City of Franklin

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

Meeting Agenda

Capital Investment Committee

Thursday, May 23, 2019 | **4:00 PM** | **Board Room**

Call To Order

1. 19-0590 Consideration of Minutes from March 28, 2019.

2. 19-0440 Consideration Of A Request To Deny Sanitary Sewer Availability Denial For 1886 Wilson Pike (Tax Map 61, Parcel 13.10) (05-23-19 CIC 4-0)

Sponsors: Michelle Hatcher

Attachments: 1886 Wilson Pike - Form.pdf
map.pdf

3. 19-0587 Consideration of Change Order No. 1 to the Construction Contract (COF Contract No. 2017-0264) with Kiewit Infrastructure South, Co., for the Water Reclamation Facility Modifications and Expansion Project for a Cost Increase of $180,565.00 (05-23-19 CIC 4-0)

Sponsors: Michelle Hatcher

Attachments: Change Order No. 1.pdf

4. 19-0435 Consideration of Resolution 2019-39, “Resolution Authorizing Condemnation For The Acquisition of Property For the PF Chang’s Portion of the Spencer Creek at Franklin Road Sanitary Sewer Project (05-23-19 CIC 4-0)

Sponsors: Michelle Hatcher

Attachments: RES 2019-39 Condemnation_Spencer Creek Sewer Project_with Exhibit A.Law

Legislative History

5/14/19	Work Session	referred to the Work Session

5. 19-0532 Consideration of Professional Services Agreement for the Henpeck Lane Sanitary Sewer Project Construction Administration and Inspection Services with Civil & Environmental Consultants, Inc. in the Amount of $277,600.00 (COF Contract No. 2019-0163) (05-23-19 CIC 3-0)

Sponsors: Michelle Hatcher and Patricia McNeese

Attachments: 2019-0163 Henpeck Lane Sewer Construction Admin and Inspection_CEC_witł
20190606_PSA_Henpeck Lane CEC for Inspection Services_V1.pdf

6. 19-0431 Consideration of Ordinance 2019-12, "An Ordinance Amending the City of Franklin Municipal Code, Appendix A - Comprehensive Fees and penalties, Chapter 16. Street and Sidewalks" (05-23-19 CIC 3-0; 06-11-19 BOMA 1st Reading 8-0) Second and Final Reading

Sponsors: Paul Holzen and Jonathan Marston

Attachments: Ord 2019-12 Amend FMC_TIA Review Fee 19-0431.Law Approved.pdf

7. 19-0588 Consideration of a Professional Services Agreement (COF Contract No. 2019-0173) with Lose Design for the FSSD Baseball Field Reconstruction Project for a Not-to-Exceed Amount of $276,300. (05-23-19 CIC 4-0)

Sponsors: Lisa Clayton, Paul Holzen and Jonathan Marston

Attachments: 2019-0173 Lose Design_FFSD Ball Field Reconstruction PSA_with Exhibit.Law

8. 19-0571 Consideration of a Professional Services Agreement (COF Contract No. 2019-0167) with Alfred Benesch & Company for the Park at Harlinsdale Farm Multi-Use Path & Bridge Project in an Amount Not-to-Exceed $29,176.00 (05-23-19 CIC 4-0)

Sponsors: Paul Holzen and Jonathan Marston

Attachments: COF 2019-0167 HARLINSDALE FARM TRAIL PSA 19-0571_with Exhibit.Law A

9. 19-0498 Consideration of of TDOT Local Agency Project Agreement No. 180117 (COF Contract No. 2019-0155) for the Harlinsdale Farm Multi-Use Path & Bridge (PIN 126630.00) (05-23-19 CIC 4-0)

Sponsors: Engineering

Attachments: C2019-0155_TDOT_HarlinsdaleFarmPathBridge.Law Approved.pdf

10. 19-0521 Consideration of Professional Services Agreement (COF Contract No. 2019-0162) with Neel-Schaffer, Inc. for the 2019 Murfreesboro Road Traffic Signal Timing Update Project for an Amount Not-to-Exceed $116,523.00 (05-23-19 CIC 4-0)

Sponsors: Paul Holzen and Jonathan Marston

Attachments: 2019-0162 Neel Schaffer_SR96 SIGNAL TIMING 19-0521_with Exhibit.Law Ap

11. 19-0430 Consideration of Resolution 2019-47, A Resolution Approving the City's On-Call Engineering (COF Contract Nos. 2019-0083, 2019-0084, and 2019-0085), Surveying (COF Contract Nos. 2019-0084 and 2019-0086) and Traffic Engineering (COF Contract Nos. 2019-0123, 2019-0124 and 2019-0125) Professional Services Agreements. (05-23-19 CIC 4-0)

Sponsors: Engineering

Attachments: RES 2019-47 On-Call Contracts_with contracts and attachments.Law Approved

12. 19-0436 Water and Sanitary Sewer Project Status

Sponsors: Michelle Hatcher

Attachments: May 2019 CIC Status

13. 19-0559 Capital Projects Status Report

Sponsors: Engineering

Attachments: Capital Projects Status Report.pdf

Other Business

Adjournment

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

Request for Water and/or Sewer Availability & Associated Costs

HISTORIC FRANKLIN TENNESSEE

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 #	Lanham Residence Lot 2 Mullins subdivision
Map & Parcel(s) #	Tax Map 61, Parcel 13.10
Property Address:	1886 Wilson Pike
City Project # (If Applicable)	
# of Dwelling Units (If Residential)	1
Applicant's Name & Company	Craig Lanham
Applicant's Address	13434 Scenic Glade Dr Houston, TX 77059
Applicant's Email & Phone #	CKL@KodiakResources.net 2703146874
Anticipated Water Meter Size(s) (see chart on pg. 3).	3/4"
Water District:	

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

350 gpd

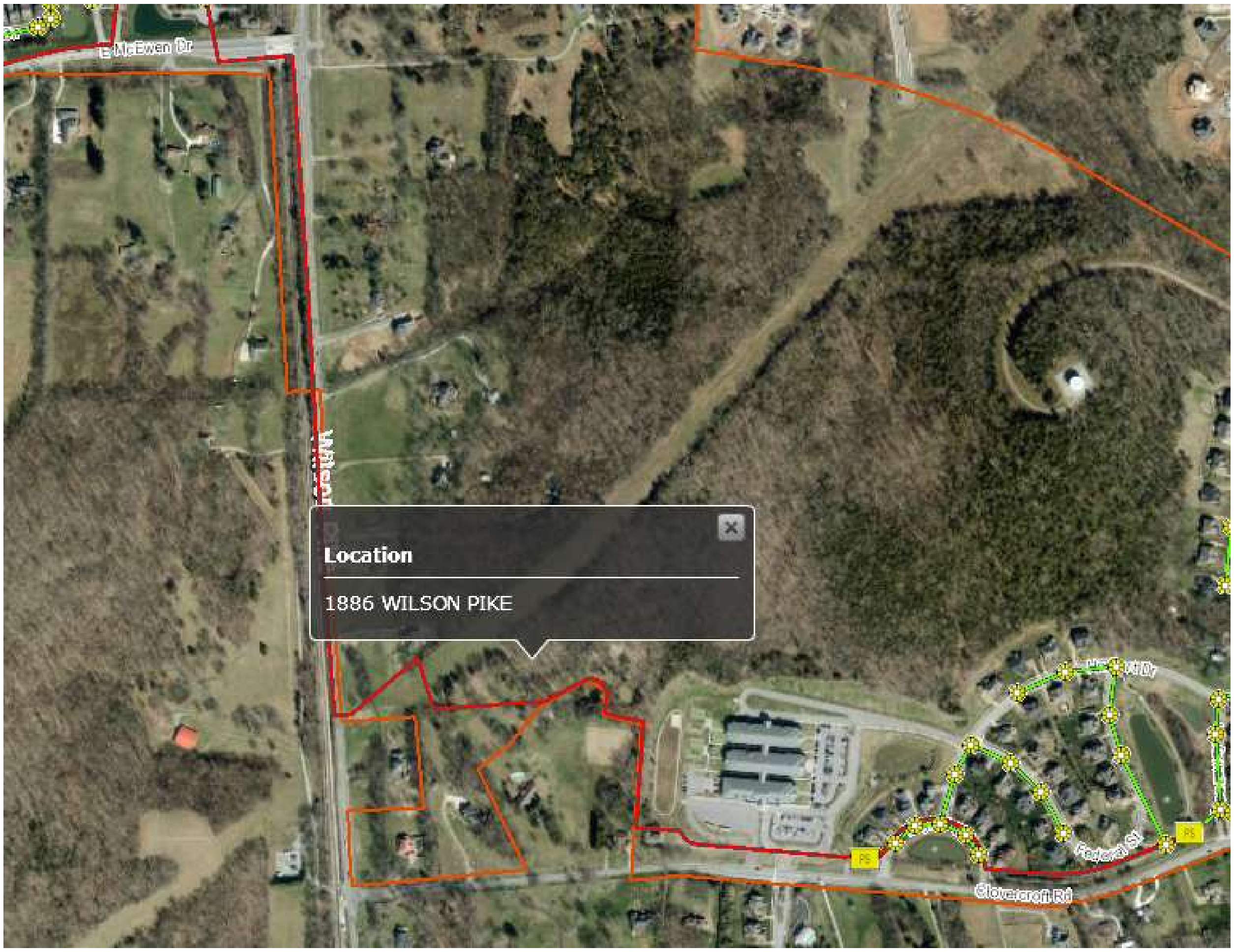
use additional sheets as necessary

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

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

Email Application to: availability@franklintn.gov

For additional information or questions please call: 615-794-4554 **Date Submitted:** 3/19/2019


E McEwen Dr
Location
1886 WILSON PIKE
Federal St
Clovercroft Rd
PS
PS

REQUEST FOR CONSTRUCTION CONTRACT CHANGE
CHANGE ORDER NO. 1

City of Franklin Engineering Office 109 Third Avenue South Franklin, Tn 37064	Contract Number: Project Name:	2017-0264 Water Reclamation Facility Modifications & Expansion

Background

The Board of Mayor and Alderman passed a resolution to award a contract on July 10, 2018 for the Franklin Water Reclamation Facility Modifications and Expansion Project to Kiewit Infrastructure South Co., (Kiewit), contingent upon approval by the State Revolving Fund (SRF) Program, which was received on August 23, 2018. The amount of the contract entered into by the City of Franklin and Kiewit was for $132,890,000.00 (which included an Owner's contingency of $4,000,000). A substantial completion date of February 20, 2022, and a final completion date of May 26, 2022 were requirements in the contract.

The Franklin Water Reclamation Facility Modifications and Expansion Project included, among other scope, construction of a new headworks facility, an equalization basin, odor control systems, two ultraviolet disinfection systems, an alum storage and feed system, an electrical building, modifications to the biological nutrient removal facilities, the reclaimed water pump station, return sludge pump station and RAS/WAS pump station, construction of a new solids treatment system, upgrades to the instrumentation and control system, installation of new yard piping and demolition.

Reason for Change Order:

On May 2, 2019, Kiewit forwarded an unsolicited Change Proposal (CP No. 5) in the amount of $180,565.00 (one hundred eighty thousand five hundred sixty-five and 0/100 dollars) to perform limited demolition of existing Equalization Tanks/Excess Flow Basins No. 1 and No. 2, which was not included within the original scope of the contract. This proposal will provide cost advantages to the City through utilization of personnel and equipment currently performing work at the Project site, and will hedge against possible escalation if this work is deferred to a future contract or initiative.

Attachments (List documents supporting change):

Attachment A – CP No. 5

CHANGE IN CONTRACT PRICE:	
Original Contract Price:	$132,890,000.00
Net Increase in Contract Price From Previous Change Orders:	$0.00
Contract Price Prior to This Change Order:	$132,890,000
Net Increase or <Decrease> of This Change Order:	$180,565.00
Contract Price with All Approved Change Orders:	$133,070,565.00

CHANGE IN CONTRACT TIMES	
Original Contract Times	
Substantial Completion Date	2/20/22
Final Completion Date	5/26/22
Net Change From Previous Change Orders	
Substantial Completion	0 Days
Final Completion	0 Days
Contract Times Prior to This Change	
Substantial Completion Date	2/20/22
Final Completion Date	5/26/22
Increase in Time This Change Order	
Substantial Completion	0 Days
Final Completion	0 Days
Contract Times with All Approved Change Orders	
Substantial Completion Date	2/20/2022
Final Completion Date	5/26/2022

Now, Therefore, Kiewit Infrastructure South Co. , hereby agrees to this Change Order, consisting of the above mentioned cost changes, and agrees that this Change Order is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remains in full force and effect, except in so far as specifically modified by this Change Order.

RECOMMENDED FOR APPROVAL BY:

ENGINEER		CITY PROJECT MANAGER	
Name:	Daniel A. Harris	Name:	Brian Goodwin
Signature:	[signature]	Signature:	
Date:	5/17/19	Date:	

CITY WATER MANAGEMENT DIRECTOR

Name: Michelle Hatcher

Signature: ____________________

Date: ____________________

ACCEPTED BY CONTRACTOR:		**APPROVED BY OWNER:**	
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Date:		Date:	

Kiewit

Kiewit Infrastructure South Co.
4405 International Blvd., NW, Suite C-101
Norcross, GA 30093

May 7, 2019

To: Attn: Mr. Dan Harris GC-KIEWIT-00015.00

CDM Smith, Inc.
210 25th Avenue North
Suite 1102
Nashville, TN 37203

Reference: Franklin WRF Modifications & Expansion Project
COF Contract No. 2017-0264

Subject: Change Proposal for Partial Demolition of the Existing EQ Tanks/Excess Flow Basins No. 01 and No. 02

Dear Mr. Harris,

Kiewit has informally discussed the demolition of the EQ Tanks/Excess Flow Basins No. 01 and No. 02 with the City of Franklin. In the Weekly Owner's Meeting on May 3, 2019, Mr. Brian Goodwin expressed that the City of Franklin would like to proceed with the partial demolition of EQ Tanks/Excess Flow Basins No. 01 and No. 02.

The scope of work for this proposal includes dewatering and removal of sludge from inside the tanks, removal of all exposed piping and equipment, cutting/capping of all underground piping, demolition of the walls of the tanks to below grade (includes removal/disposal of reinforcing steel in walls), and hammering holes in the foundations of the tanks to allow for drainage. The concrete from the demolished walls will be utilized for backfill of the tanks. Please also reference Demo Plus' quote dated March 3, 2019 for structural scope of work and exclusions. Geogrid and geotextile fabric is included in the proposal to be placed on top of the concrete fill prior to beginning backfill with soil.

Kiewit has not included any additional cost in this proposal for backfilling of the tanks with soil. Kiewit included budget for hauling and placement of excess material for the landscape berms in the original bid and will utilize this budget for placing backfill materials for the tanks. The proposed backfill material will consist of soils previously excavated from site and stockpiled. If Kiewit utilizes the existing stockpiled soils, Kiewit cannot guarantee that these soils will be dry enough to meet the specified requirements for installation of common fill. If the Client requires Kiewit to meet the specified requirements for common fill, additional cost will be required.

Kiewit proposes to complete the demolition of the Existing EQ Tanks/Excess Flow Basins No. 01 and No. 02 in accordance with written description above for a total price of **One Hundred Eighty Thousand Five Hundred Sixty-Five Dollars ($180,565.00).**

If you have any questions, please do not hesitate to contact me at (678) 794-2121.

Kiewit

Kiewit Infrastructure South Co.
4405 International Blvd., NW, Suite C-101
Norcross, GA 30093

Sincerely,

Steve Davis
Project Manager

cc: File

Kiewit Infrastructure South Co.
4405 International Blvd, Suite #C101
Norcross, Georgia 30093

Kiewit

DATE: May 6, 2019

PCO NO.: Proposal for Partial Demolition of Existing Equalization Basins

PREPARED BY: Steve Davis

DESCRIPTION	QTY	UNIT	MH Per Unit	Total MH	DIRECT LABOR Unit Cost	DIRECT LABOR Total Cost	INDIRECT LABOR Unit Cost	INDIRECT LABOR Total Cost	MATERIAL Unit Cost	MATERIAL Total Cost	EQUIPMENT Unit Cost	EQUIPMENT Total Cost	SUBCONTRACT Unit Cost	SUBCONTRACT Total Cost	OTHER Unit Cost	OTHER Total Cost	TOTAL AMOUNT
Partial Demolition of Existing EQ Tanks																	
Partial Demolition of EQ Tanks - Removal of all Equipment	1	LS				$ -		$ -		$ -		$ -	$ 115,100.00	$ 115,100.00		$ -	$ 115,100.00
Discipline Superintendent 2 wks for dewatering	2.0	WK	40.00	80.00		$ -	$ 104.20	$ 8,336.00		$ -		$ -		$ -		$ -	$ 8,336.00
Field Engineer 2 wks for dewatering	2.0	WK	40.00	80.00		$ -	$ 51.16	$ 4,092.80		$ -		$ -		$ -		$ -	$ 4,092.80
EQ Tank Dewatering and Sludge Removal	2.0	EA															
Equipment																	
F-250 Crew Pickup	56	HR				$ -		$ -		$ -	$ 24.71	$ 1,383.76		$ -		$ -	$ 1,383.76
4in Hydraulic Pump	56	HR				$ -		$ -		$ -	$ 12.75	$ 714.00		$ -		$ -	$ 714.00
Labor																	
Laborer Foreman	56	HR		56.00	$ 48.70	$ 2,727.20		$ -		$ -		$ -		$ -		$ -	$ 2,727.20
Laborer (2)	112	HR		112.00	$ 29.88	$ 3,346.56		$ -		$ -		$ -		$ -		$ -	$ 3,346.56
Place Topsoil from Stockpile	1,720	CY															
Equipment																	
F-250 Crew Pickup	20	HR				$ -		$ -		$ -	$ 24.71	$ 494.20		$ -		$ -	$ 494.20
D5 Dozer	20	HR				$ -		$ -		$ -	$ 72.47	$ 1,449.40		$ -		$ -	$ 1,449.40
Single Drum Roller/Compactor	20	HR				$ -		$ -		$ -	$ 66.03	$ 1,320.60		$ -		$ -	$ 1,320.60
938 Front End Loader	20	HR				$ -		$ -		$ -	$ 77.66	$ 1,553.20		$ -		$ -	$ 1,553.20
Labor																	$ -
Laborer Foreman	20	HR		20.00	$ 48.70	$ 974.00		$ -		$ -		$ -		$ -		$ -	$ 974.00
Laborer (2)	40	HR		40.00	$ 29.88	$ 1,195.20		$ -		$ -		$ -		$ -		$ -	$ 1,195.20
Dozer Operator	20	HR		20.00	$ 36.95	$ 739.00		$ -		$ -		$ -		$ -		$ -	$ 739.00
Roller Operator	20	HR		20.00	$ 34.00	$ 680.00		$ -		$ -		$ -		$ -		$ -	$ 680.00
Loader Operator	20	HR		20.00	$ 34.00	$ 680.00		$ -		$ -		$ -		$ -		$ -	$ 680.00
On-Site Hauling	1,720	CY				$ -		$ -		$ -		$ -	$ 2.10	$ 3,612.00		$ -	$ 3,612.00
Permanent Seeding	10,318	SY				$ -		$ -		$ -		$ -	$ 0.27	$ 2,785.86		$ -	$ 2,785.86
De-terminate Electrical	1	LS				$ -		$ -		$ -		$ -	$ 2,500.00	$ 2,500.00		$ -	$ 2,500.00
Geogrid	1,742	SY	0.01	17.42	$ 29.88	$ 520.51		$ -	$ 1.10	$ 1,916.20		$ -		$ -		$ -	$ 2,436.71
Geotextile Fabric	1,742	SY	0.005	8.71	$ 29.88	$ 260.25		$ -	$ 0.58	$ 1,010.36		$ -		$ -		$ -	$ 1,270.61
						$ -											
Cut/Plug U/G Air Piping and Influent and Effluent Piping (@15ft from tanks)	6	EA															
Equipment																	
330 Excavator	16	HR				$ -		$ -		$ -	$ 141.95	$ 2,271.20		$ -		$ -	$ 2,271.20
938 Front End Loader	8	HR				$ -		$ -		$ -	$ 77.66	$ 621.28		$ -		$ -	$ 621.28
Labor																	
Labor Foreman	24	HR		24.00	$ 48.70	$ 1,168.80		$ -		$ -		$ -		$ -		$ -	$ 1,168.80
Laborer (2)	48	HR		48.00	$ 29.88	$ 1,434.24		$ -		$ -		$ -		$ -		$ -	$ 1,434.24
Excavator Operator	16	HR		16.00	$ 34.00	$ 544.00		$ -		$ -		$ -		$ -		$ -	$ 544.00
Loader Operator	8	HR		8.00	$ 34.00	$ 272.00		$ -		$ -		$ -		$ -		$ -	$ 272.00
Materials																	
Concrete Plugs at U/G Pipe	6	EA				$ -		$ -	$ 300.00	$ 1,800.00		$ -		$ -		$ -	$ 1,800.00
OTHER																	

Kiewit Infrastructure South Co.
4405 International Blvd, Suite #C101
Norcross, Georgia 30093

Kiewit

DATE: May 6, 2019

PCO NO.: Proposal for Partial Demolition of Existing Equalization Basins

PREPARED BY: Steve Davis

DESCRIPTION	QTY	UNIT	MH Per Unit	Total MH	DIRECT LABOR Unit Cost	DIRECT LABOR Total Cost	INDIRECT LABOR Unit Cost	INDIRECT LABOR Total Cost	MATERIAL Unit Cost	MATERIAL Total Cost	EQUIPMENT Unit Cost	EQUIPMENT Total Cost	SUBCONTRACT Unit Cost	SUBCONTRACT Total Cost	OTHER Unit Cost	OTHER Total Cost	TOTAL AMOUNT
STS - small tools, consumables, safety equip, (5% of direct labor, plus 9.75% sales tax: Formula = Total Direct Labor Subtotal *.05 * 1.0975)						$ -		$ -		$ -		$ -		$ -		$ 797.98	$ 797.98
TAX: (9.75% of Material, Equipment, Other)						$ -		$ -		$ 460.84		$ 956.24				$ 77.80	$ 1,494.89
BOND (2% of total)																	
SUBTOTALS				570.13		$ 14,541.76		$ 12,428.80		$ 5,187.40		$ 10,763.88		$ 123,997.86		$ 875.78	$ 167,795.49
MARKUP %						15.00%		15.00%		15.00%		15.00%		5.00%		15.00%	$ 12,769.54
SUBTOTALS WITH MARKUPS APPLIED						$ 16,723.03		$ 14,293.12		$ 5,965.51		$ 12,378.47		$ 130,197.75		$ 1,007.15	$ 180,565.03
BOND																	$ -
TOTAL																	$ 180,565.00

DEMO PLUS
Demolition+Abatement+Recycling

Quote Submitted to:

Cody Prange
Kiewit Water Facilities South Co.
135 Claude Yates Drive
Franklin, TN 37064
Cody.Prange@kiewit.com
(507) 461-2432

Kiewit
Job # 17-0342D

Date: 3/6/2019

We hereby submit our Proposal for: **EQ Tank Demo Alternate**

Demolition Pricing:

Tanks Demo	$	124,100.00
Reuse Concrete	$	115,100.00

Structural Scope:

- Demo of both EQ Tanks below grade
- Demo of all steel in or on structures
- Hammer holes in slab for drainage
- Supply dust suppression during demolition
- Supply C&D containers for demolition debris
- Rough grade affected areas after demolition is complete
- All demolition debris to be taken to certified landfill/solid fill site for disposal
- All pricing based on the demo to commence during the current mobilization, if not additional costs may apply
- Reuse concrete price is based on if we back fill the hole with the concrete from demo and not haul it off site

Exclusions:

- Asbestos Abatement to be priced seperately
- ME&P cut and caps to be done by others
- ICRA containment to be done by others
- All items not listed in scope to be priced separately
- Piping outside structure to be priced separately
- Grading permit to be obtained by others
- Permits to be obtained by GC/Owner
- Final grade to be priced separately or done by others unless noted above

We will complete all work as specified above (weather permitting) upon receipt of duly signed agreement and/or notice that the owner is ready for work to commence on the job. We are adequately covered with Public Liability, Property Damage and Workman's Compensation Insurance. **LIC#00058732**

We will furnish all labor, materials, machinery, equipment and services, and perform and complete the work as specified above for the consideration of all ***salvageable materials*** on the premises, with the exceptions as noted above. Terms are Net 30 days.

EquipmentWatch

www.equipmentwatch.com

All prices shown in US$

Rental Rate Blue Book®

April 29, 2019

Ford F-250 SD
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
HP

Configuration for F-250 SD

Axle Configuration	4.0 X 4.0	Cab Type	Crew
Horsepower	300.0	Power Mode	Gasoline
Ton Rating	3.0 / 4.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$890.00	$250.00	$63.00	$9.00	$19.65	$24.71
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$890.00**	**$250.00**	**$63.00**	**$9.00**	**$19.65**	**$24.71**

Non-Active Use Rates

	Hourly
Standby Rate	$3.59
Idling Rate	$20.74

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	$480.60/mo
Overhaul (ownership)	29%	$258.10/mo
CFC (ownership)	7%	$62.30/mo
Indirect (ownership)	10%	$89.00/mo
Fuel (operating) @ 2.75	80%	$15.68/hr

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MICHAEL SHESTON (Michael.Sheston@kiewit.com)

EquipmentWatch™

www.equipmentwatch.com

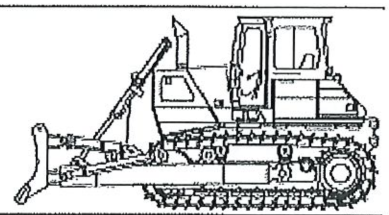
All prices shown in US$

Rental Rate Blue Book®

May 6, 2019

Caterpillar D5K LGP (disc. 2015)
Lgp Crawler Dozers

Size Class:
85 - 104 HP
Weight:
21347 HP



Configuration for D5K LGP (disc. 2015)

Dozer Type	VPAT	Net Horsepower	96.0
Operator Protection	ROPS/FOPS	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$6,525.00	$1,825.00	$455.00	$68.00	$35.40	$72.47
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2015: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$6,525.00**	**$1,825.00**	**$455.00**	**$68.00**	**$35.40**	**$72.47**

Non-Active Use Rates

	Hourly
Standby Rate	$16.31
Idling Rate	$50.25

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	28%	$1,827.00/mo
Overhaul (ownership)	56%	$3,654.00/mo
CFC (ownership)	9%	$587.25/mo
Indirect (ownership)	7%	$456.75/mo
Fuel (operating) @ 3.27	37%	$13.18/hr

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MICHAEL SHESTON (Michael.Sheston@kiewit.com)

EquipmentWatch™

www.equipmentwatch.com

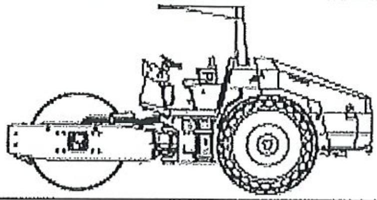
All prices shown in US$

Rental Rate Blue Book®

May 6, 2019

Caterpillar CS-56 (disc. 2012)
Single Drum Vibratory Compactors

Size Class:
8.0 - 11.9 MTons
Weight:
25164 MT



Configuration for CS-56 (disc. 2012)

Drum Type	Smooth	Drum Width	84.0
Net Horsepower	143.0	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$4,960.00	$1,390.00	$350.00	$53.00	$37.85	$66.03
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2012: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$4,960.00**	**$1,390.00**	**$350.00**	**$53.00**	**$37.85**	**$66.03**

Non-Active Use Rates

	Hourly
Standby Rate	$20.29
Idling Rate	$40.34

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	48%	$2,380.80/mo
Overhaul (ownership)	28%	$1,388.80/mo
CFC (ownership)	13%	$644.80/mo
Indirect (ownership)	11%	$545.60/mo
Fuel (operating) @ 3.27	32%	$12.16/hr

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MICHAEL SHESTON (Michael.Sheston@kiewit.com)

EquipmentWatch™

www.equipmentwatch.com

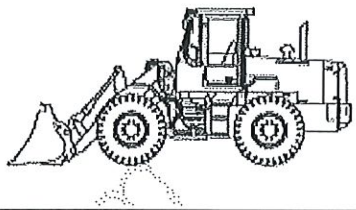
All prices shown in US$

Rental Rate Blue Book®

May 6, 2019

Caterpillar 938K (disc. 2015)
4-Wd Articulated Wheel Loaders

Size Class:
150 - 174 HP
Weight:
35104 HP



Configuration for 938K (disc. 2015)

Bucket Capacity - Heaped	3.2	Net Horsepower	173.0
Operator Protection	ROPS/FOPS	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$7,025.00	$1,965.00	$490.00	$74.00	$37.75	$77.66
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2015: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$7,025.00**	**$1,965.00**	**$490.00**	**$74.00**	**$37.75**	**$77.66**

Non-Active Use Rates

	Hourly
Standby Rate	$24.75
Idling Rate	$58.01

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	40%	$2,810.00/mo
Overhaul (ownership)	38%	$2,669.50/mo
CFC (ownership)	12%	$843.00/mo
Indirect (ownership)	10%	$702.50/mo
Fuel (operating) @ 3.27	48%	$18.10/hr

Revised Date: 1st half 2019

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EquipmentWatch™

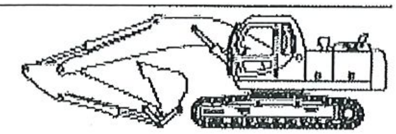
www.equipmentwatch.com

All prices shown in US$

Rental Rate Blue Book®

May 6, 2019

Caterpillar 330 L (disc. 1996)
Crawler Mounted Hydraulic Excavators



Size Class:
33.1 - 40.0 MTons
Weight:
73770 MT

Configuration for 330 L (disc. 1996)

Bucket Capacity - Heaped	1.75	Net Horsepower	222.0
Operating Weight	34.2	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	$11,845.00	$3,315.00	$830.00	$125.00	$74.65	$141.95
Adjustments						
Region (100%)	-	-	-	-		
Model Year (1996: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**$11,845.00**	**$3,315.00**	**$830.00**	**$125.00**	**$74.65**	**$141.95**

Non-Active Use Rates

	Hourly
Standby Rate	$35.00
Idling Rate	$97.79

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	36%	$4,264.20/mo
Overhaul (ownership)	48%	$5,685.60/mo
CFC (ownership)	9%	$1,066.05/mo
Indirect (ownership)	7%	$829.15/mo
Fuel (operating) @ 3.27	41%	$30.49/hr

Revised Date: 1st half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MICHAEL SHESTON (Michael.Sheston@kiewit.com)

CORPORATE OFFICE
500 N. McLin Creek Rd.
P.O. BOX 457
CONOVER, NC 28613-0457
PHONE (828) 464-4673
FAX (828) 464-0459

HANES GEO COMPONENTS
A Leggett & Platt COMPANY

INVOICE

PLEASE REMIT TO:
HANES GEO COMPONENTS
L&P FINANCIAL SERVICES CO
P O BOX 60984
CHARLOTTE, NC 28260

SOLD TO
KIEWIT INFRASTRUCTURE SOUTH CO
ACCOUNTS PAYABLE
PO BOX 452500
OMAHA, NE 68145-2500

SHIP TO
KIEWIT INFRASTRUCTURE SOUTH CO
135 CLAUDE YATES DR.
CODY PRANGE 507-461-2432
FRANKLIN, TN 37027

INVOICE NUMBER	INVOICE DATE	TERMS	CARRIER	ROUTING	PPD/COL
64-592112	1/30/2019	NET 30	OUR TRUCK TENNESSEE		P

CUSTOMER NO.	CUSTOMER ORDER NO.	SLS. MGR	SLSMAN.	ORDER DATE		BILL OF LADING	RELEASE #
44242		18	570	1/29/2019	GOODLETTSVILLE, TN DAY8	S/L 27704	056 28680 TPP

PRODUCT NO.	WIDTH	DIM-2	DESCRIPTION	PUTUP	IPK	QC	CS	QUANTITY	UOM	PRICE	AMOUNT	A/C
32160			TERRAGRID RX1200 13'X164' 237 SY		EA		$1.10/sy	5	RL	260.7000	1,303.50 *	
38566			TERRATEX HD NTPEP 12.5'X360' 500 SY		EA		$0.58/sy	5	RL	290.0000	1,450.00 *	
95009	1.000		DELIVERY CHARGE	1	EA	EC		1	EA	65.0000	65.00 *	
99001			9.7500% TN WILLIAMSON COUNTY * DENOTES TAXABLE LINE ITEMS					1		274.8000	274.80	

CERTIFICATION:
THE SELLER DOES NOT CERTIFY, EITHER IMPLICITLY OR EXPLICITLY, THESE PRODUCTS TO MEET THE REQUIREMENTS OF ANY REGULATORY AGENCY OR SPECIFICATION EXCEPT AS MAY BE CERTIFIED ABOVE OR UNDER SEPARATE WRITTEN CERTIFICATION. ALL TRANSACTIONS ARE SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE.

****ALL RETURNS SUBJECT TO A 25% RESTOCKING FEE****

43715

ORIGINAL

293 THE LAWS OF THE STATE OF NORTH CAROLINA SHALL GOVERN THIS TRANSACTION. A LATE PAYMENT CHARGE AT A PER ANNUM RATE EQUAL TO THE PRIME RATE OF THE CHASE MANHATTAN BANK, N.A. IN EFFECT ON THE FIRST DAY OF EACH MONTH PLUS 2% OR 18% PER ANNUM WHICHEVER RATE IS HIGHER, WILL BE IMPOSED ON THE FIRST OF EACH MONTH ON ALL PAST DUE INVOICES PAID DURING THE MONTH.

TOTAL INVOICE AMOUNT: 3,093.30

Agreement Number: 180117

Project Identification Number: 126630.00

Federal Project Number: TAP-9305(32)

State Project Number: 94LPLM-F3-104

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this __________ day of __________, 20___ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and CITY OF FRANKLIN (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Chestnut Bend Subdivision from the Harpeth River to Ruby F. Lynch trailhead in Franklin (Harlinsdale Farm Multi-Use Path): Construction of a multi-use path beginning at the Ruby F. Lynch trailhead and terminate on the west side of the Harpeth River near Chestnut Bend Subdivision. Project also includes ADA upgrades, a pedestrian bridge, pedestrian lighting and bike racks.

A. PURPOSE OF AGREEMENT

A.1 Purpose:

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

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

A.2 Modifications and Additions:

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

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

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

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

c) If this Agreement is funded with any Enhancement funds, then the Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by **July 1, 2021**. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed with the Construction Phase by the aforesaid date, then the Department may terminate this Agreement in accordance with Section D.23.

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

B.2 Completion Date:

a) The Agency shall complete the herein assigned phases of the Project on or before **July 1, 2023**. The Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date. An extension of the aforesaid completion date of this Agreement may only be effected by a written amendment to the Agreement, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement. Otherwise, without an extension of the aforesaid completion date of this Agreement, the Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date.

B.3 Environmental Regulations:

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

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

B.4 Plans and Specifications

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

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

1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.

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

B.5 Right-of-Way

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

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

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

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

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

B.6 Approval of the Construction Phase

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

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

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

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

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

B.7 Detours

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

B.8 Utilities

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

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

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

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

B.9 Railroad

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

B.10 Safe Routes to School Requirements

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

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

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

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

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

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

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

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

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

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

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

C.2 Eligible Costs:

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

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

C.3 Limits on Federal and State Participation:

a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

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

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

C.4 Payment Methodology:

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

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

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

Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.

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

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

C.5 The Department's Obligations:

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

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

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

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

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

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

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

C.6 Final Invoices:

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

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

C.7 Offset:

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

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

C.8 Travel Compensation

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

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

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

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

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

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

D.3 State Law:

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

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

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

D.5 Appropriations of Funds:

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

D.6 Rights and Remedies Not Waived:

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

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

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

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

D.8 Independent Contractor:

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

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

D.9 Maintenance:

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

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

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

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

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

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

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

D.11 Tennessee Department of Transportation Debarment and Suspension:

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

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

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

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

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

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

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

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

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

6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility

and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

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

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

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

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

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

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

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

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

D.13 Equal Employment Opportunity:

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

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

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

a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

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

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

D.16 Conflicts of Interest:

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

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

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

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

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

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

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

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

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

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

D.19 Records:

a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.

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

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

D.20 Inspection:

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

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

D.21 Annual Report and Audit:

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

b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.

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

D.22 Termination for Convenience:

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

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

D.23 Termination for Cause:

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

b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.

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

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

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

D.25 Agreement Format:

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

D.26 Certification Regarding Third Party Contracts:

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

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

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

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

D.27 Amendment:

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

D.28 State Liability:

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

D.29 Force Majeure:

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

D.30 Required Approvals:

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

D.31 Estimated Costs:

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

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

D.32 Third Party Liability:

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

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

D.33 Deposits:

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

D.34 Department Activities:

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

D.35 Congestion Mitigation and Air Quality Requirement:

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

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

until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

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

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

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

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

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

D.37 Federal Funding Accountability and Transparency Act:

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

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

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

CITY OF FRANKLIN		STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION	
By: ______________________	____________	By: ______________________	____________
Ken Moore **Mayor**	**Date**	**Clay Bright** **Commissioner**	**Date**

APPROVED AS TO FORM AND LEGALITY		APPROVED AS TO FORM AND LEGALITY	
By: ______________________	____________	By: ______________________	____________
Shauna Billingsley **Attorney**	**Date**	**John Reinbold** **General Counsel**	**Date**

EXHIBIT "A"

CONTRACT NO.: 180117 **PROJECT IDENTIFICATION NO.: 126630.00**

PROJECT DESCRIPTION: Chestnut Bend Subdivision from the Harpeth River to Ruby F. Lynch trailhead in Franklin (Harlinsdale Farm Multi-Use Path): Construction of a multi-use path beginning at the Ruby F. Lynch trailhead and terminate on the west side of the Harpeth River near Chestnut Bend Subdivision. Project also includes ADA upgrades, a pedestrian bridge, pedestrian lighting and bike racks. The purpose of the project is not location dependent. The purpose of the project shall be accomplished in accordance with the project application, budget, and/or scope of work on which approval of the project was based and AASHTO standards. The application, budget, and /or scope of work may be amended from time to time and when amended will serve as the revised project standard.

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

TYPE OF WORK: Bicycle and Pedestrian Facilities

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
CONST	TAP	80%	0%	20%	$ 2,024,620.00
CONST- CEI	TAP	80%	0%	20%	$ 380,304.00
CONST – TDOT ENGINEERING SERVICES	TAP	80%	0%	20%	$ 95,076.00

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

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

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

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

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

WATER MANAGEMENT DEPARTMENT

Michelle Hatcher, P.E.
Director

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

HISTORIC
FRANKLIN
TENNESSEE

DATE: May 14, 2019

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Mark Hilty, Assistant City Administrator - Public Works
Michelle Hatcher, Director of Water Management
Patricia McNeese, Utilities Engineer II

SUBJECT: Water and Sewer Projects Status Report

Purpose

The purpose of this memo is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of some of the City's water and sewer projects.

Project Status

A. Spencer Creek Basin - South Prong Interceptor Upgrade
Project Description: Replacement of approximately 3,827 linear feet of 36 inch sanitary sewer line and 836 linear feet of 8 inch sanitary sewer line along South Prong from east of Mallory Lane to north of Cool Springs Boulevard
Key Dates: Design Start - April 23, 2013; Design Completion - February 2017*;
Easement Acquisition - TBD; Construction - Not Funded
*Denotes Estimated Date
Cost: Design - $337,000.00; Easement - Not Funded; Construction - Not Funded
Funding Source: Design - Sewer Fund; Easements - TBD; Construction - TBD
Status Update: Plans are complete but will not be submitted to TDEC for approval until the project is closer to bid. Easement documents have been prepared and submitted to City Staff for review. The project will not be constructed until funding is available from the Water Management Department budget.

B. Spencer Creek at Franklin Road Sewer
Project Description: Replacement and relocation of approximately 1,462 linear feet of 36 inch sanitary sewer line, 717 linear feet of 12 inch sanitary sewer line and 362 linear feet of 8 inch sanitary sewer line along Spencer Creek from CSX Railroad to northwest of Franklin Road and south of the First United Methodist Church; replacement of 175 linear feet of 8 inch sanitary sewer along the rear of PF Chang's on Cool Springs Boulevard

Key Dates: Design Start - March 11, 2014; Design Completion - June 2015; Easement Acquisition Start - September 2015; Easement Acquisition Completion – May 2019*; Bid Date: July 2019*; Construction Start - September 2019*; Construction Completion – May 2020*
*Denotes Estimated Date
Cost: Design - $40,000.00; Construction - TBD
Funding Source: Design - Sewer Fund
Status Update: Due to the number of projects being approved upstream of this line, Staff realizes the need for more capacity in this area and has requested a proposal from the engineering consultant to assess the condition of the existing sewer line as a possible candidate for lining. The proposed line will stay the same so that there will be two parallel 36-inch sanitary sewer lines to carry the flow rather than one single 36-inch. No additional easements will be necessary; still lack the easement from First United Methodist Church.

C. Bobby Drive Water Line Improvement Project
Project Description: Replacement of 6,650 linear feet of 6 inch water line from Hillsboro Road to Bradley Drive along Bobby Drive
Key Dates: Design Start - May 12, 2015; Design Completion - April 2016; Easement Acquisition Start - June 2016; Easement Acquisition Completion – February 2019*; Construction - To be completed in-house by Water Management Department staff
*Denotes Estimated Date
Cost: Design - $80,313.00; Easements - TBD; Construction - TBD (Materials Only)
Funding Source: Design and Easements - Water Operating Fund
Status Update: The second phase of Phase 2 is currently being constructed.

D. Old Carters Creek Water Line Improvements
Project Description: Replacement of 2,100 linear feet of 8 inch water line along Old Carters Creek Pike from intersection of Old Carters Creek Pike and Carters Creek Pike to 164 Old Carters Creek Pike then along Hatcher Spring Creek to Carters Creek Pike then east to the water line in Bradford Drive
Key Dates: Design Start - May 12, 2015; Design Completion - July 2017; Easement Acquisition Start - August 2017; Easement Acquisition Completion – August 2019*; Construction - to be completed in-house by Water Management Department staff
*Denotes Estimated Date
Cost: Design - $101,278.00; Easements - TBD; Construction - TBD (Materials Only)
Funding Source: Design and Easements - Water Operating Fund
Status Update: This project will be constructed in two phases with the entire job being designed now. The Water Management Department plans to begin Phase 1 at the start of the new fiscal year.

E. Henpeck Lane Sanitary Sewer Project

Project Description: Installation of 3,665 linear feet of 12 inch sanitary sewer line along a tributary of Five Mile Creek from Ellington Drive to Henpeck Lane
Key Dates: Design Start - July 2017; Design Completion - August 2018*; ROW/Easement Start - February 2018*; ROW/Easement End - December 2018*; Construction Start – June 2019*; Construction End – July 2020*;
*Denotes Estimated Dates
Cost: Design - $176,000; ROW/Easement/Contracts - $200,000; Construction - $2,953,238.00
Status Update: The bid award is on the agenda for the May 14, 2019 meeting of the Board of Mayor and Aldermen. The preconstruction meeting is scheduled for May 16, 2019. Work will start as soon as possible.

F. Water Reclamation Facility Modifications Project
Project Description: Extensive upgrades to the existing sanitary sewer treatment plant, including new headworks structures, equalization basin, odor control systems, biological nutrient removal basin splitter box, improvements to the reclaimed water pump station, onsite piping improvements, two-channel ultraviolet disinfection system, alum storage and feed system and a new solids treatment facility
Key Dates: Design Start - February 12, 2013; Design Completion - May 2018; Construction Start - November 2018; Construction End - October 2021;
*Denotes Estimated Dates
Cost: Design - $ 7,806,980.00; Construction - $132,890,000.00
Status Update: Demolition and excavation of the older facility is nearing completion which will allow for construction of the equalization basin to begin. The foundation for the new headworks structure is being set, in addition to the foundations for the new electrical building and the associated conduit that will be needed to supply the plant with power and necessary electrical redundancy. The new solids area has started clearing and grubbing and is in the initial phases of construction.

G. Holiday Court Pump Station Project
Project Description: Upgrade of the existing pump station at the end of Holiday Court and the 6 inch force main
Key Dates: Design Start - January 10, 2017; Design Completion - December 2017; Easement Acquisition Start - April 2018; Easement Acquisition Complete – February 2019*; Bid Date – May 2019; Construction Start - July 2019*; Construction End – December 2019*
*Denotes Estimated Dates
Cost: Design - $89,569.00; Easements - $18,000.00; Construction - est. $564,000.00
Status Update: Working with the consultant on the bid documents.

HISTORIC FRANKLIN TENNESSEE

MEMORANDUM

May 2019 Capital Projects Status Report
(Transportation, Stormwater, and Parks)

Transportation

Mack Hatcher Parkway Northwest Extension *(SR-96 West to Hillsboro Road)*	
Project Mngr:	Project Managed by TDOT *(COF Liason: Abby Gambill)*
Schedule:	DESIGN: Start – August 14, 2007; End– October 2018 *(Re-Design);* ROW: Start – December 2009; End – November 2018; CONSTRUCTION: Bid – December 7, 2018; End – November 30, 2021* **Denotes Estimated Date*
Cost:	DESIGN: $3,502,501; ROW: $13,397,520 *(Provided by TDOT);* CONSTRUCTION: $45,122,600 *(Provided by TDOT)* *Note: City of Franklin Funding Commitment of $5,000,000*
Status Update:	Bids for construction were opened on December 7, 2018. TDOT has awarded the contract to Eutaw Construction Company, Inc. Construction is on-going.

SR-96 West Multi-Use Trail *(Vera Valley Drive to 5TH Avenue North)*	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start- November 2016; End – May 31, 2019*; ROW: Start – April 2018; End – June 30, 2019*; CONSTRUCTION: Bid – August 1, 2019; Start – October 1, 2019*; End – December 31, 2020* **Denotes Estimated Date*
Cost:	DESIGN: $167,538; ROW: $600,000 *(Estimated)*; CONSTRUCTION: TBD
Status Update:	Designer is working to obtain approval of plans through TDOT. Staff is working to finalize all property/easement acquisitions. Staff is working toward obtaining all TDOT approvals in June 2019.

Westhaven Boulevard Traffic Signal	
Project Mngr:	Adam Moser
Schedule:	DESIGN: Start- October 2018; End – June 30, 2019*; ROW: Start – July 1, 2019*; End – August 31, 2019*; CONSTRUCTION: Bid – July 26, 2019*; Start – September 1, 2019*; End – April 30, 2020* **Denotes Estimated Date*
Cost:	TOTAL: $500,000 *(Estimated)*
Status Update:	Survey is complete. Design is working to complete design.

Transportation *(continued)*

Franklin Road Corridor (Streetscape) Improvements *(Harpeth River Bridge to Harpeth Industrial Court)*	
Project Mngr:	William Banks
Schedule:	DESIGN: Start- January 2015; End – June 7, 2019*; ROW: Start – April 2018; End – August 31, 2019*; CONSTRUCTION: Bid – September 1, 2019*; Start – October 15, 2019*; End – July 31, 2021* **Denotes Estimated Date*
Cost:	TOTAL: $14,300,000 *(Estimated)*
Status Update:	Final design updates and ROW acquisition are ongoing. Recently revised 95% plans will be submitted for review and comments by May 17th. Final construction plans should be complete by June 7th.

East McEwen Drive Roundabout Modifications	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start – March 2017; End– February 2019; ROW: Start – November 2018; End – April 30, 2019*; CONSTRUCTION: Start – May 28, 2019*; End – December 31, 2019* **Denotes Estimated Date*
Cost:	DESIGN: $154,405; ROW: $350,000 *(Estimated)*; CONSTRUCTION: $1,250,000 *(Estimated)*
Status Update:	The pre-construction meeting was held on May 22ND. The effective date of the Notice to Proceed is Tuesday, May 28TH.

East McEwen Drive Phase 4 Improvements *(Cool Springs Boulevard to Wilson Pike)*	
Project Mngr:	David Hodnett
Schedule:	ENVIRONMENTAL: Start – June 2017; End – November 2018; DESIGN: Start – April 2015; End – June 30, 2019; ROW: Start – July 1, 2019*; End – March 31, 2020*; CONSTRUCTION: Bid – April 1, 2020*; Start – June 1, 2020*; End – May 31, 2023* **Denotes Estimated Date*
Cost:	ENVIRONMENTAL: $125,018; DESIGN: $1,210,000 (Preliminary - $497,000; Final - $713,000); ROW: TBD; CONSTRUCTION: TBD
Status Update:	The draft construction plans were delivered to the City on April 29TH. Staff is currently reviewing the plans, prior to an official TDOT submittal. The ROW appraisal process is anticipated to begin later this summer.

MEMORANDUM

Transportation *(continued)*

Columbia Avenue Widening & Improvements *(Mack Hatcher Parkway to Downs Boulevard)*	
Project Mngr:	William Banks
Schedule:	ENVIRONMENTAL: Start - February 9, 2016; End – February 2018; DESIGN: Start – January 2019; End – December 31, 2019*; ROW: Start– March 1, 2020*; End – October 31, 2021*; CONSTRUCTION: Bid – January 1, 2022*; Start – March 1, 2022*; End – March 31, 2024* **Denotes Estimated Date*
Cost:	ENVIRONMENTAL: $927,668; DESIGN: $750,000; ROW: TBD; CONSTRUCTION: TBD
Status Update:	Staff has completed a review of draft set of preliminary plans. The designer is continuing work toward the completion of right-of-way and construction plans.

Intersection Improvements at Mallory Lane and Liberty Pike	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start – February 14, 2017, End – TBD; ROW: TBD CONSTRUCTION: TBD
Cost:	DESIGN: $229,965; ROW: TBD; CONSTRUCTION: TBD
Status Update:	On April 23RD, the BOMA approved Resolution 2019-18 to select the roundabout design concept for improvements at this intersection.

Stormwater

Jordan Branch of Spencer Creek (Cool Springs East) Stream Restoration	
Project Mngr:	Jeff Willoughby
Schedule:	DESIGN: Start – May 26, 2015, End – June/July 2018; ROW/Easement Acquisition – ROW: May 2018; CONST. *(Phase 1)*: TBD; CONST. *(Phase 2)*: TBD **Denotes Estimated Dates*
Cost:	DESIGN: $113,445; CONSTRUCTION: $750,000 *(Estimated)*
Status Update:	This project has been bid 3 times, with no bidders responding. Staff met with HOA representatives on May 14TH to provide an update and discuss a possible partnership to complete the project.

Parks

Southeast Municipal Complex (Park)	
Project Mngr:	David Hodnett
Schedule:	PLANNING: Start – June 2017, End – August 2018
Cost:	PLANNING: $396,046; DESIGN: 1,900,000 *(Estimated)*; CONSTRUCTION: TBD
Status Update:	The PSA for design of the entry bridge and intersection improvements at Carothers Parkway was approved by the BOMA on April 23RD. The BOMA approved a PSA for the design of the park on May 14TH. As soon as the contract documents are complete, staff will schedule a project kick-off meeting to official begin design.

Southeast Municipal Complex (Lockwood Parcel)	
Project Mngr:	David Hodnett
Schedule:	DESIGN: TBD; CONSTRUCTION: TBD
Cost:	DESIGN: $602,300 *(Dam Improvements Only)* + TBD *(Final Design)* ROW: $500,000; CONSTRUCTION: TBD
Status Update:	A PSA for the design of necessary improvements to the Robinson Lake dam was approved at the April 9TH BOMA meeting. A project kick-off meeting was held on May 20TH.

Reconstruction of Tennis Courts at Jim Warren Park	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start – June 2018; End – January 2019; CONSTRUCTION: Bid – February 2019; Start – April 22, 2019*; End – August 20, 2019* **Denotes Estimated Dates*
Cost:	DESIGN: $74,575; CONSTRUCTION: $854,321 *(Bid Price + $75,000 Project Contingency)*
Status Update:	Construction began on April 22ND. Demo of the existing tennis courts is complete. The contractor is currently working to create a stable sub-base for the new tennis courts.