasks:

- CEC will make necessary copies and sell bid documents and maintain a list of bidders (CEC assumes that the City will pay any costs associated with advertising the bid in the newspaper).
- CEC will conduct a Pre-bid Meeting.
- CEC will conduct the Bid Opening at the City of Franklin offices.
- CEC will certify the Bid tabulation and make a recommendation to the City of Franklin.
- Conduct Pre-Construction Meeting.
- CEC will conduct a Project Walk Through.
- Review and Approve Shop Drawings.
- Coordinate Utility Location and Relocation (If Necessary).
- Coordinate with Testing companies (If Necessary).
- Conduct Site Visits – Five days per week for the first two weeks of construction and one visit (3-4 hours) per week on average through substantial completion (assumed 90 calendar day construction period).
- Conduct/Attend Bi-Weekly Progress Meeting.
- Review Pay Requests and Make Recommendation to City.
- Coordinate with City Inspector and Contractor.
- Review and Make Recommendation on Change Orders.
- Interpret/Clarify Plan or Specification Questions or Conflicts.

- Conduct Substantial Completion Walk Through.
- Prepare Punchlist
- Conduct Final Walk Through
- Prepare Final Punchlist
- Prepare Final Change Order
- Warranty documentation including a site visit one year after final completion.

3.2 Task 3.6 - Construction Survey for Warranty

The City of Franklin may be required to demonstrate that the pre-construction conveyance was not adversely affected by the completed construction project. To demonstrate that the post-construction stream cross-sectional area is the same or greater than the pre-construction cross-section, CEC will perform the following tasks:

- Measure the cross-sectional area of the left descending bank by surveying the post-construction bank and comparing the area to the pre-construction bank.
- Provide a letter of warranty to the City stating the results of the post-construction survey compared to the pre-construction bank.

4.0 SCHEDULE

CEC can begin work upon receiving your authorization to proceed.

5.0 COST

Our not-to-exceed costs are based on the scope of services described above and will be billed on a Time & Materials (T&M) basis. If CEC encounters conditions that require additional services and costs beyond what is presented in the proposal, CEC will provide a written revised scope of services and revised costs for the City of Franklin's approval prior to proceeding. The estimated cost to perform the scope of services outlined above is provided below:

Task	Not-to-Exceed Cost
3.5 Construction Administration	\$35,000
3.6 Survey for Warranty	\$ 5,000
Total	\$40,000

Invoicing of professional services will be in accordance with the attached fee schedule. Reimbursable expenses, including subcontracted services, are included in our estimated costs and will be invoiced according to the attached fee schedule.

6.0 CLOSING

CEC appreciates the opportunity to submit this proposal to you. We believe the scope of services outlined will address the City of Franklin's needs in a cost and effective manner. If you have any questions or comments, please call us at (615) 333-7797.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Steven E. Casey, P.E., CPESC
Principal



Eric J. Gardner, P.E., CPESC
Project Manager

Cc: Jeff Willoughby, jeff.willoughby@franklinton.gov
Jonathan Marston, jonathan.marston@franklinton.gov

Enclosure

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
325 SEABOARD LANE • SUITE 170
FRANKLIN, TENNESSEE 37067
PHONE: 615-333-7797 • FAX: 615-333-7751
E-MAIL: nashville@cecinc.com

Municipal Services Fee Schedule

January 1, 2017 through December 31, 2017

PROFESSIONAL SERVICES

Classification	Rate/Hour
Senior Principal.....	\$220
Principal.....	\$185
Senior Project Manager	\$170
Project Manager III	\$155
Project Manager II	\$145
Project Manager I	\$135
Assistant Project Manager	\$110
Project Consultant / Geologist / Hydrogeologist / Biologist / Scientist	\$100
Staff Consultant / Geologist / Hydrogeologist / Environmental Specialist	\$95
CAD Designer.....	\$95
Draftsperson / CADD Operator.....	\$65
Senior Field Technician.....	\$80
Construction Observer / Environmental Technician.....	\$78
Senior Land Surveyor	\$140
Project Land Surveyor / GPS Specialist.....	\$100
Survey Technician IV	\$88
Survey Technician III.....	\$80
Survey Technician II.....	\$70
Survey Technician I.....	\$63
Administrative Assistant.....	\$65
Administrative Manager	\$73

DIRECT EXPENSES

Company or Personal Automobile Mileage	\$0.575/mile*
Computer / CADD Usage	\$15/hour
Other Travel Related Expenses	Cost plus 10%
Printing and Reproduction	Cost plus 10%
Telephone and Shipping.....	Cost plus 10%
Miscellaneous Services.....	Cost plus 10%

SUBCONTRACT SERVICES

Services @ Cost Plus 12%

* Will be modified to current IRS Rate

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR
PRELIMINARY ENGINEERING SERVICES AND CEI FOR
HUNTERS BEND ELEMENTARY SAFE ROUTES TO SCHOOL
COF Contract No. 2013-0128

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2017, by and between the City of Franklin, Tennessee ("City") and SMITH SECKMAN REID, INC. ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Preliminary Engineering Services and CEI for Hunters Bend Elementary Safe Routes to School ("Project"), dated the 24th day of September 2013; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not-to-exceed fee of NINETY-NINE THOUSAND NINE HUNDRED SEVENTY-TWO AND 52/100 DOLLARS (\$99,972.52), as authorized by the City Engineer and as detailed in the Fee Schedule; and

WHEREAS, numerous project delays, outside the control of the City and the Consultant, required more time and effort than originally budgeted for design; and

WHEREAS, full-time inspection services are required by a project of this type; and

WHEREAS, the Consultant has provided a proposal, dated May 15, 2017, for an increase in services, as described in Exhibit B, in the amount not-to-exceed FIFTY-SEVEN THOUSAND NINE HUNDRED EIGHTY-TWO AND 44/100 DOLLARS (\$57,982.44); and

WHEREAS, the City has reviewed the proposal and desires to enter into an amendment to the Agreement for the Project as proposed.

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

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

2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their letter of proposal ("Exhibit B") which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit B an amount not-to-exceed FIFTY-SEVEN THOUSAND NINE HUNDRED EIGHTY-TWO AND 44/100 DOLLARS (\$57,982.44).

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

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

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

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

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

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect

its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

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

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

All other provisions of the Agreement dated August 11, 2015, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

SMITH SECKMAND REID,
INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Approved as to form:

Eric S. Stuckey
City Administrator
Date: _____

Shauna R. Billingsley
City Attorney
Date: _____



May 15, 2017

Mr. Jonathan Marston
Assistant Director of Engineering
Franklin, TN 37080

Re: Supplemental Construction Engineering and Inspection Services Fee Request for the Hunters
Bend SRTS project. Pin # 118151.00 Williamson County

Dear Jonathan,

As you are aware there were many TDOT representatives that had final approval on the design for this project. The respective Local Programs Transportation Assistants changed four times before we received the approval to let the project. The project was redesigned at least three different times with input from the respective Local Programs Transportation Assistants. The redesigns amplified the charges made to this project and greatly reduced the remaining budget needed for Construction Engineering and Inspection (CEI). SSR Inc. has not charged numerous hours that could be billable in an effort to hold down costs to the City. We humbly request a Supplement to our original fee for the CEI as outlined in the attached sheets. If you need additional information, please advise.

Thanks,

Jackie

**MANDAY ESTIMATE AND FEE PROPOSAL
EXHIBIT B
FOR SUPPLEMENTAL CONSTRUCTION ENGINEERING
AND INSPECTION SERVICES
HUNTERS BEND SAFE ROUTES TO SCHOOL**

Pin #

118151

Federal Aid Project No

N/A

Smith Seckman Reid, Inc

Prepared By:
Jackie Hunter

2995 Sidco Drive
(615) 514-6148
(615) 383-1113
jhunter@ssr-inc.com

Date prepared: 4/12/2017

Project No.: 94LPLM-F3-062





**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR
HUNTERS BEND SAFE ROUTES TO SCHOOL
ESTIMATED MAN-HOURS**

SUMMARY

Item			Cost
	Timeframe	Office	Field
1a. Direct Labor (CEI)			
		\$3,885.60	\$15,085.60
		1a Office	1b Field
	Sub Total:	\$3,885.60	\$15,085.60
2. Overhead			
Home Office	175.60%		\$6,823.11
Field	156.25%		\$23,571.25
3. SubTotal 1a + 1b + 2			\$49,365.56
4. Net Fee	12.00%		\$5,349.88
5. Sub Total 3 + 4			\$54,715.44
6. Direct Expenses			
a. (Itemized)	See Itemized sheet		\$3,267.00
b.			
c.			
d. Premium Labor			\$0.00
7. Project Total (5 + 6)			\$57,982.44



**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR
HUNTERS BEND SAFE ROUTES TO SCHOOL
ESTIMATED MAN-HOURS**

PERSONNEL RATES

CLASSIFICATION	2017	2018			
Senior Project Manager	\$66.64	\$66.64			
Construction Manager	\$52.81	\$52.81			
EPSC Inspector/Engineer	\$35.00	\$35.00			
Records Clerk	\$20.00	\$20.00			
Project Engineer/Chief Inspector	\$41.98	\$41.98			
Roadway Inspector	\$35.00	\$35.00			
Engineer Intern/Inspector	\$28.25	\$28.25			
Senior Inspector	\$28.00	\$28.00			
General Inspector	\$25.00	\$25.00			
Asphalt Roadway Inspector	\$31.34	\$31.34			
Asphalt Plant Inspector	\$31.34	\$31.34			
Erosion Control Inspector	\$25.00	\$25.00			
General Inspector	\$30.00	\$30.00			

Annual Pay Rate Increased By: 0.00% Effective date of rate change is July 1st.

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR
HUNTERS BEND SAFE ROUTES TO SCHOOL
CEI DIRECT EXPENSES

Reproduction Costs:

Item Description	Number / Month	Unit Price	Item Subtotal	Total
Photo-copies		\$0.12	\$0.00	
Full size bond		\$0.50	\$0.00	
Half size bond		\$0.35	\$0.00	
Full size vellum		\$4.50	\$0.00	
Half size vellum			\$0.00	
Full size mylar		\$10.50	\$0.00	
	Monthly Sub-Total:		\$0.00	\$0.00
	Number of Months:			

Travel:

Number of Trips	No. of Miles/No. of People	RATE *	Item Subtotal	Total
Per Diem		\$46.00 / day	\$0.00	
Per Diem (75%)	X 1.00 People	\$34.50 / day	\$0.00	
Transportation	X 5.00 People	\$0.46 / day	\$0.00	
Lodging	X 1.00 People	\$77.00 / person	\$0.00	\$0.00

* Rate must agree amounts in effect with State of Tennessee travel regulations.
First and last day of travel must be at the 75% Per Diem Rate.

Other Expenses:

Vehicle Days	Days/month	Unit Price	Item Subtotal	Total
Senior Project Manager	1	\$ 30.25	\$121.00	\$121.00
Construction Manager	4	\$ 30.25	\$484.00	\$484.00
Project Inspector	22	\$ 30.25	\$2,662.00	\$2,662.00
Bridge Inspector		\$ 30.25	\$0.00	\$0.00
Asphalt Plant Inspector		\$ 30.25	\$0.00	\$0.00
EPSC Inspector		\$ 30.25	\$0.00	\$0.00
Records Clerk		\$ 30.25	\$0.00	\$0.00
Construction Manager Inspector		\$ 30.25	\$0.00	\$0.00

TOTAL DIRECT EXPENSES

\$3,267.00

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR
HUNTERS BEND SAFE ROUTES TO SCHOOL
ESTIMATED MAN-HOURS

ESTIMATED MAN-HOURS													Hours		Rates		Direct Labor		Total DL	Total OT	
													2017	2018	2017	2018					
SSR	Dec-17													5	0	\$66.64	\$66.64	\$333.20	\$0.00	\$333.20	
	Nov-17													40	0	\$52.81	\$52.81	\$2,112.40	\$0.00	\$2,112.40	
	Oct-17													0	0	\$35.00	\$35.00	\$0.00	\$0.00	\$0.00	
	Sep-17													72	0	\$20.00	\$20.00	\$1,440.00	\$0.00	\$1,440.00	
	Aug-17													0	0	\$41.98	\$41.98	\$0.00	\$0.00	\$0.00	
	Jul-17													320	0	\$35.00	\$35.00	\$11,200.00	\$0.00	\$11,200.00	\$0.00
	Jun-17													0	0	\$14.13	\$14.13	\$0.00	\$0.00	\$0.00	
	May-17													0	0	\$28.25	\$28.25	\$0.00	\$0.00	\$0.00	
	Apr-17													0	0	\$15.67	\$15.67	\$0.00	\$0.00	\$0.00	
	Mar-17													0	0	\$31.34	\$31.34	\$0.00	\$0.00	\$0.00	
	Feb-17													0	0	\$15.67	\$15.67	\$0.00	\$0.00	\$0.00	
	Jan-17													0	0	\$28.25	\$28.25	\$0.00	\$0.00	\$0.00	
														0	0	\$15.00	\$15.00	\$0.00	\$0.00	\$0.00	
														0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
														0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
														0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
														0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
														0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
														0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
														0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



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

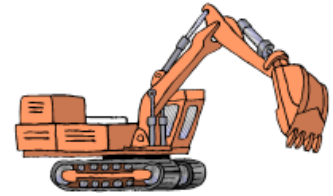
☐ DENY my Request ☐ APPROVE my request

approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial

Updated 3.1.16 - AR

MEMO

TO: Applicant
FROM: Engineering Department
DATE: February 2016
RE: Request for Water and/or Sewer Availability & Associated Costs



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

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

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

Email Application to: EngineeringMBX@franklintn.gov

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

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

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

- Construction plans are to be prepared and **submitted within one year from the granting of availability.**
- Construction of the water and sanitary sewer **improvements shall begin within one and one-half (1 ½) years from the granting of availability.**

OTHER RELATED INFORMATION:

- Pump stations and force mains are not allowed if the development can be served by extension of gravity sewer.
 - Any necessary Pump Station or Force Main shall be subject to approval by Water Dept. Director.
- **No customer shall supply water service to more than one dwelling or premise from a single service line.**

PROPERTIES OUTSIDE OF CITY LIMITS:

Per **Resolution 2015-32**: Annexation shall be required as a condition of approval for all properties outside the City Limits whether within the City's Urban Growth Boundary, or not, in order to be granted sanitary sewer availability. Annexation shall occur at such time the property becomes contiguous to the City's corporate limits or as determined by the Board of Mayor and Alderman.

- Applicant shall be required to sign the Annexation Agreement **after** Availability Request is approved by BOMA, and **before** the approved letter is issued.

SINGLE FAMILY APPLICANTS:

- Not all portions of the application will apply, please mark NA to those sections.
- If a main line extension is necessary you will be required to submit a plan & profile set for review and approval.

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

- Plans shall include: Site Layout & Location, Existing Utilities, Grading & EPSC, Plan & Profile, and Applicable Details.
- Include Final hydraulic analysis of the line/s. Use the City's standards for flow calculations.
- Water and Sewer Specifications are available on-line (in pdf form) for the convenience of the developer's engineer:
<http://www.franklintn.gov/government/engineering/development>

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

- Williamson County requires residents wishing to modify the septic system to first request availability with the City. You are required to complete the application and indicate whether you are requesting a denial or approval. (Indication does not guarantee final decision. BOMA must approve or deny your request).
- Septic System must be decommissioned per County standards: <http://www.williamsoncounty-tn.gov/index.aspx?NID=126>

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

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

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

Effective March 1, 2008, the fees and installation costs are as follows and are paid to the Building & Neighborhood Services Dept. 615-794-7012

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

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

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

3- City Installs Tap & Meter

2- Contractor Installs Tap & Meter – Subject to Addnl' Inspections

4- Fee Goes to Establishing Effluent Water System; paid with all Sewer Services

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

Private Fire Hydrant and Sprinkler Systems – The SDF for connection of private fire hydrants and sprinkler system lines to the City of Franklin's (COF) lines shall be **\$500 per inch diameter of connection** to the City's lines. Radio-read meters will be required on all private fire hydrant and sprinkler systems.

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

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

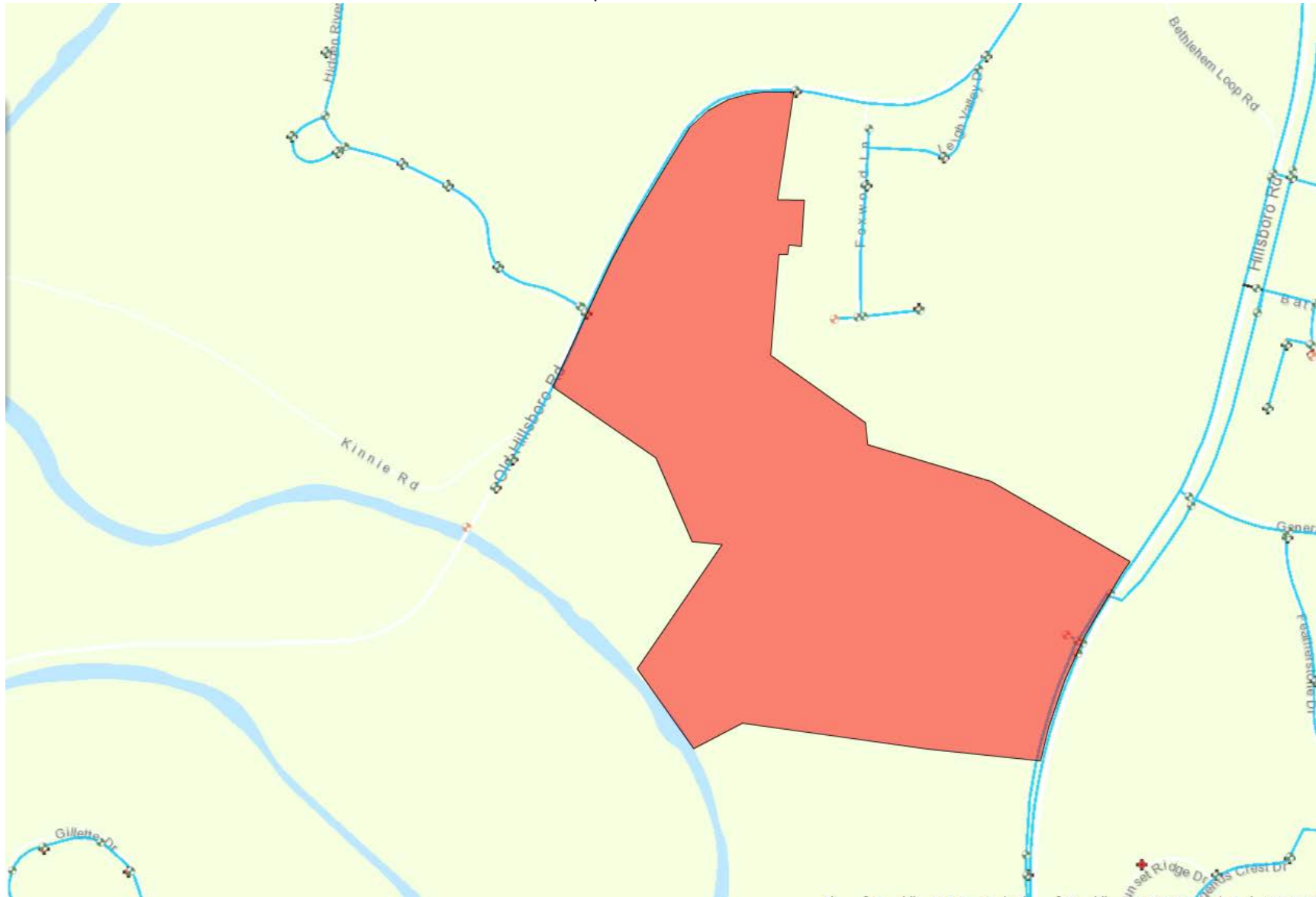
Fee Description	Applicable Utility	Fee Amount
Plan Review Fee	Water, Sewer & Reclaim Water	\$300 Water; \$300 Sewer & \$300 reclaim Water
Inspection fees:	Fee Rate	
Water Main Line	\$1.25/LF Water (minimum \$ 1,000)	
Sewer Gravity Main Line	\$2.00/LF (minimum \$1,000)	
Sewer Force Main Line	\$1.50/LF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

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

Projected Flow Examples

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

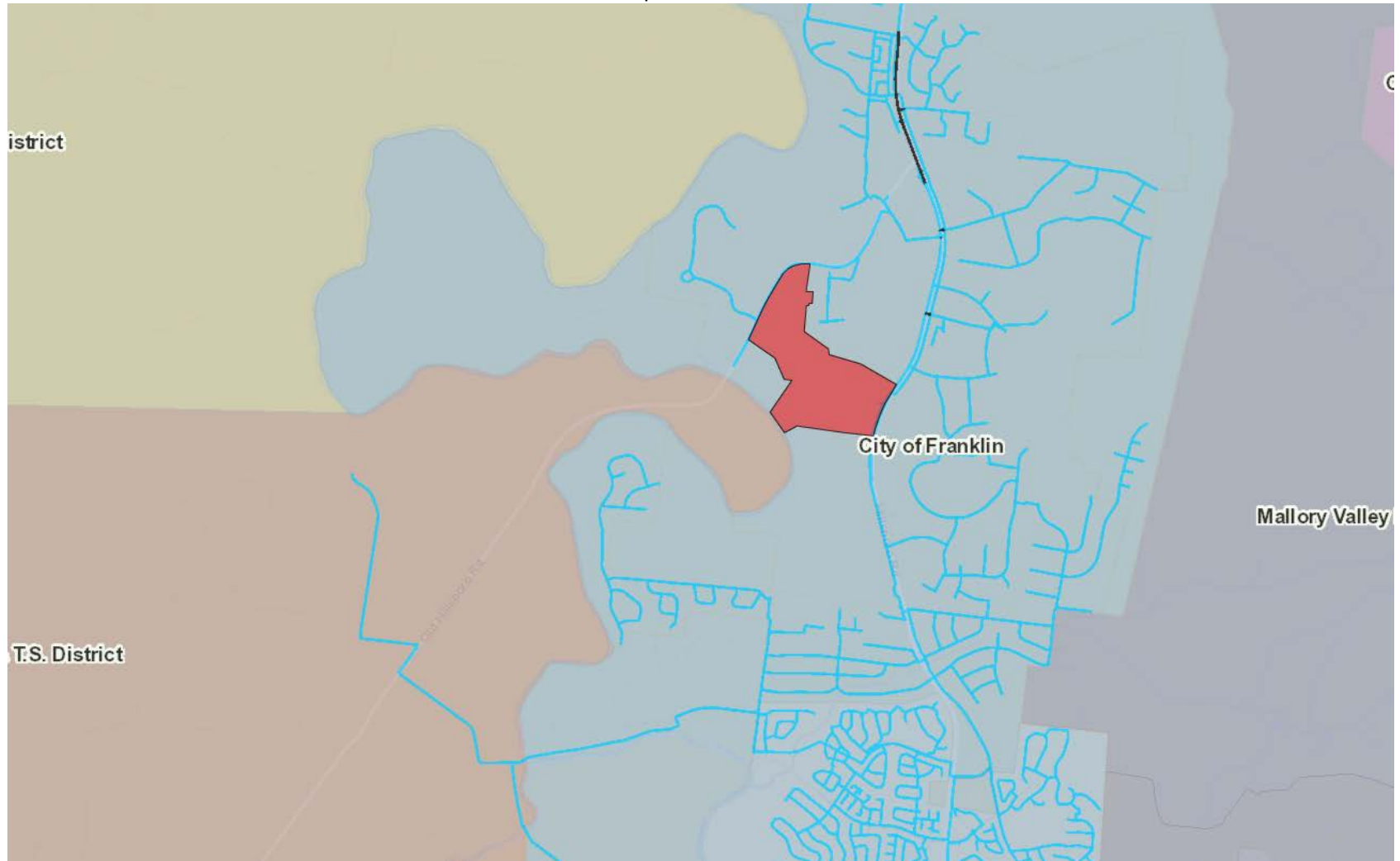
Water Availability Request
1381 Old Hillsboro Road
Map 037 Parcel 00400



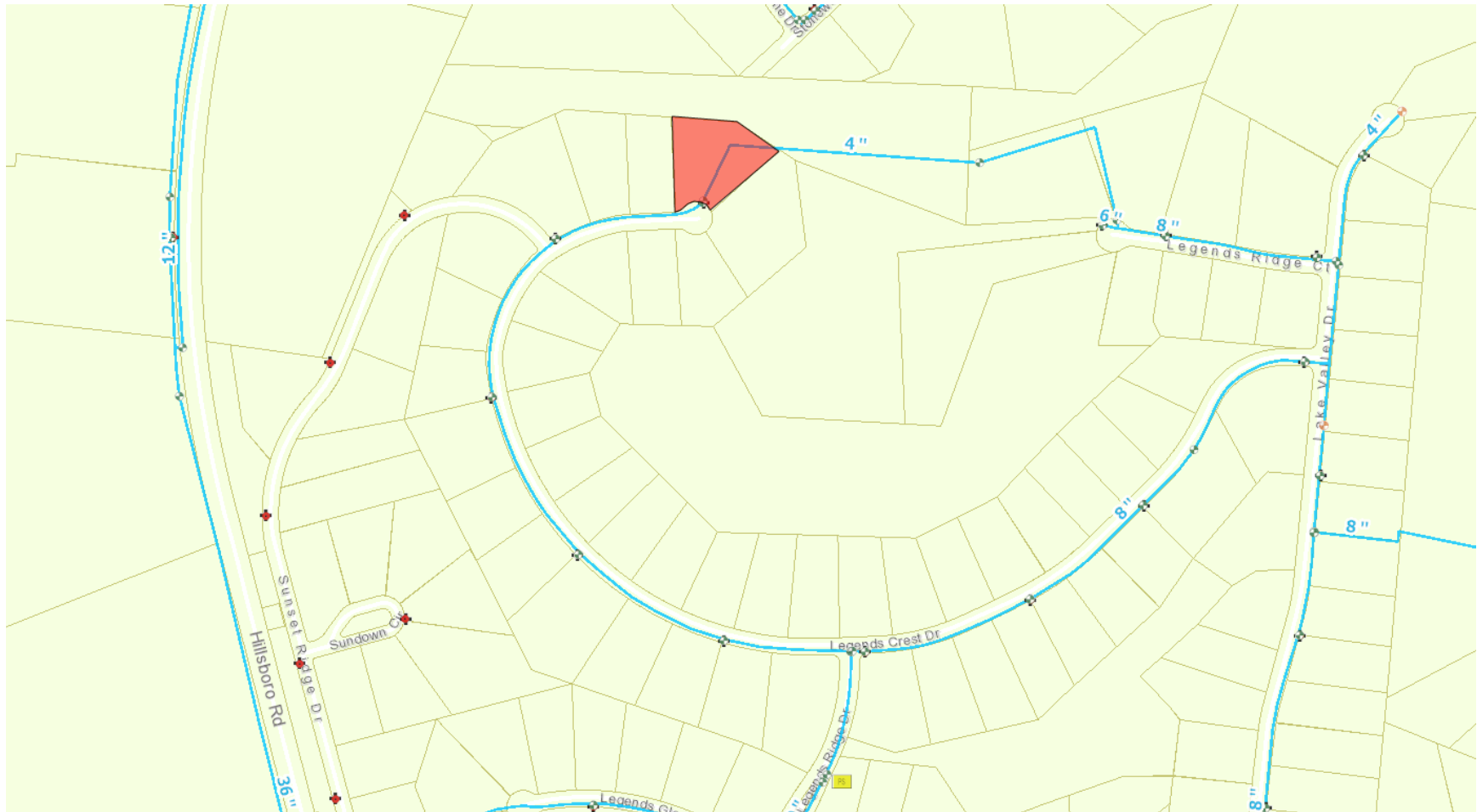
Water Availability Request
1381 Old Hillsboro Road
Map 037 Parcel 00400



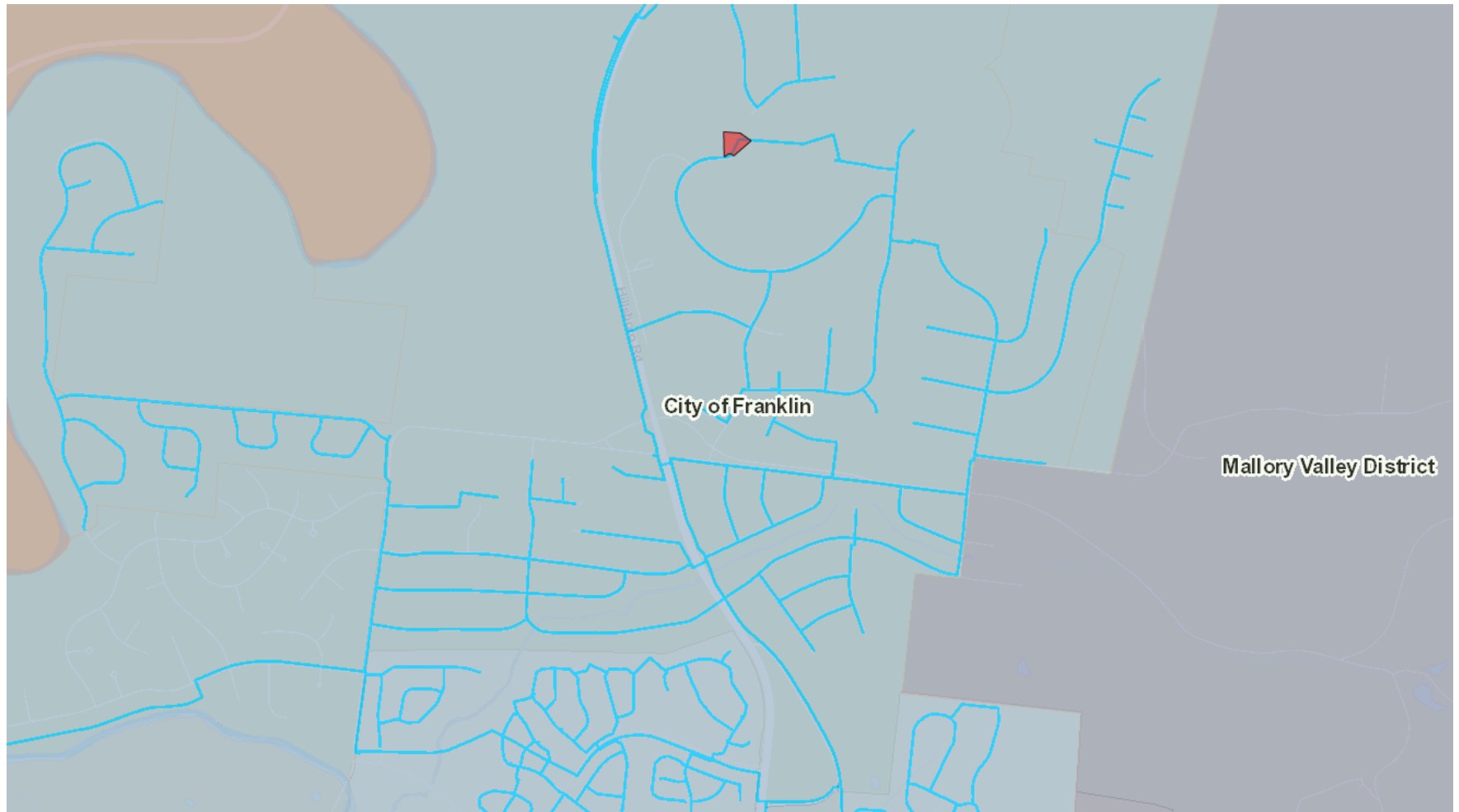
Water Availability Request
1381 Old Hillsboro Road
Map 037 Parcel 00400



Water Availability Request
637 Legends Crest Drive
(Map 037B Parcel 00900)



Water Availability Request
637 Legends Crest Drive
(Map 037B Parcel 00900)





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 #	LOT 809 LEGENDS RIDGE		
Map & Parcel(s) #			
Property Address:	637 LEGENDS CREST DR		
City Project # (If Applicable)	Ø		
# of Dwelling Units (If Residential)	1		
Applicant's Name & Company	BRAD DIXSON (TRACE CONSTRUCTION)		
Applicant's Address	637 LEGENDS CREST DR		
Applicant's Email & Phone #	BRAD@TRACECONSTRUCTIONINC.COM 615-513-9154		
Anticipated Water Meter Size(s) (see chart on pg. 3).	3/4		
Water District:	FRANKLIN		
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@franklinton.gov

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

Date Submitted:

5/31/17