



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, April 23, 2015

1:00 PM

Board Room

Approval of Minutes

1. [15-0427](#) Approval of Minutes from March 4, 2015 meeting
2. [15-0359](#) Discussion of the Sidewalk Project on the North Side of Hwy 96 East

Attachments: [Hwy 96 East Sidewalk Discussion Exhibit A & B 3-19-15.pdf](#)
3. [15-0360](#) Consideration of a Professional Services Agreement (COF 2015-0086) with Civil Infrastructure Associates in the amount of \$102,930 for the Harpeth River Walk (Bicentennial Park to Eastern Flank Battlefield) Preliminary Engineering Project (4/23/15 CIC 4-0, 05/12/15 WS)

Sponsors: Paul Holzen

Attachments: [COF 2015-0086 PSA CIA River Walk Preliminary Engineering Law Approved.doc](#)
[COF 2015-0086 - River Walk Preliminary Engineering - Attachment A.pdf](#)
4. [15-0381](#) Consideration of the Professional Services Agreement (COF Contract No. 2015-0075) with OHM Advisors for the Design of the Bobby Drive Water Line Improvements for an Amount Not to Exceed \$55,313.00 (CIC 04/23/15 4-0)

Sponsors: Engineering and Paul Holzen

Attachments: [COF 2015-0075 BobbyDriveWater_PSA_LawApproved.pdf](#)
5. [15-0383](#) Consideration of the Professional Services Agreement (COF Contract No. 2015-0076) with Civil Infrastructure Associates for the Design of the James Street and Avondale Drive Water and Sanitary Sewer Improvements in the Amount Not to Exceed \$83,350.00 (CIC 04/23/15 4-0)

Sponsors: Engineering and Paul Holzen

Attachments: [COF 2015-0076 JamesAvondaleWaterSewer_PSA_LawApproved_Signed.pdf](#)
6. [15-0384](#) Consideration of the Professional Services Agreement with Gresham Smith & Partners (COF Contract No. 2015-0077) for the Design of the Old Carter's Creek Pike Water Line Improvements in the Amount Not to Exceed \$79,498.00 (CIC 04/28/15 4-0)

Sponsors: Engineering and Paul Holzen

Attachments: [COF 2015-0077 OldCartersCreekWater_PSA_LawApproved_Signed.pdf](#)

7. [15-0385](#) Consideration of Supplement No. 1 to the Tennessee Department of Transportation Contract No. 7911 (COF Contract No. 2012-0166) for the Sanitary Sewer Relocation Required by the I-65 Widening/Goose Creek Interchange Project (CIC 04/23/15 4-0)
- Sponsors:** Engineering and Paul Holzen
- Attachments:** [COF 2012-0166 TDOT Contract No 7911 Supp #1 Law Approved .doc](#)
[COF 2012-0166 TDOT Contract 7911 Supp #1 Worksheet.pdf](#)
8. [15-0386](#) Consideration of Supplement No. 1 to the Tennessee Department of Transportation Contract No. 7912 (COF Contract No. 2012-0167) for the Sanitary Sewer Relocation Easements Required by the I-65 Widening/Goose Creek Interchange Project (CIC 04/23/15 4-0)
- Sponsors:** Engineering and Paul Holzen
- Attachments:** [COF 2012-0167 TDOT Contract 7912 Supp Law Approved.doc](#)
[COF 2012-0167 TDOT Contract 7912 Supp #1 Worksheet.pdf](#)
9. [15-0387](#) Consideration of Resolution 2015-23, A Resolution Awarding the Construction Contract (COF Contract No. 2014-0303) for the Ralston Creek at Cheswicke Farms Stream Restoration Project to Viking Products, Inc. in the amount of \$89,061.00 (CIC 04/23/15 4-0)
- Sponsors:** Engineering and Paul Holzen
- Attachments:** [2015-23 Resolution Final](#)
10. [15-0415](#) Street Projects Status
- Sponsors:** Engineering
11. [15-0416](#) Water & Sewer Projects Status
- Sponsors:** Engineering
12. [15-0417](#) Stormwater Projects Status
- Sponsors:** Engineering

Other Business

Adjournment

ANYONE REQUESTING ACCOMMODATIONS DUE TO DISABILITIES SHOULD CONTACT A.D.A. COORDINATOR, AT 791-3277 AT LEAST 4 DAYS PRIOR TO THE MEETING, IF POSSIBLE.

Exhibit A

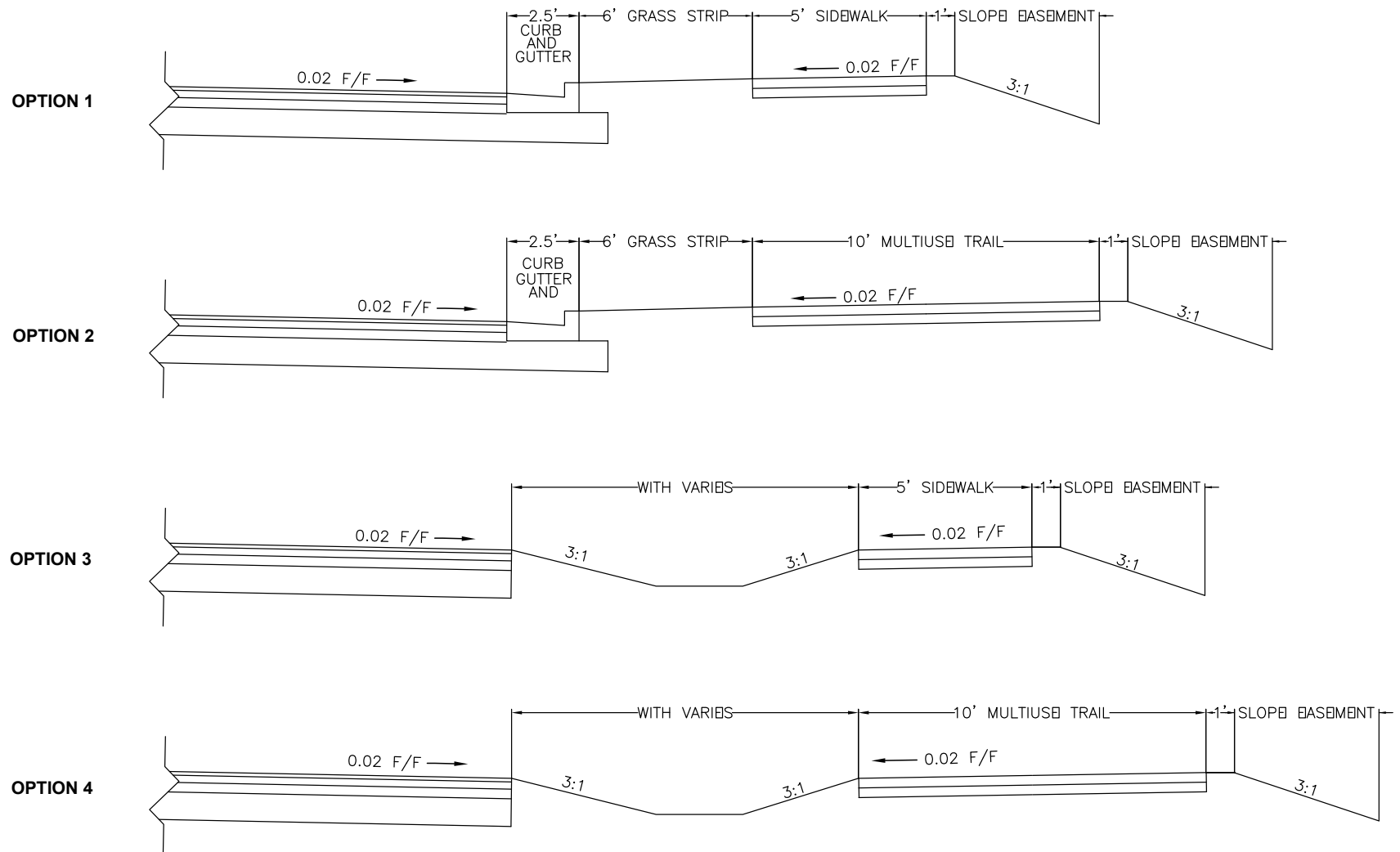
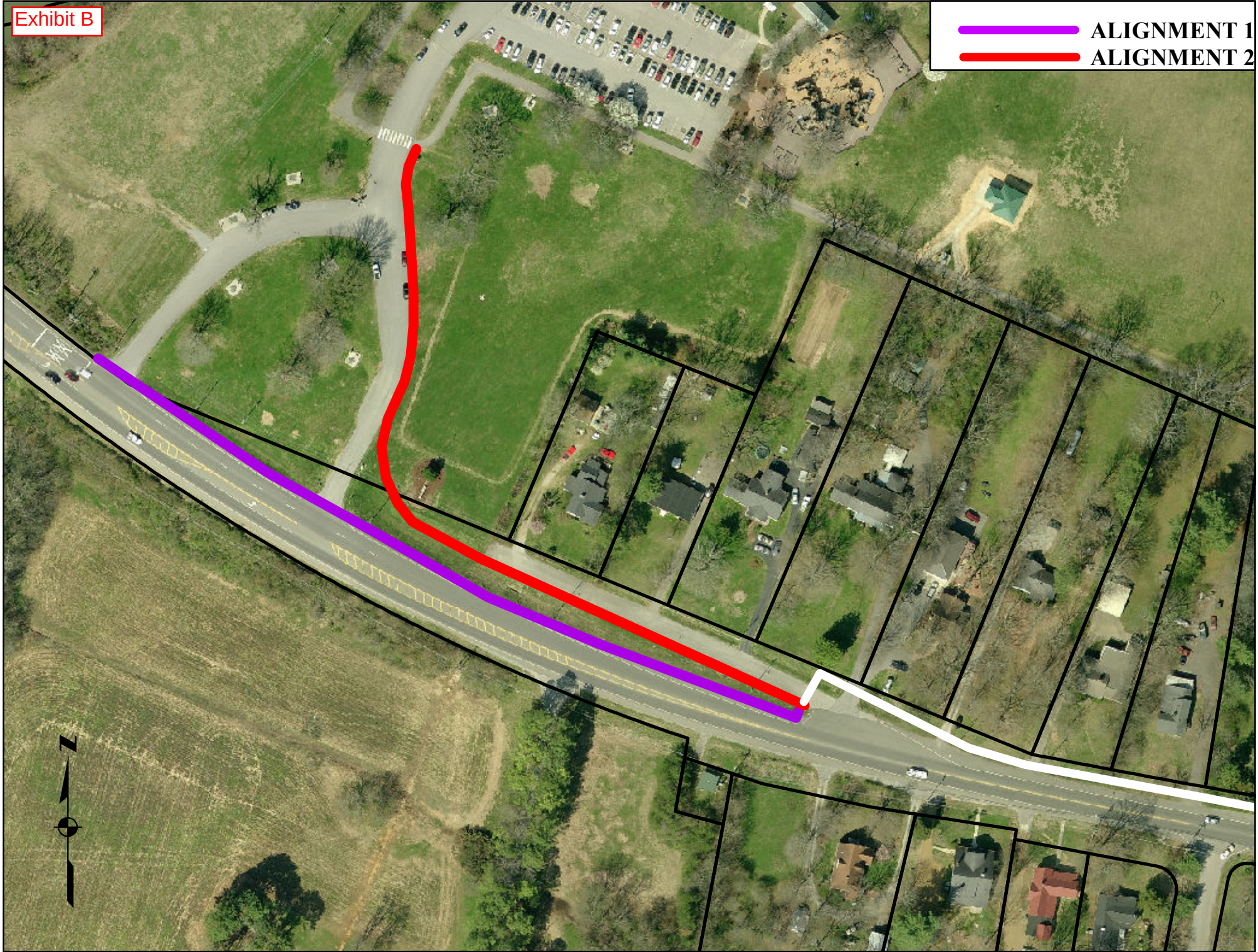


Exhibit B

ALIGNMENT 1
ALIGNMENT 2



**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2015-0086**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **Civil Infrastructure Associates (CIA)**, hereinafter referenced as Consultant, who mutually agree as follows:

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

Harpeth River Walk (Bicentennial Park to Eastern Flank Battlefield)

1. **SCOPE OF SERVICES.** Consultant shall provide engineering, surveying and related technical services for the Project in accordance with the Scope of Services. The Scope of Services as found in **Attachment A** shall be considered as an integral part hereof.
2. Consultant shall be paid on an hourly basis for work performed based on the fee schedule as contained in **Attachment A** in the Amount Not To Exceed **ONE HUNDRED TWO THOUSAND NINE HUNDRED THIRTY AND NO/100 DOLLARS (\$102,930.00)**.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 2015.**

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to form by:

Shauna

R.

Billingsley,

City

Attorney

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 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. However, nothing in this Article shall prevent Consultant from

engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

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 contract 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 **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.

6.3 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 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 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 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 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**
The 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, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that 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 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** The City and the 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 The 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 the City and the Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The City reserves all rights afforded to local governments under law for all general and implied warranties. The 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 the Contract. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract 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 Contract, agreement 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.

March 3, 2015

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

**RE: Proposal for Professional Services
 Preliminary Engineering for New Greenway Connections**

HARPETH RIVER WALK (BICENTENNIAL PARK TO EASTERN FLANK BATTLEFIELD)

Dear Paul:

We are pleased to submit this proposal to you to provide preliminary engineering services for these exciting new projects for the City of Franklin. Thank you for placing confidence in Civil Infrastructure Associates, LLC (CIA). We look forward to working with you on these projects.

Project Background and Description

In keeping with the goals and objectives outlined in the City of Franklin Greenway and Open Space Master Plan (Master Plan), the City desires to evaluate the corridor of the proposed Pinkerton Park / Eastern Flank Battlefield Connection and as an add alternate the Pinkerton Park / Bicentennial Park Connection to ascertain the most judicious alignment for the trails. The two trail connections and their optional locations are described in more as follows:

1. Pinkerton Park / Eastern Flank Battlefield connection

As the name implies, the new path would generally extend from the existing trail system at Pinkerton Park located at 405 Murfreesboro Road southward along the Harpeth River. It is anticipated that the path would terminate at the Eastern Flank Battlefield Park. The total length of the project is approximately 6500 feet. Preliminarily, the City has expressed interest in exploring two options for the proposed alignment as follows (refer to Attachment A1 for a map of the alignment options):

Option 1A:

Alignment Option 1A would extend from Pinkerton Park southerly along the eastern and northern bank of the Harpeth River to a point generally opposite the aforementioned river access parking area where a new bridge across the Harpeth River would be constructed to complete the connection to Lewisburg Avenue.

Option 1B:

This alignment option would extend from Pinkerton Park southerly along the eastern bank of the Harpeth River to a point just east of the large bend in the river where a new bridge across the river would be constructed. From the proposed bridge, the path would extend southward to and across Lewisburg Avenue. The path would then continue easterly along and generally parallel to the southern margin of Lewisburg Avenue to terminate at Carriage Park Drive.

2. Pinkerton Park / Bicentennial Park Connection (Add Alternate 1)

Again, as the name implies this section of trail would connect the existing trail system at Pinkerton Park to the new trail system at Bicentennial Park also known as the 3rd Avenue North Trail/Greenway Project. For this connection, the City has expressed interest in evaluating 2 options for the proposed alignment as follows (refer to Attachment A2 for a map of the alignment options):

Option 2A:

Alignment Option 2A would extend from Pinkerton Park north and westerly along the eastern and northern bank of the Harpeth River through Fort Granger Park, across East Main Street / Franklin Road to a point where an easterly extension of North Margin Street would intersect the Harpeth River. At this location the City would construct a pedestrian bridge across the Harpeth River to connect to the Bicentennial Park trail system. The total length of this option would be approximately 3700 feet long including the bridge.

Option 2B:

Alignment Option 2B would begin at the terminus of the existing trail west of Pinkerton Park across the Harpeth River at the intersection of South Margin Street and 1st Avenue South and extend north-northwesterly along the north side of 1st Avenue. The Option 2B corridor would extend northwesterly along 1st Avenue South across East Main Street and onward along 1st Avenue North to Bridge Street. At Bridge Street the corridor would leave the existing roadway and extend along the westerly bank of the Harpeth River to the trail system at Bicentennial Park. The total length of the Option 2B connection is approximately 2600 feet.

In conformance with the Master Plan, all four alignment options will be designed as a multi-use path section having a paved width of 12 feet with 2 foot wide granular shoulders. A notable exception would be the portion of Option 2B along the 100 Block of 1st



Avenue South and 1st Avenue North where sidewalk exists and space is limited. Also, alternate shoulder treatments may be evaluated along portions of Option 1B parallel to Lewisburg Avenue as right-of-way and/or public safety needs dictate.

Scope of Services

CIA will perform preliminary engineering for the four alignment options described above. In general conformance with design standards established in the Master Plan, the following tasks will be performed:

1. CIA will utilize existing Franklin GIS data for preliminary design. We will develop a digital terrain model from the existing LIDAR point data provided by the City. Existing tax parcel data will be used for determining the location of property lines.
2. CIA will meet with and confer with City Engineering Department personnel throughout the preliminary design process. CIA has anticipated 5 site visits for this task.
3. Based on the City GIS data, CIA will develop preliminary horizontal and vertical design alignments for the four options.
4. From the preliminary design alignments, preliminary grading and drainage plans will be developed for each of the four options in order to better estimate construction earthwork and drainage quantities.
5. Preliminary pedestrian bridge sizing and pedestrian bridge manufacturer recommendations will be provided for the proposed river crossings. This task will be provided by Alfred Benesch & Company (Benesch) as a sub-consultant. No hydraulic modeling or structural analysis is anticipated under this preliminary design task.
6. A preliminary schedule of estimated construction quantities will be developed for each of the four alignment options.
7. A preliminary property right-of-way and easement acquisition table will be prepared for each option based primarily upon existing tax parcel mapping data.
8. CIA will prepare an Engineer's Opinion of Probable Construction Costs for each of the four alignment options using TDOT standard item numbers. Bridge costs, to be provided by Benesch, will be substantially based on historical bridge construction data with applied escalation factors.

Exclusions

For scope clarification, please note that the following items are specifically excluded from the proposed scope of services:



1. Any and all geotechnical exploration and/or analysis,
2. Any and all permitting activity related to environmental, cultural, archeological, or historical research and review,
3. Any and all permitting activity related to future project construction including hydraulic, grading, storm water, right-of-way, utility, and railroad access and crossing,
4. Any and all landscape design services typical of those requiring the seal of a professional landscape architect.

Project Deliverables

The following items will be delivered for each alignment option:

1. Preliminary grading and drainage plans,
2. Property Map and Acquisition Table showing anticipated right-of-way and/or easement acquisition,
3. Engineer's Opinion of Probable Construction Costs.

Schedule

The professionals at CIA will strive to complete the services described herein with efficiency within reasonable timelines. Please allow 8 complete weeks for delivery of Options 1A-1B following full execution and approval of the City's Agreement for Professional Services. If the City chooses to add Alternate 1, please allow 12 complete weeks for completion of all four alignment options.

Fees

Civil Infrastructure Associates, LLC will provide the scope of work described herein for the following fees:

Pinkerton Park / Eastern Flank Battlefield Connection: **\$32,010**
(This fee includes a sub-consultant fee for \$7500 for preliminary structural engineering services to be provided by Alfred Benesch & Company) Refer to Attachment B1 for a detailed scope and fee summary.

Add Alternate 1
Pinkerton Park / Bicentennial Park Connection: **\$20,080**
(This fee includes a sub-consultant fee for \$3500 for preliminary structural engineering services to be provided by Alfred Benesch & Company) Refer to Attachment B2 for a detailed scope and fee summary.



Add Alternate 2

Topographic Survey of Selected Option
Pinkerton Park / Eastern Flank Battlefield Connection: **\$31,560**
(Refer to Attachment C1 for detailed Scope and Fee Estimate for Add Alternate 2)

Add Alternate 3

Topographic Survey of Selected Option
Pinkerton Park / Bicentennial Park Connection: **\$19,280**
(Refer to Attachment C2 for detailed Scope and Fee Estimate for Add Alternate 3)

Customary direct expenses including travel expenses, in-house printing costs, postage, etc. are included within the lump sum fee.

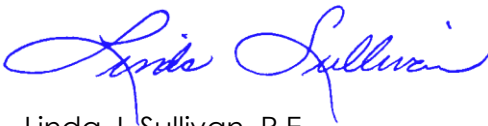
If you have any questions or comments regarding this proposal or the project in general, please do not hesitate to call me at 615-438-9664. We look forward to a pleasant teaming relationship with you and other City staff on this exciting project.

Sincerely,

CIVIL INFRASTRUCTURE ASSOCIATES, LLC



Timothy L. Haggard, PE, RLS, LEED AP
Senior Civil Engineer



Linda J. Sullivan, P.E.
President

Attachments: A1) Map – Pinkerton Park / Eastern Flank Battlefield Connection
A2) Map – Pinkerton Park / Bicentennial Park Connection
B1) Scope & Fee Summary: Pinkerton Park / Eastern Flank Battlefield Connection
B2) Scope & Fee Summary: Add Alternate 1 – Bicentennial Park Connection
C1) Scope & Fee Summary: Add Alternate 2 - Topographic Survey: Pinkerton Park / Eastern Flank Battlefield Connection
C2) Scope & Fee Summary: Add Alternate 3 – Topographic Survey: Bicentennial Park Connection



Data Sources:
Imagery: BING

CIA shall evaluate two crossing of the Harpeth River prior to preliminary engineering. Coordinate with the Engineering and Parks Department.

Legend

ALIGNMENTS

- Option 1A
- Option 1B
- Parcel Lines

FLOOD ZONE

- FLOODWAY

City of Franklin
Pinkerton Park to
Eastern Flank
Battlefield
Greenway Extension

Conceptual Route
Alternatives Map



Data Sources:
Imagery: BING

Legend

Parcel Lines

ALIGNMENTS

Option 2A

Option 2B

FLOOD ZONE

500 Year (0.2 % Annual)

A (100 Year)

AE (100 Year)

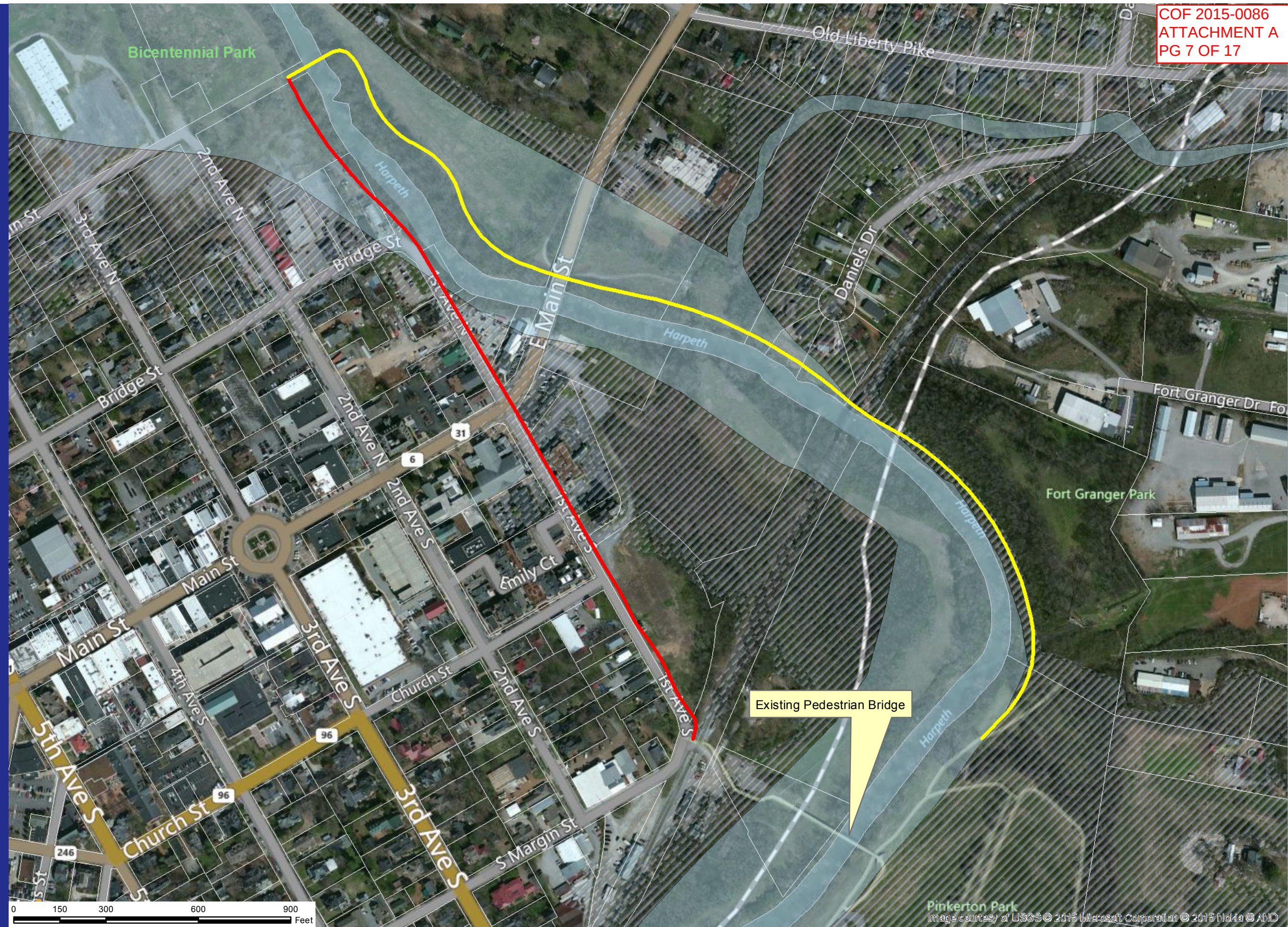
FLOODWAY

City of Franklin
Pinkerton Park to
Bicentennial Park
Greenway Extension

Conceptual Route
Alternatives Map



ATTACHMENT A2
FEBRUARY 2015



ATTACHMENT B1 - SCOPE & FEE SUMMARY
Preliminary Engineering & Alternatives Analysis
Pinkerton Park to Eastern Flank Battlefield Greenway
City of Franklin, TN

COF 2015-0086
ATTACHMENT A
PG 8 OF 17

SUMMARY TOTALS	Total Hours	Labor Fee	Sub-Consultants Fee	Total Fee
TOTALS ACTUAL ==>	197	\$ 24,510	\$ 7,500	\$ 32,010

FEE	TOTAL HOURS	Sr. Engineer	Sr. Designer
	Loaded Rate	\$150.00	\$110.00
PERCENT OF TIME ==>	100%	36.04%	63.96%
TOTAL HOURS ==>	197.0	71.0	126.0
Task 1.0 Data Conversion	32.0	8.0	24.0
Task 2.0 - Preliminary Design	92.0	28.0	64.0
Task 3.0 - Takeoffs & Estimation	59.0	21.0	38.0
Task 4.0 - Project Management	14.0	14.0	
TOTAL DIRECT LABOR COST==>	\$ 24,510	\$ 10,650	\$ 13,860

Project Level Scope & Labor - Breakdown

	DESCRIPTION	TOTAL HOURS	Sr. Engineer	Sr. Designer
Task Number	Preliminary Engineering - BUDGET	197.0	71.0	126.0
1.0	<i>GIS Data Conversion and DTM Development</i>			
1.1	Obtain & Convert Data from City GIS	10.0	2.0	8.0
1.2	Develop Existing Surface DTM from LIDAR Data	12.0	4.0	8.0
1.3	Prepare, Label, and Clean Up Base CADD files for Design	10.0	2.0	8.0
2.0	<i>Preliminary Design</i>			
2.1	Create Horizontal and Vertical Alignments for Two Alignment Options	32.0	8.0	24.0
2.2	Develop Grading Plans for Two Alignment Options	24.0	8.0	16.0
2.3	Develop Preliminary Plans for Utility and/or Roadway Realignment and/or relocation	24.0	8.0	16.0
2.4	Coordinate development of alignment and profile for Pedestrian Bridge for each option	12.0	4.0	8.0
3.0	<i>Construction Takeoff & Estimation:</i>			
3.1	Prepare Preliminary Right-of-Way Acquisition Table for Two Alignment Options	13.0	1.0	12.0
3.2	Prepare Preliminary Construction Quantity Takeoff for Two Alignment Options	28.0	4.0	24.0
3.3	Prepare Engineers Opinion of Probable Construction Cost for Two Options	18.0	16.0	2.0
4.0	<i>Management & Coordination</i>			
4.1	Site Visits and Coordination Meetings	10.0	10.0	
4.2	Quality Control	2.0	2.0	
4.3	Project Management	2.0	2.0	

ATTACHMENT B2 - SCOPE & FEE SUMMARY
Preliminary Engineering & Alternatives Analysis
Add Alternate 1: Pinkerton Park to Bicentennial Park Connection
City of Franklin, TN

COF 2015-0086
ATTACHMENT A
PG 10 OF 17

SUMMARY TOTALS	Total Hours	Labor Fee	Sub-Consultants Fee	Total Fee
TOTALS ACTUAL ==>	134	\$ 16,580	\$ 3,500	\$ 20,080

FEE	TOTAL HOURS	Sr. Engineer	Sr. Designer
	Loaded Rate	\$150.00	\$110.00
PERCENT OF TIME ==>	100%	34.33%	65.67%
TOTAL HOURS ==>	134.0	46.0	88.0
Task 1.0 Data Conversion	21.0	3.0	18.0
Task 2.0 - Preliminary Design	59.0	15.0	44.0
Task 3.0 - Takeoffs & Estimation	42.0	16.0	26.0
Task 4.0 - Project Management	12.0	12.0	
TOTAL DIRECT LABOR COST==>	\$ 16,580	\$ 6,900	\$ 9,680

Project Level Scope & Labor - Breakdown

	DESCRIPTION	TOTAL HOURS	Sr. Engineer	Sr. Designer
Task Number	Preliminary Engineering - BUDGET	134.0	46.0	88.0
1.0	<i>GIS Data Conversion and DTM Development</i>			
1.1	Obtain & Convert Data from City GIS	5.0	1.0	4.0
1.2	Develop Existing Surface DTM from LIDAR Data	7.0	1.0	6.0
1.3	Prepare, Label, and Clean Up Base CADD files for Design	9.0	1.0	8.0
2.0	<i>Preliminary Design</i>			
2.1	Create Horizontal and Vertical Alignments for Two Alignment Options	20.0	4.0	16.0
2.2	Develop Grading Plans for Two Alignment Options	16.0	4.0	12.0
2.3	Develop Preliminary Plans for Utility and/or Roadway Realignment and/or relocation	16.0	4.0	12.0
2.4	Coordinate development of alignment and profile for Pedestrian Bridge	7.0	3.0	4.0
3.0	<i>Construction Takeoff & Estimation:</i>			
3.1	Prepare Preliminary Right-of-Way Acquisition Table for Two Alignment Options	9.0	1.0	8.0
3.2	Prepare Preliminary Construction Quantity Takeoff for Two Alignment Options	19.0	3.0	16.0
3.3	Prepare Engineers Opinion of Probable Construction Cost for Two Options	14.0	12.0	2.0
4.0	<i>Management & Coordination</i>			
4.1	Site Visits and Coordination Meetings	8.0	8.0	
4.2	Quality Control	2.0	2.0	
4.3	Project Management	2.0	2.0	

COF 2015-0086
ATTACHMENT A
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ATTACHMENT C1 - SCOPE & FEE ESTIMATE
Topographic Survey of Selected Route Option
Pinkerton Park to Eastern Flank Battlefield Greenway
City of Franklin, TN

COF 2015-0086
ATTACHMENT A
PG 12 OF 17

SUMMARY TOTALS	Total Hours	Fee
TOTALS ACTUAL ==>	220	\$ 31,560

FEE	TOTAL HOURS	PM/RLS	Survey Crew	Senior Technician
	Loaded Rate	\$150.00	\$150.00	\$110.00
PERCENT OF TIME ==>	100%	32.73%	50.91%	16.36%
TOTAL HOURS ==>	220.0	72.0	112.0	36.0
Task 1.0 Pre-Survey Preparation	16.0	16.0		
Task 2.0 - Project Control	20.0	4.0	16.0	
Task 3.0 - Topographic Survey	168.0	40.0	96.0	32.0
Task 4.0 - Project Management	16.0	12.0		4.0
TOTAL DIRECT LABOR COST==>	\$ 31,560	\$ 10,800	\$ 16,800	\$ 3,960

Project Level Scope & Labor - Breakdown

	DESCRIPTION	TOTAL HOURS	PM/RLS	Survey Crew	Survey/CAD Technician
Task Number	Topographic Survey - BUDGET	220.0	72.0	112.0	36.0
1.0	<i>Pre-Survey Research & Reconnaissance</i>				
1.1	Research to obtain Utility Mapping, Record Drawings, Deeds, Plats, Etc.	8.0	8.0		
1.2	Prepare and Mail Letters to Property Owners along Route	4.0	4.0		
1.3	Submit 811 Utility Locate Tickets and Request Locate from City	4.0	4.0		
2.0	<i>Establish Horizontal & Vertical Control</i>				
2.1	Establish Survey Control Points along Corridor with NAD83 SPC Horizontal & NAVD88 Vertical values tied to TGRN including levels.	20.0	4.0	16.0	
3.0	<i>Generalized Field Survey Scope:</i>				
3.1	Horizontal and vertical location of features within the survey limits including edges of pavement, drives, culverts, headwalls, retaining walls, fence, guard rail, bridge structures, and/or other structures.	16.0		16.0	
3.2	Locate visible evidence of existing utilities within the survey limits including flags and markers, poles, wires, cables, meters, valves, hydrants, pull boxes, manholes (including dips), etc.	28.0	4.0	24.0	
3.3	Locate grade breaks, ditches, swales, and ground shots at approximate 50' station intervals to create a DTM and produce 2' topographic contours	40.0		40.0	
3.4	Recon, Recover, and Locate right-of-way monumentation and property corners.	28.0	12.0	16.0	
3.5	Process field data, resolve right-of-way/property, develop surface DTM, and prepare survey CAD deliverable at a scale of 1"=50' and showing 2 foot contours.	56.0	24.0		32.0
4.0	<i>Management & Coordination</i>				
4.1	Coordination Meetings	4.0	4.0		
4.2	Quality Control	8.0	4.0		4.0
4.3	Project Management	4.0	4.0		

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ATTACHMENT A
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Generalized Survey Scope:

CIA will perform field run topographic survey of an approximately 130' wide survey corridor along the chosen route Option for the proposed greenway from Pinkerton Park to the Eastern Flank Battlefield. Corridor options range from approximately 6500 feet long to 7000 feet long. Refer to the detail scope above as well Attachment A1 - Conceptual Route Alternatives Map.

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ATTACHMENT A
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Schedule:

Schedule is unknown.

ATTACHMENT C2 - SCOPE & FEE ESTIMATE
Topographic Survey of Selected Route Option
Pinkerton Park to Bicentennial Park Greenway Connection
City of Franklin, TN

COF 2015-0086
ATTACHMENT A
PG 15 OF 17

SUMMARY TOTALS	Total Hours	Fee
TOTALS ACTUAL ==>	136	\$ 19,280

FEE	TOTAL HOURS	PM/RLS	Survey Crew	Senior Technician
	Loaded Rate	\$150.00	\$150.00	\$110.00
PERCENT OF TIME ==>	100%	35.29%	44.12%	20.59%
TOTAL HOURS ==>	136.0	48.0	60.0	28.0
Task 1.0 Pre-Survey Preparation	11.0	11.0		
Task 2.0 - Project Control	15.0	3.0	12.0	
Task 3.0 - Topographic Survey	98.0	26.0	48.0	24.0
Task 4.0 - Project Management	12.0	8.0		4.0
TOTAL DIRECT LABOR COST==>	\$ 19,280	\$ 7,200	\$ 9,000	\$ 3,080

Project Level Scope & Labor - Breakdown

	DESCRIPTION	TOTAL HOURS	PM/RLS	Survey Crew	Survey/CAD Technician
Task Number	Topographic Survey - BUDGET	136.0	48.0	60.0	28.0
1.0	<i>Pre-Survey Research & Reconnaissance</i>				
1.1	Research to obtain Utility Mapping, Record Drawings, Deeds, Plats, Etc.	6.0	6.0		
1.2	Prepare and Mail Letters to Property Owners along Route	3.0	3.0		
1.3	Submit 811 Utility Locate Tickets and Request Locate from City	2.0	2.0		
2.0	<i>Establish Horizontal & Vertical Control</i>				
2.1	Establish Survey Control Points along Corridor with NAD83 SPC Horizontal & NAVD88 Vertical values tied to TGRN including levels.	15.0	3.0	12.0	
3.0	<i>Generalized Field Survey Scope:</i>				
3.1	Horizontal and vertical location of features within the survey limits including edges of pavement, drives, culverts, headwalls, retaining walls, fence, guard rail, bridge structures, and/or other structures.	12.0		12.0	
3.2	Locate visible evidence of existing utilities within the survey limits including flags and markers, poles, wires, cables, meters, valves, hydrants, pull boxes, manholes (including dips), etc.	16.0	4.0	12.0	
3.3	Locate grade breaks, ditches, swales, and ground shots at approximate 50' station intervals to create a DTM and produce 2' topographic contours	12.0		12.0	
3.4	Recon, Recover, and Locate right-of-way monumentation and property corners.	18.0	6.0	12.0	
3.5	Process field data, resolve right-of-way/property, develop surface DTM, and prepare survey CAD deliverable at a scale of 1"=50' and showing 2 foot contours.	40.0	16.0		24.0
4.0	<i>Management & Coordination</i>				
4.1	Coordination Meetings	2.0	2.0		
4.2	Quality Control	7.0	3.0		4.0
4.3	Project Management	3.0	3.0		

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Generalized Survey Scope:

CIA will perform field run topographic survey of an approximately 130' wide survey corridor along the chosen route Option for the proposed greenway from Pinkerton Park to Bicentennial Park. Corridor options range from approximately 2600 feet long to 3700 feet long. Refer to the detail scope above as well Attachment A2 - Conceptual Route Alternatives Map.

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ATTACHMENT A
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Schedule:

Schedule is unknown.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2015-0075**

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

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

Bobby Drive Water Line Improvements

1. **SCOPE OF SERVICES.** Consultant shall provide engineering and related technical services for the Project in accordance with the Scope of Services as found in **Attachment A**, which shall be considered as an integral part hereof.
2. Consultant shall be paid monthly based on percentage of work performed for the various tasks as contained in Attachment A in the Amount Not To Exceed **FIFTY-FIVE THOUSAND THREE HUNDRED THIRTEEN AND NO/100 DOLLARS (\$55,313.00)**.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 2015.**

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney

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 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. However, nothing in this Article shall prevent Consultant from

engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

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 contract 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 **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.

6.3 Should City request changes in the scope, extent, or character of the Project, 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 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 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 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 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**
The 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, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that 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 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** The City and the 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 The 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 the City and the Consultant.

10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The City reserves all rights afforded to local governments under law for all general and implied warranties. The 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 the Contract. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract 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 Contract, agreement 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.



ARCHITECTS. ENGINEERS. PLANNERS.

March 13, 2015

Mr. Mark Hilty
Director of Water Management
City of Franklin
124 Lumber Drive
Franklin, TN 37064

RE: Bobby Drive Water Main Improvements
Scope of Engineering Services

Dear Mr. Hilty:

Thank you for this opportunity to provide professional engineering services for the above referenced project. We have prepared the following project understanding and scope of services to be provided by OHM Advisors based on the project meeting held on Wednesday, February 11th.

PROJECT UNDERSTANDING

This project involves the replacement of existing water main along Bobby Drive from Hillsboro Road to the end of Bobby Drive. Although the project will be fully designed, it is Franklin's intention that the construction be completed in two phases. The limits of Phase I will be from Hillsboro Road to the cul-de-sac east of Overlook Drive, and the limits of Phase II will be from the cul-de-sac to the end of Bobby Drive. The existing 2-inch and 6-inch mains will be replaced with new 6-inch or 8-inch main and will tie into the 36-inch transmission line on Hillsboro Road and the existing mains at Overlook Drive and Jefferson Davis Drive. The planned improvements will include the replacement of all existing valves and the addition of a valve at the intersection of the two phases.

SCOPE OF SERVICES

Task 1 - Project Initiation and Obtain Information (\$5,885)

Under this task, OHM will initiate the project and obtain necessary information to proceed with the design.

Specific work efforts include:

- Organize and attend a kickoff meeting with City staff to review project objectives and establish a specific delivery schedule.
- Review existing utility information and record drawings for the project area.
- Perform a site review to identify elements that are sensitive to the project, i.e. driveway locations and other access issues, utility facilities in the area, landscaping, drainage features, headwalls, etc.
- Coordinate with the geotechnical consultant who shall take appropriate soil borings, report and provide recommendations for construction methodologies and drilling operations.
- Notify known utility agencies of the proposed work and verify locations of existing known utilities, including both public and private, within the project limits for conflicts and coordinate relocations if necessary.



Task 2 – Verify Hydraulics (\$17,287)

- Review the flow and pressure information for the existing system and perform analysis to determine whether a 6-inch main is sufficient or if upsizing to an 8-inch main is recommended.

Task 3 – Survey (\$11,150)

- Obtain topographic survey information for the project. It is anticipated that survey collection will be done along 1/2 of Bobby Drive where the existing water line is located; however, survey along the full right-of-way width has been budgeted for and will be performed as a subtask if the project requires it.
 - **Subtask 1** – Survey the remaining width of Bobby Drive if necessary.

Task 4 - Plan Development, Permitting, and Bidding (\$20,991)

Under this task, OHM will undertake the preparation of construction plans and specifications and advertise the project for bidding. Specific work efforts include:

Prepare Contract Documents

- Prepare plans for the water main replacement. The plan set is anticipated to include cover sheet, detail sheet, removals, erosion prevention and sediment control, construction, and maintenance of traffic.
- Construction plans will be presented in two phases:
 - Phase I – Hillsboro Road to cul-de-sac east of Overlook Drive
 - Phase II – Cul-de-sac to end of Bobby Drive
- Prepare a bid sheet entailing all items of work and associated quantities.
- Perform 50% and 100% Quality Control/Quality Assurance reviews.
- Organize and attend at least two (2) public meetings (\$1,140.00 per meeting).
- Prepare a final engineer's opinion of probable cost.
- Prepare and place an advertisement for bid. The job will be advertised for three (3) weeks with *The Tennessean*. An invoice for advertisement, if applicable, will be provided for payment.
- Prepare preliminary schedule for the proposed work, including construction start, substantial completion, and final completion dates.
- Produce two (2) copies of contract documents for City of Franklin Water Management Department, if requested.
- Attend and plan two (2) meetings with the City to review the plans and contract documents at 50% and 100% stages, if requested.

Permits

- Prepare documents to obtain an Aquatic Resources Alteration Permit (ARAP) from the Tennessee Department of Environment and Conservation (TDEC).
- Prepare documents to obtain a Construction General Permit (CGP) from the Tennessee Department of Environment and Conservation (TDEC).
 - **Subtask 1** - If necessary develop Storm Water Pollution Prevention Plan (SWPPP).

SCHEDULE

The project will commence immediately upon authorization to proceed. We will complete the contract documents and advertise for bid and award according to the following timeline:

Design and Construction Documents Completed – two (2) months
Bidding – one (1) month
Contract Award – two (2) months
Permitting – three (3) months



COMPENSATION

The services outlined above will be performed on an hourly basis for the not-to-exceed amount of fifty-five thousand three hundred thirteen dollars (\$55,313.00) at the attached billing rate. This amount is based on the assumptions listed below. The City will be invoiced for services on a monthly basis.

FURTHER CLARIFICATIONS AND ASSUMPTIONS

The above-listed scope of services was prepared with the following assumptions:

- Presentations to the Planning Commission and Board of Mayor and Alderman will not be required.
- The City will be responsible for all permit application fees and permit fees. Fees will be paid for by OHM during permitting phase and will be reimbursed by the City.
- Profiling for the water line will not be required and is not included in this scope of services.
- Advertising in *The Tennessean* will be paid for by OHM and reimbursed by the City.
- The T-connection at the intersection of Hillsboro Road and Bobby Drive is on the east side of Hillsboro Road and accessible to the project limits.
- Geotechnical services are not included in this scope of services.
- No permanent right-of-way acquisition is anticipated. The City will obtain temporary grading easements, if required.
- Construction, Engineering, and Inspection (CEI) services are not included in this scope of services.

We look forward to providing professional services on this project. If you have any questions, please contact me at 615-517-0429 or Nitaya Chayangkura at 615-243-5614.

Sincerely,
Orchard, Hiltz & McCliment, Inc.


Steve Chizek, P.E. Managing Director

Encl: OHM Advisors 2015 Hourly Rate Schedule

cc: Nitaya Chayangkura, P.E., Project Engineer



ARCHITECTS. ENGINEERS. PLANNERS.

2015 HOURLY RATES SCHEDULE

Professional Engineer IV/Architect IV	\$ 155.00
Professional Engineer III/Architect III	\$ 135.00
Professional Engineer II/Architect II	\$ 125.00
Professional Engineer I/Architect I	\$ 112.00
Graduate Engineer III	\$ 115.00
Graduate Engineer II	\$ 108.00
Graduate Engineer I	\$ 100.00
Graduate Architect III/Landscape Architect III	\$ 108.00
Graduate Architect II/Landscape Architect II	\$ 88.00
Graduate Architect I/Landscape Architect I	\$ 78.00
Technician IV	\$ 110.00
Technician III	\$ 100.00
Technician II	\$ 87.00
Technician I	\$ 66.00
Engineering/Architectural Aide	\$ 52.00
Professional Surveyor III	\$ 140.00
Professional Surveyor II	\$ 125.00
Professional Surveyor I	\$ 110.00
Graduate Surveyor	\$ 100.00
Surveyor III	\$ 97.00
Surveyor II	\$ 90.00
Surveyor I	\$ 70.00
Surveyor Aide	\$ 52.00
Planner IV	\$ 135.00
Planner III	\$ 120.00
Planner II	\$ 100.00
Planner I	\$ 70.00
Planner Aide	\$ 52.00
Graphic Designer	\$ 100.00
Data Base Developer	\$ 175.00
IT Technician III	\$ 160.00
IT Technician II	\$ 140.00
IT Technician I	\$ 85.00
Administrative Support	\$ 55.00
Clerical Aide	\$ 45.00
Principal	\$ 180.00
Senior Associate	\$ 170.00
Associate	\$ 160.00
3-Man Survey Crew w/Equipment (Per Hr)	\$ 230.00
2-Man Survey Crew w/Equipment (Per Hr)	\$ 200.00
1-Man Survey w/Robotic Equipment (Per Hr)	\$ 160.00

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2015-0076**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **CIVIL INFRASTRUCTURE ASSOCIATES, LLC (CIA)** hereinafter referenced as Consultant, who mutually agree as follows:

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

**James Street and Avondale Drive
Water and Sanitary Sewer System Improvements**

1. **SCOPE OF SERVICES.** Consultant shall provide engineering and related technical services for the Project in accordance with the Scope of Services as found in **Attachment A**, which shall be considered as an integral part hereof.
2. Consultant shall be paid monthly based on percentage of work performed for the various tasks as contained in Attachment A in the Amount Not To Exceed **EIGHTY-THREE THOUSAND THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$83,350.00)**.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 2015.**

BY: 
Consultant's Signature
TITLE: PRESIDENT
Date: April 8 2015

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney

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 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. However, nothing in this Article shall prevent Consultant from

engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

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 contract 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 **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.

6.3 Should City request changes in the scope, extent, or character of the Project, 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.

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- 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 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 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**
The 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, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that 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 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** The City and the 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 The 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 the City and the Consultant.

10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The City reserves all rights afforded to local governments under law for all general and implied warranties. The 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 the Contract. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract 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 Contract, agreement 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.



March 14, 2015

Ms. Patricia Proctor
Utilities Engineer II
City of Franklin
Engineering Department
109 Third Avenue South
Franklin, TN 37065

RE: Survey and Design Fee Proposal for
James St / Avondale Area Water Supply and Sanitary Sewer System Replacements

Dear Patricia:

Thank you for the opportunity to submit this proposal for the above referenced project. Below is a listing of proposed survey and design costs. The supporting documentation for the estimated data is also attached for your use and evaluation.

1.	Estimated Topographic survey (no easements anticipated)	\$17,640.00
2.	Assistance with Bidding Procedures (upon request)	\$1,000.00
3.	Assistance with Community Meeting (upon request)	\$1,000.00
4.	Estimated Engineering Cost (not to exceed)	\$65,000.00

Please call if you have any question or need additional information.

Sincerely,

Linda Sullivan, P.E., President
Civil Infrastructure Associates, LLC

**SCOPE AND FEE ESTIMATE
SURVEY AND DESIGN
CITY OF FRANKLIN
AVONDALE DR. / JAMES AVE. UTILITY UPGRADES**

FEE SUMMARY	Total Hours	Survey Labor Fee	Engineering Labor Fee	Permits	Total Fee
TOTALS ==>	617	\$ 17,640	\$ 65,210	\$ 500	\$ 83,350

TASK / LABOR SUMMARY	TOTAL HOURS	PM	Senior PE/RLS	Survey Crew	Senior Technician
	Loaded Rate	\$170.00	\$150.00	\$150.00	\$110.00
PERCENT OF TIME ==>	100%	12.16%	30.79%	11.67%	45.38%
TOTAL HOURS ==>	617.0	75.0	190.0	72.0	280.0
Task 1.0 Pre-Survey Preparation	10.0		10.0		
Task 2.0 - Topographic Survey	114.0		18.0	72.0	24.0
Task 3.0 - Preliminary Engineering	177.0	23.0	46.0		108.0
Task 4.0 - Final Engineering	248.0	12.0	92.0		144.0
Task 5.0 - Project Management	68.0	40.0	24.0		4.0
TOTAL DIRECT LABOR COST==>	\$ 82,850	\$ 12,750	\$ 28,500	\$ 10,800	\$ 30,800

Project Level Scope & Labor - Breakdown

	DESCRIPTION	TOTAL HOURS	PM	Senior PE/RLS	Survey Crew	Senior Technician
Task Number	LOADED RATES		170.0	150.0	150.0	110.0
1.0	Pre-Survey Research & Reconnaissance					
1.1	Research to obtain Utility Mapping, Record Drawings, Deeds, Plats, Etc.	3.0		3.0		
1.2	Submit One-Call Utility Locate Tickets / Coordinate with Utility Owners	3.0		3.0		
1.3	Obtain and Convert GIS parcel data for Survey Base Files (Address, Parcel, Owner, Reference)	4.0		4.0		
2.0	Topographic Survey:					
2.1	Establish Survey Control Points throughout project with NAD83 SPC Horizontal & NAVD88 Vertical values based on TGRN, Including Differential Level Loop.	10.0		2.0	8.0	
2.2	Horizontal and vertical location of features within the right-of-way including pavement, drives, sidewalk, curbs, vaults, drainage inlets, culverts, headwalls, fences, mailboxes, retaining walls, and other structures.	16.0			16.0	
2.3	Recover and locate sufficient property corners to accurately recreate right-of-way and property line locations from record plats and/or deeds.	16.0		8.0	8.0	
2.4	Locate visible evidence of existing utilities within the right-of-way including flags and paint, poles, wires, cables, meters, valves, hydrants, pull boxes, manholes (including dips), etc. All water service meters will be located.	24.0			24.0	
2.5	Locate grade breaks, ditches, swales, and ground shots at approximate 50' station intervals to create a DTM and produce 2' topographic contours	16.0			16.0	
2.6	Prepare Survey Base Drawings in AutoCAD format with all entities created by layer and by block at a scale of 1"=50' and showing 2 foot contours.	32.0		8.0		24.0
3.0	Preliminary Engineering (30%):					
3.1	Project Scoping, Const. Estimate, Contracts, and Project Setup	16.0	8.0	8.0		
3.2	Preliminary Water & Sewer Construction Plans (5 plan/profile sheets at 1"=50')	96.0	8.0	8.0		80.0
3.3	Construction Detail Sheets (3 sheets)	25.0	1.0	8.0		16.0
3.4	Preliminary Project Manual and Construction Specifications (TOC Only)	9.0	1.0	8.0		
3.5	Preliminary Opinion of Probable Construction Costs	15.0	1.0	6.0		8.0
3.6	Preliminary (30%) Technical Review / Presentation (powerpoint)	16.0	4.0	8.0		4.0
4.0	Final Engineering (100%):					
4.1	Final Water and Sewer Construction Plans	57.0	1.0	8.0		48.0
4.2	Final Construction Detail Sheets	17.0	1.0	8.0		8.0
4.3	Traffic Control Plans	33.0	1.0	8.0		24.0
4.4	Erosion Prevention and Sediment Control Plans	33.0	1.0	8.0		24.0
4.5	Paving and Restoration Plans	33.0	1.0	8.0		24.0
4.6	Calculations and Permits	9.0	1.0	8.0		
4.7	Project Manual and Construction Specifications	33.0	1.0	32.0		
4.8	Engineer's Opinion of Probable Construction Costs	17.0	1.0	8.0		8.0
4.9	Incorporate 90% Review Comments From Client	16.0	4.0	4.0		8.0
5.0	Project Management, Coordinatio, & Construction Admin. Services					
5.1	Coordination Meetings including TDOT & Utility Coordination	20.0	8.0	8.0		4.0
5.2	Coordination with Street Department re Annual Paving Contract	8.0	8.0			
5.3	Quality Assurance	16.0	8.0	8.0		
5.4	Project Management	24.0	16.0	8.0		

Generalized Scope:

Survey and Design of Water and Sewer line replacement along Avondale Drive, James Avenue, and those portions of Adams Street and Sunset Drive which connect Avondale and James. Includes replacement of sewer across Columbia Pike as well as potential upgrades to sewer branch lines to south and sewer main crossing the roadway to the east.

Schedule:

Schedule is not yet established

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2015-0077**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **GRESHAM SMITH AND PARTNERS (GS&P)** hereinafter referenced as Consultant, who mutually agree as follows:

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

**Old Carter's Creek Pike
Water System Improvements**

1. **SCOPE OF SERVICES.** Consultant shall provide engineering and related technical services for the Project in accordance with the Scope of Services as found in **Attachment A**, which shall be considered as an integral part hereof.
2. Consultant shall be paid monthly based on percentage of work performed for the various tasks as contained in Attachment A in the Amount Not To Exceed **SEVENTY-NINE THOUSAND FOUR HUNDRED NINETY-EIGHT AND NO/100 DOLLARS (\$79,498.00)**.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 2015.**

BY: 
Consultant's Signature
TITLE: PRINCIPAL
Date: 8 APR 2015

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney

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 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. However, nothing in this Article shall prevent Consultant from

engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

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 contract 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 **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.

6.3 Should City request changes in the scope, extent, or character of the Project, 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 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 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.
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The 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, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that 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 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** The City and the 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 The 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 the City and the Consultant.

10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The City reserves all rights afforded to local governments under law for all general and implied warranties. The 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 the Contract. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract 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 Contract, agreement 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.



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March 9, 2015

Patricia Proctor, P.E.
Utilities Engineer II
City of Franklin
Engineering Department
109 Third Avenue South
Franklin, TN 37065

**Subject: Proposal for Professional Services
 Water System Improvements
 Old Carters Creek Pike Water Main Replacement**

Dear Ms. Proctor:

On behalf of Gresham, Smith and Partners we are pleased to have the opportunity to submit this proposal to provide professional services for the above referenced project.

We have enclosed an engineering services letter-type agreement and general provisions (Exhibit A) to perform this work. If you find this agreement acceptable, please sign and return a copy to our office. We look forward to working with you on this important project.

Sincerely,
Gresham, Smith and Partners

Christopher J. Hammer, P.E.
Senior Project Manager
Water Resources

Attachments as stated.

Copy: John Reidy, P.E., GS&P
 Ken Baker, GS&P
 Carl Munkel, GS&P
 File 19135.00



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EXHIBIT A - Proposal for Engineering Services

INTRODUCTION

Gresham, Smith and Partners (hereinafter referred to as “GS&P”) propose to provide professional consulting services for the City of Franklin, Tennessee (hereinafter referred to as “Owner”) related to engineering services for the Old Carters Creek Pike Water Main Replacement (hereinafter referred to as “Project”). Our understanding of the Project as well as our scope of services, compensation, and schedule for completing the Project is presented hereafter.

SECTION 1. PROJECT UNDERSTANDING

Based upon our field reconnaissance, review of available data/mapping and meeting with the Owner, the Engineering Department and Water Management Department (WMD) for the City of Franklin, on February 11, 2015, Gresham Smith & Partners (GS&P) understands the scope of work for the Old Carters Creek Pike Water Main Replacement is to replace an existing 50 to 60 year old 8-inch cast iron main that has reached the end of its useful life. The existing $\pm 3,700$ L.F. main serves approximately a dozen residential and commercial customers along Old Carters Creek Pike both inside and outside of the Franklin City Limits.

From the meeting, GS&P understands that tuberculation (development of corrosion products on the inside of the cast iron pipe), water quality concerns and customer complaints are the primary drivers for the project. Distribution system pressures along the route have not been an issue in the past. However, the 8-inch main must be systematically flushed on a regular basis to prevent water quality degradation.

Water flows from the Carter’s Creek Reservoir through a 14” drain/fill lane which crosses Carters Creek Pike (SR 246) before connecting to the 8” water main on Old Carters Creek Pike. The water surface elevation in the reservoir is approximately EL 854 ft. while the ground surface along Old Carter’s Creek Pike varies from EL 740 ft. to 760 ft. From available mapping, the ground surface at the reservoir appears to be EL ± 830 ft. Based upon this information, the end of line static water pressure should be approximately 47 psi.

The project begins near the intersection of Old Carters Creek Pike and Carters Creek Pike (SR 246) near the Franklin City Limits as shown on the GIS map provided by WMD in **Appendix A**. The new water main will connect between an existing 8-inch and 10-inch water main close to this intersection. In general, rock is known to be shallow along this route and the project area is near a rock quarry. The “as-built” condition of the trenching, bedding and backfill for the existing 8-inch pipe is unknown.



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During the February 2015 meeting, the participants discussed options for removing and replacing the main in the same trench, selecting a new alignment or potentially lining the existing main. It was determined that lining the existing pipe was not a viable alternative due to the structural condition of the pipe and unknown bedding and backfill conditions.

GS&P understands that the WMD is considering constructing this project using in-house construction crews regardless of the alignment option and pipe material selected. Since WMD intends to construct the project using in-house crews, GS&P has provided no services during bidding and construction phases of the project. If desired, additional services may be authorized by the City with an amendment to this agreement. GS&P has included a minimal amount of time in our fee proposal to assist the City's project manager in conducting a public information meeting, if desired.

The 8-inch water main dead-ends at an automatic flushing device manufactured by Hydro-Guard®. The manufacturer's website, <http://www.hydro-guard.com/index.html>, indicates that "the system uses modern technologies, including SCADA compatibility, to monitor water quality in distribution piping and automatically initiate flushing as necessary to maintain disinfectant residuals as required by the U.S. Environmental Protection Agency. This system conserves water, reduces chlorine consumption, and improves customer satisfaction by helping avoid taste and odor, while requiring minimal supervision by utility personnel." It appears that the City is using a system similar to the HG-6 Hydrant Automatic Flushing System.

Just beyond the flushing device and further to the west along Old Carters Creek Pike, the area is served by another utility, the Hillsboro, Burwood, & Thompson Station Utility District (HB&TS). We assume that HB&TS has a similar dead-end water main located near Franklin's flushing device.

Along the alignment we noted narrow shoulders along the two-lane road with several existing utilities including natural gas (Atmos Energy), buried and overhead electric, buried and overhead telecommunication lines (South Central Bell markers), pad mounted transformers, etc. We also noted several areas where the existing water main and meters were marked in the field, particularly near the intersection close to the abandoned storage tank. However, we did not see any existing fire hydrants along Old Carters Creek Pike which may indicate that fire protection is not currently provided.

The group discussed the possibility of reducing the water main size down from 8-inches. We note that TDEC's *Community Public Water Systems Design Criteria* states that the minimum size of pipe for principal water mains and for water mains where fire hydrants are to be attached shall be 6-inch diameter. The criteria also states that the size of water mains shall be justified by hydraulic analysis and that fire hydrants shall not be connected to water mains that are not capable of providing a flow of 500 gpm at 20 psi. Furthermore, the system shall be designed to maintain a minimum pressure of 20 psi at



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ground level at all points in the distribution system under all conditions of flow. As stated in WMD's *General Requirements and Technical Specifications*, the water main size(s) will be justified by hydraulic analysis based on flow demands and pressure requirements (Section 33 1100, Paragraph 1.4). Paragraph 1.4 also specifies that dead ends shall be minimized in order to provide better water service by looping the system and the minimum size water line to serve a fire hydrant is 6-inches.

The *General Requirements and Technical Specifications* approved on May 6, 2013 for the Water Management Department (WMD) for the City of Franklin, Tennessee indicate the minimum size water main shall be 8-inch diameter and be ductile iron pipe unless otherwise approved or required by WMD (Water Utility Distribution Piping – Section 33 1100, Paragraph 1.4). Further, the *Specifications* indicate that the number and spacing of hydrants shall be in accordance with the International Fire Code as adopted (Hydrants-Section 33 1219).

We reviewed Article 19.25.055 of the International Fire Code which indicates that public (those that are owned by the City) hydrant spacing shall be measured along vehicle access routes and shall be no more than 600 feet apart in areas zoned for single-family residential use. In areas other than single-family residential use, public fire hydrants shall be spaced an average of 300 feet apart. This item will require further investigation during preliminary design.

Also, the concept of a dead-end main will need some careful attention during preliminary design. The American Water Works Association (AWWA) recommends avoiding dead-end mains if at all possible. From a hydraulic standpoint, a fire or large demand can only be served through a single line and flow is restricted. Therefore, a high demand is best served off of a grid or "looped" system. Also, if repair work is performed on a dead-end main, customers beyond the repair lose service until the main is repaired, disinfected and placed back in service.

AWWA also recommends looped mains because they generally flow continually in one direction or another, so they do not experience water that degrades or becomes stagnant. In the case of the Old Carter Creek Pike project, sizing the mains to provide adequate fire flow without looping the system may result in water quality degradation due to the low domestic use and water demand. Water quality often degrades to the point of prompting customer complaints about taste, odor, or rusty water. Many water systems have had to set up regular schedules of flushing dead-end mains to avoid customer complaints. AWWA's *Water Distribution Operator Training Handbook* states "Because water mains are designed for fire flow, domestic use may be so low that the water may be weeks old before it reaches the end of the main."

US EPA also advises that water age is a major factor in water quality deterioration within a distribution system. The deterioration results from either the interactions



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between the water and pipe wall or reactions within the bulk water itself. As water in the pipe ages, disinfectant residuals decline and the disinfectant by-products (DBPs) increase. USEPA's Stage 2 Disinfectants/Disinfection Byproducts Rule (D/DBPR) residual level is 0.80 mg/L or less for trihalomethanes (THMs) and 0.06 mg/L or less for haloacetic acids (HAAs).

SECTION 2 – SCOPE OF SERVICES

Task 1 – Surveying, Engineering Design and Permitting

GS&P will conduct a Project Kick-off Workshop to review the project scope and schedule. The workshop session will be a valuable tool for the team to identify the project's objectives, issues and concerns. Prior to initiation of the design, it is recommended to conduct a site visit and discuss the operation of the existing main with Franklin's distribution staff. If possible, this will occur on the same day as the workshop.

Preliminary design (10%) will include water main routing plan/alternatives overlaid on existing mapping (i.e., Williamson County GIS) and preliminary cost estimates¹ of the proposed routes. This phase of the design will precede topographic surveying of the route and existing utilities.

¹Note: In preparation for this proposal, GS&P requested budget costs from a local ductile iron pipe representative. For Class 350 ductile iron, the budgetary numbers for material cost of 6-inch and 8-inch ductile iron are \$12.25/LF and \$16.30/LF, respectively.

GS&P will provide detailed design drawings and specifications for design review at 10%, 50% and 90% milestone completion dates. Our team has based the proposed scope and fee upon the conceptual alignment/corridor included in **Appendix A**. GS&P plans to present the design deliverables in a face-to-face meeting with the City's Engineering and Water Management Department staff.

GS&P's team will prepare detailed plans and specifications showing the extent and character for the project in accordance with accepted engineering practices and the *Community Public Water Systems Design Criteria* manual published by the Division of Water Resources. The Drawings will include base survey drawings, location maps, water main alignment sheets (plan sheets assumed with no profile due to anticipated main diameter). Drawings will also include details for erosion and sediment control and typical details WMD would like included in the set. The Final Design drawings used for permit applications will be signed and sealed by the GS&P project manager, Chris Hammer, P.E. (TN#109412).



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Based upon our current understanding of the project scope, GS&P estimates the drawing set to include approximately **17** sheets as follows:

<u>Title</u>	<u>No. Sheets</u>
Cover Sheet/Vicinity Map	1
Index/Situation Sheet	1
General Notes & Standard Abbreviations	1
Plan Sheets – Water Main Alignment (1"=50')	7
Water Main Connection Details	1
Erosion Prevention & Sedimentation Control Drawings	2
Erosion Prevention & Sedimentation Control – Details	2
Water Standard Details	2
Total	17

Tennessee Department of Environment and Conservation (TDEC) requires plans review and approval for modifications to a public water system. Four (4) copies of the final plans and specifications will be submitted to TDEC. In addition, GS&P will prepare the hydraulic calculations, summary of the basis of design, and the *Plans Review Fee Worksheet* (CN-1188) together with the proper fee to the Division of Water Resources.

Based upon our understanding that the WMD will be constructing the project, GS&P assumes that a detailed bid quantity breakdown and bid schedule will not be required. We propose to submit a table of contents of the technical specifications to be used for the project at the 50% design milestone using the *General Requirements and Technical Specifications* of the WMD. At the 90% design milestone, a complete set of technical specifications will be prepared for review in preparation for submittal of the project to TDEC for construction approval.

Concurrent with the development of the 10% conceptual routing alternatives and construction cost estimates, GS&P will prepare a brief Preliminary Design Report (PDR) to provide the basis for design. The PDR will include the results of research on City/County fire flow requirements, water age calculation, permitting requirements and distribution system water modeling.

GS&P will calculate water age in the dead-end water main by using a water quality calculator. When compared to customer billing and flow estimates for customers along the route, this task will provide the amount of uncirculated water left in the pipe and the days for replenishment with fresh water. If desired by WMD, GS&P will review residual levels at the end of the main (from samples collected by the City) and include this information in our discussion of water age. GS&P will also include either an estimate of (or actual data of) water routinely flushed from the existing main to achieve an



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acceptable level of water quality along Old Carters Creek Pike. These subtasks will provide quantitative data to provide recommendations for the replacement main and support the financial decision on whether the new main should be looped.

We understand that Franklin's existing water model is from Bentley Systems, Inc., WaterGems V8i. We propose either to use model input data provided by the City from WaterGems or to prepare a concise, stand-alone model of the immediate project vicinity - Carters Creek Reservoir, Old Carters Creek Pike and a portion of Carters Creek Pike (for consideration of a looped main).

The water model will be used to determine options on reducing the size of the new water main and potential options for serving the ± 7 customers near the dead-end of the main at the least possible cost while being in compliance with current codes. For example, the new main should provide flushing velocities of 2 feet per second or greater as required by TDEC. Also, the model can provide a "snapshot" of future conditions if additional customers are added along Old Carters Creek Pike.

The GS&P team plans to provide surveying services to accurately depict existing conditions for the project. A good base map for the project is a cornerstone for developing detailed drawings and communicating with regulatory agencies and the public. Prior to surveying, our subconsultant, Civil Infrastructure Associates, will call in tickets to the Tennessee One Call System to locate existing underground utilities along the proposed alignment. We have found it very beneficial to have the existing utilities marked prior to surveying and design and are hopeful that the various agencies involved will assist with this pre-design effort. For the purpose of preparing this proposal, we have assumed a $\pm 1,000$ LF main extension from Old Carters Creek Pike to Carters Creek Pike to provide looped mains. This concept will be evaluated during the modeling task.

In addition to the submittal of plans and specifications to TDEC, GS&P assumes that the project will require the preparation of a Stormwater Pollution Prevention Plan (SWPPP). The design will include the best management practices consistent with the City of Franklin Stormwater regulations while construction is underway. We have assumed that an Aquatic Resources Alteration Permit (ARAP) will be required for a potential blue line stream crossing near the dead-end portion of the project. Based upon our current understanding of the routing for the new water main, we assume that a TDOT Encroachment Permit will not be required. We assume that Old Carters Creek Pike is a county road and WMD will address any permits required for open cut excavation for the new main and service replacements. Civil Infrastructure Associates (CIA) will provide the necessary easement descriptions and exhibits. It is assumed that the City will acquire private property owner easements, if necessary.



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SECTION 3 – SUBCONSULTANTS

GS&P will perform all required design services on this project in-house from our Nashville, Tennessee office. The project design will be managed by Chris Hammer, P.E. who resides in Franklin. Civil Infrastructure & Associates (CIA) will provide surveying services for the project at the cost included in the fee pricing proposal included as **Appendix B**. CIA has a working relationship with the City of Franklin's Engineering and Water Management Departments and recently completed a significant surveying project at the City's Wastewater Treatment Plant.

For the Old Carters Creek Pike Water Main Replacement project, CIA will generally perform the following tasks:

- Research to obtain utility mapping, record drawings, deeds, plats, etc.;
- Prepare and mail letters to property owners;
- Submit 811 Utility Locate Tickets (and request locate from City);
- Establish survey control points along corridor with NAD83 SPC Horizontal and NAVD88 Vertical values tied to TGRN including levels;
- Horizontal and vertical location of features within the survey limits including flags and markers, poles, wires, cables, meters, valves, hydrants, manholes, etc. Survey will also include meters outside of survey limit;
- Locate grade breaks, ditches, swales, and ground shots at approximate 50' station intervals to create a DTM and produce 2' topographic contours;
- Recon, recover and locate right-of-way monumentation and property corners;
- Process field data, resolve right-of-way/property and prepare deliverable.

Also, our fee has been prepared based upon preparation of ten (10) easement descriptions and exhibits using the City's desired format at an estimated cost of \$150/ea.

Please note that a geotechnical investigation for the project is not included as part of this proposal. If desired, GS&P can provide the services of a qualified geotechnical engineer in support of the project.

SECTION 4 – SERVICES NOT INCLUDED

Professional and engineering services not yet included within this proposal consist of the following:



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- Phase I or Phase II Environmental Site Assessment work to determine subsurface conditions or the degree of contamination from any identified environmental conditions;
- Geotechnical field exploration for determination of subsurface site conditions at the pump station and railroad crossing locations;
- Payment of application, permit or inspection fees. However, we have included the fee to submit plans, specifications and engineering calculations to TDEC.
- Environmental permitting requirements with the exception of preparation of a site specific SWPPP, ARAP and TDEC submittal requirements.
- Determination of local flood elevation (i.e., 100-yr. historic flood elevation).
- Other assumptions and exclusions as presented in this proposal for services.

SECTION 5 – OWNER RESPONSIBILITIES

The City of Franklin will provide GS&P with access to the site, as-built records, and notice to proceed based on the proposed services. The City will participate in design reviews for the project and render decisions for completion of the project in a timely manner. The City will provide data requested by the engineer for hydraulic analysis of the system and record drawings for existing infrastructure at the project site.

SECTION 6 – DELIVERABLES

GS&P will submit all data and documents electronically and in hard copy format at the deliverable milestones. Hard copies will be as follows:

- Preliminary Design Report – 6 copies
- Plans – 6 copies each, full size and ½ size
- Specifications – 2 copies
- TDEC Construction Approval Permit
- Opinion of Probable Construction Cost

Electronic transmittals will be in PDF format for the Preliminary Design Report (PDR), 10%, 50%, 90% and 100% design phase.



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SECTION 7 – FEE

Our Fee Pricing Proposal is provided as **Appendix B** at the end of this proposal document. Professional services during bidding and construction phases has not yet been included in the scope and fee. However, these services may be added to this proposal or at a later date by an additional task order if desired by the City of Franklin. Our fee includes submittal of plans and specification to TDEC along with the anticipated review fee based on the sketch attached as **Appendix A**. No other application or inspection fees have been included in our fee proposal. Our fee estimate includes the professional surveying services of Civil Infrastructure Associates as described above. The estimate fee for the project is as follows:

Task 1 – Surveying, Engineering Design & Permitting	\$79,498
---	----------

The Engineer proposes to complete the Scope of Services defined herein at hourly fixed rates per the attached schedule according to the budgets and maximum hours presented. Hourly rates are presented in Exhibit B: Standard Hourly Rates Schedule & Reimbursable Expenses Schedule.

In the event Owner provides written requests that Engineer provide additional services beyond those stated herein, Engineer will provide the extra services and invoice Owner according to Exhibit B: Standard Hourly Rates Schedule & Reimbursable Expenses Schedule. All accounts unpaid after 30 days from the date of original invoice will be subject to a service charge of 1-1/2% per month.

SECTION 8 – PRELIMINARY SCHEDULE

Engineer proposes to provide the Basic Services necessary to complete the project in a timely manner according to the schedule presented. The proposed schedule is based on the orderly and continuous progression of the project through completion. In the event that issues arise beyond the Engineer's control, the proposed schedule shall be adjusted accordingly. The time of completion from Notice to Proceed to final design of the Old Carters Creek Pike Water Main Replacement project is generally estimated to be as follows:

Notice to Proceed	April 15, 2015
Project Kick-off Workshop	April 21, 2015
Complete PDR & 10% Conceptual	June 2, 2015
Being Topographic Surveying	June 8, 2015



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Final Design & Specifications Complete August 17, 2015

TDEC Submittal August 19, 2015

Begin Construction September 21, 2015

GS&P will review WMD's schedule and goals for the project and will expedite the surveying and design activities listed above if necessary.



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EXHIBIT B - Standard Hourly Rates & Reimbursable Expenses Schedule

The following classifications and associated unit rates are general and will be used as guidelines for the services of professional disciplines offered: They are subject to be updated up to twice annually.

Professional Services

Classification	Rate/Hour
Principal-in-Charge	\$195 - \$260
Project Manager	\$175 - \$215
Senior Project Engineer	\$175 - \$205
Project Engineer	\$120 - \$175
Intern Engineer	\$75 - \$105
Survey Manager	\$115 - \$125
Project Surveyor	\$90 - \$110

Technical Services

Classification	Rate/Hour
Project Coordinator	\$70 - \$90
CADD Technician II	\$70 - \$100
CADD Technician III	\$100 - \$125
Surveying Party Chief	\$60 - \$80
Senior Geologist	\$110 - \$135
Technician	\$70 - \$90
Administrative Assistant	\$60 - \$80
Clerical	\$65 - \$75
Construction Administrative Assistant	\$65 - \$80
Resident Project Representative	\$70 - \$110

Expenses

	Rate
Automobile Travel	Current IRS Rate
Other travel and subsistence expenses (lodging, meals, air travel, etc.)	At Cost
Printing, overnight mail, courier, long distance, postage, copies, etc.	At Cost
Sub-Consultant Services	At Cost
Agency Review Fees	At Cost



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APPENDIX A

ATTACHMENT 1 – SURVEY LIMITS/CONCEPTUAL ROUTING MAP & COF GIS MAP – WM CONNECTION VICINITY





February 3, 2015

- | | | | | | |
|---|------------------|---|-------------------|---|--------------------|
|  | Water Meters |  | Water Valves |  | Fire Hydrants |
|  | Water Tank Point |  | Blow Off Valves |  | Water Lateral Pipe |
|  | Booster Station |  | Air-Release Valve |  | Waterline |

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and



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APPENDIX B

FEE PRICING PROPOSAL



**City of Franklin, Tennessee
Water Management Department
Old Carters Creek Pike Water Main Replacement
Fee Pricing Proposal
March 9, 2015**

[illegible]



SUPPLEMENT TO UTILITY RELOCATION CONTRACT

THIS SUPPLEMENT **#1** to Contract No. **7911** made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of Franklin, (Sewer)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT and the Utility entered into Contract No. **7911**, dated the **10th day of December, 2012**, in which the parties agreed to certain matters concerning the relocation of utilities on PIN No. **106269.00, I-65, From North of SR-840 To North of SR-248 (Includes SR-248 – Goose Creek Interchange)**, located in **Williamson** County, Tennessee.; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original contract;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To change the paragraph,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$249,470.20**, including the amount of **\$20,570.20** for the cost of engineering; including the amount of **\$0.00** for the cost of inspection provided by the Utility; including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$0.00** for the cost over the maximum TDOT reimbursement amount, and of which **48** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **52** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

To the following,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$530,764.39**, including the amount of **\$34,814.39** for the cost of engineering; including the amount of **\$55,800.00** for the cost of inspection provided by the Utility; including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$0.00** for deposit for the utility work in the State contract, and of which **48** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **52** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

It is understood that the above are the only changes made in said contract.

IN WITNESS WHEREOF, the parties have EXECUTED this agreement

UTILITY

City of Franklin, (Sewer)

BY: _____

TITLE: _____

DATE: _____

Approved as to form:

By: _____

Shauna R. Billingsley

City Attorney

STATE OF TENNESSEE

DEPARTMENT OF TRANSPORTATION

BY: _____

John C. Schroer

Commissioner

DATE: _____

APPROVED AS TO FORM:

BY: _____

John H. Reinbold

General Counsel



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
600 J.K. Polk Bldg.
NASHVILLE, TN 37243-0337

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

Contract transmitted Date: 1/21/2015

MARK HILTY
CITY OF FRANKLIN
124 LUMBER DRIVE
FRANKLIN, TN 37064

sewer

PROJECT#/S: 94002-2181-44 COUNTY/S: WILLIAMSON
FEDERAL#: IM/HPP-65-2(89) PIN #: 106269.01.00
DESCRIPTION: I-65, FROM N. OF SR-840 TO N. OF SR-248 (INCLUDES SR-248 - GOOSE CREEK INTERCHANGE), 106269.01 AND 106269.02.

Please refer to the above captioned project number on all correspondence concerning utility relocation.

Dear Mr. Mark Hilty,

Enclosed are two (2) originals of the contract between the State and your utility prepared to cover the adjustment of facilities belonging to your company on the above referenced project.

The Contracts must have all boxes checked and blank lines completed

The Contracts must be signed by **either**

- 1) **an officer of the company (President, Vice-President, or General Manager**
or
- 2) **an individual that is specifically authorized by the board of directors to execute agreements and bind the company to those agreements. The individual must provide a letter of empowerment, signed by an officer of the company.**

This project is currently scheduled for letting. 8/30/2013

After all copies of the contract have been executed on behalf of the utility, please return TWO (2) ORIGINALS to me for further handling. A signed copy will be sent to you with the authorization to begin work once the contract is executed by TDOT.

Sincerely,


Jim Byrd
600 J.K. Polk Bldg.
Nashville, TN 37243-0337
Right-of-Way Office
Phone:
Fax: (615) 253-1119
Email:
Enclosure

cc: BRAD MONTGOMERY
Ronnie Porter, TDOT Programming Office
File



Utility Relocation Estimate

Summary of Project Cost
(Attach Utility Detailed Worksheets)

Project No: 94002-2181-44 (SEWER)

County: Williamson

Date: July 2, 2014

for consideration of reimbursement on this project.**

Contact Name (1): Mark Hilty
 E-mail: mark.hilty@franklintn.gov Phone: 615-794-4554
 Contact Name (2): Paul Holzen
 E-mail: paul.holzen@franklintn.gov Phone: 615-791-3218
 Utility Name: City of Franklin
 Address: 109 3rd Avenue South
 City, State: Franklin, TN Zip: 37064

Percent On Private: 48% Private ROW - # Main Poles/Length facility: 300
 Percent On Public: 52% Public ROW - # Main Poles/Length facility: 328
 Total Percentage: 100% Total Number of poles/Length of facility: 628

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)?

Y

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

TDOT Use ONLY

RG Approval and Date:

Consult Appr. Date: 3/29/2012

Amount Approved: \$502,034.39

HQ Approval and Date:

CH86 (Y) N PIN# 106269.01

LET: 8/30/2013 Contract #: 7911

Easement Contract #

NO COST / NO REIMBURSEMENT (STOP HERE. REMAINDER OF FORM IS NOT REQUIRED)

UTILITY REQUESTS ☐ Chapter 86 Move Prior ☐ % Public / Private Utility Relocation
 REIMBURSEMENT: ☒ Chapter 86 MOVE IN ☐ % Public / Private MOVE IN State Contract
 (Please check ONE) ☐ Other ☐ Utility Replacement Easement Reimbursement

A. Labor

1) Construction Labor (In House) + (Contract) + (Overhead) (From Pg 6.1)	Ref Page	\$ 440,150.00	
2) Preconstruction Engineering (In House)+(Consultant)+(Overhead)(From Pg 6.1)	Ref Page	\$ -26,257.58	25,852.92
3) Construction Engineering (In House) + (Consultant) + (Overhead) (From Pg 6.1)	Ref Page	\$ -8,376.66	8,247.47
4) Other Expenses (Transportation, Lodging, Meals, Printing, etc.) (From Pg 6.1)	Ref Page	\$ 714.00	
5) Easement Acquisition Expenses (From Pg 6.1)	Ref Page	\$ 32,861.84	
6) Inspection (From Pg 6.1)	Ref Page	Private = \$ -27,260.46	26,784.00
		Total A	\$ -502,758.30
			\$ 530,764.39

Public = \$29,016.00 (Includes Betterment)

B. Materials & Supply

1) Subtotal Material to Install (From Pg 5.1)	Ref Page	\$ -
2) Note only: Material provided to State Contractor (Pg 5.1)	Ref Page	\$ -
Less: Salvage (Estimated Values only. Final bill will include actual salvage values.)		
1.1 Subtotal Material Recovered/Salvaged (From Pg 3.1)	Ref Page	\$ -
1.2 Subtotal Non-Usable (junked) (From Pg 3.1)	Ref Page	\$ -
Total Material Recovered/Salvaged/Junked		\$ -
Net Material Cost		Total B \$ -

(Includes Betterment)

C. Site Cost

1) Clearing and Grubbing (From Pg 2.1)	Ref Page	\$ -
2) Traffic Control (From Pg 2.1)	Ref Page	\$ -
3) Erosion Control (From Pg 2.1)	Ref Page	\$ -
Total C		\$ -

(Traffic and Erosion Control are not required if utility chooses MOVE IN Contract)

D. Total Cost (Contract Amount)

(W/out Betterment) Total D = (A+B+C)-E \$ -502,758.30 (Includes Betterment) Total D=(A+B+C) \$ -502,758.30

E. Betterment

1) Betterment - Labor Installation & Removal (From Page 3.1 & 5.1)	Ref Page	\$ -
2) Betterment - Materials (From Page 5.1)	Ref Page	\$ -
Total Betterment		Total E \$ -

F. Total Amount Due:

Estimate exceeds \$1.75M = N

Estimate capped 75% = N

Utility Reimbursement

Amount Utility Owes (CH86 exceeds \$1.75M)

Amount Utility Owes (CH86 exceeds 75%)

Utility Deposit (if applicable):

Chapter 86 Move In	Chapter 86 Move Prior	Non-Chapter 86 Move In	Non-Chapter 86 Move Prior
\$ -62,608.30	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -

* Inspection cost for Private is added after the percentage is applied.

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.

Revision 11-11-2011



APPROVED

"ATTACHMENT A"

DATE 7/23/2014

TDOT Utility Form 2011-16

Page 6.1

BY [Signature] REG. UTILITIES OFFICE



Estimate of Engineering Cost

(Attach Scope of Work for Project)

Project No.: 94002-2181-44 (SEWER)
 Utility Name & Address:
 CITY OF FRANKLIN
 109 3rd Avenue South
 FRANKLIN, TN 37064

County: WILLIAMSON
 Consultant Name & Address:
 HETHCOAT & DAVIS, INC.
 278 FRANKLIN RD, SUITE 200
 BRENTWOOD, TN 37027

(In order to complete this form accurately, Place an "X" in the appropriate box below)

☒ Standard Consultant Contract

☐ Continuing Contract Agreement (attach copy of Continuing Contract for TDOT verification)

Engineering

Classification	Rate/Hr	I. Pre-Construction	II. Construction	III. Inspection
		Hours	Hours	Hours
Principal	\$ 62.50	3	3	
Project Manager	\$ 48.08	19	10	
Senior Engineer	\$ -			
Design Engineer	\$ 28.85	80	40	
Project Engineer	\$ -			
Engineer	\$ -			
Senior Designer	\$ 32.00	108	20	
Designer	\$ 26.00	40		
Tech / Drafter	\$ -			
Clerk	\$ 21.63	12	8	
Inspector	\$ 50.00			496
	\$ -			
Subtotal Engineering =		262	81	496
		\$ 8,164.58	\$ 2,635.34	\$ 24,800.00

Surveying

Surveyor	\$ 21.00	32	16	
Rod Person	\$ 16.00	32	16	
Survey Technician	\$ 24.00	32		
	\$ -			
	\$ -			
Subtotal Surveying =		96	32	
		\$ 1,952.00	\$ 592.00	
Total Engineering / Survey		358	113	496
		\$ 10,116.58	\$ 3,227.34	\$ 24,800.00

IV. Other Expenses

Cost/Unit	Quantity	Total	Quantity	Total	Quantity	Total
Transport/Mile	\$ 0.44 X 300	\$ 132.00	300	\$ 132.00		\$ -
Meals / Day	\$ - X	\$ -		\$ -		\$ -
Lodging / Day	\$ - X	\$ -		\$ -		\$ -
Print		\$ 200.00				
Other:	TDEC Review Fee	\$ 250.00				
Other:						
(For additional expenses not listed, attach sheet for reference)						
Subtotal Misc. Expenses =		\$ 582.00		\$ 132.00		\$ -

V. Indirect/Overhead Expenses (not to exceed 145% of I, II, III)

Indirect/Overhead Rate:	125.00%	125.00%	125.00%	125.00%
	\$ 13,050.39	\$ 4,163.27	\$ 31,992.00	

(These expenses only apply to Consultant Engineering Services without a Continuing Contract agreement with the Utility)

VI. Profit: (2.35 x (I, II, III) x Allowable Rate)

Allowable Rate:	13.00%	13.00%	129.00%	
	\$ 3,090.62	\$ 985.95		

(These expenses only apply to Consultant Engineering Services without a Continuing Contract agreement with the Utility)

TOTAL ENGINEERING COST:

Standard Consultant: (I+II+IV+V+VI) =	\$ 35,348.14	Standard Consultant:	\$ 26,784.00
(Inspection Costs not included)	\$ 34,814.39	Private:	\$ 27,260.16
Continuing Contract: (I+II+IV) =	\$ -	Public:	\$ 29,531.84
(Inspection Costs not included)			\$ 29,016.00

Total Cost (Engineering & Inspection):

Standard Consultant:	\$ 92,140.14	Private:	\$ -
Continuing Contract:	\$ -	Public:	\$ -
Engineering BETTERMENT:	\$ -		



APPROVED
 11/14/14
 AS NOTED

APPROVED
 DATE 7/23/2014
 BY [Signature]
 REG. UTILITIES OFFICE



Chapter 86 Certification

accordance
with
Tennessee

PROJECT #/S: 94002-2181-44

COUNTY/S: Williamson

FEDERAL: IM-HPP-65-2(89)

PIN: 106269.01

1. The utility is seeking reimbursement under provisions of TCA 54-5-804 as amended by Public Acts 2003, Chapter number 86.
2. To the best of my knowledge the utility is in compliance with TCA § 54-5-804(a)(1) and this policy in that the utility has returned its relocation plan, schedule, and cost estimate to the Department within 120 days after receipt of the Department's project plans, or within such additional time as may be allowed in accordance with TCA § 54-5-854(b).
3. To the best of my knowledge the utility is in compliance with TCA 54-5-804(b) in that the utility has a valid permit to locate its utility facility on the public highway right-of-way.
4. The utility is eligible for reimbursement in accordance with the Limitation provisions of the TDOT Policy 340-07 in that it is:
☒ Municipally Owned ☐ Utility District ☐ Utility Cooperative
5. The utility is considered to be a specific utility category listed in accordance with the Limitation provisions of the TDOT Policy 340-07:
☐ Water
☒ Waste Water
☐ Gas ☐ Distribution ☐ Transmission
☐ Electric ☐ Distribution ☐ Transmission
☐ Communication ☐ CATV ☐ Phone ☐ Fiberoptic ☐ Broadband
☐ Street Lighting
☐ Other

Signature indicates this individual has the legal authority to sign contracts and agreements to obligate the utility.

Signed: Paul P. Holzen

Date: 3/20/12

Print Name: Paul P. Holzen

Title: Director of Engineering

Utility Name: City of Franklin - Sewer

Address: 109 3rd Ave South

City, State, Zip: Franklin, TN 37064

Phone No: 615-290-2717

Fax No: _____

Email: paul.holzen@franklin.tn.gov





Declaration of Scheduled Calendar Days

Project Number: 94002-2181-44

Date: March 19, 2012

Description: I65, FROM N. OR SR 840 TO N. OF SR 248 (INCLUDES GOOSE CREEK INTERCHANGE)

County: WILLIAMSON

Utility: City of Franklin

Address: 405 Hillsboro Road

City Franklin

State: TN

Zip: 37064

Phone Number: _____

Fax Number: _____

Type of Facilities: ☐ Water ☒ Sewer ☐ Gas ☐ Telephone ☐ Electric
☐ CATV ☐ Fiberoptic ☐ Other

Required Period services cannot be interrupted: Bypass pumping required to maintain sewage flow

All estimated days should be expressed in "Calendar" days to complete installation, relocation or adjustment of the utility facilities on the above referenced project. The utility can as an option submit an "On or Before" date all work will be completed. In accordance with provisions set forth in TCA 54-5-854.

Task	Days to Complete	Special Conditions
Stock Pile Material (Including ordering material)	30	See Note 1
Mobilize Work Force (including Bidding process if Required)	60	See Note 2
Complete Relocation	120	See Notes 3 & 4
Total Days To Complete	210	

Special Conditions:

Note 1 - All mat's will require submittals to city for approval prior to release of material order by the contractor

Note 2 - assumes project is included and bid with state roadway contract

Note 3 - schedule will be dictated by the road contractor and his approach to work

Note 4 - reclaimed water tie-ins to occur at off peak times with 72 hour advance notice to city. Bypass pumping required for live sewage flow control.

Paul P. Hogen 3/20/12
Signature of submitting Date
Utility Representative

[Signature] _____
Signature of submitting Date
State Representative

APPROVED
DATE 3/26/2012
BY [Signature]
REG. UTILITIES OFFICE

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.

[Signature]
5/25/12



SUPPLEMENT TO UTILITY RELOCATION CONTRACT

THIS SUPPLEMENT **#1** to Contract No. **7912** made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of Franklin, (Sewer)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT and the Utility entered into Contract No. **7912**, dated the **10th day of December, 2012**, in which the parties agreed to certain matters concerning the relocation of utilities on PIN No. **106269.00, I-65, From North of SR-840 To North of SR-248 (Includes SR-248 – Goose Creek Interchange)**, located in **Williamson** County, Tennessee.; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original contract;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To change the paragraph,

WHEREAS, the Utility has furnished TDOT with a relocation plans and an estimate showing the cost of acquiring said replacement easements, which estimate is in the amount of **\$19,125.00**; and

To the following,

WHEREAS, the Utility has furnished TDOT with a relocation plans and an estimate showing the cost of acquiring said replacement easements, which estimate is in the amount of **\$32,861.84**; and

It is understood that the above are the only changes made in said contract.

IN WITNESS WHEREOF, the parties have EXECUTED this agreement

UTILITY

City of Franklin, (Sewer)

BY: _____

TITLE: _____

DATE: _____

Approved as to form:

By: _____

Shauna R. Billingsley

City Attorney

STATE OF TENNESSEE

DEPARTMENT OF TRANSPORTATION

BY: _____

John C. Schroer

Commissioner

DATE: _____

APPROVED AS TO FORM:

BY: _____

John H. Reinbold

General Counsel



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
600 J.K. Polk Bldg.
NASHVILLE, TN 37243-0337

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

Contract transmitted Date: 1/21/2015

MARK HILTY
CITY OF FRANKLIN
405 HILLSBORO RD.
FRANKLIN, TN 37065

sewer
Replacement
Easement

PROJECT#/S: 94002-2181-44 COUNTY/S: WILLIAMSON
FEDERAL#: IM/HPP-65-2(89) PIN #: 106269.01.00
DESCRIPTION: I-65, FROM N. OF SR-840 TO N. OF SR-248 (INCLUDES SR-248 - GOOSE CREEK INTERCHANGE), 106269.01 AND 106269.02.

Please refer to the above captioned project number on all correspondence concerning utility relocation.

Dear Mr. Mark Hilty,

Enclosed are two (2) originals of the contract between the State and your utility prepared to cover the adjustment of facilities belonging to your company on the above referenced project.

The Contracts must have all boxes checked and blank lines completed

The Contracts must be signed by **either**

- 1) **an officer of the company (President, Vice-President, or General Manager or**
- 2) **an individual that is specifically authorized by the board of directors to execute agreements and bind the company to those agreements. The individual must provide a letter of empowerment, signed by an officer of the company.**

This project is currently scheduled for letting. 8/30/2013

After all copies of the contract have been executed on behalf of the utility, please return TWO (2) ORIGINALS to me for further handling. A signed copy will be sent to you with the authorization to begin work once the contract is executed by TDOT.

Sincerely,

Jim Byrd
600 J.K. Polk Bldg.
Nashville, TN 37243-0337
Right-of-Way Office
Phone:
Fax: (615) 253-1119
Email:
Enclosure

cc: BRAD MONTGOMERY
Ronnie Porter, TDOT Programming Office
File



Utility Relocation Estimate

Summary of Project Cost
(Attach Utility Detailed Worksheets)

Project No: 94002-2181-44 (SEWER)

County: Williamson

Date: July 2, 2014

for consideration of reimbursement on this project.**

Contact Name (1): Mark Hilty
E-mail: mark.hilty@franklintn.gov Phone: 615-794-4554
Contact Name (2): Paul Holzen
E-mail: paul.holzen@franklintn.gov Phone: 615-791-3218
Utility Name: City of Franklin
Address: 109 3rd Avenue South
City, State: Franklin, TN Zip: 37064

Percent On Private: 48% Private ROW - # Main Poles/Length facility: 300
Percent On Public: 52% Public ROW - # Main Poles/Length facility: 328
Total Percentage: 100% Total Number of poles/Length of facility: 628

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? ☒ Y

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

☐ NO COST / NO REIMBURSEMENT (STOP HERE. REMAINDER OF FORM IS NOT REQUIRED)

UTILITY REQUESTS ☐ Chapter 86 Move Prior ☐ % Public / Private Utility Relocation
REIMBURSEMENT: ☒ Chapter 86 MOVE IN ☐ % Public / Private MOVE IN State Contract
(Please check ONE) ☐ Other ☐ Utility Replacement Easement Reimbursement

A. Labor

- 1) Construction Labor (In House) + (Contract) + (Overhead) (From Pg 6.1)
- 2) Preconstruction Engineering (In House)+(Consultant)+(Overhead)(From Pg 6.1)
- 3) Construction Engineering (In House) + (Consultant) + (Overhead) (From Pg 6.1)
- 4) Other Expenses (Transportation, Lodging, Meals, Printing, etc.) (From Pg 6.1)
- 5) Easement Acquisition Expenses (From Pg 6.1)
- 6) Inspection (From Pg 6.1)

Ref Page \$ 440,150.00
Ref Page \$ 26,257.58
Ref Page \$ 8,376.56
Ref Page \$ 714.00
\$ 32,861.84
Private = \$ 27,260.16
Total A \$ 502,758.30

B. Materials & Supply

- 1) Subtotal Material to Install (From Pg 5.1)
- 2) Note only: Material provided to State Contractor (Pg 5.1)
- Less: Salvage (Estimated Values only. Final bill will include actual salvage values.)
- 1.1 Subtotal Material Recovered/Salvaged (From Pg 3.1)
- 1.2 Subtotal Non-Usable (junked) (From Pg 3.1)

Total Material Recovered/Salvaged/Junked
(Includes Betterment) Net Material Cost

Ref Page \$ -
\$ -
\$ -
\$ -
Total B \$ -

C. Site Cost

- 1) Clearing and Grubbing (From Pg 2.1)
- 2) Traffic Control (From Pg 2.1)
- 3) Erosion Control (From Pg 2.1)

(Traffic and Erosion Control are not required if utility chooses MOVE IN Contract)

Ref Page \$ -
Ref Page \$ -
Ref Page \$ -
Total C \$ -

D. Total Cost (Contract Amount)

(W/out Betterment) Total D = (A+B+C)-E

\$ 502,758.30

(Includes Betterment)

Total D=(A+B+C) \$ 502,758.30

E. Betterment

- 1) Betterment - Labor Installation & Removal (From Page 3.1 & 5.1)
- 2) Betterment - Materials (From Page 5.1)

Ref Page \$ -
Ref Page \$ -

Total Betterment

Total E

\$ -

F. Total Amount Due:

Estimate exceeds \$1.75M = N

Estimate capped 75% = N

Utility Reimbursement

Amount Utility Owes (CH86 exceeds \$1.75M)

Amount Utility Owes (CH86 exceeds 75%)

Chapter 86 Move In
\$ 62,608.30
\$ -
\$ -

Chapter 86 Move Prior
\$ -
\$ -
\$ -

Non-Chapter 86 Move In
\$ -
\$ -
\$ -

Non-Chapter 86 Move Prior
\$ -
\$ -
\$ -

Utility Deposit (if applicable):

\$ -

\$ -

* Inspection cost for Private is added after the percentage is applied.

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.



APPROVED
AS NOTED
12/6/14
"ATTACHMENT A"
J. B. B. Jr.
Asst. State
UTILITY COORD.

APPROVED
DATE 7/23/2014
BY [Signature]
REG UTILITIES OFFICE

Labor Costs

TDOT Sheet No.

1) Construction Labor Costs (Includes Betterment)

	In-House	Bid Contract	Continuing Contract	
a. Construction Labor Installation Cost (From Page 5.1)	\$ -	\$ 440,150.00	\$ -	
b. Construction Labor Removal Cost (From Pages 3.1)	\$ -	\$ -	\$ -	
Subtotal Construction Labor Costs	\$ -	\$ 440,150.00	\$ -	
c. Overhead Percentage (Includes taxes & Social Security)	%	%	N/A	
d. Overhead (Subtotal Construction Labor x Overhead %)	\$ -	\$ -	N/A	
Total Construction Labor Costs	\$ -	\$ 440,150.00	\$ -	\$ 440,150.00

If overhead costs is included in the Labor installation cost, mark overhead percentage "0.00".

(To Page 7.1; A.1)

2) Pre-Construction Engineering

	In-House	Standard Consultant	Continuing Contract	
a. Preconstruction Engineering	\$ -		\$ -	
b. Preconstruction Surveying	\$ -	Attach APPROVED Consultant Cost (From Page 1.1)	\$ -	
Subtotal Preconstruction Engineering Costs	\$ -		\$ -	
c. Overhead Percentage (Includes taxes & Social Security)	0%		N/A	
d. Overhead (PreConstruction Engineering x Overhead %)	\$ -		N/A	
Total Pre-Construction Engineering	\$ -	\$ 26,267.58	\$ -	\$ 26,267.58

(To Page 7.1; A.2)

3) Construction Engineering

	In-House	Standard Consultant	Continuing Contract	
a. Construction Engineering	\$ -		\$ -	
b. Construction Survey & Staking	\$ -	Attached APPROVED Consultant Cost (From Page 1.1)	\$ -	
Subtotal Construction Engineering Costs	\$ -		\$ -	
c. Overhead Percentage (Includes taxes & Social Security)	0%		N/A	
d. Overhead (Subtotal Const. Engineering x Overhead %)	\$ -		N/A	
Total Construction Engineering Costs	\$ -	\$ 8,376.56	\$ -	\$ 8,376.56

(To Page 7.1; A.3)

4) Other Expenses

	In-House	Standard Consultant	Continuing Contract	
a. Transportation Expenses	\$ -	\$ 264.00	\$ -	
b. Meals	N/A	\$ -	\$ -	
c. Lodging Expenses	N/A	\$ -	\$ -	
d. Printing Expenses	\$ -	\$ 200.00	\$ -	
f. Other	\$ -	\$ 250.00	\$ -	
Total Other Expenses	\$ -	\$ 714.00	\$ -	\$ 714.00

(To Page 7.1; A.4)

5) Replacement Easement Acquisition Expenses

Sheet Number	Existing Easement (SF)	Proposed Easement (SF)	Survey & Engineering Cost	Attorneys Fees	Recording & Office Cost	Easement Cost	Sheet Subtotal Cost
U6-2	19977	3092	\$2,535.96	\$300.00	\$22.00	\$14,000.00	\$ 16,857.96
U6-1	187539	343	\$2,535.96	\$542.50	\$27.00	\$0.00	\$ 3,105.46
U6-2	6072	2878	\$2,535.96	\$300.00	\$22.00	\$6,920.00	\$ 9,777.96
U6-1, U6-2	4353	1348.73	\$2,535.96	\$542.50	\$42.00	\$0.00	\$ 3,120.46
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
Total Easement Acquisition Expenses							\$ 32,861.84

Attached Additional Sheets: Y / N

(To Page 7.1; A.4)

☐ YES - the utility will seek reimbursement of eligible inspection expenses (PRIVATE) incurred in accordance with TCA 54-5-804 (a)(3)

☒ NO - the utility will not seek reimbursement of eligible inspection expenses (PRIVATE) incurred in accordance with TCA 54-5-804 (a)(3)

6) Inspection Cost (Private) Private % cost is reimbursable

	In-House	Consultant	Continuing Contract	
	Attached APPROVED Consultant Cost (From Page 1.2)	Attached APPROVED Consultant Cost (From Page 1.1)	Attached APPROVED Continuing Consultant Cost (From Page 1.1)	
Total Inspection Costs	\$ -	\$ 27,260.46	\$ -	\$ 27,260.46

Attached Additional Sheets: Y / N

(To Page 7.1; A.6)

7) Inspection Cost (Public) Not reimbursable/must be declared

	In-House	Consultant	Continuing Contract	
	Attached APPROVED Consultant Cost (From Page 1.2)	Attached APPROVED Consultant Cost (From Page 1.1)	Attached APPROVED Continuing Consultant Cost (From Page 1.1)	
Total Inspection Costs	\$ -	\$ 29,016.00	\$ -	\$ 29,016.00

Attached Additional Sheets: Y / N

(Declaration)



APPROVED

11/14/14 Jim Byrd
Asst. State
Util. Coord.

DATE 7/23/2014
BY [Signature]
REG UTILITIES OFFICE

RESOLUTION 2015-23

A RESOLUTION AWARDING THE CONSTRUCTION CONTRACT (COF CONTRACT NO 2014-0303) FOR THE RALSTON CREEK AT CHESWICKE FARMS STREAM RESTORATION PROJECT TO VIKING PRODUCTS, INC. IN THE AMOUNT OF \$89,061.00

WHEREAS, the City of Franklin evaluated Ralston Creek in 2010 and identified it as a stream in need of restoration work; and

WHEREAS, the restoration of Ralston Creek at Cheswicke Farms area (Project) generally includes the furnishing of all materials, equipment and labor for the restoration of approximately 300 feet of Ralston Creek and tributary, in the Cheswicke Farms Subdivision between Logans Circle and Liberty Pike; and

WHEREAS, on January 13, 2015, sealed bids were received in the City of Franklin Engineering Department, City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064 and were publicly opened and read aloud for the Ralston Creek at Cheswicke Farms Stream Restoration Project (COF Contract No 2014-0303).

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that approval is granted for the bid award to Viking Products, Inc. for the Ralston Creek at Cheswicke Farms Stream Restoration Project (COF Contract No. 2014-0303) in the amount of Eighty-Nine Thousand Sixty-One and No/100 Dollars (\$89,061.00).

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE that the City Engineer or the Director of Engineering is hereby to review and approve the spending of all project funds included in the bid and award of the construction contract for the Ralston Creek at Chewicke Farms Stream Restoration Project (COF Contract No. 2014-0303).

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSE

By: _____
ERIC S. STUCKEY
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form

By: _____
Shauna R. Billingsley, City Attorney