



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, May 28, 2015

1:00 PM

Board Room

Approval of Minutes

1. [15-0532](#) Approval of Minutes from April 23, 2015.
2. [15-0483](#) Consideration of Change Order No. 1 (FINAL) to the 11TH Avenue South and Parks Street Improvements Construction Project (COF Contract No. 2013-0079) with L&C Contractors, Inc. for a Time Extension and a DECREASE in the contract amount of \$26,868.86 (05/28/15 CIC 4-0)

Sponsors: Paul Holzen and Engineering
Attachments: [Change Order No. 1 to COF Contract No. 2013-0079](#)
[Final Project Costs for COF Contract No. 2013-0079](#)
3. [15-0484](#) Consideration of Request for Water and Sanitary Sewer Availability Approval for Oak Valley Baptist Church at 1161 Lewisburg Pike (Map 089, Parcel 22) (05/28/15 CIC 4-0 With Recommendation To Approve Water Availability, But To Deny Sewer)

Sponsors: Paul Holzen
Attachments: [1161 Lewisburg Pk Sewer Availability Exhibit.pdf](#)
4. [15-0504](#) Consideration of DRAFT Amendment No. 2 to the Professional Services Agreement (COF Contract No. 2012-0189) with Smith Seckman Reid, Inc. (SSR) for Limited Construction Engineering and Inspection Services on the Hillsboro Road Improvements Project (05/28/15 CIC 4-0)

Sponsors: Paul Holzen
Attachments: [COF 2012-0189 Hillsboro Road SSR PSA Amendment 2.doc](#)
[COF 2012-0189 Hillsboro Road SSR PSA Amendment 2 Exhibit A.pdf](#)
5. [15-0506](#) Consideration of Resolution 2015-32, "A Resolution to Amend the City's Policy on Water and Sanitary Sewer Availability." (05/28/15 CIC, 08/27/15 CIC 3-0; 09/08/15 AND 9/22/15 WS)

Sponsors: Paul Holzen
Attachments: [Res 2015-32 Policy on Water and Sewer Availability 1992.pdf](#)
[Res 2015-32 Water and Sewer Availability Policy.doc](#)
[Res 2015-32 Standard Annexation Agreement LA.doc](#)

6. [15-0485](#) Street Projects Status Report
Sponsors: Engineering
7. [15-0486](#) Water and Sewer Projects Status Report
Sponsors: Engineering
8. [15-0487](#) Stormwater Projects Status Report
Sponsors: Engineering

Other Business**Adjournment**

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

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

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

Contract No. 2013-0079
Project 11th Avenue Improvements

Whereas, we **L&C Contractors, Inc.** entered into an contract with the CITY OF FRANKLIN, on January 14, 2014, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

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

Attachments (List documents supporting change):

- Summary of Payments to L&C Contractors, Inc. for work performed.

CHANGE IN CONTRACT PRICE:
Original Contract Price
<u>\$727,715.75</u>
Net Increase (Decrease) from previous Change Orders No. 0 to 1:
<u>\$0</u>
Contract Price prior to this Change Order:
<u>\$727,715.75</u>
Net increase (decrease) of this Change Order:
<u>(\$26,868.86)</u>
Contract Price with all approved Change Orders:
<u>\$700,846.89</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times:
Substantial Completion: <u>August 17, 2014</u>
Ready for final payment: <u>September 16, 2014</u>
Net change from previous Change Orders No. 0 to 1:
Substantial Completion: <u>0 days</u>
Ready for final payment: <u>0 days</u>
Contract Times prior to this Change Order:
Substantial Completion: <u>August 17, 2014</u>
Ready for final payment: <u>September 16, 2014</u>
Net increase (decrease) this Change Order:
Substantial Completion: <u>170 days</u>
Ready for final payment: <u>183 days</u>
Contract Times with all approved Change Orders:
Substantial Completion: <u>March 5, 2015</u>
Ready for final payment: <u>March 18, 2015</u>

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

RECOMMENDED FOR APPROVAL BY:

By: Patricia Proctor
CITY PROJECT MANAGER

Date: 5/11/15

By: _____
DIRECTOR OF ENGINEERING

Date: _____

ACCEPTED:

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

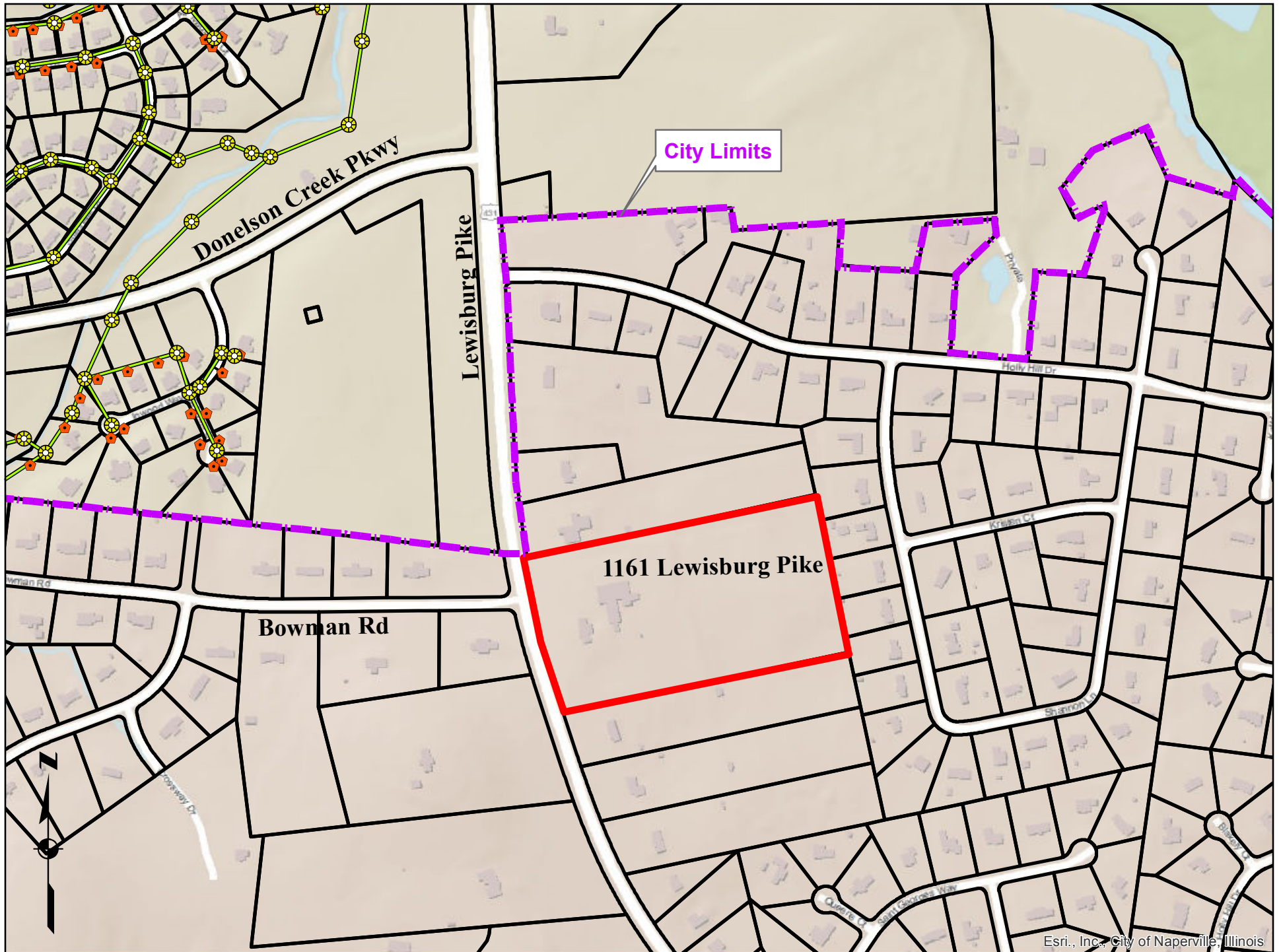
APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

		CONTRACT			PMT #1		PMT #2		PMT #3		PMT 4		PMT 5		PMT 6		PMT 7		COMPLETE TO DATE		
ITEM NO.	DESCRIPTION	QTY		UNIT PRICE	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST	QTY	TOTAL COST	QTY	AMOUNT
A	UNIT PRICE CONSTRUCTION ITEMS																				
	BASE BID																				
1	Temporary Facilities and Control	1	LS	\$10,000.00	\$10,000.00	50%	\$5,000.00	50%	\$5,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$10,000.00
2	Erosion and Sediment Control	1	LS	\$1,000.00	\$1,000.00	100%	\$1,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	1	\$1,000.00
3	Chain Link Fences and Gates	32	LF	\$30.00	\$960.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
4	Final Seeding	100	SF	\$2.00	\$200.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	3821	\$7,642.00	0	\$0.00	0	\$0.00	3821	\$7,642.00
5	Project Contingency	1	LS	\$45,000.00	\$45,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
5A	Raise waterline at night 11th Ave. and W. Main to accommodate gravity sewe	1	LS	\$6,900.00	\$6,900.00	1	\$6,900.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$6,900.00
5B	Go back and tap existing line for services 2 each @ \$550.00.	1	LS	\$1,100.00	\$1,100.00	1	\$1,100.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$1,100.00
5C	Top M.H. for 8" sewer extension	1	LS	\$750.00	\$750.00	0	\$0.00	1	\$750.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$750.00
5D	Removal of existing curb, fillin with gravel, compact with vibrating roller	1	LS	\$2,160.00	\$2,160.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$2,160.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$2,160.00
	10/15/14 Search for valve at Park St. & Park Alley; cutting big roots etc. with mini excavator; 5 employees for 4 hours	1	LS	\$1,180.00	\$1,180.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$1,180.00	0	\$0.00	0	\$0.00	0	\$1,180.00
5F	Cut huge sycamore tree ground stump	1	LS	\$3,250.00	\$3,250.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$3,250.00	0	\$0.00	0	\$0.00	0	\$3,250.00
	Found valve box under tree at Park St. & Park Alley; replaced with new box; cleaned out roots; etc.; valve 5' deep	1	LS	\$1,500.00	\$1,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$1,500.00	0	\$0.00	0	\$0.00	0	\$1,500.00
5H	Formed at ATT boxes for sidewalk; had to take out and redo forms, etc.	1	LS	\$2,578.00	\$2,578.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$2,578.00	0	\$0.00	0	\$0.00	0	\$2,578.00
5I	70 L.F. curb-gutter various places, 130 L.F. curb	1	LS	\$2,381.25	\$2,381.25	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$2,381.25	0	\$0.00	0	\$0.00	0	\$2,381.25
5J	Sod and topsoil	1	LS	\$980.00	\$980.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$980.00	0	\$0.00	0	\$0.00	0	\$980.00
5K	Patch concrete at 11th and Natchez St	1	LS	\$504.00	\$504.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$504.00	0	\$0.00	1	\$504.00
5L	Double Yellow line down 11th Ave S	1	LS	\$1,281.68	\$1,281.68	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$1,281.68	0	\$0.00	1	\$1,281.68
5M	Hand Rails at drainage areas - 3 places	1	LS	\$4,500.00	\$4,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$4,500.00	1	\$4,500.00
5N	Remobilization, demobilization	1	LS	\$2,500.00	\$2,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$2,500.00	1	\$2,500.00
5O	Sign rentals	1	LS	\$300.00	\$300.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$300.00	1	\$300.00
	BASE BID SUBTOTAL			Items 1 - 5:	\$57,160.00		\$14,000.00		\$5,750.00		\$0.00		\$2,160.00		\$19,511.25		\$1,785.68		\$7,300.00		\$50,506.93
	WATER																				
6	Install 8" DIP Class 350 Waterline	1,600	LF	\$45.00	\$72,000.00	351	\$15,795.00	602	\$27,090.00	591	\$26,595.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1544	\$69,480.00
7	Install 6" DIP Class 350 Waterline	355	LF	\$39.00	\$13,845.00	0	\$0.00	38	\$1,482.00	351	\$13,689.00	0	\$0.00	24	\$936.00	0	\$0.00	0	\$0.00	413	\$16,107.00
8	Compact D.I. Fittings	400	LB	\$10.00	\$4,000.00	305	\$3,050.00	225	\$2,250.00	448	\$4,480.00	0	\$0.00	35	\$350.00	0	\$0.00	0	\$0.00	1013	\$10,130.00
9	Install 3/4" Copper Water Service Line	460	LF	\$30.00	\$13,800.00	0	\$0.00	0	\$0.00	503	\$15,090.00	130	\$3,900.00	0	\$0.00	0	\$0.00	0	\$0.00	633	\$18,990.00
10	Connection to Existing 12" Line	2	EA	\$5,000.00	\$10,000.00	0	\$0.00	0	\$0.00	2	\$10,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$10,000.00
11	Connection to Existing 8" Line	1	EA	\$4,500.00	\$4,500.00	1	\$4,500.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$4,500.00	0	\$0.00	0	\$0.00	2	\$9,000.00
12	Cut & Cap 6" Line	3	EA	\$450.00	\$1,350.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$1,800.00	0	\$0.00	0	\$0.00	4	\$1,800.00
13	Install 8" Gate Valve	3	EA	\$1,500.00	\$4,500.00	1	\$1,500.00	1	\$1,500.00	1	\$1,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	3	\$4,500.00
14	Install 6" Gate Valve	2	EA	\$1,250.00	\$2,500.00	0	\$0.00	1	\$1,250.00	1	\$1,250.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$2,500.00
15	Install 2" Gate Valve	1	EA	\$850.00	\$850.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
16	Install 6"x6" Tapping Sleeve and Valve	1	EA	\$3,600.00	\$3,600.00	0	\$0.00	0	\$0.00	1	\$3,600.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$3,600.00
17	Install 5 1/4" Hydrant Assembly	2	EA	\$4,200.00	\$8,400.00	0	\$0.00	1	\$4,200.00	1	\$4,200.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$8,400.00
18	Install 3/4" Meter Assembly	23	EA	\$925.00	\$21,275.00	0	\$0.00	0	\$0.00	31	\$28,675.00	4	\$3,700.00	0	\$0.00	0	\$0.00	0	\$0.00	35	\$32,375.00
19	Disconnect/Reconnect Water Service	23	EA	\$150.00	\$3,450.00	0	\$0.00	0	\$150.00	0	\$0.00	20	\$3,000.00	3	\$450.00	0	\$0.00	0	\$0.00	23	\$3,450.00
20	Disconnect/Reconnect 2" Water Service	1	EA	\$1,200.00	\$1,200.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	WATER SUBTOTAL				\$165,270.00		\$24,845.00		\$37,772.00		\$109,079.00		\$10,600.00		\$8,036.00		\$0.00		\$0.00		\$190,332.00
	SEWER																				
21	Install 8" SDR-35 PVC Gravity Sewer (Includes bypass pumping)	1,290	LF	\$65.00	\$83,850.00	686	\$44,590.00	701	\$45,565.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1387	\$90,155.00
22	Lateral Service Connection	25	EA	\$1,238.00	\$30,950.00	9	\$11,142.00	21	\$25,998.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	30	\$37,140.00
23	Install New 4" Dia. Manhole Up To 6' Deep	7	EA	\$4,500.00	\$31,500.00	5	\$22,500.00	3	\$13,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$36,000.00
24	Manhole Sidewall Beyond 6'	5	LF	\$1,000.00	\$5,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
	SEWER SUBTOTAL				\$151,300.00		\$78,232.00		\$85,063.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$163,295.00
	ROAD AND SIDEWALK AND DRAINAGE																				
25	Removal of Rigid Pavement, Sidewalk, Etc. (202-01)	85	SY	\$10.00	\$850.00	0	\$0.00	0	\$0.00	0	\$0.00	151.44	\$1,514.40	169	\$1,690.00	0	\$0.00	189	\$1,890.00	509.44	\$5,094.40
26	Road & Drainage Excavation (Unclassified) (203-01)	130	CY	\$30.00	\$3,900.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
27	Mineral Aggregate, Type A Base, Grading D (303-01)	2,662	TN	\$20.00	\$53,240.00	558.98	\$11,179.60	830.13	\$16,602.60	652.33	\$13,046.60	0	\$0.00	44.49	\$889.80	0	\$0.00	41.61	\$832.20	2127.54	\$42,550.80
28	Mineral Aggregate (Size 57) (303-10.01)	75	TN	\$20.00	\$1,500.00	0	\$0.00	0	\$0.00	0	\$0.00	62.23	\$1,244.60	0	\$0.00	0	\$0.00	0	\$0.00	62.23	\$1,244.60
29	Asphalt Concrete Mix (PG70-22)(BPMB-HM) Grading B-M2 (307-02.08)	1,111	TN	\$158.00	\$175,538.00	0	\$0.00	0	\$0.00	0	\$0.00	580.97	\$91,793.26	80.8	\$12,766.40	4	\$632.00	0	\$0.00	665.77	\$105,191.66
30	Bituminous Material for Prime Coat (PC) (402-01)	4	TN	\$30.00	\$120.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
31	Saw Cutting Asphalt Pavement (407-20.02)	240	LF	\$4.00	\$960.00	0	\$0.00	0	\$0.00	0	\$0.00	398	\$1,592.00	312	\$1,248.00	0	\$0.00	312	\$1,248.00	1022	\$4,088.00
32	Sawing Concrete Pavement (Full Depth) (502-04.01)	160	LF	\$6.00	\$960.00	0	\$0.00	0	\$0.00	0	\$0.00	179	\$1,074.00	21	\$126.00	0	\$0.00	61	\$366.00	261	\$1,566.00
33	Sidewalk Drain	3	EA	\$2,800.00	\$8,400.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	3	\$8,400.00	0	\$0.00	3	\$8,400.00
34	Concrete Sidewalk (4") (701-01.01)	2,950	SF	\$6.00	\$17,700.00	0	\$0.00	0	\$0.00	0	\$0.00	2225	\$13,350.00	1734	\$10,404.00	0	\$0.00	1560	\$9,360.00	5519	\$33,114.00
35	Concrete Driveway (701-02)	690	SF	\$10.00	\$6,900.00	0	\$0.00	0	\$0.00	0	\$0.00	410	\$4,100.00	756	\$7,560.00	0	\$0.00	0	\$0.00	1166	\$11,660.00
36	Concrete Handicap Ramp (701-02.03)	310	SF	\$16.00	\$4,960.00	0	\$0.00	0	\$0.00	0	\$0.00	120	\$1,920.00	60	\$960.00	0	\$0.00	138	\$2,208.00	318	\$5,088.00
37	Bituminous Temp. Cold Mix for Trenches (775-63.96)	220	TN	\$140.00	\$30,800.00	76.12	\$10,656.80	58.53	\$8,194.20	45.2	\$6,328.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	179.85	\$25,179.00
	ROAD AND SIDEWALK AND DRAINAGE SUBTOTAL				\$305,828.00		\$21,836.40		\$24,796.80		\$19,374.60		\$116,588.26		\$35,644.20		\$9,032.00		\$15,904.20		\$243,176.46

	ALTERNATE 1																				
1	Bituminous Materials for Tack Coat (TC) (403-01)	2	TN	\$682.50	\$1,365.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2.08	\$1,419.60	0	\$0.00	2.08	\$1,419.60
2	ACS Mix (PG70-22) Grading D (411-02.10)	350	TN	\$98.00	\$34,300.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	384	\$37,632.00	0	\$0.00	384	\$37,632.00
3	Cold Planing Bituminous Pavement (415-01.02)	4,320	SY	\$1.95	\$8,424.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	4682	\$9,129.90	0	\$0.00	4682	\$9,129.90
4	Plastic Pavement Marking (Longitudinal Crosswalk) (716-02.03)	105	LF	\$36.75	\$3,858.75	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	128	\$4,704.00	0	\$0.00	128	\$4,704.00
5	Plastic Pavement Marking (Stop Line) (716-02.05)	10	LF	\$21.00	\$210.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	31	\$651.00	0	\$0.00	31	\$651.00
	ALTERNATE 1 TOTAL				\$48,157.75												\$53,536.50				\$53,536.50
	TOTAL				\$727,715.75		\$138,913.40		\$153,381.80		\$128,453.60		\$129,348.26		\$63,191.45		\$64,354.18		\$23,204.20		\$700,846.89





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

Type of Availability Requested:	CHECK ALL THAT APPLY: ☐ Water ☐ Sewer	
Project Name (If Applicable)		
Subdivision, Section, Lot		
Map & Parcel(s) #		
Property Address		
City Project # (If Applicable)		
Applicant's Name & Company		
Applicant's Address		
Applicant's Email & Phone #		
Anticipated Water Meter Size(s) (see chart on pg. 3).		
Sewage Flow Calculations: <i>Use the City of Franklin projected flow examples sheet –pg.4</i> <i>use additional sheets as necessary</i>		
Anticipated sewage flows. Information Required for Sewer Service		
FOR OFFICE USE ONLY:	SFUE:	Sewage Flow Calculations Reviewed & Approved By:

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

Email Application to: EngineeringMBX@franklinton.gov

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

Date Submitted:

AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR HILLSBORO ROAD IMPROVEMENTS PROJECT
COF Contract No. 2012-0189

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2015, 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 Hillsboro Road Improvements Project (Phase 1)("Project") SR96W to Independence Square – Construction Engineering and Inspection Services (COF Contract No. 2012-0189), dated the 22nd day of January 2013; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), as authorized by the City Engineer and as detailed in the fee schedule; and

WHEREAS, on July 8, 2014, the Board of Mayor and Alderman approved Amendment No. 1 to the Professional Services Agreement with the Consultant for additional design and inspection work in an amount not to exceed FIVE THOUSAND FIVE HUNDRED SEVENTY AND NO/100 DOLLARS (\$5,570.00); 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 the need for limited construction administration for the Hillsboro Road Improvements Project Phase 2, Independence Square to Mack Hatcher Parkway; and

WHEREAS, the Consultant has provided a proposal for an increase in engineering services, as described in Exhibit A dated April 30, 2015, in the amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00); 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 April 30, 2015, letter of proposal (Exhibit A) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00).

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 (COF Contract No. 2012-0189) dated January 22, 2013 and Amendment No. 1 dated July 8, 2014 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

April 30, 2015

Mr. David Parker
City of Franklin, Tennessee
109 Third Avenue South
Franklin, TN 37064

RE: **CITY OF FRANKLIN, TENNESSEE**
Hillsboro Road Water and Sewer – Independence Square to MHP
Additional Services
SSR No. 12-41-010.0 / COF Contract No 2012-0189

Dear Mr. Parker:

Per our meeting on April 13, 2015 the City of Franklin would like to modify Sheet W-3 of the Hillsboro Road Water Line – Independence Square to Mack Hatcher Parkway plans to accommodate a future 12” water line currently being designed by CDM. In addition the City would like SSR to provide construction administration services for the water and sewer improvements along Hillsboro Road from Independence Square to Mack Hatcher Parkway. As part of this work, SSR will attend various meetings, review contractor submittals and change order requests, providing engineering assistance during construction, and prepare record drawings.

We anticipate the water and sewer schedule to encompass a maximum of 240 days from the pre-construction meeting to record drawings, with the active construction period being around 180 days. We propose to provide the services described above on an hourly basis. We are respectfully requesting a fee increase of \$3,500.00 for the design work and \$16,500.00 for the construction administration services bringing our total adjusted fee to **\$35,570.00**. Our updated hourly rate schedule is included as an attachment to this letter. 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 always we appreciate the opportunity to serve the City of Franklin, Tennessee. If the City is in agreement with the terms of this fee increase, we will execute a formal amendment to our original contract and commence work immediately. If you have any questions or concerns regarding this request, please do not hesitate to call me at (615)460-0543.

Sincerely,
SMITH SECKMAN REID, INC.



Paolo M. Fonda, P.E.

Cc: Paul Holzen, William Banks – City of Franklin
JHB, File (1)

Hourly Rates

Smith Seckman Reid, Inc.

<u>Position</u>	<u>Proposed Rate</u>
Senior Principal	\$ 225.00
Principal	\$ 190.00
Project Manager	\$ 180.00
Senior Engineer	\$ 150.00
Engineer II	\$ 125.00
Engineer I	\$ 95.00
Senior Designer	\$125.00
Designer	\$ 90.00
Technician	\$ 75.00
Resident Project Representative	\$ 90.00
Clerical	\$ 70.00

CITY OF FRANKLIN
TENNESSEE

MEMO

TO: Board of Mayor and Aldermen
FROM: Public Works Committee *By: D.P.*
RE: Policy on Water and Sewer Availability
Within City Boundaries
DATE: October 27, 1992

At our last Public Works Committee meeting we voted (3-0) to approve and recommend to the full Board the conditions that must be met for granting of water and sewer availability within the City's boundaries. The required conditions are as follows:

1. The City has availability capacity in its collection and/or distribution systems and the treatment facilities required to handle the additions expected sewage discharge and/or water demand for the proposed project(s); and
2. The developer(s) or owner(s) shall pay all costs associated in providing the extensions of the water and/or sewer systems for the proposed project(s) and shall dedicate the improvements to the City of Franklin along with any necessary easements; and
3. Any availability granted for a project is subject to a one (1) year time limit for the submission of construction plans and a one and one half (1 1/2) year time limit for the start of construction on the project; and
4. The Board determines that such extension of water and sewer is in the best interest of the water and sewer customers of the City and in the public interest generally.

BOARD APPROVED

11-10-92

cc: David Parker
Marshall Liggett
Ted Cook
Doug Berry
June Baker
Lennice Smithson

RESOLUTION 2015-32

TO BE ENTITLED A “ RESOLUTION TO AMEND THE CITY POLICY ON WATER AND SANITARY SEWER AVAILABILITY”

WHEREAS, in August of 1986 the Board of Mayor and Aldermen adopted a policy which prohibited the extension of sanitary sewer mains outside the City Limits; and

WHEREAS, in November of 1992 this policy was rescinded and the extension of sanitary sewer mains outside the City Limits was allowed with certain conditions; and

WHEREAS, the connection to a central wastewater treatment system and the elimination of on-site treatment promotes the health, safety and welfare of all residents by protecting the environment and providing for regulatory safeguards.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, to adopt the following policy on Water and Sanitary Sewer Availability regardless of whether the property is inside or outside of the City Limits:

1. The City has available capacity in its collection and/or distribution systems and the treatment facilities required to handle the additional expected sanitary sewage discharge and/or water demand for the proposed projects (s); and
2. The developer(s) or owner(s) shall pay all costs associated in providing the extensions and/or necessary upgrades of the water and/or sanitary sewer systems for the proposed project(s) and shall dedicate the improvements to the City of Franklin along with any necessary easements; and
3. Any availability granted for a project is subject to a one (1) year time limit for the submission of construction plans and a one and one half (1 ½) year time limit for the start of construction on the project; and
4. 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 when not contiguous to the City’s corporate limits, as determined by the Board of Mayor and Aldermen; and
5. The Board of Mayor and Aldermen determines that such extension(s) of water and/or sanitary sewer service is in the best interest of the water and sanitary sewer customers of the City and in the public interest generally.

BE IT FURTHER RESOLVED, that the City Administrator shall be authorized to execute the standard annexation agreement, as shown in Attachment A, without first seeking approval from the Board of Mayor and Aldermen.

IT IS SO RESOLVED AND DONE on this 13th day of October, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____

ERIC S. STUCKEY
City Administrator

By: _____

Dr. Ken Moore
Mayor

Approved as to Form

By: _____

Shauna R. Billingsley
City Attorney

**ANNEXATION AGREEMENT
COF CONTRACT NO 2015-_____**

This Agreement is between the City of Franklin, Tennessee (“City”) and _____ (“Owners”), and is entered into on this the _____ day of _____, 20____.

WHEREAS, the Owners have submitted an availability request for utility service to the City; and

WHEREAS, the Franklin Board of Mayor and Aldermen (BOMA) have adopted Conditions and Requirements to Obtain Water and Sanitary Sewer Availability (date of adoption?); and

WHEREAS, the Conditions and Requirements to Obtain Water and Sanitary Sewer Availability require annexation at such time the property becomes continuous to the City’s corporate limits or as determined by the BOMA.

NOW THEREFORE, the City and the Owners, their successors and assigns, do hereby agree as follows:

1. Owners represent that they are the legal Owners of the following real estate located in Williamson County, Tennessee:

(Provide address and/or Map and Parcel Number for property to be served)

2. In Exchange for the City’s agreement to allow Owners to connect their property to one or more of the City’s Utility Systems, the Owners, on behalf of themselves, their heirs, successors and assigns, do hereby convey unto the City the irrevocable and perpetual right to file on their behalf a Petition of Annexation at any time after annexation becomes possible.
3. City shall allow Owners to connect utilities serving Owners property to the City’s systems. Owners shall make this connection at their expense, obtain all necessary permits for the connection and pay all fees required to connect to the City’s systems.
4. All utilities serving Owners’ property shall be located within standard easements dedicated to the City and construed in compliance with all applicable City, State and Federal regulations and standards.
5. To the extent allowed by law, City may annex Owners’ property into the City, without further action of the Owners, after owners’ property becomes contiguous to the corporate limits of the City.
6. Owners irrevocably appoint the City Administrator of Franklin, Tennessee, as their attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of Owners’ property to the City. The City Administrator may exercise this power of attorney at any time after Owners’ property becomes contiguous to the corporate limits of the City. Owners on their behalf, and on behalf of their heirs,

successors and assigns do hereby waive any notice of the filing of the petition, do hereby consent to the granting of the petition, and do hereby waive any objections, statutory or otherwise, to the annexation of the property into the City. Owners do hereby authorize the City to take whatever action necessary to complete the annexation of this property.

7. If requested by the City Administrator, Owners shall, within such time as specified by the City Administrator, submit a verified petition requesting annexation of Owners' property to the Director of Planning and Sustainability for presentation to the BOMA. The City Administrator may request Owners to present an annexation petition at any time after Owners' property becomes contiguous to the corporate limits of the City.
8. Owners further agree that they shall not consent to voluntary annexation by any other municipality without the consent of the City.
9. Owners shall give a copy of this agreement to each and every person who buys all or a portion of Owners' property. The Owner shall have this agreement recorded against the property at the Williamson County Registers of Deeds office.
10. If Owners fail to comply with any of the provisions of this agreement, or repudiate the terms of this agreement, City may terminate utility service to Owners' property and disconnect the utility lines serving Owners' property from the City's systems. City shall give Owners six (6) months prior written notice of its intent to terminate service.
11. The City reserves the right to terminate this Agreement upon written notice to the Owners or their heirs, successors or assigns. Said termination shall not be deemed a "breach of contract" by the City.
12. The City shall have no liability except as specifically provided for in this Agreement.
13. This Agreement may be modified only by a written amendment executed by the parties hereto.
14. The parties agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, successors and assigns and that there are no understandings or agreements between them except as contained in this instrument.
14. 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 for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
15. Entire Agreement. This Agreement together with its exhibit(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.

Approved by the Franklin Board of Mayor and Aldermen on _____, 20__.

WITNESS our hands on the dates as indicated.

Owner

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF _____)

Before me, _____, a Notary Public of said County and State, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____self to be _____ (or other officer authorized to execute the instrument) of Boyle Investment Company the within named bargainor, a limited liability company, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained, by personally signing the name of the company by _____self as _____.

Witness my hand and seal, at Office in _____, Tennessee, this ____ day of _____, 20____.

Notary Public
My Commission Expires: _____

ATTEST:

By: _____
Eric S. Stuckey
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Date: _____

STATE OF TENNESSEE)
)ss:
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared **Dr. Ken Moore** and **Eric S. Stuckey**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this _____ day of _____, 20____.

Notary Public
My Commission Expires:_____

Approved as to form by:

Shauna R. Billingsley, City Attorney