



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, April 27, 2017

4:00 PM

Board Room

Call To Order

1. [17-0376](#) Approval of Minutes from March 30, 2017.
2. [17-0303](#) Consideration of Change Order No. 1 to the Construction Contract (COF Contract No. 2015-0002, TDOT PIN 108409.00) with Eutaw Construction Company, Inc. for the Hillsboro Road Improvements Project Phase 2, Independence Square to Mack Hatcher Parkway

Sponsors: Paul Holzen
Attachments: [COF2015-0002_Hillsboro_Rd-CO#1_EXHIBIT_A](#)
3. [17-0357](#) Consideration of a DRAFT Local Agency Project Agreement (COF Contract No. 2017-0101) with the Tennessee Department of Transportation for the Interchange Lighting of I-65 at Goose Creek Bypass (TDOT PIN 125454.00)

Sponsors: Engineering
Attachments: [COF2017-0101_LAPA_TDOT_InterchangeLightingI65GooseCrkBypass.pdf](#)
4. [17-0358](#) Consideration of a DRAFT Agreement (COF Contract No. 2017-0104) with the Tennessee Department of Treasury to Allow the Payment of Project Costs for the Interchange Lighting of I-65 at Goose Creek Bypass from the City of Franklin's Local Government Investment Pool Account

Sponsors: Engineering
Attachments: [COF2017-0104_LGIP_Treasury_InterchangeLightingI65GooseCrkBypass.pdf](#)
[LGIP_OperationsManual.pdf](#)
5. [17-0375](#) Consideration of DRAFT Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2014-0033) with Smith Seckman Reid, Inc for the Curd Branch and Watson Branch Interceptor Sewer Improvements Projects for an amount not to exceed \$45,500.

Sponsors: Paul Holzen
Attachments: [COF 2014-0033 - Curd Branch and Watson Branch Amendment 1 - SSR.doc](#)
[COF 2014-0033 - Curd Branch and Watson Branch Amendment 1 Scope - SSR](#)

6. [17-0359](#) Consideration of DRAFT Amendment No. 6 to Tennessee Department of Transportation Agreement No. 070112 (COF Contract No. 2009-0051) for the SR-397 (Mack Hatcher Parkway West) from South of SR-96 West of Franklin to East of SR-106 (US-431) North of Franklin Project (TDOT PIN 101454.01; Federal Project No. STP-397(8) and STP/HPP-397(10); State Project No. 94092-1224-14) for an Increase of \$92,601.00 in Eligible Reimbursement Costs
- Sponsors:** Engineering
- Attachments:** [COF 2009-0051 Mack Hatcher Amendment 6 with TDOT.pdf](#)
7. [17-0149](#) Discussion about the Design of Improvements at the Intersection of Aspen Grove Drive and Seaboard Lane
- Sponsors:** Engineering
- Attachments:** [Aspen Grove Design Concept Realignment.pdf](#)
8. [17-0373](#) Discussion on the Harpeth River Watershed Feasibility Study and the Franklin Road Streetscape Project. (Referred from 4/27/17 CIC)
- Sponsors:** Paul Holzen, Jonathan Marston and William Banks
- Attachments:** [Presentation](#)
9. [17-0374](#) Discussion Concerning a Traffic Signal Master Plan and Current Road Impact Fee Policies (04/27/17 CIC 3-0)
- Sponsors:** Paul Holzen
- Attachments:** [Traffic Signal Master Plan.pdf](#)
10. [17-0317](#) Capital Projects Status Report
- Sponsors:** Engineering

Other Business

Adjournment

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

Request for Construction Change
Change Order No. 1

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

Contract No. 2015-0002
Project PIN 108409.00
STP-EN-106(22)
94014—3230-04

Whereas, we Eutaw Construction Company, Inc. entered into a contract with the CITY OF FRANKLIN, on March 8, 2016, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

1. To add calendar days to the original contract time due to utility conflicts.
2. To add calendar days to the original contract time due to additional items of work.
3. Addition of pay item to adjust existing valve boxes for water line to include the cost of riser rings.
4. Addition of pay item for Type A Warning Lights to be used for traffic control and safety.
5. Addition of pay item to use Fixture Type A (LED) for street lighting and removing items Fixture Type A (Metal Halide) and Fixture Type B (Metal Halide) resulting in no additional cost to the contract.
6. Addition of pay item for Portable Barrier Rail Delineators to be used for traffic control and safety.
7. Removal of pay item for Vertical Panels which were replaced by Portable Barrier Rail Delineators due to sight distance issues for residents and cost savings to project.
8. Addition of pay item for 1.25" HDPE Casing Pipe used to be used to encase water services bored under Hillsboro Rd on 18" waterline.
9. Removal of pay item for 1.5" Steel Casing Open Cut Method.
10. Addition of pay item to be used for tree removal and disposal for trees off easement that had roots damaged on easement during sewer installation.
11. Addition of pay item for Temporary Barricades Type III to be used for traffic control and safety.
12. Addition of pay item for Additional Work (4" Core Drill into Manholes) to be used to core additional holes in vaults for AT&T's conduit.
13. Addition of pay items for 2", 3", and 4" Diameter Conduit (Jack and Bore) to be used as an alternative to open cutting Hillsboro Road and reduce impact on public.
14. Partial removal of pay items Trench Type C, 4" SCHD 40 PVC, Backfill Material (Flowable Fill), and Temporary Asphalt (Cold Mix) that are being replaced by the Conduit 4" Diameter (Jack and Bore) item.
15. Addition of pay item for Removal of Structures and Obstructions (Existing 36" Pipe Headwall) to be used to remove headwall that is in conflict with gateway sign construction.
16. Addition of pay item for Class A Concrete (Pipe Endwalls), Steel Bar Reinforcement (Pipe Endwalls), and Structural Steel (Pipe Endwalls) to be used to replace headwall at gateway sign construction.
17. Addition of pay items- Jacked and Bored Conduit (2"), Conduit 3" (Jack and Bore), Directional Bore 4"/Flex Sleeve, Conduit 2" (Jack and Bore), Conduit 3" (Jack and Bore), Directional Bore 2"/Flex Sleeve, and Directional Bore 3"/Flex Sleeve.
18. Removal of pay items related to open cut conduit installation- Backfill Material (Flowable Fill), Direct Burial Conduit, Trench and Backfill in Street, Trench and Backfill in Asphalt and Lawn, Temporary Asphalt (Cold Mix), and Trench Type C... all of which were replaced by boring items to reduce traffic impact.
19. Addition of pay items for erosion control: Temporary Mulch Filter Berm, Rock Check Dam, Enhanced Rock Check Dam and Sandbags.

Attachments (List documents supporting change):

1. Eutaw delay request worksheet
2. TDOT LP Change Order documents (TDOT Change Order #1, dated 8/8/2016, TDOT Change Order #2, dated 8/8/2016, TDOT Change Order #3, dated 8/9/2016, TDOT Change Order #4, dated 9/27/2016, TDOT Change Order #5, dated 9/27/16, TDOT Change Order #6, dated 11/3/2016, TDOT Change Order #7, dated 11/3/2016, TDOT Change Order #8, dated 11/3/2016, TDOT Change Order #9, dated 11/11/2016, TDOT Change Order #10, dated 2/23/17, TDOT Change Order #11, dated 2/23/17.

Item No.	Description of Work	Unit	Estimate Quantity	Unit Price	Amount
611-01.23	Adjustment of Valve Box	EA	10	\$252.00	\$2520.00
712-05.01	Warning Lights (Type A)	EA	10	\$47.25	\$472.50
712-06.01	Vertical Panels	SF	(-1202)	\$13.00	(\$-15,626.00)
712-04.50	Portable Barrier Rail Delineator	EA	75	\$40	\$3,000.00
714-08.09	Light Pole Material Only, Fixture Type A (Metal Halide)	EA	(-55)	\$8,740.00	(\$-480,700.00)
714-08.10	Light Pole Material Only, Fixture Type B (Metal Halide)	EA	(-3)	\$8,740.00	(\$-26,340.00)
714-08.09	Light Pole Material Only, Fixture Type A (LED)	EA	55	\$8,740.00	\$480,700.00
714-08.10	Light Pole Material Only, Fixture Type B (LED)	EA	3	\$8,740.00	\$26,340.00
795-05.14	HDD 1.25 Inch HDPE Casing Pipe-Uncon	LF	700	\$34.00	\$23,800.00
795-15.26	1-1/2" Steel Casing Pipe Open Cut Method	LF	(-500)	\$17.00	(\$-8,500.00)
201-07.01	Removal and Disposal of Brush and Trees	EA	9	\$2,100	\$18,900.00
712-07.03	Temporary Barricades (Type III)	LF	200	\$25.75	\$5,150.00
104-03.99	Additional Work (4 inch Core Drill into Electric Manhole	UNIT	6	\$220.00	\$1,320.00
730-12.15	Conduit 4" Diameter (Jack and Bore)	LF	112	\$49.30	\$5,521.60
790-42.43	Trench Type C	LF	(-56)	\$41.00	(\$-2,296.00)
793-13.07	4 Inch Schedule 40 PVC	LF	(-112)	\$3.80	(\$-425.60)
204-08.01	Backfill Material (Flowable Fill)	CY	(-21.78)	\$110.00	(\$-2,395.80)
771-30.28	Temporary Asphalt (Cold Mix)	SF	(-168)	\$3.00	(\$-504.00)
201-01.56	Removal of Structures and Obstructions (Existing 36" Pipe Headwall)	LS	1	\$3,815.00	\$3,815.00
611-07.01	Class A Concrete (Pipe Endwalls)	CY	3.03	\$825.00	\$2,499.75
611-07.02	Steel Bar Reinforcement (Pipe Endwalls)	LB	261	\$2.00	\$522.00
611-07.03	Structural Steel (Pipe Endwalls)	LB	148	\$4.75	\$703.00
714-03	Jacked or Bored Conduit (2 Inch)	LF	820	\$36.00	\$29,520.00
730-12.14	Conduit 3 Inch (Jack and Bore)	LF	930	\$45.00	\$41,850.00
793-16.04	Directional Bore 4 Inch/Flex Sleeve	LF	220	\$49.30	\$10,846.00
730-12.13	Conduit 2 Inch (Jack and Bore)	LF	100	\$36.00	\$3,600.00
730-12.14	Conduit 3 Inch (Jack and Bore)	LF	240	\$45.00	\$10,800.00
798-04.02	Directional Bore 2 Inch/Flex Sleeve	LF	580	\$36.00	\$20,880.00
798-04.03	Directional Bore 3 Inch/ Flex Sleeve	LF	580	\$45.00	\$26,100.00
204-08.01	Backfill Material (Flowable Fill) Participating	CY	(-237.78)	\$110.00	(\$-26,155.80)
204-08.01	Backfill Material (Flowable Fill) Non-Participating	CY	(-177.78)	\$110.00	(\$-19,555.80)
714-03.01	Direct Burial Conduit (2" PVC SCHD40)	LF	(-820)	\$3.80	(\$-3,116.00)
714-03.15	Trench and Backfill in Street	LF	(-431)	\$41.00	(\$-17,671.00)
714-03.17	Trench and Backfill in Asphalt and Lawn	LF	(-268)	\$45.00	(\$12,060.00)
730-12.03	Conduit 3 Inch Diameter PVC	LF	(-930)	\$11.25	(\$-10,462.50)
790-42.08	Direct Burial Conduit 2" PVC SCHD 40	LF	(-680)	\$2.60	(\$-1,768.00)
790-42.09	Direct Burial Conduit 3" PVC SCHD 40	LF	(-820)	\$3.40	(\$-2,788.00)
793-13.07	4" SCHD 40 PVC	LF	(-220)	\$3.80	(\$-836.00)
771-30.28	Temporary Asphalt (Cold Mix) Participating	SF	(-1,800)	\$3.00	(\$-5,400.00)

771-30.28	Temporary Asphalt (Cold Mix) Non-Participating	SF	(-2,060)	\$3.00	(\$-6,180.00)
790-42.43	Trench Type C	LF	(-800)	\$41.00	(\$-32,800.00)
209-01.31	Temporary Mulch Filter Berm	CY	300	\$5.00	\$1,500.00
209-08.07	Rock Check Dam	EA	12	\$375.00	\$4,500.00
209-08.08	Enhanced Rock Check Dam	EA	8	\$525.00	\$4,200.00
209-09.01	Sandbags	EA	250	\$4.40	\$1,100.00
TOTAL					\$54,579.35

CHANGE IN CONTRACT PRICE:

Original Contract Price
<u>\$11,995,005.13</u>
Net Increase (Decrease) from previous Change Orders No. 0 to 0: *****
Contract Price prior to this Change Order: <u>\$11,995,005.13</u>
Net increase (decrease) of this Change Order: <u>\$54,579.35</u>
Contract Price with all approved Change Orders: <u>\$12,049,584.48</u>

CHANGE IN CONTRACT TIMES:

Original Contract Times: <u>430 Calendar Days</u>
Substantial Completion: *****
Ready for final payment: <u>June 21, 2017</u>
Net change from previous Change Orders No. 0 to 0 to: Substantial Completion: *****
Ready for final payment: *****
Contract Times prior to this Change Order: Substantial Completion: *****
Ready for final payment: <u>June 21, 2017</u>
Net increase (decrease) this Change Order: Substantial Completion: *****
Ready for final payment: <u>154 Calendar Days</u>
Contract Times with all approved Change Orders: Substantial Completion: *****
Ready for final payment: <u>November 22, 2017 (584 Days)</u>

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

RECOMMENDED FOR APPROVAL BY:

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

Date: _____ Date: _____ Date: _____

ACCEPTED:

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

Eutaw Contract Time Delay Request

Water & Sewer Crew Delays - East Side of Hillsboro			
No.	Description	Work Days	Calendar Days
1	Encountered an old FM near MH F-2 that had to be verified. After (2) days, COF deemed it to be dead.	2.0	3.0
2	Encountered sinkhole @ Claude Yates. Took approximately (1) week to receive direction. Then, another 1 week to repair.	10.0	14.0
3	Encountered a second sinkhole just past Claude Yates. Took approximately (3) days for geotech to advise and another (2) days to repair.	5.0	7.0
4	Encountered an existing concrete vault that was not shown on the plans. After (1) day of investigating, and after no one claimed ownership, we decided to demolish. It took us another (1) day to demolish it.	2.0	3.0
5	Waterline in front of the high school was in conflict with our sewer alignment and therefore had to be killed before we could proceed. We had to locate valves, pour reverse kickers, and schedule night work shutdown of the water before proceeding.	5.0	7.0
6	After installing approximately 500' of 6" water main, it was determined the light pole bases would be in conflict with this alignment. Thus, we had to remove the 500' of 6" water main and reinstall on a different alignment.	5.0	7.0
7	The waterline configuration @ Joel Cheek had to be changed due to the existing lines deviating from what was shown on the plans. Several meetings were required before we finally settled on a resolution and were given direction.	10.0	14.0
Sub-Totals --->		39.0	55.0

Water & Sewer Crew Delays - East Side of Hillsboro			
No.	Description	Work Days	Calendar Days
1	We were notified over the Christmas holidays that the Mack Hatcher curb alignment was going to be added to our project. Thus, we were asked to shut-down installation of the D-Line storm until further notice. It took about a week to come to a resolution with the design team.	5.0	7.0
2	Roots and limbs from existing trees, that were located on the backside of the ROW, were in conflict with our proposed sewer alignment. We were directed to halt production on our sewer until an decision could be made by an arborist as to whether the trees could safely remain.	30.0	42.0
3	We encountered an existing 4" electrical conduit that was not shown on the plans. After approximately (2) days of waiting on MTEMC to relocate/adjust, we were able to go back to work.	2.0	3.0
4	When getting ready to make our final sewer tie-in @ G-10, it was determined by water management that the tie-in needed to happen at night. Thus, we sent our crew home to rest but then this decision was later over-ruled by COF Engineering due to noise concerns.	0.5	1.0
5	Approximately 350' of 8" water main was added to Rebel Circle. We had to pot-hole, string pipe, install pipe, install fittings, install fire hydrant, saw cut driveways, etc.	10.0	14.0
6	Had to hold-off installing water across Ms. Holland's yard until she was gone on a weekend. We were asked by water management to wait until a weekend that she would be gone to make this crossing.	3.0	4.0
Sub-Totals --->		50.5	71.0

Storm Drain Crew Delays - East Side of Hillsboro			
No.	Description	Work Days	Calendar Days
1	An existing fiber optic cable, that was not shown to be in conflict on the plans, was actually in conflict with our 6'x4' box culvert. Before this activity could start, the conduit infrastructure had to be installed on the east side so AT&T could transfer their service to the new system.	148.0	207.0

Sub-Totals --->		148.0	207.0

Storm Drain Crew Delays - West Side of Hillsboro			
No.	Description	Work Days	Calendar Days
1	The existing water main, that was not shown to be in conflict on the plans, was actually in conflict with our 42" Drainage Pipe. Due to this conflict, we were required to install the new 18" water main in this area prior to beginning this activity.	71.0	99.0
2	An existing sewer main, that was not shown to be in conflict on the plans, was actually located several feet to the west which put it in conflict with the proposed storm alignment. The new sewer had to be 100% complete before we could continue with storm installation.	24.0	34.0
Sub-Totals --->		95.0	133.0



Supplemental Agreement and/or Request for Construction Change Change Order Request # 1

Project Title/Termini:	Hillsboro Road Widening - Phase II		
Owner:	City of Franklin, Tennessee	PIN:	108409.00
Address:	109 3 rd Avenue South	State Project No.:	94014-3230-04
	Franklin, TN 37064	Federal Project No.:	STP-EN-106(22)
Date Prepared:	7/7/2016	Contract No.:	2015-0002
		County:	Williamson

Whereas, we Eutaw Construction Company, Inc. with Travelers Casualty and Surety Company of America, as a Surety, entered into a contract with City of Franklin, Tennessee, on March 8th, 2016, for the construction by said Contractor of the above designated contract; and *Whereas*, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Add additional pay items to allow adjustment of existing water valves within the temporary widening areas and add warning lights to help nighttime visibility of traffic control lane tapers.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by _____ days, ☐ Decrease by _____ days

Original contraction Completion Time: 430 days (Date: 6/21/2017)

Approved Change Orders: 0

Current Change Order: 0

Contract Completion Time with Change Orders: 430 days (Date: 6/21/2017)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
611-01.23	Adjustment of Valve Box	EA	0	10		\$252.00	\$2520.00
712-05.01	Warning Lights (Type A)	EA	0	10		\$47.25	\$472.50
						\$	\$
						\$	\$
						\$	\$

Bid Contract Amount: \$11,995,005.13

Current Change Order: \$2992.50



Local Government Guidelines Form 8-30
March 1, 2016

Approved Change Orders: \$ _____
Pending Change Orders: \$ _____
Total Change Orders to Date: \$2,992.50

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 1**

Project Title/Termini: Hillsboro Road Widening - Phase II
Owner: City of Franklin, Tennessee PIN: 108409.00
Address: 109 3rd Avenue South State Project No.: 94014-3230-04
Franklin, TN 37064 Federal Project No.: STP-EN-106(22)
Date Prepared: 7/7/2016 Contract No.: 2015-0002
County: Williamson

Now, Therefore, We, Eutaw Construction Company, Inc., Contractors, and Travelers Casualty and Surety Company of America, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By: [Signature] 7/29/16
Engineer/CEI Date

**Approved for
Eligibility:**

APPROVED
By: By Denise Baker at 11:11 am, Aug 01, 2016
Local Programs Planner Date

Approved By:

By: [Signature] August 5th, 2016
Contractor Date
Travelers Casualty & Surety
Company of America

By: [Signature] 8/5/2016
Surety Attorney-in-Fact Date

APPROVED
By: By William Banks at 3:43 pm, Aug 08, 2016
Owner Date

COF 2015-0002 Change Order 1
Exhibit A
Page 8 of 89

QUANTITY	1	
UNIT PRICE	\$ 252.28	PER EA

[illegible]

37%		
PAYROLL BURDEN	\$	18.60
OTHER	\$	-
TOTAL COST OF LABOR & EQUIP.		
TOTAL COST OF MAT'L S	\$	80.37
20% ON LABOR & EQUIP. COSTS	\$	138.75
15% ON MAT'L S COSTS	\$	12.35
SUBTOTAL	\$	20.81
TOTAL SUBCONTRACTOR	\$	252.28
5% MARKUP ON SUB-CONTRACTOR	\$	-
0% BOND MARKUP (SUB-CONTRACTOR)	\$	-
TOTAL THIS WORKSHEET	\$	252.28

CONTRACTOR	DATE	CLIENT REPRESENTATIVE	DATE
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TENNESSEE PAY ITEM REPORT

Gresham Smith & Partners

Date: 07/29/2016
Time: 09:10:00

Pay Item: 712-05.01 WARNING LIGHTS (TYPE A)

TOTALS	High:	100.00	Wtd. Average:	13.65	Total Quan:	224.00	Count:	43
	Low:	4.00	Strt. Average:	15.52	Avg. Quan:	5.21	Median:	5.00
			Std Deviation:	19.19				

Contractor	County	Position	Bid Date	Quantity	Unit	Unit Price	Extension
lojac enterprises, inc.	williamson	1	08/30/2013	4.00	EACH	15.00	60.00
roads, llc	williamson	2	08/30/2013	4.00	EACH	50.00	200.00
sessions paving company	williamson	3	08/30/2013	4.00	EACH	30.00	120.00
fisher construction company	williamson	4	08/30/2013	4.00	EACH	33.00	132.00
civil constructors, inc.	williamson	5	08/30/2013	4.00	EACH	37.80	151.20
strawser construction, inc.	davidson , williamson	1	02/14/2014	8.00	EACH	5.10	40.80
hudson construction company	davidson , williamson	2	02/14/2014	8.00	EACH	5.00	40.00
ny-mac enterprises, inc.	davidson , williamson	3	02/14/2014	8.00	EACH	5.00	40.00
vance brothers, inc.	davidson , williamson	4	02/14/2014	8.00	EACH	5.00	40.00
eubank asphalt paving and sealing	williamson	1	04/04/2014	4.00	EACH	5.00	20.00
tennessee valley paving co., inc.	williamson	2	04/04/2014	4.00	EACH	5.00	20.00
lojac enterprises, inc.	williamson	3	04/04/2014	4.00	EACH	5.00	20.00
eubank asphalt paving and sealing	williamson	1	04/04/2014	4.00	EACH	5.00	20.00
tennessee valley paving co., inc.	williamson	2	04/04/2014	4.00	EACH	5.00	20.00
lojac enterprises, inc.	williamson	3	04/04/2014	4.00	EACH	5.00	20.00
eubank asphalt paving and sealing	hickman, williamson	1	05/23/2014	8.00	EACH	5.00	40.00
tennessee valley paving co., inc.	hickman, williamson	2	05/23/2014	8.00	EACH	5.00	40.00
lojac enterprises, inc.	hickman, williamson	3	05/23/2014	8.00	EACH	5.00	40.00
concrete strategies, llc	williamson	1	12/05/2014	4.00	EACH	50.00	200.00
thomson & thomson, inc	williamson	2	12/05/2014	4.00	EACH	11.00	44.00
brown builders inc	williamson	3	12/05/2014	4.00	EACH	34.00	136.00
eubank asphalt paving and sealing	williamson	1	03/27/2015	4.00	EACH	5.00	20.00
lojac enterprises, inc.	williamson	2	03/27/2015	4.00	EACH	5.00	20.00
jones brothers, inc.	williamson	3	03/27/2015	4.00	EACH	5.00	20.00
tennessee valley paving co., inc.	williamson	4	03/27/2015	4.00	EACH	50.00	200.00
eubank asphalt paving and sealing	williamson	1	08/28/2015	8.00	EACH	5.00	40.00
tennessee valley paving co., inc.	williamson	2	08/28/2015	8.00	EACH	10.00	80.00
lojac enterprises, inc.	williamson	3	08/28/2015	8.00	EACH	7.00	56.00
lojac enterprises, inc.	williamson	1	12/04/2015	4.00	EACH	5.00	20.00
jones brothers, inc.	williamson	2	12/04/2015	4.00	EACH	4.00	16.00
rogers group, inc.	williamson	1	02/12/2016	4.00	EACH	5.00	20.00
lojac enterprises, inc.	williamson	2	02/12/2016	4.00	EACH	5.00	20.00
eubank asphalt paving and sealing	williamson	3	02/12/2016	4.00	EACH	5.00	20.00
tennessee valley paving co., inc.	williamson	4	02/12/2016	4.00	EACH	100.00	400.00
lojac enterprises, inc.	williamson	1	04/01/2016	4.00	EACH	5.00	20.00
tennessee valley paving co., inc.	williamson	2	04/01/2016	4.00	EACH	25.00	100.00
lojac enterprises, inc.	williamson	1	06/24/2016	8.00	EACH	10.00	80.00
rogers group, inc.	williamson	2	06/24/2016	8.00	EACH	5.25	42.00
tennessee valley paving co., inc.	williamson	3	06/24/2016	8.00	EACH	25.00	200.00
lojac enterprises, inc.	williamson	1	06/24/2016	4.00	EACH	5.00	20.00
tennessee valley paving co., inc.	williamson	2	06/24/2016	4.00	EACH	25.00	100.00
lojac enterprises, inc.	williamson	1	06/24/2016	4.00	EACH	5.00	20.00
tennessee valley paving co., inc.	williamson	2	06/24/2016	4.00	EACH	25.00	100.00

Report Settings

Selected Pay Item: 712-05.01 :warning lights (type a)
Include Bidders: All Bids
Sel County/Region: WILLIAMSON county
Include Lettings: Last 36 Months
Quantity Range: From 0.00 to 10.00 EACH
Omit High/Low Price: NO
Averages Type: Weighted Average



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229499

Certificate No. 006203195

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

S. Lyle Bates, Jr., Jerry Eugene Horner, Jr., Jim A. Armstrong, Jerry G. Veazey, Jr., Jason J. Young, Trina Cobb, Linda D. Whittington, Peggy L. Jackson, William E. Howard Jr., Brody Eric Buckley, Angela Bullic, Stephen Wesley Price, Jr., and Amanda Jean Charfauros

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of June, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 5th day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of AUG 05 2016, 20 ____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Supplemental Agreement and/or Request for Construction Change Change Order Request # 2

Project Title/Termini:	Hillsboro Road Widening - Phase II		
Owner:	City of Franklin, Tennessee	PIN:	108409.00
Address:	109 3 rd Avenue South	State Project No.:	94014-3230-04
	Franklin, TN 37064	Federal Project No.:	STP-EN-106(22)
Date Prepared:	7/20/2016	Contract No.:	2015-0002
		County:	Williamson

Whereas, we Eutaw Construction Company, Inc. with Travelers Casualty and Surety Company of America, as a Surety, entered into a contract with City of Franklin, Tennessee, on March 8th, 2016, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Add the pay item 712-04.50 Portable Barrier Rail Delineator, (EACH) to the contract documents to be installed on top of the portable barrier rail in accordance with the TDOT standard drawings for improved night time visibility. This item will replace contract pay items 712-06.01 Vertical Panels, and reduce the quantity for pay item 713-11.02 Perforated/Knockout Square Tub Post originally set up in the contract for attachment to the top of the portable barrier rail.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by _____ days, ☐ Decrease by _____ days

Original contraction Completion Time: 430 days (Date: 6/21/2017)

Approved Change Orders: 0

Current Change Order: 0

Contract Completion Time with Change Orders: 430 days (Date: 6/21/2017)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
712-06.01	Vertical Panels	SF	1,202	0	-1,202	\$13.00	\$-15,626.00
712-04.50	Portable Barrier Rail Delineator	EA	0	75		\$40	\$3,000.00

Bid Contract Amount: \$11,995,005.13

Current Change Order: \$-12,626.00

Approved Change Orders: \$ _____



Local Government Guidelines Form 8-30
March 1, 2016

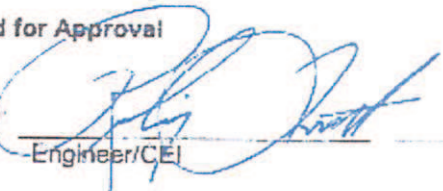
Pending Change Orders: \$2,992.50
Total Change Orders to Date: \$9,633.50

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 2**

Project Title/Terminal:	Hillsboro Road Widening - Phase II		
Owner:	City of Franklin, Tennessee	PIN:	108409.00
Address:	109 3 rd Avenue South	State Project No.:	94014-3230-04
	Franklin, TN 37064	Federal Project No.:	STP-EN-106(22)
Date Prepared:	7/20/2016	Contract No.:	2015-0002
		County:	Williamson

Now, Therefore, We, Eutaw Construction Company, Inc., Contractors, and Travelers Casualty and Surety Company of America, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

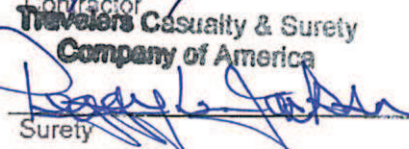
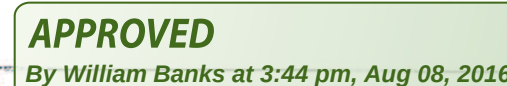
Recommended for Approval

By:  Date: 7/29/16
Engineer/CEI

Approved for
Eligibility:

APPROVED
By Denise Baker at 11:13 am, Aug 01, 2016
By: _____ Date: _____
Local Programs Planner

Approved By:

By:  August 5th, 2016
Contractor
Travelers Casualty & Surety
Company of America
By:  Date: 8/5/2016
Surety Attorney-in-Fact
By:  Date: _____
Owner

TENNESSEE PAY ITEM REPORT

Gresham Smith & Partners

Date: 07/29/2016
Time: 09:14:30

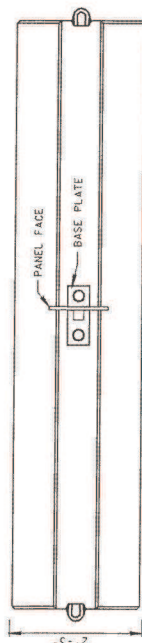
Pay Item: 712-04.50 PORTABLE BARRIER RAIL DELINEATOR

TOTALS	High:	150.00	Wtd. Average:	12.76	Total Quan:	1,192.00	Count:	61
	Low:	4.89	Strt. Average:	15.16	Avg. Quan:	19.54	Median:	12.50
			Std Deviation:	18.20				

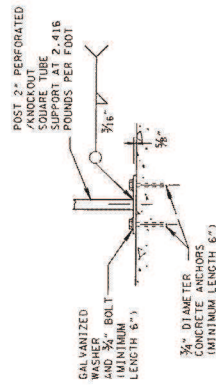
Contractor	County	Position	Bid Date	Quantity	Unit	Unit Price	Extension
lojac enterprises, inc.	davidson	1	07/11/2014	48.00	EACH	10.25	492.00
sessions paving company	davidson	2	07/11/2014	48.00	EACH	16.50	792.00
civil constructors, inc.	davidson	3	07/11/2014	48.00	EACH	13.00	624.00
mountain states contractors, llc	davidson	4	07/11/2014	48.00	EACH	12.50	600.00
rogers group, inc.	lawrence	1	07/11/2014	50.00	EACH	12.28	614.00
lojac enterprises, inc.	lawrence	2	07/11/2014	50.00	EACH	9.50	475.00
jamison construction, llc	smith	1	10/17/2014	10.00	EACH	12.00	120.00
concrete strategies, llc	smith	2	10/17/2014	10.00	EACH	6.00	60.00
highways, inc.	smith	3	10/17/2014	10.00	EACH	12.60	126.00
mid-state construction co., inc.	smith	4	10/17/2014	10.00	EACH	6.27	62.70
rogers group, inc.	smith	5	10/17/2014	10.00	EACH	17.88	178.80
gannett fleming project development corporation	davidson, robertson, sumner	1	10/17/2014	26.00	EACH	14.00	364.00
stansell elec. co., inc.	davidson, robertson, sumner	2	10/17/2014	26.00	EACH	9.60	249.60
mid-state construction co., inc.	davidson	1	10/17/2014	48.00	EACH	14.38	690.24
concrete strategies, llc	hickman	1	12/05/2014	22.00	EACH	13.75	302.50
jones brothers, inc.	hickman	2	12/05/2014	22.00	EACH	13.00	286.00
bell & associates construction, lp	hickman	3	12/05/2014	22.00	EACH	30.00	660.00
highways, inc.	hickman	4	12/05/2014	22.00	EACH	13.65	300.30
dement construction co. llc	hickman	5	12/05/2014	22.00	EACH	13.00	286.00
charles deweese construction, inc.	sumner	1	12/05/2014	8.00	EACH	13.65	109.20
brown builders inc	sumner	2	12/05/2014	8.00	EACH	13.65	109.20
angel contracting, llc	sumner	3	12/05/2014	8.00	EACH	15.29	122.32
eatherly group, inc.	sumner	4	12/05/2014	8.00	EACH	16.00	128.00
jamison construction, llc	williamson	1	08/28/2015	14.00	EACH	12.00	168.00
brown builders inc	williamson	2	08/28/2015	14.00	EACH	12.60	176.40
mid-state construction co., inc.	williamson	3	08/28/2015	14.00	EACH	14.20	198.80
concrete strategies, llc	humphreys	1	08/28/2015	8.00	EACH	8.50	68.00
jones brothers, inc.	humphreys	2	08/28/2015	8.00	EACH	8.00	64.00
thomson & thomson, inc	humphreys	3	08/28/2015	8.00	EACH	13.50	108.00
brown builders inc	humphreys	4	08/28/2015	8.00	EACH	15.00	120.00
volunteer bridge construction, inc.	humphreys	5	08/28/2015	8.00	EACH	12.00	96.00
dement construction co. llc	humphreys	6	08/28/2015	8.00	EACH	8.00	64.00
thomson & thomson, inc	stewart	1	08/28/2015	22.00	EACH	13.50	297.00
mid-state construction co., inc.	stewart	2	08/28/2015	22.00	EACH	11.29	248.38
jamison construction, llc	stewart	3	08/28/2015	22.00	EACH	12.00	264.00
brown builders inc	stewart	4	08/28/2015	22.00	EACH	10.50	231.00
volunteer bridge construction, inc.	stewart	5	08/28/2015	22.00	EACH	15.00	330.00
civil constructors, inc.	robertson	1	08/28/2015	10.00	EACH	21.00	210.00
lojac enterprises, inc.	robertson	2	08/28/2015	10.00	EACH	18.00	180.00
jones brothers, inc.	robertson	3	08/28/2015	10.00	EACH	20.00	200.00
eubank asphalt paving and sealing	robertson	4	08/28/2015	10.00	EACH	30.00	300.00
mid-state construction co., inc.	moore	1	10/16/2015	7.00	EACH	5.46	38.22
jamison construction, llc	moore	2	10/16/2015	7.00	EACH	20.00	140.00
dement construction co. llc	moore	3	10/16/2015	7.00	EACH	13.50	94.50
thomson & thomson, inc	williamson	1	10/16/2015	24.00	EACH	11.00	264.00
mid-state construction co., inc.	williamson	2	10/16/2015	24.00	EACH	5.29	126.96
concrete strategies, llc	williamson	3	10/16/2015	24.00	EACH	11.00	264.00
brown builders inc	williamson	4	10/16/2015	24.00	EACH	10.10	242.40
jamison construction, llc	williamson	5	10/16/2015	24.00	EACH	10.00	240.00
wright paving contractors, inc.	maury	1	12/04/2015	29.00	EACH	4.89	141.81
rogers group, inc.	maury	2	12/04/2015	29.00	EACH	12.55	363.95
lojac enterprises, inc.	maury	3	12/04/2015	29.00	EACH	7.00	203.00
concrete strategies, llc	davidson	1	02/12/2016	2.00	EACH	150.00	300.00
brown builders inc	davidson	2	02/12/2016	2.00	EACH	20.00	40.00
jones brothers, inc.	moore	1	04/01/2016	6.00	EACH	12.00	72.00
lojac safety inc	davidson	1	06/24/2016	10.00	EACH	7.00	70.00
law signs, llc	davidson	2	06/24/2016	10.00	EACH	11.00	110.00

REV. 10-10-06: ADDED DETAIL FOR GROUND MOUNTED FLEXIBLE DELINEATOR AND GENERAL NOTES.
REV. 11-1-11: REVISED SHOULDER DETAILS.

VERTICAL PANEL MOUNTED ON INTERCONNECTED PORTABLE BARRIER RAIL

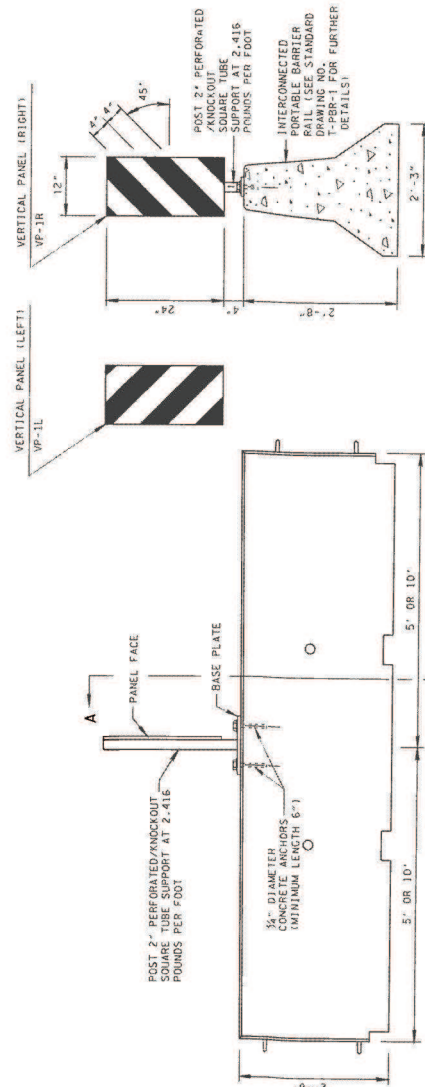


PLAN VIEW



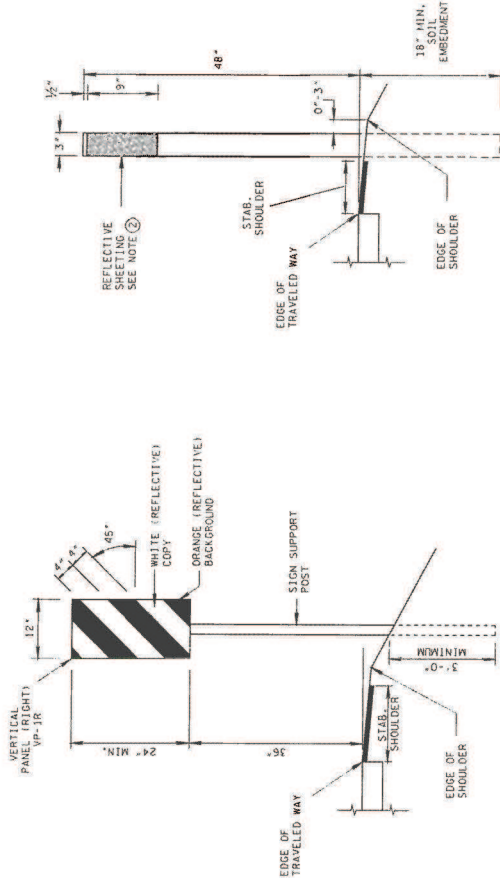
ELEVATION

BASE PLATE DETAIL



ELEVATION VIEW

SECTION A-A



DETAIL FOR VERTICAL PANEL WHICH IS TO BE GROUND MOUNTED

GROUND MOUNTED FLEXIBLE DELINEATOR

- VERTICAL PANEL GENERAL NOTES**
- SPACING FOR VERTICAL PANELS NOT IN A TAPER SHOULD BE A DISTANCE IN FEET APPROXIMATELY EQUAL TO TWO TIMES THE POSTED SPEED LIMIT IN MILES PER HOUR. THE MAXIMUM SPACING IN FEET BETWEEN PANELS IN A TAPER SHOULD BE APPROXIMATELY EQUAL TO THE POSTED SPEED LIMIT IN MILES PER HOUR, BUT WILL NOT EXCEED ONE HALF THE SPACING OF THE PANELS NOT IN A TAPER.
 - FOR TRAFFIC MOVING TO THE LEFT OF THE VERTICAL PANELS, USE SIGN VP-1R. FOR TRAFFIC MOVING TO THE RIGHT OF THE VERTICAL PANELS, USE SIGN VP-1L.
 - IF USED FOR TRAFFIC IN TWO DIRECTIONS, BACK TO BACK PANELS SHALL BE USED.
 - THE VERTICAL PANELS FACE SUPPORT, INSTALLATION AND HARDWARE USE TO BE PAID FOR UNDER THE PRICE BID FOR ITEM NUMBER 717-05-01, REF. 100. PANEL PER SQUARE FOOT.

- FLEXIBLE DELINEATOR GENERAL NOTES**
- THE REFLECTIVE SHEETING SHALL MEET THE REQUIREMENTS OF AASHTO M280, TYPE III OR MATCHED THE VERTICAL CURVE PERMANENTLY.
 - THE REFLECTIVE SHEETING STRIP ON THE DELINEATORS SHALL BE MIN. 9 INCHES IN LENGTH AND SUFFICIENT WIDTH TO COVER THE 3 INCHES WIDE PROFILE FACING APPROACHING TRAFFIC. THE VARIATIONS IN REFLECTIVE SHEETING DIMENSION SHOULD NOT EXCEED $\pm 10\%$.
 - THE CONTRACTOR SHALL SELECT MATERIAL FROM THE DEPARTMENT'S OPL.
 - THE COLOR OF THE DELINEATOR POST SHALL BE WHITE UNLESS OTHERWISE NOTED ON THE PLANS.
 - THE COLOR OF THE REFLECTIVE SHEETING SHALL CONFORM TO THE COLOR OF EDGE LINES STIPULATED IN SUBSECTION 3B-6 (PAGE 3B-8 AND 3B-11) OF THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
 - PAYMENT FOR GROUND MOUNTED FLEXIBLE DELINEATORS WILL BE MADE AS FOLLOWS: ITEM NUMBER 713-02-14, FLEXIBLE DELINEATOR (WHITE) PER EACH, ITEM NUMBER 713-02-15, FLEXIBLE DELINEATOR (YELLOW) PER EACH.
 - SPACING FOR FLEXIBLE DELINEATOR POSTS SHALL BE 20' OR LESS.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229499

Certificate No. 006203196

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

S. Lyle Bates, Jr., Jerry Eugene Horner, Jr., Jim A. Armstrong, Jerry G. Veazey, Jr., Jason J. Young, Trina Cobb, Linda D. Whittington, Peggy L. Jackson, William E. Howard Jr., Brody Eric Buckley, Angela Bullie, Stephen Wesley Price, Jr., and Amanda Jean Charfauros

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of June, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 5th day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 _____.

AUG 05 2016


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Supplemental Agreement and/or Request for Construction Change Change Order Request # 3

Project Title/Termini:	Hillsboro Road Widening - Phase II		
Owner:	City of Franklin, Tennessee	PIN:	108409.00
Address:	109 3 rd Avenue South	State Project No.:	94014-3230-04
	Franklin, TN 37064	Federal Project No.:	STP-EN-106(22)
Date Prepared:	7/25/2016	Contract No.:	2015-0002
		County:	Williamson

Whereas, we Eutaw Construction Company, Inc. with Travelers Casualty and Surety Company of America, as a Surety, entered into a contract with City of Franklin, Tennessee, on March 8th, 2016, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

modify the contract documents to include the elimination of the as-bid metal halide pulse start roadway lighting luminaires, and replacing them in-kind with LED Luminaires. The light pole type and material will remain the same. This is a zero cost change order.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by _____ days, ☐ Decrease by _____ days

Original contraction Completion Time: 430 days (Date: 6/21/2017)

Approved Change Orders: 0

Current Change Order: 0

Contract Completion Time with Change Orders: 430 days (Date: 6/21/2017)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
714-08.09	Light Pole Material Only, Fixture Type A (Metal Halide)	EA	-55	0	0	\$ 8,740.00	\$-480,700.00
714-08.10	Light Pole Material Only, Fixture Type B (Metal Halide)	EA	-3	0	0	\$ 8,780.00	\$-26,340.00
714-08.09	Light Pole Material Only, Fixture Type A (LED)	EA	0	55	0	\$8,740.00	\$480,700.00



Local Government Guidelines Form 8-30
March 1, 2016

714-08.10	Light Pole Material Only, Fixture Type B (LED)	EA	0	3	0	\$8,780.00	\$26,340.00
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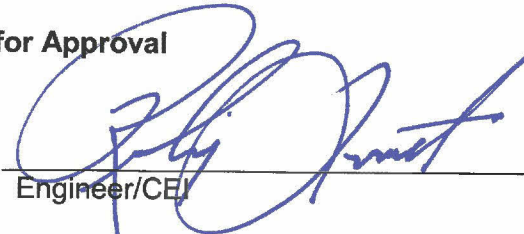
Bid Contract Amount: \$11,995,005.13
Current Change Order: \$0.00
Approved Change Orders: \$-9,633.50
Pending Change Orders: \$0
Total Change Orders to Date: \$-9,633.50

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 3**

Project Title/Termini: Hillsboro Road Widening - Phase II
Owner: City of Franklin, Tennessee PIN: 108409.00
Address: 109 3rd Avenue South State Project No.: 94014-3230-04
Franklin, TN 37064 Federal Project No.: STP-EN-106(22)
Date Prepared: 7/25/2016 Contract No.: 2015-0002
County: Williamson

Now, Therefore, We, Eutaw Construction Company, Inc., Contractors, and Travelers Casualty and Surety Company of America, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By:  8/5/16
Engineer/CEI Date

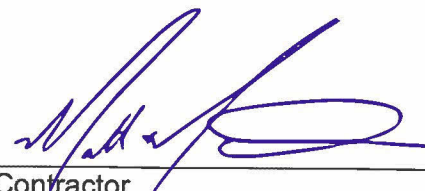
Approved for Eligibility:

APPROVED

By Denise Baker at 3:05 pm, Aug 08, 2016

By: _____
Local Programs Planner Date

Approved By:

By:  August 8th, 2016
Contractor Date



Local Government Guidelines Form 8-30
March 1, 2016

Travelers Casualty and Surety Company of

By:  8/8/2016
Peggy L. Jackson, Attorney-in-Fact Date

By:  08/09/2016
Owner Date



July 22, 2016

Sent via email

Matt McQueen
Eutaw Construction Company, Inc.
1700 Hayes Street Suite 103
Franklin, TN 37064

RE: Hillsboro Road Widening Phase II – 2015-0002
Subject: LED Change Request

Mr. McQueen,

As requested, I would like to submit pricing to supply the LED light source style fixtures in lieu of the Metal Halide Pulse Start Lamp light source style fixtures currently set up in the contract. I have included the cut sheets for the LED fixtures with this letter. Stansell Electric can supply the LED fixtures at the same contract price as the Metal Halide Pulse Start Lamp fixtures. We understand that this change is only for the two contract items is listed below.

714-08.09	Light Pole Material Only, Fixture Type A	55 EA
714-08.10	Light Pole Material Only, Fixture Type B	3 EA

Please confirm the attached cut sheet is what the City of Franklin is wanting. Should you have any questions or concerns, please do not hesitate to contact me.

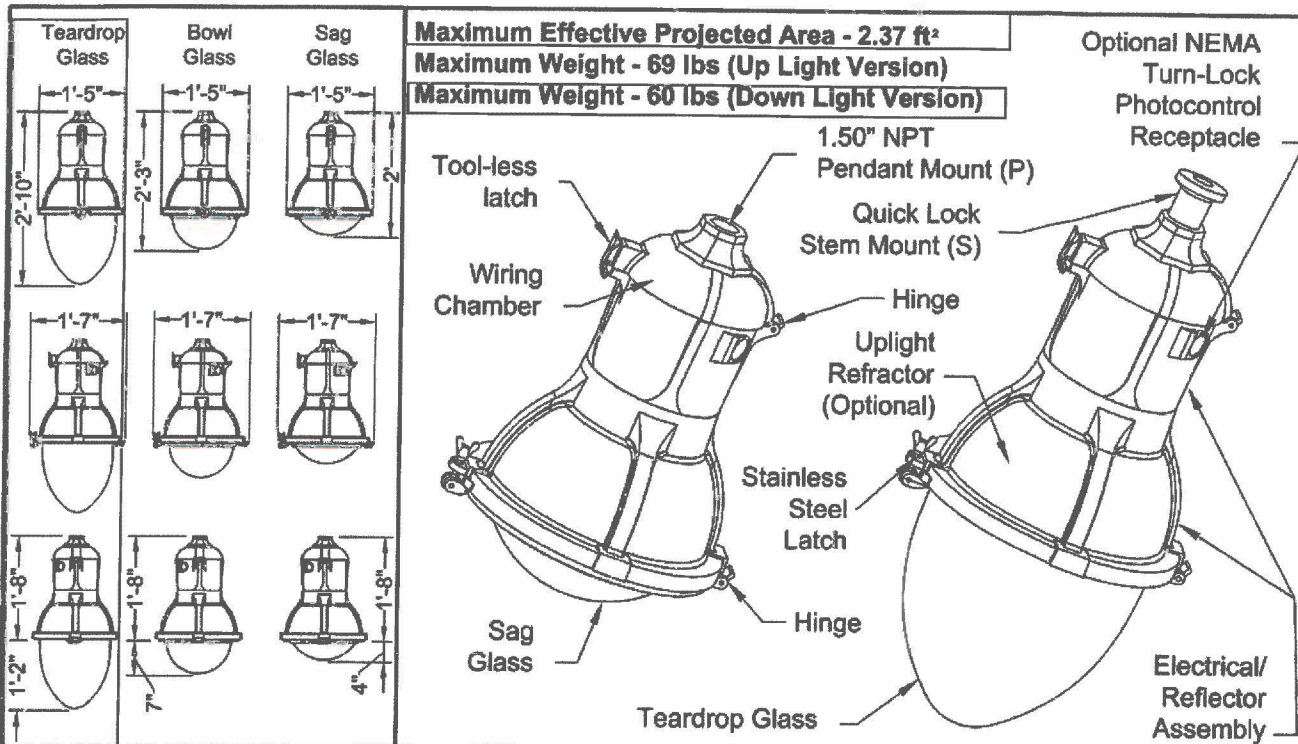
Respectfully,

Stansell Electric Company, Inc.

TJ Rodgers

Digitally signed by TJ Rodgers
DN: cn=US,
email=tjrodgers@stansellelectric.com,
o=Stansell Electric Company, Inc.,
ou=Construction, cn=TJ Rodgers
Date: 2016.07.25 15:14:15-05'00'

TJ Rodgers
Senior Project Manager
860 Visco Drive
Nashville TN, 37210
Cell: 615-947-8624
Fax: 615-320-5236



Memphis®
Utility Tear Drop LED 2

**DECORATIVE
OUTDOOR**

HOLOPHANE®
LEADER IN LIGHTING SOLUTIONS
An Acuity Brands Company

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EXAMPLE: MPL2 P10S 40K AS BK TG 3 S

MPL2

ORDERING INFORMATION:

LUMEN / WATTAGE PACKAGE
(SEE PERFORMANCE TABLE FOR DETAILS, Page 2)
P10S = DOWN LIGHT
P10U = DOWN LIGHT AND UP LIGHT
P20S = DOWN LIGHT
P20U = DOWN LIGHT AND UP LIGHT¹
P30S = DOWN LIGHT
P35S = DOWN LIGHT
P40S = DOWN LIGHT
P50S = DOWN LIGHT
P60S = DOWN LIGHT

VOLTAGE
AS = AUTO-SENSING 120 - 277 V
AH = AUTO-SENSING 347 - 480 V

COLOR TEMPERATURE
27K = 2700 CCT
30K = 3000 CCT
40K = 4000 CCT
50K = 5000 CCT

COLOR
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DB = DARK BLUE
GR = GRAY
GH = GRAPHITE
GN = GREEN
PP = PRIME PAINT
WH = WHITE
BZ = BRONZE
TDC = TIGER DRYLAC COLOR (RAL***)
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BG = BOWL GLASS & DOOR
SG = SAG GLASS & DOOR

OPTIC
3 = TYPE 3 ASYMMETRIC
5 = TYPE 5 SYMMETRIC

TOP ENTRY
P = 1.5 NPT PENDENT MOUNT
S = QUICK LOCK STEM MOUNT

OPTIONS

AO = ADJUSTABLE OUTPUT DIMMING (NOT AVAILABLE WITH OPTIONS "P5", "P7", OR ANY OTHER DIMMING OPTION)³
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P7 = NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE (7 PIN)
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FPDXX = FACTORY PROGRAMMED DRIVER (XX = PERCENTAGE OF LUMENS OR WATTS, SEE PAGE 3)
DE = ROAM CONCIERGE DIMMING CONTROL (NOT AVAILABLE WITH VOLTAGE CODE AH, OR ANY OTHER PHOTOCONTROL OR DIMMING OPTION)
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L20 = 20FT PREWIRED LEADS
L25 = 25FT PREWIRED LEADS
L30 = 30FT PREWIRED LEADS
NL2X2 = 2"x2" ANSI WATTAGE LABEL
NL3X3 = 3"x3" ANSI WATTAGE LABEL

ACCESSORIES

LT3HSS90 = HOUSE SIDE SHIELD, 90 DEGREE (AVAILABLE ON P10S, P10U, P20S, P20U, P30S, AND P35S)
LT3HSS120 = HOUSE SIDE SHIELD, 120 DEGREE (AVAILABLE ON P10S, P10U, P20S, P20U, P30S, AND P35S)
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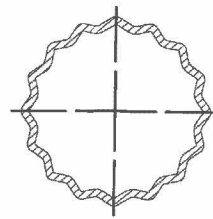
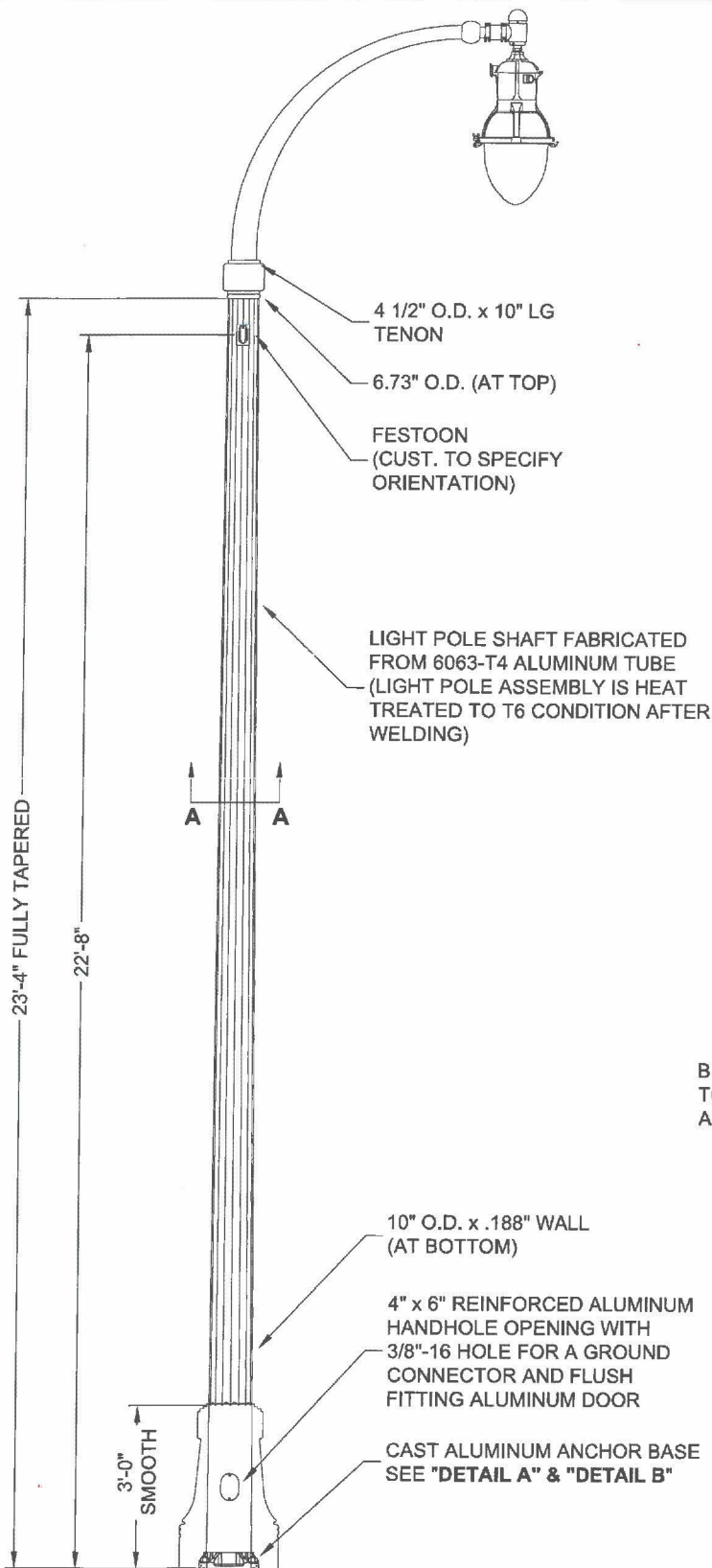
TYPE "A"

NOTES:

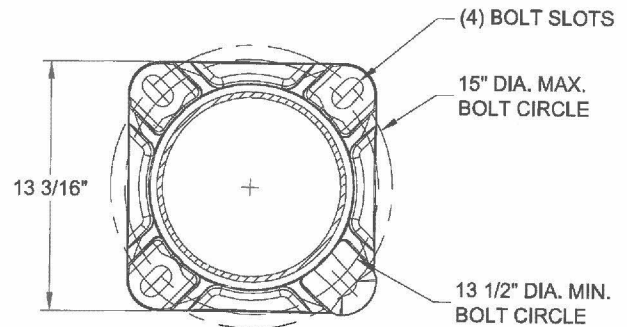
1. ONLY AVAILABLE WITH "AS" VOLTAGE
2. ONLY AVAILABLE IN TYPE 3
3. FOR AO DATA, REFER TO PAGE 7 OF INSTRUCTION SHEET ON WEBSITE (IM-396)

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SET OF DRAWINGS FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE. THE CUSTOMER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. HOLOPHANE SHALL NOT BE RESPONSIBLE FOR ANY DELAYS OR COSTS INCURRED BY THE CUSTOMER IN OBTAINING SUCH PERMITS AND APPROVALS. HOLOPHANE SHALL NOT BE RESPONSIBLE FOR ANY DELAYS OR COSTS INCURRED BY THE CUSTOMER IN OBTAINING SUCH PERMITS AND APPROVALS. HOLOPHANE SHALL NOT BE RESPONSIBLE FOR ANY DELAYS OR COSTS INCURRED BY THE CUSTOMER IN OBTAINING SUCH PERMITS AND APPROVALS.

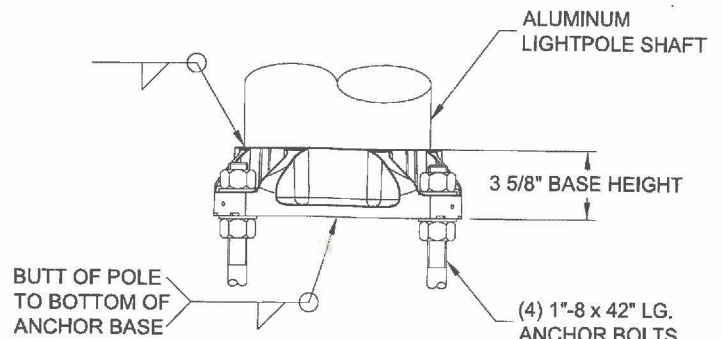
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		RAF	2/17/2016	LUM MPL2



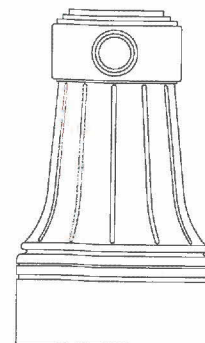
SECTION A-A
16 SHARP FLUTE



DETAIL B
DO NOT USE TO SET ANCHOR BOLTS
CONTACT CUSTOMER SERVICE FOR TEMPLATE



DETAIL A



HOLOPHANE
LEADER IN LIGHTING SOLUTIONS
3825 Columbus RD., Granville, Ohio 43023

****CONFIDENTIAL****

The information contained in this drawing is privileged and confidential, and may be protected from disclosure. Please be aware that any use or dissemination of this drawing may be subject to legal restriction or sanction.

TITLE:
S ANCHOR BASE FLUTED TAPERED LIGHTPOLES

MODEL NO.: 230667106T4V,3DR12520G,4.5"ODX10"LG

MATERIAL: ALUMINUM ALLOY

FINISH: RP99P024 - FRANKLIN GREEN 80% GLOSS

PROJECT: HILLSBORO ROAD PHASE 2 01-19-16

SOLD TO: CITY OF FRANKLIN STANDARDS 2016

SHIP TO: FRANKLIN, TN

P.O. NO: 2111-16-11680-1

REP: SEAN CLARE

QTY:

Pole Type A

DWN BY:

Catalog #s:
RFD214665

CHKD BY:

POLE: RTFA2310-3DR12520G-EA-RP99P024

APPR BY:

BASE COVER: AT22CACSB-RP99P024

DATE:

ARM: RBC51/1-CA/RP99P024

DWG NO:

ANCHOR BOLTS: AB-27-4

TSG009569

STANDARD MATERIAL

FITTER: GWLF200SCACMC

LUMINAIRE: MPL2P30S40KASCMCTG3P

Customer Signature & Date:



REV

DATE

06/21/16 CORRECTED FIXTURE IN VIEW

REVISION DESCRIPTION

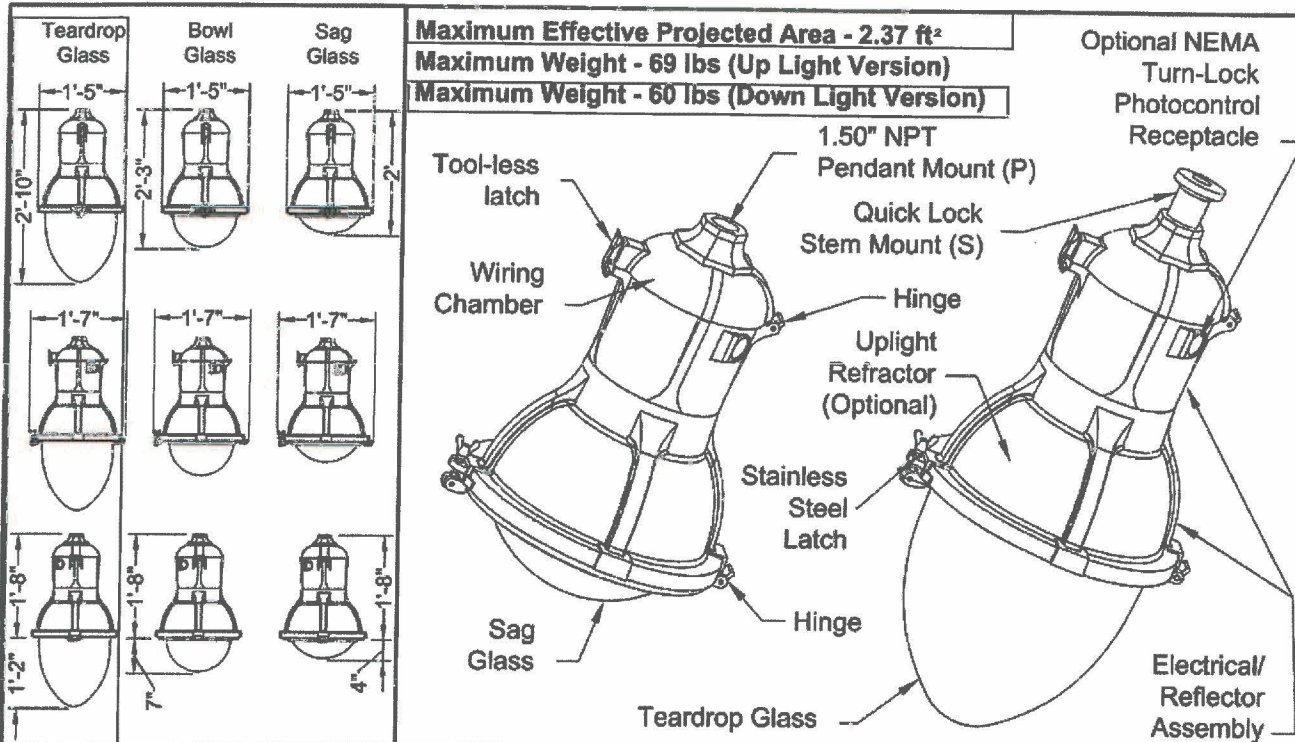
MAB

BY

PAGE:

1 / 3

TYPE A LED



EXAMPLE: MPL2 P10S 40K AS BK TG 3 S

MPL2

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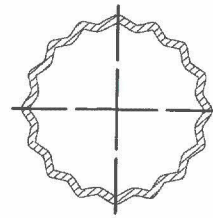
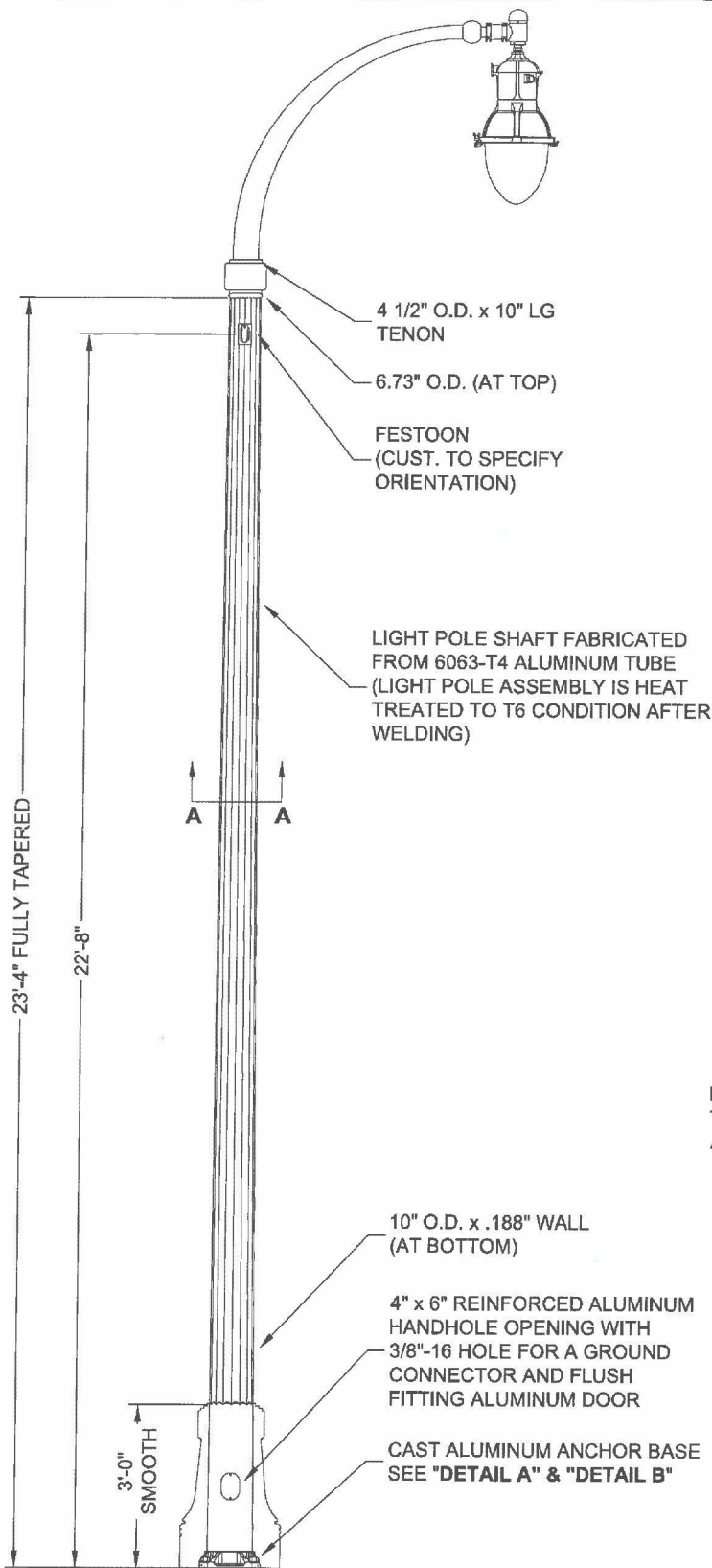
Memphis®
Utility Tear Drop LED 2

DECORATIVE
OUTDOOR

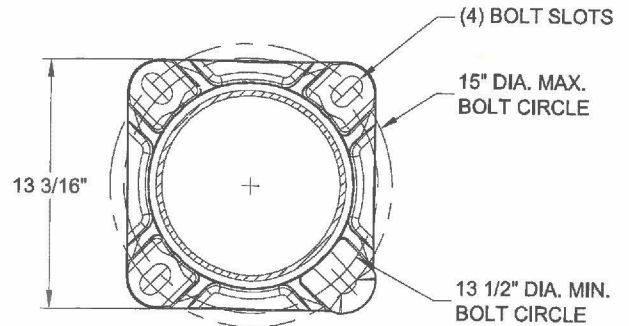
HOLOPHANE®
LEADER IN LIGHTING SOLUTIONS
An Acuity Brands Company

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ORDER #:
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DRAWN: RAF
DATE: 2/17/2016
DWG NO: LUM_MPL2

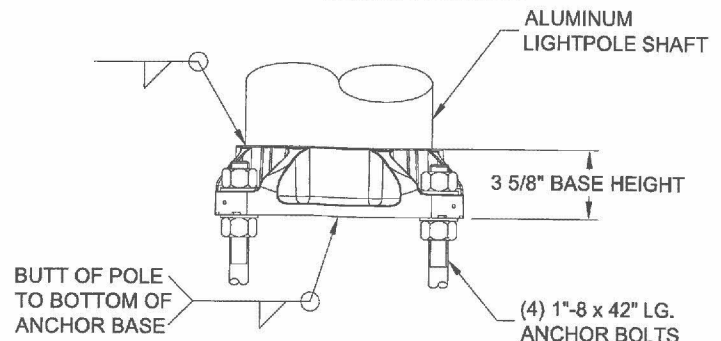


SECTION A-A
16 SHARP FLUTE

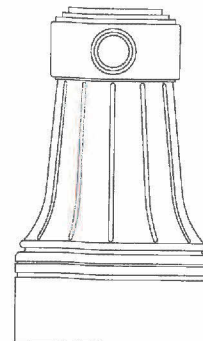


DETAIL B

DO NOT USE TO SET ANCHOR BOLTS
CONTACT CUSTOMER SERVICE FOR TEMPLATE



DETAIL A



HOLOPHANE
LEADER IN LIGHTING SOLUTIONS
3825 Columbus RD., Granville, Ohio 43023

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SOLD TO: CITY OF FRANKLIN STANDARDS 2016
SHIP TO: FRANKLIN, TN
P.O. NO: 2111-16-11680-1
REP: SEAN CLARE

QTY:

Pole Type B

DWN BY:

Catalog #s:
RFD214665

CHK'D BY:

POLE: RTFA2310-3DR12520G-EA-RP99P024

APPR BY:

BASE COVER: AT22CACSB-RP99P024

DATE:

STANDARD MATERIAL

DWG NO:

ARM: RBC51/1-CA/RP99P024

TSG009569

ANCHOR BOLTS: AB-27-4

FITTER: GWLF200SCACMO

LUMINAIRE: MPL2P30S40KASCMCTG3PRPCS

Customer Signature & Date:

△		
△	06/21/16	CORRECTED FIXTURE IN VIEW
REV	DATE	REVISION DESCRIPTION

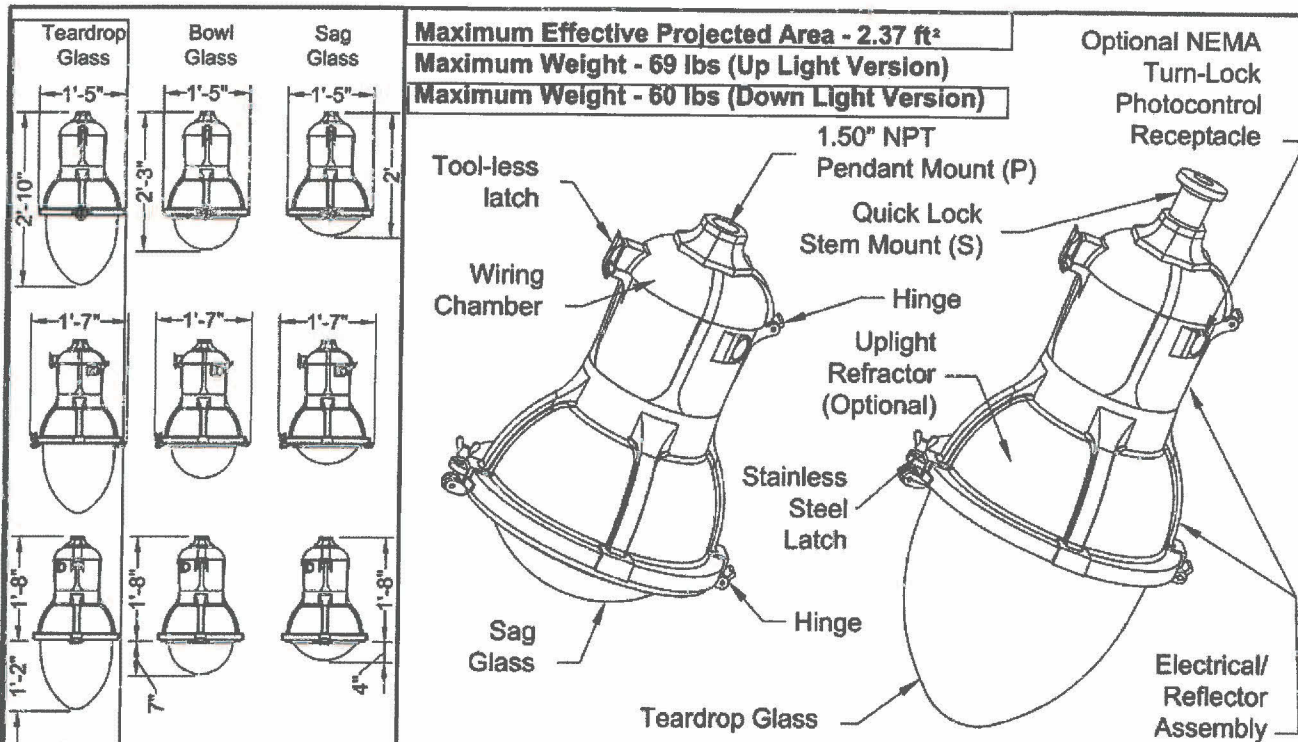
MAB

PAGE:

BY

2 / 3

TYPE "B" LED



Memphis®
Utility Tear Drop LED 2

**DECORATIVE
OUTDOOR**

HOLOPHANE®
LEADER IN LIGHTING SOLUTIONS
An Acuity Brands Company

2009 ACUITY BRANDS LIGHTING INC., All Rights Reserved

EXAMPLE: MPL2 P10S 40K AS BK TG 3 S

MPL2

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PP = PRIME PAINT
WH = WHITE
BZ = BRONZE
TDC = TIGER DRYLAC COLOR (RAL***)
CMC = CUSTOM MATCH COLOR
XX = STD FINISH, TBD

DOOR AND GLASS
TG = TEARDROP² GLASS & DOOR
BG = BOWL GLASS & DOOR
SG = SAG GLASS & DOOR

OPTIC
3 = TYPE 3 ASYMMETRIC
5 = TYPE 5 SYMMETRIC

TOP ENTRY
P = 1.5 NPT PENDENT MOUNT
S = QUICK LOCK STEM MOUNT

OPTIONS

AO = ADJUSTABLE OUTPUT DIMMING (NOT AVAILABLE WITH OPTIONS "P5", "P7", OR ANY OTHER DIMMING OPTION)
R = NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE (3 PIN)
P5 = NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE (5 PIN)
P7 = NEMA TWISTLOCK PHOTOCONTROL RECEPTACLE (7 PIN)
PSC = SHORTING CAP (MUST BE USED WITH OPTION "R", "P5", OR "P7")
PCS = DTL TWISTLOCK PHOTOCONTROL FOR SOLID-STATE LIGHTING 120-277V (MUST BE USED WITH OPTION "R", "P5", OR "P7")
PCLL = DTL LONG LIFE TWISTLOCK PHOTOCONTROL FOR SOLID-STATE LIGHTING 120-277V (MUST BE USED WITH OPTION "R", "P5", OR "P7")
P34 = DTL TWISTLOCK PHOTOCONTROL 347V (MUST BE USED WITH OPTION "R", "P5" OR "P7")
P48 = DTL TWISTLOCK PHOTOCONTROL 480V (MUST BE USED WITH OPTION "R", "P5" OR "P7")
FPDXX = FACTORY PROGRAMMED DRIVER (XX = PERCENTAGE OF LUMENS OR WATTS, SEE PAGE 3)
DE = ROAM CONCIERGE DIMMING CONTROL (NOT AVAILABLE WITH VOLTAGE CODE AH, OR ANY OTHER PHOTOCONTROL OR DIMMING OPTION)
PND = 0-10V PART NIGHT DIMMING (AS VOLTAGE ONLY, MUST BE USED WITH OPTION "R")
DS = 30 INCH DIAMETER DEEP SKIRT FOR CUTOFF REQUIREMENT
SS = 30 INCH DIAMETER SHALLOW SKIRT FOR CUTOFF REQUIREMENT
L1H = 3FT PREWIRED LEADS
L10 = 10FT PREWIRED LEADS
L20 = 20FT PREWIRED LEADS
L25 = 25FT PREWIRED LEADS
L30 = 30FT PREWIRED LEADS
NL2X2 = 2"x2" ANSI WATTAGE LABEL
NL3X3 = 3"x3" ANSI WATTAGE LABEL

ACCESSORIES

LT3HSS90 = HOUSE SIDE SHIELD, 90 DEGREE (AVAILABLE ON P10S, P10U, P20S, P20U, P30S, AND P35S)
LT3HSS120 = HOUSE SIDE SHIELD, 120 DEGREE (AVAILABLE ON P10S, P10U, P20S, P20U, P30S, AND P35S)
LT3HSS180 = HOUSE SIDE SHIELD, 180 DEGREE (AVAILABLE ON P10S, P10U, P20S, P20U, P30S, AND P35S)
LT5HSS90 = HOUSE SIDE SHIELD, 90 DEGREE (AVAILABLE ON P40S, P50S, AND P60S)
LT5HSS120 = HOUSE SIDE SHIELD, 120 DEGREE (AVAILABLE ON P40S, P50S, AND P60S)
LT5HSS180 = HOUSE SIDE SHIELD, 180 DEGREE (AVAILABLE ON P40S, P50S, AND P60S)

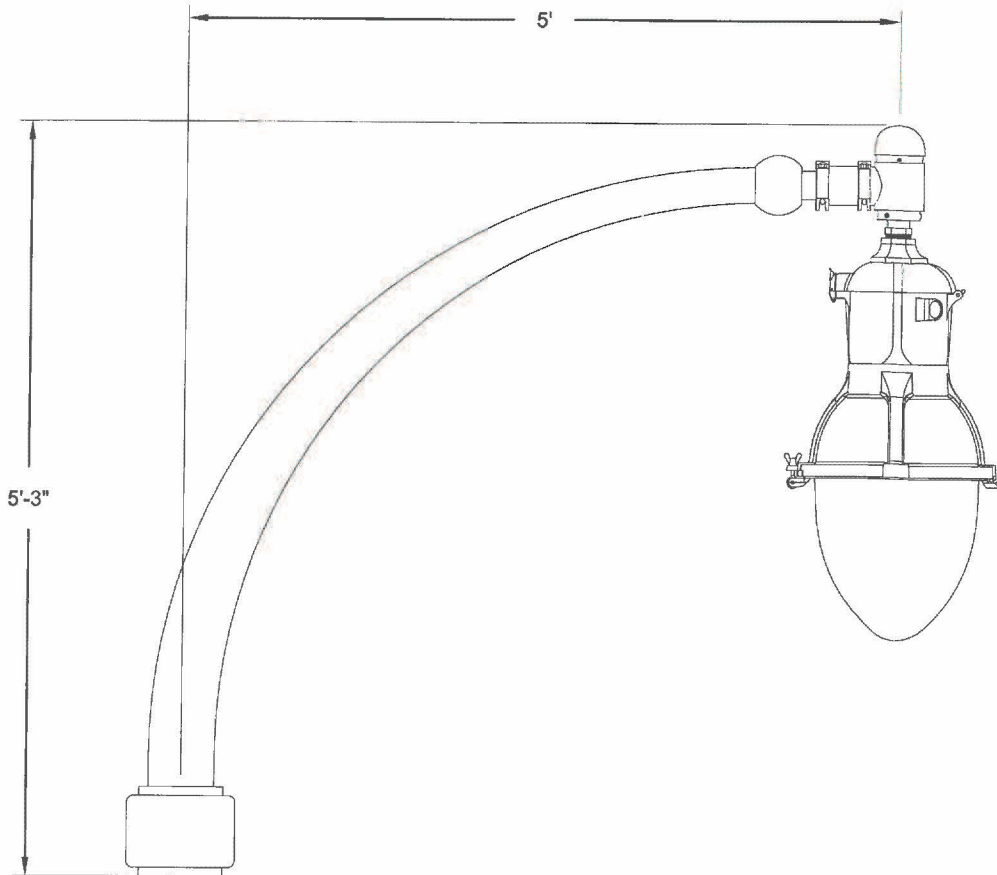
NOTES:

1. ONLY AVAILABLE WITH "AS" VOLTAGE
2. ONLY AVAILABLE IN TYPE 3
3. FOR AO DATA, REFER TO PAGE 7 OF INSTRUCTION SHEET ON WEBSITE (IM-396)

TYPE TR

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SET OF REQUIREMENTS FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE. THE CUSTOMER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CUSTOMER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CUSTOMER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

ORDER #:
TYPE: **RAF**
DRAWN: **2/17/2016**
DATE: **LUM_MPL2**
DWG NO:



TYPE "TR"
Signal Mount



TITLE: ARM, FIXTURE and FITTER
MODEL NO.: 230667106T4V,3DR12520G,4.5"ODX10"LG
MATERIAL: ALUMINUM ALLOY
FINISH: RP99P024 - FRANKLIN GREEN 80% GLOSS
PROJECT: HILLSBORO ROAD PHASE 2 01-19-16
SOLD TO: CITY OF FRANKLIN STANDARDS 2016
SHIP TO: FRANKLIN, TN
P.O. NO: 2111-16-11680-1
REP: SEAN CLARE

QTY: Type TR
Catalog #s: RFD214667
ARM: RBC51/1-CA/RP99P024
STANDARD MATERIAL
FITTER: GWLF200SCACMC
LUMINAIRE: MPL2P30S40KASCMTG3P

Customer Signature & Date:

****CONFIDENTIAL****

The information contained in this drawing is privileged and confidential, and may be protected from disclosure. Please be aware that any use or dissemination of this drawing may be subject to legal restriction or sanction.

△					
△					
△	06/21/16	CORRECTED FIXTURE IN VIEW	MAB	PAGE:	
REV	DATE	REVISION DESCRIPTION	BY	3/ 3	

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 229499

Certificate No. 006203210

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

S. Lyle Bates, Jr., Jerry Eugene Horner, Jr., Jim A. Armstrong, Jerry G. Veazey, Jr., Jason J. Young, Trina Cobb, Linda D. Whittington, Peggy L. Jackson, William E. Howard Jr., Brody Eric Buckley, Angela Bullie, Stephen Wesley Price, Jr., and Amanda Jean Charfauros

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of June, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 5th day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of AUG 08 2016, 20 ____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



Local Government Guidelines Form 8-30
March 1, 2016

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 4**

Project Title/Termini:	Hillsboro Road Widening - Phase II	
Owner:	City of Franklin, Tennessee	PIN: 108409.00
Address:	109 3 rd Avenue South	State Project No.: 94014-3230-04
	Franklin, TN 37064	Federal Project No.: STP-EN-106(22)
Date Prepared:	7/25/2016	Contract No.: 2015-0002
		County: Williamson

Whereas, we Eutaw Construction Company, Inc. with Travelers Casualty and Surety Company of America, as a Surety, entered into a contract with City of Franklin, Tennessee, on March 8th, 2016, for the construction by said Contractor of the above designated contract; and *Whereas*, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

modify the contract documents to include the use of horizontal directional drilling installation of required water line services piping under Hillsboro Road. This will eliminate as many as five (5) open cut road crossings on Hillsboro Road, thereby eliminating extensive lane closures and traffic delays and improve safety for motorists.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by _____ days, ☐ Decrease by _____ days

Original contraction Completion Time: 430 days (Date: 6/21/2017)

Approved Change Orders: 0

Current Change Order: 0

Contract Completion Time with Change Orders: 430 days (Date: 6/21/2017)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
795-05.14	HDD 1.25 IINCH HDPE Casing Pipe-Uncon	LF	0	700	0	\$34.00	\$23,800.00
795-15.26	1-1/2" Steel Casing Pipe Open Cut Method	LF	500	0	-500	\$17.00	\$-8,500.00



Local Government Guidelines Form 8-30
March 1, 2016

Bid Contract Amount: \$11,995,005.13
Current Change Order: \$15,300
Approved Change Orders: \$-9,633.50
Pending Change Orders: \$0
Total Change Orders to Date: \$5,666.50

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 4**

Project Title/Termini:	<u>Hillsboro Road Widening - Phase II</u>		
Owner:	<u>City of Franklin, Tennessee</u>	PIN:	<u>108409.00</u>
Address:	<u>109 3rd Avenue South</u>	State Project No.:	<u>94014-3230-04</u>
	<u>Franklin, TN 37064</u>	Federal Project No.:	<u>STP-EN-106(22)</u>
Date Prepared:	<u>9/14/2016</u>	Contract No.:	<u>2015-0002</u>
		County:	<u>Williamson</u>

Now, Therefore, We, Eutaw Construction Company, Inc., Contractors, and Travelers Casualty and Surety Company of America, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By:  9/19/16
Engineer/CEI Date

**Approved for
Eligibility:**

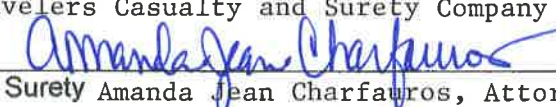
APPROVED

By Denise Baker at 10:06 am, Oct 07, 2016

By: _____
Local Programs Planner Date

Approved By:

By:  _____
Contractor Date

Travelers Casualty and Surety Company of America
By:  _____
Surety Amanda Jean Charfauros, Attorney-In-Fact Date 9-28-2016



Local Government Guidelines Form 8-30
March 1, 2016

By:  09/27/2016
Owner Date

143

Average Unit Prices - 2015 Awarded Contracts

Item Number	Description	Unit of Measure	Region	Average Unit Price	Total Cost	Total Quantity
795-03.08	12IN PVC WATER LINE	L.F.	STATE 4	\$20.20	\$60,923.20	3016.00
795-05.01	HDD 2IN HDPE CARRIER PIPE-UNCON	L.F.	STATE 3	\$24.52	\$77,483.20	3160.00
795-05.02	HDD 4IN HDPE CASING PIPE-UNCON	L.F.	STATE 1	\$61.46	\$333,286.70	5423.00
795-05.05	HDD 10IN HDPE CASING PIPE-UNCON	L.F.	STATE 4	\$16.38	\$17,199.00	1050.00
795-05.14	HDD __IN HDPE CASING PIPE-UNCON	L.F.	STATE 4	\$30.00	\$9,540.00	318.00
795-05.18	HDD 8IN HDPE CASING PIPE-ROCK	L.F.	STATE 4	\$19.55	\$26,739.00	1368.00
795-05.19	HDD 10IN HDPE CASING PIPE-ROCK	L.F.	STATE 2	\$34.00	\$35,530.00	1045.00
795-05.22	HDD 16IN HDPE CASING PIPE-ROCK	L.F.	STATE 2	\$380.45	\$102,721.50	270.00
795-05.60	BORE/JACK 6IN STEEL CASING PIPE-UNCON.	L.F.	STATE 2	\$380.45	\$102,721.50	270.00
795-05.63	BORE/JACK 12IN STEEL CASING PIPE-UNCON.	L.F.	STATE 2	\$50.00	\$10,000.00	200.00
795-05.65	BORE/JACK 16IN STEEL CASING PIPE-UNCON.	L.F.	STATE 3	\$213.20	\$106,600.00	500.00
795-05.66	BORE/JACK 18IN STEEL CASING PIPE-UNCON.	L.F.	STATE 3	\$213.20	\$106,600.00	500.00
795-05.67	BORE/JACK 20IN STEEL CASING PIPE-UNCON.	L.F.	STATE 3	\$293.96	\$44,094.00	150.00
795-05.68	BORE/JACK 24IN STEEL CASING PIPE-UNCON.	L.F.	STATE 1	\$437.47	\$590,584.50	1350.00
795-05.69	BORE/JACK 30IN STEEL CASING PIPE-UNCON.	L.F.	STATE 2	\$257.50	\$30,900.00	120.00
795-05.71	BORE/JACK __IN STEEL CASING PIPE-UNCON	L.F.	STATE 3	\$200.50	\$29,072.50	145.00
795-05.77	BORE/JACK 12IN STEEL CASING PIPE-ROCK.	L.F.	STATE 1	\$226.31	\$59,972.50	265.00
795-05.79	BORE/JACK 16IN STEEL CASING PIPE-ROCK.	L.F.	STATE 2	\$275.19	\$77,053.60	280.00
			STATE 2	\$249.77	\$101,907.00	408.00
			STATE 3	\$212.62	\$565,569.20	2660.00
			STATE 1	\$222.38	\$744,529.80	3348.00
			STATE 2	\$350.90	\$17,545.00	50.00
			STATE 3	\$240.39	\$61,300.00	255.00
			STATE 4	\$270.00	\$112,860.00	418.00
			STATE 2	\$145.00	\$163,125.00	1125.00
			STATE 2	\$192.01	\$354,830.00	1848.00
			STATE 4	\$360.50	\$133,385.00	370.00
			STATE 4	\$160.00	\$12,160.00	76.00
			STATE 3	\$326.33	\$145,545.00	446.00
			STATE 3	\$88,000.00	\$88,000.00	275.00
			STATE 1	\$320.00	\$88,000.00	275.00
			STATE 2	\$443.77	\$31,063.90	70.00
			STATE 3	\$255.00	\$49,725.00	195.00
			STATE 3	\$304.86	\$80,788.90	265.00
			STATE 2	\$500.00	\$115,500.00	231.00
			STATE 2	\$500.00	\$115,500.00	231.00
			STATE 3	\$420.00	\$21,000.00	50.00
			STATE 3	\$442.86	\$66,429.00	150.00
			STATE 2	\$437.15	\$87,429.00	200.00
			STATE 2	\$185.00	\$9,250.00	50.00
			STATE 3	\$321.31	\$714,913.00	2225.00
			STATE 3	\$318.31	\$724,163.00	2275.00
			STATE 3	\$516.73	\$51,673.00	100.00



Local Government Guidelines Form 8-30
March 1, 2016

Supplemental Agreement and/or Request for Construction Change Change Order Request # 5

Project Title/Termini:	Hillsboro Road Widening - Phase II	
Owner:	City of Franklin, Tennessee	PIN: 108409.00
Address:	109 3 rd Avenue South	State Project No.: 94014-3230-04
	Franklin, TN 37064	Federal Project No.: STP-EN-106(22)
Date Prepared:	7/25/2016	Contract No.: 2015-0002
		County: Williamson

Whereas, we Eutaw Construction Company, Inc. with Travelers Casualty and Surety Company of America, as a Surety, entered into a contract with City of Franklin, Tennessee, on March 8th, 2016, for the construction by said Contractor of the above designated contract; and *Whereas*, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

modify the contract documents to include tree trimming, pruning and removal of 9 existing trees at the edge of the proposed right-of-way due to root damage caused during excavation of the proposed water and sewer utilities. Tree removals are requested by the property owners due to concern the root damage will kill the trees and require removal at their expense.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by _____ days, ☐ Decrease by _____ days

Original contraction Completion Time: 430 days (Date: 6/21/2017)

Approved Change Orders: 0

Current Change Order: 0

Contract Completion Time with Change Orders: 430 days (Date: 6/21/2017)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
201-07.01	Removal and Disposal of Brush and Trees	EA	0	9		\$2100.00	\$18,900.00

Bid Contract Amount: \$11,995,005.13



Local Government Guidelines Form 8-30
March 1, 2016

Current Change Order: \$18,900
Approved Change Orders: \$-9,633.50
Pending Change Orders: \$15,300
Total Change Orders to Date: \$24,566.50

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 5**

Project Title/Termini:	<u>Hillsboro Road Widening - Phase II</u>		
Owner:	<u>City of Franklin, Tennessee</u>	PIN:	<u>108409.00</u>
Address:	<u>109 3rd Avenue South</u>	State Project No.:	<u>94014-3230-04</u>
	<u>Franklin, TN 37064</u>	Federal Project No.:	<u>STP-EN-106(22)</u>
Date Prepared:	<u>9/14/2016</u>	Contract No.:	<u>2015-0002</u>
		County:	<u>Williamson</u>

Now, Therefore, We, Eutaw Construction Company, Inc., Contractors, and Travelers Casualty and Surety Company of America, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

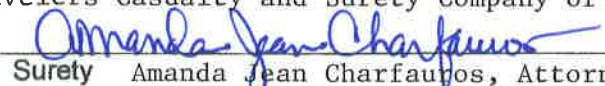
By:  9/19/16
Engineer/CEI Date

Approved for Eligibility:

APPROVED
By Denise Baker at 10:06 am, Oct 07, 2016
By: _____
Local Programs Planner Date

Approved By:

By:  _____
Contractor Date

Travelers Casualty and Surety Company of America
By:  _____
Surety Amanda Jean Charfauros, Attorney-In-Fact Date 9-28-2016

By: _____



Local Government Guidelines Form 8-30
March 1, 2016



Owner

09/27/2016

Date

8/30/2016

Spectrum - Dexter & Chaney, LLC

Franklin Tree Service LLC
5130 Clarksville Hwy
Whites Creek, TN 37189
franklintreeservice@yahoo.com



ESTIMATE

ADDRESS

Eutaw Construction Co. Inc.
P.O. Box 36
Aberdeen, MS 39730

ESTIMATE # 1051

DATE 07/18/2016

ACTIVITY	QTY	RATE	AMOUNT
Sales Removal of (9) large trees located along Hillsboro Road between Wendy's Restaurant located at 601 Hillsboro Road and Franklin High School located at 810 Hillsboro Road, Franklin, TN 37064. (7) stumps to be ground (2) to be removed by Eutaw Construction.	1	14,000.00	14,000.00
Hillsboro Road Project: Phase Two for Franklin Tree			
TOTAL			\$14,000.00

Accepted By

Accepted Date

5004

8/30/2016

Spectrum - Dexter & Chaney, LLC

Purchase Order

Billing Address:

Eutaw Construction Company, Inc.

P.O. Box 36

Aberdeen, MS 39730

Phone: (615) 538-4261

Fax: (615) 236-9853

E-mail: mmcqueen@eutaw.com

File:

TO:

Franklin Tree Service Co.

6130 Clarksville Hwy

White Creek, TN 37189

HILLSBORO ROAD WIDENING PH. 2

Purchase Order No. 18031-07

Order Date 30-Jun-16

Payment Terms net 25th, following month

F.O.B.

JOBSITE

SHIPPED TO:

Eutaw Construction Co., Inc.

1009 Hillsboro Road (approximate)

Franklin, TN 37064

SCANNED

SEG NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
201-001	1	LS	Tree Removal, Stump Grinding Removal and Stump Grinding of 7 Trees	\$ 14,000.00	\$ 14,000.00

PLEASE PROVIDE ELECTRONIC COPY OF MATERIAL SUBMITTALS INCLUDING DOT T-2 FORMS.
ALL IRON AND STEEL MATERIALS TO BE IN ACCORDANCE WITH DOT SPECIAL PROVISION 108A.
ALL MATERIAL TO BE IN COMPLIANCE WITH PLANS & SPECIFICATIONS.
QUANTITIES SHOWN ABOVE ARE NOT ABSOLUTE AND MAY VARY.

NOTE: PURCHASE ORDER NUMBER MUST BE SHOWN ON INVOICE TO RECEIVE PAYMENT.

NOTE: PO CONTINGENT UPON OWNER AND ENGINEER APPROVAL OF SUBMITTALS.

NOTE: BILLING ADDRESS -> P.O. BOX 36, ABERDEEN, MS 39730

DO NOT SHIP WITHOUT PRIOR NOTIFICATION &
APPROVAL OF PROJECT MGR. OR PROJECT SUPT.

PURCHASE ORDER SUBJECT TO TERMS &
CONDITIONS ON REVERSE SIDE.

SUBTOTAL	\$	14,000.00
TAX (9.25%)		130.00
FREIGHT		50.00
TOTAL	\$	14,000.00
(approximate)		

Send Correspondence To:
Matthew K. McQueen
Eutaw Construction Company, Inc.
1224-B Columbia Ave., Suite 200
Franklin, TN 37064
Office: (615) 538-4261

Questions concerning this purchase order?

Chance Morreale
Project Administrator (601) 833-6799 cell

Robert Sheffield
Superintendent (662) 358-1311 cell


ACCEPTED BY (SELLER)

APPROVED BY (BUYER)

7/5/16
DATE
July 6th, 2016
DATE

8/24/2016

Spectrum Document Imaging

Franklin Tree Service LLC
5130 Clarksville Hwy
Whites Creek, TN 37189
franklintreeservice@yahoo.com



INVOICE

In Row

BILL TO
Eutaw Construction Co. Inc.
P.O. Box 38
Aberdeen, MS 39730

INVOICE # 1066
DATE 08/12/2016
DUE DATE 08/12/2018
TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Sales Removal of (9) large trees located along Hillsboro Road between Wendy's Restaurant located at 601 Hillsboro Road and Franklin High School located at 810 Hillsboro Road, Franklin, TN 37084. (7) stumps to be ground (2) to be removed by Eutaw Construction.	1	14,000.00	14,000.00

Hillsboro Road project

BALANCE DUE

\$14,000.00

8/24/2016

Spectrum Document Imaging

Purchase Order

SCANNED

Billing Address:

Eutaw Construction Company, Inc.

P.O. Box 36

Aberdeen, MS 39730

Phone: (615) 538-4281

Fax: (615) 238-8863

E-mail: mtmcqueen@eutaw.us

File:

TO:

Franklin Tree Service Co.

5130 Clarksville Hwy

Whites Creek, TN 37189

HILLSBORO ROAD WIDENING PH 2

Purchase Order No. 16031-10

Order Date 18-Jul-16

Payment Terms net 25th, following month

F.O.B. JOBSITE

SHIPPED TO:

Eutaw Construction Co., Inc.

1008 Hillsboro Road (approximate)

Franklin, TN 37064

SEG NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
201-001	1	LS	Tree Removal, Stump Grinding Removal and Stump Grinding of 9 Trees	\$ 14,000.00	\$ 14,000.00

PLEASE PROVIDE ELECTRONIC COPY OF MATERIAL SUBMITTALS INCLUDING TDOT T-2 FORMS.
ALL IRON AND STEEL MATERIALS TO BE IN ACCORDANCE WITH DOT SPECIAL PROVISION 108A.
ALL MATERIAL TO BE IN COMPLIANCE WITH PLANS & SPECIFICATIONS.
QUANTITIES SHOWN ABOVE ARE NOT ABSOLUTE AND MAY VARY.

NOTE: PURCHASE ORDER NUMBER MUST BE SHOWN ON INVOICE TO RECEIVE PAYMENT.

NOTE: PO CONTINGENT UPON OWNER AND ENGINEER APPROVAL OF SUBMITTALS.

NOTE: BILLING ADDRESS -> P.O. BOX 36, ABERDEEN, MS 39730

DO NOT SHIP WITHOUT PRIOR NOTIFICATION &

APPROVAL OF PROJECT MGR. -OR- PROJECT SUPT.

PURCHASE ORDER SUBJECT TO TERMS &
CONDITIONS ON REVERSE SIDE.

SUBTOTAL	\$	14,000.00
TAX (9.25%)		Incl
FREIGHT		\$0.00
TOTAL	\$	14,000.00
(approximate)		

Send Correspondence To:

Matthew K. McQueen

Eutaw Construction Company, Inc.

1224-B Columbia Ave., Suite 200

Franklin, TN 37064

Office: (615) 538-4281

Questions concerning this purchase order?

Chance Morreale

Project Administrator (901) 833-6789 cell

Robert Sheffield

Superintendent (862) 368-1311 cell

ACCEPTED BY (SELLER)

APPROVED BY (BUYER)

DATE

July 18th, 2016

DATE

8/24/2016

Spectrum Document Imaging

Franklin Tree Service LLC
5130 Clarksville Hwy
Whites Creek, TN 37189
franklintreeservice@yahoo.com



INVOICE

BILL TO
Eutaw Construction Co. Inc.
P.O. Box 88
Aberdeen, MS 39730

INVOICE # 1067
DATE 08/12/2016
DUE DATE 08/12/2016
TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Sales	1	2,000.00	2,000.00
Change order 8/8/16: Removal of one large Magnolia Tree			
Hillsboro Road project			
BALANCE DUE			\$2,000.00

8/30/2016

Spectrum Document Imaging

Franklin Tree Service LLC
5130 Clarksville Hwy
Whites Creek, TN 37189
frankintreeservice@yahoo.com



INVOICE

BILL TO
Eutaw Construction Co. Inc.
P.O. Box 36
Aberdeen, MS 39730

INVOICE # 1069
DATE 08/27/2016
DUE DATE 08/27/2016
TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Sales Removal of (4) additional trees. Ordered 8/15/16 Order number 16031-07	1	8,000.00	8,000.00

Hillsboro Road Improvement

BALANCE DUE

\$8,000.00

Purchase Order

Billing Address:**Eutaw Construction Company, Inc.**

P.O. Box 36
Aberdeen, MS 38730
Phone: (615) 538-4261
Fax: (615) 236-9953
E-mail: mmcqueen@eutaw.us
File:

TO:

Franklin Tree Service Co.
8130 Clarksville Hwy
Whites Creek, TN 37189

HILLSBORO ROAD WIDENING PH. 2

Purchase Order No. 16031-07
Order Date 15-Aug-16
Payment Terms net 25th, following month
F.O.B. JOBSITE

SHIPPED TO:

Eutaw Construction Co., Inc.
1009 Hillsboro Road (approximate)
Franklin, TN 37064

SEG NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
201-001	1	LS	Tree Removal, Stump Grinding Removal of (4) Additional Tree	\$ 8,000.00	\$ 8,000.00

PLEASE PROVIDE ELECTRONIC COPY OF MATERIAL SUBMITTALS INCLUDING TDOT T-2 FORMS
ALL IRON AND STEEL MATERIALS TO BE IN ACCORDANCE WITH DOT SPECIAL PROVISION 106A.
ALL MATERIAL TO BE IN COMPLIANCE WITH PLANS & SPECIFICATIONS.
QUANTITIES SHOWN ABOVE ARE NOT ABSOLUTE AND MAY VARY.

NOTE: PURCHASE ORDER NUMBER MUST BE ON ALL INVOICES. PRESENT PAYMENT
NOTE: NO CONSIGNMENT OF MATERIALS. ALL MATERIALS TO BE SHIPPED TO PROJECT AND
NOTE: BILLING ADDRESS - P.O. BOX 36, ABERDEEN, MS 38730

DO NOT SHIP WITHOUT PRIOR NOTIFICATION &
APPROVAL OF PROJECT MGR. -OR- PROJECT SUPT.

PURCHASE ORDER SUBJECT TO TERMS &
CONDITIONS ON REVERSE SIDE.

Send Correspondence To:

Matthew K. McQueen
Eutaw Construction Company, Inc.
1224-B Columbia Ave., Suite 200
Franklin, TN 37064
Office: (615) 538-4261

Questions concerning this purchase order?

Chance Morreale
Project Administrator (901) 833-6799 cell

Robert Sheffield
Superintendent (662) 369-1311 cell

ACCEPTED BY (SELLER)

DATE

APPROVED BY (BUYER)

DATE

8/30/2016

Spectrum Document Imaging

Franklin Tree Service LLC
5130 Clarksville Hwy
Whites Creek, TN 37188
franklntreeservice@yahoo.com



INVOICE

BILL TO
Eutaw Construction Co. Inc.
P.O. Box 38
Aberdeen, MS 38730

INVOICE # 1070
DATE 08/27/2016
DUE DATE 08/27/2016
TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Sales Trimming of Roots & Limbs for (1) large Maple Tree. Ordered 8/18/16. Order number 16031-07	1	2,000.00	2,000.00

Hillsboro Road Improvement

BALANCE DUE

\$2,000.00

Purchase Order

Billing Address:**Eutaw Construction Company, Inc.**

P.O. Box 36
Aberdeen, MS 39730
Phone: (615) 538-4261
Fax: (615) 236-9953
E-mail: mjmcqueen@eutaw.us
File:

TO:

Franklin Tree Service Co
5150 Clarksville Hwy
Whites Creek, TN 37189

HILLSBORO ROAD WIDENING PH. 2

Purchase Order No. 16031-07
Order Date 18-Aug-16
Payment Terms net 25th, following month

F.O.B. JOBSITE

SHIPPED TO:

Eutaw Construction Co., Inc.
1009 Hillsboro Road (approximate)
Franklin, TN 37064

SEG NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
201-001	1	LS	Tree Removal, Stump Grinding Trimming of Roots & Limbs for (1) Large Maple Tree	\$ 2,000.00	\$ 2,000.00

PLEASE PROVIDE ELECTRONIC COPY OF MATERIAL SUBMITTALS INCLUDING TROT T-2 FORMS
ALL IRON AND STEEL MATERIALS TO BE IN ACCORDANCE WITH DOT SPECIAL PROVISION 105A.
ALL MATERIAL TO BE IN COMPLIANCE WITH PLANS & SPECIFICATIONS.
QUANTITIES SHOWN ABOVE ARE NOT ABSOLUTE AND MAY VARY

NOTE: PURCHASE ORDER FOR MATERIALS MUST BE LIVERED IN 14 DAYS PRIOR TO DELIVERY PAYMENT
FOR ALL CONTINGENT IRON ORDER - AND MUST BE APPROVED BY SUPPLIER
NOTE: BILLING ADDRESS - P.O. BOX 36, ABERDEEN, MS 39730

**DO NOT SHIP WITHOUT PRIOR NOTIFICATION &
APPROVAL OF PROJECT MGR. -OR- PROJECT SUPT.**

**PURCHASE ORDER SUBJECT TO TERMS &
CONDITIONS ON REVERSE SIDE.**

Send Correspondence To:

Matthew K. McQueen
Eutaw Construction Company, Inc.
1224-B Columbia Ave., Suite 200
Franklin, TN 37064
Office: (615) 538-4261

Questions concerning this purchase order?

Chance Morreale
Project Administrator (901) 833-6799 cell

Robert Sheffield
Superintendent (662) 369-1311 cell

ACCEPTED BY (SELLER)

DATE

APPROVED BY (BUYER)

DATE

8/24/2016

Spectrum Document Imaging

Franklin Tree Service LLC
5130 Clarksville Hwy
Whites Creek, TN 37189
franklintreeservice@yahoo.com



INVOICE

BILL TO
Eutaw Construction Co. Inc.
P.O. Box 38
Aberdeen, MS 39730

INVOICE # 1068
DATE 08/12/2016
DUE DATE 08/12/2016
TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Sales Change order: 8/9/16 Removal of (3) additional trees	1	6,000.00	6,000.00
Hillboro Road project	BALANCE DUE		\$6,000.00

Purchase Order

Billing Address:

Eutaw Construction Company, Inc.
P.O. Box 36
Aberdeen, MS 39730
Phone: (615) 636-4261
Fax: (615) 236-9953
E-mail: mmcormack@eutaw.us
File:

HILLSBORO ROAD WIDENING PH. 2

Purchase Order No.	16031-07
Order Date	9-Aug-16
Payment Terms	net 25th, following month
F.O.B.	JOBSITE

TO:

Franklin Tree Service Co.
5130 Clarksville Hwy
Whites Creek, TN 37189

SHIPPED TO:

Eutaw Construction Co., Inc.
1009 Hillsboro Road (approximate)
Franklin, TN 37064

[illegible]

Send Correspondence To:

Matthew K. McQueen
Eutaw Construction Company, Inc.
 1224-B Columbia Ave., Suite 200
 Franklin, TN 37084
 Office: (615) 638-4261

Questions concerning this purchase order?

Chance Morreale
Project Administrator (901) 833-6788 call

Robert Sheffield
Superintendent (662) 369-1311 cell

ACCEPTED BY (SELLER)

DATE _____

APPROVED BY (BUYER)

DATE _____



Supplemental Agreement and/or Request for Construction Change Change Order Request # 6

Project Title/Termini:	Hillsboro Road Widening - Phase II		
Owner:	City of Franklin, Tennessee	PIN:	108409.00
Address:	109 3 rd Avenue South	State Project No.:	94014-3230-04
	Franklin, TN 37064	Federal Project No.:	STP-EN-106(22)
Date Prepared:	7/25/2016	Contract No.:	2015-0002
		County:	Williamson

Whereas, we Eutaw Construction Company, Inc. with Travelers Casualty and Surety Company of America, as a Surety, entered into a contract with City of Franklin, Tennessee, on March 8th, 2016, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Add Item No. 712-07.03 Temporary Barricades (Type III) to the contract documents to be used for traffic control needs on the project. The barricades will be used to provide temporary closures of side roads during utility crossings or used as directed by the project engineer.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by _____ days, ☐ Decrease by _____ days

Original contraction Completion Time: 430 days (Date: 6/21/2017)

Approved Change Orders: 0

Current Change Order: 0

Contract Completion Time with Change Orders: 430 days (Date: 6/21/2017)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
712-07.03	Temporary Barricades (Type III)	LF		200	200	\$25.75	\$5,150.00
						\$	\$
						\$	\$
						\$	\$
						\$	\$

Bid Contract Amount: \$11,995,005.13

Current Change Order: \$5,150.00

Approved Change Orders: \$24,566.50



Local Government Guidelines Form 8-30
March 1, 2010

Pending Change Orders: \$0
Total Change Orders to Date: \$29,716.60

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 0**

Project Title/Termini:	Hillboro Road Widening - Phase II		
Owner:	City of Franklin, Tennessee	PIN:	108409.00
Address:	108 3 rd Avenue South	State Project No.:	9-014-3230-04
	Franklin, TN 37064	Federal Project No.:	STP-EN-106(22)
Date Prepared:	7/25/2016	Contract No.:	2015-0002
		County:	Williamson

Now, Therefore, We, Eutaw Construction Company, Inc., Contractors, and Travelers Casualty and Surety Company of America, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By:  10/12/16
Engineer/CE Date

Approved for
Eligibility:

APPROVED
By Denise Baker at 1:40 pm, Oct 14, 2016
By: _____
Local Programs Planner Date

Approved By:

By:  _____
Contractor Date

By:  _____
Surety Amanda Jean Charfuros, Attorney-In-Fact Date 10-17-2016

By:  _____
Owner Date 11/03/2016

TKM INC.
915 WEAVER BOTTOM ROAD
CELINA, TN 38551

JULY 27, 2016

Temporary Barricades Type III (712-07.03) Additions

Hillsboro Road Widening Phase II Franklin Co Contract No. 2015-0002

Submitted to: Eutaw Construction
1224- B Columbia Ave Suite 200
Franklin, TN 37004

TKM Inc. is to furnish Temporary Barricades Type III (712-07.03) one time and no maintenance for project Hillsboro Road Widening Phase II Contract No. 2015-0002. Price to be paid \$24.50 LF.

ACCEPTED:

TITLE:

RESPECTFULLY SUBMITTED,

TKM INC

BY:

Samuel Keton

TITLE:

President

TENNESSEE PAY ITEM REPORT

Gresham Smith & Partners

Date: 10/13/2016
Time: 09:21:02

Pay Item: 712-07.03 TEMPORARY BARRICADES (TYPE III)

TOTALS	High:	50.00	Wtd. Average:	16.43	Total Quan:	3,766.00	Count:	43
	Low:	10.00	Strt. Average:	17.51	Avg. Quan:	87.58	Median:	15.50
			Std Deviation:	6.47				

Contractor	County	Position	Bid Date	Quantity	Unit	Unit Price	Extension
brown builders inc	sumner	1	10/16/2015	200.00	L.F.	10.10	2,020.00
rogers group, inc.	sumner	2	10/16/2015	200.00	L.F.	15.40	3,080.00
hoover inc	rutherford	1	12/04/2015	160.00	L.F.	10.00	1,600.00
sessions paving company	rutherford	2	12/04/2015	160.00	L.F.	15.00	2,400.00
jones brothers, inc.	rutherford	3	12/04/2015	160.00	L.F.	10.00	1,600.00
mid-state construction co., inc.	marshall	1	12/04/2015	106.00	L.F.	11.77	1,247.62
jamison construction, llc	marshall	2	12/04/2015	106.00	L.F.	20.00	2,120.00
jones brothers, inc.	marshall	3	12/04/2015	106.00	L.F.	13.25	1,404.50
bell & associates construction, lp	bedford	1	12/04/2015	80.00	L.F.	21.70	1,736.00
concrete strategies, llc	bedford	2	12/04/2015	80.00	L.F.	21.50	1,720.00
jones brothers, inc.	bedford	3	12/04/2015	80.00	L.F.	20.00	1,600.00
parchman construction compan	montgomery	1	02/12/2016	48.00	L.F.	15.52	744.96
k. w. lankford excavating	montgomery	2	02/12/2016	48.00	L.F.	15.00	720.00
jones brothers, inc.	montgomery	3	02/12/2016	48.00	L.F.	14.50	696.00
civil constructors, inc.	montgomery	4	02/12/2016	48.00	L.F.	14.50	696.00
eubank asphalt paving and sealing	montgomery	5	02/12/2016	48.00	L.F.	50.00	2,400.00
sessions paving company	montgomery	6	02/12/2016	48.00	L.F.	20.00	960.00
jones bros. contractors, llc	sumner	1	05/13/2016	60.00	L.F.	18.25	1,095.00
rogers group, inc.	sumner	2	05/13/2016	60.00	L.F.	18.91	1,134.60
lojac enterprises, inc.	sumner	3	05/13/2016	60.00	L.F.	23.00	1,380.00
civil constructors, inc.	sumner	4	05/13/2016	60.00	L.F.	19.18	1,150.80
jones brothers, inc.	maury	1	05/13/2016	144.00	L.F.	15.50	2,232.00
dement construction co. llc	maury	2	05/13/2016	144.00	L.F.	15.50	2,232.00
rogers group, inc.	maury	3	05/13/2016	144.00	L.F.	16.09	2,316.96
civil constructors, inc.	maury	4	05/13/2016	144.00	L.F.	16.25	2,340.00
lojac enterprises, inc.	maury	5	05/13/2016	144.00	L.F.	23.00	3,312.00
eutaw construction company	maury	6	05/13/2016	144.00	L.F.	15.50	2,232.00
lincoln paving company llc	lincoln	1	06/24/2016	72.00	L.F.	12.00	864.00
dement construction co. llc	lincoln	2	06/24/2016	72.00	L.F.	14.50	1,044.00
lojac enterprises, inc.	williamson	1	08/19/2016	40.00	L.F.	26.00	1,040.00
jones bros. contractors, llc	williamson	2	08/19/2016	40.00	L.F.	14.00	560.00
civil constructors, inc.	williamson	3	08/19/2016	40.00	L.F.	15.25	610.00
charles deweese construction, inc.	williamson	4	08/19/2016	40.00	L.F.	14.14	565.60
eutaw construction company	williamson	5	08/19/2016	40.00	L.F.	16.50	660.00
dement construction co. llc	williamson	6	08/19/2016	40.00	L.F.	25.00	1,000.00
sessions paving company	marshall	1	08/19/2016	60.00	L.F.	16.00	960.00
stansell elec. co., inc.	marshall	2	08/19/2016	60.00	L.F.	18.91	1,134.60
lojac enterprises, inc.	trousdale	1	08/19/2016	72.00	L.F.	26.00	1,872.00
jones brothers, inc.	trousdale	2	08/19/2016	72.00	L.F.	15.00	1,080.00
eatherly group, inc.	trousdale	3	08/19/2016	72.00	L.F.	14.00	1,008.00
twin k construction inc.	trousdale	4	08/19/2016	72.00	L.F.	14.00	1,008.00
palmtree construction comp	trousdale	5	08/19/2016	72.00	L.F.	15.00	1,080.00
jarrett builders, inc.	trousdale	6	08/19/2016	72.00	L.F.	17.00	1,224.00

Report Settings

Selected Pay Item: 712-07.03 :temporary barricades (type iii)
Include Bidders: All Bids
Sel County/Region: DOT Region 3
Include Lettings: Last 12 Months
Quantity Range: From 10.00 to 300.00 L.F.
Omit High/Low Price: NO
Averages Type: Weighted Average

Supplemental Agreement and/or Request for Construction Change Change Order Request # 7

Project Title/Termini: <u>Hillsboro Road Widening - Phase II</u>		
Owner: <u>City of Franklin, Tennessee</u>		PIN: <u>108409.00</u>
Address: <u>109 3rd Avenue South</u>	State Project No.: <u>94014-3230-04</u>	
<u>Franklin, TN 37064</u>	Federal Project No.: <u>STP-EN-106(22)</u>	
Date Prepared: <u>7/25/2016</u>	Contract No.: <u>2015-0002</u>	
	County: <u>Williamson</u>	

Whereas, we Eutaw Construction Company, Inc. with Travelers Casualty and Surety Company of America, as a Surety, entered into a contract with City of Franklin, Tennessee, on March 8th, 2016, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Add Item No. 104-03.99 Additional Work (4-Inch Core Drill Into Electric Manhole), Unit, to the contract documents. This new electrical item will be used to pay for drill holes installed into the new Middle Tenn Electric Membership Corp (MTEMC) manholes to account for field changes in the electrical conduit placement. This item is added under the electrical pay items similar the current pay item no. 793-14.10 listed under the AT&T utility items for core drilling into AT&T manholes.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by _____ days, ☐ Decrease by _____ days

Original contraction Completion Time: 430 days (Date: 6/21/2017)

Approved Change Orders: 0

Current Change Order: 0

Contract Completion Time with Change Orders: 430 days (Date: 6/21/2017)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
104-03.99	Additional Work (4-Inch Core Drill Into Electric Manhole	UNIT	0	6		\$220.00	\$1320.00

Bid Contract Amount: \$11,995,005.13

Current Change Order: \$1320.00

Approved Change Orders: \$24,566.50



Local Government Guidelines Form 8-30
March 1, 2016

Pending Change Orders: \$5,150.00

Total Change Orders to Date: \$31,036.50

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 7**

Project Title/Territory: Hillsboro Road Widening - Phase II

Owner: City of Franklin, Tennessee

PIN: 108409.00

Address: 109 3rd Avenue South

State Project No. 94014-3230-04

Franklin, TN 37064

Federal Project No. STP-EN-106(22)

Date Prepared: 7/25/2016

Contract No. 2015-0002

County: Williamson

Now, Therefore, We, Eulaw Construction Company, Inc. Contractors, and Travelers Casualty and Surety Company of America, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By: 

Engineer/CEI

10/12/16
Date

Approved for
Eligibility:

APPROVED

By Denise Baker at 7:40 pm, OCT 14, 2016

By: _____

Local Programs Planner

Date

Approved By:

By: 

Contractor

Date

By: 

Surety Amanda Jean Charbonnet, Attorney-In-Fact

Date 10-17-2016

By: 

Owner

11/03/2016

Date

Item Number	Description	Unit of Measure	Region	Average Unit Price	Total Cost	Total Quantity
793-13.17	2 DUCT FORMATION @ 36IN DEPTH	L.F.	3 STATE	\$5.40 \$9.78	\$1,026.00 \$3,960.75	190.00 405.00
793-13.22	3 DUCT FORMATION @ 36IN DEPTH	L.F.	2 STATE	\$20.69 \$20.82	\$724.15 \$1,353.30	35.00 65.00
793-13.27	4 DUCT FORMATION @ 36IN DEPTH	L.F.	1 STATE	\$20.77 \$27.72	\$2,077.45 \$13,028.40	100.00 470.00
793-13.28	4 DUCT FORMATION @ 48IN DEPTH	L.F.	1 STATE	\$36.12 \$37.03	\$17,698.80 \$105,535.50	490.00 2850.00
793-13.51	DUCT FORMATION @ ____IN DEPTH	L.F.	1 STATE	\$64.79 \$28,183.65	\$28,183.65 \$28,183.65	435.00 435.00
793-14.02	CONCRETE ENCASEMENT PER DUCT	L.F.	1 STATE	\$7.88 \$11.50	\$45,940.40 \$1,725.00	5830.00 150.00
793-14.03	MH PRECAST 6-FT W X 12-FT L X 7-FT H	EACH	2 STATE	\$7.97 \$18,934.65	\$47,665.40 \$37,869.30	5980.00 2.00
793-14.05	MH PRECAST 4-FT W X 8-FT L X 6-FT H	EACH	2 STATE	\$18,934.65 \$18,860.00	\$37,869.30 \$150,880.00	2.00 8.00
793-14.06	CAST IN PLACE MANHOLE	C.F.	1 STATE	\$18,860.00 \$96.04	\$150,880.00 \$92,198.40	8.00 960.00
793-14.09	BRIDGE CONDUIT HANGER SYSTEM	LS	2 STATE	\$96.04 \$5,750.00	\$92,198.40 \$5,750.00	960.00 1.00
793-14.10	4IN CORE DRILL INTO MANHOLE	EACH	1 STATE	\$5,750.00 \$219.45	\$5,750.00 \$1,755.60	1.00 8.00
793-14.11	1IN INNERDUCT	L.F.	2 STATE	\$219.45 \$2.01	\$1,755.60 \$5,728.50	8.00 2850.00
793-14.12	1 1/4IN INNERDUCT	L.F.	1 STATE	\$2.01 \$1.58	\$5,728.50 \$1,256.10	2850.00 795.00
793-14.19	4IN SCH 80 ORANGE FLEXPIPE	L.F.	3 STATE	\$1.58 \$3.80	\$1,256.10 \$418.00	795.00 110.00
793-14.21	ROD DUCTS	L.F.	2 STATE	\$3.80 \$1.15	\$418.00 \$3,277.50	110.00 2850.00
793-15.01	TRANSFER CABLE ATTACHMENT	EACH	1 STATE	\$1.15 \$120.20	\$3,277.50 \$1,202.00	2850.00 10.00
793-15.04	TRANSFER DOWN GUY ATTACHMENT	EACH	1 STATE	\$102.18 \$102.18	\$1,202.00 \$102.18	10.00 1.00
793-16.01	MH (RETIRE/REMOVE/GRAVEL BACKFILL)	EACH	1 STATE	\$102.18 \$715.05	\$102.18 \$1,430.10	1.00 2.00
793-16.04	DIRECTIONAL BORE 4IN/FLEX SLEEVE	L.F.	3 STATE	\$715.05 \$31.20	\$1,430.10 \$3,432.00	2.00 110.00
793-16.14	BORE/JACK 12IN CASING - ROCK	L.F.	1 STATE	\$31.20 \$420.00	\$3,432.00 \$92,400.00	110.00 220.00
793-97.01	RESTORE ASPHALT	S.Y.	1 STATE	\$420.00 \$78.75	\$92,400.00 \$8,662.50	220.00 110.00
793-98.01	REMOVE AERIAL CABLE AND WIRE	L.F.	1 STATE	\$78.75 \$1.26	\$8,662.50 \$1,890.00	110.00 1500.00
793-98.04	REMOVE POLES ALL SIZES	EACH	1 STATE	\$1.26 \$86.92	\$1,890.00 \$2,433.85	1500.00 28.00

Supplemental Agreement and/or Request for Construction Change Change Order Request # 8

Project Title/Termini:	Hillsboro Road Widening - Phase II		
Owner:	City of Franklin, Tennessee	PIN:	108409.00
Address:	109 3 rd Avenue South	State Project No.:	94014-3230-04
	Franklin, TN 37064	Federal Project No.:	STP-EN-106(22)
Date Prepared:	10/13/2016	Contract No.:	2015-0002
		County:	Williamson

Whereas, we Eutaw Construction Company, Inc. with Travelers Casualty and Surety Company of America, as a Surety, entered into a contract with City of Franklin, Tennessee, on March 8th, 2016, for the construction by said Contractor of the above designated contract; and *Whereas*, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

add pay item no. 730-12.15, CONDUIT 4" DIAMETER (JACK AND BORE), L.F. to the contract documents to provide a pay item for installing the required utility conduit road crossings by the underground, trenchless jack and bore method rather than open cutting the road. This alternate method will result in a net savings to the contract by eliminating excavation and paving items and will also reduce the contract time and increase traffic safety on the project, since open trenching will not be required.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by ____ days, ☐ Decrease by ____ days

Original contraction Completion Time: 430 days (Date: 6/21/2017)

Approved Change Orders: 0

Current Change Order: 0

Contract Completion Time with Change Orders: 430 days (Date: 6/21/2017)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
730-12.15	CONDUIT 4" DIAMETER (JACK AND BORE)	LF	0.00	112.00	112.00	\$49.30	\$5,521.60
790-42.43	TRENCH TYPE C	LF	985.00	929.00	-56.00	\$41.00	\$-2,296.00
793-13.07	4IN SCHEDULE 40 PVC	LF	21,100.00	20,988.00	-112.00	\$3.80	\$-425.60
204-08.01	BACKFILL MATERIAL (FLOWABLE FILL, INCLUDES 100 C.Y	CY	1,125.00	1,103.22	-21.78	\$110.00	\$-2,395.80



Local Government Guidelines Form 8-30
March 1, 2016

771-30.28	TEMPORARY ASPHALT (COLD MIX, TO BE USED AS DIRECTE	SF	7,500.00	7,332.00	-168.00	\$3.00	\$-504.00
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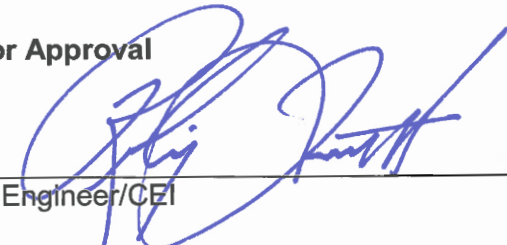
Bid Contract Amount: \$11,995,005.13
Current Change Order: \$-99.80
Approved Change Orders: \$24566.50
Pending Change Orders: \$6470.00
Total Change Orders to Date: \$30,936.70

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 8**

Project Title/Termini: Hillsboro Road Widening - Phase II
Owner: City of Franklin, Tennessee PIN: 108409.00
Address: 109 3rd Avenue South State Project No.: 94014-3230-04
Franklin, TN 37064 Federal Project No.: STP-EN-106(22)
Date Prepared: 10/13/2016 Contract No.: 2015-0002
County: Williamson

Now, Therefore, We, Eutaw Construction Company, Inc., Contractors, and Travelers Casualty and Surety Company of America, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By:  10/31/16
Engineer/CEI Date

Approved for Eligibility:

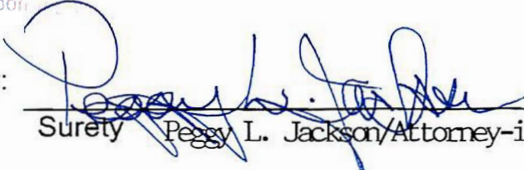
APPROVED
By Denise Baker at 8:20 am, Nov 03, 2016
By: _____ Date
Local Programs Planner

Approved By:

By:  11/07/16
Contractor Date



Local Government Guidelines Form 8-30
March 1, 2016

By:  11/7/2016
Surety Peggy L. Jackson Attorney-in-Fact Date

By: _____
Owner Date

TENNESSEE PAY ITEM REPORT

Gresham Smith & Partners

Date: 11/01/2016
Time: 03:33:33

Pay Item: 730-12.15 CONDUIT 4" DIAMETER (JACK AND BORE)

TOTALS	High:	41.00	Wtd. Average:	20.90	Total Quan:	9,770.00	Count:	9
	Low:	20.00	Strt. Average:	22.67	Avg. Quan:	1,085.56	Median:	20.00
			Std Deviation:	6.89				

<i>Contractor</i>	<i>County</i>	<i>Position</i>	<i>Bid Date</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extension</i>
rogers group, inc.	williamson	1	09/16/2011	1,190.00	L.F.	20.78	24,728.20
the parkes companies, inc	williamson	2	09/16/2011	1,190.00	L.F.	20.16	23,990.40
lojac enterprises, inc.	williamson	3	09/16/2011	1,190.00	L.F.	20.00	23,800.00
highways, inc.	williamson	4	09/16/2011	1,190.00	L.F.	20.00	23,800.00
mountain states contractors, llc	williamson	5	09/16/2011	1,190.00	L.F.	20.00	23,800.00
bell & associates construction, lp	williamson	6	09/16/2011	1,190.00	L.F.	21.05	25,049.50
dement construction co. llc	williamson	7	09/16/2011	1,190.00	L.F.	20.00	23,800.00
eubank asphalt paving and sealing	williamson	8	09/16/2011	1,190.00	L.F.	21.00	24,990.00
summers-taylor, inc.	sullivan	1	02/13/2015	250.00	L.F.	41.00	10,250.00

Report Settings

Selected Pay Item: 730-12.15 :conduit 4" diameter (jack and bore)
Include Bidders: All Bids
Sel County/Region: All Regions / All Counties
Include Lettings: All Lettings
Omit High/Low Price: NO
Averages Type: Weighted Average

SHALL QNT.
2015

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 229499

Certificate No. 006203403

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

S. Lyle Bates, Jr., Jerry Eugene Horner, Jr., Jim A. Armstrong, Jerry G. Veazey, Jr., Jason J. Young, Trina Cobb, Linda D. Whittington, Peggy L. Jackson, William E. Howard Jr., Brody Eric Buckley, Angela Bullie, Stephen Wesley Price, Jr., and Amanda Jean Charfauros

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of June, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 5th day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of NOV 07 2016, 20 ____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



Supplemental Agreement and/or Request for Construction Change Change Order Request # 9

Project Title/Termini:	Hillsboro Road Widening - Phase II		
Owner:	City of Franklin, Tennessee	PIN:	108409.00
Address:	109 3 rd Avenue South	State Project No.:	94014-3230-04
	Franklin, TN 37064	Federal Project No.:	STP-EN-106(22)
Date Prepared:	10/27/2016	Contract No.:	2015-0002
		County:	Williamson

Whereas, we Eutaw Construction Company, Inc. with Travelers Casualty and Surety Company of America, as a Surety, entered into a contract with City of Franklin, Tennessee, on March 8th, 2016, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Add pay items to the contract documents to provide payment for removal of an existing concrete cast-in-place pipe headwall and construction of a new pipe endwall to be installed at the end of the proposed storm drain pipe extension near Mack Hatcher Parkway. These items of work were not included in the original contract. The new headwall is required to be cast-in-place, requiring adding items for headwall concrete, reinforcing steel and structural steel.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by ____ days, ☐ Decrease by 0 days

Original contraction Completion Time: 430 days (Date: 6/21/2017)

Approved Change Orders: 0

Current Change Order: 0

Contract Completion Time with Change Orders: 430 days (Date: 6/21/2017)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
202-01.56	Removal of Structures and Obstructions (Existing 36" pipe headwall)	LS	0	1	1	\$3,815.00	\$3,815.00
611-07.01	Class A Concrete (Pipe Endwalls)	CY	0	3.03	3.03	\$825.00	\$2,499.75
611-07.02	Steel Bar Reinforcement (Pipe Endwalls)	LB	0	261	261	\$2.00	\$522.00



Local Government Guidelines Form 8-30
March 1, 2016

611-07.03	Structural Endwalls)	Steel	(Pipe	LB	0	148	148	\$4.75	\$703.00
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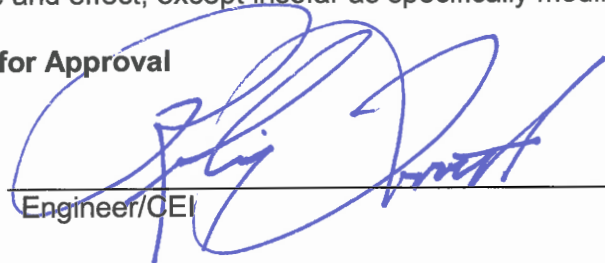
Bid Contract Amount: \$11,995,005.13
Current Change Order: \$7,539.75
Approved Change Orders: \$30,936.70
Pending Change Orders: \$0
Total Change Orders to Date: \$38,476.45

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 9**

Project Title/Termini: Hillsboro Road Widening - Phase II
Owner: City of Franklin, Tennessee PIN: 108409.00
Address: 109 3rd Avenue South State Project No.: 94014-3230-04
Franklin, TN 37064 Federal Project No.: STP-EN-106(22)
Date Prepared: 10/27/2016 Contract No.: 2015-0002
County: Williamson

Now, Therefore, We, Eutaw Construction Company, Inc., Contractors, and Travelers Casualty and Surety Company of America, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for Approval

By:  11/7/16
Engineer/CEI Date

Approved for Eligibility:

APPROVED
By Denise Baker at 2:50 pm, Nov 10, 2016
By: _____ Date
Local Programs Planner

Approved By:

By:  11/10/16
Contractor Date



Local Government Guidelines Form 8-30
March 1, 2016

By: Amanda Jean Charfauros
Surety Amanda Jean Charfauros, Attorney-In-Fact Date 11-10-2016

By: [Signature] 11/11/2016
Owner Date

TENNESSEE PAY ITEM REPORT

Gresham Smith & Partners

Date: 11/01/2016
Time: 04:37:01

Pay Item: 611-07.01 CLASS A CONCRETE (PIPE ENDWALLS)

TOTALS	High:	2,632.00	Wtd. Average:	1,079.33	Total Quan:	152.20	Count:	35
	Low:	595.00	Strt. Average:	1,123.63	Avg. Quan:	4.35	Median:	1,000.00
			Std Deviation:	418.89				

Contractor	County	Position	Bid Date	Quantity	Unit	Unit Price	Extension
charles blalock & sons, inc	putnam	1	12/04/2015	6.00	C.Y.	735.00	4,410.00
rogers group, inc.	putnam	2	12/04/2015	6.00	C.Y.	748.12	4,488.72
jones brothers, inc.	putnam	3	12/04/2015	6.00	C.Y.	1,300.00	7,800.00
lojac enterprises, inc.	putnam	4	12/04/2015	6.00	C.Y.	1,000.00	6,000.00
eubank asphalt paving and sealing	hickman, humphreys	1	12/04/2015	8.00	C.Y.	900.00	7,200.00
parchman construction compan	hickman, humphreys	2	12/04/2015	8.00	C.Y.	1,080.00	8,640.00
rogers group, inc.	giles	1	12/04/2015	2.00	C.Y.	771.14	1,542.28
dement construction co. llc	giles	2	12/04/2015	2.00	C.Y.	1,500.00	3,000.00
jones brothers, inc.	giles	3	12/04/2015	2.00	C.Y.	1,160.00	2,320.00
bell & associates construction, lp	bedford	1	12/04/2015	8.00	C.Y.	1,327.92	10,623.36
concrete strategies, llc	bedford	2	12/04/2015	8.00	C.Y.	1,100.00	8,800.00
jones brothers, inc.	bedford	3	12/04/2015	8.00	C.Y.	1,400.00	11,200.00
jones brothers, inc.	roane	1	04/01/2016	2.00	C.Y.	1,600.00	3,200.00
twin k construction inc.	roane	2	04/01/2016	2.00	C.Y.	950.00	1,900.00
kay & kay contracting, llc	roane	3	04/01/2016	2.00	C.Y.	1,500.00	3,000.00
bell & associates construction, lp	roane	4	04/01/2016	2.00	C.Y.	1,506.76	3,013.52
rogers group, inc.	roane	5	04/01/2016	2.00	C.Y.	1,304.16	2,608.32
charles deweese construction, inc.	sumner	1	04/01/2016	5.30	C.Y.	700.00	3,710.00
lojac enterprises, inc.	sumner	2	04/01/2016	5.30	C.Y.	1,631.85	8,648.81
civil constructors, inc.	sumner	3	04/01/2016	5.30	C.Y.	1,100.00	5,830.00
sessions paving company	sumner	4	04/01/2016	5.30	C.Y.	750.00	3,975.00
dixieland contr inc	shelby	1	04/01/2016	3.00	C.Y.	650.00	1,950.00
ferrell paving, inc.	shelby	2	04/01/2016	3.00	C.Y.	1,800.00	5,400.00
ford construction company	lauderdale	1	05/13/2016	3.00	C.Y.	750.00	2,250.00
lojac enterprises, inc.	davidson	1	06/24/2016	6.00	C.Y.	1,200.00	7,200.00
civil constructors, inc.	davidson	2	06/24/2016	6.00	C.Y.	900.00	5,400.00
lojac enterprises, inc.	trousdale	1	08/19/2016	2.00	C.Y.	900.00	1,800.00
jones brothers, inc.	trousdale	2	08/19/2016	2.00	C.Y.	1,500.00	3,000.00
eatherly group, inc.	trousdale	3	08/19/2016	2.00	C.Y.	595.00	1,190.00
twin k construction inc.	trousdale	4	08/19/2016	2.00	C.Y.	975.00	1,950.00
palmtree construction comp	trousdale	5	08/19/2016	2.00	C.Y.	800.00	1,600.00
jarrett builders, inc.	trousdale	6	08/19/2016	2.00	C.Y.	2,632.00	5,264.00
eubank asphalt paving and sealing	dickson	1	08/26/2016	6.00	C.Y.	750.00	4,500.00
jones bros. contractors, llc	dickson	2	08/26/2016	6.00	C.Y.	750.00	4,500.00
sessions paving company	dickson	3	08/26/2016	6.00	C.Y.	1,060.00	6,360.00

Report Settings

Selected Pay Item: 611-07.01 :class a concrete (pipe endwalls)
Include Bidders: All Bids
Sel County/Region: All Regions / All Counties
Include Lettings: Last 12 Months
Quantity Range: From 0.00 to 10.00 C.Y.
Omit High/Low Price: NO
Averages Type: Weighted Average

TENNESSEE PAY ITEM REPORT

Gresham Smith & Partners

Date: 11/01/2016
Time: 04:37:45

Pay Item: 611-07.02 STEEL BAR REINFORCEMENT (PIPE ENDWALLS)

TOTALS	High:	9.80	Wtd. Average:	2.20	Total Quan:	4,601.00	Count:	30
	Low:	1.00	Strt. Average:	2.28	Avg. Quan:	153.37	Median:	2.00
			Std Deviation:	1.56				

Contractor	County	Position	Bid Date	Quantity	Unit	Unit Price	Extension
charles blalock & sons, inc	putnam	1	12/04/2015	192.00	LBS	2.10	403.20
rogers group, inc.	putnam	2	12/04/2015	192.00	LBS	2.14	410.88
jones brothers, inc.	putnam	3	12/04/2015	192.00	LBS	2.00	384.00
lojac enterprises, inc.	putnam	4	12/04/2015	192.00	LBS	1.75	336.00
greenstar, llc	mcminn	1	12/04/2015	200.00	LBS	2.00	400.00
talley constr co inc	mcminn	2	12/04/2015	200.00	LBS	1.59	318.00
wright brothers construction company, inc.	mcminn	3	12/04/2015	200.00	LBS	2.49	498.00
steve williams construction, llc	mcminn	4	12/04/2015	200.00	LBS	2.50	500.00
rogers group, inc.	giles	1	12/04/2015	112.00	LBS	1.65	184.80
dement construction co. llc	giles	2	12/04/2015	112.00	LBS	1.25	140.00
jones brothers, inc.	giles	3	12/04/2015	112.00	LBS	9.80	1,097.60
jones brothers, inc.	roane	1	04/01/2016	40.00	LBS	2.00	80.00
twin k construction inc.	roane	2	04/01/2016	40.00	LBS	4.00	160.00
kay & kay contracting, llc	roane	3	04/01/2016	40.00	LBS	1.00	40.00
bell & associates construction, lp	roane	4	04/01/2016	40.00	LBS	2.70	108.00
rogers group, inc.	roane	5	04/01/2016	40.00	LBS	1.61	64.40
dixieland contr inc	shelby	1	04/01/2016	80.00	LBS	1.25	100.00
ferrell paving, inc.	shelby	2	04/01/2016	80.00	LBS	3.00	240.00
talley constr co inc	polk	1	04/01/2016	283.00	LBS	1.73	489.59
wright brothers construction company, inc.	polk	2	04/01/2016	283.00	LBS	2.00	566.00
simpson constr. co., inc	polk	3	04/01/2016	283.00	LBS	2.00	566.00
ford construction company	lauderdale	1	05/13/2016	108.00	LBS	1.50	162.00
lojac enterprises, inc.	davidson	1	06/24/2016	198.00	LBS	3.00	594.00
civil constructors, inc.	davidson	2	06/24/2016	198.00	LBS	3.00	594.00
lojac enterprises, inc.	trousdale	1	08/19/2016	164.00	LBS	2.00	328.00
jones brothers, inc.	trousdale	2	08/19/2016	164.00	LBS	1.50	246.00
eatherly group, inc.	trousdale	3	08/19/2016	164.00	LBS	1.00	164.00
twin k construction inc.	trousdale	4	08/19/2016	164.00	LBS	2.00	328.00
palmertree construction comp	trousdale	5	08/19/2016	164.00	LBS	1.55	254.20
jarrett builders, inc.	trousdale	6	08/19/2016	164.00	LBS	2.35	385.40

Report Settings

Selected Pay Item: 611-07.02 :steel bar reinforcement (pipe endwalls)
 Include Bidders: All Bids
 Sel County/Region: All Regions / All Counties
 Include Lettings: Last 12 Months
 Quantity Range: From 0.00 to 300.00 LBS
 Omit High/Low Price: NO
 Averages Type: Weighted Average

TENNESSEE PAY ITEM REPORT

Gresham Smith & Partners

Date: 11/01/2016
Time: 04:38:30

Pay Item: 611-07.03 STRUCTURAL STEEL (PIPE ENDWALLS)

TOTALS	High:	5.50	Wtd. Average:	4.15	Total Quan:	1,614.00	Count:	6
	Low:	2.60	Strt. Average:	4.15	Avg. Quan:	269.00	Median:	4.20
			Std Deviation:	1.25				

<i>Contractor</i>	<i>County</i>	<i>Position</i>	<i>Bid Date</i>	<i>Quantity Unit</i>	<i>Unit Price</i>	<i>Extension</i>
parchman construction compan	montgomery	1	02/12/2016	269.00 LBS	3.35	901.15
k. w. lankford excavating	montgomery	2	02/12/2016	269.00 LBS	2.60	699.40
jones brothers, inc.	montgomery	3	02/12/2016	269.00 LBS	3.15	847.35
civil constructors, inc.	montgomery	4	02/12/2016	269.00 LBS	5.04	1,355.76
eubank asphalt paving and sealing	montgomery	5	02/12/2016	269.00 LBS	5.25	1,412.25
sessions paving company	montgomery	6	02/12/2016	269.00 LBS	5.50	1,479.50

Report Settings

Selected Pay Item: 611-07.03 :structural steel (pipe endwalls)
 Include Bidders: All Bids
 Sel County/Region: All Regions / All Counties
 Include Lettings: Last 12 Months
 Quantity Range: From 0.00 to 300.00 LBS
 Omit High/Low Price: NO
 Averages Type: Weighted Average



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229499

Certificate No. 006203470

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

S. Lyle Bates, Jr., Jerry Eugene Horner, Jr., Jim A. Armstrong, Jerry G. Veazey, Jr., Jason J. Young, Trina Cobb, Linda D. Whittington, Peggy L. Jackson, William E. Howard Jr., Brody Eric Buckley, Angela Bullie, Stephen Wesley Price, Jr., and Amanda Jean Charfauros

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of June, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this 5th day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.




Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of November, 20 16.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



Local Government Guidelines Form 8-30
March 1, 2016

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 10**

Project Title/Termini: Hillsboro Road Widening - Phase II
Owner: City of Franklin, Tennessee PIN: 108409.00
Address: 109 3rd Avenue South State Project No.: 94014-3230-04
Franklin, TN 37064 Federal Project No.: STP-EN-106(22)
Date Prepared: 01/30/17 Contract No.: 2015-0002
County: Williamson

Whereas, we Eutaw Construction Company, Inc. with Travelers Casualty and Surety Company of America, as a Surety, entered into a contract with City of Franklin, Tennessee, on March 8th, 2016, for the construction by said Contractor of the above designated contract; and *Whereas*, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

add pay item nos. 714-03, 730-12.14, 793-16.04, 730-12.13, 730-12.14, 798-04.02, and 798-04.03 to the contract documents to provide payment for underground utility conduits to be installed by JACK AND BORE or DIRECTIONAL BORE methods in lieu of the plans specified open cutting the roadway method. This alternate method will result minimal cost increase to the contract by eliminating excavation and paving items and will also reduce the contract time and increase traffic safety on the project, since open trenching will not be required.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by ____ days, ☐ Decrease by ____ days

Original contraction Completion Time: 430 days (Date: 6/21/2017)

Approved Change Orders: 0

Current Change Order: 5-0 *REF*

Contract Completion Time with Change Orders: 430 days (Date: 6/21/2017)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities (Participating)	Current/ Pending Quantities (Non- Participating)	Revised Quantities (Participating)	Revised Quantities (Non- Participating)	QTY Over + QTY Under -	Contract Price	Net Amount Due Change (Participating)	Net Amount Due Change (Non- Participating)
714-03	Jacked or Bored Conduit (2- inch)	LF	0		820		+820	\$36.00	\$29,520.00	
730-12.14	Conduit 3- inch (Jack and Bore)	LF	0		930		+930	\$45.00	\$41,850.00	
793-16.04	Directional Bore 4IN/Flex Sleeve	LF	0		220		+220	\$49.30	\$10,846.00	
730-12.13	Conduit 2- inch (Jack and Bore)	LF		0		100	+100	\$36.00		\$3600.00



Local Government Guidelines Form 8-30
March 1, 2016

730-12.14	Conduit 3-inch (Jack and Bore)	LF		0		240	+240	\$45.00		\$10,800.00
798-04.02	Directional Bore 2IN/Flex Sleeve	LF	0			580	+580	\$36.00		\$20,880.00
798-04.03	Directional Bore 3IN/Flex Sleeve	LF	0			580	+580	\$45.00		\$26,100.00
204-08.01	Backfill Mat'l (Flowable Fill)	CY	634.22		396.44		-237.78	\$110.00	\$-26,155.80	
204-08.01	Backfill Mat'l (Flowable Fill)	CY		469		291.22	-177.78	\$110.00		\$-19,655.80
714-03.01	Direct Burial Conduit (2"PVC, SCHD 40)	LF	5208		4388		-820	\$3.80	\$-3116.00	
714-03.15	Trench Backfill and In Street	LF	431		0		-431	\$41.00	\$-17,671.00	
714-03.17	Trench Backfill and In Asphalt and Lawn	LF	268		0		-268	\$45.00	\$-12,060.00	
730-12.03	Conduit 3" Dia (PVC)	LF	1920		990		-930	\$11.25	\$-10,462.50	
790-42.08	Direct Burial Conduit 2"PVC, Schedule 40)	LF		25,088		24,408	-680	\$2.60		\$-1,768.00
790-42.09	Direct Burial Conduit 3"PVC, Schedule 40)	LF		21,717		20,897	-820	\$3.40		\$-2,788.00
793-13.07	4" SCHD 40 PVC	LF		20,988		20,768	-220	\$3.80		\$-836.00
771-30.28	Temporary Asphalt (Cold Mix)	SF	4,629		2,829		-1,800	\$3.00	\$-5,400.00	
771-30.28	Temporary Asphalt (Cold Mix)	SF		2703		643	-2,060	\$3.00		\$-6,180.00
790-42.43	Trench Type C	LF		929		129	-800	\$41.00		\$-32,800.00

Bid Contract Amount: \$11,995,005.13
Current Change Order: \$4,802.90
Approved Change Orders: \$38,476.45
Pending Change Orders: \$0
Total Change Orders to Date: \$43,279.35



Local Government Guidelines Form 8-30
March 1, 2016

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 10**

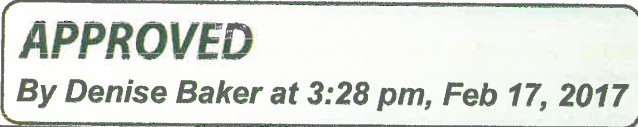
Project Title/Termini: Hillsboro Road Widening - Phase II
Owner: City of Franklin, Tennessee
Address: 109 3rd Avenue South
Franklin, TN 37064
Date Prepared: 01/30/2017
PIN: 108409.00
State Project No.: 94014-3230-04
Federal Project No.: STP-EN-106(22)
Contract No.: 2015-0002
County: Williamson

Now, Therefore, We, Eutaw Construction Company, Inc., Contractors, and Travelers Casualty and Surety Company of America, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

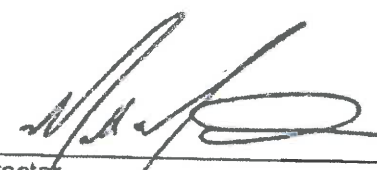
Recommended for Approval

By: 
Engineer/CEI
Date: 1/30/17

Approved for Eligibility:

By: 
Local Programs Planner
Date

Approved By:

By: 
Contractor
Date: 2/21/2017

By: 
Surety Amanda Jean Charfauros, Attorney-In-Fact
Date: 2/21/2017

By: 
Owner
Date: 02/23/2017

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231371

Certificate No. 006983975

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jerry Eugene Horner, Jr., Jim A. Armstrong, Jerry G. Veazey, Jr., Jason J. Young, Trina Cobb, Peggy L. Jackson, William E. Howard Jr., Brody Eric Buckley, Angela Bullie, Stephen Wesley Price, Jr., and Amanda Jean Charfauros

of the City of Jackson State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of September, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 21st day of September, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of February, 2017.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TENNESSEE PAY ITEM REPORT

Gresham Smith & Partners

Date: 02/03/2017
Time: 11:28:55

Pay Item: 714-03 JACKED OR BORED CONDUIT

TOTALS	High:	35.00	Wtd. Average:	22.61	Total Quan:	5,343.00	Count:	13
	Low:	14.00	Strt. Average:	22.73	Avg. Quan:	411.00	Median:	20.00
			Std Deviation:	6.11				

Contractor	County	Position	Bid Date	Quantity	Unit	Unit Price	Extension
civil constructors, inc.	bedford	1	02/14/2014	250.00	L.F.	20.00	5,000.00
highways, inc.	bedford	2	02/14/2014	250.00	L.F.	15.00	3,750.00
davis h. elliot construction company, inc.	davidson	1	04/04/2014	625.00	L.F.	14.00	8,750.00
stansell elec. co., inc.	davidson	2	04/04/2014	625.00	L.F.	30.00	18,750.00
s & w contr. co., inc.	davidson	3	04/04/2014	625.00	L.F.	30.00	18,750.00
stansell elec. co., inc.	wilson	1	02/13/2015	545.00	L.F.	21.00	11,445.00
s & w contr. co., inc.	wilson	2	02/13/2015	545.00	L.F.	20.00	10,900.00
davis h. elliot construction company, inc.	wilson	3	02/13/2015	545.00	L.F.	20.00	10,900.00
kiewit infrastructure south	davidson	1	03/13/2015	120.00	L.F.	35.00	4,200.00
rogers group, inc.	giles	1	12/04/2015	391.00	L.F.	26.44	10,338.04
dement construction co. llc	giles	2	12/04/2015	391.00	L.F.	24.00	9,384.00
jones brothers, inc.	giles	3	12/04/2015	391.00	L.F.	20.10	7,859.10
jones bros. contractors, llc	humphreys	1	12/02/2016	40.00	L.F.	20.00	800.00

Report Settings

Selected Pay Item: 714-03 : Jacked or bored conduit
Include Bidders: All Bids
Sel County/Region: DOT Region 3
Include Lettings: Last 36 Months
Omit High/Low Price: NO
Averages Type: Weighted Average

TENNESSEE PAY ITEM REPORT

Gresham Smith & Partners

Date: 02/03/2017
Time: 11:29:39

Pay Item: 730-12.14 CONDUIT 3" DIAMETER (JACK AND BORE)

TOTALS	High:	37.00	Wtd. Average:	23.44	Total Quan:	2,464.00	Count:	14
	Low:	18.00	Strt. Average:	28.85	Avg. Quan:	176.00	Median:	24.50
			Std Deviation:	7.07				

Contractor	County	Position	Bid Date	Quantity	Unit	Unit Price	Extension
mountain states contractors, llc	willamson	1	05/23/2014	112.00	L.F.	18.00	2,016.00
civil constructors, inc.	willamson	2	05/23/2014	112.00	L.F.	19.75	2,212.00
lojac enterprises, inc.	willamson	3	05/23/2014	112.00	L.F.	19.80	2,217.60
stansell elec. co., inc.	lincoln	1	07/11/2014	175.00	L.F.	25.00	4,375.00
s & w contr. co., inc.	lincoln	2	07/11/2014	175.00	L.F.	30.00	5,250.00
jones brothers, inc.	rutherford	1	03/27/2015	434.00	L.F.	20.00	8,680.00
interstate concrete constr. co.	rutherford	2	03/27/2015	434.00	L.F.	20.00	8,680.00
lojac enterprises, inc.	rutherford	3	03/27/2015	434.00	L.F.	22.00	9,548.00
civil constructors, inc.	robertson	1	08/28/2015	26.00	L.F.	37.00	962.00
lojac enterprises, inc.	robertson	2	08/28/2015	26.00	L.F.	33.80	878.80
jones brothers, inc.	robertson	3	08/28/2015	26.00	L.F.	33.80	878.80
eubank asphalt paving and sealing	robertson	4	08/28/2015	26.00	L.F.	33.80	878.80
sessions paving company	marshall	1	08/19/2016	186.00	L.F.	24.00	4,464.00
stansell elec. co., inc.	marshall	2	08/19/2016	186.00	L.F.	36.10	6,714.60

Report Settings

Selected Pay Item: 730-12.14 :conduit 3" diameter (jack and bore)
Include Bidders: All Bids
Sel County/Region: DOT Region 3
Include Lettings: Last 36 Months
Omit High/Low Price: NO
Averages Type: Weighted Average

TENNESSEE PAY ITEM REPORT

Gresham Smith & Partners

Date: 02/03/2017
Time: 11:30:16

Pay Item: 793-16.04 DIRECTIONAL BORE 4IN/FLEX SLEEVE

TOTALS	High:	38.60	Wtd. Average:	34.40	Total Quan:	1,180.00	Count:	8
	Low:	31.20	Strt. Average:	33.89	Avg. Quan:	147.50	Median:	33.89
			Std Deviation:	2.51				

Contractor	County	Position	Bid Date	Quantity	Unit	Unit Price	Extension
civil constructors, inc.	robertson	1	08/28/2015	185.00	L.F.	38.60	7,141.00
lojac enterprises, inc.	robertson	2	08/28/2015	185.00	L.F.	35.00	6,475.00
jones brothers, inc.	robertson	3	08/28/2015	185.00	L.F.	35.00	6,475.00
eubank asphalt paving and sealing	robertson	4	08/28/2015	185.00	L.F.	35.00	6,475.00
jones bros. contractors, llc	sumner	1	05/13/2016	110.00	L.F.	31.20	3,432.00
rogers group, inc.	sumner	2	05/13/2016	110.00	L.F.	32.32	3,555.20
lojac enterprises, inc.	sumner	3	05/13/2016	110.00	L.F.	31.20	3,432.00
civil constructors, inc.	sumner	4	05/13/2016	110.00	L.F.	32.78	3,605.80

Report Settings
 Selected Pay Item: 793-16.04 :directional bore 4in/flex sleeve
 Include Bidders: All Bids
 Sel County/Region: DOT Region 3
 Include Lettings: Last 36 Months
 Omit High/Low Price: NO
 Averages Type: Weighted Average

TENNESSEE PAY ITEM REPORT

Gresham Smith & Partners

Date: 02/03/2017
Time: 11:34:01

Pay Item: 730-12.13 CONDUIT 2" DIAMETER (JACK AND BORE)

TOTALS	High:	40.00	Wtd. Average:	23.02	Total Quan:	19,423.00	Count:	52
	Low:	15.00	Strt. Average:	23.99	Avg. Quan:	373.52	Median:	23.90
			Std Deviation:	4.58				

Contractor	County	Position	Bid Date	Quantity	Unit	Unit Price	Extension
civil constructors, inc.	bedford	1	02/14/2014	873.00	L.F.	20.00	17,460.00
highways, inc.	bedford	2	02/14/2014	873.00	L.F.	15.00	13,095.00
mountain states contractors, llc	willamson	1	05/23/2014	231.00	L.F.	18.00	4,158.00
civil constructors, inc.	willamson	2	05/23/2014	231.00	L.F.	19.75	4,562.25
lojac enterprises, inc.	willamson	3	05/23/2014	231.00	L.F.	19.80	4,573.80
lojac enterprises, inc.	davidson	1	07/11/2014	535.00	L.F.	22.00	11,770.00
sessions paving company	davidson	2	07/11/2014	535.00	L.F.	20.00	10,700.00
civil constructors, inc.	davidson	3	07/11/2014	535.00	L.F.	21.50	11,502.50
mountain states contractors, llc	davidson	4	07/11/2014	535.00	L.F.	20.00	10,700.00
sessions paving company	sumner	1	06/29/2014	440.00	L.F.	18.00	7,920.00
highways, inc.	sumner	2	08/29/2014	440.00	L.F.	18.00	7,920.00
civil constructors, inc.	sumner	3	08/29/2014	440.00	L.F.	18.00	7,920.00
eatherly group, inc.	sumner	4	08/29/2014	440.00	L.F.	22.00	9,680.00
civil constructors, inc.	sumner	1	10/17/2014	1,115.00	L.F.	24.00	26,760.00
sessions paving company	sumner	2	10/17/2014	1,115.00	L.F.	24.00	26,760.00
bell & associates construction, lp	montgomery	1	10/17/2014	392.00	L.F.	25.46	9,980.32
mountain states contractors, llc	montgomery	2	10/17/2014	392.00	L.F.	24.00	9,408.00
eubank asphalt paving and sealing	montgomery	3	10/17/2014	392.00	L.F.	26.78	10,497.76
brown builders inc	montgomery	4	10/17/2014	392.00	L.F.	30.90	12,112.80
rogers group, inc.	montgomery	5	10/17/2014	392.00	L.F.	26.01	10,195.92
dement construction co. llc	montgomery	6	10/17/2014	392.00	L.F.	24.00	9,408.00
highways, inc.	montgomery	7	10/17/2014	392.00	L.F.	25.20	9,878.40
civil constructors, inc.	montgomery	8	10/17/2014	392.00	L.F.	27.50	10,780.00
eutaw construction company	montgomery	9	10/17/2014	392.00	L.F.	24.00	9,408.00
s & w contr. co., inc.	wilson	1	03/27/2015	185.00	L.F.	20.00	3,700.00
stansell elec. co., inc.	wilson	2	03/27/2015	185.00	L.F.	40.00	7,400.00
davis h. elliot construction company, inc.	wilson	3	03/27/2015	185.00	L.F.	20.00	3,700.00
stansell elec. co., inc.	willamson	1	05/15/2015	620.00	L.F.	23.00	14,260.00
jones brothers, inc.	willamson	2	05/15/2015	620.00	L.F.	24.00	14,880.00
sessions paving company	wilson	1	08/28/2015	407.00	L.F.	21.00	8,547.00
eatherly group, inc.	wilson	2	08/28/2015	407.00	L.F.	24.00	9,768.00
civil constructors, inc.	robertson	1	08/28/2015	200.00	L.F.	32.00	6,400.00
lojac enterprises, inc.	robertson	2	08/28/2015	200.00	L.F.	29.80	5,960.00
jones brothers, inc.	robertson	3	08/28/2015	200.00	L.F.	29.80	5,960.00
eubank asphalt paving and sealing	robertson	4	08/28/2015	200.00	L.F.	29.80	5,960.00
brown builders inc	sumner	1	10/16/2015	298.00	L.F.	23.50	7,003.00
rogers group, inc.	sumner	2	10/16/2015	298.00	L.F.	27.19	8,102.62
rogers group, inc.	giles	1	12/04/2015	391.00	L.F.	26.44	10,338.04
dement construction co. llc	giles	2	12/04/2015	391.00	L.F.	24.00	9,384.00
jones brothers, inc.	giles	3	12/04/2015	391.00	L.F.	20.10	7,859.10
jones bros. contractors, llc	montgomery	1	12/02/2016	350.00	L.F.	22.00	7,700.00
eubank asphalt paving and sealing	montgomery	2	12/02/2016	350.00	L.F.	23.00	8,050.00
morgan inc	montgomery	3	12/02/2016	350.00	L.F.	22.00	7,700.00
eutaw construction company	montgomery	4	12/02/2016	350.00	L.F.	25.50	8,925.00
civil constructors, inc.	montgomery	5	12/02/2016	350.00	L.F.	23.80	8,330.00
lojac enterprises, inc.	robertson	1	12/02/2016	38.00	L.F.	30.50	1,159.00
charles deweese construction, inc.	robertson	2	12/02/2016	38.00	L.F.	29.00	1,102.00
civil constructors, inc.	robertson	3	12/02/2016	38.00	L.F.	33.18	1,260.84
sessions paving company	robertson	4	12/02/2016	38.00	L.F.	22.00	836.00
perchman construction compan	montgomery	1	12/02/2016	82.00	L.F.	24.20	1,984.40
sessions paving company	montgomery	2	12/02/2016	82.00	L.F.	22.00	1,804.00
civil constructors, inc.	montgomery	3	12/02/2016	82.00	L.F.	22.00	1,804.00

TENNESSEE PAY ITEM REPORT

Gresham Smith & Partners

Date: 02/03/2017
Time: 11:34:37

Pay Item: 730-12.14 CONDUIT 3" DIAMETER (JACK AND BORE)

TOTALS	High:	37.00	Wtd. Average:	23.44	Total Quan:	2,464.00	Count:	14
	Low:	18.00	Strt. Average:	26.65	Avg. Quan:	176.00	Median:	24.50
			Std Deviation:	7.07				

Contractor	County	Position	Bid Date	Quantity	Unit	Unit Price	Extension
mountain states contractors, llc	willamson	1	05/23/2014	112.00	L.F.	18.00	2,016.00
civil constructors, inc.	willamson	2	05/23/2014	112.00	L.F.	19.75	2,212.00
lojac enterprises, inc.	willamson	3	05/23/2014	112.00	L.F.	19.80	2,217.60
stansell elec. co., inc.	lincoln	1	07/11/2014	175.00	L.F.	25.00	4,375.00
s & w contr. co., inc.	lincoln	2	07/11/2014	175.00	L.F.	30.00	5,250.00
jones brothers, inc.	rutherford	1	03/27/2015	434.00	L.F.	20.00	8,680.00
interstate concrete constr. co.	rutherford	2	03/27/2015	434.00	L.F.	20.00	8,680.00
lojac enterprises, inc.	rutherford	3	03/27/2015	434.00	L.F.	22.00	9,548.00
civil constructors, inc.	robertson	1	06/28/2015	28.00	L.F.	37.00	962.00
lojac enterprises, inc.	robertson	2	08/28/2015	28.00	L.F.	33.60	878.80
jones brothers, inc.	robertson	3	08/28/2015	28.00	L.F.	33.80	878.80
eubank asphalt paving and sealing	robertson	4	08/28/2015	26.00	L.F.	33.80	878.80
sessions paving company	marshall	1	08/19/2016	186.00	L.F.	24.00	4,464.00
stansell elec. co., inc.	marshall	2	08/19/2016	186.00	L.F.	36.10	6,714.60

Report Settings

Selected Pay Item: 730-12.14 :conduit 3" diameter (jack and bore)
Include Bidders: All Bids
Sel County/Region: DOT Region 3
Include Lettings: Last 36 Months
Omit High/Low Price: NO
Averages Type: Weighted Average



Local Government Guidelines Form 8-30
March 1, 2016

Supplemental Agreement and/or Request for Construction Change Change Order Request # 11

Project Title/Termini:	Hillsboro Road Widening - Phase II	
Owner:	City of Franklin, Tennessee	PIN: 108409.00
Address:	109 3 rd Avenue South	State Project No.: 94014-3230-04
	Franklin, TN 37064	Federal Project No.: STP-EN-106(22)
Date Prepared:	10/27/2016	Contract No.: 2015-0002
		County: Williamson

Whereas, we Eutaw Construction Company, Inc. with Travelers Casualty and Surety Company of America, as a Surety, entered into a contract with City of Franklin, Tennessee, on March 8th, 2016, for the construction by said Contractor of the above designated contract; and *Whereas*, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Add pay items to the contract documents to provide payment for additional erosion control measures needed in the field to prevent sediment from entering a box culvert under construction. The new box culvert extends and eventually attached to an existing culvert that now flows directly to the project stormwater outfall. These items of work were not included in the original contract, and are needed to prevent sediment from entering the outfall.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by ____ days, ☐ Decrease by 0 days

Original contraction Completion Time: 430 days (Date: 6/21/2017)

Approved Change Orders: 0

Current Change Order: 0

Contract Completion Time with Change Orders: 430 days (Date: 6/21/2017)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
209-01.31	Temporary Mulch Filter Berm	CY	0	300	300	\$5.00	\$1,500.00
209-08.07	Rock Check Dam	EA	0	12	12	\$375.00	\$4,500.00
209-08.08	Enhanced Rock Check Dam	EA	0	8	8	\$525.00	\$4,200.00
209-09.01	Sandbags	EA	0	250	250	\$4.40	\$1,100.00

Bid Contract Amount: \$11,995,005.13



Local Government Guidelines Form 8-30
March 1, 2016

Current Change Order: \$11,300.00
Approved Change Orders: \$43,279.35
Pending Change Orders: \$0
Total Change Orders to Date: \$54,579.35

**Supplemental Agreement and/or Request for Construction Change
Change Order Request # 11**

Project Title/Termini:	<u>Hillsboro Road Widening - Phase II</u>		
Owner:	<u>City of Franklin, Tennessee</u>	PIN:	<u>108409.00</u>
Address:	<u>109 3rd Avenue South</u>	State Project No.:	<u>94014-3230-04</u>
	<u>Franklin, TN 37064</u>	Federal Project No.:	<u>STP-EN-106(22)</u>
Date Prepared:	<u>10/27/2016</u>	Contract No.:	<u>2015-0002</u>
		County:	<u>Williamson</u>

Now, Therefore, We, Eutaw Construction Company, Inc., Contractors, and Travelers Casualty and Surety Company of America, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, ~~except insofar~~ as specifically modified by this Supplemental Agreement.

Recommended for Approval

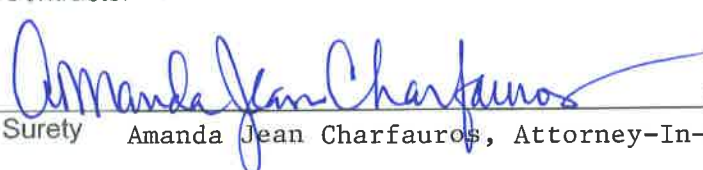
By:  2/20/17
Engineer/CEI Date

Approved for Eligibility:

By: **APPROVED**
By Denise Baker at 3:09 pm, Feb 23, 2017
Local Programs Planner Date

Approved By:

By:  2/25/2017
Contractor Date

By:  2/27/2017
Surety Amanda Jean Charfauros, Attorney-In-Fact Date

By: _____



Local Government Guidelines Form 8-30
March 1, 2016


Owner

02/23/2017
Date

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

231371

Certificate No. 006983979

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jerry Eugene Horner, Jr., Jim A. Armstrong, Jerry G. Veazey, Jr., Jason J. Young, Trina Cobb, Peggy L. Jackson, William E. Howard Jr., Brody Eric Buckley, Angela Bullie, Stephen Wesley Price, Jr., and Amanda Jean Charfauros

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of September, 2016.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 21st day of September, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of February, 20 17.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TENNESSEE PAY ITEM REPORT

Gresham Smith & Partners

Date: 02/21/2017
Time: 10:03:09

Pay Item: 209-01.31 TEMPORARY MULCH FILTER BERM

TOTALS	High:	50.00	Wtd. Average:	27.02	Total Quan:	3,500.00	Count:	7
	Low:	17.30	Strt. Average:	27.02	Avg. Quan:	500.00	Median:	20.00
			Std Deviation:	11.46				

<i>Contractor</i>	<i>County</i>	<i>Position</i>	<i>Bid Date</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extension</i>
twin k construction inc.	macon	1	05/23/2014	500.00	C.Y.	30.00	15,000.00
charles blalock & sons, inc	macon	2	05/23/2014	500.00	C.Y.	24.33	12,165.00
highways, inc.	macon	3	05/23/2014	500.00	C.Y.	30.00	15,000.00
jones brothers, inc.	macon	4	05/23/2014	500.00	C.Y.	50.00	25,000.00
rogers group, inc.	macon	5	05/23/2014	500.00	C.Y.	17.50	8,750.00
civil constructors, inc.	macon	6	05/23/2014	500.00	C.Y.	17.30	8,650.00
lojac enterprises, inc.	macon	7	05/23/2014	500.00	C.Y.	20.00	10,000.00

Report Settings

Selected Pay Item: 209-01.31 :temporary mulch filter berm
Include Bidders: All Bids
Sel County/Region: DOT Region 3
Include Lettings: Last 36 Months
Quantity Range: From 0.00 to 1,000.00 C.Y.
Omit High/Low Price: NO
Averages Type: Weighted Average

TENNESSEE PAY ITEM REPORT

Gresham Smith & Partners

Date: 02/03/2017
Time: 11:55:35

Pay Item: 209-08.07 ROCK CHECK DAM PER

TOTALS	High:	1,000.00	Wtd. Average:	359.14	Total Quan:	321.00	Count:	46
	Low:	150.00	Strt. Average:	396.21	Avg. Quan:	6.98	Median:	348.25
			Std Deviation:	195.08				

Contractor	County	Position	Bid Date	Quantity	Unit	Unit Price	Extension
sessions paving company	cheatham	1	02/13/2015	11.00	EACH	250.00	2,750.00
highways, inc.	cheatham	2	02/13/2015	11.00	EACH	150.00	1,650.00
civil constructors, inc.	cheatham	3	02/13/2015	11.00	EACH	230.00	2,530.00
lojac enterprises, inc.	cheatham	4	02/13/2015	11.00	EACH	150.00	1,650.00
jones brothers, inc.	rutherford	1	03/27/2015	6.00	EACH	200.00	1,200.00
interstate concrete constr. co.	rutherford	2	03/27/2015	6.00	EACH	250.00	1,500.00
lojac enterprises, inc.	rutherford	3	03/27/2015	6.00	EACH	275.00	1,650.00
sessions paving company	wilson	1	08/28/2015	2.00	EACH	300.00	600.00
eatherly group, inc.	wilson	2	08/28/2015	2.00	EACH	650.00	1,300.00
brown builders inc	sumner	1	10/16/2015	12.00	EACH	255.00	3,060.00
rogers group, inc.	sumner	2	10/16/2015	12.00	EACH	275.00	3,300.00
hoover inc	rutherford	1	12/04/2015	2.00	EACH	650.00	1,300.00
sessions paving company	rutherford	2	12/04/2015	2.00	EACH	350.00	700.00
jones brothers, inc.	rutherford	3	12/04/2015	2.00	EACH	400.00	800.00
eubank asphalt paving and sealing	hickman, humphreys	1	12/04/2015	7.00	EACH	850.00	5,950.00
parchman construction compan	hickman, humphreys	2	12/04/2015	7.00	EACH	500.00	3,500.00
parchman construction compan	montgomery	1	02/12/2016	1.00	EACH	600.00	600.00
k. w. lankford excavating	montgomery	2	02/12/2016	1.00	EACH	360.00	360.00
jones brothers, inc.	montgomery	3	02/12/2016	1.00	EACH	350.00	350.00
civil constructors, inc.	montgomery	4	02/12/2016	1.00	EACH	350.00	350.00
eubank asphalt paving and sealing	montgomery	5	02/12/2016	1.00	EACH	1,000.00	1,000.00
sessions paving company	montgomery	6	02/12/2016	1.00	EACH	500.00	500.00
charles deweese construction, inc.	sumner	1	04/01/2016	12.00	EACH	175.00	2,100.00
lojac enterprises, inc.	sumner	2	04/01/2016	12.00	EACH	220.00	2,640.00
civil constructors, inc.	sumner	3	04/01/2016	12.00	EACH	275.00	3,300.00
sessions paving company	sumner	4	04/01/2016	12.00	EACH	400.00	4,800.00
adams contracting, llc	macon	1	06/24/2016	4.00	EACH	250.00	1,000.00
twin k construction inc.	macon	2	06/24/2016	4.00	EACH	300.00	1,200.00
eatherly group, inc.	macon	3	06/24/2016	4.00	EACH	350.00	1,400.00
lojac enterprises, inc.	davidson	1	06/24/2016	14.00	EACH	262.50	3,675.00
civil constructors, inc.	davidson	2	06/24/2016	14.00	EACH	600.00	8,400.00
sessions paving company	rutherford	1	10/07/2016	4.00	EACH	300.00	1,200.00
civil constructors, inc.	rutherford	2	10/07/2016	4.00	EACH	350.00	1,400.00
hoover inc	rutherford	3	10/07/2016	4.00	EACH	650.00	2,600.00
jones bros. contractors, llc	montgomery	1	10/07/2016	6.00	EACH	300.00	1,800.00
civil constructors, inc.	montgomery	2	10/07/2016	6.00	EACH	346.50	2,079.00
sessions paving company	montgomery	3	10/07/2016	6.00	EACH	500.00	3,000.00
civil constructors, inc.	smith	1	12/02/2016	13.00	EACH	425.00	5,525.00
charles blalock & sons, inc	smith	2	12/02/2016	13.00	EACH	508.05	6,604.65
charles deweese construction, inc.	smith	3	12/02/2016	13.00	EACH	225.00	2,925.00
jones brothers, inc.	smith	4	12/02/2016	13.00	EACH	300.00	3,900.00
wright brothers construction	smith	5	12/02/2016	13.00	EACH	870.00	11,310.00
company, inc.							
lojac enterprises, inc.	smith	6	12/02/2016	13.00	EACH	265.50	3,451.50
parchman construction compan	montgomery	1	12/02/2016	3.00	EACH	638.00	1,914.00
sessions paving company	montgomery	2	12/02/2016	3.00	EACH	500.00	1,500.00
civil constructors, inc.	montgomery	3	12/02/2016	3.00	EACH	320.00	960.00

Report Settings

Selected Pay Item: 209-08.07 :rock check dam per
Include Bidders: All Bids
Sel County/Region: DOT Region 3
Include Lettings: Last 24 Months
Quantity Range: From 0.00 to 20.00 EACH
Omit High/Low Price: NO
Averages Type: Weighted Average

TENNESSEE PAY ITEM REPORT

Gresham Smith & Partners

Date: 02/03/2017
Time: 11:56:45

Pay Item: 209-08.08 ENHANCED ROCK CHECK DAM

TOTALS	High:	2,300.00	Wtd. Average:	507.89	Total Quan:	271.00	Count:	55
	Low:	298.91	Strt. Average:	541.08	Avg. Quan:	4.93	Median:	440.00
			Std Deviation:	320.31				

Contractor	County	Position	Bid Date	Quantity	Unit	Unit Price	Extension
sessions paving company	cheatham	1	02/13/2015	2.00	EACH	350.00	700.00
highways, inc.	cheatham	2	02/13/2015	2.00	EACH	400.00	800.00
civil constructors, inc.	cheatham	3	02/13/2015	2.00	EACH	460.00	920.00
lojac enterprises, inc.	cheatham	4	02/13/2015	2.00	EACH	390.00	780.00
kiewit infrastructure south	davidson	1	03/13/2015	3.00	EACH	988.00	2,964.00
civil constructors, inc.	robertson	1	08/28/2015	18.00	EACH	330.00	5,940.00
lojac enterprises, inc.	robertson	2	08/28/2015	18.00	EACH	325.00	5,850.00
jones brothers, inc.	robertson	3	08/28/2015	18.00	EACH	298.91	5,380.38
eubank asphalt paving and sealing	robertson	4	08/28/2015	18.00	EACH	700.00	12,600.00
brown builders inc	sumner	1	10/16/2015	4.00	EACH	355.00	1,420.00
rogers group, inc.	sumner	2	10/16/2015	4.00	EACH	350.00	1,400.00
eubank asphalt paving and sealing	hickman, humphreys	1	12/04/2015	3.00	EACH	1,250.00	3,750.00
parchman construction compan	hickman, humphreys	2	12/04/2015	3.00	EACH	900.00	2,700.00
parchman construction compan	montgomery	1	02/12/2016	3.00	EACH	900.00	2,700.00
k. w. lankford excavating	montgomery	2	02/12/2016	3.00	EACH	464.00	1,392.00
jones brothers, inc.	montgomery	3	02/12/2016	3.00	EACH	450.00	1,350.00
civil constructors, inc.	montgomery	4	02/12/2016	3.00	EACH	450.00	1,350.00
eubank asphalt paving and sealing	montgomery	5	02/12/2016	3.00	EACH	500.00	1,500.00
sessions paving company	montgomery	6	02/12/2016	3.00	EACH	600.00	1,800.00
jones bros. contractors, llc	sumner	1	05/13/2016	10.00	EACH	300.00	3,000.00
rogers group, inc.	sumner	2	05/13/2016	10.00	EACH	388.48	3,884.80
lojac enterprises, inc.	sumner	3	05/13/2016	10.00	EACH	325.00	3,250.00
civil constructors, inc.	sumner	4	05/13/2016	10.00	EACH	315.18	3,151.80
adams contracting, llc	macon	1	06/24/2016	2.00	EACH	400.00	800.00
twin k construction inc.	macon	2	06/24/2016	2.00	EACH	450.00	900.00
eatherly group, inc.	macon	3	06/24/2016	2.00	EACH	450.00	900.00
lojac enterprises, inc.	davidson	1	06/24/2016	3.00	EACH	393.75	1,181.25
civil constructors, inc.	davidson	2	06/24/2016	3.00	EACH	850.00	2,550.00
sessions paving company	rutherford	1	10/07/2016	2.00	EACH	600.00	1,200.00
civil constructors, inc.	rutherford	2	10/07/2016	2.00	EACH	440.00	880.00
hoover inc	rutherford	3	10/07/2016	2.00	EACH	1,000.00	2,000.00
jones bros. contractors, llc	montgomery	1	10/07/2016	8.00	EACH	400.00	3,200.00
civil constructors, inc.	montgomery	2	10/07/2016	8.00	EACH	462.00	3,696.00
sessions paving company	montgomery	3	10/07/2016	8.00	EACH	650.00	5,200.00
hoover inc	sumner	1	12/02/2016	1.00	EACH	400.00	400.00
lojac enterprises, inc.	sumner	2	12/02/2016	1.00	EACH	400.00	400.00
civil constructors, inc.	sumner	3	12/02/2016	1.00	EACH	457.60	457.60
charles deweese construction, inc.	sumner	4	12/02/2016	1.00	EACH	350.00	350.00
jones bros. contractors, llc	sumner	5	12/02/2016	1.00	EACH	400.00	400.00
eatherly group, inc.	sumner	6	12/02/2016	1.00	EACH	480.00	480.00
sessions paving company	sumner	7	12/02/2016	1.00	EACH	500.00	500.00
jarrett builders, inc.	sumner	8	12/02/2016	1.00	EACH	375.00	375.00
lojac enterprises, inc.	robertson	1	12/02/2016	3.00	EACH	350.00	1,050.00
charles deweese construction, inc.	robertson	2	12/02/2016	3.00	EACH	350.00	1,050.00
civil constructors, inc.	robertson	3	12/02/2016	3.00	EACH	400.40	1,201.20
sessions paving company	robertson	4	12/02/2016	3.00	EACH	500.00	1,500.00
civil constructors, inc.	smith	1	12/02/2016	3.00	EACH	750.00	2,250.00
charles blalock & sons, inc	smith	2	12/02/2016	3.00	EACH	785.35	2,356.05
charles deweese construction, inc.	smith	3	12/02/2016	3.00	EACH	315.00	945.00
jones brothers, inc.	smith	4	12/02/2016	3.00	EACH	400.00	1,200.00
wright brothers construction	smith	5	12/02/2016	3.00	EACH	2,300.00	6,900.00
company, inc.							
lojac enterprises, inc.	smith	6	12/02/2016	3.00	EACH	400.00	1,200.00
parchman construction compan	montgomery	1	12/02/2016	12.00	EACH	841.00	10,092.00
sessions paving company	montgomery	2	12/02/2016	12.00	EACH	650.00	7,800.00
civil constructors, inc.	montgomery	3	12/02/2016	12.00	EACH	470.00	5,640.00

TENNESSEE PAY ITEM REPORT

Gresham Smith & Partners

Date: 02/03/2017
Time: 11:56:46

Pay Item: 209-08.08 ENHANCED ROCK CHECK DAM

TOTALS	High:	2,300.00	Wtd. Average:	507.89	Total Quan:	271.00	Count:	55
	Low:	298.91	Strt. Average:	541.08	Avg. Quan:	4.93	Median:	440.00
			Std Deviation:	320.31				

<i>Contractor</i>	<i>County</i>	<i>Position</i>	<i>Bid Date</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extension</i>
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Report Settings

Selected Pay Item: 209-08.08 :enhanced rock check dam
 Include Bidders: All Bids
 Sel County/Region: DOT Region 3
 Include Lettings: Last 24 Months
 Quantity Range: From 0.00 to 20.00 EACH
 Omit High/Low Price: NO
 Averages Type: Weighted Average

TENNESSEE PAY ITEM REPORT

Gresham Smith & Partners

Date: 02/21/2017
Time: 09:59:52

Pay Item: 209-09.01 SANDBAGS

TOTALS	High:	180.00	Wtd. Average:	7.94	Total Quan:	612.00	Count:	5
	Low:	5.00	Strt. Average:	43.66	Avg. Quan:	122.40	Median:	6.30
			Std Deviation:	76.46				

<i>Contractor</i>	<i>County</i>	<i>Position</i>	<i>Bid Date</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extension</i>
dement construction co. llc	lincoln	1	05/15/2015	200.00	BAG	7.00	1,400.00
lincoln paving company llc	lincoln	2	05/15/2015	200.00	BAG	6.30	1,260.00
jones brothers, inc.	lincoln	3	05/15/2015	200.00	BAG	5.00	1,000.00
lojac enterprises, inc.	davidson	1	06/24/2016	6.00	BAG	20.00	120.00
civil constructors, inc.	davidson	2	06/24/2016	6.00	BAG	180.00	1,080.00

Report Settings

Selected Pay Item: 209-09.01 :sandbags
Include Bidders: All Bids
Sel County/Region: DOT Region 3
Include Lettings: Last 24 Months
Quantity Range: From 0.00 to 200.00 BAG
Omit High/Low Price: NO
Averages Type: Weighted Average

Agreement Number: 170049

Project Identification Number: 125454.00

Federal Project Number: N/A

State Project Number: 94002-3196-04

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 the 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:

“Interchange Lighting of I-65 at Goose Creek Bypass”

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.

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.
Environmental Clearance by:	Department	Project
Preliminary Engineering by:	Department	Project
Right-of-Way by:	N/A	N/A
Utility Coordination by:	Department	Project
Construction by:	Department	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) A full time employee of the Agency shall supervise the herein described 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 agrees to complete the herein assigned phases of the Project on or before **N/A**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

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.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

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.

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.

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.

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.

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 its 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.

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 Cost:

- 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.

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.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** 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. 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: _____
Ken Moore
Mayor

Date

By: _____
John C. Schroer
Commissioner

Date

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____
Shauna Billingsley
Attorney

Date

By: _____
John Reinbold
General Counsel

Date

EXHIBIT "A"**AGREEMENT NUMBER: I7005****PROJECT IDENTIFICATION NUMBER: I25454.00****STATE PROJECT NUMBER: 94002-3196-04****PROJECT DESCRIPTION: I-65 AT GOOSE CREEK BYPASS**

PHASE	ACCOMPLISHED BY
PRELIMINARY ENGINEERING	DEPARTMENT
ROW	NO ROW
CONSTRUCTION	DEPARTMENT

TYPE OF WORK: INTERCHANGE LIGHTING

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE	INTERCHANGE LIGHTING	0%	50%	50%	\$53,108.00
CONST	INTERCHANGE LIGHTING	0%	50%	50%	\$531,080.00
CONST CEI	INTERCHANGE LIGHTING	0%	50%	50%	\$58,419.00

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

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.

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **THE TREASURY DEPARTMENT OF THE STATE OF TENNESSEE**, hereinafter referred to as the "Treasury", and _____, Tennessee, hereinafter referred to as the "Local Agency".

WITNESSETH:

WHEREAS, the State of Tennessee, acting through the Department of Transportation, entered into a contract with the _____, hereinafter called "Local Agency", on the _____ day of _____, 20____, relative to providing for implementation of _____;

WHEREAS, said agreement provides that the Local Agency may deposit its pro rata share of the estimated cost of the project with the Treasury for temporary investment as an alternative to furnishing the Department with said share, and the Local Agency has elected to use said alternate; and

WHEREAS, the Local Agency has made application to participate in the Local Government Investment Pool which has been accepted by the Treasury and has deposited its pro rata share of the estimated cost of the project by immediate credit transfer and advised the Treasury thereof and identified the account to which said deposit should be credited.

NOW THEREFORE, in consideration of the premises, the Treasury and the Local Agency agree as follows:

The Local Agency hereby authorizes Treasury to transfer from its Local Government Investment Pool Account (LGIP Account) relative to the above- identified project, to the account of the Department of Transportation, such amounts as said Department may request from time to time by written instructions from its Finance Director, without liability.

The Local Agency understands that no funds in its LGIP account shall be subject to withdrawal until the project is completed and the actual pro rata share of cost is determined. On completion, any surplus will be returned to the Local Agency pursuant to written instructions of said Department with an accounting of transfers made.

The Treasury will credit interest to the account which will be added to the principal and will become part of the surplus, if any, for disposition by said Department at the completion of the project. LGIP account statements will be sent to the Local Agency and said Department monthly. There will be an administrative fee charged to the Local Agency for the LGIP account at the same rate as other LGIP accounts are charged.

It is understood by the parties that the Treasury shall be responsible for the investment of aforesaid sum in accordance with the terms and conditions of the administration of the pool.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officials as of the date above written.

**STATE OF TENNESSEE
TREASURY DEPARTMENT**

By: _____

NAME OF OFFICIAL WHOSE
SIGNATURE APPEARS BELOW

(Type or Print)

TITLE: _____

ADDRESS: _____

TELEPHONE NO: _____

COUNTY OF: _____

SIGNATURE
OF OFFICIAL: _____

INSTRUCTIONS FOR DEPOSITING FUNDS
FOR INVESTMENT IN LOCAL GOVERNMENT INVESTMENT POOL

Enclosed herewith you will find one (1) copy of a contract relative to investing in the Local Government Investment Pool (LGIP) administered by the State Treasury Department. These are for your use in providing evidence that the Local Agency's pro-rata share of funds for the amount set forth in the project agreement relative to the project identified in the contract have been deposited for the use of the Department of Transportation. After completing the information necessary in the body of the contract you will need to have a total of four (4) original copies signed by an authorized official. Due to the sophistication of today's copiers, signatures in ink of a color other than black will clearly mark them as original signatures and prevent possible delays. Mail two (2) copies to, Assistant Director of Investment Department, P. O. Box 198785, Nashville, TN., 37219-8785, and one (1) copy to Jennifer Herstek, Finance Administrator, Tennessee Department of Transportation, 800 James K. Polk Building, Nashville, TN 37243-0329. The remaining copy is to be retained for your file until a fully executed copy is returned by the Treasury Department. Any questions you have should be directed to **Assistant Director of Investment Department at (615) 253-1536**.

Please note that due to the volume of deposits, the Treasury Department will not confirm to TDOT that your deposit has been made more than once a month. To prevent delays in project development, once you have made the deposit, call the person who signed the letter transmitting this document. Give that person the account number to which you have made your deposit, the amount of your deposit and the date on which you submitted it.

LGIP OPERATIONS MANUAL

(February, 2013)

INTRODUCTION

The State Treasurer operates the State Pooled Investment Fund of which the Local Government Investment Pool (LGIP) is a part. The legislation providing for the establishment of the LGIP (Tennessee Code Annotated, Title 9, Chapter 4, Part 7) authorizes investment in the LGIP for local governments and other political subdivisions.

PURPOSE

The LGIP is an investment mechanism authorized by the General Assembly which enables local governments and other political subdivisions of the state to participate with the state in providing maximum opportunities for the investment of public funds. By investing funds along with the state's cash portfolio, a participant can realize the same rate of earnings as that achieved by the Treasurer's investments. This means that cash managers who have previously been limited either by the relatively small amount of funds available for investment or the complexities of today's investment environment can take advantage of the volume and expertise of the State Treasurer's cash management program.

In recent years, it has been increasingly important for government at all levels to make the most of the revenue it collects. The legislature created the LGIP recognizing the role that a sound cash management and investment program can play in the pursuit of this objective.

POTENTIAL USES OF THE LGIP

There is a wide variance in the methods incorporated by local governments for investing their funds, ranging from highly-sophisticated cash management programs to funds being left in non-interest bearing checking accounts. Whatever the case may be, the LGIP should be viewed as an investment option which can be useful in maximizing earnings. The funds are very liquid; there are no minimum amounts or lengths of time for investment with the exception of a 24-hour notice for withdrawals exceeding \$5,000,000.

Counties or municipalities which receive state shared taxes or other state funds may have these funds deposited directly to their LGIP account. Local governments wishing to exercise this option should complete an Authorization Agreement for Automatic Deposits and submit it to the Department of Finance and Administration. A sample of this form and instructions for completing it are included in Appendix C of this manual.

Because of the ease of access to the funds, the LGIP can prove useful to any cash manager regardless of the amount of excess cash available. The funds may be deposited until enough cash is accumulated to purchase another type of security or until market conditions improve to the point where increased earnings are available elsewhere.

INVESTMENT OBJECTIVES

The Treasurer places funds in six different types of investments: Certificates of Deposit, Money Market Demand Deposit Accounts (MMDDAs), U.S. Treasuries, U.S. Agencies, Repurchase Agreements, and Commercial Paper. By using all of these methods, 100% of the cash funds are being invested. Certificates of Deposit and MMDDAs are on deposit in nearly 150 Tennessee

financial institutions. Since the LGIP funds are part of the invested state funds, these deposits will be invested in virtually every locality in Tennessee. Therefore, when you invest in the LGIP you are also continuing to invest in your own community.

Funds are available daily as needed, with the exception of withdrawals in excess of \$5,000,000 which require a one-day notice. Time frames for notification are discussed in the Deposits and Withdrawals sections. Securities are held for the portfolio which can be readily converted to cash to ensure the proper amount of liquidity to the fund.

CUSTODIAN

All securities are held at a third party custodian in the State's name. All certificates of deposit are non-negotiable and are collateralized by securities pledged to the State held by a third party trustee custodian. Securities pledged under a repurchase agreement are held at a third party custodian.

ELIGIBILITY AND ENROLLMENT

Any Tennessee municipality, county, school district, utility district, local government unit, or political subdivision is eligible to enroll in the Local Government Investment Pool. All that is required is for the governing body of the local government to authorize the financial officer charged with custody of the funds to participate in the LGIP. The financial officer so authorized becomes responsible for LGIP transactions.

Once the local government's financial officer becomes authorized to participate in the investment pool, an Application and Agreement to Participate in the State of Tennessee Local Government Investment Pool should be completed and filed with the LGIP. This application provides the information required to establish an account in the LGIP system and identifies the individuals who will transact business with the pool on behalf of the participating governmental unit. The application also serves as acknowledgment that the participant agrees to accept the terms and conditions of LGIP operations as established by the Treasurer in this operations manual. A sample of this form and instructions for completing it are included in Appendix A of this manual. The applicant should allow five working days for the completed application to be processed and an account established.

While more than one account is generally not necessary, some participants may find that more than one account is helpful. If a participant has a need for additional accounts, written notification should be sent to the LGIP office.

After an application has been received and processed, the participant will be advised, by letter, of the LGIP account number. All transactions must reference that account number in order to insure the proper completion of the transaction. The identity of the number should be restricted to authorized personnel.

Should any of the information furnished on the application change, written notice should be given to the LGIP office. The Information Change Form and the Instructions can be found on the LGIP web site. Failure to give prompt notification of changes may result in unnecessary delay in depositing, investing, or withdrawing funds. Any delay can result in lost earnings potential.

After an account is established, it will be valid as long as the participant remains active. Any account which maintains a zero balance for six consecutive months will be placed in inactive status.

DEPOSITS

The LGIP is designed to serve local governments of all sizes; therefore, deposits may be made in any amount.

To make a deposit, the participant will direct their local bank to transfer the specified amount to the State's vendor bank. This may be accomplished either by the local bank directly or through a correspondent bank; however, the local bank should initiate funds transfer transactions. **You must advise your local bank to include an administrative message in the transfer that says "LGIP Deposit", and include the account and participant number.**

All deposits must be made by electronic funds transfer. This method of moving funds is utilized for two reasons. First, the use of these transfers significantly reduces the time required to send and receive a deposit. Second, such transfers eliminate the "float" which results from processing checks. Both of these factors increase the effectiveness and efficiency of your LGIP investment.

An individual transacting business with the pool must notify the LGIP office as soon as possible before making a deposit into an LGIP account. Failure to give prior notice of deposits to the LGIP office may result in the loss of the first day's interest. Notice may be given by sending a completed LGIP Fax instruction Sheet to the LGIP office at 615-741-0755, by calling the LGIP office at 615-532-1163, or by entering the transaction via the Internet. Participants relaying instructions by telephone should be prepared to furnish all necessary account information.

Notice must be made before 11:00 a.m. Central Time on the date funds will be transferred to avoid losing interest for that day. You should determine the proper timing arrangements with your local bank to ensure that they receive timely notice to complete a transfer on the date you specify.

The LGIP office will be notified by the State's vendor bank when the funds are received. Upon this notification, the participant's account will be credited with the deposit. Funds will earn interest on the date of deposit if proper notice is given.

WITHDRAWALS

There are no minimum or maximum dollar limits on the size of withdrawal transactions. A participant may withdraw funds up to the principal balance in its LGIP account. (Accrued interest not yet credited to the account balance is not available for withdrawal.) Prior to transferring funds, the LGIP office will verify that the participant's account can cover the amount of the withdrawal. If not, the participant will be contacted for further instructions.

The procedure for withdrawing funds from the LGIP is similar to the method for depositing, only reverse. The LGIP office will direct the State's vendor bank to transfer funds electronically to the participant's local bank account. The bank accounts specified on the application form are the only accounts to which LGIP will transfer funds. Therefore, it is imperative you keep the LGIP office informed of your current banking relationships.

An individual transacting business with the pool must notify the LGIP office of the amount and the LGIP account from which the withdrawal is being made. Notice may be given by sending a completed LGIP Fax Instruction Sheet to the LGIP office at 615-741-0755, by calling the LGIP office at 615-532-1163, or by entering the transaction via the Internet. Participants relaying instructions by telephone should be prepared to furnish all necessary account information.

In most cases, a withdrawal will be honored the same day it is requested if you notify the LGIP office prior to 11:00 a.m. Central Time. **However, withdrawals of \$5,000,000 or more will be honored the next working day after request.** Participants are encouraged to provide as much

advance notice as possible for withdrawals exceeding \$5,000,000. Funds will not earn interest on the date of withdrawal.

Each participant should arrange with the local bank for any notification needed upon the receipt of the transfer from the State Trust. The local bank may request prior notification of incoming deposits. The participant is responsible for making this notification.

TRANSFERS

Between LGIP accounts - If an entity wishes to transfer funds from its LGIP account to another LGIP account, an individual must notify the LGIP office of the request to transfer. The individual acting for the entity should provide the LGIP account number from which funds will be withdrawn as well as the LGIP account number to which funds will be deposited. Also, provide the name of the entity, the caller's name, the amount of the transfer as well as the date the transfer transaction is to occur. Transfer notification may be made by fax, telephone, or by entering the transaction via the Internet as explained in the sections on Deposits and Withdrawals.

If an LGIP entity wishes to transfer funds to another LGIP entity, only the entity withdrawing funds from its account can initiate the transaction.

YIELD CALCULATIONS

As of January 1, 2002, the net LGIP yield is the net total portfolio yield of the state pooled investment fund (SPIF).

EARNINGS AND FEES

Earnings for LGIP participants are calculated and accrued monthly. Earnings are distributed by multiplying the daily balance of each LGIP account by the total portfolio yield of the State Pooled Investment Fund for the month being calculated, less an administrative charge (currently 5 basis points or .05 %), and dividing the result by 365. Each day's earnings are summed to determine the monthly income to be posted to the LGIP account.

The administrative fees are reviewed periodically to ascertain that the fees are commensurate with the costs associated with managing the fund. Fees are set at a rate which will recover costs only and are not designed as a profit center for the fund managers or the State.

MONTHLY STATEMENTS AND YEAR-END REPORTS

A statement will be produced each month for each participant showing the account transactions and interest earnings. The interest information on the statement will pertain to the current month for which interest is earned. If any errors are noted on the statement, please notify the LGIP office immediately.

The Investment Policy is available on the web (see Visit Us on the Web!). Any participant that does not have access to the web can obtain a hard copy version by notifying the LGIP office by phone or in writing.

Beginning in Fiscal Year 1998, GASB 31 requires certain funds to be reported at current fair value. The State Pooled Investment Fund is considered a 2a-7 like account (SEC designation) and is only required to report at amortized cost. As a participant, you must report your position in the pool to be in compliance. Because the fund is valued at a constant dollar, your position in the fund is

your account balance for any reporting period. Any deviation from a constant dollar will be reported to you for your reporting needs.

PRICING OF SECURITIES AND COLLATERAL

All securities which are held for collateral against funds in state depositories, as well as actively traded securities within the portfolio, are priced regularly. The Treasury Department maintains an investment tracking system which receives pricing from IDS, a nationally recognized pricing service.

ADVISORY BOARD

All Investment Policy objectives and operations of the LGIP are reviewed by the State Funding Board which is comprised of the Governor, Treasurer, Commissioner of F & A, Secretary of State, and the Comptroller.

ARBITRAGE

Please consult with your financial advisor concerning the suitability of the LGIP for deposit of bond proceeds.

VISIT US ON THE WEB!

The LGIP, which is a part of the State Pooled Investment Fund (SPIF), is on the Internet at www.tn.gov/treasury/lqip. Much useful information is available including the most recent version of the Investment Policy of the SPIF as well as detailed portfolio listings (description, CUSIP, yield, maturity, and fair value) which are updated monthly. All information contained on this site is available in hard copy form and can be requested by notifying the LGIP office by phone or by writing. Any comments or suggestions on information provided (or not provided) at this site would be appreciated.

All transaction activity, as well as account inquiries, can be conducted on a secure website. For more information concerning this electronic banking feature, contact the LGIP office.

GENERAL INFORMATION

Participant applications and requests for information or forms should be directed to:

Local Government Investment Pool
Treasury Department
P.O. Box 198785
Nashville, TN 37219-8785
(615) 532-1163

The Treasurer reserves the right to modify these procedures as necessary to ensure the efficient operations of the LGIP. By making application to participate in the pool, the local government agrees to abide by the terms and conditions as established by the Treasurer.

The local government official agrees to immediately notify the LGIP office in the event an overpayment is made to the participant's account. Repayment of any overpayment must be made on the day the error is discovered, if possible, and in no event can it be later than the next business day.

The Treasurer assumes no liability for failure of the participant's local bank to accurately execute transactions. The Treasurer will, however, assume responsibility for correcting errors made by the State in executing LGIP transactions.

The Treasurer nor the State guarantees monies deposited into the LGIP.

LGIP accounts must have a positive balance during a six-month period to remain active. Zero balance accounts will be inactivated after six months of inactivity. There is no maximum dollar limit set for individual LGIP accounts.

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE CURD BRANCH AND WATSON BRANCH
INTERCEPTOR SEWER IMPROVEMENTS PROJECT
COF Contract No. 2014-0033

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

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Curd Branch and Watson Branch interceptor Sewer Improvementss Projects (COF Contract No. 2014-0033), dated the 25 day of February 2014; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of ONE HUNDRED FIFTEEN THOUSAND AND NO / 100 DOLLARS (\$115,000), and

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

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Attachment A dated March 31, 2017, in the amount of FORTY FIVE THOUSAND AND FIVE HUNDRED AND NO/100 DOLLARS (\$45,500.00); and

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their March 31, 2017, letter of proposal (Attachment A) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Attachment A an amount not to exceed FORTY FIVE THOUSAND AND FIVE HUNDRED AND NO/100 DOLLARS (\$45,500.00).

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

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated February 25, 2014 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

Smith Seckman Reid, Inc.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



COF 2014-0033
Attachment A
PG 1 of 2

March 31, 2017

Ms. Michelle Hatcher, P.E.
City of Franklin, Tennessee
Water Management Department
124 Lumber Drive
Franklin, TN 37064

RE: **CITY OF FRANKLIN, TENNESSEE**
Curd & Watson Branch Interceptor Sewer Improvements
Fee Increase – Resident Project Representative Services
SSR No. 13-41-032.0

Dear Ms. Hatcher:

Per the Water Management Department's request, we are pleased to provide Construction Administration and **Resident Project Representative (RPR)** services for the Curd & Watson Branch Interceptor Sewer Improvements. The scope of services shall include the following:

1. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR shall provide full-time representation during the bulk of the project, but may provide representation to a lesser degree during certain portions of the Work.
2. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are specified in the attached Section 00 66 00. These services are estimated at 40 hours per week for a 10.5 week timeline. Another amendment may be necessary if RPR services extend past this schedule. In addition, we are also requesting additional funds for Construction Administration services related to project management when providing RPR services. We are respectfully requesting a fee increase of \$40,000.00 (RPR) + \$5,500.00 (CA) = **\$45,500.00** for the services described above and reimbursables related to RPR services.

We appreciate the opportunity to provide these additional services to the City of Franklin. The total adjusted fee ceiling of \$160,500.00 will not be exceeded without prior approval by the City. If the City is in agreement with the terms of this fee increase, we will execute a formal amendment to our original contract and commence RPR services starting April 3rd. If you have any questions or concerns regarding this request, please do not hesitate to call me at (615)460-0543.

Sincerely,

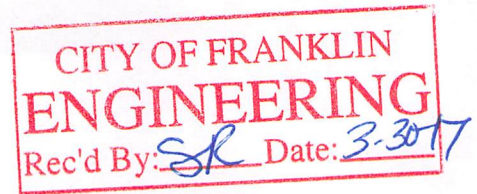
SMITH SECKMAN REID, INC.

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

Paolo M. Fonda, P.E.

Attachments

Cc: Paul Holzen, Mark Hilty – Franklin
JHB, ATJ, File (1)



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE

SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-5314

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

March 24, 2017

The Honorable Ken Moore
Mayor, City of Franklin
109 Third Ave South
Franklin, TN 37064

Re: SR-397 (Mack Hatcher Pkwy West) from S of SR-96 West of Franklin to E of SR-106 (US-431) North of Franklin
Franklin, Williamson County
PIN: 101454.01
Federal Project Number: STP-397(8)/STP/HPP-397(10)
State Project Number: 94092-1224-14
Agreement Number: 070112, Amendment 6

Dear Mayor Moore:

I am attaching an amendment to the original contract. The amendment adds design funds in the amount of \$92,601.00. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return it to me. Once the amendment is fully executed, we will send a copy to you for your records.

If you have any questions or need any additional information, please contact Ms. Maria Hunter at 615-532-3632 or maria.hunter@tn.gov.

Sincerely,

Whitney Sullivan
Transportation Manager

Attachment

Amendment Number: 6

Agreement Number: 070112

Project Identification Number: 101454.01

Federal Project Number: STP-397(8), STP/HPP-397(10)

State Project Number: 94092-1224-14

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of 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:

“SR-397 (Mack Hatcher Parkway West) from South of SR-96 West of Franklin to East of SR-106 (US-431) North of Franklin”

The language of AGREEMENT #070112 dated March 16, 2016 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 6 .

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

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

CITY OF FRANKLIN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ By: _____
Ken Moore **Date** **John C. Schroer** **Date**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ By: _____
Shauna Billingsley **Date** **John Reinbold** **Date**
City Attorney **General Counsel**

EXHIBIT "A" for Amendment 6

AGREEMENT NUMBER: 070112

PROJECT IDENTIFICATION NUMBER: 101454.01

FEDERAL PROJECT NUMBER: STP-397(8)/STP/HPP-397(10)

PROJECT DESCRIPTION: MACK HATCHER PARKWAY WEST, FROM SOUTH OF SR-96 WEST OF FRANKLIN TO EAST OF SR-106 (US-431) NORTH OF FRANKLIN

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

TYPE OF WORK: NEW CONSTRUCTION

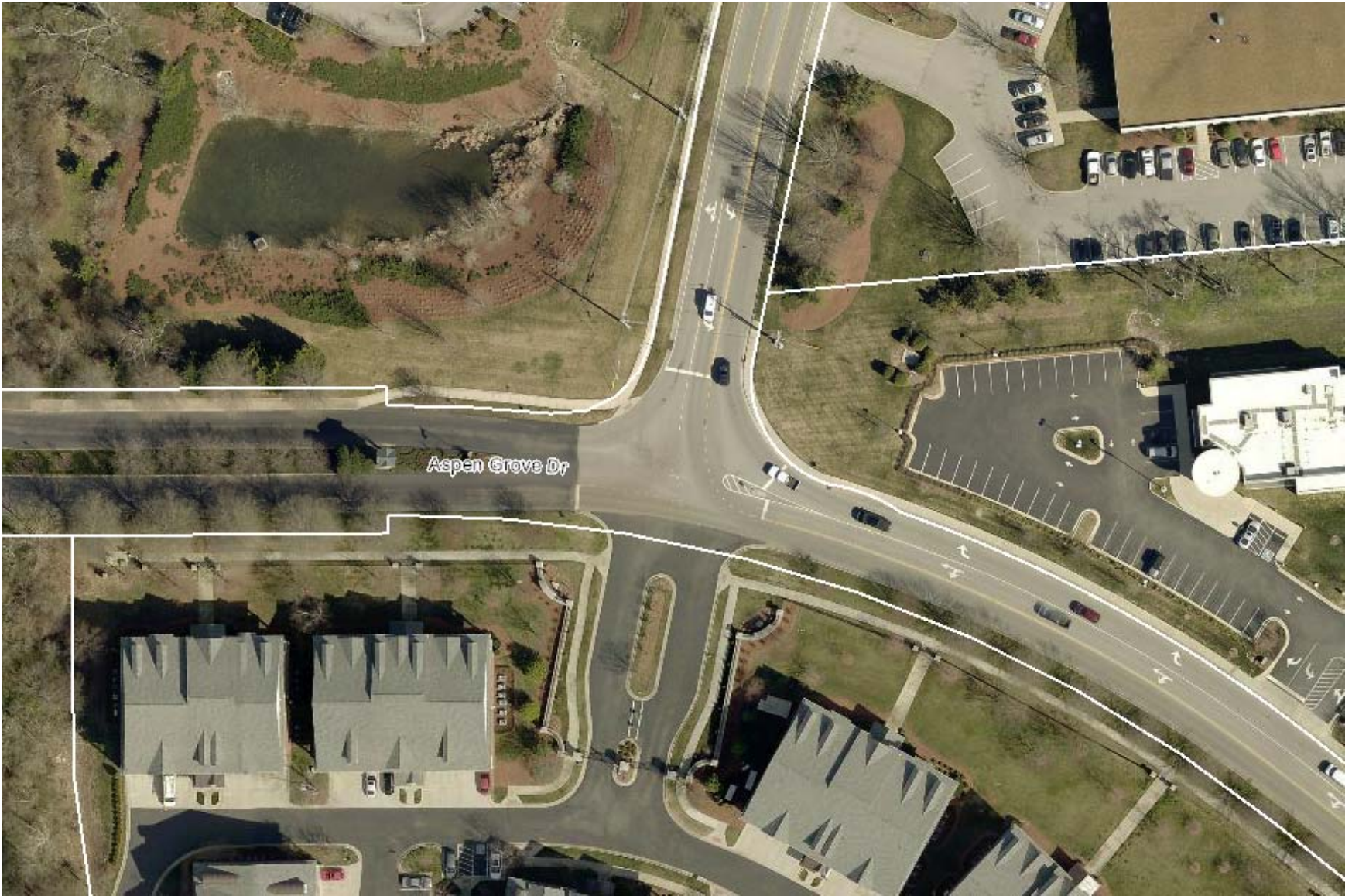
PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
NEPA/SURVEY	STP	80%	20%	0%	\$400,000.00
DESIGN/ROW	LOCAL FUNDS	0%	0%	100%	\$5,000,000.00
DESIGN	STP	80%	20%	0%	\$806,764.00
ROW-	STP	80%	20%	0%	\$9,000,000.00
ROW-	HPP	80%	20%	0%	3,500,000.00

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

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

FUTURE BUDGET REQUEST: The Department shall include a request for funding for the Construction phase of the project into a future budget request to the Legislature. Then the Department shall administer the Construction phase of the Project if such funding request is approved. The Construction phase shall include, but not be limited to, advertisement and award of the construction contract; and providing for the construction engineering, inspection, and contract administration.

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.



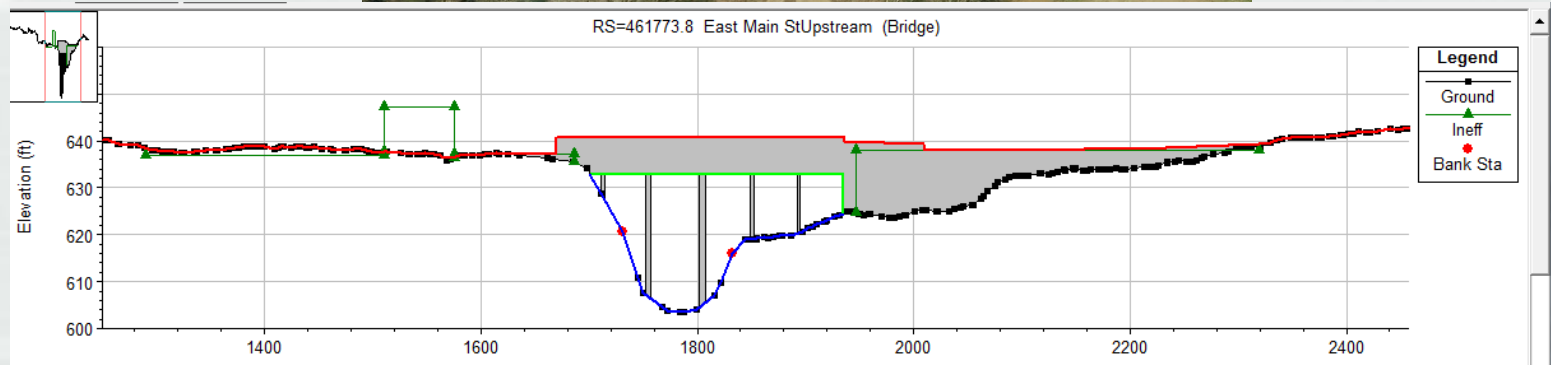


Harpeth River Watershed Feasibility Study Recommended Alternatives for the City of Franklin

August 2016



Franklin Road Bridge Existing Conditions



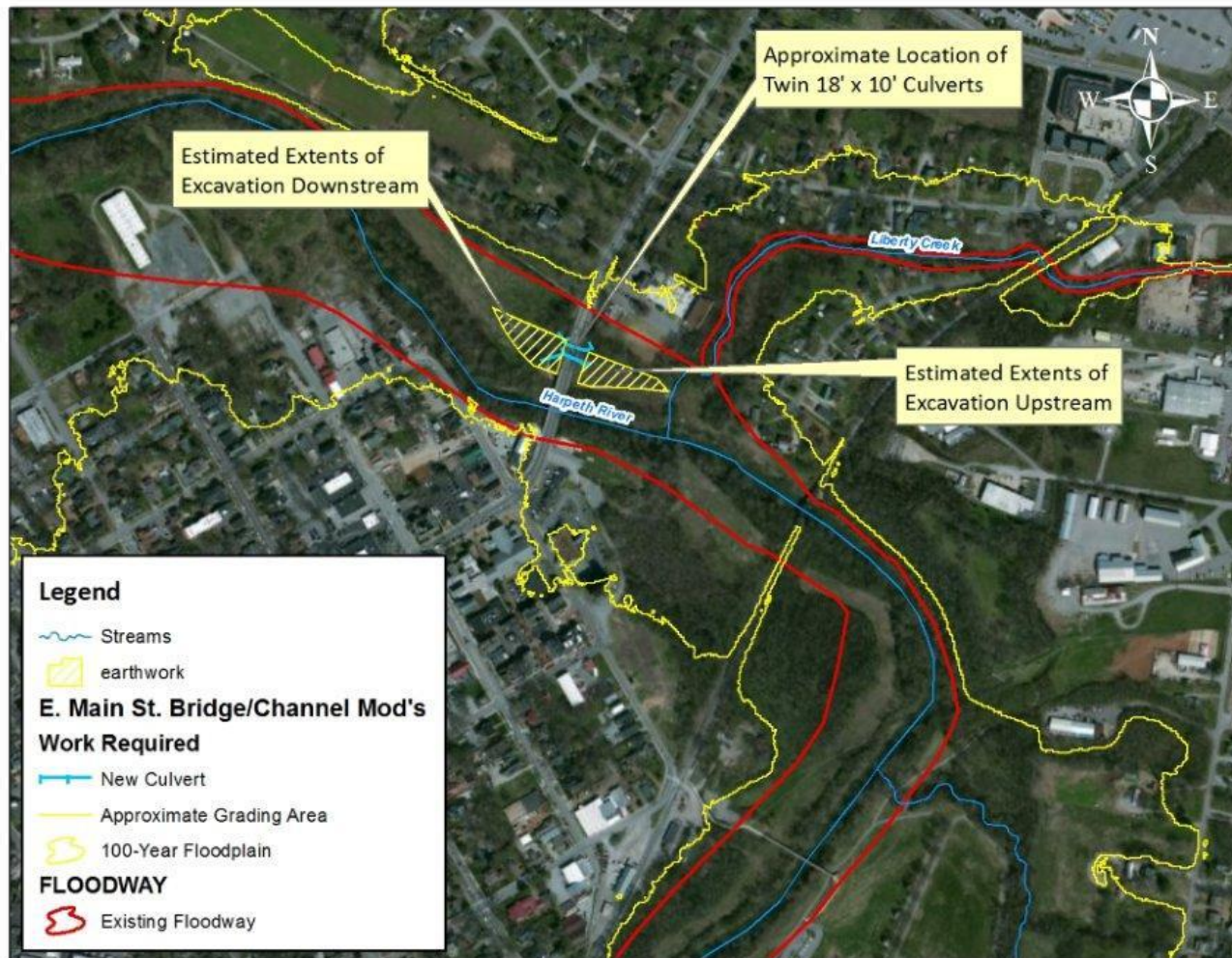
Franklin Road Bridge Channel Modification



- Construction of two 10' x 18' culverts on the right overbank for additional high-flow capacity.
- 52' length
- Excavation needed upstream and downstream of Franklin Road to allow floodwaters to flow through the culverts.



Franklin Road Bridge Channel Modification



Franklin Road Bridge Channel Modification

- Project prevents 30 homes (6 in Reach F-3 and 24 in Reach F-4) from receiving damages at the 100-year return period, plus lowers the flood elevation for numerous other structures.
- Total project cost is **approximately** \$1M. Cost to the City of Franklin is \$350,000.
- Benefit-to-Cost Ratio of 2.97



Franklin Road Bridge Channel Modification

Feet of Flood Reduction with Constructed Project

Location	10-yr	25-yr	100-yr
	Return Period	Return Period	Return Period
Upstream of East Main St Bridge	1.06	1.31	2.06
USGS Gage: Harpeth River at Franklin, TN	0.68	0.93	1.17
Near Carnton Lane	0.59	0.81	1.02
Mack Hatcher Memorial Parkway	0.34	0.47	0.65



Takeaways

- Structural project provides the following benefits:
 - Removes 30 homes from the 100-yr floodplain.
 - Reduces 100-year flood stages by 1-2 feet for much of the City's affected population.
 - Reduces Franklin's overall average annual damages by 16%. Reach F-4's annual damages are reduced by 30%.
- Total Estimated Project Cost of \$1M, Franklin's share is 35% actual cost.
- No environmental impacts anticipated.



TRAFFIC SIGNAL MASTER PLAN

LEGEND

- Freeway/Expressway
- Major Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local
- City Limits
- Franklin UGB
- Existing Signal
- Existing Roundabout
- Future Signal or Roundabout

