



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, April 26, 2018

4:00 PM

Board Room

Approval of Minutes

1. [18-0417](#) Consideration of Approval of Minutes from February 22, 2018
2. [18-0340](#) Battle Ave Project Update and Discussion

Attachments: [BATTLE AVE PRESENTATION 4-2018.pdf](#)
3. [18-0357](#) Consideration of a Professional Services Agreement (COF Contract No. 2018-0062) with Alfred Benesch & Company for the Design of Intersection Improvements at the McEwen Drive Interchange with I-65 in an Amount Not-to-Exceed \$28,365.60 (04/26/18 CIC 3-0)

Sponsors: Engineering
Attachments: [C2018-0062_PSA_Benesch_McEwenI65Improvements_with attachment.Law A](#)
4. [18-0362](#) Discussion regarding the phasing of the approved Franklin Special School District (FSSD) concept master plans.

Sponsors: Lisa Clayton and Paige Cruse
Attachments: [Phase I project Scope of Work Request](#)
[FSSD_Overall Summary Report Final](#)
5. [18-0410](#) Consideration of DRAFT Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2017-0205) with CDM Smith, Inc. for the Robinson Lake Dam - Supplemental Geotechnical Investigation in an Amount Not-to-Exceed \$188,700.00

Sponsors: Lisa Clayton, Paul Holzen and Jonathan Marston
Attachments: [COF 22017-0205 Amendment 1 Robinson Lake - PSA - CDMSmith](#)
[COF 22017-0205 Amendment 1 Robinson Lake - Scope - CDMSmith](#)
6. [18-0360](#) Consideration of a DRAFT Professional Services Agreement (COF Contract No. 2018-0066) with Collier Engineering Co., Inc. for Engineering Services for the Reconstruction of Tennis Courts at Jim Warren Park in an Amount Not-to-Exceed \$74,575.00 (04/26/18 CIC 3-0)

Sponsors: Lisa Clayton, Paul Holzen and Jonathan Marston
Attachments: [C2018-0066_PSA_Collier_JimWarrenTennisCourts](#)
[C2018-0066_PSA_AttachmentA_Collier_JimWarrenTennisCourts](#)

7. [18-0401](#) Consideration of DRAFT Resolution 2018-23, "A Resolution Authorizing Condemnation for the Acquisition of Property for the Henpeck Lane Sanitary Sewer Project". (04/26/18 CIC 3-0)
- Sponsors: Eric Stuckey and Paul Holzen
- Attachments: [Submitted Res 2018-23 Authorizing Condemnation Henpeck Lane Sewer](#)
8. [18-0402](#) Consideration of DRAFT Resolution 2018-30, "A Resolution Authorizing Condemnation for the Acquisition of Property for the Lewisburg Pike Turn Lane Improvements Project". (04/26/18 CIC 3-0)
- Sponsors: Paul Holzen and Jimmy Wiseman
- Attachments: [Submitted Res 2018-30 Authorizing Condemnation Lewisburg Pike](#)
9. [18-0403](#) Consideration of DRAFT Resolution 2018-31, "A Resolution Authorizing Condemnation for the Acquisition of Property for the Franklin Road Improvements Project". (04/26/18 CIC 3-0))
- Sponsors: Paul Holzen
- Attachments: [Res 2018-31 Authorizing Condemnation For the Franklin Road Project](#)
10. [18-0406](#) Consideration of DRAFT Resolution 2018-32, "A Resolution Authorizing Condemnation for the Acquisition of Property for Intersection Improvements Project at East McEwen Drive and Cool Springs Boulevard/Oxford Glen Drive (04/26/18 CIC 3-0)
- Sponsors: Engineering
- Attachments: [Res2018-32 Condemnation McEwenRoundabout](#)
11. [18-0408](#) Consideration of DRAFT Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2014-0160) with Gresham Smith and Partners for Construction Administration, Engineering, and Inspection Services for the Hillsboro Road Improvements Phase 2, Independence Square to Mack Hatcher Parkway, in an Amount Not-to-Exceed \$84,000.00 (04/26/18 CIC 3-0)
- Sponsors: Engineering
- Attachments: [DRAFT COF2014-0160 Hillsboro Rd GS&P PSA Amendment 1](#)
 [COF2014-0160 Hillsboro Rd GS&P PSA Amend 1 AttachmentA](#)
12. [18-0409](#) Consideration of DRAFT Resolution 2018-33, "A Resolution Authorizing Condemnation for the Acquisition of Property for the SR96 West Trail Project (Vera Valley Road to 5th Ave North)". (04/26/18 CIC 3-0)
- Sponsors: Engineering
- Attachments: [Submitted - Res 2018-33 Condemnation for SR96 West Trail Project](#)

13. [18-0396](#) Consideration of Amendment #2 to the Professional Services Agreement (COF Contract No. 2011-0076) with Smith Seckman Reid for the Mack Hatcher Parkway Water and Sanitary Sewer Relocation Project in the amount of \$7,850.00 (4/26/18 CIC 2-0, 1 Recusal)

Sponsors: Paul Holzen

Attachments: [2011-0076 Amendment 2 SSR with attachment.Law Approved](#)

14. [18-0397](#) Consideration of Amendment #4 to the Professional Services Agreement (COF Contract No. 2014-0177) with Hethcoat and Davis for Goose Creek Sanitary Sewer Extension Project from West of I65 to East of I65 in the amount of \$5,500.00 (4/26/18 CIC 2-0, 1 Recusal)

Sponsors: Michelle Hatcher

Attachments: [COF 2014-0177 PSA Amendment 4 with attachment.Law Approved](#)

15. [18-0407](#) Consideration of Change Order No. 3 to the Construction Contract (COF Contract No. 2015-0062) with Judy Construction Company for the Water Treatment Plant Modifications Project for a Total Time Extension of 78 calendar days. (4/26/18 CIC 2-0, 1 Recusal)

Sponsors: Michelle Hatcher

Attachments: [2015-0062 Change Order no 3 Judy](#)
[180307ATJ_LTR_CO003_Time Extension Franklin WTP_draft](#)

16. [18-0356](#) Capital Projects Status Report

Sponsors: Engineering

Attachments: [CapitalProjects_StatusReport_April2018](#)

17. [18-0398](#) Water and Sewer Projects Status Report

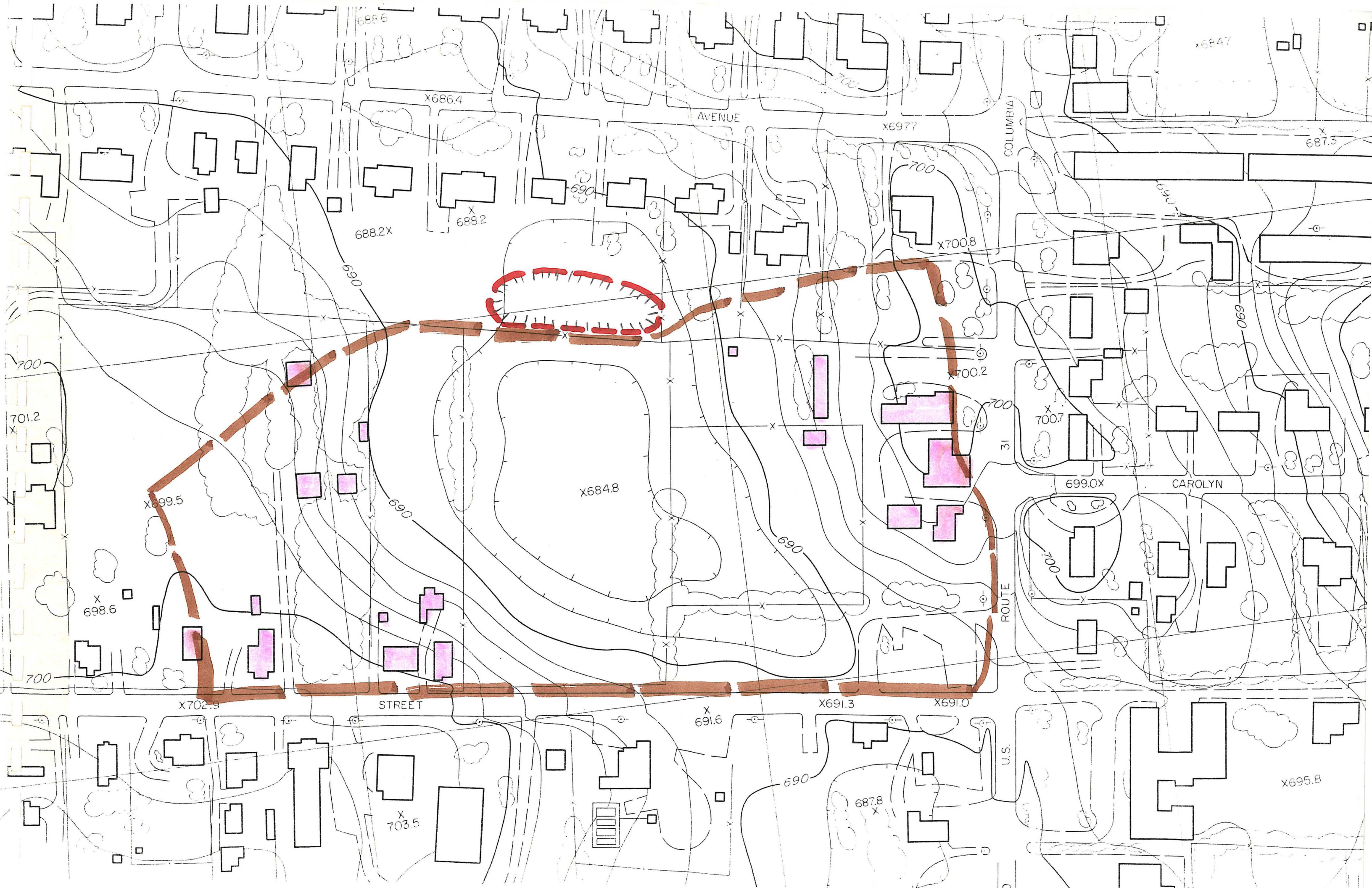
18. [18-0418](#) Transportation, Stormwater, and Parks Capital Projects Status Update

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.



BATTLE AVE DRAINAGE MAP 1994



BATTLE AVE DRAINAGE MAP 2018



BATTLE AVE PROJECT 1
\$50,000 - DESIGN/SURVEY
\$50,000 - RIGHT OF WAY
\$1,500,000 - CONSTRUCTION
\$1,600,000 - TOTAL PROJECT COST



BATTLE AVE PROJECT 2A
\$50,000 - DESIGN/SURVEY
\$1,463,280 - RIGHT OF WAY
\$1,500,000 - CONSTRUCTION
\$3,013,280 - TOTAL PROJECT COST



BATTLE AVE PROJECT 2B
\$50,000 - DESIGN/SURVEY
\$1,250,000 - RIGHT OF WAY
\$700,000 - CONSTRUCTION
\$2,000,000 - TOTAL PROJECT COST



**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2018-0062**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **ALFRED BENESCH & COMPANY** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide survey, engineering, and related technical services in connection with City's project, hereinafter referenced as Project. The Project is described as follows:

Design of Intersection Improvements at the McEwen Drive Interchange with I-65

1. SCOPE OF SERVICES. Consultant shall provide survey, engineering, and related technical services for the Project in accordance with the Scope of Services ("Services") as found in Attachment A, which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule, as contained in Attachment A, in the Not-to-Exceed Amount **Twenty-Eight Thousand Three Hundred Sixty-Five and 60/100 Dollars (\$28,365.60)**.

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

- 3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

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

- 4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:
- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
 - (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
 - (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;

- (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

- 7.1.1 USE OF DATA SYSTEMS: Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
 - 7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer

hardware differing from that as required of, and used by, Consultant at the beginning of this Project.

- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 TRAVEL; EXPENSES
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this

Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney



Alfred Benesch & Company
8 Cadillac Drive, Suite 250
Brentwood, Tennessee 37027
www.benesch.com
P 615-370-6079
F 615-627-4066

March 27, 2018

Mr. Jonathan Marston, PE
City of Franklin
109 Third Avenue South, Suite 142
Franklin, TN 37064

RE: Scope and Man-day Estimate to Provide Engineering Services
McEwen Drive WB ramp to I-65 Southbound
Franklin, TN

Dear Mr. Marston:

As requested we have completed a scope and man-day estimate to provide professional engineering services for the above named project, we appreciate the opportunity to submit information. Our understanding is that the City would like to make the westbound McEwen Drive left turn onto I-65 southbound into a double left turn lane. East of I-65 the second lane is constructed but striped out. The primary concern is reconfiguration of the ramp lanes to accept the double left and create a yield condition for the eastbound McEwen on ramp to I-65. It is anticipated that the plans will be developed to address any reconfiguration or super elevation issues with the ramps and modifications to the turn lane striping and signal modifications. The scope of work is detailed as follows:

1. Survey Services – Field Work - (HMB Professional Engineers, Inc. (formerly Adams and Company Survey))
 - a. Provide field survey as listed below for McEwen Drive left turn lanes to southbound I-65 ramp gore area, including the eastbound to southbound ramp where ramp taper ends from McEwen Drive. No property line data will be collected except the field location of the ROW fence along the southbound I-65 ramps from McEwen Dr.
 - b. Set control in State Plane Coordinate System.
 - c. Research utilities and show all utilities marked in the field along and between the southbound ramps.
 - d. Locate stop bar, longitudinal stripes and turn arrows east of I-65 on McEwen Dr.
 - e. Detailed pavement breaks every 25' where the two southbound ramps merge together.
 - f. Detailed pavement breaks every 50' through the remainder of the concrete ramp.
 - g. Survey will be provided in the State Plane Coordinate System.
 - h. Electronic data for the Topographic Survey will be provided in ASCII and Microstation/Geopak formats.
 - i. HMB will not be responsible for contacting property owners.
2. Roadway Design
 - a. Process survey based on files provided by HMB
 - b. Review original design plans and develop super elevation layout to meet TDOT/AASHTO guidelines assuming all new construction
 - c. Develop layout and cross sections to compare survey as built to assumed new construction.
 - d. Develop up to 2 additional layouts to merge the existing conditions with assumed new construction.



Mr. Marston
Page | 2

- e. Review traffic provided by City of Franklin and perform analysis of WB Ramp yield condition
- f. Coordinate with the City of Franklin and TDOT to gain approval.
- g. Develop design plans package based on approved plan. Based on the assumption that some construction work will need to take place on the ramps the estimate for design plans is based on the following sheets begin developed:
 - i. Cover page, standard drawings, estimated quantities, general notes, typical section
 - ii. Existing, proposed and profile layout for the ramp location
 - iii. Pavement striping plan for double left turn lanes plus modifications to ramp striping
 - iv. Signing plan
 - v. Detailed grading plan for modifications to ramp
 - vi. Signal modification plan for adding a second signal head in series with the existing signal head.
 - vii. Traffic control plan
 - viii. Erosion control plan
 - ix. Cross sections
- h. Assist the City through the bid phase

For clarification and information the following services are specifically not included as part of the SCOPE OF SERVICES as previously described but can be added via a revised scope if deemed necessary by the City: Transportation Planning Report (TPR), traffic counts or analysis, utility design or relocation plan development, lighting design, right-of-way negotiation/acquisition services, offsite analysis of the existing drainage system, flood studies, mitigation design, pavement design, Construction Engineering and Inspections (CEI) to TDOT standards, advertisement of bid, printing of City review plans or bid documents, and landscape design. Additional project specific items are as follows:

- Widening of the SB on ramp to 3 lanes or modifications to the ramp merge with I-65
- Modifications to any other ramps or striping other than the EB and WB ramps to I-65 SB.
- Signal modifications to the existing equipment or remaining portions of the signal
- Mast arm modifications or design due to increased wind load of new signal head.
- No voltage issue requiring a redesign for attaching a second left turn signal
- Less than 1 acre of disturbance therefore an NPDES Permit will not be required

Based on the above scope please find the attached estimate for a total amount of \$28,365.60.

If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Thomas M. Clinard, P.E.".

Thomas M. Clinard
Senior Vice President



CITY OF FRANKLIN

MANDAY ESTIMATE AND FEE PROPOSAL

For Survey and Design

McEwen Drive at I-65

WB McEwen Ramp to SB I-65

Williamson County

General Comments:

Development of plan for dual left turn lanes from EB McEwen to SB I-65

Alfred Benesch & Company

Thomas M. Clinard, PE

8 Cadillac Dr, Suite 250 Brentwood, TN
tclinard@benesch.com

Prepared By:

S. McCoy, PE

Date prepared:

3/27/2018

DESIGN MANDAY ESTIMATE



ROUTE: McEwen Drive at I-65
DESCRIPTION: WB McEwen Ramp to SB I-65
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/27/2018

DESIGN TASKS	
1 Survey Office Work	2.0 MANDAYS
2 Develop new SE Layout and XS	4.0 MANDAYS
3 2 Additional Proposed plans	3.0 MANDAYS
4 Review Traffic and perform analysis	2.0 MANDAYS
5 City and State Coordination	4.0 MANDAYS
6 Develop Design Plans	12.0 MANDAYS
7 Bid Phase and Estimate Analysis	2.0 MANDAYS
TOTAL DESIGN MANDAYS	29.0 MANDAYS

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LABOR RATES

ROUTE: McEwen Drive at I-65
DESCRIPTION: WB McEwen Ramp to SB I-65
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/27/2018



PERSONNEL	MANDAY RATE
SR. PROJECT MANAGER (\$180/hr)	\$ 1,440.00
PROJECT MANAGER II (\$126/hr)	\$ 1,008.00
PROJECT ENGINEER II (\$112/hr)	\$ 896.00
PROJECT ENGINEER I (\$98/hr)	\$ 784.00
DESIGNER II (\$54/hr)	\$ 672.00

TOTAL MANDAYS	29.00 M.D.
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PERCENTAGE OF TOTAL PROJECT	
PRELIMINARY PLANS	0.0 %
RIGHT-OF-WAY PLANS	0.0 %
CONSTRUCTION PLANS	100.0 %
TOTAL PROJECT	100.0 %

CONSTRUCTION PLANS		100.0 % OF TOTAL PROJECT		MANDAYS	LABOR COSTS
SR. PROJECT MANAGER	6.0 % CONST. PLANS			1.7 M.D.	\$ 2,448.00
PROJECT MANAGER I	14.0 % CONST. PLANS			4.1 M.D.	\$ 4,132.80
PROJECT ENGINEER II	45.0 % CONST. PLANS			13.1 M.D.	\$ 11,737.60
PROJECT ENGINEER I	15.0 % CONST. PLANS			4.4 M.D.	\$ 3,449.60
DESIGNER II	20.0 % CONST. PLANS			5.8 M.D.	\$ 3,897.60
100.0 %					
TOTAL MANDAYS CONSTRUCTION PLANS				29.0 M.D.	\$ 25,665.60
TOTAL LABOR COSTS					\$ 25,665.60

☒ Remove X to display instructions.



DESIGN DIRECT EXPENSES

ROUTE: McEwen Drive at I-65
 DESCRIPTION: WB McEwen Ramp to SB I-65
 COUNTY: Williamson
 CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/27/2018

			Item Subtotal	Item Total Cost
Reproduction Costs:				
Item Description	Number / Unit	Unit Price		
Photo-copies	0	\$ 0.10	\$ -	
Full size bond	0	\$ 1.00	\$ -	
Half size bond	0	\$ 1.00	\$ -	
Full size vellum	0	\$ 3.00	\$ -	
Half size vellum	0	\$ 10.00	\$ -	
Color Printing	0	\$ 0.73	\$ -	\$ -
Travel:				
	Number of Trips	No. of Miles/No. of People	RATE *	
Per Diem (75%)			\$ 0.00 Per Day	\$ -
Per Diem			\$ 0.00 Per Day	\$ -
Transportation	X	70.00 Miles	\$ 0.55 Per Day	\$ -
Lodging			\$ 0.00 Per Person	\$ -
Other Expenses:				
Sub-Consultants	Unit Price			
HMB Professional Engineers, Inc.	\$	2,700.00	\$ 2,700.00	
	\$	-	\$ -	
			\$ -	
				\$ 2,700.00
TOTAL DIRECT EXPENSES				\$ 2,700.00
DIRECT EXPENSES PRELIMINARY PLANS				
DIRECT EXPENSES ROW PLANS			\$	-
DIRECT EXPENSES CONSTRUCTION PLANS			\$	2,700.00

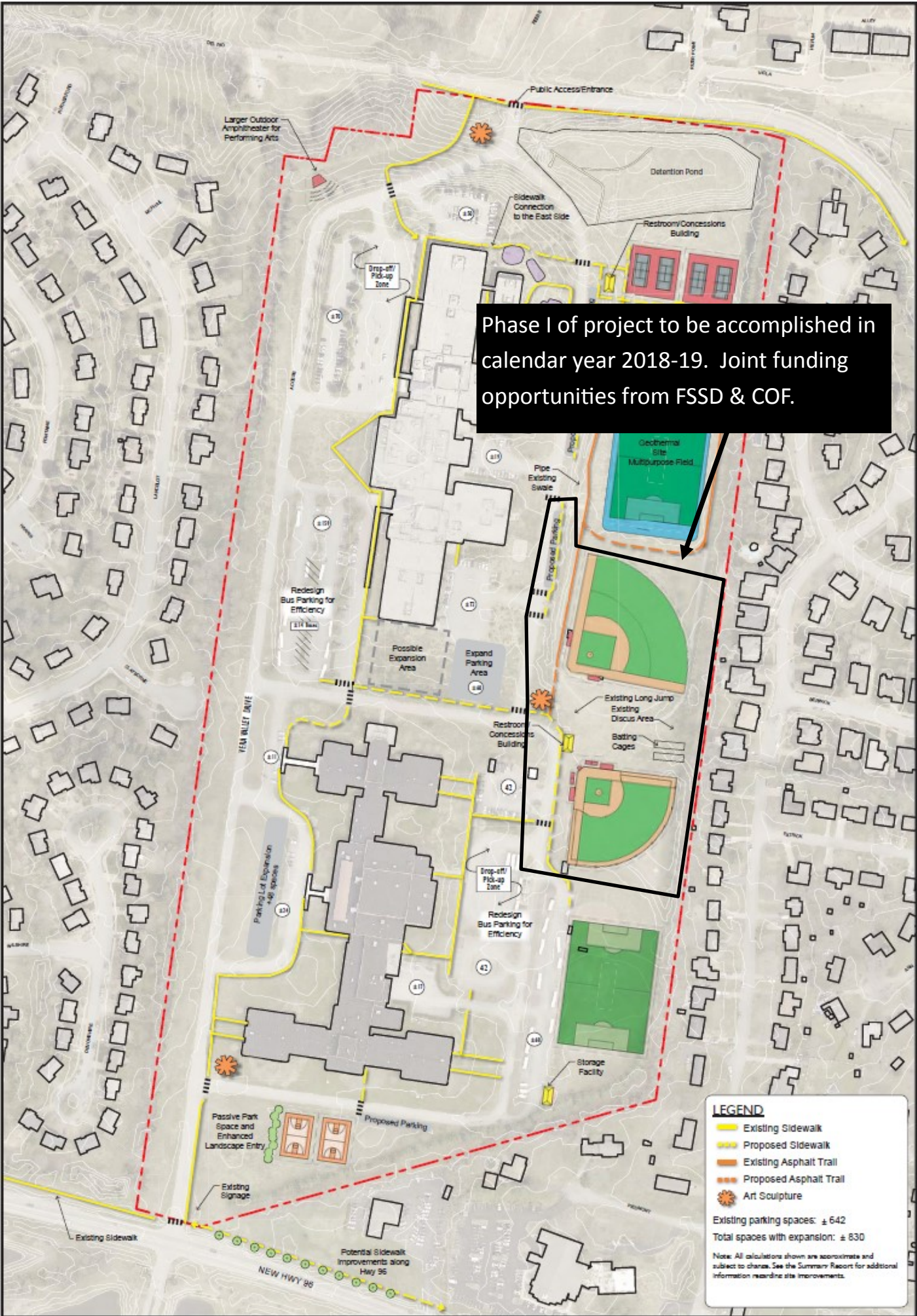
FEE PROPOSAL

ROUTE: McEwen Drive at I-65
DESCRIPTION: WB McEwen Ramp to SB I-65
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
Prepared By: S. McCoy, PE
Date Prepared: 3/27/2018

**Totals**

Labor	=	\$	25,665.60
Direct Expense	=	\$	2,700.00
Total Project	=	\$	28,365.60

Total Not to Exceed:	\$	28,365.60
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Franklin Special School District
Freedom Middle/Poplar Grove Preliminary Concept Plan
September 20, 2017



Master Plan Summary Report for Franklin Special School District

JOHNSON ELEMENTARY SCHOOL, FREEDOM INTERMEDIATE
SCHOOL, FREEDOM MIDDLE SCHOOL, AND POPLAR GROVE SCHOOL

PREPARED BY:



FOR:



FINAL DRAFT SEPTEMBER 26, 2017

Project Overview

BWSC was engaged by the City of Franklin and the Franklin Special School District (FSSD) to prepare a concept plan for new recreational facilities at four FSSD school sites – Johnson Elementary School, Freedom Intermediate School, Freedom Middle School, and Poplar Grove School. The partnership between the City of Franklin and FSSD will expand recreational programming available to students at the four campuses and will provide more recreational opportunities for city residents on nights and weekends, when not being used by the schools.

Throughout the process, the BWSC team met regularly with FSSD and the City of Franklin to review work products and access agreement for moving forward. Two open community meetings were held. The first was a visioning meeting on April 27, 2017, to assess the community's desire for different types of facilities and programming on the sites. The second meeting was a priority-setting meeting to assess the most desired improvements to be included in the first phase of improvements at the sites. At both meetings, attendees expressed a desire for facilities with maximum flexibility and the ability to accommodate a wide range of users – multipurpose recreation fields and restroom buildings were a frequently expressed request throughout the community meetings.

Within this report are summaries of the two community meetings, final concept plans including recommendations for the layout of recreational facilities to be included on each site, general recommendations for design and operations, and preliminary estimates of probable cost for those facilities.

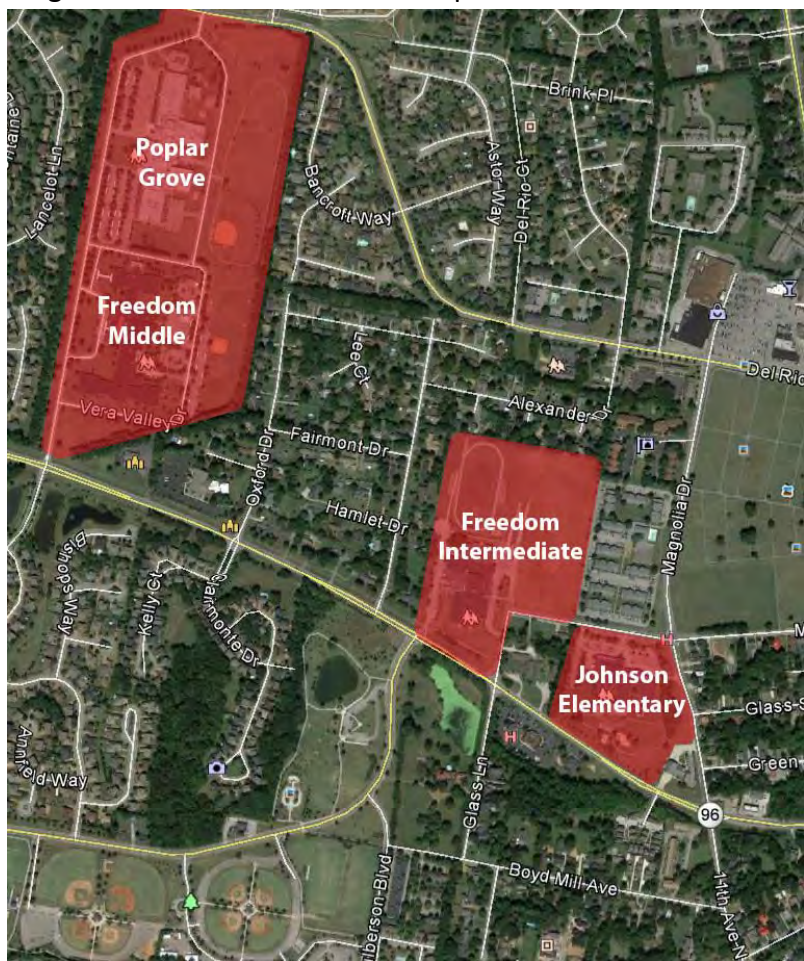


Figure 1: Location Map

Summary Report of the Interactive Public Input Meeting – Mapping the Ideal Park



BWSC facilitated an interactive public meeting on April 27, 2017, to gather input from teachers, parents, parks users, and others on their programming ideas. The meeting was held at the Freedom Middle School gym. At the meeting, input was gathered from the approximately 40 attendees through several exercises.

Participants provided input through voting on top priorities for future facilities and programming from a predetermined list assembled by the project team. Attendees were given three dot stickers to vote for their top three choices for each of the two different categories.

Participants were then asked to design their ideal park. This activity involved placing scaled templates of various facilities, such as soccer fields and track, as well as gardens, pavilions, and public art, on a large aerial photo of the schools.



Finally, participants were asked to share any additional thoughts they had on a large sticky note as they left the meeting. Many additional ideas were captured in this area that helped the team to further understand the prioritization.

The comments and information gathered during this public meeting will help the planning team determine community priorities, and it will guide the development of the conceptual plans.



Meeting Input Summary

Facilities

Takeaway: Make the facilities easily accessible, flexible, and student-oriented.

1. **Walking trails and sidewalks were the highest-ranked priority for new facilities (18 votes).** At the meeting, both verbal and written input were received that the track needs to be improved and that major investments in sidewalks are needed to connect the facilities at the four schools. Additionally, commentary was received that the cross-country team is at a disadvantage because of inadequate practice facilities. Investments in sidewalks to connect the schools could not only provide the facilities to improve the cross-country program, but also allow for a more efficient sharing of resources among the four schools and connect to Jim Warren Park.
2. **Multipurpose fields for sports such as soccer or lacrosse (13 votes) was second.** Attendees at the meeting reported that the facilities at the schools have been “loved to death,” the grass needs to be rehabbed, and nets and other fixtures need to be replaced. Overall, attendees wanted flexibility for the fields to easily accommodate different sports and different age groups.
3. **Youth Softball/Baseball and Tennis tied for third place (12 votes).** Comments were received in writing and verbally at the meeting that it is a problem for softball to be located offsite. Children with working parents who do not have transportation to other locations cannot participate in the sport, so it would be preferable to have it on-site. Many comments were received about problems with the current baseball field and the need for more and improved facilities.
4. **Following behind were amenities to add to the comfort and usability of the facilities, like a trees and shade structures (7 votes) and a pavilion (6 votes).**

Programming

Takeaway: Programs geared toward outdoor learning and nature are as important as team sports.

1. **Outdoor classrooms (13 votes) was the highest-ranked priority for programming, followed by Nature Interpretive Displays and Summer Day Camps (11 votes).** Concern was expressed in written and verbal comments that there are a high number of children who are possibly unsupervised after school and over summer break and that there was a need at the school to provide programming.
2. **Soccer (11 votes) was the highest-ranked team sport, followed by softball (6 votes) and baseball (6 votes).** Much of the input at the table exercise focused on improving fields for group athletic sports, and it was noted that these fields are in high demand for those activities.
3. **Art lessons (6 votes) and garden clubs (6 votes).** At the table exercise, attendees suggested that students could construct and maintain gardens as service projects, or it could be built into school curriculum.

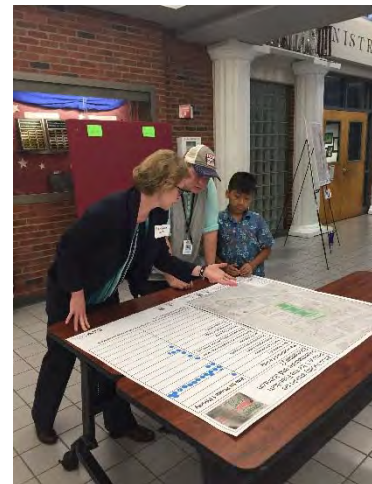


Interactive Public Input Meeting – Priority Phasing of Recreational Improvements



BWSC facilitated an interactive public meeting on September 5, 2017, to gather input from teachers, parents, parks users, and others on their ideas for prioritizing the phasing of recreational improvements at the FSSD campuses. This was the second broad community engagement meeting in the process and built upon information received at the previous meeting where attendees shared their top priorities for future facilities on the school campuses.

At the September 5 meeting, input was gathered from the approximately 30 attendees through several exercises to determine top priorities for phasing of the construction of the new facilities. Attendees were given two dot stickers to vote for their top priority at each campus.



Meeting Input Summary

Priority for Phase 1 at the Freedom Intermediate and Johnson Elementary Site

Multipurpose Fields (15.5 votes) and Restroom Buildings (4.5 votes) were the highest-ranked priorities for the first phases of improvements. This outcome is consistent with the views expressed at the April community meeting.

Following were playground Improvements and Performing Arts Amphitheater Area, each receiving two votes. New Sidewalks, Landscaping, Nature Play Area, and Storage Facilities each received one vote. These facilities would all be welcome improvements at the schools, but are not considered as high a priority as new fields and restrooms.

Parking Area Expansion and Art Sculptures did not receive votes.

Priority for Phase 1 at the Freedom Middle/Poplar Grove Site

Multipurpose fields (15.5 votes) and restroom buildings (4.5 votes) were the highest- ranked priorities, along with Tennis Courts (5 votes) and Improve Baseball Field (5 votes) for the first phases of improvements. This outcome is also consistent with the views expressed at the April community meeting of students eager to engage in extracurricular sports.

Following were Softball fields (4 votes), New sidewalks (3 votes) and Landscaping (2 votes). The desire for softball on the site was expressed by several dedicated attendees at both meetings, with reports of children unable to participate currently because they did not have transportation to get to offsite practice locations.

Storage, Basketball, and Parking expansion were the lowest priorities of those participating, receiving one vote each.

General Comments Received:

- *Regarding the softball fields – I would love to see TWO fields, since there are TWO middle schools. More opportunities for girls! Thanks!*
- *Having children in the school district I am thrilled to see this partnership. Thanks!*
- *Safety concerns about public usage during school hours. New parking located by the school playground. New sidewalk proposed by the playground fence.*
- *Traffic survey needed*

After gathering site data and community input, the BWSC team recommends the following improvements, as outlined on the subsequent pages.

General Recommendations

The following are general recommendations for the improvements proposed at the school sites. Careful planning and thoughtful implementation are critical to successful outcomes of the partnership between the Franklin Special School District and the City of Franklin Parks Department. Given the heavy use of the equipment at these sites, all furnishings should be high-quality for long-lasting results. These guidelines are suggestions and not intended to restrict innovation.

Landscaping

New trees should be planted to provide shade along sidewalks, trails, playgrounds, and on the south side of buildings for passive solarization. New trees and plant material in and around parking lots should be planted in accordance with City of Franklin code requirements.

Signage

Signage is needed to address several items. Most notably, signage is necessary to address closure to public use during school hours. Signs restricting the use of recreational facilities by the general public to hours when they are not in use by the schools, such as nights, weekends, and summer break. This signage will alleviate some of the concerns for security during school hours as mentioned by several attendees at the September 5, 2017, community meeting.

Furnishings

Using the same type of furnishings throughout the Franklin Special School District will help provide a cohesive appearance throughout the campuses. All furnishings should be high-quality to endure the heavy use of the equipment at these sites.

Lighting

Use only fixtures that reduce the potential for light pollution and glare. Reduce the source intensity levels with lighting at the edges of campuses, adjacent to residential areas. Ensure that lighting is turned off by 10 PM. Consider LED lighting options to reduce costs of operation and maintenance. Note: Lighting can be solar, which eliminates the need for underground wiring.

Playgrounds

All playgrounds should be inspected by a Certified Playground Safety Inspector (CPSI). Inspectors check many elements, including the safety surface. Loose surfacing such as wood chips should be maintained at a depth of 12 inches and be freestanding of water and debris within all fall zones. Inspectors will also check the temperature of equipment, which can become hot in direct sunlight and cause injuries to unsuspecting children at play and other hazards.

NRPA has created “The Dirty Dozen,” a comprehensive 12-point inspection guide for playground safety. A free copy is available for download on the NRPA website at www.nrpa.org/playgroundsafety..

Sports Field Fencing

Sports field fencing should be specified at the appropriate height and setbacks from the field of play to provide a safe separation between the field and spectators without creating a safety hazard for players or impeding spectator visibility. The type of fence selected is an important consideration. Galvanized chain link fencing is the most common fence type. Vinyl-coated chain link provides more aesthetically pleasing appearance than standard galvanized fencing, but is more expensive. Sports field netting can be utilized in appropriate areas to provide better visibility and less wind resistance than chain link fencing.

Maintenance and Field Use Schedule

School-park partnerships have the potential benefits of sharing equipment, supplies, and personnel between both organizations. The partnership between FSSD and Franklin Parks Department should include a shared schedule for maintenance, as well as use of the fields.

Recommendations for Freedom Intermediate School and Johnson Elementary Concept Plan

See 11x17 foldout plan for conceptual plan outlined below.

Freedom Intermediate School

Freedom Intermediate School has a track with bleachers and an existing concession/restroom building. The field inside the track is currently used for football. There is also a newly installed playground on the southern and northern ends of the school. To the east of the track is a large grassy area that is currently not programmed. This area is large enough to accommodate a large multipurpose/lacrosse field, and three multipurpose/U4 soccer fields. Recommended improvements also include an additional restroom building and parking area (approximately 120 spaces) between the track and new fields to accommodate recreational facility users. Additional restriping and reorganizing of the existing parking areas is recommended to achieve maximum efficiency.

Additionally, a nature play area between the track and fields, which could be a Kid's Adventure Course, and additional tree plantings would be of added value to the campus to accommodate children who are not participating in organized sports. Placing a piece of public art or a sculpture prominently at the entrance on Highway 96 is also recommended. A series of themed public art sculptures at the four campuses would be an eye-catching way to provide unity among the campuses.

Johnson Elementary School

Johnson Elementary School has existing playgrounds and a track that are adequate for their needs; however, a small soccer/multipurpose field could be added by the southwest corner of the school. The planned sidewalk improvements along Highway 96 will be a welcome improvement for the community to provide better pedestrian access to the site. Public art sculptures could be located in prominent locations along Highway 96 or at the corner of Glass Lane and 11th Avenue North to accentuate the entrances to the school. Tree groves and other landscaping improvements would beautify the grounds.



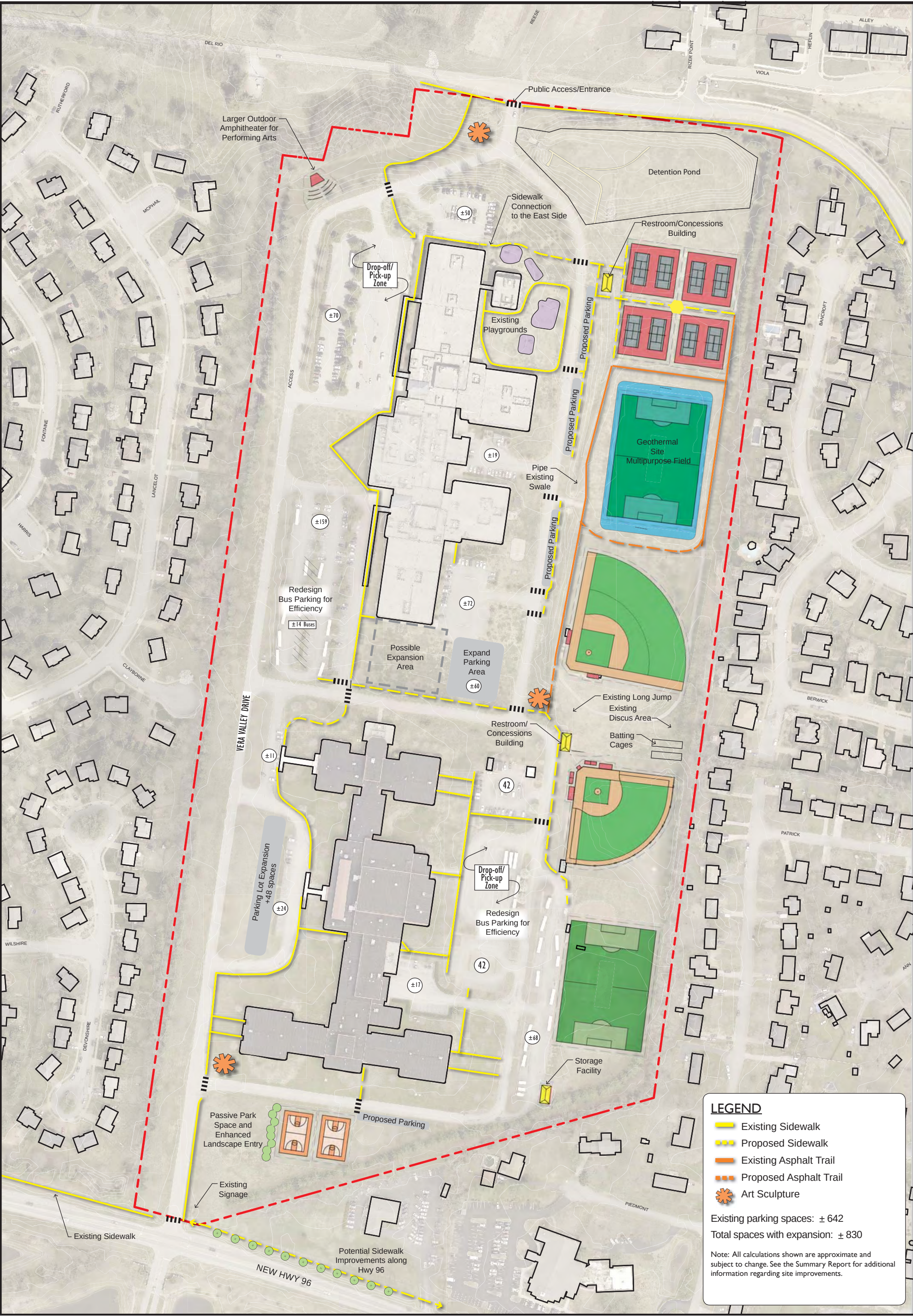
Recommendations for Freedom Middle School and Poplar Grove Middle School Concept Plan

See 11x17 foldout plan for conceptual plan outlined below.

Freedom Middle and Poplar Grove Middle School

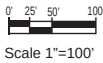
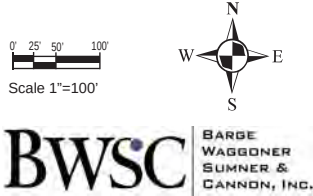
The Freedom Middle and Poplar Grove Middle School recommendations are treated as a single campus because of their close proximity and students of the same grade levels. The campus currently has a network of sidewalks within it, but the plan recommends new sidewalks to fill gaps to allow for efficient pedestrian movement around the site, and also to connect with offsite sidewalks. As was recommended at the other campuses, public art sculptures placed at the entrances to the schools and the recreational area would create a theme of unity among the campuses. It is recommended that all parking areas be analyzed and redesigned so that maximum efficiency can be achieved. Additional parking areas are recommended throughout the site to supplement the available parking. Improvements have recently been made to the playgrounds behind Poplar Grove Middle School, so this concept plan does not indicate additional playground facilities on the campus.

There is a strong need and desire on the part of the community for new recreational facilities at this campus, including restroom/concession buildings to support the recreational programs. In the northwest corner of the site, a large outdoor amphitheater for performing arts is proposed. Four new tennis courts and a restroom/concession building have been sited at the north end of the side adjacent to the detention area. A multipurpose field is proposed on top of the existing geothermal field. Care will need to be taken that nothing is sited in this location that would disturb the underground geothermal equipment. A newly improved baseball field, batting cages, and a new softball field are located in the center of the site. An additional restroom/concession building is proposed in this area to support these programs. The existing long-jump and discus areas are to remain. An additional multipurpose/lacrosse field and storage building are located at the southeastern corner of the site. Two basketball courts are proposed along the entrance drive adjacent to Highway 96 behind the existing fence row. Additional landscaping between this area and the entrance drive is recommended.



Franklin Special School District

Freedom Middle/Poplar Grove Preliminary Concept Plan
September 20, 2017



Cost Estimates - Freedom Intermediate and Johnson Elementary

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
1	New Concrete Sidewalk (6' wide)	2,400	LF	\$50	\$120,000
2	Crosswalk Markings	6	Each	\$1,000	\$6,000
3	New Parking Lot (+/- 120 spaces)	52,500	SF	\$4	\$210,000
4	Reconfigure Bus Parking for efficiency	1	LS	\$20,000	\$20,000
5	Restroom/Concession Building	1	LS	\$500,000	\$500,000
6	Large Multipurpose Fields (63,000 sf)	4	LS	\$750,000	\$3,000,000
7	Small Multipurpose Fields (10,000 sf)	1	LS	\$150,000	\$150,000
8	Landscape at Entry	1	LS	\$10,000	\$10,000
9	Storage Facility (location to be determined)	1	LS	\$350,000	\$350,000
10	Playground Safety Improvements	1	LS	\$150,000	\$150,000
11	Nature Play Area	1	LS	\$100,000	\$100,000
12	Art Sculptures Platforms (art donated by others)	3	Each	\$50,000	\$150,000
13	Landscaping (throughout the campuses)	1	LS	\$50,000	\$50,000
	Subtotal:				\$4,816,000
	General Site Work	6%			\$289,000
	GC General Conditions OH & P	8%			\$385,000
	Contingency including design fees, mobilization, etc.	25%			\$1,204,000
	GRAND TOTAL:				\$6,694,000

Items needed that may impact the opinion:

- Utility Relocation(s)
- Geotechnical Engineer Testing & Analysis
- Environmental issues and mitigation requirements

Cost Estimates - Freedom Middle and Poplar Grove Middle

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
1	New Concrete Sidewalk (6' wide)	4,300	LF	\$50	\$215,000
2	New Asphalt Trail (8' wide)	500	LF	\$30	\$15,000
3	Crosswalk Markings	12	Each	\$1,000	\$12,000
4	Tennis Courts (8 new courts, lighting, bleachers and walkways)	8	Each	\$150,000	\$1,200,000
5	Baseball Field (enlarge, regrade, new fencing, new dugouts)	1	LS	\$250,000	\$250,000
6	New Parking Lot (+/- 190 spaces)	46,000	SF	\$4	\$184,000
7	Parking Lot (Future Expansion +/- 100 spaces)	30,000	SF	\$4	\$120,000
8	Reconfigure Bus Parking for Efficiency	1	LS	\$20,000	\$20,000
9	Restroom/Concession Building (north)	1	LS	\$500,000	\$500,000
10	Restroom/Concession Building (south)	1	LS	\$500,000	\$500,000
11	Softball Field	1	LS	\$400,000	\$400,000
12	Multipurpose Fields	2	Each	\$1,000,000	\$2,000,000
13	Batting Cages	2	Each	\$15,000	\$30,000
14	Basketball Courts	2	Each	\$40,000	\$80,000
15	Storage Facility	1	LS	\$350,000	\$350,000
16	Landscape at Entry	1	LS	\$10,000	\$10,000
17	Larger Outdoor Amphitheatre	1	LS	\$250,000	\$250,000
18	Playground Safety Improvements	5	Each	\$10,000	\$50,000
19	Art Sculptures Platforms (art donated by others)	3	LS	\$50,000	\$150,000
20	Landscaping (throughout the campuses)	1	LS	\$50,000	\$50,000
Subtotal:					\$6,386,000
	General Site Work	6%			\$383,000
	GC General Conditions OH & P	8%			\$511,000
	Contingency, including design fees, mobilization, etc.	25%			\$1,596,500
	GRAND TOTAL:				\$8,876,500

Items needed that may impact the opinion:

- Utility Relocation(s)
- Geotechnical Engineer Testing & Analysis
- Environmental issues and mitigation requirements
- Existing Geothermal Wells

Public Meeting Attendance Sheets – April 27, 2017

Franklin Special School District Interactive Public Input Meeting

NAME	E-MAIL	PARENT	TEACHER	STUDENT	OTHER
Parg Cruse	paige	☐	☐	☐	Park - CoF
Mindy Tate	mindy	☐	☐	☐	Franklin Tomorrow
Gay Mays	may	☐	☒	☐	
Kristina Lewy	ange	☒	☐	☐	
Heidi Osteen	holli	☒	☒	☒	
Randy Steekens	ste	☐	☒	☐	
Ellen Moore	ellen	☐	☐	☐	Engineering - CoF
Kristen Stanfill	Krista	☐	☐	☐	Engineering - CoF
Rebecca Eaton	mass	☐	☐	☐	Community Member
Lisa Chatman	cha	☐	☐	☐	School Health (HSSD)
Jenny Benill	terry	☐	☐	☐	Friends of Franklin Park
Kathy Glader	Katie	☒	☐	☐	
Kim Stinson	gary	☐	☒	☐	
Alisha Erickson	er	☐	☐	☐	Poplar Grove Principal
Janey Parker	jan	☒	☐	☐	Friends of Franklin Park
Lori Uehling	jo	☒	☐	☐	
Hee Yang Woo	ma	☒	☐	☐	
Shirley Watson	sta	☐	☐	☐	Volunteer - Friends of
Ari Foster	ari	☒	☐	☐	Franklin Park
Kelly Selfe	self	☐	☒	☐	

PLEASE PRINT!

Franklin Special School District Interactive Public Input Meeting

NAME	E-MAIL	PARENT	TEACHER	STUDENT	OTHER
Allison Ball	allisonball@refugecenter.org	☒	☐	☐	School Board Member FSSD
Jamie Zeller	jamiezeller@att.com	☒	☐	☐	
Kevin Townsend	kevin.townsend@mail.com	☒	☐	☐	School Bd Member FSSD
Sheri Spears	sherispears@gmail.com	☒	☐	☐	
Brittani Perez	brittaniperez@tngov.com	☐	☐	☐	City of Franklin
Leah Blair	leahblair@tngov.com	☐	☐	☐	School Bd Member
Dana McLendon	danamc@tngov.com	☐	☐	☐	CITY OF FRANKLIN
Karen Meinunger	karenme@ssd.org	☒	☒	☐	Poplar Grove
Eric Stuckey	ericstuckey@tngov.com	☒	☐	☐	City of Franklin
Brandy Buford	brandybuford@tngov.com	☐	☐	☐	CITY OF FRANKLIN
Washon Gao	washongao@tngov.com	☐	☐	☐	VISIT FRANKLIN
Amanda Miller	amandamiller@tngov.com	☒	☐	☐	
Adrian Vestux	adrianvestux@tngov.com	☒	☐	☐	
Tosha R. Baugh	tosha.baugh@fssd.org	☐	☐	☐	Principal of Johnson
Ella Wehling	ella.wehling@fssd.org	☐	☐	☒	
		☐	☐	☐	
		☐	☐	☐	
		☐	☐	☐	
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		☐	☐	☐	

PLEASE PRINT!

Public Meeting Attendance Sheets – September 5, 2017

Franklin Special School District Open House

NAME	E-MAIL	PARENT	TEACHER	STUDENT	OTHER
Randy Stevens	stev.ors	☐	☒	☐	Cocul
Craig Conaway	conaway.craig	☒	☐	☐	
Karen Menne	menne.k	☒	☒	☐	
Allena Bell	allenbell.org	☐	☐	☐	School Board Member
Ann Petersen	petersen.ann	☐	☐	☐	ALDERMAN
Ken Moore	moore.ken	☐	☐	☐	Mayor
Mark Hilly	hilly.mark	☐	☐	☐	COF Staff
Robert O'Leary	oleary.robert	☐	☐	☐	Bell Member
Marshall Martin	martin.marshall	☐	☐	☐	Alderman
Michelle Smith	smith.michelle	☐	☒	☐	
M.P. Solomon	solomon.margaret	☒	☐	☐	
Dana Myerton	myerton.dana	☐	☐	☐	Alderman
Chip Starnes	starnes.chip	☐	☐	☐	FSPD Staff
Michael Skinner	skinner.michael	☐	☐	☐	COF
Kerri Husson	husson.kerri	☒	☐	☐	
Kristi Jeffers	jeffers.kristi	☐	☐	☐	Principal
Suzanne Genting	genting.suzanne	☐	☒	☐	
Nikki Synger	synger.nikki	☒	☐	☐	
Gregory Bell	bell.gregory	☐	☐	☒	
Avery Bell	bell.avery	☐	☐	☒	

PLEASE PRINT!

Franklin Special School District **Open House**[illegible]

PLEASE PRINT:

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR ROBINS LAKE DAM -SUPPLEMENTAL GEOTECHNICAL
INVESTIGATION
COF Contract No. 2017-0205

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2018, by and between the City of Franklin, Tennessee (“City”) and CDM Smith, Inc. ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement (“Agreement”) entitled Robinson Lake Dam – Conceptual Engineering Report, dated the 22 day of August 2017; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of NINETY-SEVEN THOUSAND ONE HUNDRED AND 00/ 100 DOLLARS (\$97,100.00) as authorized by the City Engineer and as detailed in the fee Schedule; and

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

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated September 18, 2014, in the amount of ONE HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$188,700.00); 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 26, 2018, letter of proposal (Exhibit A) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City’s Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed ONE HUNDRED

EIGHTY-EIGHT THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$188,700.00).

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated August 22, 2017, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

CDM Smith, 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



Memorandum

To: *Paul Holzen, PE
David Hodnett, PE*

From: *Dave Mason, PE
Zack Daniel, PE*

Date: *March 26, 2018*

Subject: *Scope of Work for Robinson Lake Dam – Supplemental Geotechnical Investigation
Franklin, Tennessee*

The purpose of this memorandum is to provide a scope of work and cost proposal for performing a supplemental geotechnical investigation for the Robinson Lake Dam rehabilitation measures in Franklin, Tennessee. The purpose of this work is to evaluate if dredging and deepening of the lake is feasible to allow for recreational water activities such as boating without adversely impacting the proposed dam and lake rehabilitation summarized in the *Conceptual Engineering Report, Robinson Lake Dam* (CER) dated December 8, 2017 prepared by CDM Smith Inc. (CDM Smith). In addition, the work includes a geotechnical investigation that will provide geotechnical data required for the rehabilitation design.

The geotechnical investigation is proposed to include a geophysical investigation program, a sediment sounding investigation, a geotechnical investigation consisting of land and over-water borings, a geotechnical laboratory testing program, and a technical memorandum summarizing the investigation programs and recommendations regarding the feasibility of dredging and deepening the lake. Should dredging and deepening be considered feasible, CDM Smith will submit a separate scope of work and cost proposal for the detailed rehabilitation design effort.

Background

The existing Robinson Lake Dam is an earth embankment dam with a concrete spillway in the right abutment discharging to the Harpeth River. The dam has a structural height of 22.5 feet and hydraulic height of 19 feet, with a storage capacity of 91 acre-feet at normal pool and 136 acre-feet at maximum pool.

CDM Smith was recently engaged by the City of Franklin to perform a conceptual engineering design study of Robinson Lake Dam prior to the City acquiring the property on which the dam and lake are located. The purpose of the assessment was to identify potential dam safety deficiencies and provide recommendations for a rehabilitation alternative and an Opinion of Probable Construction Costs (OPCC) as discussed in the Conceptual Engineering Report (CER). Following the

Paul Holzen, PE
March 26, 2018
Page 2

submittal of the CER, the City purchased the property from the landowner. The City has requested that CDM Smith perform additional subsurface investigations to evaluate if it is feasible to dredge and deepen the lake to permit for recreational water activities such as boating and provide additional recommendations as to whether dredging of the lake will adversely affect the dam rehabilitation.

Scope of Services

Task 1.0 Project Kickoff Meeting

CDM Smith will conduct a project kickoff meeting within one week from receipt of a written authorization from the City. This meeting will ensure that all parties understand the scope, schedule, budget, and individual responsibilities for project completion. City staff and the CDM Smith project manager will attend this project meeting at the City's office. CDM Smith geotechnical representative(s) will participate via conference call.

CDM Smith will prepare and distribute a summary of meeting minutes to document items discussed with the parties in attendance.

Task 2.0 Supplemental Geotechnical Investigation

Task 2.1 Geophysical Field Work

CDM Smith will engage a local geophysical firm, S&ME, Inc. (S&ME), to perform geophysical surveys over the dam embankment, in the downstream areas, and across the lake to investigate subsurface conditions and identify approximate sediment and overburden thicknesses, depth to bedrock, and potential karst features. The geophysical exploration will consist of land and over-water phases. The proposed test line locations are shown on **Figure 1**.

The geophysical land phase will focus on the dam embankment and downstream area using Frequency Domain Electromagnetics (FDEM), Electrical Resistivity Tomography (ERT), and Spontaneous Potential (SP) that are summarized below. The field data acquisition is anticipated to take up to two days. The proposed methods will evaluate potential areas of seepage along the dam and downstream areas, identify potential buried structures in the embankment, and provide the overburden thickness and top of limestone bedrock. FDEM will be performed over the entirety of the dam embankment and downstream areas in a grid pattern. FDEM is capable of covering a large area in a limited period of time and permits the ERT test lines and SP to focus on select areas that exhibit subsurface anomalies. The ERT will consist of up to two test lines run along the length of the dam crest and length of the downstream slope or toe of the dam. Subsequently, the SP would be performed in the general vicinity of the ERT lines and downstream area.

The geophysical over-water phase will focus on the lake itself using FDEM and ERT. The field data acquisition is anticipated to take up to five days. FDEM will be conducted in a grid pattern and used initially to map the areas of overburden to identify the top of bedrock and potential karst conditions. Based on the FDEM results, up to three ERT test lines will be conducted at select locations across the lake to identify potential karst features.

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March 26, 2018
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CDM Smith's level of effort for this task includes time for arranging the geophysical program and field coordination with the geophysical subcontractor to confirm the appropriate data are collected.

Task 2.2 Sediment Sounding Field Work

CDM Smith will engage a local commercial diving firm, Mainstream Commercial Divers, Inc. (MCD), to perform sediment depth readings across the lake using a probe rod and plate. A plate will be attached to the probe rod to measure the depth to the top of the sediment, and the probe rod will be pushed to the approximate bottom of sediment. The readings will be taken on a grid spacing of 20 feet within 100 feet of the dam crest and on a grid spacing of 50 feet over the remainder of the lake. The readings will be taken from a small jon boat or by wading, and each reading will be surveyed using a GPS device.

CDM Smith's level of effort for this task includes time for arranging the sediment sounding program and field oversight for the first day of work to verify that appropriate methods are used. The CDM Smith representative will also collect up to three sediment samples for environmental analysis to be conducted in general accordance with United States Environmental Protection Agency (USEPA) analysis methods for sediment.

Task 2.3 Geotechnical Investigation Program

CDM Smith will engage a local geotechnical drilling firm, S&ME, to perform field explorations on the dam embankment, in the downstream and abutment areas and in the lake to investigate subsurface conditions and identify potential karst features. The geotechnical exploration will consist of up to twelve Standard Penetration Test (SPT) borings including the following:

- Ten land borings: two borings along the dam crest, two borings along the existing auxiliary spillway, four borings along the proposed emergency spillway and associated crest, one boring at the proposed outlet structure, and one boring near the right abutment
- Two over-water borings: one boring at the proposed inlet structure and one boring upstream of the proposed inlet structure.

The boring locations are shown on **Figure 2**.

The borings will include continuous sampling through the overburden, and NQ-size rock coring in ten of the twelve boreholes. It is assumed that packer testing will be conducted in up to five of the borings for evaluation of bedrock permeability.

CDM Smith's level of effort for this task includes field oversight by a qualified geotechnical engineer to direct the work, log the borings, and verify that appropriate methods are used. This oversight is typical for CDM Smith projects where dam safety investigations are performed.

Geotechnical laboratory tests will be performed on selected samples from the borings. The tests will include grain size tests, moisture content, Atterberg limits, triaxial tests, and laboratory mini-vane tests.

Paul Holzen, PE
March 26, 2018
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Task 2.4 *Geotechnical Analyses*

CDM Smith will perform preliminary geotechnical design analyses for the proposed lake dredging to support the dam rehabilitation design. The analyses will include seepage evaluations to supplement the previously completed analyses.

Task 2.5 *Supplemental Geotechnical Investigation Technical Memorandum Deliverable*

CDM Smith will prepare a technical memorandum summarizing the geophysical, sediment soundings, subsurface exploration, and laboratory testing data collection. This memorandum will present CDM Smith's recommendations regarding whether dredging and deepening of the lake is feasible and will provide a recommendation as to whether the City should elect to continue with rehabilitation of the dam and lake.

Three hard copies and one digital copy of the draft technical memorandum will be provided to the City for review. Comments will be incorporated, and three hard copies and one digital copy of the Phase 1 final technical memorandum will be provided to the City.

Task 2.6 *Progress Meeting No. 1*

A progress meeting will be conducted near the end of Task 2.5 to present the findings for Task 2.0 and decide whether to proceed with the rehabilitation of the dam and lake. Prior to Progress Meeting No. 1, CDM Smith will provide the City the draft technical memorandum that will be finalized following the conclusion of the meeting. City staff and the CDM Smith project manager will attend this progress meeting that will be held at the City's office. CDM Smith geotechnical representative(s) will attend via conference call.

CDM Smith will prepare and distribute a summary of meeting minutes to document items discussed with all parties in attendance.

Final design, permitting, bidding, and construction services are not included in this scope of work.

General

Project management and administration costs associated with this scope of work are included within each task.

Schedule

CDM Smith will begin work on this project within one week from receipt of a written authorization from the City. Due to the time-sensitive nature of this work, this authorization may simply be an email from staff asking us to proceed. It is anticipated that the work will be completed within 120 calendar days of written authorization.

Paul Holzen, PE
March 26, 2018
Page 5

Compensation

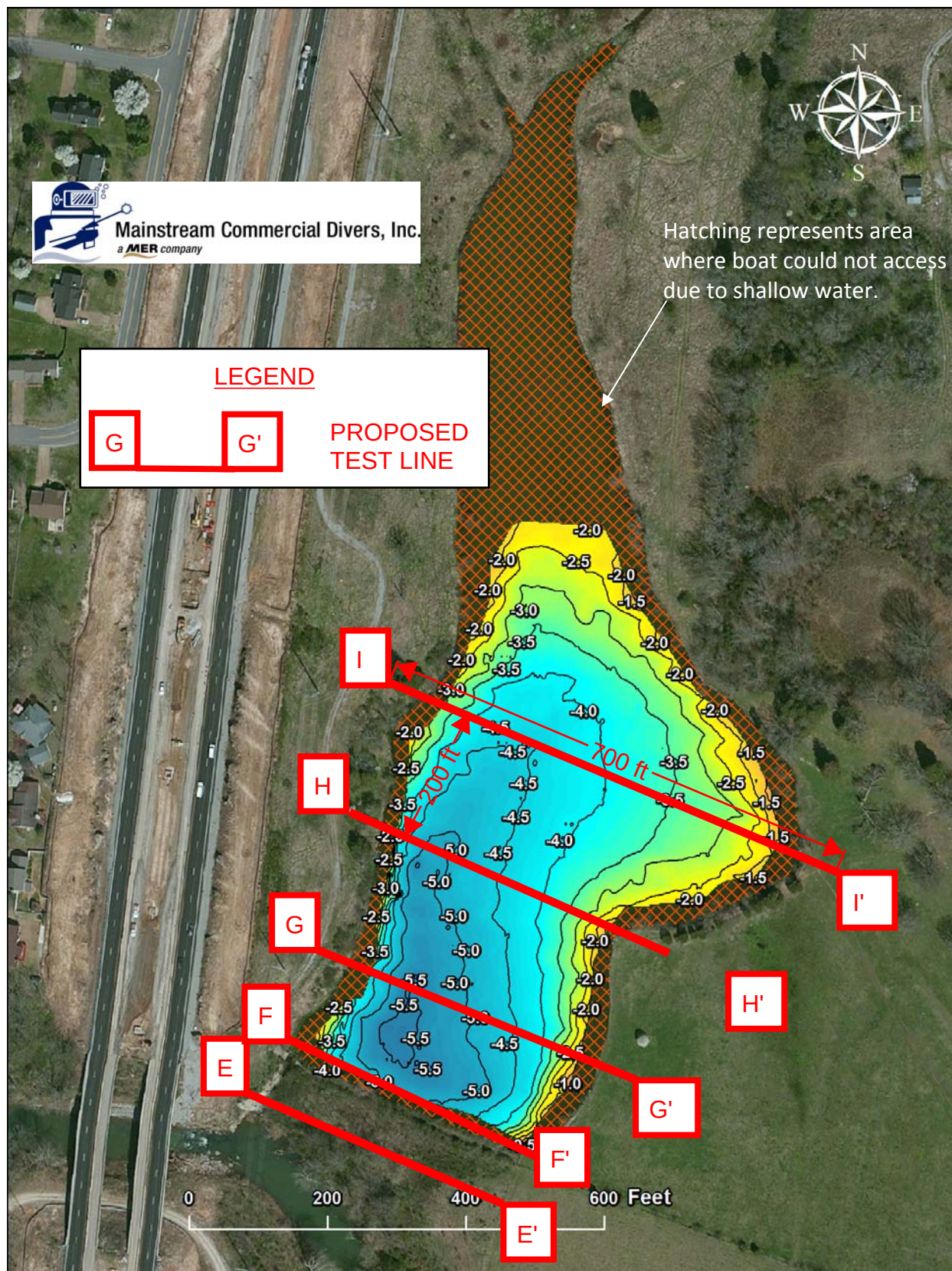
CDM Smith will perform Tasks 1.0 through 2.0, billed hourly, for a not-to-exceed upper limit of \$188,700, which includes CDM Smith labor, outside professionals (including 10% markup for administration), and other direct costs (see attached budget sheet). Invoices will be submitted to the City monthly based on hours completed and charges incurred within the billing period. A project status report will accompany each invoice. A table of billing rates and a summary of costs by task is provided below:

**City of Franklin, Tennessee
Robinson Lake Dam Supplemental Geotechnical Investigation
March 2018**

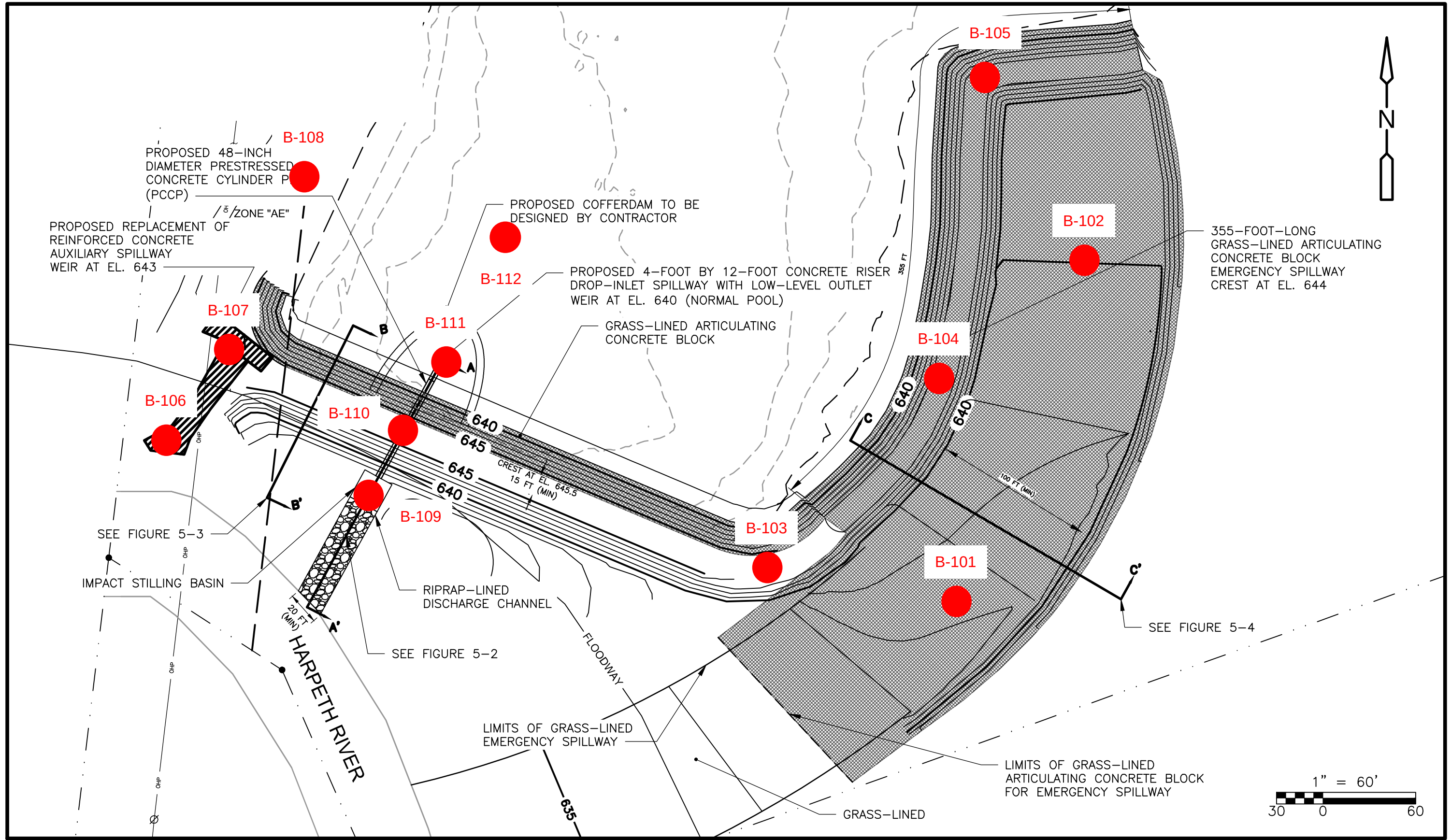
Task	Description	Task Hours	Labor Cost	Other Direct Costs and Outside Professionals	Total Cost
1	Project Kick-off Meeting	11	\$ 1,980	\$ 100	\$ 2,080
2	Supplemental Geotechnical Investigation	466	\$ 62,900	\$ 123,708	\$ 186,608
	Geophysical Field Work	22	\$ 3,225	\$ 37,425	\$ 40,650
	Sediment Sounding Field Work	37	\$ 5,335	\$ 13,849	\$ 19,184
	Geotechnical Field Work and Lab Testing	214	\$ 27,675	\$ 72,434	\$ 100,109
	Supplemental Geotechnical Investigation Technical Memorandum Deliverable	181	\$ 24,490		\$ 24,490
	Progress Meeting No. 1	12	\$ 2,175		\$ 2,175

TOTAL BASIC SERVICES =	477	64,880	\$ 123,808	\$ 188,700
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Project Billing Rates	
Category	Rate
Officer	225
Project Manager	195
Senior Technical Specialist	210
Technical Specialist	185
Senior Engineer/Scientist	165
Engineer/Scientist III	135
Engineer/Scientist II	120
Junior Engineer/Scientist	110
Senior Designer	125
Designer/Drafter/Technician	105
Project Accounting	115
Administrative	85



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CITY OF FRANKLIN, TENNESSEE
ROBINSON LAKE DAM
ROBINSON LAKE
FRANKLIN, TENNESSEE

FIGURE 2 -
PROPOSED BORING LOCATION
PLAN

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2018-0066

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and COLLIER ENGINEERING CO., INC. hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide survey, engineering, and related technical services in connection with City's project, hereinafter referenced as Project. The Project is described as follows:

Engineering Services for the Reconstruction of Tennis Courts at Jim Warren Park

1. SCOPE OF SERVICES. Consultant shall provide survey, engineering, and related technical services for the Project in accordance with the Scope of Services ("Services") as found in Attachment A, which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule, as contained in Attachment A, in the Not-to-Exceed Amount of Seventy-Four Thousand Five Hundred Seventy-Five and No/100 Dollars (\$74,575.00).

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 ALLOCATION OF RISK AND LIABILITY; GENERAL. Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

- 3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

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

- 4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:
- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
 - (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
 - (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;

- (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments

of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

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

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

7.2 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.

7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.

- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon

receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.

9.3 TRAVEL; EXPENSES

City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

- 10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form;

Shauna R. Billingsley, City Attorney



April 16, 2018

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

Subject: Jim Warren City Park Tennis Courts: Proposal for Design, Survey, Project Management, Construction Management, Construction Inspection, and Testing

Dear Mr. Holzen:

The staff of Collier Engineering Co., Inc. has a vast amount of experience in engineering, Civil and Landscape Architecture design, project management, construction engineering and inspection, and related technical services. We currently provide engineering, project management, survey services, and construction inspection for the Williamson County Highway Department and Williamson County Schools. We have provided project management, construction management and construction inspection to Metro Nashville's Parks and Recreation Department over the last 5 years for their Recreational Surfaces Rehabilitation Program. During this time, we managed the construction, rehabilitation and/or repair of 84 tennis courts and 3 basketball courts. We have also assisted Williamson County Schools rehabilitate 18 tennis courts over the past three years. We provide experienced engineers, project managers, and inspectors who are very knowledgeable with the requirements set forth by TDOT, ADA, USTA, and the ASBA.

We understand that the City of Franklin is seeking design, inspection, testing, project and construction management assistance at Jim Warren City Park for the removal and replacement of 8 asphalt tennis courts. For a specific set of tasks, we propose on this project, please see below:

TASK 1: DESIGN & SURVEY SERVICES

Collier Engineering is proposing to provide civil design services. The application of sustainable techniques will be considered for this project with considerations to site sustainability, materials and resource use and efficiency, and design innovation. However, this



project does not include any certification or commissioning of any benchmark programs such as LEED or Sustainable Sites.

Design tasks shall include:

- As-built and topographic survey of the project area, locating existing site features and data points as necessary to portray existing topography. Spot grades will be to within 0.01' accuracy and contour lines will be provided to within 0.5' accuracy. Survey does not include any boundary or property information including descriptions of property lines or any proposed easements or encroachments.
- Demolition plan for (8) existing asphalt tennis courts to include all fencing and tennis related on court structures. Light standards, infrastructure, and existing shelters located to the west to remain.
- Layout Plans for (8) new asphalt tennis courts to include proper drainage, line marking, fencing, net posts, center anchors meeting current United Tennis Association (USTA) and American Sports Builders Association (ASBA) design standards.
- Erosion Control Plan (SWPPP) and Environmental Permitting (TDEC), subject to review by the appropriate agencies.
- Providing all construction documents (CD's) for the tennis courts, including all appropriate details and specifications.
- Collier staff will facilitate design review meetings at 60% CD's and 90% CD's with the appropriate City of Franklin staff. We will include an opinion of cost at those meetings to facilitate any design changes requested. Major points of discussion, decisions and follow action items will be recorded and distributed as meeting minutes. Following receipt of comments at 90% completion, Collier will make any necessary edits to the plans and specifications for the project and submit final plans in pdf form. Opinions of cost for the project will be finalized and also submitted in excel format such that the City of Franklin may utilize this document as a bid form.

TASK 2: PROJECT BID ASSISTANCE & PRE-BID MEETING

Collier shall take the existing plans and specifications for the subject project and assemble an ITB or RFB to current City of Franklin Purchasing guidelines. Collier will provide an engineer stamped Bid Tabulation to assist the city in determining the low responsive bidder on the project. Collier



shall provide all necessary documents to The City of Franklin to successfully enter into a contract to include all bonds, signatures, references, etc.

Other primary tasks shall include:

- Our staff will assist the City of Franklin by attending one pre-offer type meeting and answering questions from bidders as necessary.
- Collier staff will prepare information needed at the meetings such as agendas, sign in sheets and other information pertinent to this project.

TASK 3: PROJECT MANAGEMENT & CONSTRUCTION MANAGEMENT

Collier Engineering will assign a project manager/construction manager to this project. This person shall be responsible for the following:

- Communication and coordination with the client throughout all phases of the project.
- Liaison between client, other stakeholders, and contractors.
- Providing personnel to assist at specified meetings with contractors and other agencies related to the project if necessary.
- Preparation and supplying necessary project specific information for meetings if necessary.
- Managing project submittals and shop drawing reviews.
- Collier Engineering shall coordinate and have project progress meetings to discuss the status of the project at an interval to be determined by the City of Franklin Project Manager. Collier shall prepare and distribute minutes notes of the meeting including documentation of the resolution of any issues.
- Pay quantities will be submitted by the contractor to the Collier project manager for review and payment. Collier will review the contractor's monthly pay estimate to ensure accuracy and completeness. Once the payment request is in order, Collier will sign pay estimate and submit to the City of Franklin Project Manager with recommendation for payments.
- Collier project manager will help in closing out project coordinating with the City of Franklin project manager. This includes any documentation and permit closing that may be necessary.



TASK 4: PROJECT INSPECTION AND DOCUMENTATION (CEI SERVICES)

Collier Engineering is proposing to provide complete onsite project level inspection: This task includes:

- **Pre-Construction Meeting:** Before any work is to begin, an onsite pre-construction meeting shall be held to discuss the contractor's plan of operation, required contract provisions, environmental commitments if applicable, erosion control, traffic control/parking control, work zone safety, inspection, materials acceptance, submittals, quality control plans, subcontractors, etc. Collier Engineering will prepare for and conduct the meeting. The City of Franklin Project Manager will schedule the meeting and will attend to assist as needed. The contractor, City of Franklin officials, and any other stakeholders shall be invited to this meeting. Minutes of this meeting, including an attendance roster, shall be kept by Collier, and key decisions shall be fully documented.
- **Project Inspection:** This task includes monitoring the actual project construction, tracking quantities and collection of material tickets, preparing field notes/daily reports, keeping photo log, and ensuring work meets plan specifications/requirements.
- **Project Testing:** This task includes asphalt testing (binder and surface course) and observations for proof roll of base stone course.
- **Final Inspection and Acceptance:** When the contractor has reached substantial completion, Collier will then conduct a project walk-through with the City of Franklin project manager to generate a punch list of items to be taken care of prior to signifying final completion of the project.

The estimated costs for these services are broken down into the following major tasks:

Estimated Fees:

TASK 1 (Design & Survey Services)	\$40,250.00
TASK 2 (Project Bid Assistance & Pre-Bid Meeting)	\$5,725.00
TASK 3 (Project & Construction Management)	\$9,100.00
TASK 4 (CEI Services, Inspection & Testing)	\$19,500.00
TOTAL ESTIMATED FEE: <u>\$74,575.00</u>	



Attached please find supporting documentation showing the hours projections used to calculate the referenced fees. Should you have any questions or require additional information, please do not hesitate to contact me. We look forward to working with you on this project!

Respectfully submitted,

Collier Engineering Co., Inc.

A handwritten signature in blue ink that reads 'Matt Campbell'.

Matt Campbell

Project Manager/Construction Manager

Client: City of Franklin, Tennessee
 Project: Jim Warren City Park Tennis Courts

April 16, 2018

COLLIER ENGINEERING ESTIMATED HOURS				
TASK NO.	DESCRIPTION	HOURS	RATE	PROJECTED COST
1	Design & Survey Services			
	Senior Project Manager	24	\$140.00	\$ 3,360.00
	Senior Project Engineer	40	\$120.00	\$ 4,800.00
	Construction Manager	65	\$100.00	\$ 6,500.00
	Design Engineer	178	\$105.00	\$ 18,690.00
	Survey Manager	8	\$95.00	\$ 760.00
	Senior Inspector	16	\$75.00	\$ 1,200.00
	CADD/GIS Technician	12	\$65.00	\$ 780.00
	Survey Party Chief	32	\$75.00	\$ 2,400.00
	Survey Technician	32	\$55.00	\$ 1,760.00
TASK 1 SUBTOTAL:				\$40,250.00
TASK NO.	DESCRIPTION	HOURS	RATE	PROJECTED COST
2	Project Bid Assistance & Pre-Bid Meeting			
	Principal	5	\$195.00	\$ 975.00
	Construction Manager	40	\$100.00	\$ 4,000.00
	Engineer in Training	10	\$75.00	\$ 750.00
TASK 2 SUBTOTAL:				\$5,725.00
TASK NO.	DESCRIPTION	HOURS	RATE	PROJECTED COST
3	Construction & Project Management			
	Senior Project Manager	10	\$140.00	\$ 1,400.00
	Construction Manager	62	\$100.00	\$ 6,200.00
	Engineer in Training	20	\$75.00	\$ 1,500.00
TASK 3 SUBTOTAL:				\$9,100.00
TASK NO.	DESCRIPTION	HOURS	RATE	PROJECTED COST
4	Construction Engineering and Inspection (CEI) & Testing			
	Senior Inspector	260	\$75.00	\$ 19,500.00
TASK 4 SUBTOTAL:				\$19,500.00
NOT TO EXCEED GRAND TOTAL:				\$74,575.00
Reimbursable Expenses Not Included:				
<i>Cost for the following item will be submitted for reimbursement at cost:</i>				
<i>Fees for necessary permit applications submitted by Collier on behalf of the client</i>				

RESOLUTION 2018-23

A RESOLUTION AUTHORIZING CONDEMNATION FOR THE ACQUISITION OF PROPERTY
FOR THE HENPECK LANE SANITARY SEWER PROJECT

WHEREAS, the Board of Mayor and Aldermen has determined that the construction of certain sanitary sewer improvements within the City's utility district is necessary, suitable, and desirable for the public welfare; and

WHEREAS, these improvements are generally described as the construction of a sanitary sewer interceptor from the Five Mile Creek Interceptor to Henpeck Lane as shown on Exhibit A; and

WHEREAS, it will be necessary, in connection with the construction of the improvements, for the City to obtain rights-of-way (property) and easements from landowners as listed on Exhibit A; and

WHEREAS, the Board expressly finds that the City has the power of eminent domain to extend public roads, see T.C.A. §29-17-301 *et seq.* and to acquire easements and rights-of-way necessary for proper completion of the said improvements, and that the acquisition of such easements and/or rights-of-way is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City Engineer and /or City Attorney are authorized to obtain the necessary rights-of-way, permanent easements, and/or temporary easements across the properties listed in Exhibit A hereto and may enter into agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget, and supported by a qualified appraisal.

The City Engineer and City Attorney are authorized to continue negotiating with any landowner for the acquisition of the rights-of-way and/or easements without resort to condemnation. However, if an impasse is reached with a property and condemnation is the only alternative, then the City Attorney is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Engineer and/or City Attorney are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget, and supported by a qualified appraisal.

IT IS SO RESOLVED AND DONE on this the ____ day of _____, 20____.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
ERIC S. STUCKEY
City Administrator

By: _____
DR. KEN MOORE
Mayor

Approved As To Form:

Shauna R. Billingsley
City Attorney

EXHIBIT A



Tract #	Map	Parcel
1	106	153.000
2	106	152.000
3	106H "C"	17.000
4	106H "C"	76.000
5	106H "C"	78.000
6	106H "C"	79.000
7	106H "C"	80.000
8	106H "C"	62.000
9	106H "C"	61.000
10	106H "C"	60.000
11	106H "C"	59.000
12	106H "C"	47.000
13	106H "C"	46.000
14	106	9.030
15	106	26.000
16	106	9.010

[illegible]

RESOLUTION 2018-30

A RESOLUTION AUTHORIZING CONDEMNATION FOR THE ACQUISITION OF PROPERTY
FOR THE LEWISBURG PIKE TURN LANE IMPROVEMENTS PROJECT

WHEREAS, the Board of Mayor and Aldermen has determined that the construction of certain roadway improvements within the City's urban growth boundary are necessary, suitable, and desirable for the public welfare; and

WHEREAS, these improvements are generally described as the construction of a turn lane to provide a safe access to the Bushnell and Bates properties and a secondary access to the Stream Valley Subdivision; and

WHEREAS, it will be necessary, in connection with the construction of the improvements, for the City to obtain rights-of-way (property) and easements from landowners as listed on Exhibit A; and

WHEREAS, the Board expressly finds that the City has the power of eminent domain to extend public roads, see T.C.A. §29-17-301 *et seq.* and to acquire easements and rights-of-way necessary for proper completion of the said improvements, and that the acquisition of such easements and/or rights-of-way is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City Engineer and /or City Attorney are authorized to obtain the necessary rights-of-way, permanent easements, and/or temporary easements across the properties listed in Exhibit A hereto and may enter into agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget, and supported by a qualified appraisal.

The City Engineer and City Attorney are authorized to continue negotiating with any landowner for the acquisition of the rights-of-way and/or easements without resort to condemnation. However, if an impasse is reached with a property and condemnation is the only alternative, then the City Attorney is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Engineer and/or City Attorney are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget, and supported by a qualified appraisal.

IT IS SO RESOLVED AND DONE on this the ____ day of _____, 20____.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
ERIC S. STUCKEY
City Administrator

By: _____
DR. KEN MOORE
Mayor

Approved As To Form:

Shauna R. Billingsley
City Attorney

EXHIBIT A



Tract #	Map	Parcel
1	117	17.04
2	117	17.07
3	117	14.00

RESOLUTION 2018-31

A RESOLUTION AUTHORIZING CONDEMNATION FOR THE ACQUISITION OF PROPERTY
FOR THE FRANKLIN ROAD IMPROVEMENTS PROJECT

WHEREAS, the Board of Mayor and Aldermen has determined that the construction of certain roadway improvements within the City's urban growth boundary are necessary, suitable, and desirable for the public welfare; and

WHEREAS, these improvements are generally described as the construction of roadway and infrastructure improvements from the Harpeth River to Harpeth Industrial Court ; and

WHEREAS, it will be necessary, in connection with the construction of the improvements, for the City to obtain rights-of-way (property) and easements from landowners as listed on Exhibit A; and

WHEREAS, the Board expressly finds that the City has the power of eminent domain to extend public roads, see T.C.A. §29-17-301 *et seq.* and to acquire easements and rights-of-way necessary for proper completion of the said improvements, and that the acquisition of such easements and/or rights-of-way is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City Engineer and /or City Attorney are authorized to obtain the necessary rights-of-way, permanent easements, and/or temporary easements across the properties listed in Exhibit A hereto and may enter into agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget, and supported by a qualified appraisal.

The City Engineer and City Attorney are authorized to continue negotiating with any landowner for the acquisition of the rights-of-way and/or easements without resort to condemnation. However, if an impasse is reached with a property and condemnation is the only alternative, then the City Attorney is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Engineer and/or City Attorney are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget, and supported by a qualified appraisal.

IT IS SO RESOLVED AND DONE on this the ____ day of _____, 20____.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____

ERIC S. STUCKEY
City Administrator

By: _____

DR. KEN MOORE
Mayor

Approved As To Form:

Shauna R. Billingsley
City Attorney

EXHIBIT A

TAX MAP NO.	PARCEL NO.
063N	057.00
063N	056.00
063N	009.00
063N	008.00
063N	007.00
063N	006.00
063N	005.00
063N	001.00
063N	009.00
063N	007.00
063L	004.00
063L	003.00
063L	002.00
063	031.00
063L	003.00
063L	002.00
063	033.03
063L	022.00
063L	002.00
063L	001.00
063M	021.00
063M	020.00
063M	019.00
063M	018.00
063M	017.00
063M	016.00
063M	015.00
063M	014.00
063M	001.00
063N	003.00
063N	002.00
063N	001.01

RESOLUTION 2018-32

A RESOLUTION AUTHORIZING CONDEMNATION FOR THE ACQUISITION OF PROPERTY
FOR THE INTERSECTION IMPROVEMENTS PROJECT AT EAST MCEWEN DRIVE AND COOL
SPRINGS BOULEVARD/OXFORD GLEN DRIVE

WHEREAS, the Board of Mayor and Aldermen has determined that the construction of certain roadway improvements within the city limits are necessary, suitable, and desirable for the public welfare; and

WHEREAS, these improvements are generally described as the construction of improvements at the roundabout intersection of East McEwen Drive and Cool Springs Boulevard/Oxford Glen Drive; and

WHEREAS, it will be necessary, in connection with the construction of the improvements, for the City to obtain rights-of-way (i.e. real property) and easements from landowners as listed on Exhibit A; and

WHEREAS, the Board expressly finds that the City has the power of eminent domain to extend public roads, see T.C.A. §29-17-301 *et seq.* and to acquire easements and rights-of-way necessary for proper completion of the said improvements, and that the acquisition of such easements and/or rights-of-way is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City Engineer and /or City Attorney are authorized to obtain the necessary rights-of-way, permanent easements, and/or temporary easements across the properties listed in Exhibit A hereto and may enter into agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget, and supported by a qualified appraisal.

The City Engineer and City Attorney are authorized to continue negotiating with any landowner for the acquisition of the rights-of-way and/or easements without resort to condemnation. However, if an impasse is reached with a property and condemnation is the only alternative, then the City Attorney is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Engineer and/or City Attorney are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget, and supported by a qualified appraisal.

IT IS SO RESOLVED AND DONE on this the ____ day of _____, 20____.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____

ERIC S. STUCKEY
City Administrator

By: _____

DR. KEN MOORE
Mayor

Approved As To Form:

Shauna R. Billingsley
City Attorney

RESOLUTION 2018-32

EXHIBIT A

Map	Parcel
61	2.02
61	2.15
61	2.08
61	2.16

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR HILLSBORO ROAD IMPROVEMENTS PROJECT (PHASE 2)
INDEPENDENCE SQUARE TO MACK HATCHER PARKWAY-
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
COF Contract No. 2014-0160

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2018, by and between the City of Franklin, Tennessee ("City") and GRESHAM SMITH AND PARTNERS ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Hillsboro Road Improvements Project (Phase 2) Independence Square to Mack Hatcher Parkway-Construction Engineering and Inspection Services, dated the 9th day of September 2014; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of Nine Hundred Fifty-Six Thousand Eight Hundred Three and No/100 Dollars (\$956,803.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

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

WHEREAS, the Consultant has provided a Proposal, dated April 17, 2018 and as described in Attachment A, for an increase in construction engineering and inspection services in the amount not-to-exceed Eight-Four Thousand and No/100 Dollars (\$84,000.00); and

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their April 17, 2018 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 in an amount not-to-exceed Eighty-Four Thousand and No/100 Dollars (\$84,000.00).

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

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party.

An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

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

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

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

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

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

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

All other provisions of the Agreement dated September 9, 2014, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

GRESHAM SMITH AND PARTNERS

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



G R E S H A M
S M I T H A N D
P A R T N E R S

April 17, 2018

Mr. Paul Holzen, P.E.
Director of Engineering
City of Franklin
109 3rd Avenue South
P.O. Box 305
Franklin, Tennessee 37065-0305

Subject: **Request for Contract Fee Supplement**
 CEI Services-Widening of Hillsboro Road (Phase 2)
 City of Franklin, Tennessee
 GS&P Project No. 41293.00

Dear Paul:

Gresham, Smith and Partners is pleased to continue our teaming relationship with the City of Franklin by providing onsite CEI services for the Hillsboro Road Phase 2 widening project, from Independence Square to near Mack Hatcher Parkway. Our initial contract with the City for this work was executed on September 30, 2014 and our work began in January 2016. This agreement included an assumed 14-month construction duration with one additional month for project closeout.

As you know, project completion by the contractor has been extended beyond their original contract date, which has resulted in GS&P incurring extended hours and expenses providing our construction inspection and coordination services. In addition, we expended additional CEI budget for our geotechnical subconsultant to provide soil borings and specialized geotechnical services for the unanticipated sinkholes found at Claude Yates Drive and additional core sampling of the existing asphalt.

We exceeded our not-to-exceed contract amount at the end of February 2018 with our invoice dated March 8, 2018. In order to provide our services for the remaining construction tasks, we are respectfully requesting an additional contract supplement to cover our costs incurred for the services provided in March, and for an anticipated duration through July 2018.

The following is a breakdown of our fee supplement request:



Mr. Paul Holzen, P.E.
April 17, 2018
Page 2

March 2018 Services (not billed)

Project Manager	4	hrs	
Construction Manager	128	hrs	
Sen Inspector	5	hrs	
Total including expenses			\$15,000

April 2018 Services (anticipated, not billed)

Project Manager	6	hrs	
Construction Manager	128	hrs	
Sen Inspector	0	hrs	
Total including expenses			\$15,000

May 2018 Services (anticipated, not billed)

Project Manager	4	hrs	
Construction Manager	128	hrs	
Sen Inspector (asphalt plant)	40	hrs	
Total including expenses			\$18,000

June Services (anticipated, not billed)

Project Manager	4	hrs	
Construction Manager	80	hrs	
Sen Inspector	0	hrs	
Total including expenses			\$10,000

July Services (anticipated, not billed)

Project Manager	4	hrs	
Construction Manager	80	hrs	
Sen Inspector	0	hrs	
Total including expenses			\$10,000

Additional GEOTEK fees (anticipated, not billed)

Total including expenses	<u>\$6,000</u>
--------------------------	----------------

Subtotal estimated billing **\$74,000**

Contingency

Total including expenses	<u>\$10,000</u>
--------------------------	-----------------

Total supplement request **\$84,000**

This request is based on our assumption of the work remaining, which includes one month following final completion for closing out the project and submitting final records to the City. At this time the contractor is expecting to complete the project by June 1, 2018. Our monthly invoices include actual work hours performed and expenses incurred. Any fee balance remaining in our contract at project completion will not be billed, and our account can be closed.



Mr. Paul Holzen, P.E.
April 17, 2018
Page 3

Please let us know if you have any questions or need any additional information.

Sincerely,

Gresham, Smith and Partners

A blue ink signature of Mr. Robin Lovett, consisting of a large, stylized 'R' followed by a series of loops and a long horizontal stroke.

Mr. Robin Lovett, P.E.
Project Manager

A blue ink signature of Mr. Jody Vance, featuring a large, stylized 'J' followed by a series of loops and a long horizontal stroke.

Mr. Jody Vance, P.E.
Operations Manager

LR

Copy Jody Vance – GS&P

RESOLUTION 2018-33

A RESOLUTION AUTHORIZING CONDEMNATION FOR THE ACQUISITION OF PROPERTY
FOR THE SR96 WEST TRAIL PROJECT (Vera Valley Road to 5th Ave North)

WHEREAS, the Board of Mayor and Aldermen has determined that the construction of certain pedestrian improvements within the city limits are necessary, suitable, and desirable for the public welfare; and

WHEREAS, these improvements are generally described as the construction of a multipurpose trail from Vera Valley Road to 5th Ave North; and

WHEREAS, it will be necessary, in connection with the construction of the improvements, for the City to obtain rights-of-way (property) and easements from landowners as listed on Exhibit A; and

WHEREAS, the Board expressly finds that the City has the power of eminent domain to extend public roads, see T.C.A. §29-17-301 *et seq.* and to acquire easements and rights-of-way necessary for proper completion of the said improvements, and that the acquisition of such easements and/or rights-of-way is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City Engineer and /or City Attorney are authorized to obtain the necessary rights-of-way, permanent easements, and/or temporary easements across the properties listed in Exhibit A hereto and may enter into agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget, and supported by a qualified appraisal.

The City Engineer and City Attorney are authorized to continue negotiating with any landowner for the acquisition of the rights-of-way and/or easements without resort to condemnation. However, if an impasse is reached with a property and condemnation is the only alternative, then the City Attorney is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Engineer and/or City Attorney are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget, and supported by a qualified appraisal.

IT IS SO RESOLVED AND DONE on this the ____ day of _____, 20____.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____

ERIC S. STUCKEY
City Administrator

By: _____

DR. KEN MOORE
Mayor

Approved As To Form:

Shauna R. Billingsley
City Attorney

EXHIBIT A

Tax Map	Parcel
63	54
63	1.02
63P "A"	15
63P "C"	20
63P "C"	19
63P "C"	18
63P "C"	17
63P "C"	16
63P "C"	15
63O "B"	1
63	51
78B "A"	3
78B "A"	2
78B "D"	18
78B "D"	17
78B "D"	19
78B "D"	16
78B "D"	14
78B "D"	18
78B "D"	17

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR MACK HATCHER PARKWAY EXTENSION WATER AND SANITARY
SEWER RELOCATIONS PROJECT
COF Contract No. 2011-0076**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 20__, 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 Mack Hatcher Parkway Extension Water and Sanitary Sewer Relocations Project (COF Contract No. 2011-0076), dated the 10th day of May 2011; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00), as authorized by the City Engineer and as detailed in the fee schedule; and

WHEREAS, on June 11, 2017, the Board of Mayor and Aldermen approved an Amendment 1 to the Professional Services Agreement with the Consultant for additional design work in an amount not to exceed THIRTY-FIVE THOUSAND FOUR HUNDRED AND NO/DOLLARS (\$35,400.00); and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to other utility placement in close proximity of the sanitary sewer during the widening of Hillsboro Road; and

WHEREAS, the Consultant has provided a proposal for an increase in engineering services, as described in Exhibit A dated January 3, 2018, in the amount not to exceed **SEVEN THOUSAND EIGHT HUNDRED FIFTY AND NO/DOLLARS (\$7,850.00)**; 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 January 3, 2018, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed **SEVEN THOUSAND EIGHT HUNDRED FIFTY AND NO/DOLLARS (\$7,850.00).**

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated May 10, 2011, and Amendment 1 dated June 11, 2017, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

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:

Tiffani M. Pope, Staff Attorney



January 3, 2018

Ms. Patricia McNeese, P.E.
City of Franklin Water Management Department
124 Lumber Drive
Franklin, TN 37064

RE: **CITY OF FRANKLIN, TENNESSEE**
Hillsboro Road / Mack Hatcher Parkway Sewer
Fee Proposal
SSR No. 17-41-031.0

Dear Ms. McNeese:

As you requested, we are pleased to provide a proposal for engineering services in conjunction with the design of the Hillsboro Road / Mack Hatcher Parkway Sewer. This work will consist of designing approximately 575 linear feet of 8" PVC gravity sewer and approximately three (3) 4' diameter manholes. Our services will also include one (1) review meeting with the City Water Management Department, the preparation of four (4) easement descriptions and exhibits for construction and TDEC plans submittal. It is assumed that the project will be constructed according to the City's state approved specifications for sewer construction and specifications are not required. We propose to provide all the services described above for a lump sum fee of **\$7,850.00**. Reimbursable expenses related to travel, printing, postage/shipping, permits and other appropriate project related charges are included in the fee above. Bidding and Construction Administration services are not included under this proposal. If requested, an amendment to the agreement can be made for these services.

We appreciate the opportunity to continue to work with the City of Franklin. If the City is in agreement with the terms of this proposal, we will then execute a formal agreement with the City. If you have any questions or concerns regarding this proposal, please do not hesitate to call me at (615)460-0543.

Sincerely,
SMITH SECKMAN REID, INC.

A handwritten signature in black ink, appearing to read "Paolo Fonda", is written over a faint, larger signature.

Paolo M. Fonda, P.E.

Cc: ATJ, File (1)

**AMENDMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE GOOSE CREEK SANITARY SEWER EXTENSION
PROJECT FROM WEST OF I-65 TO THE EAST SIDE OF I-65
COF Contract No. 2014-0177**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 201_, by and between the **City of Franklin, Tennessee** ("City") and **HETHCOAT & DAVIS, INC.** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Professional Services Agreement For the Goose Creek Sanitary Sewer Extension Project from West of I-65 to the East Side of I-65 ("Project"), dated the 9th day of September 2014; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of \$120,725.00; and,

WHEREAS, the City and the Consultant amended this agreement through Amendment No 1 To Professional Engineering Services For the Goose Creek Sanitary Sewer Extension Project from West of I-65 to the East Side of I-65 (COF Contract No. 2014-0177), dated the 8th day of September, 2015; and

WHEREAS, said Amendment No. 1 stipulated that the Consultant would be paid a not to exceed fee of \$11,810.00, as detailed in the Fee Schedule; and

WHEREAS, the City and the Consultant amended this agreement through Amendment No. 2 To Professional Engineering Services For the Goose Creek Sanitary Sewer Extension Project from West of I-65 to the East Side of I-65 (COF Contract No. 2014-0177), dated the 22nd day of November, 2016; and

WHEREAS, said Amendment No 2 stipulated that the Consultant would be paid a not to exceed fee of \$26,605.00, as detailed in the Fee Schedule; and

WHEREAS, the City and the Consultant amended this agreement through Amendment No. 3 To Professional Engineering Services For the Goose Creek Sanitary Sewer Extension Project from West of I-65 to the East Side of I-65 (COF Contract No. 2014-0177), dated the 8th day of August, 2017; and

WHEREAS, said Amendment No. 3 stipulated that the Consultant would be paid a not to exceed fee of \$12,800.00, as detailed in the Fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional engineering services related to construction services support to fully complete the Project's final construction; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services for the Goose Creek Sanitary Sewer Extension Project from West of I-65 to the East Side of I-65, as described in Attachment A dated March 26, 2018, in the amount not to exceed **FIVE THOUSAND FIVE HUNDRED AND NO/DOLLARS (\$5,500.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an amendment to the Agreement to include the additional engineering services as stated above for the Project as proposed by the Consultant.

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

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

2. Consultant's Responsibilities and Duties. The Consultant shall perform the work as proposed in the Scope as found in the March 26, 2018, letter of proposal (**Attachment A**) which includes the Scope of Services for this Amendment. Attachment A shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. The City shall pay the Consultant in an amount not to exceed **FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$5,500.00)** for the additional services as described in Attachment A.

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 September 9, 2014, Amendment 1 dated September 8, 2015, Amendment 2 dated November 22, 2016, and Amendment 3 dated August 8, 2017 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

HETHCOAT & DAVIS, INC.

By: _____

Dr. Ken Moore

Mayor

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

Attest:

Eric S. Stuckey

City Administrator

Date: _____

Approved as to form:

Tiffani M. Pope, Staff Attorney



March 26, 2018

Ms. Patricia McNeese, PE
City of Franklin
109 Third Avenue South
Franklin, TN 37064

**Re: Request for Additional Engineering Services related to
Construction Services Support
Fire Hall Sewer Extension**

Dear Patricia:

We are requesting an additional service amendment for additional services related to additional construction services for the current Fire Hall Sewer Extension project.

The current project was issued a revised completion date of October 7, 2017. Dynamic Construction, LLC did not meet that date and since that time, testing and work on punch list items has been underway. We had enough remaining engineering budget to cover our continued efforts for November, December and January but since that time, no engineering funds remain. However, we are continuing to work and there are several tasks that remain to be completed related to construction administration services. The remaining tasks include:

- Site visit(s) and oversight of punch list items to insure completion.
- Prepare and review final contractor submittal package to include
 - Release of Liens
 - Consent of Surety for Final Payment
 - Issuance of Substantial Completion Document
 - Review and approval of Final Pay Estimate
 - Prepare Final Adjusting Change Order for approval
 - Transmittal of close-out package to the City

In addition to these construction administration tasks, preparation of as-built drawings was not included in our original scope of work. We currently possess the as-built information provided by the contractor, but this is limited to simple "red-line" mark-ups of a set of plans. As we discussed, it is the City's desire for H&D to utilize this contractor provided information to prepare an as-built set of plans utilizing the original design documents for your permanent records.



The cost for these additional services is as follows:

- Additional construction administration services to complete the tasks outlined above - \$3,000
- Utilize contactor furnished information and prepare as-builts using original design plans for permanent record of as-built for the City archives - \$2,500.

We therefore respectfully request a contract amendment in the lump sum amount of \$5,500.00.

We sincerely appreciate the opportunity to work with you and the City of Franklin. If you should have any questions or require additional information, please call.

Hethcoat & Davis, Inc.

A handwritten signature in blue ink, appearing to read "Keith Davis".

Keith Davis, PE,
Secretary

Cc: Cory Borum, H&D

Request for Construction
Change Order No. 3

City of Franklin
Water Management
124 Lumber Drive
Franklin, TN 37064

Contract No.	2015-0062
Project	Water Plant Modifications

Whereas, we JUDY CONSTRUCTION COMPANY INC. entered into a contract with the CITY OF FRANKLIN, on August 25, 2015, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

- Change Control Form (CCF) 033: Replace the existing Alum Tanks adjacent to the Chemical Building; add chemical tank sensors; remove the alum chemical pump in the Chemical Building; relocate the alum day tank into the pump pit where the Chemical pump is currently located (10 days)
- CCF 041: Additional pipe removal at existing filter building pipe gallery (1 day)
- CCF 046: Remove existing filter media including LS proposal from Eagle Industrial Services and Judy Construction OH&P to facilitate the work (7 days)
- CCF 048: Addition of electrical to include HS pump thermistors and motor heaters as requested (2 days)
- CCF 049: Addition of one turbidimeter; including installation, piping, programming, setup, testing (2 days)
- CCF 051: Time and material performed by Judy Construction to complete concrete repairs within the existing clearwell (3 days)
- CCF 052: Time and material performed by Judy Construction to complete pipe gallery demo within the existing WTP filter building (7 days)
- CCF 056: Remove and dispose of backwash troughs and surface wash systems at existing gravity filters; completed on a time and material basis(2 days)
- CCF 058: The addition of two (outside & inside) eyewash shower fixtures at the peroxide building; install includes valving and venting modifications required (14 days)

Attachments (List documents supporting change):

- CCF 033:
- CCF 041:
- CCF 046:
- CCF 048:
- CCF 049:
- CCF 051:
- CCF 052:
- CCF 056:
- CCF 058:

CHANGE IN CONTRACT PRICE:
Original Contract Price
\$14,018,000.00
Net increase (Decrease) from previous Change Orders
No. 0 to 1:
-\$171,937.53
Contract Price prior to this Change Order:
\$13,846,062.47
Net increase (decrease) of this Change Order:
-\$21,700.00
Contract Price with all approved Change Orders:
<u>\$13,824,362.47</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times:
Substantial Completion:
10/25/17
Ready for final payment:
11/24/17
Net change from previous Change Orders No. 0 to 1:
Substantial Completion: 10/25/17
Ready for final payment: 11/24/17
Contract Times prior to this Change Order:
Substantial Completion: 3/22/18
Ready for final payment: 4/21/18
Net increase this Change Order: 48 days
Substantial Completion: 5/9/18
Ready for final payment: 7/9/18
Contract Times with all approved Change Orders:
Substantial Completion: 5/9/18
Ready for final payment: 7/9/18

Now, Therefore, We, Judy Construction, 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: _____ ENGINEER	BY: _____ WATER MANAGEMENT DIRECTOR
DATE: _____	DATE: _____

BY: _____ PROJECT MANAGER
DATE: _____

ACCEPTED:

APPROVED:

BY: _____ CONTRACTOR (AUTHORIZED SIGNATURE) DATE: _____	BY: _____ OWNER (AUTHORIZED SIGNATURE) DATE: _____
---	--



March 7, 2018

Mrs. Michelle Hatcher – Director
Franklin Water Management Department
124 Lumber Drive
Franklin, Tennessee 37064

Re: Franklin Water Treatment Plant Modifications
COF Contract Number: 2015-0062
Change Order No. 003

Dear Michelle,

Please find the attached information pertaining to Change Order No. 003 for the Water Treatment Plant project contracted to Judy Construction. This Change includes:

- 1) An Increase in the Contract Time to Substantial Completion of forty-eight (48) days associated with Changes on the project that we recognize have delayed the critical path and therefore recommend an increase of time.
- 2) A change in the Contract Time between Substantial Completion and Final Completion from thirty (30) days to sixty (60) days. This extension is to allow satisfactory time for the Contractor to complete the additional improvements across the facility which are being funded from the project's contingency and allowance funds which are not required for Substantial Completion. Examples of work to be completed during this period include the installation of two (2) new flow control valves within the existing pipe gallery, added paving work to provide uniform surfacing across the site, exterior repair and painting of the existing buildings on site, and light fixture upgrades within the existing plant. During this period, only the valve installation will require a short interruption of plant operations.

As you are aware, the project remains on track in regards to the goal of achieving water production this month. Suez (formerly GE) has commenced their 5-day performance testing period, and we expect the Contractor's 30-day Phase I start-up required to meet Substantial Completion will commence next week. Additionally, we anticipate TDEC's approval to allow water to enter the distribution system in the coming days.

Please review the information as your earliest convenience and do not hesitate to contact us should you have any questions.

Sincerely,

SMITH SECKMAN REID, INC.

A handwritten signature in blue ink, appearing to read "A. Johnson", is written over a white background.

Andrew Johnson, P.E.

cc: Brian Goodwin, Patricia McNeese - FWMD
JAG, KDM – SSR
File (7)



SMITH
SECKMAN
REID, INC.

CHANGE ORDER NO. 003

Date Issued:	03/06/2018	Effective Date:	
Project:	WTP Modifications	Contract No.:	2015-0062
Owner:	City of Franklin	Owner's Project No.:	2015-0062
Engineer:	Smith Seckman Reid, Inc.	SSR Project No.:	12-41-013.0
Contractor:	Judy Construction Co.	Government Project No.:	N/A

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

Description of Change (Including Location and Reasons Therefore)

This change order adds 48 days to the Construction Timeline to Substantial Completion for additional work performed by the contractor. These days are related to additional work performed by the contractor which have caused deferred the critical path of the project to the Substantial Completion Date. As with prior changes in contract time under this project, it had been mutually agreed to that the time element of Project Changes (documented by CCF form) funded with construction contingency or allowance dollars in the contract, would be grouped for the time request.

The CCFs associated with this time increase are CCF 33, CCF 41, CCF 46, CCF 48, CCF 49, CCF 51, CCF 52, CCF 56 and CCF 58. Each form is attached herein.

This change also increases the time between Substantial Completion and Final Completion from 30 days to 60 days. This is requested due to the contingency and allowance work being performed at the facility under CCFs which are not on the critical path to plant operation.

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

	AMOUNT		CONTRACT TIME
Original Contract Price	\$14,018,000.00	Substantial Completion Date Prior to Change Order	3/22/2018
Contract Price Prior to Change Order	\$13,824,362.47	Final Payment Date Prior To Change Order	4/21/2018
Net Amount This Change Order	0	Net Time This Change Order	48 days ¹
Revised Contract Price	\$13,824,362.47	Revised Substantial Completion Date	5/9/2018
		Revised Final Payment Date (60 days)	7/9/2018

1: Change also increases time between Substantial Completion and Final Completion from 30 to 60 days

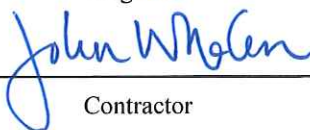
Recommended By:


Engineer

03/06/2018

Date

Accepted By:


Contractor

3/7/2018

Date

Approved By:

Owner

Date

Franklin WTP

Contractor Time Extension Request - CO 003

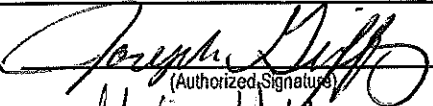
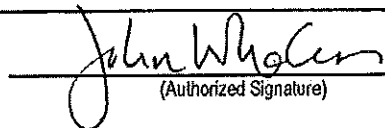
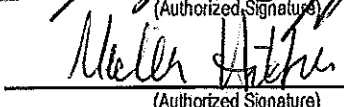
CCF	Description	Reason	Contractor Days Requested	Engineer Recommendation	Status
001	Select Calgon GAC	Credit	0	0	
002	Select Sludge Collection Alternate	Credit	0	0	
003	Delete 360Water	Credit	0	0	
004	<i>Revised Electrical Site Plan</i>	<i>Unforeseen Condition</i>	14	10	Approved CO 002
005	Credit for Unused Portion of MTEMC Allowance	Credit	0	0	
006	AT&T Relocation Work	Unforeseen Condition	0	0	
007	<i>Comcast / Utility Relocation Work</i>	<i>Other</i>	56	56	Approved CO 001
008	RWPS Electrical Connection Clarification	Other	0	0	
009	High Service Pump MCC Relocation	Other	0	0	
010	Additional Tree Removal	Owner Directed	0	0	
011	<i>21" Drain Line and Manhole Improvements</i>	<i>Unforeseen Condition</i>	28	28	Approved CO 002
012	Duct Relocation in GAC Room	Other	0	0	
013	Lighting Revision at GAC Room	Other	2	0	
014	Door Location/Type Revision at Electrical Room	Unforeseen Condition	1	0	
015	<i>Additional 16" Finished Water Line</i>	<i>Unforeseen Condition</i>	7	7	Approved CO 002
016	<i>Relocation of Existing Electrical @ Tank Pad</i>	<i>Unforeseen Condition</i>	7	7	Approved CO 002
017	Modification to Top Slab / Hatch at RWPS	Unforeseen Condition	7	0	
018	Linestop and Valve Work	Unforeseen Condition	7	0	
019	Change Door Height at Electrical/Chemical Rms	Unforeseen Condition	1	0	
020	Wiring Changes 01	Unforeseen Condition	0	0	
021	Programming for Control Valves at GAC	Other	0	0	
022	Grout at Backwash Trench Pit	Unforeseen Condition	3	0	
023	Electrical Changes to Panel HA	Other	0	0	
024	<i>HVAC at Peroxide Building</i>	<i>Other</i>	7	4	Approved CO 002
025	Waste Piping Relocation	Unforeseen Condition	0	0	
026	Change Air Piping from SST to HDPE	Credit	0	0	
027	Additional Programming for Fire Protection Alarm	Owner Directed	2	0	
028	GE Membrane Assembly	Owner Directed	0	0	
029	<i>Structural Changes at Treatment Bldg.</i>	<i>Other</i>	21	14	Approved CO 002
030	<i>Replace Sludge Collection Piping</i>	<i>Owner Directed</i>	10	7	Approved CO 002
031	Occupancy Sensor at Membrane Building	Owner Directed	2	0	
032	Additional Fire Alarm Equipment	Owner Directed	7	0	
033	New Bulk Alum Tanks (2) and associated Work	Owner Directed	14	10	Pending CO 003
034	Settling Basin Effluent Piping Modifications	Unforeseen Condition			Not Required
035	<i>Neutral for Secondary Feed</i>	<i>Unforeseen Condition</i>	1	1	Approved CO 002
036	<i>Exterior Metal Framing Adjustment</i>	<i>Unforeseen Condition</i>	21	14	Approved CO 002
037	CIP Pump Starters	Other	0	0	
038	Guardrail Replacement at Basins	Owner Directed	14	0	
039	Replace Passage Hardware Set with Lockable Panic Bar Set between SP 102 and 103.	Owner Directed	2	0	
040	Additional paving (complete plant site)	Owner Directed	0	0	
041	Additional Pipe Removal at Existing Filter Pipe Gallery	Owner Directed	1	1	Pending CO 003
042	Unit Heater Relocation	Unforeseen Condition	0	0	
043	Add (1) Type HB1 light fixture in the Main Room of the M	Owner Directed	0	0	
044	Add check valves to sanitary drains at Main Bldg.	Other	0	0	
045	Architectural improvements at existing buildings	Owner Directed	0	0	
046	Remove and dispose of existing filter media	Owner Directed	7	7	Pending CO 003
047	Add hydrogen peroxide sensor	Owner Directed	0	0	
048	HSP motor heater conduit/wire/thermistors	Other	2	2	Pending CO 003
049	Installation/programming of combined GAC turbidimeter.	Other	2	2	Pending CO 003
050	Automatic control valves on feedwell supply line	Owner Directed	0	0	
051	Feedwell concrete repairs @ existing facility	Owner Directed	3	3	Pending CO 003
052	Pipe gallery demo work @ existing facility	Owner Directed	7	7	Pending CO 003
053	Replace existing day tank scale controllers (3 Pricing Options Received)	Owner Directed	0	0	
054	Coating steel floor plates in membrane room.	Other	0	0	
055	Replace lights in existing filter pipe gallery	Owner Directed	0	0	
056	Remove and dispose of backwash troughs and surface wash systems @ existing filters	Owner Directed	2	2	Pending CO 003
057	Add Sidewalk	Owner Directed	0	0	
058	Peroxide area modifications	Other	14	14	Pending CO 003
SUMMATION Change Order No. 3			52	48	

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



CCF# **033**
Date Issued: **4/11/17**

CHANGE CONTROL FORM (CCF)

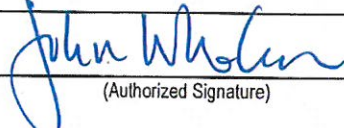
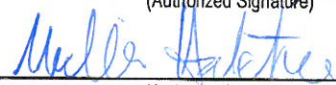
Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Replace the existing Alum Tanks adjacent to the Chemical Building. Add chemical tank sensors. Remove the alum chemical pump in the Chemical Building. Relocate the Alum Day Tank into the pump pit where the Chemical Pump is currently located.			
(Attach Supporting Documentation)			
Requested By:	OWNER		
This Document is a:	REQUEST FOR PROPOSAL (RFP)		
Drawing(s) Reference:	SK-1, SK-2, SK-3	Spec. Reference:	Spec 43 41 43
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add	\$129,114.00	
☐ No Change in Contract Time is required.	☒ A Change in Contract Time is required:	TBD days	
Engineer:	Contractor:		
 (Authorized Signature)	 (Authorized Signature)		
Owner:	☒ Recommends Acceptance		
 (Authorized Signature)	☐ Recommends Rejection		
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:	Date:		
Authorized by Owner:	Date:		
Accepted by Contractor:	Date:		
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:	Date:		
Directed by Engineer:	Date:		
Accepted by Contractor:	Date:		

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



CCF# **041**
Date Issued: **10/31/17**

CHANGE CONTROL FORM (CCF)

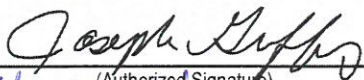
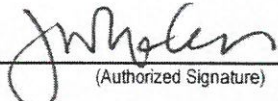
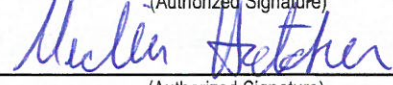
Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Additional pipe removal at existing filter building pipe gallery.			
(Attach Supporting Documentation)			
Requested By:	OWNER		
This Document is a:	CONTRACTOR CHANGE REQUEST (CCR)		
Drawing(s) Reference:	None	Spec. Reference:	None
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add/Ded	\$2,130.00	
☐ No Change in Contract Time is required.	☒ A Change in Contract Time is required:	1 days	
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance	☐ Recommends Rejection
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

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



CCF# **046**
Date Issued: **1/16/18**

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062				
Project Name:	Franklin Water Treatment Plant Modifications				
Engineer:	Smith Seckman Reid, Inc.				
Contractor:	Judy Construction Company				
DESCRIPTION OF CHANGE					
Total cost to remove existing Filter Media including LS proposal from Eagle Industrial Services (\$16,000.00) and Judy Construction OH&P to facilitate the work.					
(Attach Supporting Documentation)					
Requested By:	CONTRACTOR				
This Document is a:	CONTRACTOR CHANGE REQUEST (CCR)				
Drawing(s) Reference:	N/A	Spec. Reference:	N/A		
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM					
We propose to perform the Work or make the Claim described above for the following change in Contract					
Cost and Contract Times:					
☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add/Ded	\$18,584.00			
☐ No Change in Contract Time is required.	☒ A Change in Contract Time is required:	7 days			
Engineer:	 (Authorized Signature)		Contractor:	 (Authorized Signature)	
Owner:	 (Authorized Signature)		☒ Recommends Acceptance		
			☐ Recommends Rejection		
WORK CHANGE DIRECTIVE					
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.					
Recommended by Engineer:			Date:		
Authorized by Owner:			Date:		
Accepted by Contractor:			Date:		
FIELD ORDER					
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.					
Recommended by RPR:			Date:		
Directed by Engineer:			Date:		
Accepted by Contractor:			Date:		

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



CCF# **048**
Date Issued: **1/26/18**

CHANGE CONTROL FORM (CCF)

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

DESCRIPTION OF CHANGE

Addition of electrical to include HS pump thermistors and motor heaters as requested

(Attach Supporting Documentation)

Requested By:	CONTRACTOR		
This Document is a:	CONTRACTOR CHANGE REQUEST (CCR)		
Drawing(s) Reference:	NONE	Spec. Reference:	NONE

REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM

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

- | | | |
|--|--|-------------------|
| ☐ No Change in Contract Amount is required. | ☒ A Change in Contract Amount is required: Add/Ded | \$3,665.00 |
| ☐ No Change in Contract Time is required. | ☒ A Change in Contract Time is required: | 2 days |

Engineer:

(Authorized Signature)

Contractor:

(Authorized Signature)

Owner:

(Authorized Signature)

☒ Recommends Acceptance

☐ Recommends Rejection

WORK CHANGE DIRECTIVE

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

Recommended by Engineer:

Date:

Authorized by Owner:

Date:

Accepted by Contractor:

Date:

FIELD ORDER

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

Recommended by RPR:

Date:

Directed by Engineer:

Date:

Accepted by Contractor:

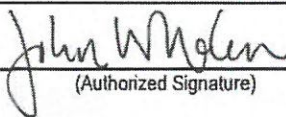
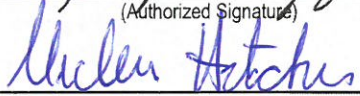
Date:

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



CCF# **049**
Date Issued: **2/7/18**

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Additon of one turbidimeter; including installation, piping, programming, setup, testing			
(Attach Supporting Documentation)			
Requested By:	CONTRACTOR		
This Document is a:	CONTRACTOR CHANGE REQUEST (CCR)		
Drawing(s) Reference:	NONE	Spec. Reference:	NONE
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add/Ded	\$2,718.00	
☐ No Change in Contract Time is required.	☒ A Change in Contract Time is required:	2 Days	
Engineer:	Contractor:		
 (Authorized Signature)	 (Authorized Signature)		
Owner:	☒ Recommends Acceptance		
 (Authorized Signature)	☐ Recommends Rejection		
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:	Date:		
Authorized by Owner:	Date:		
Accepted by Contractor:	Date:		
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:	Date:		
Directed by Engineer:	Date:		
Accepted by Contractor:	Date:		

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



CCF# **051**
Date Issued: **1/8/18**

CHANGE CONTROL FORM (CCF)

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

DESCRIPTION OF CHANGE

Time and Materail Work Performed by Judy Construction to complete Concrete Repairs within the Existing Clearwell.

(Attach Supporting Documentation)

Requested By: **CONTRACTOR**
This Document is a: **CONTRACTOR CHANGE REQUEST (CCR)**
Drawing(s) Reference: **N/A** Spec. Reference: **N/A**

REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM

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

☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add/Ded \$5,047.00
☐ No Change in Contract Time is required.	☒ A Change in Contract Time is required: 3 days

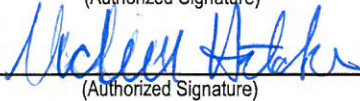
Engineer:


(Authorized Signature)

Contractor:


(Authorized Signature)

Owner:


(Authorized Signature)

☒ Recommends Acceptance
☐ Recommends Rejection

WORK CHANGE DIRECTIVE

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

Recommended by Engineer:

Date:

Authorized by Owner:

Date:

Accepted by Contractor:

Date:

FIELD ORDER

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

Recommended by RPR:

Date:

Directed by Engineer:

Date:

Accepted by Contractor:

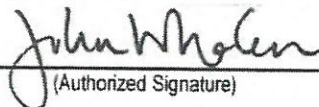
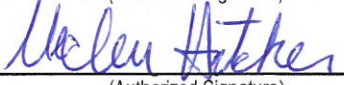
Date:

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



CCF# **052**
Date Issued: **1/8/18**

CHANGE CONTROL FORM (CCF)

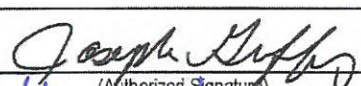
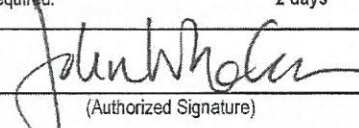
Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Time and Materail Work Performed by Judy Construction to complete Pipe Gallery Demo within the Existing WTP Filter Building.			
(Attach Supporting Documentation)			
Requested By:	CONTRACTOR		
This Document is a:	CONTRACTOR CHANGE REQUEST (CCR)		
Drawing(s) Reference:	N/A	Spec. Reference:	N/A
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add/Ded	\$7,468.00	
☐ No Change in Contract Time is required.	☒ A Change in Contract Time is required:	7 days	
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance	☐ Recommends Rejection
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

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



CCF# **056**
Date Issued: **1/18/18**

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
Remove and dispose of backwash troughs and surface wash systems at existing gravity filters. Completed on a time and material basis.			
(Attach Supporting Documentation)			
Requested By:	OWNER		
This Document is a:	CONTRACTOR CHANGE REQUEST (CCR)		
Drawing(s) Reference:	N/A	Spec. Reference:	N/A
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add	\$4,153.00	
☐ No Change in Contract Time is required.	☒ A Change in Contract Time is required:	2 days	
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	 (Authorized Signature)	☒ Recommends Acceptance	☐ Recommends Rejection
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

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



CCF# **058**
Date Issued: **3/6/18**

CHANGE CONTROL FORM (CCF)

Owner Contract No.	2015-0062		
Project Name:	Franklin Water Treatment Plant Modifications		
Engineer:	Smith Seckman Reid, Inc.		
Contractor:	Judy Construction Company		
DESCRIPTION OF CHANGE			
The addition of two (outside & inside) eyewash shower fixtures at the peroxide building. Install includes valving and venting modifications required.			
(Attach Supporting Documentation)			
Requested By:	CONTRACTOR		
This Document is a:	CONTRACTOR CHANGE REQUEST (CCR)		
Drawing(s) Reference:	D1.1-09 (attached)	Spec. Reference:	Divison 22
REQUEST FOR PROPOSAL / CHANGE REQUEST / CLAIM			
We propose to perform the Work or make the Claim described above for the following change in Contract			
Cost and Contract Times:			
☐ No Change in Contract Amount is required.	☒ A Change in Contract Amount is required: Add/Ded	\$24,564.00	
☐ No Change in Contract Time is required.	☒ A Change in Contract Time is required:	14 days	
Engineer:	 (Authorized Signature)	Contractor:	 (Authorized Signature)
Owner:	_____ (Authorized Signature)	☐ Recommends Acceptance	☐ Recommends Rejection
WORK CHANGE DIRECTIVE			
You are directed to proceed to make the changes to the Work described in this Work Change Directive. Any change in Contract Price or Contract Time will be determined in accordance with the General Conditions.			
Recommended by Engineer:		Date:	
Authorized by Owner:		Date:	
Accepted by Contractor:		Date:	
FIELD ORDER			
This Field Order issued in accordance with the General Conditions for minor changes in the Work without changes in the Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Times is required, notify the Resident Project Representative immediately and before proceeding with the Work.			
Recommended by RPR:		Date:	
Directed by Engineer:		Date:	
Accepted by Contractor:		Date:	

April 18, 2018

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Paul Holzen, City Engineer/Director of Engineering
Jonathan Marston, Assistant Director of Engineering

SUBJECT: Status Report for Transportation, Stormwater, and Parks Capital Projects

Purpose

The purpose of this memo is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of some of the City's transportation, stormwater, and parks capital projects.

Transportation

Mack Hatcher Parkway Northwest Extension (SR-96 West to Hillsboro Road)	
Key Dates:	Design Start – August 14, 2007 (BOMA Approval); Re-Design Completion – October 2017; ROW Start – December 2009; ROW Completion – December 2017; Construction Bid Date – TBD
Cost:	Design – \$3,502,501; ROW – \$13,397,520 (Provided by TDOT); Construction – \$48,200,000 (Provided by TDOT)
Status Update:	On May 9, 2017, TDOT released its annual 3-year (FY 2018-2020) transportation program. The construction of Mack Hatcher Parkway, from Highway 96 West (SR-96) to Hillsboro Road (SR-106) is included in the list of projects. It is programmed to receive funding in FY 2018. TDOT has requested changes to the proposed property acquisition of 1 property. These changes will delay the construction letting. Staff continues to work with TDOT to minimize that delay.

Hillsboro Road Improvements Phase 2 (Independence Square to Mack Hatcher Parkway)	
Key Dates:	Design Start – March 24, 2008 (BOMA Approval); Design Completion – March 2015; ROW Start – March 2013; ROW Completion – May 2015; Bid Date – January 2016; Construction Start – April 18, 2016; Original Construction Completion – June 21, 2017 (430 calendar days); Current Construction Completion – November 22, 2017 (CO#1 Additional 154 Calendar Days; 584 Calendar Days based upon delays and utility conflicts) *Denotes Estimated Date
Cost:	Design – \$1,324,221 (Design fees include the SR96-IndSq Project as well); ROW –

	\$3,000,000; Construction Bid – \$11,995,005.13 (\$1,750,000 Reimbursable through State and Federally Approved Funding; Includes AT&T and ATMOS Reimbursable items totaling \$441,677.00); Current Construction – \$12,049,584.48 (CO#1)
Status Update:	Because of contractor and utility delays, work is still ongoing. Final project completion (asphalt topping and punch list items) should be completed in Spring 2018. Liquidated Damages are currently being assessed at \$1,600 a day until substantial completion is reached. Final asphalt topping is scheduled for the last week of March, during Franklin High spring break.

Hunters Bend Elementary Safe Routes to School	
Key Dates:	Design Start- January 2014; Design Complete – December 2015; ROW Acquisition - N/A; Construction Start – April 24, 2017; Construction Complete – January 31, 2018 <i>*Denotes Estimated Date</i>
Cost:	Design/Inspection - \$157,955; Construction - \$673,076
Status Update:	Concrete and retaining wall work is complete. However, the contractor continues to work on final grading and site clean-up. Latest schedule shows completion in March. Work is past contract completion date of January 31 st .

Murfreesboro Road (SR-96) Sidewalk (Pinkerton Park to Mack Hatcher Parkway)	
Key Dates:	Design Start- June 2014; Design Complete – June 2017; ROW Acquisition Complete – August 2017; Construction Start – August 14, 2017; Construction – May 2018* <i>*Denotes Estimated Date</i>
Cost:	Total – \$1,511,299.81
Status Update:	Concrete crews are placing sidewalk. Contractor is hauling topsoil and dressing slopes. Traffic signal pole foundations are in place. Driveways will begin to be poured next week. Sewer work requested by COF (402' of old line removed and replaced) near Pinkerton Park is complete.

Franklin Road Corridor Improvements (Harpeth River Bridge to Harpeth Industrial Court)	
Key Dates:	Design Start- January 2015; Design Complete – December 2017*; ROW Acquisition Start - March 2018*; Construction Start – March 2019* <i>*Denotes Estimated Date</i>
Cost:	Total - \$10,344,250.00 (Estimated)
Status Update:	Final design updates are still ongoing. Final water and sanitary sewer plans are complete. The right-of-way acquisition process will begin this Spring. A public meeting was held on March 20 th .

East McEwen Drive Phase 4 Improvements (Cool Springs Boulevard to Wilson Pike)	
Key Dates:	Design Start – April 2015; NEPA Completion – May 2018*; Design Completion – October 2018*; ROW Acquisition Start – October 2018*; ROW Acquisition End –

	December 2019*; Construction Start – January 2020*; Construction End – May 2022 <i>*Denotes Estimated Date</i>
Cost:	Design - \$1,210,000 (Preliminary - \$497,000; Final - \$713,000); NEPA - \$125,018 ROW Acquisition – TBD; Construction – TBD
Status Update:	All individual technical studies are complete. The consultant is preparing to submit the final environmental document for final review and approval by TDOT and FHWA. RFQ's for right of way appraisal were received on March 13, 2018, and will be awarded after review by staff.

Columbia Avenue Widening & Improvements (Mack Hatcher Parkway to Downs Boulevard)	
Key Dates:	Design Start - February 14, 2017 (BOMA Approved); Design Completion – February 2018*; ROW Start– March 2018*; ROW End – July 2018*; Construction Start – July 2018*; Construction End – December 2018* <i>*Denotes Estimated Date</i>
Cost:	Design - \$74,995.00; ROW – TBD; Construction – TBD;
Status Update:	The Board has selected the five-lane access management option. Staff is working to prepare exhibits to facilitate discussions with the BOMA about utilities and bicycle/pedestrian facilities for this project.

East McEwen Drive Roundabout Modifications	
Key Dates:	Design Start – March 2017; Design Complete– May 2018*; ROW Start – May 2018*; ROW Complete – September 2018*; Construction – TBD <i>*Denotes Estimated Date</i>
Cost:	Preliminary Design/Environmental – \$1,070,450.00; Final Design - \$1,000,000.00*; ROW - \$4,000,000.00*; Construction - \$15,000,000.00*. Currently funded by 80% Federal/20% State/0% Local. Total project estimate is \$21MM. <i>*Denotes Estimated Cost per MPO TIP, FY2014-2017</i>
Status Update:	Designer is working to finalize plans. ROW anticipated to start in May 2018. Depending upon the completion of the ROW process, construction could begin later this year.

Intersection Improvements at Mallory Lane and Liberty Pike	
Key Dates:	Design Start – February 14, 2017 (BOMA Approved); Design Completion – TBD; ROW – TBD; Construction – TBD
Cost:	Design - \$229,965.00; ROW – TBD; Construction – TBD;
Status Update:	Designer is working on the completion of plans. Draft right-of-way plans were submitted on 1-10-18 and are currently being reviewed by City staff.

Stormwater

100-Block Battle Avenue Drainage Improvements	
Key Dates:	Design Start – July 24, 2012 (BOMA Approved); Design Completion – April 2018*; Easement Acquisition Start – December 2017; Easement Acquisition Completion – June 2018*; Bid Date – July 2018*; Construction Start – September 2018*; Construction Completion – March 2019* <i>*Denotes Estimated Dates</i>
Cost:	Initial Study – \$46,500.00; Final Design – \$131,700.00 (Including Amendment 1 of \$68,200.00); Construction Estimate- \$1,270,000.00
Status Update:	At the April CIC meeting, staff will provide an in-depth update on this project for further discussion.

Jordan Branch of Spencer Creek (Cool Springs East) Stream Restoration	
Key Dates:	Design Start – May 26, 2015 (BOMA Approved); Design Completion – June/July 2018*; ROW/Easement Acquisition – May 2018*; Construction - TBD <i>*Denotes Estimated Dates</i>
Cost:	Design - \$113,445.00; Construction Estimate - \$750,000
Status Update:	The additional archaeological investigations began on April 18 th and will continue for approximately 2 weeks.

Ralston Creek (Liberty Hills) Stream Restoration	
Key Dates:	Feasibility Study Start – November 19, 2015 (BOMA Approved); Feasibility Study Completion – April 2017; Design Start – September 2017; Design End – TBD; ROW/Easement Acquisition – TBD; Construction - TBD
Cost:	Design - \$68,700.00
Status Update:	Feasibility Study Complete. Consultant working on a stream bank stabilization project and updating the model to determine exact floodplain to present at a public meeting. A public meeting will be scheduled for May/June 2018 to determine how to proceed with the project and to provide an overview of the feasibility study.

Harpeth River Bank Stabilization at the Water Reclamation Facility	
Key Dates:	Design Start – August 11, 2015 (BOMA Approved); Design Completion – Fall 2017; ROW/Easement – N/A; Construction Start – September 2018; Construction End – December 2017
Cost:	Design - \$74,000.00; ROW/Easement – N/A; Construction – 311,782.21
Status Update:	Work is complete. Staff and the designer continue to monitor the site. A final change order will be presented to the BOMA for consideration.

Carnton Lane Culvert Replacement	
Key Dates:	Design Start- September 9, 2016 (BOMA Approved); Design Completion- July 2017; ROW/Easement(s) – November 2017; Construction Start– June 2018*; Construction End – September 2018* <i>*Denotes Estimated Dates</i>
Cost:	Design - \$18,580.00; ROW/Easement – N/A; Construction – TBD
Status Update:	Project was advertised for bids, and bids will be opened April 27, 2018.

Watson Branch Culvert Rehabilitation	
Key Dates:	Design Start – November 22, 2016 (BOMA Approval); Design Completion – October 2017; ROW/Easement Start – November 2017; ROW/Easement End – March 2018; Construction Start – April 2018; Construction End – July 2018;
Cost:	Design - \$30,640.00; ROW/Easement – TBD; Construction – TBD
Status Update:	Preliminary plans are complete. ARAP and CGP permits were approved by TDEC and received June 5, 2017. A permit to access TDOT right of way on Mack Hatcher was received June 13, 2017. Temporary construction easements and PU&DE easement documents are being reviewed by Legal section.

Parks

Southeast Municipal Complex Master Planning	
Key Dates:	Planning Start – June 2017; Planning Completion – August 2018
Cost:	Planning - \$396,046.00; Design – TBD; Construction - TBD
Status Update:	Geotechnical investigation, traffic analysis, and ESA Permit are complete. Placement and footprint of new wastewater plant has been finalized. A core group meeting was conducted on 8-31-17 to get input from stakeholders. A public input meeting was conducted on February 5, 2018 at City Hall and was well attended. Consultant completed the draft concept plan February 13, 2018, and presented it to the BOMA meeting on March 13, 2018. Two meetings have been held with staff and input received on the naming and branding of park.

Southeast Municipal Complex (Lockwood Parcel) Construction Documents	
Key Dates:	Design Start – July 2017; Design Completion – TBD;
Cost:	Design - \$310,158.00; Purchase of property – TBD; Construction – TBD;
Status Update:	The boundary survey, Robinson Lake hydrographic survey, and the preliminary dam analysis are complete. The Topographic survey is almost finished. A more in-depth conceptual plan for the dam is underway. The purchase of the property was recently completed by the City.