# City of Franklin

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

## Meeting Agenda

## Work Session

**Tuesday, March 8, 2016** | **5:00 PM** | **Board Room**

**Call to Order**

**Citizen Comments**

**WORKSESSION DISCUSSION ITEMS**

**1.** 16-0211 Consideration of Event Permit for Main Street Festival sponsored by the Heritage Foundation on April 23 - 24, 2016 in Downtown Franklin. (03-09-16 WS) .

***Sponsors:*** Deb Faulkner

***Attachments:*** MSF 2016 App REVISED.pdf

**2.** 16-0218 *Consideration of Resolution 2016-10, a Resolution Granting Consent to Amend Investment Partnership Agreements with FIA Timber and BTG Pactual. (02-22-16 Pension Committee)

***Sponsors:*** Eric Stuckey and Russ Truell

***Attachments:*** Resolution 2016-10

BTG Pactual assignment of management services

FIA Amendment Number 1

FIA Amendment Number 2

**3.** 15-1020 Consideration Of Ordinance 2015-46, To Be Entitled, “An Ordinance to Rezone 3.40 Acres From CFCO-Central Franklin Character Area Overlay District, Special Area CFCO-2, to CFCO-Central Franklin Character Area Overlay District, Special Area CFCO-9, And To Rezone 51.80 Acres From CFCO- Central Franklin Character Area Overlay District, Special Area CFCO-2, to CFCO-Central Franklin Character Area Overlay District, Special Area CFCO-10, For Properties In And Near Bicentennial Park, East Of 5th Avenue North And North Of Bridge Street. (02-25-16 FMPC 9-0; 03-08-16 WS & 1st BOMA Reading 6-0; 04-12-16 BOMA 2nd Reading 8-0) THIRD AND FINAL READING

***Sponsors:*** Ald. Ann Petersen

***Attachments:***
- Ordinance 2015-46 Rezoning CFCO 9 and 10 Overlay AS AMENDED FMPC 2
- Ordinance 2015-46 - MAP Rezoning CFCO 9 and 10 Overlay AS AMENDED.pc
- Ordinance 2015-46 Rezoning CFCO 9 and 10 Law Approved 00028893
- MAP Rezoning CFCO 9 and 10 Overlay.pdf
- Letter Gerald Bucy 2 2 2016.pdf
- 2 Foot Contours.pdf

***Legislative History***

| | | |
|---|---|---|
| 11/19/15 | Franklin Municipal Planning Commission | deferred |
| 2/25/16 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |

**4.** 16-0209 *Consideration Of A Request For Water Availability Approval For 3110 Braintree Road (Map 37-F Parcel 03100) (03-08-16 WS)

***Sponsors:*** Paul Holzen

***Attachments:***
- Site Map
- Availability Request Form-3110 Braintree Rd.

**5.** 16-0205 *Consideration of Award of the Construction Contract (COF Contract No. 2015-0002) for the Hillsboro Road Improvements Project Phase 2, Independence Square to Mack Hatcher Parkway, (TDOT PIN 108409.00), to Eutaw Construction Company, Inc. in the Amount of $11,995,005.13 (03-08-16 WS)

***Sponsors:*** Paul Holzen and Engineering

***Attachments:***
- Staff Recommendation
- TDOT Concurrence
- COF 2015-0002 Hillsboro Road Contract - Law Approved

**6.** 16-0025 Consideration Of Procurement Award To Tyler Technologies, Inc. Of Lubbock, Texas, For An Electronic Citation System In The Total Non-Recurring Amount Of $233,594 For Hardware, Software Licensing And Services, Plus Annual Maintenance And Support Fees Of $29,500 Per Year After The First Year, For Use By The Police Department And City Court (FY2016 Budget Anticipates $253,300 To Be Financed By Means Of The City's Current Master Lease Arrangement; Contract No. 2015-0401) (03-09-16 WS)

***Sponsors:*** Deb Faulkner and Lawrence Sullivan

***Attachments:*** 2015-0401.Final.Tyler Technologies_Law Approved.pdf

**7.** 16-0208 Discussion Concerning The Murfreesboro Road (SR-96) Sidewalk/Trail Project (Pinkerton Park to Mack Hatcher Parkway Project)

***Sponsors:*** Paul Holzen

***Attachments:*** 1-27-2016 PUBLIC MEETING EXHIBITS2

City of Franklin - Floodplain Evaluation for HW96 Sidewalk Improvements (11-1

**8.** 16-0210 Consideration of Resolution 2016-13, a Resolution terminating COF Contract No. 2015-0377 with Charlie Irwin Painting. (03-09-16 WS)

***Sponsors:*** Lisa Clayton

***Attachments:*** 2016-13 RES for Termination of COF Contract 2015-0377 with Charlie Irwin Pai

**9.** 16-0228 Consideration of COF Contract No. 2016-0007 With Cardinal Tracking For The Police Department's Handheld Electronic Ticket Writer And Backend Software (TickeTrak) In An Annual Amount Of $2,431.20. (03-09-16 WS)

***Sponsors:*** Deb Faulkner

***Attachments:*** Cardinal Tracking.pdf

**10.** 16-0238 Consideration Of An Interlocal Agreement With Williamson County And The Williamson County Emergency Communication District For Creation Of A Consolidated Emergency Communications Center. (COF No. 2016-0046) (03-09-16 WS, 4-12-16 WS)

***Sponsors:*** Eric Stuckey, Deb Faulkner and Rocky Garzarek

***Attachments:*** 2016 04 18 Interlocal_2016 04 Law Approved.pdf

## Other Business

## Adjournment

Anyone requesting accommodations due to disabilities should contact ADA coordinator at 791-3277.

**OFFICE USE ONLY**
Permit No:
_____

HISTORIC
FRANKLIN
TENNESSEE

# City of Franklin
# Special Event Permit Application

*Application is Due 90* ***Days Prior*** *to Scheduled Event.*
*Please read application carefully and fully complete each section.*
***A non-refundable application fee of $100 is due at time of filing.***

**Note: Filing this application does not guarantee that you request will be granted.**

**Please list all that apply:** Festival/Fair

1. **Name/purpose of event:** Main Street Festival 2016
2. **Location Requested:** *(if Temporary Street Closure, list major roads to be closed)***:**
   Historic Main Street from 1st Avenue to Five Points; 3rd Avenue North to Bridge Street and South to Church Street; 2nd Avenue North to Bridge Street; 4th Avenue North to the alley behind the Visitors Information Center and South.to the parking garage.
3. **Date or dates of event:** 04/23/2016, 04/24/2016
4. **Start/End Times of Event:**
   - 10:00 a.m. - 10:00 p.m. on Saturday, 4/23/16
   - 11:00 a.m. - 6:00 p.m. on Sunday, 4/24/16.

   *What date/time will set-up begin?* 04/22/2016 5:00 AM
   *What date/time will tear-down be complete?* 04/24/2016 8:00 PM
   **Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
5. **Time of Street Closure** *(if applicable)***:**
   - Traffic restricted on 4th Ave. North to the alley and 4th Ave. South to the parking garage beginning at 5 a.m. on 4/22 for loading in food vendors.
   - Parking restricted on Main Street from 1st Ave. to 5th Ave. beginning at 5 p.m. on Friday, 4/22.
   - Main Street closed to traffic beginning at 8 p.m. on Friday, 4/22.
   - Streets to reopen at 8:00 p.m. on Sunday, 4/24/16.
6. **An estimated number expected to attend during the course of the event:**
   Spectators/Attendees: 120,000 Event Staff/Volunteers:100 Total:120,100
7. **Name of applicant and Organization Requesting Permit:**
   Abby Williams - Heritage Foundation of Franklin and Williamson County
   **a) Address:** 134 2nd Ave
   Franklin, TN 37065
   **b) Phone:** 6155918500 **c) Cell:** **d) Fax:**
   **e) E-mail address:** awilliams@historicfranklin.com
8. **DETAILED description of event** *(use additional sheets)***:**
   Main Street Festival 2016 will be the 33rd annual arts and crafts fair in downtown Franklin. The two-day event will feature more than 200 artisans & crafters on Main Street from 1st to 5th Ave.; live entertainment on stages at the Public Square and at the corner of 1st Ave. and East Main; a dedicated kids' area on 3rd Ave S.; and food vendors on 3rd Ave. N. and 4th Ave. S.

9. **ENCLOSE A DETAILED MAP** of event site, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. ***For large-scale events, map should be obtained from the City's GIS division***

   **Please detail any restricted parking areas on the event map.**

   **Event Map:** street map msf 2016.pdf

10. **Person in charge on day of event:** Rene Evans
    **Cell:** 615-830-7367 **E-mail address:** revans@historicfranklin.com

11. **Name and Cell Number of at least two others available on day of event:**
    **Name:** Abby Williams **Cell:** 615-630-2018 **E-mail address:** awilliams@historicfranklin.com
    **Name:** Mary Pearce **Cell:** 615-300-7218 **E-mail address:** mpearce@historicfranklin.com

12. **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

    **Administrative Contact List:** HF contacts.jpg

13. **Where is your organization based?** Williamson County

14. **Is your organization authorized to do business in Tennessee?** Yes

15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
    IRS tax exemption letter: 501[c]3 form.pdf

16. **Will you charge an admission fee?** No
    *Average admission fee:*

17. **Will you charge a vendor particiation fee?** Yes
    *Average vendor participaion fee? 200.00-2,000.00*

18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:** $180,000.00

19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes

20. **Is this event a fundraiser?** Yes
    *What organization will be the benefactor of event? The Heritage Foundation of Franklin & Williamson County*
    *What percentage of funds will they receive? 100*

21. **Will parking in the area of the event need to be restricted or prohibited?** Yes

22. **Will any sound amplification equipment be used during the event?** Yes

23. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.**

    ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.

    **If you already have your insurance certificate, please upload it now. Otherwise your insurance certificate will need to be submitted before your event is approved.**

    **Insurance Certificate:**

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list**. Arts & craft vendors, food vendors, and sponsors. Final list to be submitted closer to the event.

25. **Will food, beverages, or merchandise be sold or given away?** Yes
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
**Clean Up Plan and Provider:** clean up.docx

26. Events under 200 participants require a $250 refundable security deposit at the time of approval. For events over 200, a $1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE*: Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

27. **Will you require a temporary water tap?** Yes
*If yes, please list exact locations:*
    - Main St. at 4th Ave.
    - 3rd Avenue North
    - 3rd Avenue South at City Hall

28. **Will alcohol, beer, and/or wine be given away or sold?** Yes
*If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.*

29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*

30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
**Good Neighbor Letter:** good neighbor letter.docx
**Good Nieghbor Letter Mailing List:** good neighbor letter.docx

HISTORIC
FRANKLIN
TENNESSEE

# Rules and Regulations

**Please Read All Attachments Before Signing Application.**

1. I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
2. I/We do swear or affirm that all of the information given in this application is true and complete.
3. I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
4. I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
5. I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
6. I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
7. I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
8. I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
9. The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
10. I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

By:_____ Date:_____
(Signature and title – must be officer of organization)

Approved by the Board of Mayor and Aldermen on_____, 20_____.

_____
Dr. Ken Moore, Mayor

_____
Eric S. Stuckey, City Administrator

***Return application to:***

City Administrator's Office
City Hall
109 Third Ave South
Franklin, TN 37065
615-791-3217
615-790-0469 (FAX)

HISTORIC FRANKLIN TENNESSEE

# Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

Any site-built platforms (stages) and/or bleachers,Any electrical work utilizing site-constructed equipment or wiring,Any electrical equipment or work utilizing in excess of 120 volts

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.

**Event Name:** Main Street Festival 2016

**Signature:** _____

**FORM 1**

HISTORIC FRANKLIN TENNESSEE

# Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

**Applicant/Organization:** Abby Williams - Heritage Foundation of Franklin and Williamson County
**Event Name:** Main Street Festival 2016
**Event Date(s):** 04/23/2016, 04/24/2016

1. **Time amplification equipment will be used:** From: 10:00 AM To: 10:00 PM
2. **Exact locations sound amplification equipment will be used** *(i.e. stage located on Second Avenue). Provide map/layout if necessary.*:
   Stage on the Public Square in front of City Hall and 2nd Stage at the corner of 1st Avenue and Main Street. Sound will be amplified until 10 p.m. on 4/23 and until 7 p.m. on 4/24.
   **Sound Amplification Map:** street map msf 2016.pdf
3. **For what purpose will sound amplification be used?** *Please list all that apply*:
   Announcements/Speeches,Band/Singers,DJ,Sound System
4. **Type of Amplifier:** Fixed,PA System
5. **Number of Amplifiers:** 50 **Number of Speakers:** 10 **Number of Performers:** 100
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**
   **Name:** Rene Evans **Cell:** 615-830-7367 **E-Mail:** revans@historicfranklin.com
   **Name:** Abby Williams **Cell:** 615-630-2018 **E-Mail:** awilliams@historicfranklin.com

**Authorized Signature:** Abby Williams **Date:** 01/14/2016

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The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.

# DOWNTOWN FRANKLIN

Location of Amps

MSF 2016

HISTORIC FRANKLIN TENNESSEE

New Hwy 96 W

Bridge St

4th Ave N

3rd Ave N

2nd Ave N

1st Ave N

Fair St

Alley

Alley

Alley

Alley

Alley

Alley

W Main St

Stage

Stage

Columbia Ave

Cummins St

5th Ave S

4th Ave S

3rd Ave S

2nd Ave S

1st Ave S

Emily Ct

Church St

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# DOWNTOWN FRANKLIN

MSF 2016

HISTORIC FRANKLIN TENNESSEE

vendor parking

Stage

Stage

New Hwy 96 W

Bridge St

4th Ave N

3rd Ave N

2nd Ave N

1st Ave N

Fair St

Alley

Alley

Alley

Alley

W Main St

Main

Columbia Ave

Alley

Alley

Cummins St

5th Ave S

2nd Ave S

1st Ave S

Emily Ct

Church St

4th Ave S

3rd Ave S

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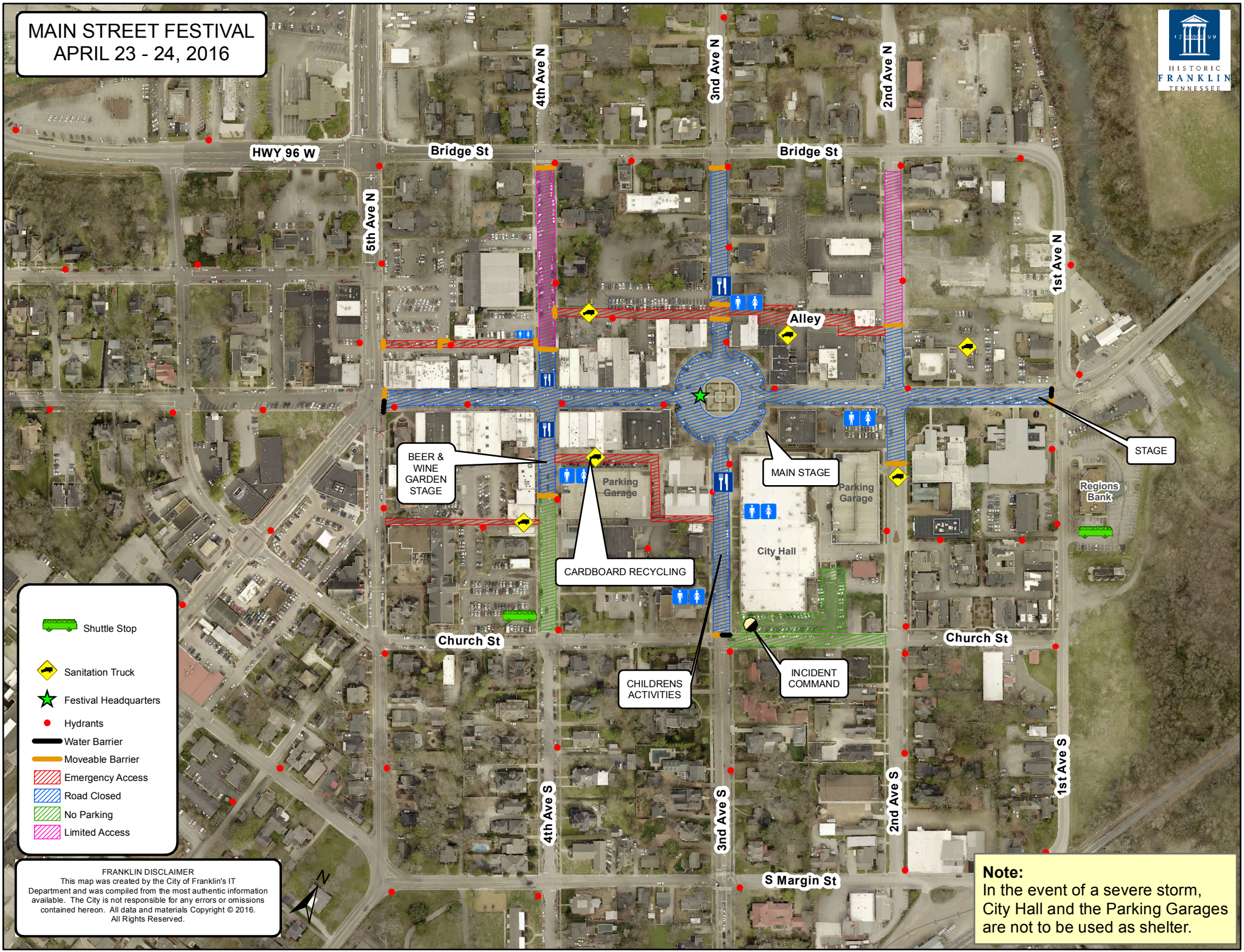
# MAIN STREET FESTIVAL
# APRIL 23 - 24, 2016




FRANKLIN DISCLAIMER
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**Note:**
In the event of a severe storm, City Hall and the Parking Garages are not to be used as shelter.

Clean Up Plan: We will have the City of Franklin to do clean up.

We will provide a detailed Good Neighbor letter to you in March 2016.

Abby Williams and Rene Evans

The Heritage Foundation of Franklin & Williamson County

jay@sheridanpr.com

Macey Baird
macey@sheridanpr.com

Holly Albright
holly@sheridanpr.com

Liz Brittain
liz@sheridanpr.com

## HERITAGE FOUNDATION CONTACT LIST

Executive Director
Mary Pearce
615.591.8500, Ext. 15
mpearce@historicfranklin.com

Main Street Director for Franklin
Kristy Williams
615.591.8500, Ext. 18
kwilliams@historicfranklin.com

Art Scene Coordinator
Linda Childs
615.591.8500, Ext. 16
lchilds@historicfranklin.com

Heritage Ball Manager
Lynne McAlister
615.591.8500, Ext. 20
lmcalister@historicfranklin.com

Accountant
Wendy Dunavant
615.591.8500, Ext. 13
wdunavant@historicfranklin.com

Historian
Rick Warwick
615.591.8500, Ext. 14
rwarwick@historicfranklin.com

Festival Director/Vendor Director
Rene Evans
615.591.8500, Ext. 11
revans@historicfranklin.com

Festivals
Abby Good Williams
615.591.8500, Ext. 17
awilliams@historicfranklin.com

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: March 19, 2001

Person to Contact:
Richard Owens 31-00913
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
23-7042596

Heritage Foundation of Franklin and Williamson
County Tennessee
% Mary Shearer Pearce
PO Box 723
Franklin, TN 37065

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in April 1970, granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Heritage Foundation of Franklin and Williamson County Tennessee
23-7042596

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

**RESOLUTION NUMBER 2016-10**

**TO BE ENTITLED: A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN GRANTING CONSENT TO AMEND LIMITED PARTNERSHIP AGREEMENTS WITH FIA TIMBER GROWTH PARTNERS AND BTG PACTUAL FOR PENSION INVESTMENT ASSETS**

**WHEREAS,** the City of Franklin, by action of the Board of Mayor and Aldermen, adopted partnership agreements with FIA Timber Growth Partners and BTG Pactual on behalf of the City of Franklin Employees' Pension Plan, and

**WHEREAS,** the companies have requested amendments to allow certain changes to the agreements, and

**WHEREAS,** those changes allow additional investors to join the FIA Timber partnership without diluting the investment position of the Pension Plan, and allow an assignment of management services in the BTG Pactual agreement, and

**WHEREAS,** the City's pension counsel has reviewed the amendments and advised that there are no stated objections to approval of the amendments, and

**WHEREAS,** the Pension Committee of the City has reviewed the amendments and expressed no objections to the amendments.

**NOW, THEREFORE, BE IT RESOLVED,** by the Board of Mayor and Aldermen for the City of Franklin as follows:

**Section 1.** That the City of Franklin approves the amendments and authorizes the Mayor to execute the consent documents and amendments, as attached as Exhibit A, B & C.

**Section 2.** That this Resolution shall be effective upon adoption.

**IT IS SO RESOLVED AND DONE** on this 8th day of March, 2016.

**ATTEST:** **CITY OF FRANKLIN, TENNESSEE**

**By:** _____ **by:** _____

**Eric Stuckey** **Ken Moore**
**City Administrator** **Mayor**

**Approved as to form by:**

_____

**Shauna R. Billingsley**
**City Attorney**

February 9, 2016

Mr. Russell Truell
Finance Director
Franklin (City of) Employees' Pension Fund, Franklin, TN
109 3rd Ave. South
Franklin, TN 37064

Subject: Corporate Action

BTG Pactual Select Timberland Investment Fund II, LLC

Dear Russell:

As a follow-up to our correspondence in December regarding BTG Pactual in Brazil, please note that a share swap occurred between former CEO Andre Esteves and the seven next largest partners of BTG Pactual, taking voting control from Mr. Esteves.

Although this is not a change of control under the term of your Management Agreement, and no changes have occurred in the management of your timberland accounts, under the U.S. Investment Advisers Act of 1940, we believe this change constitutes an assignment of management services.

Accordingly, please let us know if you object to this change by March 10, 2016. If you have no objections, we will deem that you have consented to this change and no further action is required.

Please contact me at any time if you have any questions or would like additional information.

Sincerely,

John Lange
Portfolio Manager
john.lange@btgpactual.com
(256) 837-2227

**CONSENT TO AMENDMENT NO. 1**

**TO THE AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**
**OF**
**FIA TIMBER GROWTH AND VALUE PARTNERS, L.P.**
**AND**
**TO THE SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**
**OF**
**FIA TIMBER GROWTH AND VALUE PARTNERS A, L.P.**

Investor and Equity Owner Signature Page

The undersigned limited partner of FIA Timber Growth and Value Partners, L.P., FIA Timber Growth and Value Partners, L.P. or FIA Timber Growth and Value Partners Feeder, L.P. hereby consents to the attached Amendment No. 1 to the Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners, L.P. and to the Second Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners A, L.P, each as amended from time to time.

Name of Investor or Equity Owner:_____

By:_____
(signature)

Print Name:_____

Title:_____

Date:_____

**AMENDMENT NO. 1**

**TO THE AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**
**OF**
**FIA TIMBER GROWTH AND VALUE PARTNERS, L.P.**
**AND**
**TO THE SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**
**OF**
**FIA TIMBER GROWTH AND VALUE PARTNERS A, L.P.**

**_____, 2015**

This Amendment No. 1 (this "**Amendment**") to the Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners, L.P. (the " **Main Partnership**"), dated as of July 27, 2015 (as amended, the "**Main Partnership Agreement**") and to the Second Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners A, L.P. ("**Partnership A**"), dated July 20, 2015 (as amended, the "**Partnership A Agreement**" and together with the Main Partnership Agreement, the "**Partnership Agreement**"), is by and among FIA Timber Growth and Value Management, LLC (the "**General Partner**"), the general partner of the Main Partnership and Partnership A, and the limited partners participating in the Partnership and Partnership A. Capitalized terms used herein but not defined shall have the meaning given to such terms in the Partnership Agreement.

**WHEREAS**, the Partners desire to amend the Partnership Agreement as hereinafter set forth.

**NOW THEREFORE**, the General Partner, and the requisite ninety percent (90%) in interest of the Investors, in consideration of the premises and the agreements herein contained and intending to be legally bound hereby, hereby agree as follows:

1. Amendment to 4.4(b) of the Partnership Agreement. 4.4(b) of the Partnership Agreement is hereby amended and restated as follows (deleted text has been ~~struck~~):

> "(b) The General Partner shall cause the Partnership to make all investments in real property through one or more entities principally owned by the Partnership and/or the Parallel Funds, and shall use its best efforts to cause each such entity to operate in a manner so as to ~~(1)~~ qualify and remain qualified as a "real estate investment trust" within the meaning of Section 856(a) of the Code~~, and (2) qualify as a "domestically controlled qualified investment entity" within the meaning of Section 897(h) of the Code~~. The Partners acknowledge and agree (i) that the governing documents of any such real estate investment trust may contain provisions that could impact or restrict the Transfer of a Partner's interest in the Partnership, and (ii) to comply with any reasonable requests of the General Partner for information in connection with tax or regulatory compliance in furtherance of the undertaking in this 4.4(b). The General Partner shall use its best efforts to administer 6.3 and 15.2 hereof in a manner consistent with the foregoing undertaking."

2. Amendment to 7.3.2 of the Partnership Agreement. 7.3.2 of the Partnership Agreement is hereby amended and restated as follows (deleted text has been ~~struck~~):

> "The aggregate amount of Tax Distributions with respect to any fiscal year may be reduced, on a pro-rata basis, or not made if and to the extent determined by the General Partner in its sole discretion. ~~Notwithstanding anything to the contrary, the General Partner shall not cause the Partnership to make any Tax Distribution to the extent such Tax Distribution would cause any entity otherwise intended to qualify as a "domestically controlled qualified investment~~

~~**entity" within the meaning of Section 897(h) of the Code to fail to so qualify.**~~"

3. Amendment to 11.2.5(a) of the Partnership Agreement. 11.2.5(a)(1), (2) and (3) of the Partnership Agreement are hereby amended and restated as follows (additional text is double underlined and deleted text has been ~~**struck**~~):

> "(1) The proposed Transfer will not be effected on or through (A) a United States national, regional or local securities exchange, (B) a foreign securities exchange or (C) an interdealer quotation system that regularly disseminates firm buy or sell quotations by identified brokers or dealers; and
>
> (2) Such Person is not, and its proposed Transfer or acquisition (as the case may be) will not be made by, through or on behalf of (A) a Person, such as a broker or a dealer, making a market in interests in the Partnership, or (B) a Person who makes available to the public bid or offer quotes with respect to interests in the Partnership~~**; and**~~
>
> ~~**(3) Unless this 11.2.5(a)(3) is waived by the General Partner, the transferee represents, warrants and covenants (i) that it is, and will remain, a "United States Person" as defined in Section 7701(a)(30) of the Code, and (ii) in the case where such transferee is a "partnership" as defined in Section 7701(a)(2) of the Code, that each "partner" (as defined in Section 7701(a)(2) of the Code and modified by the next sentence hereof) in such transferee is, and will remain, a "United States Person." For purposes of clause (ii) of the preceding sentence, the term "partner" includes any interest held indirectly through one or more partnerships**~~."

4. Amendment to 11.2.6 of the Partnership Agreement. 11.2.6(g) of the Partnership Agreement is hereby amended and restated as follows (deleted text has been ~~struck~~):

> "(g) Result in any entities through which the Partnership has made an investment in real property located in the United States to cease to qualify as a "real estate investment trust" within the meaning of Section 856(a) of the Code~~**, and as a "domestically controlled qualified investment entity" within the meaning of Section 897(h) of the Code**~~."

5. All other provisions of the Partnership Agreement shall not be modified and shall remain in full force and effect.

6. The laws of the State of Delaware (without regard to its conflicts of laws principles) shall govern the validity of this Amendment, the construction of its terms, and the interpretation of the rights and duties arising hereunder.

7. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, and when executed shall be binding on the parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the undersigned has executed this Amendment No. 1 to the Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners, L.P. and the Second Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners A, L.P. as of the date first set forth above.

**GENERAL PARTNER**:

FIA TIMBER GROWTH AND VALUE MANAGEMENT, LLC

By: _____
Name:
Title: Manager

**INVESTORS**:

FIA TIMBER GROWTH AND VALUE MANAGEMENT, LLC as attorney in fact pursuant to the powers of attorney, as applicable, set forth in 14.9.1 of the Partnership Agreement

By: _____
Name:
Title: Manager

**CONSENT TO AMENDMENT NO. 2**

**TO THE AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**
**OF**
**FIA TIMBER GROWTH AND VALUE PARTNERS, L.P.**
**AND**
**TO THE SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**
**OF**
**FIA TIMBER GROWTH AND VALUE PARTNERS A, L.P.**

Investor and Equity Owner Signature Page

The undersigned limited partner of FIA Timber Growth and Value Partners, L.P., FIA Timber Growth and Value Partners, L.P. or FIA Timber Growth and Value Partners Feeder, L.P. hereby consents to the attached Amendment No. 2 to the Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners, L.P. and to the Second Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners A, L.P, each as amended from time to time.

Name of Investor or Equity Owner:_____

By:_____
(signature)

Print Name:_____

Title:_____

Date:_____

**AMENDMENT NO. 2**

**TO THE AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**
**OF**
**FIA TIMBER GROWTH AND VALUE PARTNERS, L.P.**
**AND**
**TO THE SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**
**OF**
**FIA TIMBER GROWTH AND VALUE PARTNERS A, L.P.**

**_____, 2016**

This Amendment No. 2 (this "**Amendment**") to the Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners, L.P. (the " **Main Partnership**"), dated as of July 27, 2015 (as amended, the "**Main Partnership Agreement**") and to the Second Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners A, L.P. ("**Partnership A**"), dated July 20, 2015 (as amended, the "**Partnership A Agreement**" and together with the Main Partnership Agreement, the "**Partnership Agreement**"), is by and among FIA Timber Growth and Value Management, LLC (the "**General Partner**"), the general partner of the Main Partnership and Partnership A, and the limited partners participating in the Partnership and Partnership A. Capitalized terms used herein but not defined shall have the meaning given to such terms in the Partnership Agreement.

**WHEREAS**, the Partners desire to amend the Partnership Agreement as hereinafter set forth.

**NOW THEREFORE**, the General Partner, and the requisite ninety percent (90%) in interest of the Investors, in consideration of the premises and the agreements herein contained and intending to be legally bound hereby, hereby agree as follows:

1. Amendment to 3.3.1 of the Partnership Agreement. The first sentence of 3.3.1 of the Partnership Agreement is hereby amended and restated as follows (**double underlined** text shall be added and ~~**struck**~~ text shall be deleted):

> "Subject to the provisions of this 3.3, during the period from the date on which investors (other than the Withdrawing Limited Partner) are first admitted to any FIA Growth and Value Fund (the "**Initial Closing Date**") through **February 12**~~January 31~~, 2016 (the "**Final Closing Date**"), the General Partner is authorized, but not obligated, to admit to the Partnership one or more additional Limited Partners (each, an **"Additional Limited Partner"**) and to accept additional Subscriptions from existing Limited Partners, who shall be deemed to be Additional Limited Partners to the extent of such additional Subscriptions, without the consent of any Partner or other Person."

2. Amendment to 3.7.1 of the Partnership Agreement. The lead-in to the first sentence of 3.7.1 of the Partnership Agreement is hereby amended and restated as follows (~~**struck**~~ text shall be deleted):

> "Not later than **January 31, 2016**~~**the Final Closing Date**~~, the Partnership shall form a board of investors (the "**Investor Board**") made up of at least three members, who shall be appointed and replaced from time to time by the General Partner;"

3. Amendment to 4.1.1(c) of the Partnership Agreement. The first sentence of 4.1.1(c) of the Partnership Agreement is hereby amended and restated as follows (**double underlined** text shall be added and ~~**struck**~~ text shall be deleted):

"Except with the approval or ratification of the Investor Board, as of the expiration of the Investment Period, the General Partner shall have caused the Partnership to have invested in at least four Properties; provided, however, that the foregoing shall not be applicable if, prior to the date which is the third anniversary of **January 31, 2016**~~the Final Closing Date~~, the Investment Period is terminated, the Partnership is dissolved (or the Partnership's term is otherwise terminated) or the General Partner is removed as the general partner of the Partnership (or the Limited Partners have provided notice of their decision to remove the General Partner in accordance with 9.4(c) hereof)."

4. Amendment to 6.1.4 of the Partnership Agreement. The first two sentences of 6.1.4 of the Partnership Agreement are hereby amended and restated as follows (~~struck~~ text shall be deleted):

Prior to the third anniversary of **January 31, 2016**~~the Final Closing Date~~, and subject to 4.1, additional capital contributions may be called for any purpose contemplated under this Agreement. The period commencing upon the Initial Closing Date and ending on the earlier of the third anniversary of **January 31, 2016**~~the Final Closing Date~~ or the date determined in accordance with 3.5.1(c) shall be referred to herein as the "**Investment Period**."

5. All other provisions of the Partnership Agreement shall not be modified and shall remain in full force and effect.

6. The laws of the State of Delaware (without regard to its conflicts of laws principles) shall govern the validity of this Amendment, the construction of its terms, and the interpretation of the rights and duties arising hereunder.

7. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, and when executed shall be binding on the parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the undersigned has executed this Amendment No. 2 to the Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners, L.P. and the Second Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners A, L.P. as of the date first set forth above.

**GENERAL PARTNER**:

FIA TIMBER GROWTH AND VALUE MANAGEMENT, LLC

By: _____
Name:
Title: Manager

**INVESTORS**:

FIA TIMBER GROWTH AND VALUE MANAGEMENT, LLC as attorney in fact pursuant to the powers of attorney, as applicable, set forth in 14.9.1 of the Partnership Agreement

By: _____
Name:
Title: Manager

**ORDINANCE 2015-46**
**(AS AMENDED)**

**TO BE ENTITLED "AN ORDINANCE TO REZONE +/- 3.40 ACRES FROM CFCO - CENTRAL FRANKLIN CHARACTER AREA OVERLAY DISTRICT, SPECIAL AREA CFCO-2, TO CFCO - CENTRAL FRANKLIN CHARACTER AREA OVERLAY DISTRICT, SPECIAL AREA CFCO-9, AND TO REZONE +/-51.80 ACRES FROM CFCO - CENTRAL FRANKLIN CHARACTER AREA OVERLAY DISTRICT, SPECIAL AREA CFCO-2, TO CFCO - CENTRAL FRANKLIN CHARACTER AREA OVERLAY DISTRICT, SPECIAL AREA CFCO-10, FOR PROPERTIES IN AND NEAR BICENTENNIAL PARK, EAST OF 5TH AVENUE NORTH AND NORTH OF BRIDGE STREET."**

**WHEREAS,** the Franklin Land Use Plan was amended in March, 2015 to revise the Special Area boundaries and change the policy recommendations to allow redevelopment in the shallower part of the floodway fringe in the 5th Avenue North area because the area is already developed and serves as a gateway into historic Franklin; and

**WHEREAS,** this rezoning modifies the Central Franklin Character Area Overlay District, Special Area 9 (CFCO 9) boundaries and establishes new boundaries for the Central Franklin Character Area Overlay District, Special Area 10 (CFCO 10) to coincide with the Land Use Plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:**

**SECTION I:** That the following described properties shall be, and are hereby, rezoned from their present overlay zoning classification of CFCO - Central Franklin Character Area Overlay District, Special Area CFCO-2, to CFCO - Central Franklin Character Area Overlay District, Special Area CFCO-9:

| Map-Group-Parcel | Acres |
|---|---|
| 063N-D-17.00 | ±0.25 |
| 063N-D-16.00 | ±0.25 |
| 063N-D-15.00 | ±0.09 |
| 063N-D-18.00 | ±1.12 |
| Right-of-Way | ±0.45 |
| TOTAL | ±2.16 |

Land in the City of Franklin, Williamson County, Tennessee commencing at a point along the center line of the 5th Avenue North right-of-way, 41 feet north of the center line of North Margin Street,

which is also a point along the south line of Parcel 15.00, Map 063N, Group D, if extended; thence northerly 662 feet along the centerline of 5th Avenue North to a point, if extended, along the north line of Parcel 18.00, Map 063N, Group D; thence generally northeast 32 feet along the north line of Parcel 18.00, if extended, to the northwest corner of Parcel 18.00; thence generally northwest 179 feet along the north line of Parcel 18.00 to the northeast corner of Parcel 18.00; thence generally south 689 feet along the east lines of Parcels 18.00, 17.00, 16.00, and 15.00 to the southeast corner of Parcel 15.00, Map 063N, Group D; thence southwest 25 feet along the south line of Parcel 15.00 to the southwest corner of Parcel 15.00; thence continuing 27 feet along the south line of Parcel 15.00, if extended, to the point of beginning, and containing 2.16 acres, more or less.

**SECTION II:** That the following described properties shall be, and are hereby, rezoned from their present overlay zoning classification of CFCO - Central Franklin Character Area Overlay District, Special Area CFCO-2, to CFCO - Central Franklin Character Area Overlay District, Special Area CFCO-9:

| Map-Group-Parcel | Acres |
|---|---|
| 078C-A-11.00 | ±0.68 |
| 078C-A-22.00 | ±0.22 |
| Right-of-Way | ±0.34 |
| TOTAL | ±1.24 |

Land in the City of Franklin, Williamson County, Tennessee commencing at a point along the center line of North Margin Street at the west line of Parcel 11.00, Map 078C, Group A, if extended; thence northeast 293 feet along the center line of North Margin Street to a point along the east line of Parcel 22.00, if extended; thence southeast 17 feet to the northeast corner of Parcel 22.00; thence southeast 98 feet along the east line of Parcel 22.00 to the southeast corner of Parcel 22.00; thence southwest 100 feet along the south line of Parcel 22.00 to the southwest corner of Parcel 22.00; thence southwest 26 feet along the south line of Parcel 22.00, if extended, to a point along the center line of 4th Avenue North; thence southeast 122 feet along the center line of 4th Avenue North to a point along the south line of Parcel 11.00, if extended; thence southwest 33 feet along the south line of Parcel 11.00, if extended, to the southeast corner of Parcel 11.00; thence southwest 133 feet along the south line of Parcel 11.00 to the southwest corner of Parcel 11.00; thence northwest 222 feet along the west line of Parcel 11.00 to the northwest corner of Parcel 11.00; thence continuing along the

west line of Parcel 11.00, if extended, 17 feet to the point of beginning, and containing approximately 1.24 acres, more or less.

**SECTION III:** That the following described properties shall be, and are hereby, rezoned from their present overlay zoning classification of CFCO - Central Franklin Character Area Overlay District, Special Area CFCO-2, to CFCO - Central Franklin Character Area Overlay District, Special Area CFCO-10:

| Map-Group-Parcel | Acres |
|---|---|
| 063N-B-65.00 | ±2.89 |
| 063N-D-1.00 | ±4.45 |
| 063N-D-2.00 | ±0.55 |
| 063N-D-3.00 | ±7.83 |
| 063N-D-3.01 | ±1.32 |
| 063N-D-6.00 | ±1.89 |
| 063N-D-6.01 | ±2.41 |
| 063N-D-6.02 | ±2.85 |
| 063N-D-6.03 | ±1.03 |
| 063N-D-7.00 | ±0.21 |
| 063N-D-8.00 | ±0.21 |
| 063N-D-9.00 | ±0.33 |
| 063N-D-12.00 | ±0.81 |
| 063N-D-14.00 | ±6.05 |
| 063N-E-1.00 | ±0.50 |
| 063N-E-2.00 | ±0.34 |
| 063N-E-2.01 | ±0.51 |
| 063N-E-3.00 | ±0.25 |
| 063N-E-4.00 | ±0.21 |
| 063N-E-5.00 | ±0.22 |
| 063N-E-6.00 | ±0.22 |
| 063N-E-7.00 | ±0.18 |
| 063N-E-7.01 | ±0.22 |
| 063N-E-8.00 | ±0.18 |
| 063N-E-9.00 | ±0.14 |
| 063N-E-10.00 | ±0.11 |
| 063N-E-11.00 | ±0.12 |
| 063N-E-12.00 | ±0.29 |
| 063N-E-13.00 | ±0.35 |
| 063N-E-14.00 | ±0.23 |
| 078C-A-1.00 | ±0.24 |
| 078C-A-2.00 | ±0.15 |
| 078C-A-12.00 | ±0.18 |
| 078C-A-13.00 | ±0.18 |

| | |
|---|---|
| 078C-A-14.00 | ±0.18 |
| 078C-A-15.01 | ±0.21 |
| 078C-A-16.00 | ±0.32 |
| 078C-A-17.00 | ±0.14 |
| 078C-A-18.00 | ±0.22 |
| 078C-A-19.00 | ±0.29 |
| 078C-A-20.00 | ±0.38 |
| 078C-A-21.00 | ±0.46 |
| 078C-A-23.00 | ±0.12 |
| 078C-A-24.00 | ±0.11 |
| 078C-A-25.00 | ±0.06 |
| 078C-A-26.00 | ±0.23 |
| 078C-A-27.00 | ±0.23 |
| 078C-A-28.00 | ±0.37 |
| 078C-A-29.00 | ±0.47 |
| 078C-A-30.00 | ±0.44 |
| 078C-A-31.00 | ±0.30 |
| 078C-A-32.00 | ±0.32 |
| 078C-A-33.00 | ±0.30 |
| 078C-A-34.00 | ±0.46 |
| Right-of-Way | ±8.54 |
| TOTAL | ±51.80 |

Land in the City of Franklin, Williamson County, Tennessee commencing at a point along the center line of 5th Avenue North, 177 feet south of the Del Rio Pike intersection, which is also a point along the northern line of Parcel 6.03, Map 063N, Group D, if extended; thence southeast 51 feet along the north line of Parcel 6.03, if extended, to the northwest corner of Parcel 6.03; thence southeast 145 feet along the north line of Parcel 6.03 to the northeast corner of Parcel 6.03; thence continuing southeast 42 feet along the north line of Parcel 6.03, if extended, to a point along the center line of the Harpeth River; thence generally eastward and southward 2,783 feet along the center line of the Harpeth River to a point along the south line of Parcel 65.00, Map 063N, Group B, if extended; thence southwest 41 feet along the south line of Parcel 65.00, if extended, to the southeast corner of Parcel 65.00; thence southwest 458 feet along the south lines of Parcel 65.00 to the southwest corner of Parcel 65.00, which is also a point along the east right-of-way line of 2nd Avenue North; thence continuing along the south line of Parcel 65.00, if extended, 26 feet to the center line of 2nd Avenue North; then southeast 252 feet along the center line of 2nd Avenue North to the center point of the intersection of Bridge Street and 2nd Avenue North; thence southwest 1,090 feet along the center line of

Bridge Street to a point along the west line of Parcel 2.00, Map 078C, Group A, if extended; thence northwest 27 feet along the west line of Parcel 2.00, if extended, to the southwest corner of Parcel 2.00; thence generally northwest 377 feet along the west lines of Parcels 2.00, 15.01, 14.00, 13.00, and 12.00 to the northwest corner of Parcel 12.00, Map 078C, Group A; thence northeast 133 feet along the north line of Parcel 12.00 to the northeast corner of Parcel 12.00; thence continuing northeast 33 feet along the north line of Parcel 12.00, if extended, to a point along the center line of 4th Avenue North; thence northwest 122 feet to a point along the north line of Parcel 21.00, if extended; thence northeast 26 feet along the north line of Parcel 21.00, if extended, to the northwest corner of Parcel 21.00; thence northwest 100 feet to the southwest corner of Parcel 23.00; thence northwest 98 feet along the west line of Parcel 23.00 to the northwest corner of Parcel 23.00; thence northwest 17 feet along the west line of Parcel 23.00, if extended, to a point along the center line of North Margin Street; thence southwest 585 feet along the center line of North Margin Street to a point along the center line of 5th Avenue North; thence northwest 41 feet along the center line of 5th Avenue North to a point along the south line of Parcel 15.00, Map 063N, Group D, if extended; thence continuing northwest 26 feet along the south line of Parcel 15.00, if extended, to the southwest corner of Parcel 15.00, which is also a point along the east right-of-way line of 5th Avenue North; thence northeast 25 feet along the south line of Parcel 15.00 to the southeast corner of Parcel 15.00; thence north 689 feet along the east lines of Parcels 15.00, 16.00, 17.00, 18.00 to the northeast corner of Parcel 18.00, Map 063N, Group D; thence southwest 179 feet along the north line of Parcel 18.00 to the northwest corner of Parcel 18.00, which is also a point along the east right-of-way line of 5th Avenue North; thence continuing southwest 32 feet along the north line of Parcel 18.00, if extended, to a point along the center line of 5th Avenue North; thence northwest 881 feet along the center line of 5th Avenue North to the point of beginning; and containing approximately 51.80 acres, more or less.

**SECTION IV:** BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it.

**ATTEST:** **CITY OF FRANKLIN, TENNESSEE**

BY: _____ BY:_____

**ERIC S. STUCKEY** **DR. KEN MOORE**

CITY ADMINISTRATOR/RECORDER MAYOR

Approved as to form by:

_____
Kristen L. Corn
Assistant City Attorney

PLANNING COMMISSION RECOMMENDED APPROVAL: _____

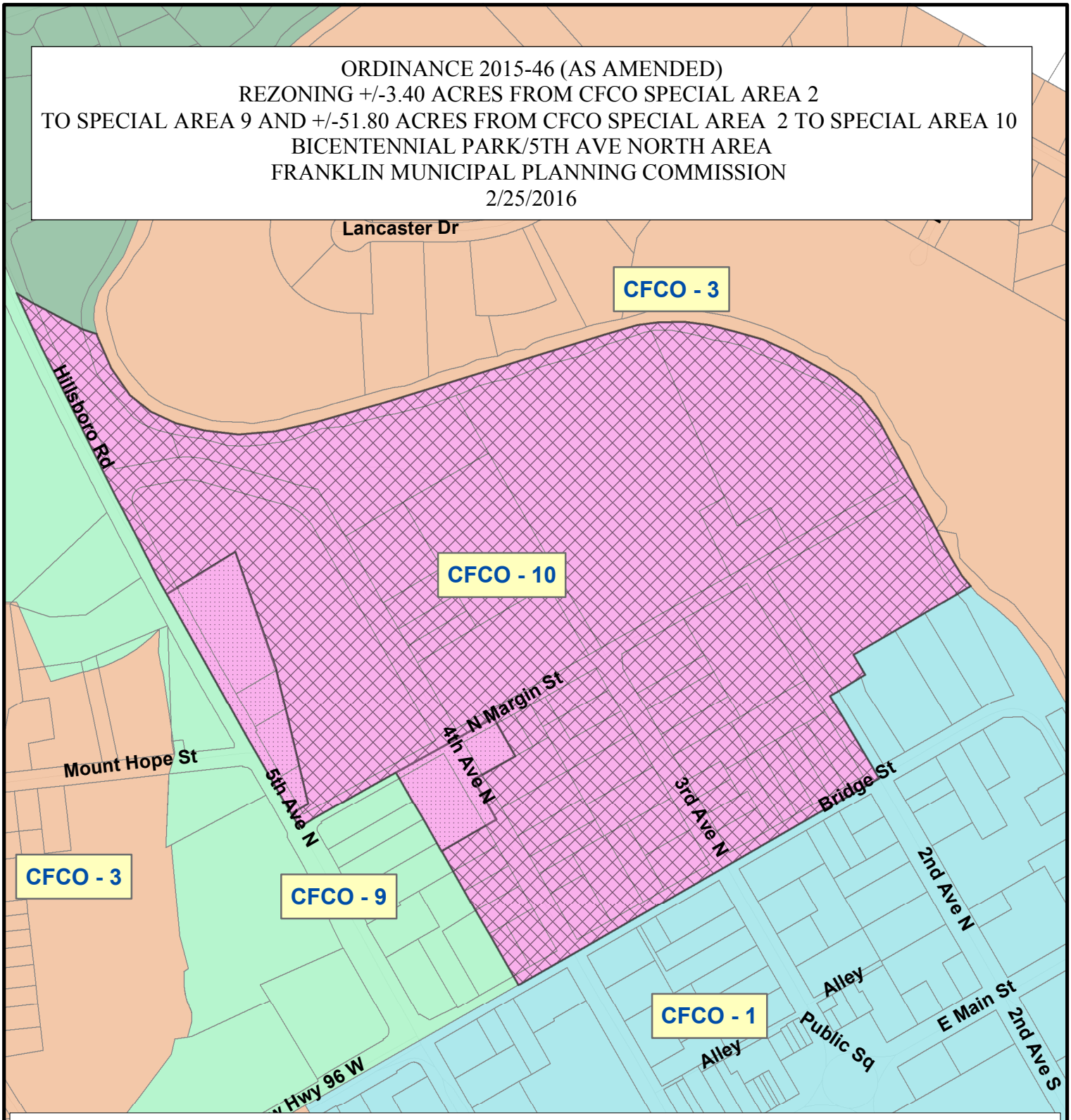
PASSED FIRST READING: _____

PUBLIC HEARING HELD: _____

PASSED SECOND READING: _____

PASSED THIRD READING: _____

ORDINANCE 2015-46 (AS AMENDED)
REZONING +/-3.40 ACRES FROM CFCO SPECIAL AREA 2
TO SPECIAL AREA 9 AND +/-51.80 ACRES FROM CFCO SPECIAL AREA 2 TO SPECIAL AREA 10
BICENTENNIAL PARK/5TH AVE NORTH AREA
FRANKLIN MUNICIPAL PLANNING COMMISSION
2/25/2016




**Legend**

**Central Franklin Character Area Overlay District**

**Special Areas**

- CFCO-1
- CFCO-2
- CFCO-3
- CFCO-4
- CFCO-7
- CFCO-9
- Rezone to Special Area 9
- Rezone to Special Area 10

This map was created by the Franklin Planning Department. It was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials (c) copyright 2013. All rights reserved.

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Feet

**ORDINANCE 2015-46**

**TO BE ENTITLED "AN ORDINANCE TO REZONE +/- 3.07 ACRES FROM CFCO - CENTRAL FRANKLIN CHARACTER AREA OVERLAY DISTRICT, SPECIAL AREA CFCO-2, TO CFCO - CENTRAL FRANKLIN CHARACTER AREA OVERLAY DISTRICT, SPECIAL AREA CFCO-9, AND TO REZONE +/-52.13 ACRES FROM CFCO - CENTRAL FRANKLIN CHARACTER AREA OVERLAY DISTRICT, SPECIAL AREA CFCO-2, TO CFCO - CENTRAL FRANKLIN CHARACTER AREA OVERLAY DISTRICT, SPECIAL AREA CFCO-10, FOR PROPERTIES IN AND NEAR BICENTENNIAL PARK, EAST OF 5TH AVENUE NORTH AND NORTH OF BRIDGE STREET."**

**WHEREAS,** the Franklin Land Use Plan was amended in March, 2015 to revise the Special Area boundaries and change the policy recommendations to allow redevelopment in the shallower part of the floodway fringe in the 5th Avenue North area because the area is already developed and serves as a gateway into historic Franklin; and

**WHEREAS,** this rezoning modifies the Central Franklin Character Area Overlay District, Special Area 9 (CFCO 9) boundaries and establishes new boundaries for the Central Franklin Character Area Overlay District, Special Area 10 (CFCO 10) to coincide with the Land Use Plan.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:**

**SECTION I:** That the following described properties shall be, and are hereby, rezoned from their present overlay zoning classification of CFCO - Central Franklin Character Area Overlay District, Special Area CFCO-2, to CFCO - Central Franklin Character Area Overlay District, Special Area CFCO-9:

| Map-Group-Parcel | Acres |
|---|---|
| 063N-D-17.00 | ±0.25 |
| 063N-D-16.00 | ±0.25 |
| 063N-D-15.00 | ±0.09 |
| 063N-D-18.00 | ±1.12 |
| Right-of-Way | ±0.45 |
| TOTAL | ±2.16 |

Land in the City of Franklin, Williamson County, Tennessee commencing at a point along the center line of the 5th Avenue North right-of-way, 41 feet north of the center line of North Margin Street, which is also a point along the south line of Parcel 15.00, Map 063N,

Group D, if extended; thence northerly 662 feet along the centerline of 5th Avenue North to a point, if extended, along the north line of Parcel 18.00, Map 063N, Group D; thence generally northeast 32 feet along the north line of Parcel 18.00, if extended, to the northwest corner of Parcel 18.00; thence generally northwest 179 feet along the north line of Parcel 18.00 to the northeast corner of Parcel 18.00; thence generally south 689 feet along the east lines of Parcels 18.00, 17.00, 16.00, and 15.00 to the southeast corner of Parcel 15.00, Map 063N, Group D; thence southwest 25 feet along the south line of Parcel 15.00 to the southwest corner of Parcel 15.00; thence continuing 27 feet along the south line of Parcel 15.00, if extended, to the point of beginning, and containing 2.16 acres, more or less.

**SECTION II:** That the following described properties shall be, and are hereby, rezoned from their present overlay zoning classification of CFCO - Central Franklin Character Area Overlay District, Special Area CFCO-2, to CFCO - Central Franklin Character Area Overlay District, Special Area CFCO-9:

| Map-Group-Parcel | Acres |
|---|---|
| 078C-A-11.00 | ±0.68 |
| Right-of-Way | ±0.23 |
| TOTAL | ±0.91 |

Land in the City of Franklin, Williamson County, Tennessee commencing at a point along the center line of North Margin Street at the west line of Parcel 11.00, Map 078C, Group A, if extended; thence northeast 167 feet along the center line of North Margin Street to the center point of the intersection of North Margin Street and 4th Avenue North; thence southeast 237 feet along the center right-of-way line of 4th Avenue North to a point along the south line of Parcel 11.00, if extended; thence southwest 33 feet along the south line of Parcel 11.00, if extended, to the southeast corner of Parcel 11.00, Map 078C, Group A; thence southwest 133 feet along the south line of Parcel 11.00 to the southwest corner of Parcel 11.00; thence northwest 222 feet along the west line of Parcel 11.00 to the northwest corner of Parcel 11.00; thence continuing along the west line of Parcel 11.00, if extended, 17 feet to the point of beginning, and containing approximately 0.91-acre, more or less.

**SECTION III:** That the following described properties shall be, and are hereby, rezoned from their present overlay zoning classification of CFCO - Central Franklin Character Area

Overlay District, Special Area CFCO-2, to CFCO - Central Franklin Character Area Overlay District, Special Area CFCO-10:

| Map-Group-Parcel | Acres |
|---|---|
| 063N-B-65.00 | ±2.89 |
| 063N-D-1.00 | ±4.45 |
| 063N-D-2.00 | ±0.55 |
| 063N-D-3.00 | ±7.83 |
| 063N-D-3.01 | ±1.32 |
| 063N-D-6.00 | ±1.89 |
| 063N-D-6.01 | ±2.41 |
| 063N-D-6.02 | ±2.85 |
| 063N-D-6.03 | ±1.03 |
| 063N-D-7.00 | ±0.21 |
| 063N-D-8.00 | ±0.21 |
| 063N-D-9.00 | ±0.33 |
| 063N-D-12.00 | ±0.81 |
| 063N-D-14.00 | ±6.05 |
| 063N-E-1.00 | ±0.50 |
| 063N-E-2.00 | ±0.34 |
| 063N-E-2.01 | ±0.51 |
| 063N-E-3.00 | ±0.25 |
| 063N-E-4.00 | ±0.21 |
| 063N-E-5.00 | ±0.22 |
| 063N-E-6.00 | ±0.22 |
| 063N-E-7.00 | ±0.18 |
| 063N-E-7.01 | ±0.22 |
| 063N-E-8.00 | ±0.18 |
| 063N-E-9.00 | ±0.14 |
| 063N-E-10.00 | ±0.11 |
| 063N-E-11.00 | ±0.12 |
| 063N-E-12.00 | ±0.29 |
| 063N-E-13.00 | ±0.35 |
| 063N-E-14.00 | ±0.23 |
| 078C-A-1.00 | ±0.24 |
| 078C-A-2.00 | ±0.15 |
| 078C-A-12.00 | ±0.18 |
| 078C-A-13.00 | ±0.18 |
| 078C-A-14.00 | ±0.18 |
| 078C-A-15.01 | ±0.21 |
| 078C-A-16.00 | ±0.32 |
| 078C-A-17.00 | ±0.14 |
| 078C-A-18.00 | ±0.22 |
| 078C-A-19.00 | ±0.29 |

| | |
|---|---|
| 078C-A-20.00 | ±0.38 |
| 078C-A-21.00 | ±0.46 |
| 078C-A-22.00 | ±0.22 |
| 078C-A-23.00 | ±0.12 |
| 078C-A-24.00 | ±0.11 |
| 078C-A-25.00 | ±0.06 |
| 078C-A-26.00 | ±0.23 |
| 078C-A-27.00 | ±0.23 |
| 078C-A-28.00 | ±0.37 |
| 078C-A-29.00 | ±0.47 |
| 078C-A-30.00 | ±0.44 |
| 078C-A-31.00 | ±0.30 |
| 078C-A-32.00 | ±0.32 |
| 078C-A-33.00 | ±0.30 |
| 078C-A-34.00 | ±0.46 |
| Right-of-Way | ±8.65 |
| TOTAL | ±52.13 |

Land in the City of Franklin, Williamson County, Tennessee commencing at a point along the center line of 5th Avenue North, 354 feet south of the Del Rio Pike intersection, which is also a point along the northern line of Parcel 6.03, Map 063N, Group D, if extended; thence southeast 51 feet along the north line of Parcel 6.03, if extended, to the northwest corner of Parcel 6.03; thence southeast 145 feet along the north line of Parcel 6.03 to the northeast corner of Parcel 6.03; thence continuing southeast 42 feet along the north line of Parcel 6.03, if extended, to a point along the center line of the Harpeth River; thence generally eastward and southward 2,783 feet along the center line of the Harpeth River to a point along the south line of Parcel 65.00, Map 063N, Group B, if extended; thence southwest 41 feet along the south line of Parcel 65.00, if extended, to the southeast corner of Parcel 65.00; thence southwest 458 feet along the south lines of Parcel 65.00 to the southwest corner of Parcel 65.00, which is also a point along the east right-of-way line of 2nd Avenue North; thence continuing along the south line of Parcel 65.00, if extended, 26 feet to the center line of 2nd Avenue North; then southeast 252 feet along the center line of 2nd Avenue North to the center point of the intersection of Bridge Street and 2nd Avenue North; thence southwest 1,090 feet along the center line of Bridge Street to a point along the west line of Parcel 2.00, Map 078C, Group A, if extended; thence northwest 27 feet along the west line of Parcel 2.00, if extended, to the southwest corner of Parcel 2.00; thence generally northwest 377 feet along the west lines of Parcels 2.00, 15.01, 14.00, 13.00, and 12.00 to the northwest corner

of Parcel 12.00, Map 078C, Group A; thence northeast 133 feet along the north line of Parcel 12.00 to the northeast corner of Parcel 12.00; thence continuing northeast 33 feet along the north line of Parcel 12.00, if extended, to a point along the center line of 4th Avenue North; thence northwest 237 feet along the center line of 4th Avenue North to the center point of the intersection of North Margin Street and 4th Avenue North; thence southwest 459 feet along the center line of North Margin Street to a point along the center line of 5th Avenue North; thence northwest 41 feet along the center line of 5th Avenue North to a point along the south line of Parcel 15.00, Map 063N, Group D, if extended; thence continuing northwest 26 feet along the south line of Parcel 15.00, to the southwest corner of Parcel 15.00, which is also a point along the east right-of-way line of 5th Avenue North; thence northeast 25 feet along the south line of Parcel 15.00 to the southeast corner of Parcel 15.00; thence north 689 feet along the east lines of Parcels 15.00, 16.00, 17.00, 18.00 to the northeast corner of Parcel 18.00, Map 063N, Group D; thence southwest 179 feet along the north line of Parcel 18.00 to the northwest corner of Parcel 18.00, which is also a point along the east right-of-way line of 5th Avenue North; thence continuing southwest 32 feet along the north line of Parcel 18.00, if extended, to a point along the center line of 5th Avenue North; thence northwest 881 feet along the center line of 5th Avenue North to the point of beginning; and containing approximately 52.13 acres, more or less.

**SECTION IV:** BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it.

**ATTEST:**

BY: _____
**ERIC S. STUCKEY**
CITY ADMINISTRATOR/RECORDER

**CITY OF FRANKLIN, TENNESSEE**

BY:_____
**DR. KEN MOORE**
MAYOR

Approved as to form by:

_____
Kristen L. Corn
Assistant City Attorney

PLANNING COMMISSION RECOMMENDED APPROVAL: _____

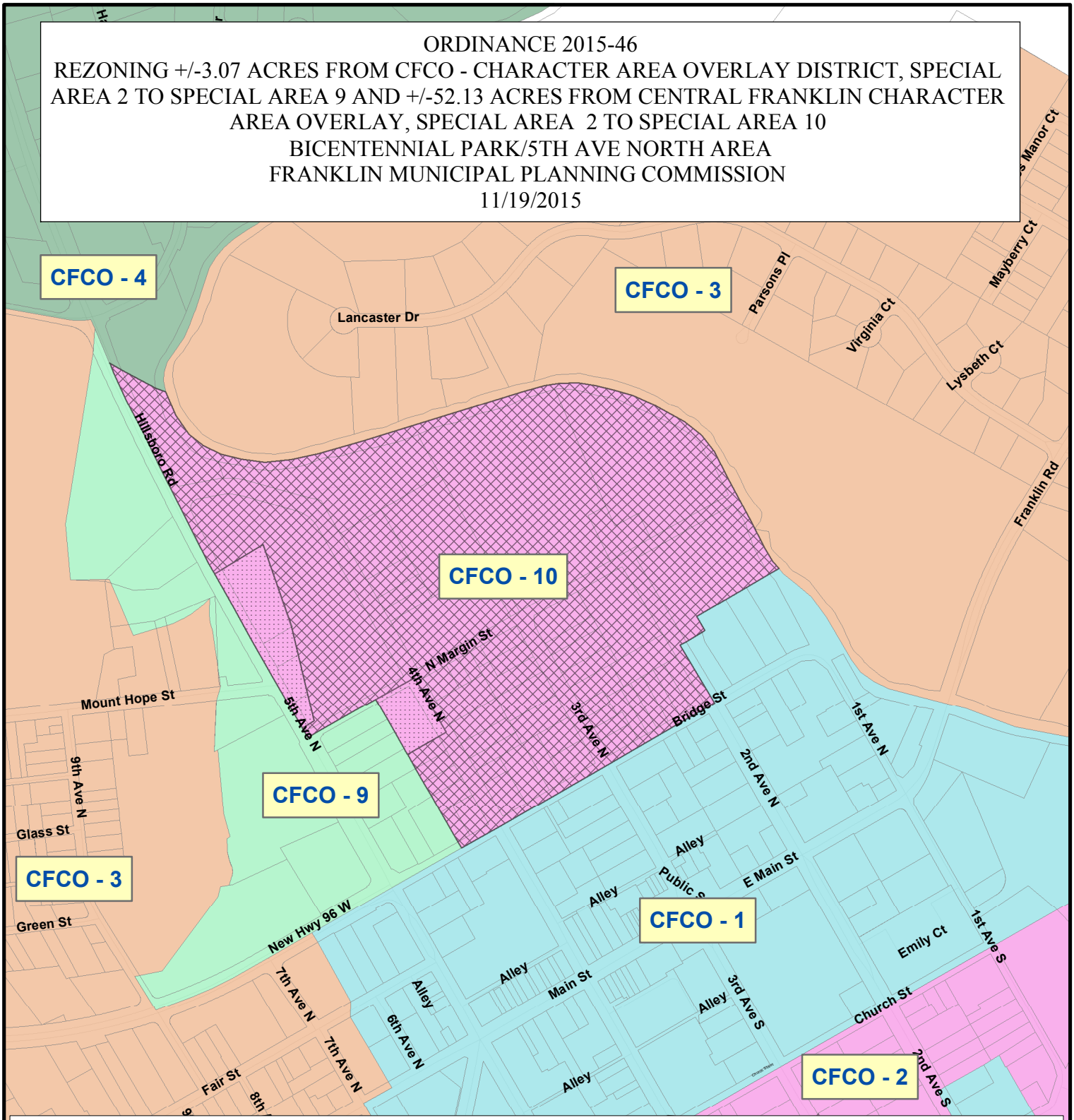
PASSED FIRST READING: _____

PUBLIC HEARING HELD: _____

PASSED SECOND READING: _____

PASSED THIRD READING: _____

ORDINANCE 2015-46
REZONING +/-3.07 ACRES FROM CFCO - CHARACTER AREA OVERLAY DISTRICT, SPECIAL AREA 2 TO SPECIAL AREA 9 AND +/-52.13 ACRES FROM CENTRAL FRANKLIN CHARACTER AREA OVERLAY, SPECIAL AREA 2 TO SPECIAL AREA 10
BICENTENNIAL PARK/5TH AVE NORTH AREA
FRANKLIN MUNICIPAL PLANNING COMMISSION
11/19/2015




**Legend**

**Central Franklin Character Area Overlay District**

**Special Areas**

- CFCO-1
- CFCO-2
- CFCO-3
- CFCO-4
- CFCO-7
- CFCO-9
- Rezone to Special Area 9
- Rezone to Special Area 10

This map was created by the Franklin Planning Department. It was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials (c) copyright 2013. All rights reserved.

N

0 250 500 1,000
Feet

# GERALD G. BUCY, P.E.

**CONSULTING ENGINEER**

P.O. BOX 1521
FRANKLIN, TN 37065-1521

615/794-0323
FAX 615/791-6090


Ms. Kelly Dannenfelser
Sent via Email - kellyd@franklintn.gov

February 2, 2016

Re: 329 N. Margin St.
Special Area Assignment Request

Kelly:

I have been asked by the owners of the vacant lot at 329 N. Margin St. to request that this parcel be reassigned to Special Area 9 rather than to the proposed Special Area 10 as was shown in the proposed Ordinance 2015-46 map.

Also please be aware that the owners are opposed to proposed Ordinance 2015-46 and to the establishment of Special Area 10. They are also opposed to the purpose for which this ordinance proposed.

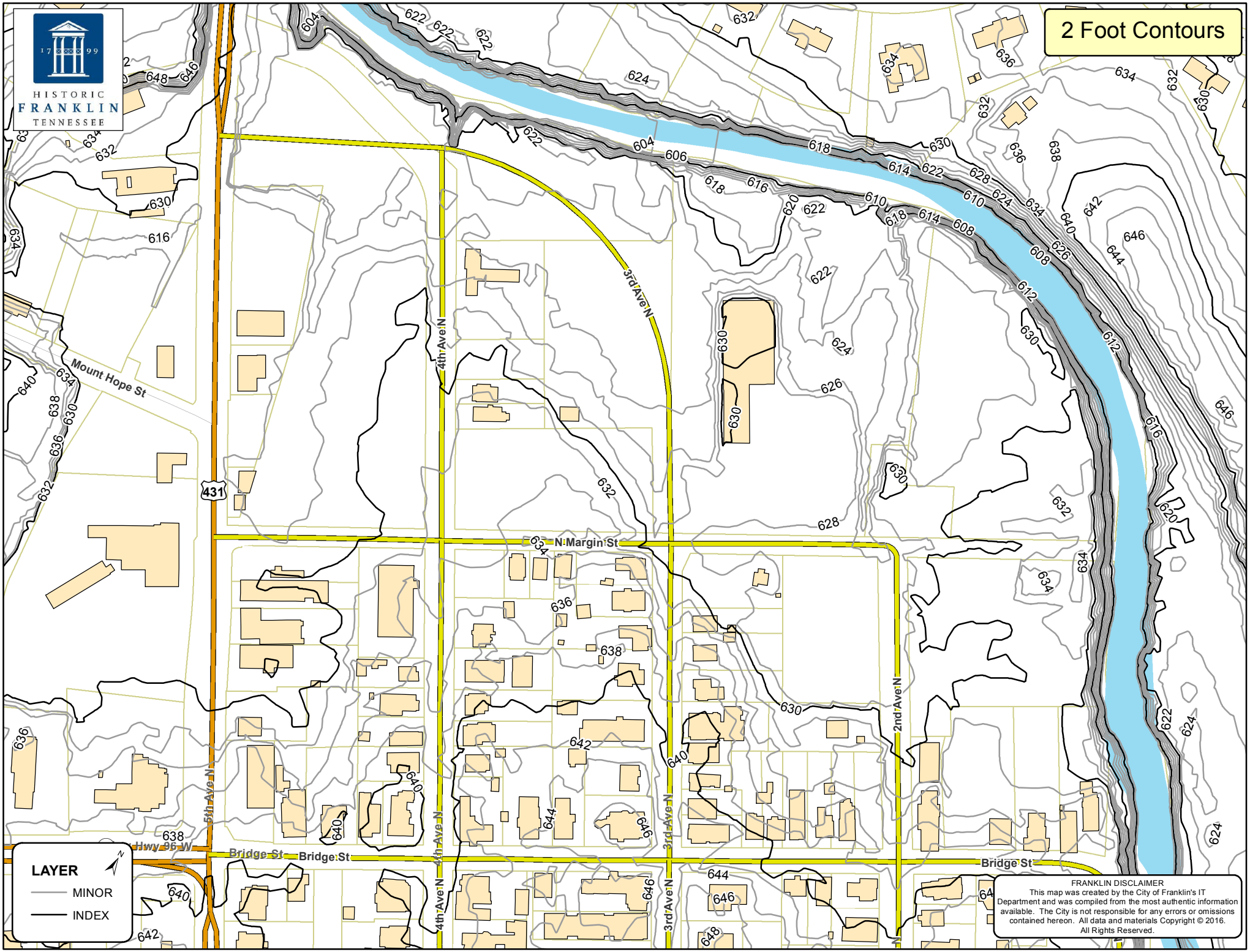
Should you have questions or comments regarding this request, please do not hesitate to contact this office.

Sincerely,

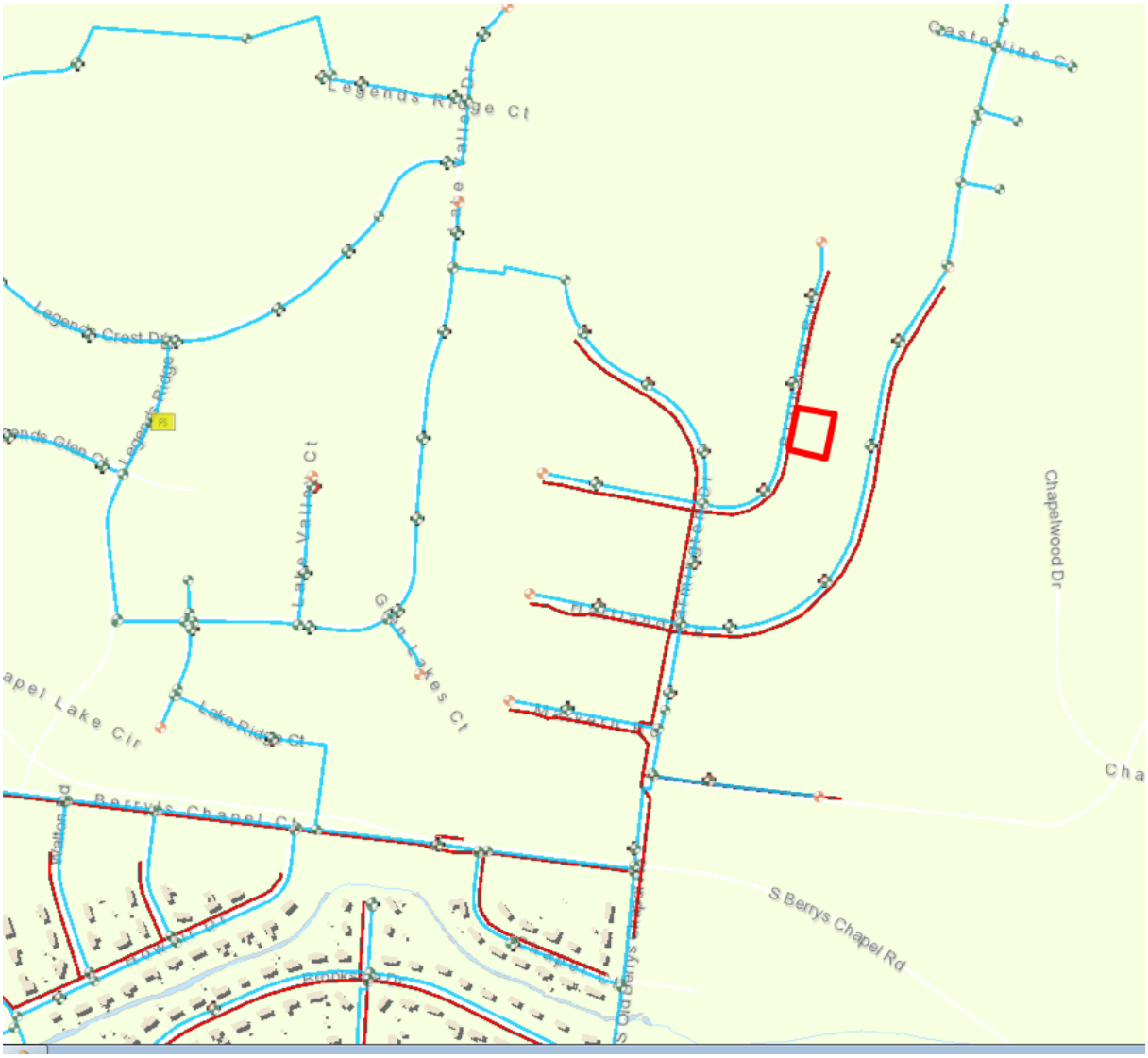
Gerald G. Bucy, P.E.

Cc: Mr. Keith Perryman, Managing Partner

# 2 Foot Contours



Map:37F  Parcel:03100



Map:37F  Parcel:03100

HISTORIC FRANKLIN TENNESSEE

# Request for Water and/or Sewer Availability & Associated Costs

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

| Type of Availability Requested: | CHECK ALL THAT APPLY: ☒ Water ☐ Sewer |
|---|---|
| Project Name (If Applicable) | N/A |
| Subdivision, Section, Lot | LOT 60, FARMINGTON - EAST SEC |
| Map & Parcel(s) # | MAP 37-F, GROUP "A" PARCEL 19 |
| Property Address | 3110 BRAINTREE RD |
| City Project # (If Applicable) | N/A |
| Applicant's Name & Company | KYLE DREIER |
| Applicant's Address | 2039 GLASTONBURY DR., FRANKLIN, TN 37069 |
| Applicant's Email & Phone # | KYLE@DREIER.COM 615.595.8442 |
| Anticipated Water Meter Size(s) (see chart on pg. 3). | 3/4" |

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

N/A - SEWER SERVICE TO BE PROVIDED BY HARPETH WASTEWATER CO-OP.

*use additional sheets as necessary*

| Anticipated sewage flows. Information Required for Sewer Service | N/A | SEWER SERVICE TO BE PROVIDED BY HARPETH WASTE-WATER CO-OP |
|---|---|---|

| *FOR OFFICE USE ONLY:* | *SFUE:* | *Sewage Flow Calculations Reviewed & Approved By:* |
|---|---|---|

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

**Email Application to:** EngineeringMBX@franklintn.gov
For additional information or questions please call: 615-791-3218

Date Submitted: 2/10/16

**ENGINEERING DEPARTMENT**

**Paul Holzen**
Director

HISTORIC
FRANKLIN
TENNESSEE

**Dr. Ken Moore**
Mayor

**Eric S. Stuckey**
City Administrator

February 10, 2016

Ms. Denise Baker
Transportation Program Monitor
TDOT Local Programs Development Office
Suite 600, James K. Polk Bldg.
505 Deaderick Street
Nashville, TN 37243-0341

RE: PIN 108409.00 Bid Recommendation Concurrence Request #2
Federal Project #: STP-EN-9305(28)
State Project #s: 94LPLM-F3-018, 94014-3230-04
County: Williamson
Hillsboro Road (SR-106) Intersection Improvements at Claude Yates Drive extending from Joel Cheek Blvd to Mack Hatcher Pkwy (SR-397)

Dear Ms. Baker:

The City of Franklin Engineering Department and Sullivan Engineering, Inc. (SEI) held the bid opening for PIN 108409.00, the Hillsboro Road Improvements Project, on January 22, 2016. On January 27, 2016, the City requested TDOT LPDO concurrence for the low bidder, Civil Constructors, LLC. Per your email dated February 4, 2016, TDOT could not concur with the low bidder recommendation. Civil Constructors, LLC was deemed non-responsive. The City could either award to the 2nd lowest responsive bidder, or re-bid out the project.

This letter is asking for the TDOT LPDO to review the attached 2nd lowest bidder documentation for TDOT bidding concurrence. The Engineering Department agrees with SEI on their recommendation to award to the 2nd lowest bidder, Eutaw Construction Company, Inc (see SEI bid recommendation letter #2).

Also, the City of Franklin Board of Mayor and Aldermen will have to formally approve moving forward with the 2nd lowest bidder, once we have TDOT bid concurrence. Our Board may decide to re-bid the project, if they deem the cost increase between the non-responsive low bidder and 2nd lowest bidder is too high.

Please feel free to contact me for any additional information required for your review. Let me know if I can be of further assistance.

Thank you,

William Banks
Staff Engineer
City of Franklin
615-550-6677 (Direct) • 615-791-3218 (Main Office)
william.banks@franklintn.gov

| | |
|---|---|
| **From:** | Denise Baker |
| **To:** | William Banks; Jonathan Marston |
| **Cc:** | Erin Brake; John Saalwaechter; Kevin Isenberg; Kimery Grant; Kip Mayton; Matt Burcham; Ross H. Webb; Shay Deason; Wayburn Crabtree; Whitney Sullivan |
| **Subject:** | PIN 108409.00 Bid Award \| Franklin, Williamson County |
| **Date:** | Tuesday, February 16, 2016 9:31:48 AM |
| **Attachments:** | image002.png |

Good Morning

I am pleased to announce that TDOT has concurred with Eutaw Construction Company, Inc., ($11,995,005.13) as the lowest responsive bidder. You are hereby approved to inform them they are the lowest responsive bidder and to set up the mandatory pre-construction meeting. This pre-construction meeting must be held in a location with a landline telephone so that TDOT personnel can attend by telephone.

At this mandatory pre-construction meeting you are required to have in attendance a representative from TDOT's Materials & Test Division. Please contact Kevin Isenberg at (615) 350-4314 or via e-mail at kevin.isenberg@tn.gov. He will need a copy of the final design plans, the detailed cost estimate, and the awarded contractor's bid book before the pre-construction meeting. Also, you will need to invite a representative from Region 3 Construction Office to the pre-construction meeting. Shay Deason at the Region office can be reached at 615-350-4342 or via e-mail at Shay.Deason@tn.gov. He needs a copy of the final design plans, the detailed cost estimate, and the awarded contractor's bid book prior to the pre-construction meeting. In addition, please also contact Erin Brake with the Headquarters Materials and Tests at (615) 350-4116 or via e-mail at Erin.Brake@tn.gov. Each of these contacts needs a minimum 14 day notice in advance of the pre-construction meeting.

**Electronic PDF's I must have for my information include:**

1. **The letter that is sent to the contractor advising them they are the successful bidder.**
2. **The notice to proceed to the contractor and the date the contractor actually starts work on the project site.**
3. **The contract between the City and the contractor.**
4. **Please see the Local Programs homepage for the required DBE forms on the project.**

Please feel free to contact me if you have any questions.

Denise Baker | Transportation Program Monitor – Region 3
Local Programs Development Office
James K. Polk Bldg, 6th Floor
505 Deaderick St., Nashville, TN 37243
p. 615-741-7015 f. 615-741-9673
Denise.Baker@tn.gov
tn.gov/tdot

http://www.tn.gov/tdot/article/tdot-local-programs-development-office

EUTAW
CONSTRUCTION COMPANY, INC.

109 West Commerce Street
Aberdeen, Mississippi 39730
(662) 369-8868

TN License No. 43032 (Exp. 07/31/17)
HRA; HC-D;
MU-A, C, D
Unlimited

CITY OF FRANKLIN
ENGINEERING
Date: 1/22/16
10:25 am

# BID PROPOSAL

FOR

CITY OF FRANKLIN

***HILLSBORO ROAD WIDENING***

CONTRACT NO. 2015-0002
PIN: 108409.00
COUNTY: Williamson
FEDERAL PROJECT NO.: STP-EN-106(22)
STATE PROJECT NO.: 94014-3230-04
LOCAL AGENCY REF. NO.: COF Contract No. 2015-0002

ELECTRICAL SUBCONTRACTOR

Stansell Electric Company, Inc.

TN License No. 3989 (Exp. 04/30/17)
CE; HRA-E-1
Unlimited

# PROPOSAL CONTRACT

FOR THE CONSTRUCTION OF

**Contract No. 2015-0002**

| | |
|---|---|
| PIN: | 108409.00 |
| County: | Williamson |
| Federal Project No.: | STP-EN-106(22) |
| State Project No.: | 94014-3230-04 |
| Local Agency Reference No.: | COF Contract No. 2015-0002 |
| Description Of Project: | Roadway widening and streetscape enhancement of Hillsboro Road (SR 106), from south of Joel Cheek Blvd. to north of Claude Yates Drive. |
| Project Length: | 0.828 Miles |
| Completion Time: | On or Before 430 Consecutive Calendar Days from the Approved Contractor Notice to Proceed Date |
| DBE Goal: | 5.0% |

By: EUTAW CONSTRUCTION COMPANY, INC.

City, St.: ABERDEEN, MISSISSIPPI

Surety: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

TDOT Version: 1/27/15

ATTACHMENT 1

# ATTESTATION REGARDING PERSONNEL USED IN CONTRACT PERFORMANCE

| | |
|---|---|
| SUBJECT CONTRACT NUMBER: | **CITY OF FRANKLIN CONTRACT NO.: 2015-0002** |
| CONTRACTOR LEGAL ENTITY NAME: | **EUTAW CONSTRUCTION COMPANY, INC.** |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number) | **64-0636374** |

**The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.**

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

(SEE ATTACHMENT ON NEXT PAGE)

RESOLUTION OF BOARD OF DIRECTORS

1 Name of Corporation: Eutaw Construction Company, Incorporated.

2 Be it resolved by the Board of Directors of Eutaw Construction Company, Inc., a Corporation organized and existing under the laws of the State of Mississippi and domiciled in 1980, that Alan Lyles, Scott Carter, James Gill, Keith Clark, Lane Williams, Matt McQueen, and Jonathan Hust, are hereby authorized to sign any and all proposals, contracts, bonds, and other contractual documents and/or agreements on behalf of this corporation.

3 That I, Christie Kirkpatrick, Corporate Secretary, hereby certify that the above and foregoing resolution is a true and correct copy of a resolution of the Board of Directors of this corporation which was passed at a meeting, duly called on March 19, 2015 at which a quorum was present.

4 This resolution has been entered into the records of this corporation, has not been rescinded or modified, and remains in full force and effect on this date.

Dated this day 19 of March, 2015.

WITNESSES:

Barbara Smith

Karen S. Burroughs

Signature: Christie Kirkpatrick

Federal Tax I.D. Number: 64-0636374

SEAL

## PROPOSAL

## TO THE CITY OF FRANKLIN, TENNESSEE

## FRANKLIN, TENNESSEE

By submitting this Proposal, the undersigned bidder represents that it has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work; has carefully examined the Plans, the most current version of the *Standard Specifications for Road and Bridge Construction* and the Standard Roadway and Structures Drawings adopted by the State of Tennessee, Department of Transportation, with subsequent revisions which are acknowledged to be a part of this Proposal, the Special Provisions, the Proposal Form, the Form of Contract, and the Form of Contract Payment and Performance Bond; and thoroughly understands their stipulations, requirements, and provisions.

The undersigned bidder has determined the quality and quantity of materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and, has arranged for the continuous prosecution of the work herein described.

By submitting this Proposal, the undersigned bidder agrees to provide all necessary equipment, tools, labor, incidentals, and other means of construction, to do all the work, and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the Plans, and the Specifications, and agrees to accept as payment in full the unit prices for the various items described in the Specifications that are set forth in this Proposal. The bidder understands that the quantities of work specified are approximate only and are subject to increase or decrease and that any such increase or decrease will not affect the unit prices set forth in this Proposal. Compensation for "extra work" which may be required by the **CITY** in connection with the construction and completion of the work but which was not reflected in the Plans and Specifications at the time of bidding, will be made in the following manner: work for which there is a unit price set forth in this Proposal will be compensated at that unit price; work for which there is no unit price set forth in this Proposal will be compensated in accordance with the applicable Tennessee Department of Transportation Standard Specifications.

By submitting this Proposal, the undersigned bidder hereby agrees to be bound by the award of the Contract and, if awarded the Contract on this Proposal, to execute the required Contract and the required Contract Payment and Performance Bond within ten (10) days after receipt of notice of the award. The undersigned bidder submits herewith the required Proposal guaranty in an amount of not less than five percent (5%) of the total amount of the Proposal offered and agrees and consents that the Proposal guaranty shall immediately be at the disposal of the **CITY**, not as a penalty, but as an agreed liquidated damage if the required Contract and Contract Payment and Performance Bond are not executed within ten (10) days from receipt of the notice of award.

THIS PROPOSAL SUBMITTED BY:

**EUTAW CONSTRUCTION COMPANY, INC.**

Bidder (1)

By:

**MATTHEW K. MCQUEEN -- DIVISION MANAGER**

Printed Name and Title

**109 WEST COMMERCE STREET**

Address

**ABERDEEN, MS 39730**

City/State/Zip

Bidder (1) being a **CORPORATION** composed of officers, partners, or owners as follows:

(Type of business entity)

| | |
|---|---|
| **ROBERT T. ELMORE -- PRESIDENT** | **WILLIAM COX -- EXECUTIVE V.P.** |
| Name/Title | Name/Title |
| **CHRISTIE KIRKPATRICK -- CORP. SECRETARY** | **ALAN LYLES -- V.P. OPERATIONS** |
| Name/Title | Name/Title |
| **GARY LONG -- V.P. EQUIPMENT** | **CLARK TAYLOR -- V.P. FINANCE & ADMIN.** |
| Name/Title | Name/Title |

Bidder (2)*

By:

Printed Name and Title

Address

City/State/Zip

Bidder (2) being a _____ composed of officers, partners, or owners as follows:

(Type of business entity)

| | |
|---|---|
| Name/Title | Name/Title |
| Name/Title | Name/Title |
| Name/Title | Name/Title |

***NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.**

# Bid Form

**THIS BID IS SUBMITTED TO:**

**CITY OF FRANKLIN, ENGINEERING DEPARTMENT**
109 3rd Avenue South
Suite 142
Franklin, TN 37064

**1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

**3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

| Addendum No. | Addendum Date |
|---|---|
| 1 | 01/06/16 |
| 2 | 01/15/16 |
| 3 | 01/19/16 |
| 4 | 01/19/16 |
| 5 | 01/20/16 |
| | |

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Contract Documents.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

**4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

# Bid Form

**5.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| ESTIMATED ROADWAY QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOT NOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT PRICE | TOTAL PRICE |
| | 105-01 | CONSTRUCTION STAKES LINES AND GRADES | L.S. | 0.64 | 0.36 | 1.00 | 110,000.00 | 110,000.00 |
| (9) | 201-01 | CLEARING AND GRUBBING | L.S. | 0.64 | 0.36 | 1.00 | 20,478.98 | 20,478.98 |
| (9) | 202-01 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS IN ACCORDANCE WITH SECTION 202-01 OF THE STANDARD SPECIFICATIONS, INCLUSIVE BUT NOT LIMITED TO ITEMS SUCH AS SIGNS, CURBS (CONCRETE/ASPHALT), MAILBOXES AND ALL OTHER ITEMS WITHIN THE GRADING LIMITS UNLESS OTHERWISE NOTED TO REMAIN.) | L.S. | 0.64 | 0.36 | 1.00 | 100,000.00 | 100,000.00 |
| | 203-01 | ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED) | C.Y. | 4,874 | 2,746 | 7,620 | 9.00 | 68,580.00 |
| (14) | 203-02.03 | BORROW EXCAVATION (SOLID ROCK, MAX SIZE 6") | TON | 2,500 | 2,500 | 5,000 | 16.00 | 80,000.00 |
| | 203-03 | BORROW EXCAVATION (UNCLASSIFIED) | C.Y. | 1,251 | 704 | 1,955 | 39.00 | 76,245.00 |
| | 203-04 | PLACING AND SPREADING TOPSOIL | C.Y. | 882 | 497 | 1,379 | 8.00 | 11,032.00 |
| | 203-05 | UNDERCUTTING (UNIT PRICE BIDS INCLUDES MINERAL AGGREGATE, SIZE 1 BACKFILL) | C.Y. | 731 | 412 | 1,143 | 49.00 | 56,007.00 |
| | 203-06 | WATER | M.G. | 1,222 | 689 | 1,911 | 3.00 | 5,733.00 |
| | 203-07 | FURNISHING & SPREADING TOPSOIL | C.Y. | 1,289 | 726 | 2,015 | 20.00 | 40,300.00 |
| | | | | | | | | |
| | 204-08 | FOUNDATION FILL MATERIAL | C.Y. | 322 | 182 | 504 | 41.00 | 20,664.00 |
| (1) | 204-08.01 | BACKFILL MATERIAL (FLOWABLE FILL, INCLUDES 100 C.Y. NON-PARTICIPATING FOR WATER AND SEWER CONSTRUCTION) | C.Y. | 656 | 469 | 1,125 | 110.00 | 123,750.00 |
| | 209-05 | SEDIMENT REMOVAL | C.Y. | 62 | 35 | 97 | 6.00 | 582.00 |
| (2) | 209-08.02 | TEMPORARY SILT FENCE WITH BACKING, (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.) | L.F. | 1,855 | 1,045 | 2,900 | 4.00 | 11,600.00 |
| | 209-08.06 | ENHANCED SILT FENCE CHECK | EACH | 12 | 7 | 19 | 320.00 | 6,080.00 |

# Bid Form

| ESTIMATED ROADWAY QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
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| | | (TRAPEZOIDAL), DEPTH, OR AS DIRECTED BY THE ENGINEER, AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.) | | | | | | |
| | | | | | | | | |
| | 209-09.41 | CURB INLET PROTECTION (TYPE 2), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.) | EACH | 38 | 22 | 60 | 180.00 | 10,800.00 |
| | 209-40.41 | CATCH BASIN FILTER ASSEMBLY (TYPE 1), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.) | EACH | 22 | 13 | 35 | 420.00 | 14,700.00 |
| | 209-40.42 | CATCH BASIN FILTER ASSEMBLY (TYPE 2), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.) | EACH | 4 | 2 | 6 | 680.00 | 4,080.00 |
| (15) | 303-01 | MINERAL AGGREGATE TYPE A BASE GRADING "D", (INCLUDES 4714 TONS FOR MAINTENANCE OF TRAFFIC) | TON | 13,451 | 7,577 | 21,028 | 18.00 | 378,504.00 |
| (4) | 303-01.01 | GRANULAR BACKFILL (ROADWAY) | TON | 737 | 415 | 1,152 | 27.00 | 31,104.00 |
| | 307-02.01 | ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A , (INCLUDES 1619 TONS FOR MAINTENANCE OF TRAFFIC) | TON | 4,457 | 2,510 | 6,967 | 61.00 | 424,987.00 |
| | 307-02.02 | ASPHALT CEMENT (PG70-22)(BPMB-HM) GRADING A-S , (INCLUDES 41 TONS FOR MAINTENANCE OF TRAFFIC) | TON | 113 | 64 | 177 | 610.00 | 107,970.00 |
| | 307-02.03 | AGGREGATE (BPMB-HM) GRADING A-S MIX , (INCLUDES 1,226 TONS FOR MAINTENANCE OF TRAFFIC) | TON | 3,374 | 1,901 | 5,275 | 45.00 | 237,375.00 |

# Bid Form

| ESTIMATED ROADWAY QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
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| (16) | 307-02.08 | ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2 , (INCLUDES 795 TONS FOR MAINTENANCE OF TRAFFIC, INCLUDES 160 TONS NON-PARTICIPATING FOR WATER AND SEWER CONSTRUCTION) ) | TON | 2,339 | 1,317 | 3,656 | 63.00 | 230,328.00 |
| | 402-01 | BITUMINOUS MATERIAL FOR PRIME COAT (PC), (INCLUDES 13 TONS FOR MAINTENANCE OF TRAFFIC) | TON | 39 | 22 | 61 | 790.00 | 48,190.00 |
| | 402-02 | AGGREGATE FOR COVER MATERIAL (PC), (INCLUDES 51 TONS FOR MAINTENANCE OF TRAFFIC) | TON | 155 | 87 | 242 | 25.00 | 6,050.00 |
| | 403-01 | BITUMINOUS MATERIAL FOR TACK COAT (TC), (INCLUDES 7 TONS FOR MAINTENANCE OF TRAFFIC, INCLUDES 0.03 TONS NON-PARTICIPATING FOR WATER AND SEWER CONSTRUCTION) ) | TON | 21 | 12 | 33 | 680.00 | 22,440.00 |
| (7) | 407-20.05 | SAW CUTTING ASPHALT PAVEMENT, (TO BE USED AS DIRECTED BY THE ENGINEER FOR CONNECTIONS AT EXISTING ROADWAYS. IF THE CONTRACTOR ELECTS TO SAW CUT FOR OTHER PURPOSES, PAYMENT SHALL BE DISALLOWED UNLESS PRE-APPROVED BY THE ENGINEER.) | L.F. | 5,059 | 2,850 | 7,909 | 1.50 | 11,863.50 |
| (17) | 411-02.10 | ACS MIX(PG70-22) GRADING D , (INCLUDES 466 TONS FOR MAINTENANCE OF TRAFFIC, INCLUDES 33 TONS NON-PARTICIPATING FOR WATER AND SEWER CONSTRUCTION) ) | TON | 1,702 | 959 | 2,661 | 86.00 | 228,846.00 |
| (6) | 415-01.02 | COLD PLAINING BITUMINOUS PAVEMENT, (DEPTH 1.25" +/-, TO BE USED AS DIRECTED BY THE ENGINEER . UNIT PRICE INCLUDES ALL WORK NECESSARY TO PREPARE THE AREA FOR PAVING.) | S.Y. | 3,660 | 2,062 | 5,722 | 4.00 | 22,888.00 |
| (7) | 502-04.01 | SAW CUTTING CONCRETE PAVEMENT | L.F. | 15 | 9 | 24 | 3.50 | 84.00 |
| | | | | | | | | |
| | 607-03.02 | 18" CONCRETE PIPE CULVERT (CLASS III) | L.F. | 2,190 | 1,233 | 3,423 | 47.00 | 160,881.00 |
| | 607-05.02 | 24" CONCRETE PIPE CULVERT (CLASS III) | L.F. | 400 | 225 | 625 | 58.00 | 36,250.00 |
| | 607-06.02 | 30" CONCRETE PIPE CULVERT (CLASS III) | L.F. | 108 | 61 | 169 | 72.00 | 12,168.00 |
| | 607-07.02 | 36" CONCRETE PIPE CULVERT (CLASS III) | L.F. | 604 | 341 | 945 | 92.00 | 86,940.00 |

# Bid Form

| ESTIMATED ROADWAY QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
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| | 607-08.02 | 42" CONCRETE PIPE CULVERT (CLASS III) | L.F. | 1,361 | 767 | 2,128 | 110.00 | 234,080.00 |
| | 607-09.02 | 48" CONCRETE PIPE CULVERT (CLASS III) | L.F. | 207 | 117 | 324 | 140.00 | 45,360.00 |
| (4) | 607-50.09 | PRECAST CONCRETE BOX CULVERT (6' X 4') | L.F.. | 704 | 396 | 1,100 | ~~550.00~~ 450.00 | ~~605,000.00~~ 495,000.00 |
| | 611-01.02 | MANHOLE, DEPTH 4' - 8' (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION) | EACH | 1 | 1 | 2 | 3,700.00 | 7,400.00 |
| | 611-01.20 | ADJUSTMENT OF EXISTING MANHOLE | EACH | 2 | 2 | 4 | 580.00 | 2,320.00 |
| | 611-07.54 | 18" ENDWALL (CROSS DRAIN 3:1) | EACH | 1 | 0 | 1 | 1,500.00 | 1,500.00 |
| | 611-07.63 | 36" ENDWALL (CROSS DRAIN 3:1) | EACH | 0 | 1 | 1 | 3,300.00 | 3,300.00 |
| | | | | | | | | |
| (5) | 611-12.02 | CATCH BASINS, TYPE 12, DEPTH 4' - 8' (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION) | EACH | 19 | 11 | 30 | 5,000.00 | 150,000.00 |
| (5) | 611-12.03 | CATCH BASINS, TYPE 12, DEPTH 8' - 12' (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION) | EACH | 5 | 3 | 8 | 6,300.00 | 50,400.00 |
| (5) | 611-14.01 | CATCH BASINS, TYPE 14, DEPTH 4' - 8' (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION) | EACH | 8 | 5 | 13 | 7,700.00 | 100,100.00 |
| (5) | 611-14.02 | CATCH BASINS, TYPE 14, DEPTH 8' - 12' (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION) | EACH | 6 | 3 | 9 | 10,000.00 | 90,000.00 |
| | 611-39.02 | CATCH BASINS, TYPE 39 DEPTH 4' - 8', (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION) | EACH | 4 | 2 | 6 | 5,200.00 | 31,200.00 |
| | 611-42.01 | CATCH BASINS, TYPE 42, DEPTH 0' - 4', | EACH | 22 | 13 | 35 | 2,700.00 | 94,500.00 |

# Bid Form

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|---|---|---|---|---|---|---|---|---|
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| | | (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION, QUANTITY INCLUDES 6 STRUCTURES TO BE COORDINATED WITH STREETSCAPE PLANS PREPARED BY EG&G, INC.) | | | | | | |
| | 701-01.07 | EXPOSED AGGREGATE CONCRETE DRIVEWAY(6" THICKNESS W/ FIBER MESH AND 4" AGGREGATE CLASS "A" GRADING "D" BASE) | S.F. | 589 | 332 | 921 | 10.00 | 9,210.00 |
| | 701-02 | CONCRETE DRIVEWAY (6" THICKNESS W/ FIBER MESH AND 4" AGGREGATE CLASS "A" GRADING "D" BASE) | S.F | 606 | 342 | 948 | 7.50 | 7,110.00 |
| | 701-02.03 | CONCRETE CURB RAMP (APPROACH APRON TO BACK OF RIGHT-OF-WAY, 8" THICKNESS W/ FIBER MESH AND 4" AGGREGATE CLASS "A" GRADING "D" BASE) | S.F. | 4,146 | 2,336 | 6,482 | 7.50 | 48,615.00 |
| | 702-01.01 | EXTRUDED MOUNTABLE CURB | L.F. | 404 | 227 | 631 | 12.00 | 7,572.00 |
| | 702-01.02 | CONCRETE CURB (TYPE "A") | L.F. | 179 | 101 | 280 | 29.00 | 8,120.00 |
| | 702-03 | CONCRETE COMBINED CURB & GUTTER | C.Y. | 362 | 204 | 566 | 270.00 | 152,820.00 |
| (3) | 707-08.11 | HIGH-VISIBILITY CONSTRUCTION FENCE, (INCLUDES 900 L.F. TO BE USED WITH EROSION CONTROL, UNIT PRICE BID INCLUDES COST OF ADJUSTMENTS NECESSARY AS THE CONSTRUCTION PHASES EVOLVE THROUGHOUT THE CONSTRUCTION PROJECT.) | L.F. | 6,755 | 3,805 | 10,560 | 1.50 | 15,840.00 |
| | 708-02.01 | MARKERS (CONCRETE R.O.W. POST) | EACH | 15 | 9 | 24 | 230.00 | 5,520.00 |
| | 709-05.06 | MACHINED RIP-RAP (CLASS A-1) | TON | 15 | 8 | 23 | 39.00 | 897.00 |
| | 709-05.07 | MACHINED RIP-RAP (CLASS A-2) | TON | 6 | 4 | 10 | 40.00 | 400.00 |
| | 710-02 | AGGREGATE UNDERDRAINS (WITH PIPE) | L.F. | 7,446 | 4,194 | 11,640 | 4.50 | 52,380.00 |
| (13) | 712-01 | TRAFFIC CONTROL (UNIT PRICE BID INCLUDES INSTALLATION AND REMOVAL COST OF ALL CONFLICTING PAVEMENT MARKINGS (TEMPORARY OR PERMANENT) INCLUSIVE OF TEMPORARY MARKINGS ON THE FINAL ASPHALT TOPPING.) | L.S. | 1 | 0 | 1 | 85,000.00 | 85,000.00 |

# Bid Form

| ESTIMATED ROADWAY QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOT NOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT PRICE | TOTAL PRICE |
| | 712-02.02 | INTERCONNECTED PORTABLE BARRIER RAIL, (ESTIMATED QUANTITY IS BASED ON PHASE, WHICH REQUIRES HIGHEST QUANTITY. UNIT PRICE BID INCLUDES COST OF ADJUSTMENTS NECESSARY AS THE CONSTRUCTION PHASES EVOLVE THROUGHOUT THE DURATION OF THE PROJECT.) | L.F. | 3,837 | 2,163 | 6,000 | 47.00 | 282,000.00 |
| | 712-04.01 | FLEXIBLE DRUMS (CHANNELIZING), (ESTIMATED QUANTITY IS BASED ON PHASE WHICH REQUIRES HIGHEST QUANTITY. UNIT PRICE BID INCLUDES COST OF ADJUSTMENTS NECESSARY AS THE CONSTRUCTION PHASES EVOLVE THROUGHOUT THE DURATION OF THE PROJECT.) | EACH | 629 | 353 | 982 | 37.00 | 36,334.00 |
| | 712-04.10 | TEMPORARY FLEXIBLE TUBULAR DELINEATOR (36" to 42" HEIGHT), (ESTIMATED QUANTITY IS BASED ON PHASE WHICH REQUIRES HIGHEST QUANTITY. UNIT PRICE BID INCLUDES COST OF ADJUSTMENTS NECESSARY AS THE CONSTRUCTION PHASES EVOLVE THROUGHOUT THE CONSTRUCTION PROJECT.) | EACH | 343 | 193 | 536 | 48.00 | 25,728.00 ~~25,728~~ cm |
| (18) | 712-06 | SIGNS (CONSTRUCTION), (ESTIMATED QUANTITY IS BASED ON PHASE WHICH REQUIRES HIGHEST QUANTITY. UNIT PRICE BID INCLUDES COST OF ADJUSTMENTS NECESSARY AS THE CONSTRUCTION PHASES EVOLVE THROUGHOUT THE CONSTRUCTION PROJECT.) | S.F. | 280 | 158 | 438 | 6.50 | 2,847.00 |
| | 712-06.01 | VERTICAL PANELS (ESTIMATED QUANTITY IS BASED ON PHASE, WHICH REQUIRES HIGHEST QUANTITY. UNIT PRICE BID INCLUDES COST OF ADJUSTMENTS NECESSARY AS THE CONSTRUCTION PHASES EVOLVE THROUGHOUT THE DURATION OF THE PROJECT.) | S.F. | 768 | 434 | 1,202 | 13.00 | 15,626.00 |
| | 712-06.11 | CONSTRUCTION IDENTIFICATION SIGNS | EACH | 3 | 0 | 3 | 260.00 | 780.00 |
| (3), (11) | 712-08.01 | UNIFORMED POLICE OFFICER OR UTILITY | HOUR | 1,919 | 1,081 | 3,000 | $40.00 | $120,000.00 |

# Bid Form

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| | | INSPECTOR | | | | | | |
| (8) | 713-11.02 | PERFORATED/KNOCKOUT SQUARE TUBE POST (COORDINATE WITH STD. DRAWING T-S-17) | LB | 99 | 338 | 437 | 110.00 | 48,070.00 |
| (8) | 713-13.03 | FLAT SHEET ALUMINUM SIGNS (0.100" THICK) | S.F. | 18 | 211 | 229 | 23.00 | 5,267.00 |
| (3) | 713-16.04 | CHANGEABLE MESSAGE SIGN UNIT (MEETS MUTCD REQUIREMENTS FOR PORTABLE MESSAGE SIGNS, COORDINATE WITH PROJECT MANUAL. SHALL BE IN ACCORDANCE WITH SPECIFICATIONS CONTAINED IN THE PROJECT MANUAL. AT COMPLETION OF THE PROJECT THE SIGNS SHALL BECOME PROPERTY OF THE CITY OF FRANKLIN STREET DEPARTMENT. THE SIGNS SHALL BE IN LIKE NEW CONDITION, PROPER WORKING ORDER WITH ALL FACTORY MANUALS. A WARRANTY SHALL BE CONVEYED TO THE CITY OF FRANKLIN AT THE COMPLETION OF THE PROJECT FOR A PERIOD EQUAL TO THAT OF THE ORIGINAL AS FURNISHED BY THE MANUFACTURER.) | EACH | 1 | 1 | 2 | 21,000.00 | 42,000.00 |
| | 716-13.01 | SPRAY THERMO PAVEMENT MARKING (60 MIL), (4" LINE - SSWL, SSYL, DSYL, SBYL & SBWL) | LIN. MI. | 3.24 | 1.83 | 5.07 | 3,100.00 | 15,717.00 |
| | 716-13.02 | SPRAY THERMO PAVEMENT MARKING (60 MIL), (6" LINE - SSWL-EDGE LINE) | LIN. MI. | 0.88 | 0.49 | 1.37 | 3,600.00 | 4,932.00 |
| | 716-02.05 | PLASTIC PAVEMENT MARKING (STOP LINE) | L.F. | 143 | 81 | 224 | 16.00 | 3,584.00 |
| | 716-02.06 | PLASTIC PAVEMENT MARKING TURN LANE ARROW (LEFT OR RIGHT) | EACH | 11 | 2 | 13 | 160.00 | 2,080.00 |
| | 716-02.09 | PLASTIC PVMNT MARKING (LONGITUDINAL CROSS-WALK), (QUANTITY IS CALCULATED FROM FACE OF CURB TO FACE OF CURB) | L.F. | 244 | 138 | 382 | 42.00 | 16,044.00 |
| | 716-04.01 | PLASTIC PAVEMENT MARKING - (STRAIGHT-TURN ARROW) | EACH | 2 | 0 | 2 | 210.00 | 420.00 |
| | 716-04.05 | PLASTIC PAVEMENT MARKING - (STRAIGHT ARROW) | EACH | 1 | 3 | 4 | 130.00 | 520.00 |
| | 716-04.15 | PLASTIC PAVEMENT MARKING - (BIKE SYMBOL/ARROW) | EACH | 5 | 3 | 8 | 580.00 | 4,640.00 |

# Bid Form

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| (10) | 716-05.01 | PAINTED PAVEMENT MARKING (4" LINE, SSWL, SSYL, DSYL, SBYL & SBWL) | LIN. MI. | 4.39 | 2.47 | 6.86 | 1,600.00 | 10,976.00 |
| (10) | 716-05.05 | PAINTED PAVEMENT MARKING (STOP LINE) | L.F. | 143 | 81 | 224 | 6.50 | 1,456.00 |
| (10) | 716-05.20 | PAINTED PAVEMENT MARKING (6" LINE) | LIN. MI. | 0.64 | 0.36 | 1.00 | 1,700.00 | 1,700.00 |
| | 717-01 | MOBILIZATION | L.S. | 1 | 0 | 1 | 595,000.00 | 595,000.00 |
| (12) | 722-01.02 | FIELD OFFICE (TYPE 2), (ALLOWANCE) | L.S. | 1 | 0 | 1 | $25,000.00 | $25,000.00 |
| (2) | 740-11.03 | TEMPORARY SEDIMENT TUBE 18 INCH (TO BE USED FOR EROSION CONTROL OF "V-DITCH", AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.) | L.F. | 1,855 | 1,045 | 2,900 | 3.50 | 10,150.00 |
| | 771-30.28 | TEMPORARY ASPHALT (COLD MIX, TO BE USED AS DIRECTED BY THE ENGINEER) | S.F. | 4,797 | 2,703 | 7,500 | 3.00 | 22,500.00 |
| | 793-14.10 | CORE DRILL CONCRETE STRUCTURES (6" TO 12" DIA., MANHOLE, CATCHBASIN, UTILITY MANHOLE) | EACH | 5 | 5 | 10 | 160.00 | 1,600.00 |
| | 801-01.07 | TEMPORARY SEEDING (WITH MULCH) | UNIT | 78 | 44 | 122 | 22.00 | 2,684.00 |
| (7) | 801-01.17 | BONDED FIBER MATRIX HYDROMULCH (WITH TEMPORARY SEED) | UNIT | 78 | 44 | 122 | 74.00 | 9,028.00 |
| | 801-03 | WATER (SEEDING & SODDING) | M.G. | 182 | 102 | 284 | 31.00 | 8,804.00 |
| (8) | 803-01 | SODDING (NEW SOD, INSTALLATION SHALL BE INSTALLED ON TOPSOIL. TOPSOIL SHALL HAVE A MINIMUM DEPTH OF 6 INCHES) | S.Y. | 8,685 | 4,893 | 13,578 | 2.50 | 33,945.00 |
| (7) | 805-12.03 | EROSION CONTROL BLANKET (TYPE III) | S.Y. | 2,500 | 2,500 | 5,000 | 2.50 | 12,500.00 |
| | | SUB-TOTAL ROADWAY QUANTITIES | | | | | | 5,868,076.48 |

**ROADWAY FOOTNOTES:**

(1) TO BE USED AS DIRECTED FOR STORM DRAIN CROSSINGS.
(2) ITEM MAY BE INTERCHANGED AS APPROPRIATE BASED ON CONSTRUCTION ACTIVITIES.
(3) TO BE USED AND LOCATED AS DIRECTED BY THE ENGINEER.
(4) TO BE USED FOR CONSTRUCTION OF THE BOX CULVERT UTILIZED AS PART OF THE STORM DRAINAGE SYSTEM.
(5) CURB IRON TO HAVE A SOLID BACK PER CITY OF FRANKLIN REQUIREMENTS.

(6) TO BE USED AS DIRECTED BY THE ENGINEER NORTH OF CLAUDE YATES DRIVE.
(7) TO BE USED AS DIRECTED BY THE ENGINEER.
(8) COORDINATE WITH DESIGN DOCUMENTS PREPARED BY EG&G.
(9) PRIOR TO REMOVAL THE CONTRACTOR SHALL SUBMIT A PLAN OF OPERATIONS FOR APPROVAL BY THE ENGINEER.
(10) TO BE USED FOR MAINTENANCE OF TRAFFIC DURING CONSTRUCTION AS DIRECTED BY THE ENGINEER.
(11) CITY ORDINANCE REQUIRES THAT OFF DUTY FRANKLIN POLICE OFFICERS BE USED FOR SPECIAL EVENTS AND CONSTRUCTION ACTIVITIES.
(12) THE CITY CURRENTLY HAS A BUILDING THAT MAY BE AVAILABLE FOR USE FOR PROJECT MEETINGS. THEREFORE, THEY RESERVE THE OPTION TO USE THAT FACILITY FOR MEETINGS. IF THE CITY BUILDING IS UTILIZED AS A MEETING SPACE, A PROPOSAL REQUEST WILL BE ISSUED FOR ITEMS OF WORK NECESSARY TO BRING THE FACILITY INTO CONFORMANCE WITH THE FIELD OFFICE SPECIFICATION.
(13) COORDINATE WITH ITEM NO. 712-99.92
(14) TO BE USED FOR BACKFILLING LARGE UTILITY TRENCH EXCAVATIONS WITH FILTER STONE AS DIRECTED BY THE ENGINEER.
(15) INCLUDES 4714 TONS FOR MAINTENANCE OF TRAFFIC.
(16) INCLUDES 795 TONS FOR MAINTENANCE OF TRAFFIC, INCLUDES 160 TONS NON-PARTICIPATING FOR WATER AND SEWER CONSTRUCTION.
(17) INCLUDES 466 TONS FOR MAINTENANCE OF TRAFFIC, INCLUDES 33 TONS NON-PARTICIPATING FOR WATER AND SEWER CONSTRUCTION.
(18) ESTIMATED QUANTITY IS BASED ON PHASE WHICH REQUIRES HIGHEST QUANTITY. UNIT PRICE BID INCLUDES COST OF ADJUSTMENTS NECESSARY AS THE CONSTRUCTION PHASES EVOLVE THROUGHOUT THE CONSTRUCTION PROJECT.

**ESTIMATED SIGNALIZATION QUANTITIES**

| FOOT NOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|---|---|---|
| (1) | 712-99.92 | TRAFFIC CONTROL (SIGNALIZATION, SCHOOL FLASHER AND SIGNAL COMMUNICATION INSTALLATION) | LS | 1 | 0 | 1 | 3,790.00 | 3,790.00 |
| (10) | 713-16.20 | SIGNS (OVERHEAD STREET NAME SIGNS) | EACH | 12 | 0 | 12 | 3,000.00 | 36,000.00 |
| (6) | 713-16.22 | SIGNS (R10-12, 24"X30") | EACH | 3 | 0 | 3 | 270.00 | 810.00 |
| | 713-16.23 | SIGNS (SPEED LIMIT 20 MPH WHEN FLASHING, 48" X 36") (INCLUDES FLASHER AND BEACON) | EACH | 2 | 0 | 2 | 1,120.00 | 2,240.00 |
| | 725-02.06 | VIDEO ENCODER | EACH | 1 | 0 | 1 | 2,750.00 | 2,750.00 |
| (15) | 725-02.25 | FIELD HUB SWITCH (INSTALL ONLY) | EACH | 4 | 0 | 4 | 2,440.00 | 9,760.00 |
| (17) | 725-03.80 | CCTV CAMERA SYSTEM | EACH | 1 | 0 | 1 | 4,840.00 | 4,840.00 |
| (18) | 725-05.01 | MODEL 336A CABINET WITH CAMERA CONTROLLER | EACH | 1 | 0 | 1 | 5,710.00 | 5,710.00 |
| | 725-05.06 | FUSION SPLICE | EACH | 16 | 0 | 16 | 560.00 | 8,960.00 |
| (21) | 725-10.36 | PRE-TERMINATED FIBER OPTIC CABLE ASSEMBLY (12 COUNT SMFO) | EACH | 6 | 0 | 6 | 670.00 | 4,020.00 |

# Bid Form

| ESTIMATED SIGNALIZATION QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOT NOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT PRICE | TOTAL PRICE |
| | 725-10.64 | FIBER OPTIC CABLE (12 COUNT SMFO) | L.F. | 5,400 | 0 | 5,400 | 2.70 | 14,580.00 |
| | 725-20.54 | CABLE (1/C #8 AWG) | L.F. | 120 | 0 | 120 | 1.20 | 144.00 |
| | 725-20.55 | CABLE (1/C #6 AWG, INCLUDES 650 L.F. PARTICIPATING FOR SCHOOL FLASHER INSTALLATION) | L.F. | 825 | 0 | 825 | 1.40 | 1,155.00 |
| (9) | 730-01.02 | REMOVAL OF SIGNAL EQUIPMENT | L.S. | 1 | 0 | 1 | 2,600.00 | 2,600.00 |
| | 730-02.09 | SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE) | EACH | 15 | 0 | 15 | 1,000.00 | 15,000.00 |
| | 730-02.17 | SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE, 3 LEFT) | EACH | 3 | 0 | 3 | 1,580.00 | 4,740.00 |
| | 730-03.21 | INSTALL PULL BOX (TYPE B, INCLUDES 2 EACH PARTICIPATING FOR SCHOOL FLASHER INSTALLATION) | EACH | 20 | 0 | 20 | 470.00 | 9,400.00 |
| | 730-03.23 | INSTALL PULL BOX (FIBER OPTIC-TYPE A) | EACH | 9 | 0 | 9 | 1,480.00 | 13,320.00 |
| | 730-03.24 | INSTALL PULL BOX (FIBER OPTIC-TYPE B) | EACH | 4 | 0 | 4 | 1,630.00 | 6,520.00 |
| | 730-03.25 | INSTALL PULL BOX (ELECTRICAL-TYPE C) | EACH | 2 | 0 | 2 | 470.00 | 940.00 |
| (2,19) | 730-05.01 | ELECTRICAL SERVICE CONNECTION (INCLUDES 2 EACH PARTICIPATING FOR SCHOOL FLASHER INSTALLATION) | EACH | 5 | 0 | 5 | 4,160.00 | 20,800.00 |
| | 730-08.01 | SIGNAL CABLE - 3 CONDUCTOR | L.F. | 300 | 0 | 300 | 1.10 | 330.00 |
| | 730-08.02 | SIGNAL CABLE - 5 CONDUCTOR (INCLUDES 125 L.F. PARTICIPATING FOR SCHOOL FLASHER INSTALLATION) | L.F. | 825 | 0 | 825 | 1.30 cm ~~1.10~~ | 1,072.50 ~~330.00~~ cm |
| | 730-08.03 | SIGNAL CABLE - 7 CONDUCTOR | L.F. | 1,900 | 0 | 1,900 | 1.50 | 2,850.00 |
| (11) | 730-08.10 | SIGNAL CABLE (EMERGENCY PREEMPTION CABLE) | L.F. | 700 | 0 | 700 | 3.10 | 2,170.00 |
| | 730-12.01 | CONDUIT 1" DIAMETER (PVC) | L.F. | 70 | 0 | 70 | 9.50 | 665.00 |
| | 730-12.02 | CONDUIT 2" DIAMETER (PVC, INCLUDES 200 L.F. PARTICIPATING FOR SCHOOL FLASHER INSTALLATION) | L.F. | 1,260 | 0 | 1,260 | 9.90 | 12,474.00 |
| | 730-12.03 | CONDUIT 3" DIAMETER (PVC) | L.F. | 1,920 | 0 | 1,920 | 11.25 | 21,600.00 |
| | 730-13.03 | VEHICLE DETECTOR (4 - CHANNEL, RACK MOUNT) | EACH | 6 | 0 | 6 | 500.00 | 3,000.00 |
| (4) | 730-13.06 | VEHICLE DETECTOR (OPTICALLY ACTIVATED PRIORITY CONTROL) | EACH | 4 | 0 | 4 | 2,450.00 | 9,800.00 |
| (5) | 730-13.08 | VEHICLE DETECTOR (RADIO/GPS ACTIVATED | EACH | 2 | 0 | 2 | 5,610.00 | 11,220.00 |

# Bid Form

| ESTIMATED SIGNALIZATION QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOT NOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT PRICE | TOTAL PRICE |
| | | PRIORITY CONTROL) | | | | | | |
| | 730-14.01 | SHIELDED DETECTOR CABLE | L.F. | 3,200 | 0 | 3,200 | 1.10 | 3,520.00 |
| | 730-14.02 | SAW SLOT | L.F. | 1,900 | 0 | 1,900 | 4.10 | 7,790.00 |
| | 730-14.03 | LOOP WIRE | L.F. | 3,400 | 0 | 3,400 | 0.75 | 2,550.00 |
| (13) | 730-15.07 | CABINET (FLASHING BEACON, FOR SCHOOL FLASHER INSTALLATION) | EACH | 2 | 0 | 2 | 1,160.00 | 2,320.00 |
| (20) | 730-15.11 | MODIFY CABINET (FO COMMUNICATION) | EACH | 1 | 0 | 1 | 820.00 | 820.00 |
| (12, 13) | 730-15.32 | CABINET (EIGHT PHASE BASE MOUNTED) | EACH | 2 | 0 | 2 | 26,410.00 | 52,820.00 |
| (27) | 730-16.02 | EIGHT PHASE ACTUATED CONTROLLER | EACH | 2 | 0 | 2 | 4,100.00 | 8,200.00 |
| (25) | 730-16.03 | CONTROLLER (FLASHING BEACON, FOR SCHOOL FLASHER INSTALLATION) | EACH | 2 | 0 | 2 | 1,160.00 | 2,320.00 |
| (16) | 730-22.36 | CCTV POLE 50' POLE HEIGHT/LOWERING DEVICE | EACH | 1 | 0 | 1 | 18,350.00 | 18,350.00 |
| (3) | 730-23.30 | PEDESTAL POLE (STANDARD) | EACH | 7 | 0 | 7 | 1,460.00 | 10,220.00 |
| | 730-23.36 | CANTILEVER SIGNAL SUPPORT (1 ARM @ 30') | EACH | 1 | 0 | 1 | 10,840.00 | 10,840.00 |
| (3) | 730-23.37 | CANTILEVER SIGNAL SUPPORT (1 ARM @ 35') | EACH | 2 | 0 | 2 | 11,880.00 | 23,760.00 |
| (3) | 730-23.39 | CANTILEVER SIGNAL SUPPORT (1 ARM @ 45') | EACH | 2 | 0 | 2 | 12,620.00 | 25,240.00 |
| (14) | 730-23.64 | CANTILEVER SIGNAL SUPPORT (1 ARM @ 30', FOR SCHOOL FLASHER INSTALLATION) | EACH | 2 | 0 | 2 | 10,840.00 | 21,680.00 |
| (3) (7) | 730-23.97 | CANTILEVER SIGNAL SUPPORT (1 ARM @ 50') | EACH | 1 | 0 | 1 | 12,910.00 | 12,910.00 |
| (3) (7) | 730-23.98 | CANTILEVER SIGNAL SUPPORT (1 ARM @ 55') | EACH | 1 | 0 | 1 | 14,920.00 | 14,920.00 |
| (3) (7) | 730-23.99 | CANTILEVER SIGNAL SUPPORT (1 ARM @ 60') | EACH | 1 | 0 | 1 | 17,340.00 | 17,340.00 |
| (8) | 730-26.02 | PEDESTRIAN PUSHBUTTON WITH 15" SIGN | EACH | 12 | 0 | 12 | 310.00 | 3,720.00 |
| | 730-26.05 | COUNTDOWN PEDESTRIAN SIGNAL | EACH | 12 | 0 | 12 | 630.00 | 7,560.00 |
| (3) | 920-10.04 | PEDESTRIAN PUSHBUTTON POST (STANDARD) | EACH | 1 | 0 | 1 | 840.00 | 840.00 |
| (22, 24, 26) | 920-12.04 | ETHERNET/FIBER CONVERTER | EACH | 6 | 0 | 6 | 970.00 | 5,820.00 |
| (23) | 920-10.06 | TEMPORARY TRAFFIC SIGNAL POLES | L.S. | 1 | 0 | 1 | 4,370.00 | 4,370.00 |
| | | SUB-TOTAL SIGNALIZATION QUANTITIES | | | | | | 491,170.50 |

**SIGNAL/COMMUNICATION FOOTNOTES:**

(1) ITEM INCLUDES ALL TRAFFIC CONTROL FOR INSTALLATION OF TRAFFIC SIGNAL AS NOTED ON THE PLAN SHEETS AND AS REQUIRED TO COMPLETE THE PROJECT.

(2) THE CONTRACTOR WILL BE RESPONSIBLE FOR CONTACTING THE LOCAL UTILITY TO OBTAIN THE ESTIMATE FOR ANY CHANGES BY THE UTILITY FOR PROVIDING ELECTRICAL SERVICE TO THE CONTROLLER. THESE CHARGES SHALL BE INCLUDED IN THE PRICE FOR ITEM NO. 730-05.01 FOR PAYMENT BY THE CONTRACTOR. ITEM INCLUDES MILBANK ELECTRICAL SERVICE PEDESTAL MODEL NO. CP3B51110A22SL1, AS INDICATED ON THE PLANS. COORDINATE COLOR OF MILBANK WITH CITY PRIOR TO ORDERING.

(3) ITEM INCLUDES SUPPORT POLE, INSTALLATION OF SUPPORT POLE AND FOUNDATION.

(4) ITEM INCLUDES FURNISHING AND INSTALLING A OPTICOM; VEHICLE DETECTION MODEL 721 DETECTOR, EMERGENCY PREEMPT UNIT AND ALL ANCILARY WIRING AND SENSORS NEEDED TO PROVIDE EMERGENCY VEHILCE PREEMTION AS INDICATED ON THE PLANS.

(5) ITEM INCLUDES FURNISHING AND INSTALLING ALL WIRING AND SENSORS NEEDED TO PROVIDE OPTOCOM VEHICLE DETECTION (RADIO/GPS ACTIVATED PRIORITY CONTROL) MODEL 764 PHASE SELECTOR, MODEL 1012 GPS RADIO UNIT, MODEL 1050 GPS RADIO ANTENNA. MODEL 768 AUXILARY INTERFACE PANEL, MODEL 1050 GPS RADIO ANTENNA. MODEL 768 AUXILARY INTERFACE PANEL, MODEL 1050 GPS INSTALLATION CABLE. MODEL 1040 GPS/INFRARED CARD RACDK, MODEL 138 DETECTOR CABLE, AND MODEL 711 EXTERNAL DETECTORS. AT EACH INTERSECTION, TO BE MEASURED AND PAID PER INTERSECTION. ITEM INCLUDES ALL MATERIALS REQUIRED TO IMPLEMENT EMERGENCY OPPERATIONS CONTROL PER CITY OF FRANKLIN STANDARDS. COORDINATE WITH SIGNAL LAYOUT SHEET FOR DETECTOR POSITIONS AND PHASE SELECTOR ASSIGNMENTS. DETECTOR CABLE MEASURED AND PAID FOR UNDER SEPARATE ITEM 730-08.10. APPROXIMATE REQUIRED MATERIALS INCLUDE, BUT ARE NOT LIMITED TO, ONE (1) EACH OF PHASE SELECTOR, RACK AND POWER SUPPLY, AND TWO (2) EACH OF EXTERNAL DETECTORS.

(6) ITEM INCLUDES MOUNTING OF SIGN OVERHEAD ON MAST ARM. OVERHEAD SIGNS TO BE MOUNTED USING CABLE CLAMPS. SCREWING SIGNS TO MAST ARMS WILL NOT BE ACCEPTABLE.

(7) ITEM TO INCLUDE VIBRATION DAMPENING DEVICE PER TDOT STD DWG. T-SG-9.

(8) ITEM INCLUDES FURNISHING AND INSTALLING PEDESTRIAN PUSHBUTTONS AND SIGNS.

(9) ITEM INCLUDES THE REMOVAL OF SIGNAL EQUIPMENT AT THE INTERSECTIONS OF HILLSBORO ROAD AND JOEL CHEEK, HILLSBORO ROAD AND CLAUDE YATES, AND SCHOOL FLASHERS AS INDICATED ON PLANS.

(10) OVERHEAD STREET NAME SIGNS TO BE INTERNALLY ILLUMINATED STREET NAME BLACES WITH 3M DIAMOND GRADE REFELECTIVE SHEETING.

(11) TO BE OPTICOM DETECTOR CABLE MODEL 138.

(12) SIEMENS; EAGLE ELS1014 SIZE "P-UPS" BASE MOUNTED CABINET WITH INTERGRATED UPS COMPARTMENT; EAGLE LOAD BAYS NEMA TS-1, TF4008/TF4016 SERIES, SHALL BE PER GENERAL NOTE 5B, SHEET 18F. A TYPICAL P CABINET WITH THE UPS HOUSING. UPS WILL BE INCLUDED.

(13) CABINET TO BE PAINTED FRANKLIN GREEN..

(14) INCLUDES POLE, BASE, FOOTINGS, WIRING, INSTALLATION, AND ALL COMPONENTS NECESSARY FOR A FULLY OPERATIONAL SCHOOL ZONE FLASHING WARNING BEACON.

(15) THE CONTRACTOR IS TO INSTALL "FIELD HUB SWITCH" AS SUPPLIED BY THE CITY OF FRANKLIN..

(16) INCLUDES CCTV POLE, FOUNDATION, LOWERING DEVICE AND 4'X4' CONCRETE PAD LOCATED BELOW THE FRONT OF THE POLE MOUNTED CABINET. COORDINATE POLE COLOR WITH CITY PRIOR TO ORDERING.

(17) VICON DOME CAMERA MODEL # SVFT-PR36; WALL MOUNT PRESSURIZED HOUSING MODEL SVFT-PR-WM.

## Bid Form

(18) TREEHAVEN; IP FIELD BOX RACK MOUNT WITH REMOTE DIAGNOSTIC, RVSFB120IPR. DROP CABLE AND UNINTERRUPTIBLE POWER SUPPLY (UPS) SHALL BE INCLUDED WITH EACH CABINET. COORDINATE COLOR OF CABINET WITH CITY PRIOR TO ORDERING.

(19) THE CONTRACTOR WILL BE RESPONSIBLE FOR CONTACTING THE LOCAL UTILITY TO OBTAIN THE ESTIMATE FOR ANY CHARGES BY THE UTILITY FOR PROVIDING ELECTRICAL SERVICE TO THE CCTV CONTROLLER. THESE CHARGES SHALL BE INCLUDED IN THE PRICE FOR ITEM NO. 730-05.01 FOR PAYMENT BY THE CONTRACTOR. ITEM INCLUDES MILBANK ELECTRICAL SERVICE PEDESTAL MODEL NO. CP3B51110A22SL1, AS INDICATED ON THE PLANS. COORDINATE COLOR OF MILBANK WITH CITY PRIOR TO ORDERING.

(20) INCLUDES MODIFICATIONS AND ADDITIONS TO HILLSBORO RD. AND MACK HATCHER PKWY. CONTROLLER AS NEEDED.

(21) CITY OF FRANKLIN COMPATABLE FIBER CONNECTION PATCH CABLE AND DISTRIBUTION PANEL SHALL BE INSTALLED IN THE CABINET. EACH TO INCLUDE 50' OF SLACK.

(22) ITEM TO BE AN ETHERNET / FIBER CONVERTER 4 PORT 10 / 100. BASE-TX PLUS APPROVED BY THE CITY OF FRANKLIN. ALSO TO INCLUDE A 12V 40VA TRANSFORMER APPROVED BY THE CITY OF FRANKLIN, WITH EACH CONVERTER. TO BE INSTALLED IN THE TRAFFIC SIGNAL CABINET AT HILLSBORO ROAD AND JOEL CHEEK BOULEVARD, HILLSBORO ROAD AND CLAUDE YATES DRIVE, AND HILLSBORO ROAD AND MACK HATCHER PARKWAY.

(23) ITEM IS FOR TEMPORARY POLES TO BE INSTALLED DURING PHASE 2 OF ROADWAY TRAFFIC CONTROL. ITEM ALSO INCLUDES NECESSARY SPAN WIRE FOR TEMPORARY TRAFFIC SIGNAL CONDITION.

(24) ITEM TO BE AN ETHERNET / FIBER CONVERTER 4 PORT 10 / 100 BASE-TX PLUS APPROVED BY THE CITY OF FRANKLIN. ALSO TO INCLUDE A 12V TRANSFORMER, APPROVED BY THE CITY OF FRANKLIN WITH EACH CONVERTER. TO BE INSTALLED IN CCTV CABINET.

(25) FLASHER CONTROLLER TO BE NTCIP COMPLIANT IN ORDER TO PROVIDE THE COMPATABILITY OF BEING CONTROLLED AT THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER.

(26) ITEM TO BE AN ETHERNET / FIBER CONVERTER 4 PORT 10 / 100 BASE-TX PLUS APPROVED BY THE CITY OF FRANKLIN. ALSO TO INCLUDE A 12V 40VA TRANSFORMER, APPROVED BY THE CITY OF FRANKLIN WITH EACH CONVERTER. TO BE INSTALLED IN SCHOOL FLASHER CCTV CABINETS.

(27) SIEMENS EAGLE M50 SERIES TRAFFIC CONTROLLER - EPAC3108M52/EPAC3608M52.

**ESTIMATED STREETSCAPE AND ELECTRICAL QUANTITIES**

| FOOT NOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|---|---|---|
| (1) | 202-01.57 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS (MISCELLANEOUS SITE ITEMS REMOVAL) | LS | 1 | 0 | 1 | 25,000.00 | 25,000.00 |
| (1) | 716-10.30 | DETECTABLE WARNING MAT (ADA COMPLIANT DETECTABLE WARNING MAT ON 8" THICK CONCRETE BASE) | SF | 140 | 0 | 140 | 65.00 | 9,100.00 |
| (1) | 701-01.02 | Concrete Sidewalk (6") | SF | 10,157 | 12,868 | 23,025 | 6.00 | 138,150.00 |
| (1) | 701-01.10 | Concrete Sidewalk (8") | SF | 2,378 | 4,390 | 6,768 | 7.50 | 50,760.00 |

# Bid Form

| ESTIMATED STREETSCAPE AND ELECTRICAL QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOT NOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT PRICE | TOTAL PRICE |
| (1) | 713-16.22 | SIGNS (STREETSCAPE ADD-ONS TO ITEMS 713-11.02 through 713-13.03) | LS | 1 | 0 | 1 | 4,000.00 | 4,000.00 |
| (1) | 713-16.21 | SIGNS (GATEWAY SIGNS) | LS | 1 | 0 | 1 | 160,000.00 | 160,000.00 |
| (1) | 713-16.51 | REMOVE AND REPLACE SIGN (RELOCATION OF SIGNS AT REBEL MEADOWS: APPROX. STATIONS 256+44 AND 256+72) | LS | 1 | 0 | 1 | 18,000.00 | 18,000.00 |
| (1) | 713-16.52 | REMOVE AND REPLACE SIGN (RELOCATION OF SIGN AT CHESTNUT BEND: APPROX. STA. 246+90) | LS | 1 | 0 | 1 | 18,000.00 | 18,000.00 |
| (1) | 713-16.53 | NEW SIGN (AT ORLEANS ESTATES: APPROX. STATION 246+95) | LS | 1 | 0 | 1 | 29,000.00 | 29,000.00 |
| (1), (3) | 721-01.04 | IRRIGATION SYSTEM | LS | 1 | 0 | 1 | 9,000.00 | 9,000.00 |
| (1) | 795-09.01 | 3/4" WATER SERVICE METER ASSEMBLY (ALLOWANCE, INCLUDING $3,490 FOR CITY IRRIGATION WATER METER FEES) | EA | 1 | 0 | 1 | $10,000.00 | $10,000.00 |
| (1) | 203-04.01 | PLACING AND SPREADING SOIL FOR LANDSCAPING (PLANTING SOIL) | CY | 146 | 0 | 146 | 60.00 | 8,760.00 |
| (1) | 802-01.10 | TREE (ACER RUBRUM ' RED SUNSET') | EA | 21 | 0 | 21 | 370.00 | ~~7,700.00~~ 7,770.00 |
| (1) | 802-01.11 | TREE (ACER SACCHARUM 'LEGACY') | EA | 36 | 0 | 36 | 370.00 | 13,320.00 |
| (1) | 802-01.12 | TREE (NYSSA SYLVATICA) | EA | 15 | 0 | 15 | 720.00 | 10,800.00 |
| (1) | 802-01.13 | TREE (QUERCUS PHELLOS) | EA | 49 | 0 | 49 | 390.00 | 19,110.00 |
| (1) | 802-01.14 | TREE (ULMUS PARVIFOLIA 'ALLEE') | EA | 11 | 0 | 11 | 370.00 | 4,070.00 |
| (1) | 802-01.15 | TREE (ZELKOVA SERRATA 'VILLAGE GREEN') | EA | 18 | 0 | 18 | 400.00 | 7,200.00 |
| (1) | 802-01.16 | TREE (PINUS STROBUS) | EA | 18 | 0 | 18 | 230.00 | 4,140.00 |
| (1) | 802-03.14 | SHRUB (ITEA VIRGINICA 'LITTLE HENRY') | EA | 273 | 0 | 273 | 38.00 | 10,374.00 |
| (1) | 802-03.15 | SRUB (ROSA 'KNOCKOUT') | EA | 31 | 0 | 31 | 37.00 | 1,147.00 |
| (1) | 802-04.92 | GROUND COVER (HEMEROCALLIS 'FRANKLY SCARLET') | EA | 51 | 0 | 51 | 10.00 | 510.00 |
| (1) | 802-04.93 | GROUND COVER (HEMEROCALLIS 'LEEBA ORANGE CRUSH') | EA | 626 | 0 | 626 | 13.00 | 8,138.00 |
| (1) | 802-04.94 | GROUND COVER (HEMEROCALLIS 'STAR STRUCK') | EA | 585 | 0 | 585 | 10.00 | 5,850.00 |
| (1) | 802-04.95 | GROUND COVER (LIRIOPE MUSCARI 'BIG BLUE') | EA | 599 | 0 | 599 | 7.00 | 4,193.00 |
| (1) | 802-07.01 | FLOWER (NARCISSUS 'CARLTON') | EA | 1,005 | 0 | 1,005 | 1.00 | 1,005.00 |

# Bid Form

| ESTIMATED STREETSCAPE AND ELECTRICAL QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOT NOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT PRICE | TOTAL PRICE |
| (1) | 802-07.02 | FLOWER (NARCISSUS 'STAINLESS') | EA | 800 | 0 | 800 | 1.00 | 800.00 |
| (2) | 714-03.01 | DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 40) | LF | 5,208 | 3,221 | 8,429 | 3.80 | 32,030.20 |
| (2) | 714-03.02 | DIRECT BURIAL CONDUIT (3" PVC, SCHEDULE 40) | LF | 5,619 | 3,017 | 8,636 | 4.60 | 39,725.60 |
| (2) | 714-03.04 | DIRECT BURIAL CONDUIT (3/4" PVC, SCHEDULE 40) | LF | 233 | 20 | 253 | 3.20 | 809.60 |
| (2) | 714-03.15 | TRENCH AND BACKFILL IN STREET | LF | 431 | 140 | 571 | 45.00 | 25,695.00 |
| (2) | 714-03.16 | TRENCH AND BACKFILL IN SIDEWALK | LF | 5,025 | 2,944 | 7,969 | 7.00 | 55,783.00 |
| (2) | 714-03.17 | TRENCH AND BACKFILL IN ASPHALT AND LAWN AREAS WITH REPAIR | LF | 268 | 58 | 326 | 45.00 | 14,670.00 |
| (2) | 714-04.05 | INNERDUCT, 1" CORRUGATED HDPE WITH PULL STRING | LF | 11,776 | 6,004 | 17,780 | 1.10 | 19,558.00 |
| (2) | 714-05.09 | PULLBOX, 24"L X 13"W X 18" D, ELECTRIC LOGO | EA | 1 | 1 | 2 | 470.00 | 940.00 |
| (2) | 714-05.10 | JUNCTION BOX, 6" X 6" X 6" DEEP | EA | 3 | 1 | 4 | 700.00 | 2,800.00 |
| (2) | 714-05.12 | FIBER OPTIC PULLBOX TYPE A, 36"L X 26"W X 32" D, COFF/TOC LOGO | EA | 5 | 3 | 8 | 1,480.00 | 11,840.00 |
| (2) | 714-05.13 | FIBER OPTIC PULLBOX TYPE B, 49"L X 32"W X 36" D, COFF/TOC LOGO | EA | 3 | 0 | 3 | 1,630.00 | 4,890.00 |
| (2) | 714-05.14 | TRAFFIC SIGNAL MANHOLE, 4'-0" SQUARE X 4'-0" DEEP | EA | 1 | 0 | 1 | 7,880.00 | 7,880.00 |
| (2) | 714-06.02 | CABLE (1/C # 12 AWG) | LF | 36 | 60 | 96 | 0.95 | 91.20 |
| (2) | 714-06.03 | CABLE (1/C # 10 AWG) | LF | 3,725 | 114 | 3,839 | 1.00 | 3,839.00 |
| (2) | 714-06.04 | CABLE (1/C # 8 AWG) | LF | 14,227 | 9,246 | 23,473 | 1.20 | 28,167.60 |
| (2) | 714-06.06 | CABLE (1/C #4 AWG) | LF | 11,540 | 6,838 | 18,378 | 1.70 | 31,242.60 |
| (2) | 714-06.08 | CABLE (1/C #3/0 AWG) | LF | 413 | 45 | 458 | 4.50 | 2,061.00 |
| (2) | 714-06.09 | TRACER WIRE, #14 AWG SOLID | LF | 5,483 | 3,002 | 8,485 | 0.75 | 6,363.75 |
| (2), (4) | 714-08.09 | LIGHT POLE MATERIAL ONLY, FIXTURE TYPE A | EA | 36 | 19 | 55 | 8,740.00 | 480,700.00 |
| (2), (5) | 714-08.10 | LIGHT POLE MATERIAL ONLY, FIXTURE TYPE B | EA | 2 | 1 | 3 | 8,780.00 | 26,340.00 |
| (2) | 714-08.14 | 175 WATT PULSE START METAL HALIDE SPARE LAMP | EA | 10 | 0 | 10 | 34.50 | 345.00 |
| (2) | 714-08.15 | 175 WATT PULSE START METAL HALIDE SPARE BALLAST | EA | 10 | 0 | 10 | 160.00 | 1,600.00 |
| (2) | 714-08.20 | LIGHT POLE FOUNDATION, FIXTURE | EA | 38 | 20 | 58 | 1700.00 | 98,600.00 |

# Bid Form

| ESTIMATED STREETSCAPE AND ELECTRICAL QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOT NOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT PRICE | TOTAL PRICE |
| | | TYPES A AND B, (INCLUDES 12"X12"X18" PULL BOX) | | | | | | |
| (2) | 714-08.21 | LIGHT POLE INSTALLATION, FIXTURE TYPES A AND B | EA | 38 | 20 | 58 | 800.00 | 46,400.00 |
| (2) | 714-09.09 | GRADE LEVEL SIGN LIGHTING FIXTURE | EA | 2 | 2 | 4 | 1,210.00 | 4,840.00 |
| (2), (6) | 714-09.10 | GRADE LEVEL ENTRANCE WALL LIGHTING FIXTURE | EA | 8 | 0 | 8 | 1,210.00 | 9,680.00 |
| (2) | 714-12.09 | LIGHTING CONTROL PANEL, 200 AMP | EA | 2 | 1 | 3 | 13,610.00 | 40,830.00 |
| (2) | 714-25.22 | CONDUIT RISER POLE STUB-UP, COFF/TOC | EA | 1 | 0 | 1 | 190.00 | ~~#~~ ~~40~~ 190.00 |
| (2) | 714-25.30 | ELECTRICAL SIGN SERVICE DEMOLITION | EA | 0 | 1 | 1 | 350.00 | 350.00 |
| (2) | 790-42.08 | DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 40) | LF | 0 | 25,088 | 25,088 | 2.60 | 65,228.80 |
| (2) | 790-42.09 | DIRECT BURIAL CONDUIT (3" PVC, SCHEDULE 40) | LF | 0 | 21,717 | 21,717 | 3.40 | 73,837.80 |
| (2) | 790-42.10 | DIRECT BURIAL CONDUIT (4" PVC, SCHEDULE 40) | LF | 0 | 17,210 | 17,210 | 4.10 | 70,561.00 |
| (2) | 790-42.13 | ENCASED CONDUIT 2-4" PVC SCHEDULE 40 | LF | 0 | 1,906 | 1,906 | 33.00 | 62,898.00 |
| (2) | 790-42.14 | ENCASED CONDUIT 3-4" PVC SCHEDULE 40 | LF | 0 | 137 | 137 | 35.50 | 4,863.50 |
| (2) | 790-42.15 | ENCASED CONDUIT 4-4" PVC SCHEDULE 40 | LF | 0 | 230 | 230 | 38.00 | 8,740.00 |
| (2) | 790-42.16 | ENCASED CONDUIT 5-4" PVC SCHEDULE 40 | LF | 0 | 92 | 92 | 41.00 | 3,772.00 |
| (2) | 790-42.18 | ENCASED CONDUIT 2-6" PVC SCHEDULE 40 | LF | 0 | 491 | 491 | 41.00 | 20,131.00 |
| (2) | 790-42.19 | ENCASED CONDUIT 4-6" PVC SCHEDULE 40 | LF | 0 | 3,976 | 3,976 | 57.00 | 226,632.00 |
| (2) | 790-42.21 | MTEMC RISER POLE CONDUIT 1-2" (MTEMC DWG RP-1) | LF | 0 | 60 | 60 | 17.00 | 1,020.00 |
| (2) | 790-42.22 | MTEMC RISER POLE CONDUIT 1-3" (MTEMC DWG RP-1) | LF | 0 | 67 | 67 | 23.00 | 1,541.00 |
| (2) | 790-42.23 | MTEMC RISER POLE CONDUIT 1-4" (MTEMC DWG RP-1) | LF | 0 | 173 | 173 | 26.00 | 4,498.00 |
| (2) | 790-42.24 | MTEMC ENCASED PRIMARY RISER POLE CONDUIT 2-6" (MTEMC DWG RP-3) | LF | 0 | 221 | 221 | 82.00 | 18,122.00 |

# Bid Form

| ESTIMATED STREETSCAPE AND ELECTRICAL QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOT NOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT PRICE | TOTAL PRICE |
| (2) | 790-42.27 | RISER POLE CONDUIT STUB-UP - 2" CONDUIT | EA | 0 | 8 | 8 | 210.00 | 1,680.00 |
| (2) | 790-42.28 | RISER POLE CONDUIT STUB-UP - 3" CONDUIT | EA | 0 | 1 | 1 | 220.00 | 220.00 |
| (2) | 790-42.29 | RISER POLE CONDUIT STUB-UP - 4" CONDUIT | EA | 0 | 4 | 4 | 270.00 | 1,080.00 |
| (2) | 790-42.30 | CATV PEDESTAL MAKE READY | EA | 0 | 40 | 40 | 370.00 | 14,800.00 |
| (2) | 790-42.31 | TELEPHONE PEDESTAL MAKE READY | EA | 0 | 46 | 46 | 370.00 | 17,020.00 |
| (2) | 790-42.41 | TRENCH TYPE A | LF | 0 | 3,973 | 3,973 | 61.00 | 242,353.00 |
| (2) | 790-42.42 | TRENCH TYPE B | LF | 0 | 833 | 833 | 57.00 | 47,481.00 |
| (2) | 790-42.43 | TRENCH TYPE C | LF | 0 | 985 | 985 | 41.00 | 40,385.00 |
| (2) | 790-42.44 | TRENCH TYPE D | LF | 0 | 8,789 | 8,789 | 46.50 | 408,688.50 |
| (2) | 790-42.45 | TRENCH TYPE S | LF | 0 | 4,380 | 4,380 | 12.50 | 54,750.00 |
| (2) | 790-43.46 | PULL BOX, 36"L X 24"W X 18" D, MTEMC-ELECTRIC LOGO | EA | 0 | 19 | 19 | 1,460.00 | 27,740.00 |
| (2) | 790-43.47 | PULL BOX, 48"L X 30"W X 36" D, MTEMC-ELECTRIC LOGO | EA | 0 | 5 | 5 | 1,750.00 | 8,750.00 |
| (2) | 790-43.50 | PULL BOX, 48"L X 30"W X 18" D, CATV - COMCAST LOGO | EA | 0 | 15 | 15 | 1,750.00 | 26,250.00 |
| (2) | 790-43.51 | PULL BOX, 60"L X 36"W X 18" D, TELEPHONE - AT&T LOGO | EA | 0 | 4 | 4 | 1,750.00 | 7,000.00 |
| (2) | 790-43.52 | PRECAST CONCRETE MANHOLE, 12'-0" L X 6'-0"W X 7'-1" H | EA | 0 | 12 | 12 | 15,870.00 | 190,440.00 |
| (2) | 790-50.03 | BOX PAD FOUNDATION "BP-1" FOR MTEMC SINGLE-PHASE TRANSFORMER | EA | 0 | 27 | 27 | 1,260.00 | 34,020.00 |
| (2) | 790-51.06 | PRECAST CONCRETE "PAD NO. 1" FOR MTEMC THREE-PHASE TRANSFORMER | EA | 0 | 1 | 1 | 2,220.00 | 2,220.00 |
| (2) | 790-51.07 | PRECAST CONCRETE BOX PAD FOR MTEMC THREE PHASE "SECTOR" SWITCH | EA | 0 | 10 | 10 | 2,520.00 | 25,200.00 |
| (2) | 790-51.08 | PRECAST CONCRETE "PAD NO. 10" FOR MTEMC "VISTA" SWITCH | EA | 0 | 3 | 3 | 2,640.00 | 7,920.00 |
| (2) | 730-05.04 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 1) | EA | 0 | 5 | 5 | 2,390.00 | 11,950.00 |
| (2) | 730-05.05 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 2) | EA | 0 | 4 | 4 | 2,390.00 | 9,560.00 |
| (2) | 730-05.06 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 3) | EA | 0 | 4 | 4 | 2,390.00 | 9,560.00 |

# Bid Form

| ESTIMATED STREETSCAPE AND ELECTRICAL QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOT NOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT PRICE | TOTAL PRICE |
| (2) | 730-05.07 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 4) | EA | 0 | 1 | 1 | 2,540.00 | 2,540.00 |
| (2) | 730-05.08 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 5) | EA | 0 | 6 | 6 | 2,380.00 | 14,280.00 |
| (2) | 730-05.09 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 6) | EA | 0 | 2 | 2 | 2,390.00 | 4,780.00 |
| (2) | 730-05.10 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 7) | EA | 0 | 1 | 1 | 3,080.00 | 3,080.00 |
| (2) | 730-05.11 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 8) | EA | 0 | 3 | 3 | 3,340.00 | 10,020.00 |
| (2) | 730-05.12 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 9) | EA | 0 | 1 | 1 | 2,830.00 | 2,830.00 |
| (2) | 730-05.13 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 10) | EA | 0 | 1 | 1 | 2,390.00 | 2,390.00 |
| (2) | 730-05.14 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 11) | EA | 0 | 1 | 1 | 7,500.00 | 7,500.00 |
| (2) | 730-05.15 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 12) | EA | 0 | 1 | 1 | 3,510.00 | 3,510.00 |
| (2) | 730-05.16 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 13) | EA | 0 | 1 | 1 | 3,100.00 | 3,100.00 |
| (2) | 730-05.17 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 14) | EA | 0 | 1 | 1 | 2,360.00 | 2,360.00 |
| (2) | 730-05.18 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 15) | EA | 0 | 1 | 1 | 1,950.00 | 1,950.00 |
| (2) | 730-05.19 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 16) | EA | 0 | 1 | 1 | 2,470.00 | 2,470.00 |
| (2) | 730-05.20 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 17) | EA | 0 | 1 | 1 | 2,400.00 | 2,400.00 |
| (2) | 730-05.21 | MODIFY EX. ELEC. CONNECTION | EA | 0 | 1 | 1 | 3,620.00 | 3,620.00 |

| ESTIMATED STREETSCAPE AND ELECTRICAL QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOT NOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT PRICE | TOTAL PRICE |
| | | (ELECTRICAL SERVICE REVISION TYPE 18) | | | | | | |
| (2) | 730-05.22 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 19) | EA | 0 | 1 | 1 | 3,860.00 | 3,860.00 |
| (2) | 730-05.23 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 20) | EA | 0 | 1 | 1 | 4,160.00 | 4,160.00 |
| (2) | 730-05.24 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 21) | EA | 0 | 1 | 1 | 2,680.00 | 2,680.00 |
| (2) | 730-05.25 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 22) | EA | 0 | 1 | 1 | 7,730.00 | 7,730.00 |
| | | **SUB-TOTAL STREETSCAPE AND ELECTRICAL QUANTITIES** | | | | | | 3,412,631.15 |

**STREETSCAPE AND ELECTRICAL FOOTNOTES**

**FOOTNOTE (1)**

**MEASUREMENT AND PAYMENT FOR ENHANCEMENT ITEMS**
**(ITEMS 202-01.57, 716-10.30, 701-01.02, 701-01.10, 713-16.21, 713-16.22, 713-16.51, 713-16.52, 713-16.53, 721-01.04, 795-09.01, 203-04.01, 802-01.10 thru 802-07.02)**

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification sections, apply to work of this section.

B. TDOT Standard Specifications for Road and Bridge Construction, Section 109 – Measurement and Payment shall apply to work of this section.
1. Where discrepancies may occur between this section and TDOT Standard Specifications for Road and Bridge Construction, this section shall govern.

1.02 SCOPE

A. This section includes measurement and payment criteria applicable to the Work performed under a unit price payment method.

B. Defect assessment and non-payment for rejected work.

1.03 AUTHORITY

A. The Engineer will take all measurements and compute quantities accordingly.

B. The Contractor shall assist by providing necessary equipment, workers and survey personnel as required.

1.04 UNIT QUANTITIES SPECIFIED

A. Quantities and measurements indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer shall determine payment.

B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit prices contracted.

C. Items, in their entire quantity, may be deleted from the contract with no claims for additional compensation from the Contractor.

1.05 MEASUREMENT OF QUANTITIES

A. Measurement Devices:
1. Weigh Scales: Inspected, tested and certified by the applicable Weights and Measures Department within the past year.
2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
3. Metering Devices: Inspected, tested and certified by the applicable department within the past year.

B. Measurement by Volume: Measured by cubic dimension using in-place mean length, width and height or thickness.

C. Measurement by Area: Measured by square dimension using mean length and width or radius.

D. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord. Curb shall be measured per linear foot of curb face.

E. Stipulated Contract Price Measurement: Items measured by weight, volume, area or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.06 PAYMENT

A. Payment includes full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.07 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct one of the following remedies:
1. The defective Work may remain, but the unit price will be adjusted to a new price at the discretion of the Engineer.
2. The defective Work will be partially repaired to the instructions of the Engineer, and the unit price will be adjusted to a new price at the discretion of the Engineer.

C. The individual specification sections may modify these options or may identify a specific formula or percentage price reduction.

D. The authority of the Engineer to assess the defect and identify payment adjustment is final.

1.08 NON-PAYMENT FOR REJECTED PRODUCTS

A. Payment will not be made for any of the following:
1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from the transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling and disposing of rejected products.

PART 2 PRODUCTS/MATERIALS

Not used.

PART 3 EXECUTION

Not used.

PART 4 PAY ITEMS

4.01 NON-STANDARD ITEMS

DEMOLITION AND REMOVAL

A. Item 202-01.57 REMOVAL OF STRUCTURES AND OBSTRUCTIONS (MISCELLANEOUS SITE ITEMS REMOVAL): Payment on a lump sum (LS) basis, complete, shall be made at the contract price for all miscellaneous site items removed not covered under other demolition and removal pay items, including steps; wheel stops, miscellaneous pavements; miscellaneous signage (including electrical service); trees up to 3" caliper; any miscellaneous shrubs and other plantings as required to install new plantings and other improvements; lawn and stumps not removed by others; planters not designated to remain (including conc. edging, railroad tie/wood edging, mulch and soil as required); foundations (including pole foundations) not removed by others; removal of pull boxes not removed by others; all backfill of voids from demolition operations, unless otherwise noted, shall be with TDOT Class A Aggregate, Grading D. Miscellaneous Site Items Removal shall be in accordance with the Contract Documents and TDOT Section 202.

PAVERS

B. Item 716-10.30 DETECTABLE WARNING MAT (ADA COMPLIANT DETECTABLE WARNING PANELS ON 8" THICK CONCRETE BASE): Payment for accepted quantities, complete in place, shall be made at the contract price per square foot (SF) of ADA compliant detectable warning panels placed on a 8" thick concrete base, in accordance with the Contract Documents, including concrete base, excavation, embankment, sub-grade compaction, aggregate subbase, ramps, and adjusting existing manholes, valves, curb boxes, etc. to proposed grade.

PORTLAND CEMENT CONCRETE PAVING.

C. Item 701-01.02 CONCRETE SIDEWALK (6"): Payment for accepted quantities, complete in place, shall be made at the contract price per square foot (SF) of 6" thick concrete sidewalk in accordance with the Contract Documents and TDOT Section 701, including excavation, embankment, sub-grade compaction, aggregate subbase, joints, concrete cure, sign sleeves, ramps, pinning and resetting existing steps (if required), and adjusting existing manholes, valves, curb stops, etc. to proposed grade. Transition from 6" to 8" thickness shall be paid for as 8" thick concrete.

D. Item 701-01.10 CONCRETE SIDEWALK (8"): Payment for accepted quantities, complete in place, shall be made at the contract price per square foot (SF) of 8" thick concrete sidewalk in accordance with the Contract Documents and TDOT Section 701, including excavation, embankment, sub-grade compaction, aggregate subbase, joints, concrete cure, sign sleeves, handicap ramps, driveway aprons, pinning and resetting existing steps (if required), and adjusting existing manholes, valves, curb stops, etc. to proposed grade.

MISCELLANEOUS SITE IMPROVEMENTS

E. Item 713-16.22 SIGNS (STREETSCAPE ADD-ONS TO ITEMS 713-11.02 through 713-13.03): Payment on a lump sum (LS) basis, complete in place, shall be made at the contract price for painting all traffic sign posts and backs of all sign panels to match Franklin Green, decorative frames around designated sign panels (in accordance with detail 1/D-4), and bronze City logo on designated posts (in accordance with detail 1/D-4). Furnishing and installing sign posts and sign panels is not included in this item.

F. Item 713-16.21 SIGNS (GATEWAY SIGNS): Payment on a lump sum (LS) basis, complete in place, shall be made at the contract price for the Gateway Sign features located at the intersection of Hillsboro Rd. and Mack Hatcher Parkway. Two Gateway Sign features are included as part of this pay item; one located on the east side of Hillsboro Rd. and one located on the west side of Hillsboro Rd., in accordance with the Contract Documents, including sign walls, wing walls, columns, excavation, embankment, sub-grade compaction, footings, wall cavity, reinforcement, stone veneer, stone caps, stone finials, mortar, cast letters and numbers, and cast bronze city seals.

G. Item 713-16.51 REMOVE AND REPLACE SIGN (RELOCATION OF SIGNS AT REBEL MEADOWS: APPROX. STATIONS 256+44 AND 256+72): Payment on a lump sum (LS) basis, complete in place, shall be made at the contract for relocation of the existing brick entrance sign walls (qty. 2 signs) to the Rebel Meadows development in accordance with the Contract Documents, including excavation, embankment, and sub-grade compaction. Contractor has the option to reconstruct the sign walls instead of moving, or if they are not feasible to move. If walls are rebuilt, pay item shall include excavation, embankment, sub-grade compaction, footings, wall cavity, reinforcement, new or reused face brick and brick cap, mortar, and relocation of existing metal picket rails with sign panels. If the sign walls are rebuilt, construction in accordance with existing design and construction is included as part of this pay item. This pay item also includes protection of all materials in a secure location with construction fencing.

H. Item 713-16.52 REMOVE AND REPLACE SIGN (RELOCATION OF SIGN AT CHESTNUT BEND: APPROX. STATION 246+90) : Payment on a lump sum (LS) basis, complete in place, shall be made at the contract for relocation of the existing stone entrance sign wall to the Chestnut Bend development in accordance with the Contract Documents, including excavation, embankment, and sub-grade compaction. Contractor has the option to reconstruct the sign wall instead of moving, or if it is not feasible to move. If sign wall is rebuilt, pay item shall include excavation, embankment, sub-grade compaction, footings, wall cavity, reinforcement, new or reused stone veneer and cap, mortar, and relocation of inset existing stone sign panels. If the signs are rebuilt, construction in accordance with existing design and construction is included as part of this pay item. This pay item also includes protection of all materials in a secure location with construction fencing.

I. Item 713-16.53 NEW SIGN (AT ORLEANS ESTATES: APPROX. STATION 246+95): Payment on a lump sum (LS) basis, complete in place, shall be made at the contract price for demolition and removal of the existing masonry sign and guard house at this location, and construction of a new entrance sign wall to the Orleans Estates development in accordance with the Contract Documents, including sign wall, columns, excavation, embankment, sub-grade compaction, footings, wall cavity, reinforcement, stone veneer, stone caps, mortar, and engraved letters/graphics.

IRRIGATION

J. Item 721-01.04 IRRIGATION SYSTEM: Payment on a lump sum (LS) basis, complete in place, shall be made at the contract price for installation of the irrigation system in accordance with the Contract Documents and the City of Franklin, Tennessee Franklin Water & Wastewater Department Standard Water & Wastewater Guidelines Specifications & Details, August 2001. This item includes furnishing and installation of the 2" water service line, water meter setting, water meter box, backflow preventer with enclosure and connection to the existing 18" water main.

K. Item 795-09.01 3/4" WATER SERVICE METER ASSEMBLY (ALLOWANCE, INCLUDING $3,490 FOR CITY IRRIGATION WATER METER FEES): Payment shall be made at the City of Franklin's invoice price for each (EA) irrigation meter furnished by the City of Franklin, including $3,490 for City Irrigation Water Meter Fees. Payment for furnishing, installation, water meter setting, and compensation for all direct and indirect costs, including overhead and profit, shall be made under Item 721-01.04 Irrigation System.

LANDSCAPE WORK

L. Item 203-04.01 PLACING AND SPREADING SOIL FOR LANDSCAPING (PLANTING SOIL): Payment for accepted quantities, complete in place, shall be made at the contract price per cubic yard (CY) of planting soil provided, in accordance with the Contract Documents, including excavation as required to ensure a minimum depth of 18" of planting soil. This item shall be used for planting areas that are created in areas where pavement is removed.

M. Item 802-01.10 through 802-07.02 (TREES, SHRUBS, GROUND COVERS, FLOWERS): Payment for accepted quantities, complete in place, shall be made at the contract price for each (EA) plant provided, in accordance with the Contract Documents. The following items are incidental to the cost of each plant: excavation and topsoil fill if required to meet proposed elevations for beds in existing soil; preparation of planting beds in existing soil (including compost/organic matter); herbicides; fertilizer; soil amendments; mulch; anti-desiccant; watering; stakes, guy wire, hose, flags, tree root barriers; one-year maintenance; one-year guarantee and replacement; all other requirements per plans and specifications.

PAINTING

*Work under this section is incidental to work covered under other sections of these specifications and shall be paid as work incidental to those items.*

**END OF SECTION**

**FOOTNOTE (2)**

**MEASUREMENT AND PAYMENT**
**SECITON 714**
**(STREET LIGHTING)**

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification sections, apply to work of this section.

B. TDOT Standard Specifications for Road and Bridge Construction, Section 109 – Measurement and Payment shall apply to work of this section.

1. Where discrepancies may occur between this section (01025) and TDOT Standard Specifications for Road and Bridge Construction, this section (01025) shall govern.

1.02 SCOPE

A. This section includes measurement and payment criteria applicable to the Work performed under a unit price payment method.

B. Defect assessment and non-payment for rejected work.

1.03 AUTHORITY

A. The Engineer will take all measurements and compute quantities accordingly.

B. The Contractor shall assist by providing necessary equipment, workers and survey personnel as required.

1.04 UNIT QUANTITIES SPECIFIED

A. Quantities and measurements indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer shall determine payment.

B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit prices contracted.

C. Items, in their entire quantity, may be deleted from the contract with no claims for additional compensation from the Contractor.

1.05 MEASUREMENT OF QUANTITIES

A. Measurement Devices:

1. Weigh Scales: Inspected, tested and certified by the applicable Weights and Measures Department within the past year.
2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
3. Metering Devices: Inspected, tested and certified by the applicable department within the past year.

B. Measurement by Volume: Measured by cubic dimension using in-place mean length, width and height or thickness.

C. Measurement by Area: Measured by square dimension using mean length and width or radius.

D. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord. Curb shall be measured per linear foot of curb face.

E. Stipulated Contract Price Measurement: Items measured by weight, volume, area or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.06 PAYMENT

A. Payment includes full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.07 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct one of the following remedies:

1. The defective Work may remain, but the unit price will be adjusted to a new price at the discretion of the Engineer.
2. The defective Work will be partially repaired to the instructions of the Engineer, and the unit price will be adjusted to a new price at the discretion of the Engineer.

C. The individual specification sections may modify these options or may identify a specific formula or percentage price reduction.

D. The authority of the Engineer to assess the defect and identify payment adjustment is final.

1.08 NON-PAYMENT FOR REJECTED PRODUCTS

A. Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from the transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling and disposing of rejected products.

PART 2 PRODUCTS/MATERIALS

Not used.

PART 3 EXECUTION

Not used.

PART 4 PAY ITEMS

4.01 NON-STANDARD ITEMS

STREETLIGHTING (SECTION 714)

A. Item 714-03.01, Direct Burial Conduit (2" PVC, Schedule 40): This item is for furnishing and installing direct burial conduit. Note: Trench and backfill are covered in separate pay items listed below. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of 2" PVC Schedule 40 conduit furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications including conduit, bends, stub-ups from below grade, couplings, and pull rope.

B. Item 714-03.02, Direct Burial Conduit (3" PVC, Schedule 40): This item is for furnishing and installing direct burial conduit. Note: Trench and backfill are covered in separate pay items listed below. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of 3" PVC Schedule 40 conduit furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications including conduit, bends, stub-ups from below grade, couplings, and pull rope.

C. Item 714-03.04, Direct Burial Conduit (3/4" PVC, Schedule 40): This item is for furnishing and installing direct burial conduit. Note: Trench and backfill are covered in separate pay items listed below. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of 3/4" PVC Schedule 40 conduit furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications including conduit, bends, stub-ups from below grade, couplings, and pull rope.

D. Item 714-03.15, Trench and Backfill in Street: This pay item shall be used for trench excavation located within areas of new pavement, or within the limits of pavement milling and resurfacing. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of trench furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications including trench excavation, sheeting (where required), backfill, disposal of excess or unsuitable material, warning tape, and temporary asphalt patch or surface repair.

E. Item 714-03.16, Trench and Backfill in Sidewalk: This pay item shall be used for trench excavation located within areas of new sidewalk. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of trench furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications including trench excavation, backfill, disposal of excess or unsuitable material, warning tape, and temporary patch or surface repair.

F. Item 714-03.17, Trench and Backfill in Asphalt and Lawn Areas with Repair: This pay item shall be used for trench and backfill in asphalt and lawn areas located outside of the limits of new pavement, or outside of the limits of pavement milling and resurfacing, drives (including parking lots) and lawn areas. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of trench furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications including trench excavation, sheeting (where required), backfill, disposal of excess or unsuitable material, warning tape, and final surface repair by the Electrical Contractor.

G. Item 714-04.05, Innerduct, 1" Corrugated HDPE with Pull String: Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of 1" corrugated HDPE with pull string furnished and installed in conduit per the Drawings, including installation kit.

H. Item 714-05.09, Pullbox, 24"L x 13"W x 18" D, Electric Logo: Payment for accepted quantities, furnished and installed complete in place shall be made at the contract price for each (EA) grade level flush pullbox furnished and installed in accordance with TDOT Section 714 and as modified by the plans and Section 16530 of these Specifications.

I. Item 714-05.10, Junction Box, 6" x 6" x 6" Deep: Payment for accepted quantities, furnished and installed complete in place shall be made at the contract price for each (EA) grade level flush junction box furnished and installed.

J. Item 714-05.12, Fiber Optic Pullbox Type A, 36"L x 26"W x 32" D, COFF/TOC Logo: Payment for accepted quantities, furnished and installed complete in place shall be made at the contract price for each (EA) grade level flush pullbox furnished and installed in accordance with TDOT Section 730.12 and as modified by the plans and Specifications.

K. Item 714-05.13, Fiber Optic Pullbox Type B, 49"L x 32"W x 36" D, COFF/TOC Logo: Payment for accepted quantities, furnished and installed complete in place shall be made at the contract price for each (EA) grade level flush pullbox furnished and installed in accordance with TDOT Section 730.12 and as modified by the plans and Specifications.

L. Item 714-06.02, Cable (1/C # 12 AWG): Payment shall be made on a linear foot (LF) basis, complete and in place for all required #12 AWG. 600V cabling furnished and installed in accordance with TDOT Section 714.07.

M. Item 714-06.03, Cable (1/C #10 AWG): Payment shall be made on a linear foot (LF) basis, complete and in place for all required #10 AWG cabling furnished and installed in accordance with TDOT Section 714.

N. Item 714-06.04, Cable (1/C #8 AWG): Payment shall be made on a linear foot (LF) basis, complete and in place for all required #8 AWG cabling furnished and installed in accordance with TDOT Section 714.

O. Item 714-06.06, Cable (1/C #4 AWG): Payment shall be made on a linear foot (LF) basis, complete and in place for all required #4 AWG cabling furnished and installed in accordance with TDOT Section 714.

P. Item 714-06.08, Cable (1/C # 3/0 AWG): Payment shall be made on a linear foot (LF) basis, complete and in place for all required # 3/0 AWG cabling furnished and installed in accordance with TDOT Section 714.

Q. Item 714-06.09S Tracer Wire, #14 AWG Solid: Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of #14 AWG solid type THWN Tracer Wire furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications.

R. Item 714-08.09, Light Pole Material Only, Fixture Type A: Payment for accepted quantities, complete, shall be made at the contract price for each (EA) light pole, including anchor bolts, cast aluminum base, tapered fluted aluminum pole with curved upsweep arm and single luminaire as detailed on the drawings. (At the Owner's option, additional spare light poles may be purchased under this pay item.)

S. Item 714-08.10, Light Pole Material Only, Fixture Type B: Payment for accepted quantities, complete, shall be made at the contract price for each (EA) light pole, including anchor bolts, cast aluminum base, tapered fluted aluminum pole with curved upsweep arm, and single luminaire with photocell as detailed on the drawings. (At the Owner's option, additional spare light poles may be purchased under this pay item.)

T. Item 714-08.14, 175 Watt Pulse Start Metal Halide Spare Lamp: Payment for accepted quantities, complete, shall be made at the contract price for each (EA) spare 175 watt, pulse-start metal halide lamp furnished to the City. (At the Owner's option, additional spare lamps may be purchased under this pay item.)

U. Item 714-08.15, 175 Watt Pulse Start Metal Halide Spare Ballast: Payment for accepted quantities, complete, shall be made at the contract price for each (EA) spare 175 watt, pulse-start metal halide ballast furnished to the City. (At the Owner's option, additional spare lamps may be purchased under this pay item.)

V. Item 714-08.20, Light Pole Foundation, Fixture Types A and B: Payment for accepted quantities, complete in place shall be made at the contract price for each (EA) concrete foundation, including grade level flush pullbox, detailed concrete base, ground rod, gravel and pole base conduit.

W. Item 714-08.21, Light Pole Installation, Fixture Types A and B: Payment for accepted quantities, complete, shall be made at the contract price for installing each (EA) single luminaire light pole, including cast aluminum base, fluted aluminum pole, single luminaire, pole conductors, termination, fusing, grounding, and miscellaneous connection materials. Furnish and install lamp under this pay item.

X. Item 714-09.09, Grade Level Sign Lighting Fixture: Payment for accepted quantities, complete, shall be made at the contract price for each (EA) grade level sign lighting fixture assembly furnished and installed.

Y. Item 714-09.10, Grade Level Entrance Wall Lighting Fixture: Payment for accepted quantities, complete, shall be made at the contract price for each (EA) grade level entrance wall lighting fixture assembly furnished and installed.

Z. Item 714-12.09, Lighting Control Panel, 200 Amp: Payment for accepted quantities shall be made at the contract price for each (EA) lighting control panel assembly furnished and installed in accordance with TDOT Section 714 and as modified by the plans and Section 16530 of these Specifications.

AA. Item 714-25.22, Conduit Riser Pole Stub-up, COFF/TOC: Payment for accepted quantities, complete, shall be made at the contract price for each (EA) COFF/TOC conduit riser pole stub-up, Schedule 40 conduit, PVC Schedule 40 sweeps, standoff bracket, and conduit caps as required per COFF/TOC requirements.

BB. Item 714-25.30, Electrical Sign Service Demolition: Payment for accepted quantities shall be made for the demolition of each (EA) existing electrical sign service including disconnection and removal of branch circuit wiring at each existing sign to make ready and safe for sign removal by others.

**END OF SECTION**

**MEASUREMENT AND PAYMENT**
**SECTION 730-05 (ELECTRICAL SERVICE REVISIONS)**
**SECTION 790 (ELECTRICAL DISTRIBUTION)**

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification sections, apply to work of this section.

B. TDOT Standard Specifications for Road and Bridge Construction, Section 109 – Measurement and Payment shall apply to work of this section.

1. Where discrepancies may occur between this section (01025) and TDOT Standard Specifications for Road and Bridge Construction, this section (01025) shall govern.

1.02 SCOPE

A. This section includes measurement and payment criteria applicable to the Work performed under a unit price payment method.

B. Defect assessment and non-payment for rejected work.

1.03 AUTHORITY

A. The Engineer will take all measurements and compute quantities accordingly.

B. The Contractor shall assist by providing necessary equipment, workers and survey personnel as required.

1.04 UNIT QUANTITIES SPECIFIED

A. Quantities and measurements indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer shall determine payment.

B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit prices contracted.

C. Items, in their entire quantity, may be deleted from the contract with no claims for additional compensation from the Contractor.

1.05 MEASUREMENT OF QUANTITIES

A. Measurement Devices:

1. Weigh Scales: Inspected, tested and certified by the applicable Weights and Measures Department within the past year.
2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
3. Metering Devices: Inspected, tested and certified by the applicable department within the past year.

B. Measurement by Volume: Measured by cubic dimension using in-place mean length, width and height or thickness.

C. Measurement by Area: Measured by square dimension using mean length and width or radius.

D. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord. Curb shall be measured per linear foot of curb face.

E. Stipulated Contract Price Measurement: Items measured by weight, volume, area or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.06 PAYMENT

A. Payment includes full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.07 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct one of the following remedies:

1. The defective Work may remain, but the unit price will be adjusted to a new price at the discretion of the Engineer.
2. The defective Work will be partially repaired to the instructions of the Engineer, and the unit price will be adjusted to a new price at the discretion of the Engineer.

C. The individual specification sections may modify these options or may identify a specific formula or percentage price reduction.

D. The authority of the Engineer to assess the defect and identify payment adjustment is final.

1.08 NON-PAYMENT FOR REJECTED PRODUCTS

A. Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from the transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling and disposing of rejected products.

PART 2 PRODUCTS/MATERIALS

Refer to Specifications.

PART 3 EXECUTION

Refer to Specifications.

PART 4 PAY ITEMS

4.02 NON-STANDARD ITEMS

ELECTRICAL SERVICE REVISIONS (SECTION 730-05)

A. 730-05.04 Modify Existing Electrical Connection (Electrical Service Revision Type 1): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service including existing meter socket enclosure and grounding; furnishing and installing new

meter socket enclosure, 3" PVC Schedule 80 conduit and sweep, expansion coupling, grounding, termination of existing service conductors in new meter socket, building finish repair and connection and/or inspection fees.

B. 730-05.05 Modify Existing Electrical Connection (Electrical Service Revision Type 2): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service including existing meter socket enclosure and grounding; furnishing and installing new meter socket enclosure, 3" PVC Schedule 80 conduit and sweep, expansion coupling, grounding, termination of existing service conductors in new meter socket, building finish repair and connection and/or inspection fees.

C. 730-05.06 Modify Existing Electrical Connection (Electrical Service Revision Type 3): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service including existing meter socket enclosure and grounding; furnishing and installing new meter socket enclosure, 3" PVC Schedule 80 conduit and sweep, expansion coupling, grounding, termination of existing service conductors in new meter socket, building finish repair and connection and/or inspection fees.

D. 730-05.07 Modify Existing Electrical Connection (Electrical Service Revision Type 4): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service including existing meter socket enclosure and grounding; furnishing and installing new meter socket enclosure, 2" and 3" PVC Schedule 80 conduit, 3" PVC Schedule 80 sweep, expansion coupling, junction box, splices, #3/0 conductors, grounding, termination of existing service conductors in new meter socket, building finish repair and connection and/or inspection fees.

E. 730-05.08 Modify Existing Electrical Connection (Electrical Service Revision Type 5): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service including existing meter socket enclosure and grounding; furnishing and installing new meter socket enclosure, 3" PVC Schedule 80 conduit and sweep, expansion coupling, grounding, termination of existing service conductors in new meter socket, building finish repair and connection and/or inspection fees.

F. 730-05.09 Modify Existing Electrical Connection (Electrical Service Revision Type 6): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service including existing meter socket enclosure and grounding; furnishing and installing new meter socket enclosure, 3" PVC Schedule 80 conduit and sweep, expansion coupling, grounding, termination of existing service conductors in new meter socket, building finish repair and connection and/or inspection fees.

G. 730-05.10 Modify Existing Electrical Connection (Electrical Service Revision Type 7): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service; furnishing and installing new 3" PVC Schedule 80 conduit and sweep, expansion coupling, auxiliary gutter, building finish repair and connection and/or inspection fees.

H. 730-05.11 Modify Existing Electrical Connection (Electrical Service Revision Type 8): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service including existing meter socket enclosure and grounding; furnishing and installing new meter socket enclosure, 3" PVC Schedule 80 conduit and sweep, expansion coupling, grounding, redirecting and terminating existing service conductors in new meter socket, building finish repair and connection and/or inspection fees.

I. 730-05.12 Modify Existing Electrical Connection (Electrical Service Revision Type 9): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service including existing meter socket enclosure and grounding; furnishing and installing new meter socket enclosure, 3" PVC Schedule 80 conduit and sweep, expansion coupling, grounding, termination of existing service conductors in new meter socket, building finish repair and connection and/or inspection fees.

J. 730-05.13 Modify Existing Electrical Connection (Electrical Service Revision Type 10): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service including existing meter socket enclosure and grounding; furnishing and installing new meter socket enclosure, 3" PVC Schedule 80 conduit and sweep, expansion coupling, grounding, termination of existing service conductors in new meter socket, building finish repair and connection and/or inspection fees.

K. 730-05.14 Modify Existing Electrical Connection (Electrical Service Revision Type11): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service including existing meter socket enclosures, service disconnect switch and grounding; furnishing and installing new 2-gang meter socket enclosure with main breakers, disconnect switch, #2 and #3/0 conductors, 3" PVC Schedule 80 conduit and sweep, 2" and 1-1/2" PVC Schedule 40 conduit, expansion coupling, grounding, termination of conductors in new meter socket and at existing service equipment, building finish repair and connection and/or inspection fees.

L. 730-05.15 Modify Existing Electrical Connection (Electrical Service Revision Type 12): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service including existing meter socket enclosures, service disconnect switch and grounding; furnishing and installing new meter socket enclosure, #10 and #3/0 conductors, 3" PVC Schedule 80 conduit and sweep, PVC Schedule 40 conduit, expansion coupling, grounding, termination of conductors in new meter socket and at existing equipment, building finish repair and connection and/or inspection fees.

M. 730-05.16 Modify Existing Electrical Connection (Electrical Service Revision Type 13): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service including existing meter socket enclosure and grounding; furnishing and installing new meter socket enclosure, 2" and 3" PVC Schedule 80 conduit, 3" PVC Schedule 80 sweep, expansion coupling, #3/0 conductors, grounding, termination of new service conductors in new meter socket and existing service equipment, building finish repair and connection and/or inspection fees.

N. 730-05.17 Modify Existing Electrical Connection (Electrical Service Revision Type 14): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service; furnishing and installing new 3" PVC Schedule 80 conduit and sweep, expansion coupling, auxiliary gutter, building finish repair and connection and/or inspection fees.

O. 730-05.18 Modify Existing Electrical Connection (Electrical Service Revision Type 15): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service; furnishing and installing new 3" PVC Schedule 80 conduit and sweep, expansion coupling, auxiliary gutter, building finish repair and connection and/or inspection fees.

P. 730-05.19 Modify Existing Electrical Connection (Electrical Service Revision Type 16): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service including existing meter socket enclosure and grounding; furnishing and installing new meter socket enclosure, 2" and 3" PVC Schedule 80 conduit, 3" PVC Schedule 80 sweep, expansion coupling, #3/0 conductors, grounding, termination of new service conductors in new meter socket and existing service equipment, building finish repair and connection and/or inspection fees.

Q. 730-05.20 Modify Existing Electrical Connection (Electrical Service Revision Type 17): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service including existing meter socket enclosure and grounding; furnishing and installing new meter socket enclosure, 3" PVC Schedule 80 sweep, expansion coupling, grounding, termination of existing service conductors in new meter socket, building finish repair and connection and/or inspection fees.

R. 730-05.21 Modify Existing Electrical Connection (Electrical Service Revision Type 18): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service and indoor meter socket enclosure; furnishing and installing new 100A service

equipment including enclosed circuit breaker, meter socket enclosure, #2 and #8 conductors, 1-1/4" and 3" PVC Schedule 80 conduit and sweep, expansion coupling, conduit body, grounding, termination of conductors in new meter socket and at existing service equipment, building finish repair and connection and/or inspection fees.

S. 730-05.22 Modify Existing Electrical Connection (Electrical Service Revision Type 19): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service and indoor meter socket enclosure; furnishing and installing new 200A service equipment including enclosed circuit breaker, meter socket enclosure, #3/0 and #6 conductors, 2" and 3" PVC Schedule 80 conduit and sweep, expansion coupling, conduit body, grounding, termination of conductors in new meter socket and at existing service equipment, building finish repair and connection and/or inspection fees.

T. 730-05.23 Modify Existing Electrical Connection (Electrical Service Revision Type 20): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including furnishing and installing a new 100A metered power pedestal with branch circuit panel, time switch, receptacle, concrete foundation, #8 conductors, 2" and 3" PVC Schedule 80 conduit and sweep, expansion coupling, conduit body, grounding, termination of conductors in new meter socket, connection and/or inspection fees.

U. 730-05.24 Modify Existing Electrical Connection (Electrical Service Revision Type 21): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service; furnishing and installing new 3" PVC Schedule 80 conduit and sweep, expansion coupling, auxiliary gutter, grounding, building finish repair and connection and/or inspection fees.

V. 730-05.25 Modify Existing Electrical Connection (Electrical Service Revision Type 22): Payment for accepted quantities, complete and in place shall be made for each (EA) electrical service revision including demolition of existing overhead service including existing meter socket enclosures, service disconnect switch and grounding; furnishing and installing new 2-gang meter socket enclosure, disconnect switch, #2 and #3/0 conductors, 3" PVC Schedule 80 conduit, sweep and expansion coupling, 2" and 1-1/4" PVC Schedule 40 conduits, grounding, termination of conductors in new meter sockets and at existing service equipment, building finish repair and connection and/or inspection fees. Pricing shall include field verification of existing service equipment size and condition.

ELECTRICAL DISTRIBUTION (SECTION 790)

A. Item 790-42.08 Direct Burial Conduit (2" PVC, Schedule 40): This item is for furnishing and installing direct burial conduit. Note: Trench and backfill are covered in separate pay items listed below. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of 2" PVC Schedule 40 conduit furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications including conduit, bends, stub-ups from below grade, couplings, and pull rope.

B. Item 790-42.09 Direct Burial Conduit (3" PVC, Schedule 40): This item is for furnishing and installing direct burial conduit. Note: Trench and backfill are covered in separate pay items listed below. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of 3" PVC Schedule 40 conduit furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications including conduit, bends, stub-ups from below grade, couplings, and pull rope.

C. Item 790-42.10 Direct Burial Conduit (4" PVC, Schedule 40): This item is for furnishing and installing direct burial conduit. Note: Trench and backfill are covered in separate pay items listed below. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of 4" PVC Schedule 40 conduit furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications including conduit, bends, stub-ups from below grade, couplings, and pull rope.

D. Item 790-42.13 Encased Conduit 2-4" PVC Schedule 40: This pay item shall be used for furnishing and installing concrete encased conduits. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of concrete encased 2-4" PVC Schedule 40 conduits furnished and installed in

accordance with TDOT Section 714, and as modified by the Drawings and Specifications, including, conduit, conduit bends, couplings, spacers, concrete, and pull rope. Note: Trench and backfill are covered in separate pay items listed below.

E. Item 790-42.14 Encased Conduit 3-4" PVC Schedule 40: This pay item shall be used for furnishing and installing concrete encased conduits. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of concrete encased 3-4" PVC Schedule 40 conduits furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications, including, conduit, conduit bends, couplings, spacers, concrete, and pull rope. Note: Trench and backfill are covered in separate pay items listed below.

F. Item 790-42.15 Encased Conduit 4-4" PVC Schedule 40: This pay item shall be used for furnishing and installing concrete encased conduits. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of concrete encased 4-4" PVC Schedule 40 conduits furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications, including, conduit, conduit bends, couplings, spacers, concrete, and pull rope. Note: Trench and backfill are covered in separate pay items listed below.

G. Item 790-42.16 Encased Conduit 5-4" PVC Schedule 40: This pay item shall be used for furnishing and installing concrete encased conduits. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of concrete encased 5-4" PVC Schedule 40 conduits furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications, including, conduit, conduit bends, couplings, spacers, concrete, and pull rope. Note: Trench and backfill are covered in separate pay items listed below.

H. Item 790-42.18 Encased Conduit 2-6" PVC Schedule 40: This pay item shall be used for furnishing and installing concrete encased conduits. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of concrete encased 2-6" PVC Schedule 40 conduits furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications, including, conduit, conduit bends, couplings, spacers, concrete, and pull rope. Note: Trench and backfill are covered in separate pay items listed below.

I. Item 790-42.19 Encased Conduit 4-6" PVC Schedule 40: This pay item shall be used for furnishing and installing concrete encased conduits. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of concrete encased 4-6" PVC Schedule 40 conduits furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications, including, conduit, conduit bends, couplings, spacers, concrete, and pull rope. Note: Trench and backfill are covered in separate pay items listed below.

J. Item 790-42.21 MTEMC Riser Pole Conduit 1-2" (MTEMC DWG RP-1): Payment for accepted quantities, complete, shall be made at the contract price for each (EA) riser pole conduit including 2" PVC Schedule 80 conduit, PVC Schedule 80 sweeps, standoff bracket, and conduit caps as required per MTEMC requirements.

K. Item 790-42.22 MTEMC Riser Pole Conduit 1-3" (MTEMC DWG RP-1): Payment for accepted quantities, complete, shall be made at the contract price for each (EA) riser pole conduit including 3" PVC Schedule 80 conduit, PVC Schedule 80 sweeps, standoff bracket, and conduit caps as required per MTEMC requirements.

L. Item 790-42.23 MTEMC Riser Pole Conduit 1-4" (MTEMC DWG RP-1): Payment for accepted quantities, complete, shall be made at the contract price for each (EA) riser pole conduit including 4" PVC Schedule 80 conduit, PVC Schedule 80 sweeps, standoff bracket, and conduit caps as required per MTEMC requirements.

M. Item 790-42.24 MTEMC Encased Primary Riser Pole Conduit 2-6" (MTEMC DWG RP-3): Payment for accepted quantities, complete, shall be made at the contract price for each (EA) primary riser pole conduit including PVC Schedule 80 conduits, PVC Schedule 80 sweeps, standoff bracket, concrete pier, and conduit caps as required per MTEMC requirements.

N. Item 790-42.27 Riser Pole Conduit Stub-Up - 2" Conduit: Payment for accepted quantities, complete, shall be made at the contract price for each (EA) riser pole conduit including 2" PVC Schedule 80 conduit, PVC Schedule 80 sweeps, standoff bracket, and conduit caps furnished and installed in accordance with TDOT Section 714.

O. Item 790-42.28 Riser Pole Conduit Stub-Up - 3" Conduit: Payment for accepted quantities, complete, shall be made at the contract price for each (EA) riser pole conduit including 3" PVC Schedule 80 conduit, PVC Schedule 80 sweeps, standoff bracket, and conduit caps furnished and installed.

P. Item 790-42.29 Riser Pole Conduit Stub-Up - 4" Conduit: Payment for accepted quantities, complete, shall be made at the contract price for each (EA) riser pole conduit including 4" PVC Schedule 80 conduit, PVC Schedule 80 sweeps, standoff bracket, and conduit caps furnished and installed.

Q. Item 790-42.30 CATV Pedestal Make Ready: Payment for accepted quantities, furnished and installed shall be made at the contract price for each (EA) CATV pedestal location including conduit stub-ups, excavation, gravel base, backfill and restoration.

R. Item 790-42.31 Telephone Pedestal Make Ready: Payment for accepted quantities, furnished and installed shall be made at the contract price for each (EA) telephone pedestal location including conduit stub-ups, excavation, gravel base, backfill and restoration.

S. Item 790-42.41 Trench Type A: This pay item shall be used for trench excavation for concrete encased 6" duct banks with 4" concrete encased conduits and direct buried utility system conduits. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of trench furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications including trench excavation, sheeting (where required), backfill, disposal of excess or unsuitable material, warning tape, and temporary asphalt patch for areas located within the project limits or surface repair by the Electrical Contractor for areas located outside of the project limits.

T. Item 790-42.42 Trench Type B: This pay item shall be used for trench excavation for concrete encased 4" duct banks with direct buried utility distribution system conduits. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of trench furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications including trench excavation, sheeting (where required), backfill, disposal of excess or unsuitable material, warning tape, and temporary asphalt patch for areas located within the project limits or surface repair by the Electrical Contractor for areas located outside of the project limits.

U. Item 790-42.43 Trench Type C: This pay item shall be used for trench excavation for concrete encased 4" or 6" duct banks. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of trench furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications including trench excavation, sheeting (where required), backfill, disposal of excess or unsuitable material, warning tape, and temporary asphalt patch for areas located within the project limits or surface repair by the Electrical Contractor for areas located outside of the project limits.

V. Item 790-42.44 Trench Type D: This pay item shall be used for trench excavation for direct buried utility distribution system conduits. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of trench furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications including trench excavation, sheeting (where required), backfill, disposal of excess or unsuitable material, warning tape, and temporary asphalt patch for areas located within the project limits or surface repair by the Electrical Contractor for areas located outside of the project limits.

W. Item 790-42.45 Trench Type S: This pay item shall be used for trench excavation for direct buried service lateral conduits. Payment for accepted quantities, complete in place, shall be made at the contract price per linear foot (LF) of trench furnished and installed in accordance with TDOT Section 714, and as modified by the Drawings and Specifications including trench excavation, sheeting (where required), backfill, disposal of excess or unsuitable material, warning tape, and temporary landscaping/asphalt patch for areas located within the project limits or surface repair by the Electrical Contractor for areas located outside of the project limits.

X. Item 790-43.46 Pullbox, 36"L x 24"W x 18" D, MTEMC-ELECTRIC Logo: Payment for accepted quantities, furnished and installed complete in place shall be made at the contract price for each (EA) grade level flush pullbox furnished and installed per MTEMC requirements including excavation, gravel base and backfill.

Y. Item 790-43.47 Pullbox, 48"L x 30"W x 36" D, MTEMC-ELECTRIC Logo: Payment for accepted quantities, furnished and installed complete in place shall be made at the contract price for each (EA) grade level flush pullbox furnished and installed per MTEMC requirements including excavation, gravel base and backfill.

Z. Item 790-43.50 Pullbox, 48"L x 30"W x 18" D, CATV-COMCAST Logo: Payment for accepted quantities, furnished and installed complete in place shall be made at the contract price for each (EA) grade level flush pullbox furnished and installed including excavation, gravel base and backfill.

AA. Item 790-43.51 Pullbox, 60"L x 36"W x 18" D, TELEPHONE-AT&T Logo: Payment for accepted quantities, furnished and installed complete in place shall be made at the contract price for each (EA) grade level flush pullbox furnished and installed including excavation, gravel base and backfill.

BB. Item 790-43.52 Precast Concrete Manhole, 12'-0"L x 6'-0"W x 7'-1"H : Payment for accepted quantities, furnished and installed complete in place shall be made at the contract price for each (EA) precast concrete manhole furnished and installed per MTEMC requirements including excavation, compacted gravel base, backfill, and heavy duty frame and cover.

CC. Item 790-50.03 Box Pad Foundation "BP-1" for MTEMC Single-Phase Transformer: Payment for accepted quantities, furnished and installed complete in place shall be made at the contract price for each (EA) box pad foundation furnished and installed per MTEMC requirements including excavation, gravel base, backfill and restoration.

DD. Item 790-51.06 Precast Concrete "Pad No. 1" for MTEMC Three-Phase Transformer: Payment for accepted quantities, furnished and installed complete in place shall be made at the contract price for each (EA) precast concrete pad furnished and installed per MTEMC requirements including excavation, gravel base, backfill and restoration.

EE. Item 790-51.07 Precast Concrete Box Pad for MTEMC Three Phase "Sector" Switch: Payment for accepted quantities, furnished and installed complete in place shall be made at the contract price for each (EA) precast concrete box pad furnished and installed per MTEMC requirements including excavation, gravel base, backfill and restoration.

FF. Item 790-51.08 Precast Concrete "Pad No.10" for MTEMC "Vista" Switch: Payment for accepted quantities, furnished and installed complete in place shall be made at the contract price for each (EA) precast concrete pad and box foundation furnished and installed per MTEMC requirements including excavation, gravel base, backfill and restoration.

**END OF SECTION**

**FOOTNOTE (3)**

BASELINE; BASE STATION 1000 IRRIGATION CONTROLLER; BASELINE PFS SERIES FLOW SENSOR AND METER; BASELINE FLOW BICODERS/BISENSORS BL-5315B; BASELINE SURGE ARRESTOR.

**FOOTNOTE (4)**

HOLOPHANE; S ANCHOR BASE FLUTED TAPERED LIGHT POLES, TSG007665 POLE TYPE A AND TYPE B; HOLOPHANE FILTER GWLF/200-SCAY033J; HOLOPHANE ARM RBC51/1-CA/CSY033J; HOLOPHANE LUMIMAIRES MPU250PMMCA4 S-64320, MPU250PMMCCMC4 S-64320.

**FOOTNOTE (5)**

HOLOPHANE; S ANCHOR BASE FLUTED TAPERED LIGHT POLES, TSG007665 POLE TYPE A AND TYPE B; HOLOPHANE FILTER GWLF/200-SCAY033J; HOLOPHANE ARM RBC51/1-CA/CSY033J; HOLOPHANE LUMIMAIRES MPU250PMMCA4 S-64320, MPU250PMMCCMC4 S-64320, AND PHOTOCELL.

**FOOTNOTE (6)**

HOLOPHANE; ARCH FLOOD LIGHT H710/100M/MA/HFL/KM/HSMSA18/BD LPI AS.

| ESTIMATED WATER AND SEWER QUANTITIES |
|---|

# Bid Form

| FOOT NOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|---|---|---|
| 1W | 795-01.03 | 6IN DIP RESTRAINED JOINT WATER LINE | L.F. | 0 | 285 | 285 | 84.00 | 23,940.00 |
| 1W | 795-01.04 | 6IN DIP SLIP JOINT WATER LINE | L.F. | 0 | 1,175 | 1,175 | 81.00 | 95,175.00 |
| 1W | 795-01.05 | 8IN DIP RESTRAINED JOINT WATER LINE | L.F. | 0 | 230 | 230 | 91.00 | 20,930.00 |
| 1W | 795-01.09 | 12IN DIP RESTRAINED JOINT WATER LINE | L.F. | 0 | 65 | 65 | 150.00 | 9,750.00 |
| 1W | 795-01.15 | 18IN DIP RESTRAINED JOINT WATER LINE | L.F. | 0 | 1,250 | 1,250 | 160.00 | 200,000.00 |
| 1W | 795-01.16 | 18IN DIP SLIP JOINT WATER LINE | L.F. | 0 | 1,610 | 1,610 | 140.00 | 225,400.00 |
| 2W | 795-06.03 | CONNECT TO 4IN WATER LINE | EACH | 0 | 1 | 1 | 1500.00 | 1,500.00 |
| 2W | 795-06.04 | CONNECT TO 6IN WATER LINE | EACH | 0 | 4 | 4 | 1,500.00 | 6,000.00 |
| 2W | 795-06.05 | CONNECT TO 8IN WATER LINE | EACH | 0 | 3 | 3 | 1,500.00 | 4,500.00 |
| 2W | 795-06.07 | CONNECT TO 12IN WATER LINE | EACH | 0 | 2 | 2 | 2,600.00 | 5,200.00 |
| 2W | 795-06.10 | CONNECT TO 18IN WATER LINE | EACH | 0 | 1 | 1 | 1,500.00 | 1,500.00 |
| | 795-06.30 | CUT / CAP EXISTING LINES (ALL SIZES) | EACH | 0 | 3 | 3 | 690.00 | 2,070.00 |
| | 795-06.33 | CUT AND CAP 6IN WATER LINE | EACH | 0 | 3 | 3 | 690.00 | 2,070.00 |
| | 795-06.34 | CUT AND CAP 8IN WATER LINE | EACH | 0 | 2 | 2 | 690.00 | 1,380.00 |
| 4W | 795-08.04 | 6IN GATE VALVE ASSEMBLY | EACH | 0 | 8 | 8 | 1,500.00 | ~~1,500.00~~ 12,000.00 |
| 4W | 795-08.05 | 8IN GATE VALVE ASSEMBLY | EACH | 0 | 3 | 3 | 1,900.00 | 5,700.00 |
| 4W | 795-08.08 | 12IN BUTTERFLY VALVE ASSEMBLY | EACH | 0 | 2 | 2 | 3,100.00 | 6,200.00 |
| 4W | 795-08.09 | 12IN GATE VALVE ASSEMBLY | EACH | 0 | 1 | 1 | 3,200.00 | 3,200.00 |
| 4W | 795-08.15 | 18IN BUTTERFLY VALVE ASSEMBLY | EACH | 0 | 4 | 4 | 5,500.00 | 22,000.00 |
| 5W | 795-09.01 | 3/4IN WATER SERVICE METER ASSEMBLY | EACH | 0 | 29 | 29 | 1,000.00 | 29,000.00 |
| 5W | 795-09.06 | 4IN WATER SERVICE METER ASSEMBLY (VAULT) | EACH | 0 | 1 | 1 | 16,000.00 | 16,000.00 |
| 5W | 795-09.07 | 6IN WATER SERVICE METER ASSEMBLY (VAULT) | EACH | 0 | 2 | 2 | 20,000.00 | 40,000.00 |
| 6W | 795-09.09 | RELOCATE / RECONNECT SERVICE ASSEMBLY | EACH | 0 | 29 | 29 | 100.00 | 2900.00 |
| 7W | 795-09.28 | 3/4IN COPPER SERVICE PIPE | L.F. | 0 | 940 | 940 | 5.50 | 5,170.00 |
| 7W | 795-09.30 | 3/4IN PEX SERVICE PIPE | L.F. | 0 | 425 | 425 | 3.00 | 1,275.00 |
| 5W | 795-11.02 | FIRE HYDRANT ASSEMBLY | EACH | 0 | 6 | 6 | 2,800.00 | 16,800.00 |
| 2W | 795-11.03 | RECONNECT FIRE HYDRANT | EACH | 0 | 1 | 1 | 460.00 | 460.00 |
| 5W | 795-11.05 | FIRE PROTECTION METER (8" WITH VAULT) | EACH | 0 | 1 | 1 | 26,000.00 | 26,000.00 |
| 8W | 795-12.01 | REMOVE FIRE HYDRANT | EACH | 0 | 4 | 4 | 230.00 | 920.00 |
| 8W | 795-12.02 | REMOVAL OF EXISTING LINE | LS | 0 | 1 | 1 | 10,000.00 | 10,000.00 |
| 9W | 795-13.01 | DI FITTINGS | LBS | 0 | 27,780 | 27,780 | 7.00 | 194,460.00 |
| 10 | 795-14.02 | CLASS B CONCRETE | C.Y. | 0 | 75 | 75 | 150.00 | 11,250.00 |
| 10 | 795-14.05 | CONCRETE ENCASEMENT/CAP | L.F. | 0 | 160 | 160 | 36.00 | 5,760.00 |
| 11 | 795-14.08 | RESTORE ASPHALT | S.Y. | 0 | 175 | 175 | 90.00 | 15,750.00 |
| 11 | 795-14.09 | RESTORE CONCRETE | S.Y. | 0 | 45 | 45 | 110.00 | 4,950.00 |

# Bid Form

| ESTIMATED WATER AND SEWER QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOT NOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT PRICE | TOTAL PRICE |
| | 795-15.02 | 12IN STEEL CASING PIPE OPEN CUT METHOD | L.F. | 0 | 80 | 80 | 90.00 | 7,200.00 |
| | 795-15.25 | 16IN STEEL CASING PIPE OPEN CUT METHOD | L.F. | 0 | 85 | 85 | 96.00 | 8,160.00 |
| 7W | 795-15.26 | 1-1/2IN STEEL CASING PIPE OPEN CUT METHOD | L.F. | 0 | 500 | 500 | 17.00 | 8,500.00 |
| 1S | 797-05.51 | 8IN PVC GRAVITY SEWER 0FT - 6FT DEPTH | L.F. | 0 | 2,245 | 2,245 | 54.00 | 121,230.00 |
| 1S | 797-05.52 | 8IN PVC GRAVITY SEWER 6FT - 12FT DEPTH | L.F. | 0 | 4,310 | 4,310 | 66.00 | 284,460.00 |
| 2S | 797-07.02 | 48IN MANHOLE 4FT - 6FT DEPTH | EACH | 0 | 3 | 3 | 2,200.00 | 6,600.00 |
| 2S | 797-07.03 | 48IN MANHOLE 6FT - 8FT DEPTH | EACH | 0 | 19 | 19 | 2,900.00 | 55,100.00 |
| 2S | 797-07.04 | 48IN MANHOLE 8FT - 10FT DEPTH | EACH | 0 | 3 | 3 | 3,900.00 | 11,700.00 |
| 2S | 797-07.05 | 48IN MANHOLE 10FT - 12FT DEPTH | EACH | 0 | 1 | 1 | 4,800.00 | 4,800.00 |
| 3S | 797-07.56 | MANHOLE DROP CONNECTION ASSEMBLY | EACH | 0 | 1 | 1 | 850.00 | 850.00 |
| 1S | 797-08.05 | 6" PVC PIPE FOR SERVICE LATERAL | L.F. | 0 | 1,900 | 1,900 | 19.00 | 36,100.00 |
| 3S | 797-08.08 | 6" CLEAN OUT ASSEMBLY | EACH | 0 | 39 | 39 | 1,100.00 | 42,900.00 |
| 4S | 797-10.06 | CONNECT 6" LATERAL TO SEWER LINE | EACH | 0 | 39 | 39 | 850.00 | 33,150.00 |
| 4S | 797-10.09 | CONNECT EXISTING 8IN SEWER TO NEW MANHOLE | EACH | 0 | 8 | 8 | 990.00 | 7,920.00 |
| 5S | 797-11.25 | RETIRE IN PLACE 48" MANHOLE | EACH | 0 | 16 | 16 | 780.00 | 12,480.00 |
| 6S | 797-11.35 | REMOVE EXISTING SEWER 8IN - 14IN | L.F. | 0 | 70 | 70 | 17.00 | 1,190.00 |
| 7S | 797-11.38 | BY-PASS PUMPING | LS | 0 | 1 | 1 | $25,000.00 | $25,000.00 |
| 11 | 797-11.39 | RESTORE ASPHALT | S.Y. | 0 | 385 | 385 | 90.00 | 34,650.00 |
| 11 | 797-11.40 | RESTORE CONCRETE | S.Y. | 0 | 60 | 60 | 110.00 | 6,600.00 |
| 6S | 797-12.01 | CUT, CAP AND ABANDON EXISTING 8IN SEWER LINE | EACH | 0 | 6 | 6 | 1,000.00 | 6,000.00 |
| | | | | | | | ~~$ 22.00~~ | ~~$ 1,650.00~~ |
| 10 | 303-10.01 | MINERAL AGGREGATE (SIZE 57) | TON | 0 | 75 | 75 | 22.00 | 1,650.00 |
| | | | | | | | | |
| | | SUB-TOTAL WATER AND SEWER | | | | | | 1,745,450.00 |

**WATER AND SEWER FOOTNOTES:**

**WATER FOOTNOTES:**

**FOOTNOTE 1W:**

INCLUDES ALL MATERIALS, LABOR, EQUIPMENT FOR COMPLETE INSTALLATION OF PIPE INCLUDING BUT NOT LIMITED TO TRAFFIC CONTROL, MATERIALS, EQUIPMENT, EXCAVATION IN BOTH UNCONSOLIDATED AND ROCK, REMOVAL AND REPLACEMENT OF UNSUITABLE SOIL, ENVELOPE/BEDDING MATERIAL, BACKFILLING, THRUST BLOCKING, CONCRETE DEADMAN, TRACER WIRE, WARNING TAPE, APPURTENANCES,

TEMPORARY SHORING, MAINTAINING THE TRENCH, TESTING, FLUSHING, DISINFECTION, BACTERIOLOGICAL SAMPLING, TERMPORARY SURFACE RESTORATION, AND ANY OTHER LABOR OR MATERIAL REQUIRED TO COMPLETE THE WORK AS SPECIFIED ON THE PLANS.

**FOOTNOTE 2W:**
INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR CONNECTING TO AN EXISTING WATER LINE INCLUDING TRAFFIC CONTROL.

**FOOTNOTE 3W:**
INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT INCLUDING BUT NOT LIMITED TO TAPPING SLEEVE, VALVE, VALVE BOX, BOX ADJUSTMENT, VALVE BOX COLLAR, VALVE MARKER, EXCAVATION, BEDDING, BACKFILL, BLOCKING AND RESTRAINT, TAP OF EXISTING LINE, AND TRAFFIC CONTROL.

**FOOTNOTE 4W:**
INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT INCLUDING BUT NOT LIMITED TO FITTINGS, VALVE, VALVE STEM EXTENSTIONS, VALVE BOX AND COVER, BOX ADJUSTMENT, VALVE BOX COLLAR, VALVE MARKER, EXCAVATION, BEDDING, BACKFILL, BLOCKING AND RESTRAINT, TAP OF EXISTING LINE, AND TRAFFIC CONTROL.

**FOOTNOTE 5W:**
INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT INCLUDING BUT NOT LIMITED TO MACHINERY, TOOLS OR APPARATUS NECESSARY FOR INSTALLATION OF ASSEMBLIES AS DESCRIBED IN THE PLANS AND SPECS EXCEPT FOR SERVICE LINE WHICH IS PAID SEPERATERLY FOR EACH FOOT INSTALLED.

**FOOTNOTE 6W:**
INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT FOR REMOVAL OF EXISTING WATER SERVICE METER ASSEMBLY AND INSTALLING A NEW WATER METER ASSEMBLY AT DESIRED OWNER LOCATION.

**FOOTNOTE 7W:**
INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT FOR COMPLETE INSTALLATION OF SERVICE LINE OR CASING FOR SERVICE LINE ON LONG SIDE AND SHORT SIDE OF MAIN.

**FOOTNOTE 8W:**
INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT FOR REMOVAL OF ITEM.

**FOOTNOTE 9W:**
INCLUDES FITTINGS, GLANDS AND RESTRAINT DEVICES DESCRIBED IN POUNDS.

**FOOTNOTE 10:**
INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT FOR COMPLETE INSTALLATION OF UNIT OR LUMP SUM ITEM AS SPECIFIED ON BID FORM. PLACEMENT SHALL BE DIRECTED BY THE OWNER OR ENGINEER.

**FOOTNOTE 11:**
INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT, SETUP AND TRAFFIC CONTROL FOR RESTORING ASHALT ROAD/DRIVE AND CONCRETE SIDEWALK/GUTTERS NOT IN STATE ROW.

**SEWER FOOTNOTES:**

# Bid Form

**FOOTNOTE 1S:**
INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT FOR COMPLETE EXCAVATION INCLUDING BUT NOT LIMITED TO BEDDING, BACKFILLING, APPURTENANCES, MAINTAINING THE TRENCH, TESTING, CHECK DAMS, AND ANY OTHER LABOR OR MATERIAL REQUIRED TO COMPLETE FOR GRAVITY SEWER LINES. DUCTILE IRON PIPE GRAVITY SEWER LINES SHALL BE EPOXY LINED.

**FOOTNOTE 2S:**
INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY FOR INSTALLATION OF PRECAST MANHOLE BOTHER PREFORMED BASE OR OPEN BOTTOM (DOGHOUSE), INCLUDING BUT NOT LIMITED TO CRUSHED STONE, PIPE TO MANHOLE CONNECTORS, EXCAVATION, BACKFILL, BUTYL RESIN GASKET, MANHOLE STEPS, ASPHALTIC WATERPROOFING, WATERTIGHT FRAME AND COVER, AND TRAFFIC CONTROL.

**FOOTNOTE 3S:**
INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT, INCLUDING BUT NOT LIMITED TO MACHINERY, TOOLS, OR APPARATUS NECESSARY FOR INSTALLTION OF ASSEMBLIES AS DESCRIBED AND DETAILED IN THE PLANS AND SPECS.

**FOOTNOTE 4S:**
INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY FOR CONNECTING TO AN EXISTING SEWER LINE OR MANHOLE AS SPECIFIED ON THE PLANS, INCLUDING TRAFFIC CONTROL.

**FOOTNOTE 5S:**
INCLUDES ALL LABOR, EQUIPMENT, DIPOSAL OF WASTE MATERIAL, DRILLING HOLES IN BASE FOR PROPER DRAINAGE, REMOVAL OF NECESSARY CASTING, CONE AND BARRAL SECTIONS FOR PROPER GRADE AND STONE BACKFILL.

**FOOTNOTE 6S:**
INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT FOR RETIRE IN PLACE OR REMOVE ITEMS AS SPECIFIED ON THE BID FORM INCLUDING TRAFFIC CONTROL.

**FOOTNOTE 7S:**
INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT FOR INTERNAL OR EXTERNAL POINT REPAIRS AS SPECIFIED IN THE BID FORM.

| ESTIMATED AT&T QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOT NOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT PRICE | TOTAL PRICE |
| 15 | 793-13.07 | 4IN SCHEDULE 40 PVC | L.F. | 0 | 21,100 | 21,100 | 3.80 | 80,180.00 |
| 16 | 793-13.12 | 1 DUCT FORMATION @ 36IN DEPTH | L.F. | 0 | 485 | 485 | 14.50 | 7,032.50 |
| 16 | 793-13.17 | 2 DUCT FORMATION @ 36IN DEPTH | L.F. | 0 | 85 | 85 | 14.50 | 1,232.50 |
| 16 | 793-13.22 | 3 DUCT FORMATION @ 36IN DEPTH | L.F. | 0 | 75 | 75 | 14.50 | 1,087.50 |
| 16 | 793-13.32 | 6 DUCT FORMATION @ 36IN DEPTH | L.F. | 0 | 2,505 | 2,505 | 32.00 | 80,160.00 |
| 16 | 793-13.37 | 9 DUCT FORMATION @ 36IN DEPTH | L.F. | 0 | 190 | 190 | 35.50 | 6,745.00 |
| 16 | 793-13.51 | 8 DUCT FORMATION @ 36IN DEPTH | L.F. | 0 | 435 | 435 | 35.50 | 15,442.50 |
| 17 | 793-14.03 | MANHOLE PRECAST 6-FT WIDE X 12-FT | EACH | 0 | 2 | 2 | 15,870.00 | 31,740.00 |

# Bid Form

| ESTIMATED AT&T QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOT NOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT PRICE | TOTAL PRICE |
| | | LONG X 7-FT HIGH | | | | | | |
| 18 | 793-14.10 | 4IN CORE DRILL INTO MANHOLE | EACH | 0 | 6 | 6 | 220.00 | 1,320.00 |
| 9 | 793-16.01 | MH (RETIRE/REMOVE/GRAVEL BACKFILL) | EACH | 0 | 2 | 2 | 730.00 | 1,460.00 |
| | | SUB-TOTAL AT&T | | | | | | 226,400.00 |

**AT&T FOOTNOTES :**

(9) INCLUDES ALL LABOR INCLUDING TRAFFIC CONTROL AND SETUP, REMOVAL OF LID AND COLLARS, BACKFILL WITH GRAVEL.

(15) INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT INCLUDING BUT NOT LIMITED TO SETUP, BENDS, AND TRAFFIC CONTROL.

(16) INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT INCLUDING BUT NOT LIMITED TO SPACERS, COUPLINGS, BENDS, OPENING TRENCH, BACKFILL PER SPECS, SURFACE RESTORATION OF ALL CROSSINGS TO TDOT STANDARDS, SETUP, TRAFFIC CONTROL.

(17) INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT INCLUDING BUT NOT LIMITED TO DIGGING HOLE, GRAVEL BASE, BACKFILL, AND SURFACE RESTORATION TO TDOT STANDARDS, FRAME AND COVER, SETUP AND TRAFFIC CONTROL.

(18) INCLUDES PIPE, SETUP, CABLE LOCATION AND BORING

| ESTIMATED ATMOS GAS QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOT NOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT PRICE | TOTAL PRICE |
| 1 | 791-03.02 | 2IN HDPE GAS MAIN | L.F. | 0 | 1,900 | 1,900 | 18.75 | 35,625.00 |
| 1 | 791-03.04 | 4IN HDPE GAS MAIN | L.F. | 0 | 150 | 150 | 24.00 | 3,600.00 |
| 1 | 791-03.05 | 6IN HDPE GAS MAIN | L.F. | 0 | 3,200 | 3,200 | 32.00 | 102,400.00 |
| 2 | 791-04.02 | HDD 2IN PE PIPE - UNCONSOLIDATED | L.F. | 0 | 1 | 1 | 88.00 | 88.00 |
| 2 | 791-04.04 | HDD 4IN PE PIPE - UNCONSOLIDATED | L.F. | 0 | 1 | 1 | 88.00 | 88.00 |
| 2 | 791-04.05 | HDD 6IN PE PIPE - UNCONSOLIDATED | L.F. | 0 | 1 | 1 | 94.00 | 94.00 |
| 2 | 791-04.11 | HDD 2IN PE PIPE - ROCK | L.F. | 0 | 1 | 1 | 150.00 | 150.00 |
| 2 | 791-04.13 | HDD 4IN PE PIPE - ROCK | L.F. | 0 | 1 | 1 | 160.00 | 160.00 |
| 2 | 791-04.14 | HDD 6IN PE PIPE - ROCK | L.F. | 0 | 1 | 1 | 170.00 | 170.00 |
| 4 | 791-06.02 | CONNECT TO 2IN EX. PE MAIN | EACH | 0 | 3 | 3 | 1,100.00 | 3,300.00 |
| 4 | 791-06.04 | CONNECT TO 6IN EX. PE MAIN | EACH | 0 | 1 | 1 | 2,750.00 | 2,750.00 |
| 4 | 791-06.12 | CONNECT TO 4IN EX. STL MAIN W/ STOPPLE | EACH | 0 | 1 | 1 | 8,580.00 | 8,580.00 |
| 4 | 791-06.33 | CONNECT TO 6IN EX. STL MAIN W/ STOPPLE | EACH | 0 | 1 | 1 | 9,680.00 | 9,680.00 |
| 5 | 791-07.03 | 6IN PE GAS VALVE ASSEMBLY | EACH | 0 | 2 | 2 | 2,640.00 | 5,280.00 |
| 6 | 791-08.02 | 3/4IN SERVICE ASSEMBLY | EACH | 0 | 29 | 29 | 530.00 | 15,370.00 |
| 6 | 791-08.07 | 3/4IN PE SERVICE PIPE | L.F. | 0 | 2,450 | 2,450 | 14.00 | 34,300.00 |

# Bid Form

| ESTIMATED ATMOS GAS QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOT NOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT PRICE | TOTAL PRICE |
| 6 | 791-08.17 | HDD 3/4IN PE SERVICE PIPE | L.F. | 0 | 100 | 100 | 55.00 | 5,500.00 |
| OFF R.O.W. | 791-09.05 | RESTORE ASPHALT | S.Y. | 0 | 1 | 1 | 88.00 | 88.00 |
| OFF R.O.W. | 791-09.06 | RESTORE CONCRETE | S.Y. | 0 | 1 | 1 | 250.00 | 250.00 |
| OFF R.O.W. | 791-09.07 | RESTORE GRAVEL | S.Y. | 0 | 1 | 1 | 44.00 | 44.00 |
| 9 | 791-10.01 | RETIRE IN PLACE 3/4IN SERV CUT & PLUG | EACH | 0 | 27 | 27 | 660.00 | 17,820.00 |
| 9 | 791-10.04 | RETIRE IN PLACE 2IN SERV CUT & PLUG | EACH | 0 | 3 | 3 | 1,320.00 | 3,960.00 |
| 9 | 791-10.06 | RETIRE IN PLACE 6IN SERV CUT & PLUG | EACH | 0 | 1 | 1 | 1,980.00 | 1,980.00 |
| | | SUB-TOTAL ATMOS GAS | | | | | | 251,277.00 |

**ATMOS ENERGY FOOTNOTES :**

(1) "INCLUDES ALL MATERIALS INCLUDING SAND/STONE BEDDING, FLOWABLE FILL, TEMPORARY PAVEMENT IN OR OUT OF ROW, LABOR, EQUIPMENT FOR COMPLETE INSTALLATION OF PIPE INCLUDING BUT NOT LIMITED TO TRAFFIC CONTROL, EXCAVATION INCLUDING DIRT/ROCK, BACKFILLING, CREEK CROSSINGS PER SWPPP, COUPLINGS, FITTINGS, PIPE FUSION, APPURTENANCES, MAINTAINING THE TRENCH, PURGE POINT. INSTALLATION, TESTING BY UTILITY SPECIFICATIONS TO INCLUDE BUT NOT LIMITED TO AIR, NITROGEN, HYDROSTATIC OR X-RAY, DEW POINT OR DRYING, AND ANY OTHER LABOR OR MATERIAL REQUIRED TO COMPLETE. THE WORK AS SPECIFIED ON THE PLANS."

(2) INCLUDES ALL MATERIALS, LABOR, EQUIPMENT, AND TRAFFIC CONTROL, INCLUDING BUT NOT LIMITED TO FLUID CONTAINMENT FOR COMPLETE HORIZONTAL DIRECTIONAL DRILLING INSTALLATION OF CASING PIPE OR UNCASED CARRIER PIPE IN BOTH UNCONSOLIDATED SOIL OR ROCK. STEEL PIPE INCLUDES SPECIAL COATING AS SPECIFIED ON PLANS AND SPECS. IF CASING PIPE HAS CARRIER PIPE, THE CARRIER PIPE SHALL BE PAID AT THE OPEN CUT ITEM PRICE.

(3) INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT, NECESSARY FOR BORE & JACK OF GAS LINE CASING PIPE INCLUDING BUT NOT LIMITED TO ENTRY AND EXIT PITS, B & J EQUIPMENT AND TRAFFIC CONTROL. CARRIER PIPE SHALL BE PAID AT THE OPEN CUT ITEM PRICE.

(4) INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT, NECESSARY FOR CONNECTING TO EXISTING GAS LINE, INCLUDING TRAFFIC CONTROL.

(5) INCLUDES TRANSITION FITTINGS, VALVES, VALVE BOX, BOX ADJUSTMENT, VALVE BOX COLLAR, VALVE MARKER, EXCAVATION, BEDDING, BACKFILL, COUPLINGS, FUSION TEES, TAP OF EXISTING LINE, AND ALL OTHER NECESSARY MATERIALS AND LABOR FOR COMPLETE INSTALLATION OF ASSEMBLY, INCLUDING TRAFFIC CONTROL.

(6) INCLUDES ALL MATERIALS, PARTS, LABOR, EQUIPMENT, MACHINERY, TOOLS, OR APPARATUS NECESSARY FOR INSTALLATION OF GAS SERVICE ASSEMBLIES AS DESCRIBED IN THE PLANS AND SPECS. INSTALLATION FOR LONG SIDE AND SHORT SIDE APPLICATIONS. SERVICE PIPE SHALL BE PAID PER LINEAR FOOT INSTALLED.

(7) INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT FOR COMPLETE INSTALLATION OF INDIVIDUAL ITEM AS SPECIFIED ON BID FORM AND UTILITY SPECIFICATIONS.

(8) INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT FOR REMOVAL OF ITEM.

(9) "INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT FOR RETIREMENT OF ITEM INCLUDING STABILIZING THE ITEM OF PLANT PER UTILITY SPECIFICATION

| ESTIMATED PROJECT TOTALS | TOTAL PRICE (1) |
|---|---|
| SUB-TOTAL ROADWAY | 5,868,076.48 |
| SUB-TOTAL SIGNALIZATION/COMMUNICATION | 491,170.50 |
| SUB-TOTAL STREETSCAPE AND ELECTRICAL | 3,412,631.15 |
| SUB-TOTAL WATER AND SEWER | 1,745,450.00 |
| SUB-TOTAL AT&T | 226,400.00 |
| SUB-TOTAL ATMOS GAS | 251,277.00 |
| **Total Project Bid** | 11,995,005.13 |

(1) All Unit Prices and Specific Cash Allowances are included in the above price.
(2) Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.
(3) Bidder accepts the following amendments to the following sections of the "TN Department of Transportation, Standard Specifications for Road and Bridge Construction", Dated January 1, 2015

- Section 104.02, Alterations in Plans or in Character of Construction, Significant Changes in the Character of Work – To be modified as follows:

**Significant Changes in the Character of Work:**

*1. The Engineer reserves the right to make at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project.*

*2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, no adjustment, excluding loss of anticipated profits, will be made to the contract*

*3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.*

*4. An adjustment of the contract terms in accordance with number 2 above will be made only if the Engineer orders, in writing, an alteration in the work or in the quantities that significantly change the character of work. The term "significant change" shall be construed to apply only to the following circumstances:*

*(a) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction.*

*The above provides for adjustments resulting from formal change orders by the Engineer, in writing. Either party may initiate an adjustment and both must be in agreement before the work is performed.*

- Section 108.01 – Subletting of Contract, Omit the first paragraph and replace as follows *"The Contractor shall not sublet, not allow second tier sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts or any portion thereof or of his right, title, or interest therein, without written consent of the Engineer. In case such consent is given, the Contractor will be permitted to sublet or second tier sublet a portion thereof but shall perform with his own organization, work amounting to not less than 50% of the total original contract cost, except that any items designated in the contract documents as "Specialty Items" may be performed by subcontract or second tier sublet and the cost of any such Specialty Items so performed by subcontract and second tier subcontracting may be deducted from the total original cost before computing the amount of work required to be performed by the Contractor with his own organization."*

- Section 109.06 – Partial Payment, Omit the following *"5. The total quantity of stockpiled material for which partial payment is made shall not exceed the estimated plans quantity or that quantity established by the Engineer as being required to complete the project. If project conditions result in less quantity of materials being required to complete the project than that on which stockpile payment has been made, the Contractor shall dispose of the excess materials at no cost to the State."*

- SECTION 101-DEFINITIONS AND TERMS
    - The following definitions are modified as follows:
        - 101.20-Engineer. The Chief Engineer of the Department of Transportation or his duly authorized assistant or representative. The City of Franklin or duly authorized representative.
        - 101.47-Special Provisions (TN Dept. of Transportation or City of Franklin). Provisions inserted into a Contract revising these Specifications or Supplements hereto, and covering conditions peculiar to the individual project. Special Provisions, when approved and accepted for general use are incorporated in the "Revisions and Additions" document.
        - 101.49-State. The State of Tennessee or City of Franklin

## PROPOSAL CERTIFICATION

The undersigned, being first duly sworn, certifies on behalf of the bidder that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal or Contract. This is an official document that is required or authorized by law to be made under oath and is presented in an official proceeding. A person who makes a false statement in this certification is subject to the penalties of perjury.

The undersigned further certifies that said bidder is not under the control of any person, firm, partnership, or corporation, which has or exercises any control of any other person, firm, partnership, or corporation, which is submitting a bid on this Contract.

**EUTAW CONSTRUCTION COMPANY, INC.**
Bidder (1)

By: _____

**MATTHEW K. MCQUEEN -- DIVISION MANAGER**
Printed Name and Title

Sworn to and subscribed before me

this 20 day of January 2016

ERIC R. LOWE
Notary Public

My commission expires July 28, 2019

(Seal)

ERIC R. LOWE
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

_____
Bidder (2)

By: _____

Printed Name and Title

Sworn to and subscribed before me

this _____ day of _____, _____

Notary Public

My commission expires _____

(Seal)

***NOTE: The signature and information for Bidder (2) is to be provided when there is a joint venture.**

CITY OF FRANKLIN, TENNESSEE

FRANKLIN, TENNESSEE

PROPOSAL BOND

CONTRACT NO. 2015-0002

Principal: **Eutaw Construction Company, Inc.**
Print Name of Principal

Surety: **Travelers Casualty and Surety Company of America**
Print Name of Surety

**KNOW ALL MEN BY THESE PRESENTS**, that we, the Principal and Surety above named, are held and firmly bound unto the **CITY** in the full and just sum of five percent (5%) of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**NOW, THEREFORE**, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the **CITY** shall award a Contract to the Principal, the Principal shall, within ten (10) days after written notice of the award is received by him, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the Proposal Bond shall be immediately paid to the **CITY**, not as a penalty, but as agreed upon liquidated damages.

**IN WITNESS WHEREOF**, the Principal has caused these presents to be signed by a duly authorized official and the Surety has caused these presents to be duly signed and sealed by an authorized agent or attorney-in-fact.

| | |
|---|---|
| **Eutaw Construction Company, Inc.** | **Travelers Casualty and Surety Company of America** |
| Principal (1) | Surety (1) |
| By: Alan Lyles, VICE PRESIDENT | By: Amanda Jean Charfauros |
| | General Agent or Attorney-in-Fact<br>**Amanda Jean Charfauros** |
| Alan Lyles, VICE PRESIDENT | **January 20, 2016** |
| Print Name and Title | Date |
| **January 20, 2016** | |
| Date | (Seal) |
| Principal (2) | Surety (2) |
| By: | By: |
| | General Agent or Attorney-in-Fact |
| Print Name and Title | Date |
| Date | (Seal) |

***NOTE: The signature and information for Principal(2) and Surety(2) is to be provided when there is a joint venture.**

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

TRAVELERS

# POWER OF ATTORNEY

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

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

**Attorney-In Fact No.** 229499

**Certificate No.** 006202064

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

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

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

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

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

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

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

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

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

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

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

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

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

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

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

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

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

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

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 20th day of January, 2016.

Kevin E. Hughes, Assistant Secretary

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

# C I T Y  O F  F R A N K L I N

October 1, 2012

## SPECIAL PROVISION
## REGARDING

## *DRUG-FREE WORKPLACE*
## *CONTRACTOR'S AFFIDAVIT*

A) The Tennessee General Assembly has enacted the Drug-Free Workplace Law, 50-9-101 through 50-9-113, Tennessee Code Annotated (TCA) to require employers contracting with state agencies or units of local government to prepare affidavits certifying compliance with the Drug-Free Workplace Program.

B) The statute applies to all employers with no less than five (5) employees receiving pay who contract with the state or any local government to provide construction services. Each such employer must submit an affidavit stating that the employer has in place a program for a drug-free workplace that complies with T.C.A. 50-9-101-113. The statute forbids any local government from entering into any contract or awarding any contract for construction services with any employer who has not provided the affidavit of compliance.

C) An Employer under this amendment is defined to be any private company or corporation. The definition does not include any unit of local government or any utility.

D) Any employer who is found to have violated this provision will be prohibited from contracting with any other local government or state agency until the employer can prove it is in compliance with all the requirements of the Drug-Free Workplace Program. Each additional violation imposes longer time periods of prohibition against contracting with a governmental entity against an employer, up to a period of one year.

E) The employer's affidavit stating that its program provides for a drug-free workplace absolves the local government of any further responsibility for the employer's compliance or lack of compliance with the requirements of the drug-free workplace program.

F) Affidavit must be attached to bid form upon submission.

# C I T Y  O F  F R A N K L I N

## DRUG AND ALCOHOL TESTING REQUIREMENTS:

The City of Franklin has a drug and alcohol testing program for its employees. The program subjects employees and certain applicants, after an offer of employment has been extended, to testing as follows:

| Type of Testing | Drug Testing | Alcohol Testing |
|---|---|---|
| Pre-Employment | CDL*, POLICE, FIRE, DISPATCH | N/A |
| Transfer | CDL, POLICE, FIRE, DISPATCH | N/A |
| Post-Accident | ALL | ALL |
| Reasonable Suspicion | ALL | ALL |
| Random | CDL, POLICE, FIRE, DISPATCH | CDL |
| Return-To-Duty | ALL | ALL |
| Annual Physical | POLICE, FIRE | N/A |

* CDL – Commercial Driver's License

More information concerning the City's drug and alcohol testing program may be obtained from the Human Resources Department at 371-0060.

Pursuant to *Tennessee Code Annotated* §§ 50-9-113** and 50-9-114, bids or proposals for construction services submitted to the City of Franklin must include an affidavit attesting that the bidder or proposer has in effect, at the time of submittal, a drug-free workplace program that complies with Title 50, Chapter 9, *Tennessee Code Annotated*; and further, that the bidding entity's drug and alcohol testing program is operated pursuant to requirements at least as stringent at those of the program operated by the City of Franklin, as described herein.

** *T.C.A.* § 50-9-113 applies to employers with no less than five employees.

# CITY OF FRANKLIN

## DRUG FREE WORKPLACE AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

DRUG FREE WORKPLACE AFFIDAVIT
OF PRIME BIDDER

**NOW COMES AFFIANT**, who being duly sworn, deposes and says:

1. He/She is the principal officer for: EUTAW CONSTRUCTION COMPANY, INC.
(Name of Bidding Entity)
109 WEST COMMERCE STREET
(Address of Bidding Entity)
ABERDEEN, MS 39730

2. That the bidding entity has submitted a bid to the City of Franklin on:

HILLSBORO ROAD (SR 106)
(Insert Project Name)

3. That the bidding entity employs no less than five (5) employees.

4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with T.C. A. § 50-9-101-113.

5. That the affidavit is made on personal knowledge.

**Further Affiant says not.**

Alan Ryles, VICE PRESIDENT
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18th DAY OF January, 2016.

Angela C. Durham
NOTARY PUBLIC

STATE OF MISSISSIPPI
ANGELA C. DURHAM
ID# 98714
NOTARY PUBLIC
Comm. Expires
April 3, 2019
MADISON COUNTY

**END OF SECTION**

| PROJECT QUANTITIES (COORDINATE WITH TABULATED DATA FOR ADDITIONAL FOOTNOTES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOTNOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT COST | TOTAL |
| | | | | | | | | |
| | 105-01 | CONSTRUCTION STAKES LINES AND GRADES | L.S. | 0.64 | 0.36 | 1.00 | $110,000.00 | $110,000.00 |
| (9) | 201-01 | CLEARING AND GRUBBING | L.S. | 0.64 | 0.36 | 1.00 | $20,478.98 | $20,478.98 |
| (9) | 202-01 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS IN ACCORDANCE WITH SECTION 202-01 OF THE STANDARD SPECIFICATIONS, INCLUSIVE BUT NOT LIMITED TO ITEMS SUCH AS SIGNS, CURBS (CONCRETE/ASPHALT), MAILBOXES AND ALL OTHER ITEMS WITHIN THE GRADING LIMITS UNLESS OTHERWISE NOTED TO REMAIN.) | L.S. | 0.64 | 0.36 | 1.00 | $100,000.00 | $100,000.00 |
| | 203-01 | ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED) | C.Y. | 4,874 | 2,746 | 7,620 | $9.00 | $68,580.00 |
| (14) | 203-02.03 | BORROW EXCAVATION (SOLID ROCK, MAX SIZE 6") | TON | 2,500 | 2,500 | 5,000 | $16.00 | $80,000.00 |
| | 203-03 | BORROW EXCAVATION (UNCLASSIFIED) | C.Y. | 1,251 | 704 | 1,955 | $39.00 | $76,245.00 |
| | 203-04 | PLACING AND SPREADING TOPSOIL | C.Y. | 882 | 497 | 1,379 | $8.00 | $11,032.00 |
| | 203-05 | UNDERCUTTING (UNIT PRICE BIDS INCLUDES MINERAL AGGREGATE, SIZE 1 BACKFILL) | C.Y. | 731 | 412 | 1,143 | $49.00 | $56,007.00 |
| | 203-06 | WATER | M.G. | 1,222 | 689 | 1,911 | $3.00 | $5,733.00 |
| | 203-07 | FURNISHING & SPREADING TOPSOIL | C.Y. | 1,289 | 726 | 2,015 | $20.00 | $40,300.00 |
| | | | | | | | | $0.00 |
| | 204-08 | FOUNDATION FILL MATERIAL | C.Y. | 322 | 182 | 504 | $41.00 | $20,664.00 |
| (1) | 204-08.01 | BACKFILL MATERIAL (FLOWABLE FILL, INCLUDES 100 C.Y. NON-PARTICIPATING FOR WATER AND SEWER CONSTRUCTION) | C.Y. | 656 | 469 | 1,125 | $110.00 | $123,750.00 |
| | 209-05 | SEDIMENT REMOVAL | C.Y. | 62 | 35 | 97 | $6.00 | $582.00 |
| (2) | 209-08.02 | TEMPORARY SILT FENCE WITH BACKING, (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.) | L.F. | 1,855 | 1,045 | 2,900 | $4.00 | $11,600.00 |
| | 209-08.06 | ENHANCED SILT FENCE CHECK (TRAPEZOIDAL), DEPTH, OR AS DIRECTED BY THE ENGINEER, AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.) | EACH | 12 | 7 | 19 | $320.00 | $6,080.00 |
| | | | | | | | | $0.00 |
| | 209-09.41 | CURB INLET PROTECTION (TYPE 2), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.) | EACH | 38 | 22 | 60 | $180.00 | $10,800.00 |
| | 209-40.41 | CATCH BASIN FILTER ASSEMBLY (TYPE 1), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.) | EACH | 22 | 13 | 35 | $420.00 | $14,700.00 |
| | 209-40.42 | CATCH BASIN FILTER ASSEMBLY (TYPE 2), (AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.) | EACH | 4 | 2 | 6 | $680.00 | $4,080.00 |
| (15) | 303-01 | MINERAL AGGREGATE TYPE A BASE GRADING "D", (INCLUDES 4714 TONS FOR MAINTENANCE OF TRAFFIC) | TON | 13,451 | 7,577 | 21,028 | $18.00 | $378,504.00 |
| (4) | 303-01.01 | GRANULAR BACKFILL (ROADWAY) | TON | 737 | 415 | 1,152 | $27.00 | $31,104.00 |
| | 307-02.01 | ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A , (INCLUDES 1619 TONS FOR MAINTENANCE OF TRAFFIC) | TON | 4,457 | 2,510 | 6,967 | $61.00 | $424,987.00 |
| | 307-02.02 | ASPHALT CEMENT (PG70-22)(BPMB-HM) GRADING A-S , (INCLUDES 41 TONS FOR MAINTENANCE OF TRAFFIC) | TON | 113 | 64 | 177 | $610.00 | $107,970.00 |
| | 307-02.03 | AGGREGATE (BPMB-HM) GRADING A-S MIX , (INCLUDES 1,226 TONS FOR MAINTENANCE OF TRAFFIC) | TON | 3,374 | 1,901 | 5,275 | $45.00 | $237,375.00 |
| (16) | 307-02.08 | ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2 , (INCLUDES 795 TONS FOR MAINTENANCE OF TRAFFIC, INCLUDES 160 TONS NON-PARTICIPATING FOR WATER AND SEWER CONSTRUCTION) ) | TON | 2,339 | 1,317 | 3,656 | $63.00 | $230,328.00 |
| | 402-01 | BITUMINOUS MATERIAL FOR PRIME COAT (PC), (INCLUDES 13 TONS FOR MAINTENANCE OF TRAFFIC) | TON | 39 | 22 | 61 | $790.00 | $48,190.00 |

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| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 402-02 | AGGREGATE FOR COVER MATERIAL (PC), (INCLUDES 51 TONS FOR MAINTENANCE OF TRAFFIC) | TON | 155 | 87 | 242 | $25.00 | $6,050.00 |
| | 403-01 | BITUMINOUS MATERIAL FOR TACK COAT (TC), (INCLUDES 7 TONS FOR MAINTENANCE OF TRAFFIC, INCLUDES 0.03 TONS NON-PARTICIPATING FOR WATER AND SEWER CONSTRUCTION) ) | TON | 21 | 12 | 33 | $680.00 | $22,440.00 |
| (7) | 407-20.05 | SAW CUTTING ASPHALT PAVEMENT, (TO BE USED AS DIRECTED BY THE ENGINEER FOR CONNECTIONS AT EXISTING ROADWAYS. IF THE CONTRACTOR ELECTS TO SAW CUT FOR OTHER PURPOSES, PAYMENT SHALL BE DISALLOWED UNLESS PRE-APPROVED BY THE ENGINEER.) | L.F. | 5,059 | 2,850 | 7,909 | $1.50 | $11,863.50 |
| (17) | 411-02.10 | ACS MIX(PG70-22) GRADING D , (INCLUDES 466 TONS FOR MAINTENANCE OF TRAFFIC, INCLUDES 33 TONS NON-PARTICIPATING FOR WATER AND SEWER CONSTRUCTION) ) | TON | 1,702 | 959 | 2,661 | $86.00 | $228,846.00 |
| (6) | 415-01.02 | COLD PLAINING BITUMINOUS PAVEMENT, (DEPTH 1.25" +/-, TO BE USED AS DIRECTED BY THE ENGINEER . UNIT PRICE INCLUDES ALL WORK NECESSARY TO PREPARE THE AREA FOR PAVING.) | S.Y. | 3,660 | 2,062 | 5,722 | $4.00 | $22,888.00 |
| (7) | 502-04.01 | SAW CUTTING CONCRETE PAVEMENT | L.F. | 15 | 9 | 24 | $3.50 | $84.00 |
| | | | | | | | | $0.00 |
| | 607-03.02 | 18" CONCRETE PIPE CULVERT (CLASS III) | L.F. | 2,190 | 1,233 | 3,423 | $47.00 | $160,881.00 |
| | 607-05.02 | 24" CONCRETE PIPE CULVERT (CLASS III) | L.F. | 400 | 225 | 625 | $58.00 | $36,250.00 |
| | 607-06.02 | 30" CONCRETE PIPE CULVERT (CLASS III) | L.F. | 108 | 61 | 169 | $72.00 | $12,168.00 |
| | 607-07.02 | 36" CONCRETE PIPE CULVERT (CLASS III) | L.F. | 604 | 341 | 945 | $92.00 | $86,940.00 |
| | 607-08.02 | 42" CONCRETE PIPE CULVERT (CLASS III) | L.F. | 1,361 | 767 | 2,128 | $110.00 | $234,080.00 |
| | 607-09.02 | 48" CONCRETE PIPE CULVERT (CLASS III) | L.F. | 207 | 117 | 324 | $140.00 | $45,360.00 |
| (4) | 607-50.09 | PRECAST CONCRETE BOX CULVERT (6' X 4') | L.F.. | 704 | 396 | 1,100 | $450.00 | $495,000.00 |
| | 611-01.02 | MANHOLE, DEPTH 4' - 8' (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION) | EACH | 1 | 1 | 2 | $3,700.00 | $7,400.00 |
| | 611-01.20 | ADJUSTMENT OF EXISTING MANHOLE | EACH | 2 | 2 | 4 | $580.00 | $2,320.00 |
| | 611-07.54 | 18" ENDWALL (CROSS DRAIN 3:1) | EACH | 1 | 0 | 1 | $1,500.00 | $1,500.00 |
| | 611-07.63 | 36" ENDWALL (CROSS DRAIN 3:1) | EACH | 0 | 1 | 1 | $3,300.00 | $3,300.00 |
| | | | | | | | | |
| (5) | 611-12.02 | CATCH BASINS, TYPE 12, DEPTH 4' - 8' (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION) | EACH | 19 | 11 | 30 | $5,000.00 | $150,000.00 |
| (5) | 611-12.03 | CATCH BASINS, TYPE 12, DEPTH 8' - 12' (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION) | EACH | 5 | 3 | 8 | $6,300.00 | $50,400.00 |
| (5) | 611-14.01 | CATCH BASINS, TYPE 14, DEPTH 4' - 8' (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION) | EACH | 8 | 5 | 13 | $7,700.00 | $100,100.00 |
| (5) | 611-14.02 | CATCH BASINS, TYPE 14, DEPTH 8' - 12' (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION) | EACH | 6 | 3 | 9 | $10,000.00 | $90,000.00 |
| | 611-39.02 | CATCH BASINS, TYPE 39 DEPTH 4' - 8', (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION) | EACH | 4 | 2 | 6 | $5,200.00 | $31,200.00 |
| | 611-42.01 | CATCH BASINS, TYPE 42, DEPTH 0' - 4', (COMPLETE IN-PLACE, INCLUSIVE OF ALL EXCAVATION, BACKFILL, CASTINGS, BRICK WORK AND APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION, QUANTITY INCLUDES 6 STRUCTURES TO BE COORDINATED WITH STREETSCAPE PLANS PREPARED BY EG&G, INC.) | EACH | 22 | 13 | 35 | $2,700.00 | $94,500.00 |
| | 701-01.07 | EXPOSED AGGREGATE CONCRETE DRIVEWAY(6" THICKNESS W/ FIBER MESH AND 4" AGGREGATE CLASS "A" GRADING "D" BASE) | S.F. | 589 | 332 | 921 | $10.00 | $9,210.00 |
| | 701-02 | CONCRETE DRIVEWAY (6" THICKNESS W/ FIBER MESH AND 4" AGGREGATE CLASS "A" GRADING "D" BASE) | S.F | 606 | 342 | 948 | $7.50 | $7,110.00 |
| | 701-02.03 | CONCRETE CURB RAMP (APPROACH APRON TO BACK OF RIGHT-OF-WAY, 8" THICKNESS W/ FIBER MESH AND 4" AGGREGATE CLASS "A" GRADING "D" BASE) | S.F. | 4,146 | 2,336 | 6,482 | $7.50 | $48,615.00 |
| | 702-01.01 | EXTRUDED MOUNTABLE CURB | L.F. | 404 | 227 | 631 | $12.00 | $7,572.00 |
| | 702-01.02 | CONCRETE CURB (TYPE "A") | L.F. | 179 | 101 | 280 | $29.00 | $8,120.00 |
| | 702-03 | CONCRETE COMBINED CURB & GUTTER | C.Y. | 362 | 204 | 566 | $270.00 | $152,820.00 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| (3) | 707-08.11 | HIGH-VISIBILITY CONSTRUCTION FENCE, (INCLUDES 900 L.F. TO BE USED WITH EROSION CONTROL, UNIT PRICE BID INCLUDES COST OF ADJUSTMENTS NECESSARY AS THE CONSTRUCTION PHASES EVOLVE THROUGHOUT THE CONSTRUCTION PROJECT.) | L.F. | 6,755 | 3,805 | 10,560 | $1.50 | $15,840.00 |
| | 708-02.01 | MARKERS (CONCRETE R.O.W. POST) | EACH | 15 | 9 | 24 | $230.00 | $5,520.00 |
| | 709-05.06 | MACHINED RIP-RAP (CLASS A-1) | TON | 15 | 8 | 23 | $39.00 | $897.00 |
| | 709-05.07 | MACHINED RIP-RAP (CLASS A-2) | TON | 6 | 4 | 10 | $40.00 | $400.00 |
| | 710-02 | AGGREGATE UNDERDRAINS (WITH PIPE) | L.F. | 7,446 | 4,194 | 11,640 | $4.50 | $52,380.00 |
| (13) | 712-01 | TRAFFIC CONTROL (UNIT PRICE BID INCLUDES INSTALLATION AND REMOVAL COST OF ALL CONFLICTING PAVEMENT MARKINGS (TEMPORARY OR PERMANENT) INCLUSIVE OF TEMPORARY MARKINGS ON THE FINAL ASPHALT TOPPING.) | L.S. | 1 | 0 | 1 | $85,000.00 | $85,000.00 |
| | 712-02.02 | INTERCONNECTED PORTABLE BARRIER RAIL, (ESTIMATED QUANTITY IS BASED ON PHASE, WHICH REQUIRES HIGHEST QUANTITY. UNIT PRICE BID INCLUDES COST OF ADJUSTMENTS NECESSARY AS THE CONSTRUCTION PHASES EVOLVE THROUGHOUT THE DURATION OF THE PROJECT.) | L.F. | 3,837 | 2,163 | 6,000 | $47.00 | $282,000.00 |
| | 712-04.01 | FLEXIBLE DRUMS (CHANNELIZING), (ESTIMATED QUANTITY IS BASED ON PHASE WHICH REQUIRES HIGHEST QUANTITY. UNIT PRICE BID INCLUDES COST OF ADJUSTMENTS NECESSARY AS THE CONSTRUCTION PHASES EVOLVE THROUGHOUT THE DURATION OF THE PROJECT.) | EACH | 629 | 353 | 982 | $37.00 | $36,334.00 |
| | 712-04.10 | TEMPORARY FLEXIBLE TUBULAR DELINEATOR (36" to 42" HEIGHT), (ESTIMATED QUANTITY IS BASED ON PHASE WHICH REQUIRES HIGHEST QUANTITY. UNIT PRICE BID INCLUDES COST OF ADJUSTMENTS NECESSARY AS THE CONSTRUCTION PHASES EVOLVE THROUGHOUT THE CONSTRUCTION PROJECT.) | EACH | 343 | 193 | 536 | $48.00 | $25,728.00 |
| (18) | 712-06 | SIGNS (CONSTRUCTION), (ESTIMATED QUANTITY IS BASED ON PHASE WHICH REQUIRES HIGHEST QUANTITY. UNIT PRICE BID INCLUDES COST OF ADJUSTMENTS NECESSARY AS THE CONSTRUCTION PHASES EVOLVE THROUGHOUT THE CONSTRUCTION PROJECT.) | S.F. | 280 | 158 | 438 | $6.50 | $2,847.00 |
| | 712-06.01 | VERTICAL PANELS (ESTIMATED QUANTITY IS BASED ON PHASE, WHICH REQUIRES HIGHEST QUANTITY. UNIT PRICE BID INCLUDES COST OF ADJUSTMENTS NECESSARY AS THE CONSTRUCTION PHASES EVOLVE THROUGHOUT THE DURATION OF THE PROJECT.) | S.F. | 768 | 434 | 1,202 | $13.00 | $15,626.00 |
| | 712-06.11 | CONSTRUCTION IDENTIFICATION SIGNS | EACH | 3 | 0 | 3 | $260.00 | $780.00 |
| (3), (11) | 712-08.01 | UNIFORMED POLICE OFFICER OR UTILITY INSPECTOR | HOUR | 1,919 | 1,081 | 3,000 | $40.00 | $120,000.00 |
| (8) | 713-11.02 | PERFORATED/KNOCKOUT SQUARE TUBE POST (COORDINATE WITH STD. DRAWING T-S-17) | LB | 99 | 338 | 437 | $110.00 | $48,070.00 |
| (8) | 713-13.03 | FLAT SHEET ALUMINUM SIGNS (0.100" THICK) | S.F. | 18 | 211 | 229 | $23.00 | $5,267.00 |
| (3) | 713-16.04 | CHANGEABLE MESSAGE SIGN UNIT (MEETS MUTCD REQUIREMENTS FOR PORTABLE MESSAGE SIGNS, COORDINATE WITH PROJECT MANUAL. SHALL BE IN ACCORDANCE WITH SPECIFICATIONS CONTAINED IN THE PROJECT MANUAL. AT COMPLETION OF THE PROJECT THE SIGNS SHALL BECOME PROPERTY OF THE CITY OF FRANKLIN STREET DEPARTMENT. THE SIGNS SHALL BE IN LIKE NEW CONDITION, PROPER WORKING ORDER WITH ALL FACTORY MANUALS. A WARRANTY SHALL BE CONVEYED TO THE CITY OF FRANKLIN AT THE COMPLETION OF THE PROJECT FOR A PERIOD EQUAL TO THAT OF THE ORIGINAL AS FURNISHED BY THE MANUFACTURER.) | EACH | 1 | 1 | 2 | $21,000.00 | $42,000.00 |
| | 716-13.01 | SPRAY THERMO PAVEMENT MARKING (60 MIL), (4" LINE - SSWL, SSYL, DSYL, SBYL & SBWL) | LIN. MI. | 3.24 | 1.83 | 5.07 | $3,100.00 | $15,717.00 |
| | 716-13.02 | SPRAY THERMO PAVEMENT MARKING (60 MIL), (6" LINE - SSWL-EDGE LINE) | LIN. MI. | 0.88 | 0.49 | 1.37 | $3,600.00 | $4,932.00 |
| | 716-02.05 | PLASTIC PAVEMENT MARKING (STOP LINE) | L.F. | 143 | 81 | 224 | $16.00 | $3,584.00 |
| | 716-02.06 | PLASTIC PAVEMENT MARKING TURN LANE ARROW (LEFT OR RIGHT) | EACH | 11 | 2 | 13 | $160.00 | $2,080.00 |
| | 716-02.09 | PLASTIC PVMNT MARKING (LONGITUDINAL CROSS-WALK), (QUANTITY IS CALCULATED FROM FACE OF CURB TO FACE OF CURB) | L.F. | 244 | 138 | 382 | $42.00 | $16,044.00 |
| | 716-04.01 | PLASTIC PAVEMENT MARKING - (STRAIGHT-TURN ARROW) | EACH | 2 | 0 | 2 | $210.00 | $420.00 |
| | 716-04.05 | PLASTIC PAVEMENT MARKING - (STRAIGHT ARROW) | EACH | 1 | 3 | 4 | $130.00 | $520.00 |
| | 716-04.15 | PLASTIC PAVEMENT MARKING - (BIKE SYMBOL/ARROW) | EACH | 5 | 3 | 8 | $580.00 | $4,640.00 |
| (10) | 716-05.01 | PAINTED PAVEMENT MARKING (4" LINE, SSWL, SSYL, DSYL, SBYL & SBWL) | LIN. MI. | 4.39 | 2.47 | 6.86 | $1,600.00 | $10,976.00 |
| (10) | 716-05.05 | PAINTED PAVEMENT MARKING (STOP LINE) | L.F. | 143 | 81 | 224 | $6.50 | $1,456.00 |
| (10) | 716-05.20 | PAINTED PAVEMENT MARKING (6" LINE) | LIN. MI. | 0.64 | 0.36 | 1.00 | $1,700.00 | $1,700.00 |
| | 717-01 | MOBILIZATION | L.S. | 1 | 0 | 1 | $595,000.00 | $595,000.00 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| (12) | 722-01.02 | FIELD OFFICE (TYPE 2), (ALLOWANCE) | L.S. | 1 | 0 | 1 | $25,000.00 | $25,000.00 |
| (2) | 740-11.03 | TEMPORARY SEDIMENT TUBE 18 INCH (TO BE USED FOR EROSION CONTROL OF "V-DITCH", AFTER THE INITIAL INSTALLATION ALL COST ASSOCIATED WITH REPAIR, MAINTENANCE AND REPLACEMENT DURING THE LIFE OF THIS CONTRACT SHALL BE AT THE CONTRACTORS EXPENSE.) | L.F. | 1,855 | 1,045 | 2,900 | $3.50 | $10,150.00 |
| | 771-30.28 | TEMPORARY ASPHALT (COLD MIX, TO BE USED AS DIRECTED BY THE ENGINEER) | S.F. | 4,797 | 2,703 | 7,500 | $3.00 | $22,500.00 |
| | 793-14.10 | CORE DRILL CONCRETE STRUCTURES (6" TO 12" DIA., MANHOLE, CATCHBASIN, UTILITY MANHOLE) | EACH | 5 | 5 | 10 | $160.00 | $1,600.00 |
| | 801-01.07 | TEMPORARY SEEDING (WITH MULCH) | UNIT | 78 | 44 | 122 | $22.00 | $2,684.00 |
| (7) | 801-01.17 | BONDED FIBER MATRIX HYDROMULCH (WITH TEMPORARY SEED) | UNIT | 78 | 44 | 122 | $74.00 | $9,028.00 |
| | 801-03 | WATER (SEEDING & SODDING) | M.G. | 182 | 102 | 284 | $31.00 | $8,804.00 |
| (8) | 803-01 | SODDING (NEW SOD, INSTALLATION SHALL BE INSTALLED ON TOPSOIL. TOPSOIL SHALL HAVE A MINIMUM DEPTH OF 6 INCHES) | S.Y. | 8,685 | 4,893 | 13,578 | $2.50 | $33,945.00 |
| (7) | 805-12.03 | EROSION CONTROL BLANKET (TYPE III) | S.Y. | 2,500 | 2,500 | 5,000 | $2.50 | $12,500.00 |
| | | | | | | | | |
| | | **SUB-TOTAL** | | | | | | **$5,868,076.48** |

**ROADWAY FOOTNOTES:**

(1) TO BE USED AS DIRECTED FOR STORM DRAIN CROSSINGS

(2) ITEM 209-08.02 & 740-11.03 MAY BE INTERCHANGED AS APPROPRIATE BASED ON CONSTRUCTION ACTIVITIES

(3) TO BE USED AND LOCATED AS DIRECTED BY THE ENGINEER

(4) TO BE USED FOR CONSTRUCTION OF THE BOX CULVERT UTILIZED AS PART OF THE STORM DRAINAGE SYSTEM

(5) CURB IRON TO HAVE A SOLID BACK PER CITY OF FRANKLIN REQUIREMENTS

(6) TO BE USED AS DIRECTED BY THE ENGINEER NORTH OF CLAUDE YATES DRIVE

(7) TO BE USED AS DIRECTED BY THE ENGINEER

(8) COORDINATE WITH DESIGN DOCUMENTS PREPARED BY EG&G

(9) PRIOR TO REMOVAL THE CONTRACTOR SHALL SUBMIT A PLAN OF OPERATIONS FOR APPROVAL BY THE ENGINEER.

(10) TO BE USED FOR MAINTENANCE OF TRAFFIC DURING CONSTRUCTION AS DIRECTED BY THE ENGINEER.

(11) CITY ORDINANCE REQUIRES THAT OFF DUTY FRANKLIN POLICE OFFICERS BE USED FOR SPECIAL EVENTS AND CONSTRUCTION ACTIVITIES.

(12) THE CITY CURRENTLY HAS A BUILDING THAT MAY BE AVAILABLE FOR USE FOR PROJECT MEETINGS. THEREFORE, THEY RESERVE THE OPTION TO USE THAT FACILITY FOR MEETINGS. IF THE CITY BUILDING IS UTILIZED AS A MEETING SPACE, A PROPOSAL REQUEST WILL BE ISSUED FOR ITEMS OF WORK NECESSARY TO BRING THE FACILITY INTO CONFORMANCE WITH THE FIELD OFFICE SPECIFICATION.

(13) COORDINATE WITH ITEM NO. 712-99.92

(14) TO BE USED FOR BACKFILLING LARGE UTILITY TRENCH EXCAVATIONS WITH FILTER STONE AS DIRECTED BY THE ENGINEER.

(15) INCLUDES 4714 TONS FOR MAINTENANCE OF TRAFFIC

(16) INCLUDES 795 TONS FOR MAINTENANCE OF TRAFFIC, INCLUDES 160 TONS NON-PARTICIPATING FOR WATER AND SEWER CONSTRUCTION.

(17) INCLUDES 466 TONS FOR MAINTENANCE OF TRAFFIC, INCLUDES 33 TONS NON-PARTICIPATING FOR WATER AND SEWER CONSTRUCTION.

(18) ESTIMATED QUANTITY IS BASED ON PHASE WHICH REQUIRES HIGHEST QUANTITY. UNIT PRICE BID INCLUDES COST OF ADJUSTMENTS NECESSARY AS THE CONSTRUCTION PHASES EVOLVE THROUGHOUT THE CONSTRUCTION PROJECT.

**ESTIMATED SIGNALIZATION QUANTITIES**

| FOOTNOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT COST | TOTAL |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| (1) | 712-99.92 | TRAFFIC CONTROL (SIGNALIZATION, SCHOOL FLASHER AND SIGNAL COMMUNICATION INSTALLATION) | LS | 1 | 0 | 1 | $3,790.00 | $3,790.00 |
| (10) | 713-16.20 | SIGNS (OVERHEAD STREET NAME SIGNS) | EACH | 12 | 0 | 12 | $3,000.00 | $36,000.00 |
| (6) | 713-16.22 | SIGNS (R10-12, 24"X30") | EACH | 3 | 0 | 3 | $270.00 | $810.00 |
| | 713-16.23 | SIGNS (SPEED LIMIT 20 MPH WHEN FLASHING, 48" X 36") (INCLUDES FLASHER AND BEACON) | EACH | 2 | 0 | 2 | $1,120.00 | $2,240.00 |
| | 725-02.06 | VIDEO ENCODER | EACH | 1 | 0 | 1 | $2,750.00 | $2,750.00 |
| (15) | 725-02.25 | FIELD HUB SWITCH (INSTALL ONLY) | EACH | 4 | 0 | 4 | $2,440.00 | $9,760.00 |
| (17) | 725-03.80 | CCTV CAMERA SYSTEM | EACH | 1 | 0 | 1 | $4,840.00 | $4,840.00 |
| (18) | 725-05.01 | MODEL 336A CABINET WITH CAMERA CONTROLLER | EACH | 1 | 0 | 1 | $5,710.00 | $5,710.00 |
| | 725-05.06 | FUSION SPLICE | EACH | 16 | 0 | 16 | $560.00 | $8,960.00 |
| (21) | 725-10.36 | PRE-TERMINATED FIBER OPTIC CABLE ASSEMBLY (12 COUNT SMFO) | EACH | 6 | 0 | 6 | $670.00 | $4,020.00 |
| | 725-10.64 | FIBER OPTIC CABLE (12 COUNT SMFO) | L.F. | 5,400 | 0 | 5,400 | $2.70 | $14,580.00 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 725-20.54 | CABLE (1/C #8 AWG) | L.F. | 120 | 0 | 120 | $1.20 | $144.00 |
| | 725-20.55 | CABLE (1/C #6 AWG, INCLUDES 650 L.F. PARTICIPATING FOR SCHOOL FLASHER INSTALLATION) | L.F. | 825 | 0 | 825 | $1.40 | $1,155.00 |
| (9) | 730-01.02 | REMOVAL OF SIGNAL EQUIPMENT | L.S. | 1 | 0 | 1 | $2,600.00 | $2,600.00 |
| | 730-02.09 | SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE) | EACH | 15 | 0 | 15 | $1,000.00 | $15,000.00 |
| | 730-02.17 | SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE, 3 LEFT) | EACH | 3 | 0 | 3 | $1,580.00 | $4,740.00 |
| | 730-03.21 | INSTALL PULL BOX (TYPE B, INCLUDES 2 EACH PARTICIPATING FOR SCHOOL FLASHER INSTALLATION) | EACH | 20 | 0 | 20 | $470.00 | $9,400.00 |
| | 730-03.23 | INSTALL PULL BOX (FIBER OPTIC-TYPE A) | EACH | 9 | 0 | 9 | $1,480.00 | $13,320.00 |
| | 730-03.24 | INSTALL PULL BOX (FIBER OPTIC-TYPE B) | EACH | 4 | 0 | 4 | $1,630.00 | $6,520.00 |
| | 730-03.25 | INSTALL PULL BOX (ELECTRICAL-TYPE C) | EACH | 2 | 0 | 2 | $470.00 | $940.00 |
| (2,19) | 730-05.01 | ELECTRICAL SERVICE CONNECTION (INCLUDES 2 EACH PARTICIPATING FOR SCHOOL FLASHER INSTALLATION) | EACH | 5 | 0 | 5 | $4,160.00 | $20,800.00 |
| | 730-08.01 | SIGNAL CABLE - 3 CONDUCTOR | L.F. | 300 | 0 | 300 | $1.10 | $330.00 |
| | 730-08.02 | SIGNAL CABLE - 5 CONDUCTOR (INCLUDES 125 L.F. PARTICIPATING FOR SCHOOL FLASHER INSTALLATION) | L.F. | 825 | 0 | 825 | $1.30 | $1,072.50 |
| | 730-08.03 | SIGNAL CABLE - 7 CONDUCTOR | L.F. | 1,900 | 0 | 1,900 | $1.50 | $2,850.00 |
| (11) | 730-08.10 | SIGNAL CABLE (EMERGENCY PREEMPTION CABLE) | L.F. | 700 | 0 | 700 | $3.10 | $2,170.00 |
| | 730-12.01 | CONDUIT 1" DIAMETER (PVC) | L.F. | 70 | 0 | 70 | $9.50 | $665.00 |
| | 730-12.02 | CONDUIT 2" DIAMETER (PVC, INCLUDES 200 L.F. PARTICIPATING FOR SCHOOL FLASHER INSTALLATION) | L.F. | 1,260 | 0 | 1,260 | $9.90 | $12,474.00 |
| | 730-12.03 | CONDUIT 3" DIAMETER (PVC) | L.F. | 1,920 | 0 | 1,920 | $11.25 | $21,600.00 |
| | 730-13.03 | VEHICLE DETECTOR (4 - CHANNEL, RACK MOUNT) | EACH | 6 | 0 | 6 | $500.00 | $3,000.00 |
| (4) | 730-13.06 | VEHICLE DETECTOR (OPTICALLY ACTIVATED PRIORITY CONTROL) | EACH | 4 | 0 | 4 | $2,450.00 | $9,800.00 |
| (5) | 730-13.08 | VEHICLE DETECTOR (RADIO/GPS ACTIVATED PRIORITY CONTROL) | EACH | 2 | 0 | 2 | $5,610.00 | $11,220.00 |
| | 730-14.01 | SHIELDED DETECTOR CABLE | L.F. | 3,200 | 0 | 3,200 | $1.10 | $3,520.00 |
| | 730-14.02 | SAW SLOT | L.F. | 1,900 | 0 | 1,900 | $4.10 | $7,790.00 |
| | 730-14.03 | LOOP WIRE | L.F. | 3,400 | 0 | 3,400 | $0.75 | $2,550.00 |
| (13) | 730-15.07 | CABINET (FLASHING BEACON, FOR SCHOOL FLASHER INSTALLATION) | EACH | 2 | 0 | 2 | $1,160.00 | $2,320.00 |
| (20) | 730-15.11 | MODIFY CABINET (FO COMMUNICATION) | EACH | 1 | 0 | 1 | $820.00 | $820.00 |
| (12, 13) | 730-15.32 | CABINET (EIGHT PHASE BASE MOUNTED) | EACH | 2 | 0 | 2 | $26,410.00 | $52,820.00 |
| (27) | 730-16.02 | EIGHT PHASE ACTUATED CONTROLLER | EACH | 2 | 0 | 2 | $4,100.00 | $8,200.00 |
| (25) | 730-16.03 | CONTROLLER (FLASHING BEACON, FOR SCHOOL FLASHER INSTALLATION) | EACH | 2 | 0 | 2 | $1,160.00 | $2,320.00 |
| (16) | 730-22.36 | CCTV POLE 50' POLE HEIGHT/LOWERING DEVICE | EACH | 1 | 0 | 1 | $18,350.00 | $18,350.00 |
| (3) | 730-23.30 | PEDESTAL POLE (STANDARD) | EACH | 7 | 0 | 7 | $1,460.00 | $10,220.00 |
| | 730-23.36 | CANTILEVER SIGNAL SUPPORT (1 ARM @ 30') | EACH | 1 | 0 | 1 | $10,840.00 | $10,840.00 |
| (3) | 730-23.37 | CANTILEVER SIGNAL SUPPORT (1 ARM @ 35') | EACH | 2 | 0 | 2 | $11,880.00 | $23,760.00 |
| (3) | 730-23.39 | CANTILEVER SIGNAL SUPPORT (1 ARM @ 45') | EACH | 2 | 0 | 2 | $12,620.00 | $25,240.00 |
| (14) | 730-23.64 | CANTILEVER SIGNAL SUPPORT (1 ARM @ 30', FOR SCHOOL FLASHER INSTALLATION) | EACH | 2 | 0 | 2 | $10,840.00 | $21,680.00 |
| (3) (7) | 730-23.97 | CANTILEVER SIGNAL SUPPORT (1 ARM @ 50') | EACH | 1 | 0 | 1 | $12,910.00 | $12,910.00 |
| (3) (7) | 730-23.98 | CANTILEVER SIGNAL SUPPORT (1 ARM @ 55') | EACH | 1 | 0 | 1 | $14,920.00 | $14,920.00 |
| (3) (7) | 730-23.99 | CANTILEVER SIGNAL SUPPORT (1 ARM @ 60') | EACH | 1 | 0 | 1 | $17,340.00 | $17,340.00 |
| (8) | 730-26.02 | PEDESTRIAN PUSHBUTTON WITH 15" SIGN | EACH | 12 | 0 | 12 | $310.00 | $3,720.00 |
| | 730-26.05 | COUNTDOWN PEDESTRIAN SIGNAL | EACH | 12 | 0 | 12 | $630.00 | $7,560.00 |
| (3) | 920-10.04 | PEDESTRIAN PUSHBUTTON POST (STANDARD) | EACH | 1 | 0 | 1 | $840.00 | $840.00 |
| (22, 24, 26) | 920-12.04 | ETHERNET/FIBER CONVERTER | EACH | 6 | 0 | 6 | $970.00 | $5,820.00 |
| (23) | 920-10.06 | TEMPORARY TRAFFIC SIGNAL POLES | L.S. | 1 | 0 | 1 | $4,370.00 | $4,370.00 |
| | | | | | | | | |
| | | **SUB-TOTAL** | | | | | | **$491,170.50** |

**SIGNAL/COMMUNICATION FOOTNOTES:**

(1) ITEM INCLUDES ALL TRAFFIC CONTROL FOR INSTALLATION OF TRAFFIC SIGNAL AS NOTED ON THE PLAN SHEETS AND AS REQUIRED TO COMPLETE THE PROJECT.

(2) THE CONTRACTOR WILL BE RESPONSIBLE FOR CONTACTING THE LOCAL UTILITY TO OBTAIN THE ESTIMATE FOR ANY CHANGES BY THE UTILITY FOR PROVIDING ELECTRICAL SERVICE TO THE CONTROLLER. THESE CHARGES SHALL BE INCLUDED IN THE PRICE FOR ITEM NO. 730-05.01 FOR PAYMENT BY THE CONTRACTOR. ITEM INCLUDES MILBANK ELECTRICAL SERVICE PEDESTAL MODEL NO. CP3B51110A22SL1, AS INDICATED ON THE PLANS. COORDINATE COLOR OF MILBANK WITH CITY PRIOR TO ORDERING.

(3) ITEM INCLUDES SUPPORT POLE, INSTALLATION OF SUPPORT POLE AND FOUNDATION.

(4) ITEM INCLUDES FURNISHING AND INSTALLING A OPTICOM; VEHICLE DETECTION MODEL 721 DETECTOR, EMERGENCY PREEMPT UNIT AND ALL ANCILARY WIRING AND SENSORS NEEDED TO PROVIDE EMERGENCY VEHILCE PREEMTION AS INDICATED ON THE PLANS.

(5) ITEM INCLUDES FURNISHING AND INSTALLING ALL WIRING AND SENSORS NEEDED TO PROVIDE OPTOCOM VEHICLE DETECTION (RADIO/GPS ACTIVATED PRIORITY CONTROL) MODEL 764 PHASE SELECTOR, MODEL 1012 GPS RADIO UNIT, MODEL 1050 GPS RADIO ANTENNA. MODEL 768 AUXILARY INTERFACE PANEL, MODEL 1050 GPS RADIO ANTENNA. MODEL 768 AUXILARY INTERFACE PANEL, MODEL 1050 GPS INSTALLATION CABLE. MODEL 1040 GPS/INFRARED CARD RACDK, MODEL 138 DETECTOR CABLE, AND MODEL 711 EXTERNAL DETECTORS AT EACH INTERSECTION, TO BE MEASURED AND PAID PER INTERSECTION. ITEM INCLUDES ALL MATERIALS REQUIRED TO IMPLEMENT EMERGENCY OPPERATIONS CONTROL PER CITY OF FRANKLIN STANDARDS. COORDINATE WITH SIGNAL LAYOUT SHEET FOR DETECTOR POSITIONS AND PHASE SELECTOR ASSIGNMENTS. DETECTOR CABLE MEASURED AND PAID FOR UNDER SEPARATE ITEM 730-08.10. APPROXIMATE REQUIRED MATERIALS INCLUDE, BUT ARE NOT LIMITED TO, ONE (1) EACH OF PHASE SELECTOR, RACK AND POWER SUPPLY, AND TWO (2) EACH OF EXTERNAL DETECTORS.

(6) ITEM INCLUDES MOUNTING OF SIGN OVERHEAD ON MAST ARM. OVERHEAD SIGNS TO BE MOUNTED USING CABLE CLAMPS. SCREWING SIGNS TO MAST ARMS WILL NOT BE ACCEPTABLE.

(7) ITEM TO INCLUDE VIBRATION DAMPENING DEVICE PER TDOT STD DWG. T-SG-9.

(8) ITEM INCLUDES FURNISHING AND INSTALLING PEDESTRIAN PUSHBUTTONS AND SIGNS.

(9) ITEM INCLUDES THE REMOVAL OF SIGNAL EQUIPMENT AT THE INTERSECTIONS OF HILLSBORO ROAD AND JOEL CHEEK, HILLSBORO ROAD, AND SCHOOL FLASHERS AS INDICATED ON PLANS.

(10) OVERHEAD STREET NAME SIGNS TO BE INTERNALLY ILLUMINATED STREET NAME BLACES WITH 3M DIAMOND GRADE REFELECTIVE SHEETING.

(11) TO BE OPTICOM DETECTOR CABLE MODEL 138.

(12) SIEMENS; EAGLE ELS1014 SIZE "P-UPS" BASE MOUNTED CABINET WITH INTERGRATED UPS COMPARTMENT; EAGLE LOAD BAYS NEMA TS-1, TF4008/TF4016 SERIES, SHALL BE PER GENERAL NOTE 5B, SHEET 18F. A TYPICAL P CABINET WITH THE UPS HOUSING. UPS WILL BE INCLUDED.

(13) CABINET TO BE PAINTED FRANKLIN GREEN

(14) INCLUDES POLE, BASE, FOOTINGS, WIRING, INSTALLATION, AND ALL COMPONENTS NECESSARY FOR A FULLY OPERATIONAL SCHOOL ZONE FLASHING WARNING BEACON.

(15) THE CONTRACTOR IS TO INSTALL "FIELD HUB SWITCH" AS SUPPLIED BY THE CITY OF FRANKLIN.

(16) INCLUDES CCTV POLE, FOUNDATION, LOWERING DEVICE AND 4'X4' CONCRETE PAD LOCATED BELOW THE FRONT OF THE POLE MOUNTED CABINET. COORDINATE POLE COLOR WITH CITY PRIOR TO ORDERING.

(17). VICON DOME CAMERA MODEL # SVFT-PR36; WALL MOUNT PRESSURIZED HOUSING MODEL SVFT-PR-WM

(18) TREEHAVEN; IP FIELD BOX RACK MOUNT WITH REMOTE DIAGNOSTIC, RVSFB120IPR. DROP CABLE AND UNINTERRUPTIBLE POWER SUPPLY (UPS) SHALL BE INCLUDED WITH EACH CABINET. COORDINATE COLOR OF CABINET WITH CITY PRIOR TO ORDERING.

(19) THE CONTRACTOR WILL BE RESPONSIBLE FOR CONTACTING THE LOCAL UTILITY TO OBTAIN THE ESTIMATE FOR ANY CHARGES BY THE UTILITY FOR PROVIDING ELECTRICAL SERVICE TO THE CCTV CONTROLLER. THESE CHARGES SHALL BE INCLUDED IN THE PRICE FOR ITEM NO. 730-05.01 FOR PAYMENT BY THE CONTRACTOR. ITEM INCLUDES MILBANK ELECTRICAL SERVICE PEDESTAL MODEL NO. CP3B51110A22SL1, AS INDICATED ON THE

PLANS. COORDINATE COLOR OF MILBANK WITH CITY PRIOR TO ORDERING.

(20) INCLUDES MODIFICATIONS AND ADDITIONS TO HILLSBORO RD. AND MACK HATCHER PKWY. CONTROLLER AS NEEDED.

(21) CITY OF FRANKLIN COMPATABLE FIBER CONNECTION PATCH CABLE AND DISTRIBUTION PANEL SHALL BE INSTALLED IN THE CABINET. EACH TO INCLUDE 50' OF SLACK.

(22) ITEM TO BE AN ETHERNET / FIBER CONVERTER 4 PORT 10 / 100. BASE-TX PLUS APPROVED BY THE CITY OF FRANKLIN. ALSO TO INCLUDE A 12V 40VA TRANSFORMER APPROVED BY THE CITY OF FRANKLIN, WITH EACH CONVERTER. TO BE INSTALLED IN THE TRAFFIC SIGNAL CABINET AT HILLSBORO ROAD AND JOEL CHEEK BOULEVARD, HILLSBORO ROAD AND CLAUDE YATES DRIVE, AND HILLSBORO ROAD AND MACK HATCHER PARKWAY.

(23) ITEM IS FOR TEMPORARY POLES TO BE INSTALLED DURING PHASE 2 OF ROADWAY TRAFFIC CONTROL. ITEM ALSO INCLUDES NECESSARY SPAN WIRE FOR TEMPORARY TRAFFIC SIGNAL CONDITION.

(24) ITEM TO BE AN ETHERNET / FIBER CONVERTER 4 PORT 10 / 100 BASE-TX PLUS APPROVED BY THE CITY OF FRANKLIN. ALSO TO INCLUDE A 12V TRANSFORMER, APPROVED BY THE CITY OF FRANKLIN WITH EACH CONVERTER. TO BE INSTALLED IN CCTV CABINET.

(25) FLASHER CONTROLLER TO BE NTCIP COMPLIANT IN ORDER TO PROVIDE THE COMPATABILITY OF BEING CONTROLLED AT THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER.

(26) ITEM TO BE AN ETHERNET / FIBER CONVERTER 4 PORT 10 / 100 BASE-TX PLUS APPROVED BY THE CITY OF FRANKLIN. ALSO TO INCLUDE A 12V 40VA TRANSFORMER, APPROVED BY THE CITY OF FRANKLIN WITH EACH CONVERTER. TO BE INSTALLED IN SCHOOL FLASHER CCTV CABINETS.

(27) SIEMENS EAGLE M50 SERIES TRAFFIC CONTROLLER - EPAC3108M52/EPAC3608M52

| TABULATED STREETSCAPE AND ELECTRICAL QUANTITIES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOTNOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT COST | TOTAL |
| | | STREETSCAPE | | | | | | |
| | | DEMOLITION AND REMOVAL | | | | | | |
| (1) | 202-01.57 | REMOVAL OF STRUCTURES AND OBSTRUCTIONS (MISCELLANEOUS SITE ITEMS REMOVAL) | LS | 1 | 0 | 1 | $25,000.00 | $25,000.00 |
| | | | | | | | | |
| | | PAVERS | | | | | | |
| (1) | 716-10.30 | DETECTABLE WARNING MAT (ADA COMPLIANT DETECTABLE WARNING MAT ON 8" THICK CONCRETE BASE) | SF | 140 | 0 | 140 | $65.00 | $9,100.00 |
| | | | | | | | | |
| | | PORTLAND CEMENT CONCRETE PAVEMENT | | | | | | |
| (1) | 701-01.02 | Concrete Sidewalk (6") | SF | 10,157 | 12,868 | 23,025 | $6.00 | $138,150.00 |
| (1) | 701-01.10 | Concrete Sidewalk (8") | SF | 2,378 | 4,390 | 6,768 | $7.50 | $50,760.00 |
| | | | | | | | | |
| | | | | | | | | |
| | | MISCELLANEOUS SITE IMPROVEMENTS | | | | | | |
| | | | | | | | | |
| (1) | 713-16.22 | SIGNS (STREETSCAPE ADD-ONS TO ITEMS 713-11.02 through 713-13.03) | LS | 1 | 0 | 1 | $4,000.00 | $4,000.00 |
| (1) | 713-16.21 | SIGNS (GATEWAY SIGNS) | LS | 1 | 0 | 1 | $160,000.00 | $160,000.00 |
| (1) | 713-16.51 | REMOVE AND REPLACE SIGN (RELOCATION OF SIGNS AT REBEL MEADOWS: APPROX. STATIONS 256+44 AND 256+72) | LS | 1 | 0 | 1 | $18,000.00 | $18,000.00 |
| (1) | 713-16.52 | REMOVE AND REPLACE SIGN (RELOCATION OF SIGN AT CHESTNUT BEND: APPROX. STA. 246+90) | LS | 1 | 0 | 1 | $18,000.00 | $18,000.00 |
| (1) | 713-16.53 | NEW SIGN (AT ORLEANS ESTATES: APPROX. STATION 246+95) | LS | 1 | 0 | 1 | $29,000.00 | $29,000.00 |
| | | | | | | | | |
| | | IRRIGATION | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| (1), (3) | 721-01.04 | IRRIGATION SYSTEM | LS | 1 | 0 | 1 | $9,000.00 | $9,000.00 |
| (1) | 795-09.01 | 3/4" WATER SERVICE METER ASSEMBLY (ALLOWANCE, INCLUDING $3,490 FOR CITY IRRIGATION WATER METER FEES) | EA | 1 | 0 | 1 | $10,000.00 | $10,000.00 |
| | | | | | | | | |
| | | **LANDSCAPE WORK** | | | | | | |
| (1) | 203-04.01 | PLACING AND SPREADING SOIL FOR LANDSCAPING (PLANTING SOIL) | CY | 146 | 0 | 146 | $60.00 | $8,760.00 |
| (1) | 802-01.10 | TREE (ACER RUBRUM ' RED SUNSET') | EA | 21 | 0 | 21 | $370.00 | $7,770.00 |
| (1) | 802-01.11 | TREE (ACER SACCHARUM 'LEGACY') | EA | 36 | 0 | 36 | $370.00 | $13,320.00 |
| (1) | 802-01.12 | TREE (NYSSA SYLVATICA) | EA | 15 | 0 | 15 | $720.00 | $10,800.00 |
| (1) | 802-01.13 | TREE (QUERCUS PHELLOS) | EA | 49 | 0 | 49 | $390.00 | $19,110.00 |
| (1) | 802-01.14 | TREE (ULMUS PARVIFOLIA 'ALLEE') | EA | 11 | 0 | 11 | $370.00 | $4,070.00 |
| (1) | 802-01.15 | TREE (ZELKOVA SERRATA 'VILLAGE GREEN') | EA | 18 | 0 | 18 | $400.00 | $7,200.00 |
| (1) | 802-01.16 | TREE (PINUS STROBUS) | EA | 18 | 0 | 18 | $230.00 | $4,140.00 |
| (1) | 802-03.14 | SHRUB (ITEA VIRGINICA 'LITTLE HENRY') | EA | 273 | 0 | 273 | $38.00 | $10,374.00 |
| (1) | 802-03.15 | SRUB (ROSA 'KNOCKOUT') | EA | 31 | 0 | 31 | $37.00 | $1,147.00 |
| (1) | 802-04.92 | GROUND COVER (HEMEROCALLIS 'FRANKLY SCARLET') | EA | 51 | 0 | 51 | $10.00 | $510.00 |
| (1) | 802-04.93 | GROUND COVER (HEMEROCALLIS 'LEEBA ORANGE CRUSH') | EA | 626 | 0 | 626 | $13.00 | $8,138.00 |
| (1) | 802-04.94 | GROUND COVER (HEMEROCALLIS 'STAR STRUCK') | EA | 585 | 0 | 585 | $10.00 | $5,850.00 |
| (1) | 802-04.95 | GROUND COVER (LIRIOPE MUSCARI 'BIG BLUE') | EA | 599 | 0 | 599 | $7.00 | $4,193.00 |
| (1) | 802-07.01 | FLOWER (NARCISSUS 'CARLTON') | EA | 1,005 | 0 | 1,005 | $1.00 | $1,005.00 |
| (1) | 802-07.02 | FLOWER (NARCISSUS 'STAINLESS') | EA | 800 | 0 | 800 | $1.00 | $800.00 |
| | | **STREET LIGHTING** | | | | | | |
| (2) | 714-03.01 | DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 40) | LF | 5,208 | 3,221 | 8,429 | $3.80 | $32,030.20 |
| (2) | 714-03.02 | DIRECT BURIAL CONDUIT (3" PVC, SCHEDULE 40) | LF | 5,619 | 3,017 | 8,636 | $4.60 | $39,725.60 |
| (2) | 714-03.04 | DIRECT BURIAL CONDUIT (3/4" PVC, SCHEDULE 40) | LF | 233 | 20 | 253 | $3.20 | $809.60 |
| (2) | 714-03.15 | TRENCH AND BACKFILL IN STREET | LF | 431 | 140 | 571 | $45.00 | $25,695.00 |
| (2) | 714-03.16 | TRENCH AND BACKFILL IN SIDEWALK | LF | 5,025 | 2,944 | 7,969 | $7.00 | $55,783.00 |
| (2) | 714-03.17 | TRENCH AND BACKFILL IN ASPHALT AND LAWN AREAS WITH REPAIR | LF | 268 | 58 | 326 | $45.00 | $14,670.00 |
| (2) | 714-04.05 | INNERDUCT, 1" CORRUGATED HDPE WITH PULL STRING | LF | 11,776 | 6,004 | 17,780 | $1.10 | $19,558.00 |
| (2) | 714-05.09 | PULLBOX, 24"L X 13"W X 18" D, ELECTRIC LOGO | EA | 1 | 1 | 2 | $470.00 | $940.00 |
| (2) | 714-05.10 | JUNCTION BOX, 6" X 6" X 6" DEEP | EA | 3 | 1 | 4 | $700.00 | $2,800.00 |
| (2) | 714-05.12 | FIBER OPTIC PULLBOX TYPE A, 36"L X 26"W X 32" D, COFF/TOC LOGO | EA | 5 | 3 | 8 | $1,480.00 | $11,840.00 |
| (2) | 714-05.13 | FIBER OPTIC PULLBOX TYPE B, 49"L X 32"W X 36" D, COFF/TOC LOGO | EA | 3 | 0 | 3 | $1,630.00 | $4,890.00 |
| (2) | 714-05.14 | TRAFFIC SIGNAL MANHOLE, 4'-0" SQUARE X 4'-0" DEEP | EA | 1 | 0 | 1 | $7,880.00 | $7,880.00 |
| (2) | 714-06.02 | CABLE (1/C # 12 AWG) | LF | 36 | 60 | 96 | $0.95 | $91.20 |
| (2) | 714-06.03 | CABLE (1/C # 10 AWG) | LF | 3,725 | 114 | 3,839 | $1.00 | $3,839.00 |
| (2) | 714-06.04 | CABLE (1/C # 8 AWG) | LF | 14,227 | 9,246 | 23,473 | $1.20 | $28,167.60 |
| (2) | 714-06.06 | CABLE (1/C #4 AWG) | LF | 11,540 | 6,838 | 18,378 | $1.70 | $31,242.60 |
| (2) | 714-06.08 | CABLE (1/C #3/0 AWG) | LF | 413 | 45 | 458 | $4.50 | $2,061.00 |
| (2) | 714-06.09 | TRACER WIRE, #14 AWG SOLID | LF | 5,483 | 3,002 | 8,485 | $0.75 | $6,363.75 |
| (2), (4) | 714-08.09 | LIGHT POLE MATERIAL ONLY, FIXTURE TYPE A | EA | 36 | 19 | 55 | $8,740.00 | $480,700.00 |
| (2), (5) | 714-08.10 | LIGHT POLE MATERIAL ONLY, FIXTURE TYPE B | EA | 2 | 1 | 3 | $8,780.00 | $26,340.00 |
| (2) | 714-08.14 | 175 WATT PULSE START METAL HALIDE SPARE LAMP | EA | 10 | 0 | 10 | $34.50 | $345.00 |
| (2) | 714-08.15 | 175 WATT PULSE START METAL HALIDE SPARE BALLAST | EA | 10 | 0 | 10 | $160.00 | $1,600.00 |
| (2) | 714-08.20 | LIGHT POLE FOUNDATION, FIXTURE TYPES A AND B, (INCLUDES 12"X12"X18" PULL BOX) | EA | 38 | 20 | 58 | $1,700.00 | $98,600.00 |
| (2) | 714-08.21 | LIGHT POLE INSTALLATION, FIXTURE TYPES A AND B | EA | 38 | 20 | 58 | $800.00 | $46,400.00 |
| (2) | 714-09.09 | GRADE LEVEL SIGN LIGHTING FIXTURE | EA | 2 | 2 | 4 | $1,210.00 | $4,840.00 |
| (2), (6) | 714-09.10 | GRADE LEVEL ENTRANCE WALL LIGHTING FIXTURE | EA | 8 | 0 | 8 | $1,210.00 | $9,680.00 |
| (2) | 714-12.09 | LIGHTING CONTROL PANEL, 200 AMP | EA | 2 | 1 | 3 | $13,610.00 | $40,830.00 |
| (2) | 714-25.22 | CONDUIT RISER POLE STUB-UP, COFF/TOC | EA | 1 | 0 | 1 | $190.00 | $190.00 |
| (2) | 714-25.30 | ELECTRICAL SIGN SERVICE DEMOLITION | EA | 0 | 1 | 1 | $350.00 | $350.00 |
| | | | | | | | | |
| | | **ELECTRICAL DISTRIBUTION** | | | | | | |
| (2) | 790-42.08 | DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 40) | LF | 0 | 25,088 | 25,088 | $2.60 | $65,228.80 |
| (2) | 790-42.09 | DIRECT BURIAL CONDUIT (3" PVC, SCHEDULE 40) | LF | 0 | 21,717 | 21,717 | $3.40 | $73,837.80 |
| (2) | 790-42.10 | DIRECT BURIAL CONDUIT (4" PVC, SCHEDULE 40) | LF | 0 | 17,210 | 17,210 | $4.10 | $70,561.00 |
| (2) | 790-42.13 | ENCASED CONDUIT 2-4" PVC SCHEDULE 40 | LF | 0 | 1,906 | 1,906 | $33.00 | $62,898.00 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| (2) | 790-42.14 | ENCASED CONDUIT 3-4" PVC SCHEDULE 40 | LF | 0 | 137 | 137 | $35.50 | $4,863.50 |
| (2) | 790-42.15 | ENCASED CONDUIT 4-4" PVC SCHEDULE 40 | LF | 0 | 230 | 230 | $38.00 | $8,740.00 |
| (2) | 790-42.16 | ENCASED CONDUIT 5-4" PVC SCHEDULE 40 | LF | 0 | 92 | 92 | $41.00 | $3,772.00 |
| (2) | 790-42.18 | ENCASED CONDUIT 2-6" PVC SCHEDULE 40 | LF | 0 | 491 | 491 | $41.00 | $20,131.00 |
| (2) | 790-42.19 | ENCASED CONDUIT 4-6" PVC SCHEDULE 40 | LF | 0 | 3,976 | 3,976 | $57.00 | $226,632.00 |
| (2) | 790-42.21 | MTEMC RISER POLE CONDUIT 1-2" (MTEMC DWG RP-1) | LF | 0 | 60 | 60 | $17.00 | $1,020.00 |
| (2) | 790-42.22 | MTEMC RISER POLE CONDUIT 1-3" (MTEMC DWG RP-1) | LF | 0 | 67 | 67 | $23.00 | $1,541.00 |
| (2) | 790-42.23 | MTEMC RISER POLE CONDUIT 1-4" (MTEMC DWG RP-1) | LF | 0 | 173 | 173 | $26.00 | $4,498.00 |
| (2) | 790-42.24 | MTEMC ENCASED PRIMARY RISER POLE CONDUIT 2-6" (MTEMC DWG RP-3) | LF | 0 | 221 | 221 | $82.00 | $18,122.00 |
| (2) | 790-42.27 | RISER POLE CONDUIT STUB-UP - 2" CONDUIT | EA | 0 | 8 | 8 | $210.00 | $1,680.00 |
| (2) | 790-42.28 | RISER POLE CONDUIT STUB-UP - 3" CONDUIT | EA | 0 | 1 | 1 | $220.00 | $220.00 |
| (2) | 790-42.29 | RISER POLE CONDUIT STUB-UP - 4" CONDUIT | EA | 0 | 4 | 4 | $270.00 | $1,080.00 |
| (2) | 790-42.30 | CATV PEDESTAL MAKE READY | EA | 0 | 40 | 40 | $370.00 | $14,800.00 |
| (2) | 790-42.31 | TELEPHONE PEDESTAL MAKE READY | EA | 0 | 46 | 46 | $370.00 | $17,020.00 |
| (2) | 790-42.41 | TRENCH TYPE A | LF | 0 | 3,973 | 3,973 | $61.00 | $242,353.00 |
| (2) | 790-42.42 | TRENCH TYPE B | LF | 0 | 833 | 833 | $57.00 | $47,481.00 |
| (2) | 790-42.43 | TRENCH TYPE C | LF | 0 | 985 | 985 | $41.00 | $40,385.00 |
| (2) | 790-42.44 | TRENCH TYPE D | LF | 0 | 8,789 | 8,789 | $46.50 | $408,688.50 |
| (2) | 790-42.45 | TRENCH TYPE S | LF | 0 | 4,380 | 4,380 | $12.50 | $54,750.00 |
| (2) | 790-43.46 | PULL BOX, 36"L X 24"W X 18" D, MTEMC-ELECTRIC LOGO | EA | 0 | 19 | 19 | $1,460.00 | $27,740.00 |
| (2) | 790-43.47 | PULL BOX, 48"L X 30"W X 36" D, MTEMC-ELECTRIC LOGO | EA | 0 | 5 | 5 | $1,750.00 | $8,750.00 |
| (2) | 790-43.50 | PULL BOX, 48"L X 30"W X 18" D, CATV - COMCAST LOGO | EA | 0 | 15 | 15 | $1,750.00 | $26,250.00 |
| (2) | 790-43.51 | PULL BOX, 60"L X 36"W X 18" D, TELEPHONE - AT&T LOGO | EA | 0 | 4 | 4 | $1,750.00 | $7,000.00 |
| (2) | 790-43.52 | PRECAST CONCRETE MANHOLE, 12'-0" L X 6'-0"W X 7'-1" H | EA | 0 | 12 | 12 | $15,870.00 | $190,440.00 |
| (2) | 790-50.03 | BOX PAD FOUNDATION "BP-1" FOR MTEMC SINGLE-PHASE TRANSFORMER | EA | 0 | 27 | 27 | $1,260.00 | $34,020.00 |
| (2) | 790-51.06 | PRECAST CONCRETE "PAD NO. 1" FOR MTEMC THREE-PHASE TRANSFORMER | EA | 0 | 1 | 1 | $2,220.00 | $2,220.00 |
| (2) | 790-51.07 | PRECAST CONCRETE BOX PAD FOR MTEMC THREE PHASE "SECTOR" SWITCH | EA | 0 | 10 | 10 | $2,520.00 | $25,200.00 |
| (2) | 790-51.08 | PRECAST CONCRETE "PAD NO. 10" FOR MTEMC "VISTA" SWITCH | EA | 0 | 3 | 3 | $2,640.00 | $7,920.00 |
| (2) | 730-05.04 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 1) | EA | 0 | 5 | 5 | $2,390.00 | $11,950.00 |
| (2) | 730-05.05 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 2) | EA | 0 | 4 | 4 | $2,390.00 | $9,560.00 |
| (2) | 730-05.06 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 3) | EA | 0 | 4 | 4 | $2,390.00 | $9,560.00 |
| (2) | 730-05.07 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 4) | EA | 0 | 1 | 1 | $2,540.00 | $2,540.00 |
| (2) | 730-05.08 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 5) | EA | 0 | 6 | 6 | $2,380.00 | $14,280.00 |
| (2) | 730-05.09 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 6) | EA | 0 | 2 | 2 | $2,390.00 | $4,780.00 |
| (2) | 730-05.10 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 7) | EA | 0 | 1 | 1 | $3,080.00 | $3,080.00 |
| (2) | 730-05.11 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 8) | EA | 0 | 3 | 3 | $3,340.00 | $10,020.00 |
| (2) | 730-05.12 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 9) | EA | 0 | 1 | 1 | $2,830.00 | $2,830.00 |
| (2) | 730-05.13 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 10) | EA | 0 | 1 | 1 | $2,390.00 | $2,390.00 |
| (2) | 730-05.14 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 11) | EA | 0 | 1 | 1 | $7,500.00 | $7,500.00 |
| (2) | 730-05.15 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 12) | EA | 0 | 1 | 1 | $3,510.00 | $3,510.00 |
| (2) | 730-05.16 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 13) | EA | 0 | 1 | 1 | $3,100.00 | $3,100.00 |
| (2) | 730-05.17 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 14) | EA | 0 | 1 | 1 | $2,360.00 | $2,360.00 |
| (2) | 730-05.18 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 15) | EA | 0 | 1 | 1 | $1,950.00 | $1,950.00 |
| (2) | 730-05.19 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 16) | EA | 0 | 1 | 1 | $2,470.00 | $2,470.00 |
| (2) | 730-05.20 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 17) | EA | 0 | 1 | 1 | $2,400.00 | $2,400.00 |
| (2) | 730-05.21 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 18) | EA | 0 | 1 | 1 | $3,620.00 | $3,620.00 |
| (2) | 730-05.22 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 19) | EA | 0 | 1 | 1 | $3,860.00 | $3,860.00 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| (2) | 730-05.23 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 20) | EA | 0 | 1 | 1 | $4,160.00 | $4,160.00 |
| (2) | 730-05.24 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 21) | EA | 0 | 1 | 1 | $2,680.00 | $2,680.00 |
| (2) | 730-05.25 | MODIFY EX. ELEC. CONNECTION (ELECTRICAL SERVICE REVISION TYPE 22) | EA | 0 | 1 | 1 | $7,730.00 | $7,730.00 |
| | | **SUB-TOTAL** | | | | | | **$3,412,631.15** |

**STREET SCAPE AND ELECTRICAL FOOTNOTES:**

(1) COORDINATE WITH EG&G PROJ. #13381 FOR SUPPLEMENTAL MEASUREMENT AND PAYMENT NOTES.

(2) COORDINATE WITH PETER, TSCHANTZ & ASSOCIAYES PROJ. #503 FOR SUPPLEMENTAL MEASUREMENT AND PAYMENT NOTES.

(3) BASELINE; BASESTATION 1000 IRRIGATION CONTROLLER; BASELINE PFS SERIES FLOW SENSOR AND METER; BASELINE FLOW BICODERS/BISENSORS BL-5315B; BASELINE SURGE ARRESTOR

(4) HOLOPHANE; S ANCHOR BASE FLUTED TAPERED LIGHT POLES, TSG007665 POLE TYPE A AND TYPE B; HOLOPHANE FILTER GWLF/200-SCAY033J; HOLOPHANE ARM RBC51/1-CA/CSY033J; HOLOPHANE LUMIMAIRES MPU250PMMCA4 S-64320, MPU250PMMCCMC4 S-64320

(5) HOLOPHANE; S ANCHOR BASE FLUTED TAPERED LIGHT POLES, TSG007665 POLE TYPE A AND TYPE B; HOLOPHANE FILTER GWLF/200-SCAY033J; HOLOPHANE ARM RBC51/1-CA/CSY033J; HOLOPHANE LUMIMAIRES MPU250PMMCA4 S-64320, MPU250PMMCCMC4 S-64320, AND PHOTOCELL

(6) HOLOPHANE; ARCH FLOOD LIGHT H710/100M/MA/HFL/KM/HSMSA18/BD LPI AS.

**TABULATED WATER AND SEWER**

| FOOTNOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT COST | TOTAL |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| 1W | 795-01.03 | 6IN DIP RESTRAINED JOINT WATER LINE | L.F. | 0 | 285 | 285 | $84.00 | $23,940.00 |
| 1W | 795-01.04 | 6IN DIP SLIP JOINT WATER LINE | L.F. | 0 | 1,175 | 1,175 | $81.00 | $95,175.00 |
| 1W | 795-01.05 | 8IN DIP RESTRAINED JOINT WATER LINE | L.F. | 0 | 230 | 230 | $91.00 | $20,930.00 |
| 1W | 795-01.09 | 12IN DIP RESTRAINED JOINT WATER LINE | L.F. | 0 | 65 | 65 | $150.00 | $9,750.00 |
| 1W | 795-01.15 | 18IN DIP RESTRAINED JOINT WATER LINE | L.F. | 0 | 1,250 | 1,250 | $160.00 | $200,000.00 |
| 1W | 795-01.16 | 18IN DIP SLIP JOINT WATER LINE | L.F. | 0 | 1,610 | 1,610 | $140.00 | $225,400.00 |
| 2W | 795-06.03 | CONNECT TO 4IN WATER LINE | EACH | 0 | 1 | 1 | $1,500.00 | $1,500.00 |
| 2W | 795-06.04 | CONNECT TO 6IN WATER LINE | EACH | 0 | 4 | 4 | $1,500.00 | $6,000.00 |
| 2W | 795-06.05 | CONNECT TO 8IN WATER LINE | EACH | 0 | 3 | 3 | $1,500.00 | $4,500.00 |
| 2W | 795-06.07 | CONNECT TO 12IN WATER LINE | EACH | 0 | 2 | 2 | $2,600.00 | $5,200.00 |
| 2W | 795-06.10 | CONNECT TO 18IN WATER LINE | EACH | 0 | 1 | 1 | $1,500.00 | $1,500.00 |
| | 795-06.30 | CUT / CAP EXISTING LINES (ALL SIZES) | EACH | 0 | 3 | 3 | $690.00 | $2,070.00 |
| | 795-06.33 | CUT AND CAP 6IN WATER LINE | EACH | 0 | 3 | 3 | $690.00 | $2,070.00 |
| | 795-06.34 | CUT AND CAP 8IN WATER LINE | EACH | 0 | 2 | 2 | $690.00 | $1,380.00 |
| 4W | 795-08.04 | 6IN GATE VALVE ASSEMBLY | EACH | 0 | 8 | 8 | $1,500.00 | $12,000.00 |
| 4W | 795-08.05 | 8IN GATE VALVE ASSEMBLY | EACH | 0 | 3 | 3 | $1,900.00 | $5,700.00 |
| 4W | 795-08.08 | 12IN BUTTERFLY VALVE ASSEMBLY | EACH | 0 | 2 | 2 | $3,100.00 | $6,200.00 |
| 4W | 795-08.09 | 12IN GATE VALVE ASSEMBLY | EACH | 0 | 1 | 1 | $3,200.00 | $3,200.00 |
| 4W | 795-08.15 | 18IN BUTTERFLY VALVE ASSEMBLY | EACH | 0 | 4 | 4 | $5,500.00 | $22,000.00 |
| 5W | 795-09.01 | 3/4IN WATER SERVICE METER ASSEMBLY | EACH | 0 | 29 | 29 | $1,000.00 | $29,000.00 |
| 5W | 795-09.06 | 4IN WATER SERVICE METER ASSEMBLY (VAULT) | EACH | 0 | 1 | 1 | $16,000.00 | $16,000.00 |
| 5W | 795-09.07 | 6IN WATER SERVICE METER ASSEMBLY (VAULT) | EACH | 0 | 2 | 2 | $20,000.00 | $40,000.00 |
| 6W | 795-09.09 | RELOCATE / RECONNECT SERVICE ASSEMBLY | EACH | 0 | 29 | 29 | $100.00 | $2,900.00 |
| 7W | 795-09.28 | 3/4IN COPPER SERVICE PIPE | L.F. | 0 | 940 | 940 | $5.50 | $5,170.00 |
| 7W | 795-09.30 | 3/4IN PEX SERVICE PIPE | L.F. | 0 | 425 | 425 | $3.00 | $1,275.00 |
| 5W | 795-11.02 | FIRE HYDRANT ASSEMBLY | EACH | 0 | 6 | 6 | $2,800.00 | $16,800.00 |
| 2W | 795-11.03 | RECONNECT FIRE HYDRANT | EACH | 0 | 1 | 1 | $460.00 | $460.00 |
| 5W | 795-11.05 | FIRE PROTECTION METER (8" WITH VAULT) | EACH | 0 | 1 | 1 | $26,000.00 | $26,000.00 |
| 8W | 795-12.01 | REMOVE FIRE HYDRANT | EACH | 0 | 4 | 4 | $230.00 | $920.00 |
| 8W | 795-12.02 | REMOVAL OF EXISTING LINE | LS | 0 | 1 | 1 | $10,000.00 | $10,000.00 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 9W | 795-13.01 | DI FITTINGS | LBS | 0 | 27,780 | 27,780 | $7.00 | $194,460.00 |
| 10 | 795-14.02 | CLASS B CONCRETE | C.Y. | 0 | 75 | 75 | $150.00 | $11,250.00 |
| 10 | 795-14.05 | CONCRETE ENCASEMENT/CAP | L.F. | 0 | 160 | 160 | $36.00 | $5,760.00 |
| 11 | 795-14.08 | RESTORE ASPHALT | S.Y. | 0 | 175 | 175 | $90.00 | $15,750.00 |
| 11 | 795-14.09 | RESTORE CONCRETE | S.Y. | 0 | 45 | 45 | $110.00 | $4,950.00 |
| | 795-15.02 | 12IN STEEL CASING PIPE OPEN CUT METHOD | L.F. | 0 | 80 | 80 | $90.00 | $7,200.00 |
| | 795-15.25 | 16IN STEEL CASING PIPE OPEN CUT METHOD | L.F. | 0 | 85 | 85 | $96.00 | $8,160.00 |
| 7W | 795-15.26 | 1-1/2IN STEEL CASING PIPE OPEN CUT METHOD | L.F. | 0 | 500 | 500 | $17.00 | $8,500.00 |
| 1S | 797-05.51 | 8IN PVC GRAVITY SEWER 0FT - 6FT DEPTH | L.F. | 0 | 2,245 | 2,245 | $54.00 | $121,230.00 |
| 1S | 797-05.52 | 8IN PVC GRAVITY SEWER 6FT - 12FT DEPTH | L.F. | 0 | 4,310 | 4,310 | $66.00 | $284,460.00 |
| 2S | 797-07.02 | 48IN MANHOLE 4FT - 6FT DEPTH | EACH | 0 | 3 | 3 | $2,200.00 | $6,600.00 |
| 2S | 797-07.03 | 48IN MANHOLE 6FT - 8FT DEPTH | EACH | 0 | 19 | 19 | $2,900.00 | $55,100.00 |
| 2S | 797-07.04 | 48IN MANHOLE 8FT - 10FT DEPTH | EACH | 0 | 3 | 3 | $3,900.00 | $11,700.00 |
| 2S | 797-07.05 | 48IN MANHOLE 10FT - 12FT DEPTH | EACH | 0 | 1 | 1 | $4,800.00 | $4,800.00 |
| 3S | 797-07.56 | MANHOLE DROP CONNECTION ASSEMBLY | EACH | 0 | 1 | 1 | $850.00 | $850.00 |
| 1S | 797-08.05 | 6" PVC PIPE FOR SERVICE LATERAL | L.F. | 0 | 1,900 | 1,900 | $19.00 | $36,100.00 |
| 3S | 797-08.08 | 6" CLEAN OUT ASSEMBLY | EACH | 0 | 39 | 39 | $1,100.00 | $42,900.00 |
| 4S | 797-10.06 | CONNECT 6" LATERAL TO SEWER LINE | EACH | 0 | 39 | 39 | $850.00 | $33,150.00 |
| 4S | 797-10.09 | CONNECT EXISTING 8IN SEWER TO NEW MANHOLE | EACH | 0 | 8 | 8 | $990.00 | $7,920.00 |
| 5S | 797-11.25 | RETIRE IN PLACE 48" MANHOLE | EACH | 0 | 16 | 16 | $780.00 | $12,480.00 |
| 6S | 797-11.35 | REMOVE EXISTING SEWER 8IN - 14IN | L.F. | 0 | 70 | 70 | $17.00 | $1,190.00 |
| 7S | 797-11.38 | BY-PASS PUMPING | LS | 0 | 1 | 1 | $25,000.00 | $25,000.00 |
| 11 | 797-11.39 | RESTORE ASPHALT | S.Y. | 0 | 385 | 385 | $90.00 | $34,650.00 |
| 11 | 797-11.40 | RESTORE CONCRETE | S.Y. | 0 | 60 | 60 | $110.00 | $6,600.00 |
| 6S | 797-12.01 | CUT, CAP AND ABANDON EXISTING 8IN SEWER LINE | EACH | 0 | 6 | 6 | $1,000.00 | $6,000.00 |
| | | | | | | | | |
| 10 | 303-10.01 | MINERAL AGGREGATE (SIZE 57) | TON | 0 | 75 | 75 | $22.00 | $1,650.00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | **SUB-TOTAL** | | | | | | **$1,745,450.00** |

**WATER AND SEWER FOOTNOTES:**

**WATER**

**FOOTNOTE 1W:**

INCLUDES ALL MATERIALS, LABOR, EQUIPMENT FOR COMPLETE INSTALLATION OF PIPE INCLUDING BUT NOT LIMITED TO TRAFFIC CONTROL, MATERIALS, EQUIPMENT, EXCAVATION IN BOTH UNCONSOLIDATED AND ROCK, REMOVAL AND REPLACEMENT OF UNSUITABLE SOIL, ENVELOPE/BEDDING MATERIAL, BACKFILLING, THRUST BLOCKING, CONCRETE DEADMAN, TRACER WIRE, WARNING TAPE, APPURTENANCES, TEMPORARY SHORING, MAINTAINING THE TRENCH, TESTING, FLUSHING, DISINFECTION, BACTERIOLOGICAL SAMPLING, TERMPORARY SURFACE RESTORATION, AND ANY OTHER LABOR OR MATERIAL REQUIRED TO COMPLETE THE WORK AS SPECIFIED ON THE PLANS.

**FOOTNOTE 2W:**

INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY FOR CONNECTING TO AN EXISTING WATER LINE INCLUDING TRAFFIC CONTROL.

**FOOTNOTE 3W:**

INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT INCLUDING BUT NOT LIMITED TO TAPPING SLEEVE, VALVE, VALVE BOX, BOX ADJUSTMENT, VALVE BOX COLLAR, VALVE MARKER, EXCAVATION, BEDDING, BACKFILL, BLOCKING AND RESTRAINT, TAP OF EXISTING LINE, AND TRAFFIC CONTROL.

**FOOTNOTE 4W:**

INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT INCLUDING BUT NOT LIMITED TO FITTINGS, VALVE, VALVE STEM EXTENSTIONS, VALVE BOX AND COVER, BOX ADJUSTMENT, VALVE BOX COLLAR, VALVE MARKER, EXCAVATION, BEDDING, BACKFILL, BLOCKING AND RESTRAINT, TAP OF EXISTING LINE, AND TRAFFIC CONTROL.

**FOOTNOTE 5W:**

INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT INCLUDING BUT NOT LIMITED TO MACHINERY, TOOLS OR APPARATUS NECESSARY FOR INSTALLATION OF ASSEMBLIES AS DESCRIBED IN THE PLANS AND SPECS EXCEPT FOR SERVICE LINE WHICH IS PAID SEPERATERLY FOR EACH FOOT INSTALLED.

**FOOTNOTE 6W:**

INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT FOR REMOVAL OF EXISTING WATER SERVICE METER ASSEMBLY AND INSTALLING A NEW WATER METER ASSEMBLY AT DESIRED OWNER LOCATION.

**FOOTNOTE 7W:**

INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT FOR COMPLETE INSTALLATION OF SERVICE LINE OR CASING FOR SERVICE LINE ON LONG SIDE AND SHORT SIDE OF MAIN.

**FOOTNOTE 8W:**

INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT FOR REMOVAL OF ITEM.

**FOOTNOTE 9W:**

INCLUDES FITTINGS, GLANDS AND RESTRAINT DEVICES DESCRIBED IN POUNDS.

**FOOTNOTE 10:**

INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT FOR COMPLETE INSTALLATION OF UNIT OR LUMP SUM ITEM AS SPECIFIED ON BID FORM. PLACEMENT SHALL BE DIRECTED BY THE OWNER OR ENGINEER.

**FOOTNOTE 11:**

INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT, SETUP AND TRAFFIC CONTROL FOR RESTORING ASHALT ROAD/DRIVE AND CONCRETE SIDEWALK/GUTTERS NOT IN STATE ROW.

**SEWER** **FOOTNOTE 1S:**

INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT FOR COMPLETE EXCAVATION INCLUDING BUT NOT LIMITED TO BEDDING, BACKFILLING, APPURTENANCES, MAINTAINING THE TRENCH, TESTING, CHECK DAMS, AND ANY OTHER LABOR OR MATERIAL REQUIRED TO COMPLETE FOR GRAVITY SEWER LINES. DUCTILE IRON PIPE GRAVITY SEWER LINES SHALL BE EPOXY LINED.

**FOOTNOTE 2S:**

INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY FOR INSTALLATION OF PRECAST MANHOLE BOTHER PREFORMED BASE OR OPEN BOTTOM (DOGHOUSE), INCLUDING BUT NOT LIMITED TO CRUSHED STONE, PIPE TO MANHOLE CONNECTORS, EXCAVATION, BACKFILL, BUTYL RESIN GASKET, MANHOLE STEPS, ASPHALTIC WATERPROOFING, WATERTIGHT FRAME AND COVER, AND TRAFFIC CONTROL.

**FOOTNOTE 3S:**

INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT, INCLUDING BUT NOT LIMITED TO MACHINERY, TOOLS, OR APPARATUS NECESSARY FOR INSTALLTION OF ASSEMBLIES AS DESCRIBED AND DETAILED IN THE PLANS AND SPECS.

**FOOTNOTE 4S:**

INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY FOR CONNECTING TO AN EXISTING SEWER LINE OR MANHOLE AS SPECIFIED ON THE PLANS, INCLUDING TRAFFIC CONTROL.

**FOOTNOTE 5S:**

INCLUDES ALL LABOR, EQUIPMENT, DIPOSAL OF WASTE MATERIAL, DRILLING HOLES IN BASE FOR PROPER DRAINAGE, REMOVAL OF NECESSARY CASTING, CONE AND BARRAL SECTIONS FOR PROPER GRADE AND STONE BACKFILL.

**FOOTNOTE 6S:**

INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT FOR RETIRE IN PLACE OR REMOVE ITEMS AS SPECIFIED ON THE BID FORM INCLUDING TRAFFIC CONTROL.

**FOOTNOTE 7S:**

INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT FOR INTERNAL OR EXTERNAL POINT REPAIRS AS SPECIFIED IN THE BID FORM.

| TABULATED AT&T | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOTNOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT COST | TOTAL |
| | | | | | | | | |
| 15 | 793-13.07 | 4IN SCHEDULE 40 PVC | L.F. | 0 | 21,100 | 21,100 | $3.80 | $80,180.00 |
| 16 | 793-13.12 | 1 DUCT FORMATION @ 36IN DEPTH | L.F. | 0 | 485 | 485 | $14.50 | $7,032.50 |
| 16 | 793-13.17 | 2 DUCT FORMATION @ 36IN DEPTH | L.F. | 0 | 85 | 85 | $14.50 | $1,232.50 |
| 16 | 793-13.22 | 3 DUCT FORMATION @ 36IN DEPTH | L.F. | 0 | 75 | 75 | $14.50 | $1,087.50 |
| 16 | 793-13.32 | 6 DUCT FORMATION @ 36IN DEPTH | L.F. | 0 | 2,505 | 2,505 | $32.00 | $80,160.00 |
| 16 | 793-13.37 | 9 DUCT FORMATION @ 36IN DEPTH | L.F. | 0 | 190 | 190 | $35.50 | $6,745.00 |
| 16 | 793-13.51 | 8 DUCT FORMATION @ 36IN DEPTH | L.F. | 0 | 435 | 435 | $35.50 | $15,442.50 |
| 17 | 793-14.03 | MANHOLE PRECAST 6-FT WIDE X 12-FT LONG X 7-FT HIGH | EACH | 0 | 2 | 2 | $15,870.00 | $31,740.00 |
| 18 | 793-14.10 | 4IN CORE DRILL INTO MANHOLE | EACH | 0 | 6 | 6 | $220.00 | $1,320.00 |
| 9 | 793-16.01 | MH (RETIRE/REMOVE/GRAVEL BACKFILL) | EACH | 0 | 2 | 2 | $730.00 | $1,460.00 |
| | | **SUB-TOTAL** | | | | | | **$226,400.00** |

**AT&T FOOTNOTES :**

9 INCLUDES ALL LABOR INCLUDING TRAFFIC CONTROL AND SETUP, REMOVAL OF LID AND COLLARS, BACKFILL WITH GRAVEL.

15 INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT INCLUDING BUT NOT LIMITED TO SETUP, BENDS, AND TRAFFIC CONTROL.

16 INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT INCLUDING BUT NOT LIMITED TO SPACERS, COUPLINGS, BENDS, OPENING TRENCH, BACKFILL PER SPECS, SURFACE RESTORATION OF ALL CROSSINGS TO TDOT STANDARDS, SETUP, TRAFFIC CONTROL.

17 INCLUDES ALL MATERIALS, LABOR AND EQUIPMENT INCLUDING BUT NOT LIMITED TO DIGGING HOLE, GRAVEL BASE, BACKFILL, AND SURFACE RESTORATION TO TDOT STANDARDS, FRAME AND COVER, SETUP AND TRAFFIC CONTROL.

18 INCLUDES PIPE, SETUP, CABLE LOCATION AND BORING

| TABULATED ATMOS | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FOOTNOTES | ITEM NO. | ITEM DESCRIPTION | UNIT | EST QTY. (PARTICIPATING, STATE/FEDERAL PIN 108409.00) | EST QTY. (NON-PARTICIPATING, CITY SECTION) | TOTAL EST QTY. | UNIT COST | TOTAL |
| | | | | | | | | |
| 1 | 791-03.02 | 2IN HDPE GAS MAIN | L.F. | 0 | 1,900 | 1,900 | $18.75 | $35,625.00 |
| 1 | 791-03.04 | 4IN HDPE GAS MAIN | L.F. | 0 | 150 | 150 | $24.00 | $3,600.00 |
| 1 | 791-03.05 | 6IN HDPE GAS MAIN | L.F. | 0 | 3,200 | 3,200 | $32.00 | $102,400.00 |
| 2 | 791-04.02 | HDD 2IN PE PIPE - UNCONSOLIDATED | L.F. | 0 | 1 | 1 | $88.00 | $88.00 |
| 2 | 791-04.04 | HDD 4IN PE PIPE - UNCONSOLIDATED | L.F. | 0 | 1 | 1 | $88.00 | $88.00 |
| 2 | 791-04.05 | HDD 6IN PE PIPE - UNCONSOLIDATED | L.F. | 0 | 1 | 1 | $94.00 | $94.00 |
| 2 | 791-04.11 | HDD 2IN PE PIPE - ROCK | L.F. | 0 | 1 | 1 | $150.00 | $150.00 |
| 2 | 791-04.13 | HDD 4IN PE PIPE - ROCK | L.F. | 0 | 1 | 1 | $160.00 | $160.00 |
| 2 | 791-04.14 | HDD 6IN PE PIPE - ROCK | L.F. | 0 | 1 | 1 | $170.00 | $170.00 |
| 4 | 791-06.02 | CONNECT TO 2IN EX. PE MAIN | EACH | 0 | 3 | 3 | $1,100.00 | $3,300.00 |
| 4 | 791-06.04 | CONNECT TO 6IN EX. PE MAIN | EACH | 0 | 1 | 1 | $2,750.00 | $2,750.00 |
| 4 | 791-06.12 | CONNECT TO 4IN EX. STL MAIN W/ STOPPLE | EACH | 0 | 1 | 1 | $8,580.00 | $8,580.00 |
| 4 | 791-06.33 | CONNECT TO 6IN EX. STL MAIN W/ STOPPLE | EACH | 0 | 1 | 1 | $9,680.00 | $9,680.00 |
| 5 | 791-07.03 | 6IN PE GAS VALVE ASSEMBLY | EACH | 0 | 2 | 2 | $2,640.00 | $5,280.00 |
| 6 | 791-08.02 | 3/4IN SERVICE ASSEMBLY | EACH | 0 | 29 | 29 | $530.00 | $15,370.00 |
| 6 | 791-08.07 | 3/4IN PE SERVICE PIPE | L.F. | 0 | 2,450 | 2,450 | $14.00 | $34,300.00 |
| 6 | 791-08.17 | HDD 3/4IN PE SERVICE PIPE | L.F. | 0 | 100 | 100 | $55.00 | $5,500.00 |
| OFF R.O.W. | 791-09.05 | RESTORE ASPHALT | S.Y. | 0 | 1 | 1 | $88.00 | $88.00 |
| OFF R.O.W. | 791-09.06 | RESTORE CONCRETE | S.Y. | 0 | 1 | 1 | $250.00 | $250.00 |
| OFF R.O.W. | 791-09.07 | RESTORE GRAVEL | S.Y. | 0 | 1 | 1 | $44.00 | $44.00 |
| 9 | 791-10.01 | RETIRE IN PLACE 3/4IN SERV CUT & PLUG | EACH | 0 | 27 | 27 | $660.00 | $17,820.00 |
| 9 | 791-10.04 | RETIRE IN PLACE 2IN SERV CUT & PLUG | EACH | 0 | 3 | 3 | $1,320.00 | $3,960.00 |
| 9 | 791-10.06 | RETIRE IN PLACE 6IN SERV CUT & PLUG | EACH | 0 | 1 | 1 | $1,980.00 | $1,980.00 |
| | | **SUB-TOTAL** | | | | | | **$251,277.00** |

**ATMOS ENERGY FOOTNOTES :**

1 INCLUDES ALL MATERIALS INCLUDING SAND/STONE BEDDING, FLOWABLE FILL, TEMPORARY PAVEMENT IN OR OUT OF ROW, LABOR, EQUIPMENT FOR COMPLETE INSTALLATION OF PIPE INCLUDING BUT NOT LIMITED TO TRAFFIC CONTROL, EXCAVATION INCLUDING DIRT/ROCK, BACKFILLING, CREEK CROSSINGS PER SWPPP, COUPLINGS, FITTINGS, PIPE FUSION, APPURTENANCES, MAINTAINING THE TRENCH, PURGE POINT INSTALLATION, TESTING BY UTILITY SPECIFICATIONS TO INCLUDE BUT NOT LIMITED TO AIR, NITROGEN, HYDROSTATIC OR X-RAY, DEW POINT OR DRYING, AND ANY OTHER LABOR OR MATERIAL REQUIRED TO COMPLETE THE WORK AS SPECIFIED ON THE PLANS.

2 INCLUDES ALL MATERIALS, LABOR, EQUIPMENT, AND TRAFFIC CONTROL, INCLUDING BUT NOT LIMITED TO FLUID CONTAINMENT FOR COMPLETE HORIZONTAL DIRECTIONAL DRILLING INSTALLATION OF CASING PIPE OR UNCASED CARRIER PIPE IN BOTH UNCONSOLIDATED SOIL OR ROCK. STEEL PIPE INCLUDES SPECIAL COATING AS SPECIFIED ON PLANS AND SPECS. IF CASING PIPE PIPE SHALL BE PAID AT THE OPEN CUT ITEM PRICE.

3 INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT, NECESSARY FOR BORE & JACK OF GAS LINE CASING PIPE INCLUDING BUT NOT LIMITED TO ENTRY AND EXIT PITS, B & J EQUIPMENT AND TRAFFIC CONTROL. CARRIER PIPE SHALL BE PAID AT THE OPEN CUT ITEM PRICE.

4 INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT, NECESSARY FOR CONNECTING TO EXISTING GAS LINE, INCLUDING TRAFFIC CONTROL.

5 INCLUDES TRANSITION FITTINGS, VALVES, VALVE BOX, BOX ADJUSTMENT, VALVE BOX COLLAR, VALVE MARKER, EXCAVATION, EXCAVATION, BEDDING, BACKFILL, COUPLINGS, FUSION TEES, TAP OF EXISTING LINE, AND ALL OTHER NECESSARY MATERIALS AND LABOR FOR COMPLETE INSTALLATION OF ASSEMBLY, INCLUDING TRAFFIC CONTROL.

6 INCLUDES ALL MATERIALS, PARTS, LABOR, EQUIPMENT, MACHINERY, TOOLS, OR APPARATUS NECESSARY FOR INSTALLATION OF GAS SERVICE ASSEMBLIES AS DESCRIBED IN THE PLANS AND SPECS. INSTALLATION FOR LONG SIDE AND SHORT SIDE APPLICATIONS. SERVICE PIPE SHALL BE PAID PER LINEAR FOOT INSTALLED.

7 INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT FOR COMPLETE INSTALLATION OF INDIVIDUAL ITEM AS SPECIFIED ON BID FORM AND UTILITY SPECIFICATIONS.

8 INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT FOR REMOVAL OF ITEM.

9 INCLUDES ALL MATERIALS, LABOR, AND EQUIPMENT FOR RETIREMENT OF ITEM INCLUDING STABILIZING THE ITEM OF PLANT PER UTILITYSPECIFICATIONS.

| ESTIMATED PROJECT TOTALS | |
|---|---|
| SUB-TOTAL ROADWAY | $5,868,076.48 |
| SUB-TOTAL SIGNALIZATION/COMMUNICATION | $491,170.50 |
| SUB-TOTAL STREETSCAPE AND ELECTRICAL | $3,412,631.15 |
| SUB-TOTAL WATER AND SEWER | $1,745,450.00 |
| SUB-TOTAL AT&T | $226,400.00 |
| SUB-TOTAL ATMOS GAS | $251,277.00 |
| **Total Project Bid** | $11,995,005.13 |

# LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement; and

WHEREAS, Tyler is an authorized vendor under General Services Administration Contract GS-35F-0096X;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

**SECTION A – DEFINITIONS**

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B. You may request an updated copy of our current Business Travel Policy at any time. Any changes to the Business Travel Policy will not be effective as regards this Agreement prior to your use of the Tyler Software in live production.
- **"Client**" means the City of Franklin, Tennessee.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Hosting Services"** means the hosting services we will provide for the Tyler Software as set forth in the Investment Summary, for the fees set forth therein.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1

to Exhibit C.

- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit C.
- **"Third Party End User License Agreement(s)"** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit E.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software, Third Party Hardware, and Third Party Services.
- **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

**SECTION B – HARDWARE AND SOFTWARE**

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the

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Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee (currently $750) directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

5. Hardware. We agree to sell to you the hardware (which may include Third Party Hardware) identified in the Investment Summary.

**SECTION C – PROFESSIONAL SERVICES**

1. Services. We will provide you the services, if any, itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for the requested services. We will bill you the actual fees incurred based on the in-scope services provided to you.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. Additional work will not be performed until you return the signed addendum or change order to us. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to

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reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide our services, subject to any reasonable security protocols or other written policies provided to us.

7. Client Assistance. You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required. This cooperation includes at least working with us to schedule the services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

**SECTION D – MAINTENANCE AND SUPPORT**

1. This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

2. If you have opted not to purchase ongoing maintenance and support services or fail to make timely payment under this Agreement, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software Products on a time and materials basis. In addition, you will:

   (i) receive the lowest priority under our Support Call Process;
   (ii) be required to purchase new releases of the Tyler Software Products, including fixes, enhancements and patches;
   (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software Products;
   (iv) be charged for a minimum of two (2) hours of support services for every support call; and
   (v) not be granted access to the support website for the Tyler Software Products or the Tyler Community Forum;

**SECTION E – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-

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transferable license to use the Third Party Software and related documentation for internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).

2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

**SECTION F – HOSTING SERVICES**

1. We will either host or engage Third Party Services in order to host the Tyler Software set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Section F, and the other applicable terms of this Agreement. If you fail to pay those fees, after advance written notice to you, we reserve the right to suspend delivery of our applicable Hosting Services.

2. We will utilize hosting services through a Third Party Services provider, Rackspace, in accordance with the terms set forth in the Investment Summary. The fees contained in the Investment Summary are subject to annual increases. You acknowledge and agree that, in our sole discretion, we may migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete

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Law Dept. approved 03.01.16

such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Tyler Software is transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.

3. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

**SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section G(2).

2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

**SECTION H – TERMINATION**

1. Term. The initial term of this Agreement is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, at our then-current rates, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.

2. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section J(3), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

3. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to

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the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. You will not use a termination for lack of appropriations as a substitute for termination for convenience.

4. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees.

**SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. We agree to keep you reasonably informed as to the status of any claim, and to take any input from you or your representatives under advisement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.

   1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification.

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2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the levels of insurance indicated in the Insurance Requirements attached hereto as Exhibit D.

**SECTION J – GENERAL TERMS AND CONDITIONS**

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. To the maximum extent allowed by law, all meetings and discussions between senior representatives will be deemed confidential settlement

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discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate upon our request. If you fail to provide a requested tax-exempt certificate, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.

9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

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12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so

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that we may timely obtain such license.

19. Client Authority. You represent and warrant that you enter into this Agreement with the approval of your governing body and in accordance with all applicable statutory requirements.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its rules on conflicts of law.

21. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

22. Contract Documents. This Agreement includes the following exhibits:

| | |
|---|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement |
| | Schedule 1: Service Level Agreement |
| | Schedule 2: Support Call Process |
| Exhibit D | Insurance Requirements |

[SIGNATURE PAGE FOLLOWS]

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Law Dept. approved 03.01.16

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.
Local Government Division

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
5519 53rd Street
Lubbock, Texas 79414
Attention: Brett Cate

City of Franklin, Tennessee

By:_____

Name: Eric S. Stuckey

Title: City Administrator

Date:_____

Address for Notices:
City of Franklin
109 3rd Ave. South
PO Box 305
Attention: Purchasing Manager
Fax: 615.550.0079
E-Mail: purchasing@franklintn.gov

Approved as to form:

By: _____

Name: _____

Title: _____

Date: _____

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## Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to you under your License and Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

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Quote Date: 9/4/2015

GSA Contract GS-35F-0096X

Brazos Technology
888.693.2811

**City of Franklin, TN**

| BUNDLE SKU | DESCRIPTION | GSA Quote | Quantity | Total |
|---|---|---|---|---|
| IB-BRAZMOT67-ECIT8-GOV | IN-A-BOX, COP, ELECTRONIC CITATION, MOTOROLA MC67 W/PRINTER, VERIZON, PORTABLE TECHNOLOGY (QTY. 8) | | | |
| | Motorola, MC67, GPS, 4G WWAN HSPA+, WLAN 802.11 A/B/G/N, 2D DL imager, camera, WM 6.5, 512MB/2GB, QWERTY key, Bluetooth, extended 1.5X 3600 MAH battery (QTY. 8) | | | |
| | BRAZOS TECHNOLOGY MAEKIT (RDC) SOFTWARE (QTY. 8) | | | |
| | (EXCLUDE) MOTOROLA, MC67 MAGNETIC STRIPE READER (QTY. 8) | | | |
| | MOTOROLA, MC67 BRONZE SUPPORT WARRANTY 3-YR (QTY. 8) | | | |
| | ZEBRA, RW420, PRINTER 4" DT RUGGED MOBILE RECEIPT, CPCL/EPL/ZPL, 8MB/16MB, LCD, IP54, USB, SERIAL, BLUETOOTH, INCL. BATTERY, BELT CLIP (QTY. 8) -- EXCLUDED | | | |
| | SYSTEM INTEGRATION VALUE ADD SERVICES AT $50 | | | |
| | BLUESTAR WARRANTY | | | |
| | | $28,208 | 1 | 28,208 |

| BUNDLE SKU | DESCRIPTION | GSA Quote | Quantity | Total |
|---|---|---|---|---|
| IB-BRAZMOT67-ECIT1-GOV | IN-A-BOX, COP, ELECTRONIC CITATION, MOTOROLA MC67 W/PRINTER, VERIZON, PORTABLE TECHNOLOGY (QTY. 1) | | | |
| | Motorola, MC67, GPS, 4G WWAN HSPA+, WLAN 802.11 A/B/G/N, 2D DL imager, camera, WM 6.5, 512MB/2GB, QWERTY key, Bluetooth, extended 1.5X 3600 MAH battery (QTY. 1) | | | |
| | BRAZOS TECHNOLOGY MAEKIT (RDC) SOFTWARE (QTY. 1) | | | |
| | (EXCLUDE) MOTOROLA, MC67 MAGNETIC STRIPE READER (QTY. 1) | | | |
| | MOTOROLA, MC67 BRONZE SUPPORT WARRANTY 3-YR (QTY. 1) | | | |
| | ZEBRA, RW420, PRINTER 4" DT RUGGED MOBILE RECEIPT, CPCL/EPL/ZPL, 8MB/16MB, LCD, IP54, USB, SERIAL, BLUETOOTH, INCL. BATTERY, BELT CLIP (QTY. 1) - EXCLUDED | | | |
| | SYSTEM INTEGRATION VALUE ADD SERVICES AT $50 | | | |
| | BLUESTAR WARRANTY | | | |
| | | $3,566 | 2 | 7,132 |

| BUNDLE SKU | DESCRIPTION | GSA Quote | Quantity | Total |
|---|---|---|---|---|
| | IN-A-BOX, COP, ELECTRONIC CITATION, INTEGRATION SERVICES, IMPLEMENTATION, ON-SITE TRAINING OFFICER, ADMINISTRATOR, AND COURT | | | |
| | BRAZOS TECHNOLOGY, INTEGRATION, SERVICES, SETUP, IMPLEMENTATION, CONFIGURATION | | | |
| | BRAZOS TECHNOLOGY, TRAINING, OFFICER/ADMINISTRATOR/COURT CUSTOMIZED CLASSROOM, UP TO 15 PARTICIPANTS, USE OF SOFTWARE/HARDWARE/REPORTING | | | |
| | SYSTEM INTEGRATION VALUE ADD SERVICES AT $50 | | | |
| | BLUESTAR WARRANTY | | | |
| | | $ 12,675 | 1 | $ 12,675 |

Valid for 30 days from date of quote.

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Quote Date: 9/4/2015

GSA Contract GS-35F-0096X

Brazos Technology
888.693.2811

| BUNDLE SKU | DESCRIPTION | GSA Quote | Quantity | Total |
|---|---|---|---|---|
| | IN-A-BOX, COP, ELECTRONIC CITATION, 4 SLOT CRADLE (QTY. 2) | | | |
| | MOTOROLA, MC67 FOUR SLOT ETHERNET CRADLE KIT, INCLUDES POWER SUPPLY, DC LINE CORD, AC POWER CORD (QTY. 2) | | | |
| | BLUESTAR WARRANTY | | | |
| | | $ 907 | 1 | $ 907 |

| BUNDLE SKU | DESCRIPTION | GSA Quote | Quantity | Total |
|---|---|---|---|---|
| | IN-A-BOX, COP, ELECTRONIC CITATION, 4 SLOT CRADLE (QTY. 1) | | | |
| | MOTOROLA, MC67 FOUR SLOT ETHERNET CRADLE KIT, INCLUDES POWER SUPPLY, DC LINE CORD, AC POWER CORD (QTY. 1) | | | |
| | BLUESTAR WARRANTY | | | |
| | | $ 479 | 1 | $ 479 |

| BUNDLE SKU | DESCRIPTION | GSA Quote | Quantity | Total |
|---|---|---|---|---|
| | IN-A-BOX, COP, ELECTRONIC CITATION, MOTOROLA, MC67 BATTERY QUAD CHARGER KIT W/ 4 BATTERIES (QTY. 1) | | | |
| | MOTOROLA, MC67 BATTERY QUAD CHARGER KIT, INCLUDES POWER SUPPLY AND US AC LINE CORD (QTY. 1) | | | |
| | MOTOROLA, MC67 1.5X EXTENDED LIFE BATTERY (QTY. 4) | | | |
| | SYSTEM INTEGRATION VALUE ADD SERVICES AT $50 | | | |
| | BLUESTAR WARRANTY | | | |
| | | $ 515 | 2 | $ 1,030 |

| BUNDLE SKU | DESCRIPTION | GSA Quote | Quantity | Total |
|---|---|---|---|---|
| IB-ZEBCOD-MANECIT2-GOV | IN-A-BOX, COP, ELECTRONIC CITATION, PORTABLE TECHNOLOGY (QTY. 2) | | | |
| | BRAZOS TECHNOLOGY MAEKIT (RDC) SOFTWARE (QTY. 2) | | | |
| | ZEBRA, RW420, PRINTER 4" DT RUGGED MOBILE RECEIPT, CPCL/EPL/ZPL, 8MB/16MB, LCD, IP54, USB, SERIAL, BLUETOOTH, INCL. BATTERY, BELT CLIP (QTY. 2) | | | |
| | BLUESTAR WARRANTY | | | |
| | | $ 3,412 | 50 | $ 170,600 |

**Non-GSA Items**

| | |
|---|---|
| Interface: Device Level - TriTech VisiCAD (Qty: 1) | $ 2,500 |
| Project Management (Qty: 1) | $ 5,000 |
| Zebra RW420 Quad Battery Charger (Qty: 2) | $ 690 |
| Zebra RW420 Li Ion Battery (Qty: 8) | $ 624 |
| Zebra RW420 Paper (Qty: 10) | $ 950 |
| Zebra RW420 12V DC Cigarette Lighter Adaptor (Qty: 100) | $ 10,500 |

Valid for 30 days from date of quote.

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Law Dept. approved 03.01.16

Quote Date: 9/4/2015

GSA Contract GS-35F-0096X

Brazos Technology
888.693.2811

| | | |
|---|---|---|
| Zebra USB to RJ45 for RW420 (Qty: 100) | $ 2,300 | |
| | $ 22,564 | |
| **Total** | | $ 243,594 |
| **Mfg Discount** | | $10,000 |
| **GRAND TOTAL** | | **$ 233,594** |

**Non GSA - Annual Licensing/Maintenance Fees (After 1st year)**

| | |
|---|---|
| Brazos e-Citation License Annual Maintenance - 110 @ $250ea. | $ 27,500 |
| Brazos Interface to Courts - 1 @ $1000ea. | $ 1,000 |
| Brazos Interface to RMS - 1 @ $1000ea. | $ 1,000 |
| **Total Annual Maintenance** | **$ 29,500** |

Valid for 30 days from date of quote.

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Summary Breakdown by Category:

Total Non-Recurring: $233,594:

- Hardware: $109,869
- Software (including licensing): $103,550
- Services: $20,175
  - $12,675 – Integration Services, Implementation and Training
  - $5,000 – Project management
  - $2,500 – Interface to TriTech VisiCAD

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ESTIMATE

| | |
|---|---|
| Quote Number: | 00002311 |
| Date Created: | 10/5/2015 11:27 AM |
| Expires On: | 12/31/2015 |

| Bill to: | Ship to: | Prepared by: |
|---|---|---|
| City of Franklin-LGD-BZ | City of Franklin-LGD-BZ | Greg Osetkowski |
| 900 Columbia Ave | 900 Columbia Ave | (979) 690-2811 x1540 |
| Franklin, TN 37064 | Franklin, TN37064 | grego@brazostech.com |

| Quantity | Mfg_PartNumber | Product Description | Sales Price | Total Price |
|---|---|---|---|---|
| 1.00 | GSA Bundle, In-A-Box,Cop | GSA Bundle, In-A-Box,Cop | $233,594.00 | $233,594.00 |
| 1.00 | INTERFACE: Device Level - TriTech VisiCAD Mobile | Device Level Interface: TriTech VisiCAD Mobile (Annual Maintenance Fees apply) | $0.00 | $0.00 |
| 1.00 | INTERFACE: CMS - (locally created system) | INTERFACE: Locally Created (Not a CMS Vendor) Court Case Management System (Annual Maintenance Fees apply) | $0.00 | $0.00 |
| 1.00 | INTERFACE: RMS - TriTech (Vision) | INTERFACE: TriTech (Vision) Records Management System. (Annual Maintenance Fees apply) | $0.00 | $0.00 |
| 1.00 | TASK: Field Interview | TASK: Field Interview | $0.00 | $0.00 |
| 1.00 | TASK: eCitations/Summons | TASK: eCitations/Summons Task | $0.00 | $0.00 |
| 1.00 | TASK: eParking (Standard Parking) | TASK: eParking: Standard (non-customized) Parking Task | $0.00 | $0.00 |
| 1.00 | TASK: eWarning | TASK: Standard eWarning Form | $0.00 | $0.00 |

Sign and fax approved quotation to 713.583.9323.

Signature _____

Title _____

Date _____

| | |
|---|---|
| Subtotal | $233,594.00 |
| Tax | |
| **Grand Total** | **$233,594.00** |

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# Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

**Invoicing**: We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your License and Services Agreement.

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of first use of the Tyler Software in live production or (180) days after the Available Download Date.

   1.2 *Maintenance and Support Fees*: Maintenance and support fees for the first annual term are included in the license fees. Subsequent maintenance and support fees, at Tyler's then-current rates, are invoiced annually in advance on the anniversary of the Effective Date. You may contact Tyler at any time during the term to request a quote for the next year's annual maintenance and support fees.

2. Professional Services.

   2.1 *Professional Services*: Professional services are billed as delivered and invoiced as incurred.

   2.2 *Requested Modifications to the Tyler Software*: Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. Other Services and Fees.

   3.1 *Hosting Fees*: Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance on the Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

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4.1 *Third Party Software License Fees*: License fees for Third Party Software are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

4.3 *Third Party Hardware*: Third Party Hardware costs are invoiced upon delivery.

4.4 *Third Party Services*: Third Party Services fees are invoiced upon delivery.

5. Expenses. Travel expenses for one trip to your site are included. The service rates in the Investment Summary do not include travel expenses for any additional travel requested or required. If additional travel is requested or required, expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. We prefer to receive payments electronically. Our electronic payment information is:

| | |
|---|---|
| Bank: | Wells Fargo Bank, N.A.<br>420 Montgomery<br>San Francisco, CA 94104 |
| ABA: | 121000248 |
| Account: | 4124302472 |
| Beneficiary: | Tyler Technologies, Inc. – Operating |

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# Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five days = one checked bag
   - Six or more days = two checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

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B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

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A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

| | |
|---|---|
| Depart before 12:00 noon | Lunch and dinner |
| Depart after 12:00 noon | Dinner |

Return Day

| | |
|---|---|
| Return before 12:00 noon | Breakfast |
| Return between 12:00 noon & 7:00 p.m. | Breakfast and lunch |
| Return after 7:00 p.m.* | Breakfast, lunch and dinner |

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

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# Maintenance and Support Agreement

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. If agreed to by the parties, maintenance services will renew automatically for additional one (1) year terms at Tyler's then-current maintenance fees. Your agreement may be evidenced by timely payment of an invoice duly submitted by Tyler. Alternatively, maintenance and support services may be terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

2. Maintenance and Support Fees. Your initial maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are trained on the Tyler Software, and timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;

   3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

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4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we can't resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at our then current rates. We do not guarantee resolution of a Defect in a version of the Tyler Software Products older than one version behind the then-current release. We reserve the right to decline support calls from users who have not received the required training on the Tyler Software.

6. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 2.

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# Service Level Agreement

**Agreement Overview**

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the Hosting Services that Client has requested Tyler to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

**Definitions**

*Attainment:* The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

*Client Error Incident*: Any service unavailability resulting from Client's applications, content or equipment, or the acts or omissions of any of Client's service users or third-party providers over whom Tyler exercises no control.

*Downtime*: Those minutes during which the applicable software products are materially unavailable for Client's use. Downtime does not include those instances in which only a Defect is present.

*Service Availability*: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

**Service Availability**

The Service Availability of the applicable software products is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

**Client Responsibilities**

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. Client may escalate through the hosting hotline. Client will receive a support incident number. Any Downtime is measured from the time Tyler intakes Client's support incident.

To track attainment, Client must document, in writing, all Downtime that Client has experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar

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quarter. Client must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation County provides must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

**Tyler Responsibilities**

When Tyler's support team receives a call from Client that a Downtime has occurred or is occurring, Tyler will work with Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with Client to resume normal operations.

Upon timely receipt of Client's Downtime report, outlined above, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to Client's Downtime report within thirty (30) days of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

**Client Relief**

When a Service Availability goal is not met due to Client's confirmed Downtime, Tyler will provide Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

| Targeted Attainment | Actual Attainment | Client Relief |
|---|---|---|
| 100% | 98-99% | Remedial action will be taken at no additional cost to Client. |
| 100% | 95-97% | Remedial action will be taken at no additional cost to Client. 4% credit of fee for affected billing cycle will be posted to next billing cycle |

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| | | |
|---|---|---|
| 100% | <95% | Remedial action will be taken at no additional cost to Client. 5% credit of fee for affected billing cycle will be posted to next billing cycle |

Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

**Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client. When maintenance is scheduled to occur, Tyler will provide approximately two (2) weeks' advance written notice to the contact information that Client supplies on Client notification form. When emergency maintenance is scheduled, Client will receive an email at that same contact point.

**Force Majeure**

Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with Client a signed request that said failure be excused. That writing will include the details and circumstances supporting Tyler's request for relief with clear and convincing evidence pursuant to this provision. Client will not unreasonably withhold its acceptance of such a request.

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# Local Government Division Support Call Process

## Products Covered

| Incode | | |
|---|---|---|
| Incode Financials | Incode CIS/CRM | Incode Court Case Management |
| Incode Tyler Public Safety | | |
| **Eagle** | | |
| Eagle Recording | Eagle Tax (Assessor/Treasurer) | Tyler Content Manager |
| **Other** | | |
| Energov | Infinite Visions | |

## Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.
(2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group. Email will be used for responses.
(3) On-line submission – for less urgent and project-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(4) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to support one another, share best practices and resources, and access documentation.

During the Implementation to Support handoff meeting, at the conclusion of the client's project, Tyler representatives will provide the most current toll-free telephone number and email address for submitting support incidents, based on the software licensed.

## Support Availability

Our established software support hours are Monday through Friday from 7:00 AM – 7:00 PM Central Time.

Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

| | |
|---|---|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Eve |
| Labor Day | Christmas Day |

The hours and holiday schedule set forth above does not apply to users of Tyler Public Safety, who have 24/7/365 access to software support personnel for critical issues. Each incident will be billed at the hourly

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rate and minimum charges, according to the terms of our then-current Tyler Public Safety 24/7/365 Support document. Our current Tyler Public Safety 24/7/365 Support document is provided below.

## Issue Handling

### *Incident Tracking*

When a support incident cannot be resolved during its initiation, the client receives an incident tracking number for that issue. The incident tracking number is used to track and reference open issues when clients contact support.

### *Incident Escalation*

Tyler's software support consists of four levels of personnel:

(1) Software Support Analysts – front-line representatives
(2) Software Support Advisors – more senior in their support role, the Advisors assist Software Support Analysts and take on escalated issues
(3) Software Support Team Leads – responsible for the day-to-day supervision of Analysts and Advisors and may assist in incident escalations
(4) Software Support Managers – responsible for the management of support teams for either a single product or a product group

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – by logging into the client incident portal and referencing the appropriate incident tracking number, clients can modify the priority of an issue.

### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the below chart. The goal of this structure is to clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

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| Issue Priorities & Resolutions | | | |
|---|---|---|---|
| Priority Level | Characteristics of Support Incident | Resolution Targets | Development Actions |
| 1 | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database. | Hot Fix – Emergency patch to software as soon as possible |
| 2 | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data. | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedures within five (5) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database. | Regularly-scheduled patch |
| 3 | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database. | Next Release – Scheduled for the next major release |

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| Issue Priorities & Resolutions | | | |
|---|---|---|---|
| Priority Level | Characteristics of Support Incident | Resolution Targets | Development Actions |
| 4 | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level. | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents within two version release cycles and a cosmetic or other support incident that does not qualify as any other Priority Level incident with a future version release. | Future release – not scheduled; reviewed at next planning stage |

## Hardware and Other Systems

If in the process of diagnosing a software support issue it is discovered that a peripheral system or its software is the cause of the issue, Tyler will notify the client so that the client may contact the support agency for that peripheral system. Tyler cannot support or maintain third-party software or hardware.

In order for Tyler to provide the highest level of software support, the client bears the following responsibility related to hardware and software:

(1) All infrastructure executing Tyler software shall be managed by the client.
(2) Support contracts for all third-party software (ex: operating systems, database management systems) associated with Tyler software shall be maintained. Tyler does not support these third-party products.
(3) Daily database backups must be performed; client shall verify the backups are successful.

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# Tyler Public Safety 24/7 Support

## Overview

The purpose of Tyler Public Safety (TPS) 24/7 Support is to provide Tyler Public Safety clients with after-hours support for only critical Public Safety software issues. Support is considered to be after-hours if an incident is reported before 7:00 AM or after 7:00 PM (Central) on normal business days, or any time on weekends and holidays. Calls received outside normal support hours are routed to an answering service equipped to record information regarding the incident. The call center contacts Tyler Public Safety Support personnel via telephone and email with instructions for client call back. The Tyler staff handling the issue contacts the reporting client to troubleshoot the issue through to resolution, calling on second-level resources if necessary to address solutions or conflicts.

## Pricing

If, after contacting the client, the Tyler staff determines the incident to be an issue with the client's hardware or non-TPS software, the client will be billed $250.00/hour, with a one-hour minimum. If the issue is determined to be a fault of the Tyler software, the customer will not be billed. Clients are encouraged to first contact their own IT personnel to diagnose the issue and avoid a charge.

## Process

Personnel involved in Tyler Public Safety 24/7 Support have domain knowledge and skills to resolve critical issues. They include:

(1) Primary on-call contact
(2) Secondary on-call contact
(3) Extended support team staff – utilized in the event additional resources or domain experience, such as development expertise, is required. Development resources will be utilized after hours only if the supported system is completely down due to a programmatic issue. All other development issues will be reported to development and worked on the following business day.

Figure 1 – Contact Flow illustrates the following:

(1) Outside published support hours, client calls the toll-free telephone number provided during the Implementation to Support Handoff meeting
(2) Call is auto-routed to an answering service; answering service personnel gather requisite information about the incident
(3) Answering service staff calls the primary on-call contact; answering service staff calls the secondary on-call contact if unable to speak with the primary on-call contact or other backup staff
(4) Answering service staff submits issue to a group email, resulting in the creation of an incident in Tyler's incident tracking system

## Services Provided

Support services consist of diagnosis and resolution of catastrophic systemic issues that cause failure of live Tyler Public Safety software. The client site must be able to provide Tyler access to all servers involved with the TPS software, application server, and SQL Server. Access to the module with the issue is also required.
Supported issues include:

- Inability to run CAD

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- Inability to create or close calls in the CAD screen
- Inability to activate officers in dispatch
- Inability to assign officers to a call in the Dispatch screen
- Inability to change the status of calls in the Dispatch screen
- Inability of all users to log into Mobile CAD
- Inability of all users to run NCIC queries (if applicable)
- Inability to use the RMS system
- Inability of all mobile users to access Mobile RMS
- Inability of all mobile users to access Mobile Citations

Non Supported issues include:

- One user or one workstation cannot get in software (unless this is a dispatch station in dispatch)
- One user cannot get into CAD or get NCIC returns
- Password issues
- Easy Street Draw, Scene PD, Smart Roads (non-TPS Software)
- Inability to print from a specific workstation or user, or inability to print a specific incident, arrest number, etc.
- Issues related to NetMotion (used for Mobile CAD VPN), Citrix, or Terminal Server, used for Mobile RMS and Mobile Citations. (These are not Tyler Products – we can assist with troubleshooting issues with these, but it will be billable time).

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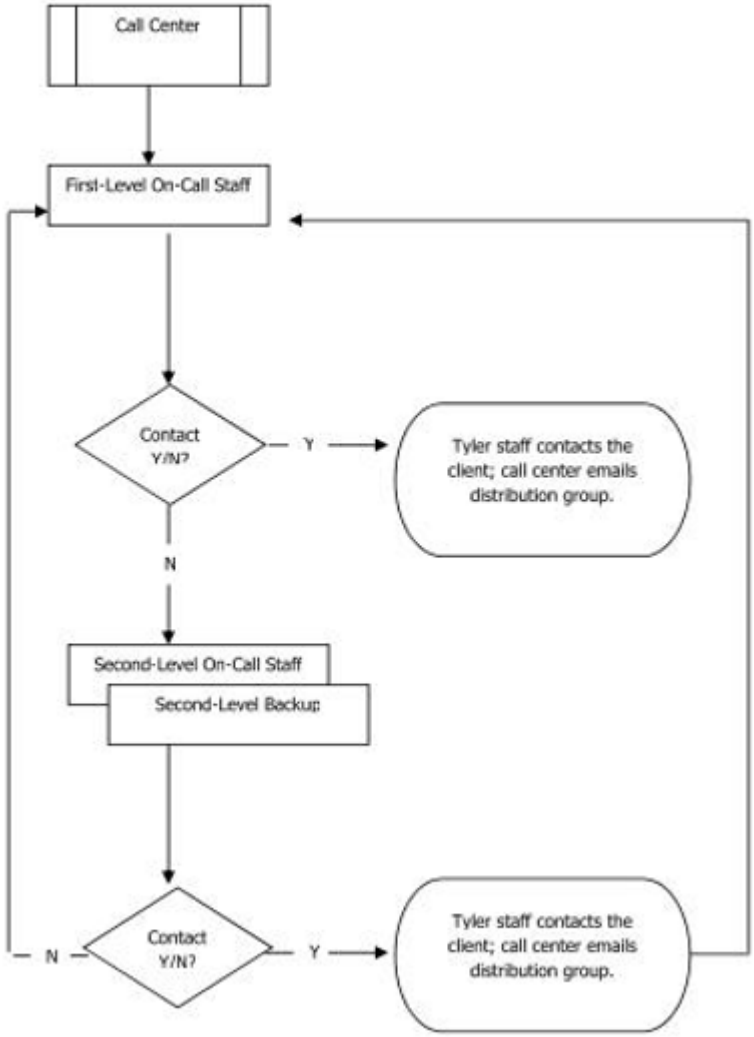
## *Figure 1 – Contact Flow*

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# City of Franklin Insurance Requirements

**City of Franklin Contract No.:** 2015-0401

**1.** Before commencing delivery of services pursuant to the contract referenced above, Tyler Technologies, Inc. shall provide, subject to the approval of the City, one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

| Type of Coverage | Limits of Coverage | Certificate of Insurance |
|---|---|---|
| Commercial General Liability | $1,000,000 Each Occurrence<br>$2,000,000 General Aggregate<br>$1,000,000 Personal and Advertising Injury<br>$2,000,000 Products-Completed Operations Aggregate | Certificate of Insurance shall indicate Certificate Holder* as Additional Insured with copy of Additional Insured blanket endorsement attached |
| Automobile Liability (Owned, Non-Owned, and Hired Vehicles) | $1,000,000 Combined Single Limit Each Accident | Certificate Holder* only |
| Workers Compensation | Statutory limits | Certificate Holder* only |
| Employers Liability | $1,000,000 Bodily Injury Each Accident<br>$1,000,000 Policy Limit Bodily Injury by Disease<br>$1,000,000 Each Employee Bodily Injury by Disease | Certificate Holder* only |
| Cyber Liability - Network and Information Security Liability | $5,000,000 Each Wrongful Act | Certificate Holder* only |

*Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

**2.** If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before or while onsite services are being performed by Tyler Technologies, Inc. and for one year thereafter, then Tyler Technologies, Inc. shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

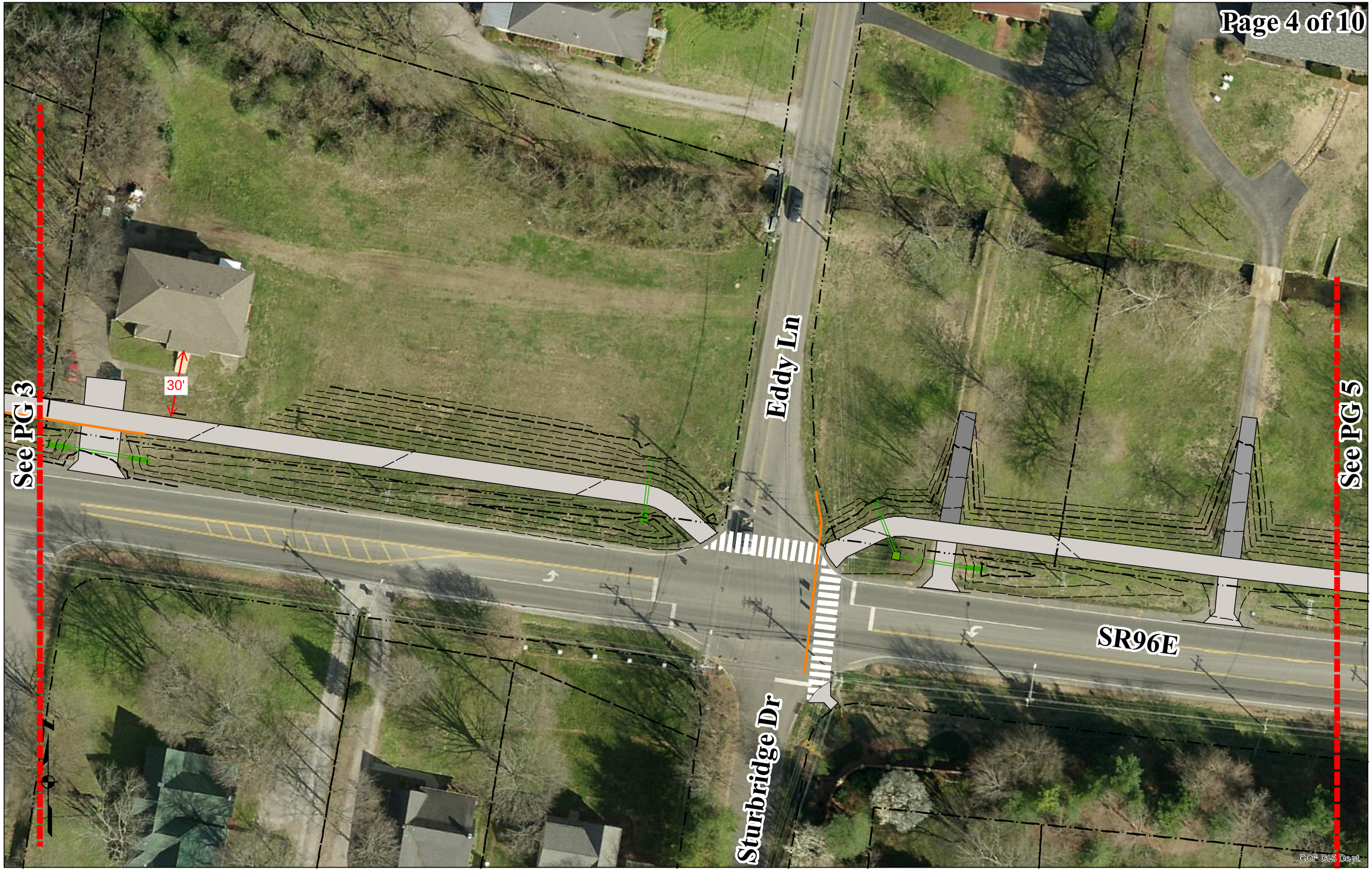
**3.** In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified (such that the referenced insurance coverage no longer meets or exceeds the City's minimum types and limits of insurance coverage as indicated above) or canceled before or while onsite services are being performed by Tyler Technologies, Inc. and for one year thereafter, then Tyler Technologies, Inc. shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

**4.** Tyler Technologies, Inc. agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

N
See PG2
COF GIS Dept

See PG1
See PG 3
N
COF GIS Dept.

See PG 2
See PG 4
64'
60'
52'
Reset Existing
brick pavers
SR96E
Ewingville Dr
COF GIS Dept.


See PG 3
30'
Eddy Ln
See PG 5
SR96E
Sturbridge Dr
COF GIS Dept

See PG 4
See PG 6
SR96E
Yorktown Dr
COF GIS Dept

See PG 5
See PG 7
SR96E
Watercress Dr
COF GIS Dept.

See PG 6
See PG 8
Ralston Ln
SR96E
N
COF GIS Dept.

See PG 7
See PG 9
SR96E
N
COF GIS Dept.

Protect Existing Trees
SR96E
Welsh Ln
See PG 8
See PG 10
COF GIS Dept.

Buckingha Cir
Mack Hatcher Pkwy
SR96E
See PG 9
Relocate MTEMC Poles
Replace Existing Fence.
City of Franklin TN GIS Dept.

## Memorandum

*To:* *Paul Holzen, P.E., City of Franklin*

*From:* *David Mason, P.E., CDM Smith*

*Date:* *November 13, 2015*

*Subject:* *SR96 Sidewalk Improvements, LOMR Assessment*

The City of Franklin, TN is constructing a sidewalk along Murfreesboro Road. The western portion of this planned sidewalk improvement is within the 100-year flood plain associated with both the Harpeth River and North Ewingville Creek, which is a small tributary to the Harpeth River. This tributary runs roughly parallel to Murfreesboro Road for a section of the planned improvements area. CDM Smith completed a hydraulic model study to investigate if this planned sidewalk improvement would result in any changes of the base flood elevations that would require a Letter of Map Revision (LOMR) from FEMA.

Note that the commonly referred to 100-year flood elevation is more appropriately designated as the 1% annual chance flood elevation and is the Base Flood Elevation (BFE).

Design drawings of the planned improvements were provided to CDM Smith by the City. Information for the Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) and corresponding HEC-RAS hydraulic model data were also obtained from FEMA. The design drawings were imported into ArcGIS and geo-referenced so they could be reviewed alongside information on the FIRM and model data more easily. **Figure 1** shows the geo-referenced drawings and the flood extents from the FIRM.

Two HEC-RAS models were obtained from FEMA. One was for the Harpeth River in Willison County and the second was for the North Ewingville Creek. This second model was referred to as "Unnamed Trib2" and from the FIS and FIRM data it was confirmed to be the correct model.

The impacts of the planned sidewalk improvements were considered separately for each model. The western-most sections of the planned improvements are within the flood plain from the Harpeth River. Only one cross-section in the Harpeth River model would be impacted by planned improvements. This cross-section is used to define the downstream face of the bridge across the Harpeth River for Murfreesboro Road. Since the road is at a higher elevation than the road deck the planned improvements will not impact flood elevations for the Harpeth River. This was verified with the model by raising the elevation of the cross-section within the project area and beyond by two feet. While this is a greater change in elevation than is planned, simulation results under

otherwise identical conditions resulted in no change to the base flood elevation. The modified cross-section and upstream bridge are shown in the **Figure 2**.

The second model referred to as "Unnamed Trib2" is a model of North Ewingville Creek. This small tributary runs roughly parallel to Murfreesboro Road in the area of the planned sidewalk improvements. **Figure 3** shows the modeled tributary including cross-section locations in relation to the project area. The cross-section profiles for the existing model were compared with the existing contours provided on the plan drawings to confirm that the cross-sections were a good representation of the existing conditions. The cross-sections were then adjusted in the project area to match the planned elevation contours representing sidewalk project improvements. An example of how the cross-sections were modified is shown on **Figure 4**. The updated model geometry was then simulated with the same flow as in the existing condition model and the resulting base flood elevations were compared. For most of the model extents there was almost no change in base flood elevations but an increase of approximately 0.5 feet was predicted downstream of Driveway 5 and an increase of approximately 0.23 feet was predicted between Driveway 6 and 7. The flood profile for North Ewingville Creek in the project area is shown in **Figure 5.**

## Conclusion

The planned sidewalk improvements decrease the conveyance capacity of the North Ewingville Creek during the 100-year flood event. Model simulations indicate that this would result in approximately 0.23 foot increase in the base flood elevation for approximately 400ft between Driveway 6 and 7 as shown in DRAFT Figure 5 Profile. Based on our evaluation of existing topographic data and aerial photography, this does not appear to impact any existing structures/homes within the corridor study area. However, given this result of a rise in the BFE, a LOMR will be required.

**Figure 1 Design Drawings and Flood Extents on Base Map**

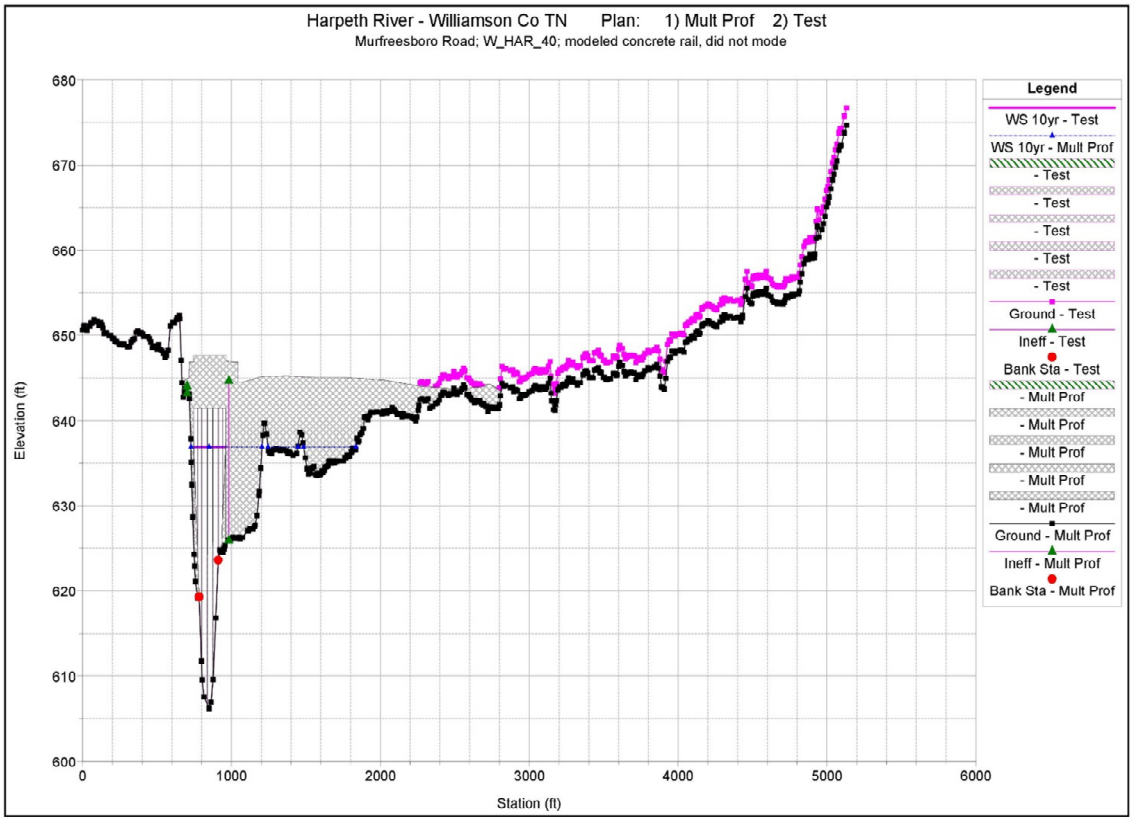



**Figure 2 Harpeth River Model Cross-Section-- No BFE Change**

**Figure 3 North Ewingville Creek Modeled Cross-Sections (green lines)**

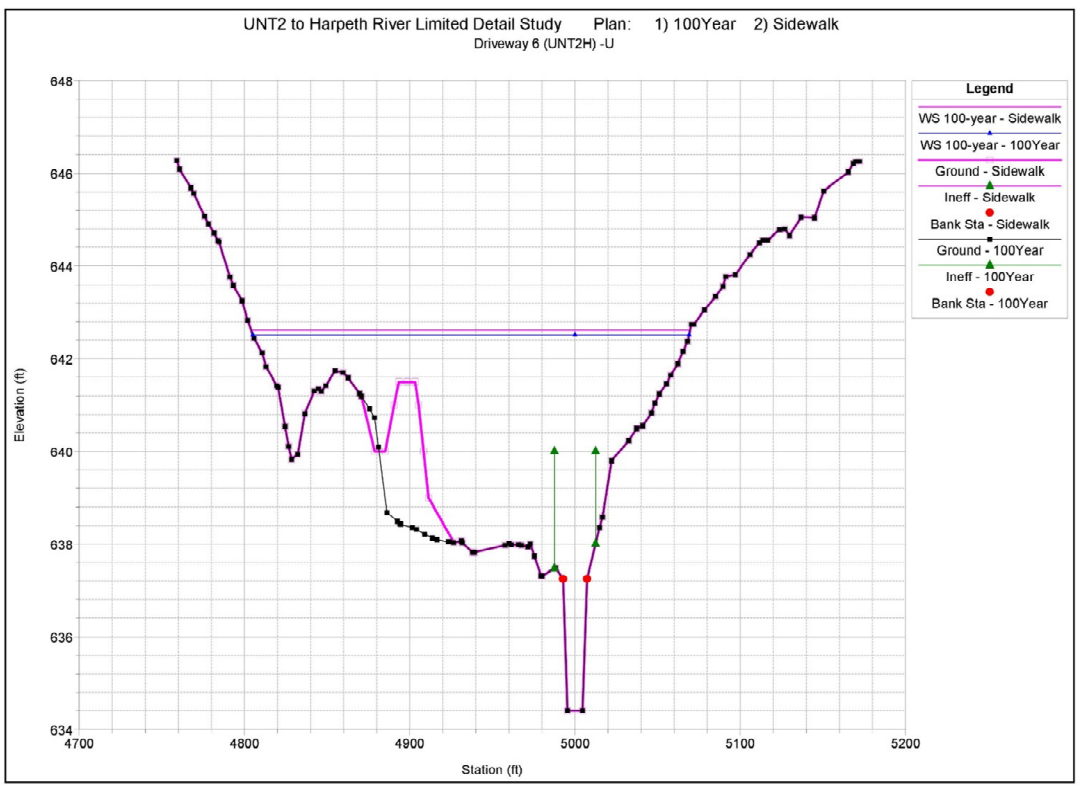



**Figure 4 Example of Changed Cross-Section for North Ewingville Creek**

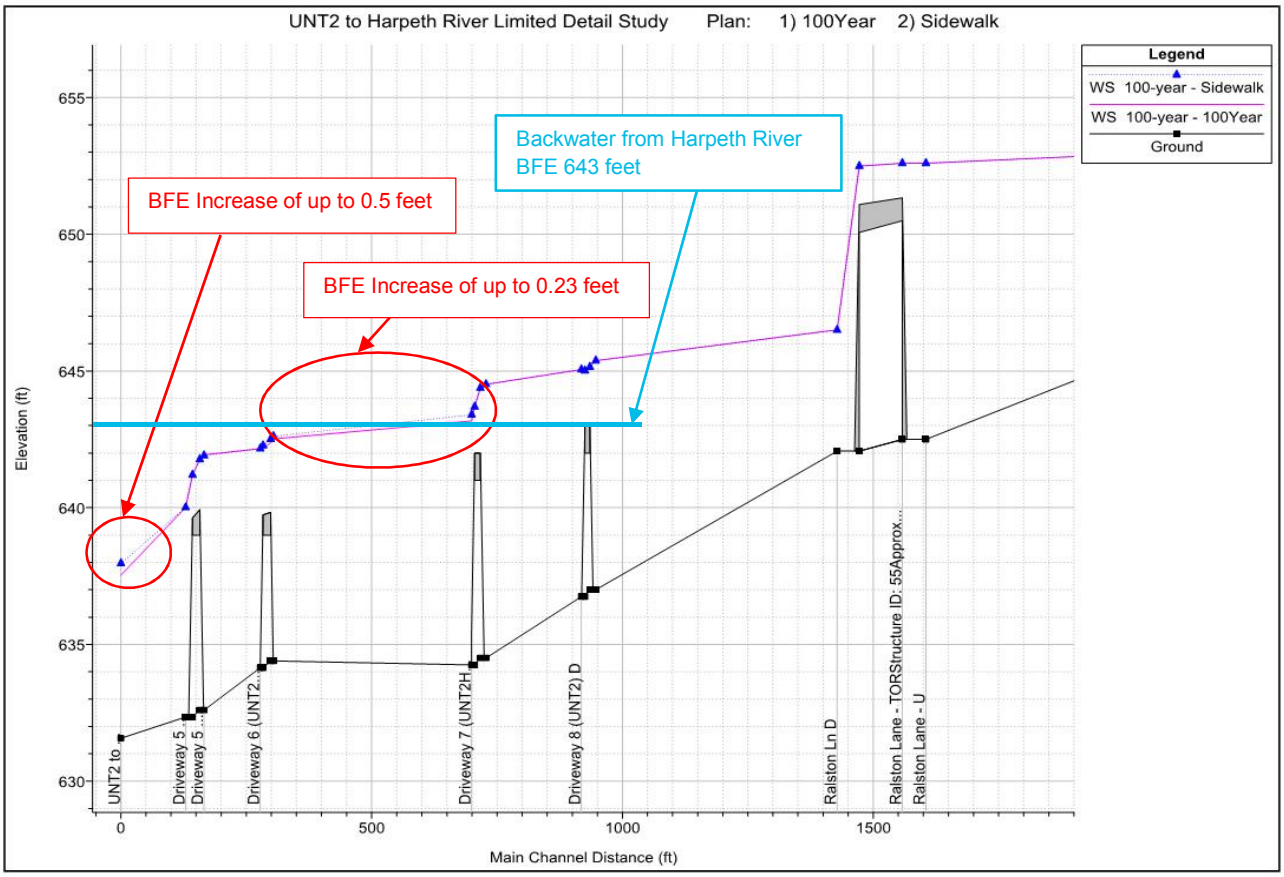



**Figure 5 Profile for North Ewingville Creek within the Project Area**

**RESOLUTION 2016-13**

**RESOLUTION TO TERMINATE COF CONTRACT NO. 2015-0377, A PROCUREMENT AGREEMENT WITH CHARLIE IRWIN PAINTING, LLC**

**WHEREAS,** the City of Franklin initiated a bid for improvements to the shelter at Bicentennial Park, and

**WHEREAS,** Charlie Irwin Painting, LLC was awarded the bid on January 4, 2016, to complete the work described within the specific procurement solicitation, and the City entered into COF Contract No. 2015-0377 ("the Contract") for such work; and

**WHEREAS,** additional design services will be required for the shelter and surrounding grounds at Bicentennial Park causing the scope of work needed by the City and the deadline by which the work is needed to change; and

**WHEREAS,** the Contract provides that either party may terminate the Contract, with or without cause, with thirty (30) days' notice; and

**WHEREAS,** due to these unforeseen changes, the City must exercise its right to terminate the Contract and desires to give notice to Charlie Irwin Painting, LLC, that COF Contract No. 2015-0377 is cancelled, effective April 21, 2016.

**NOW, THEREFORE, BE IT RESOLVED,** by the Board of Mayor and Aldermen for the City of Franklin, hereby gives thirty (30) days' notice to Charlie Irwin Painting, LLC, of the termination of the Contract. The Contract will be cancelled effective April 21, 2016.

**IT IS SO RESOLVED AND DONE** on this 22nd day of March, 2016.

**ATTEST:**

**By: _____**
**Eric Stuckey**
**City Administrator**

**CITY OF FRANKLIN, TENNESSEE**

**By: _____**
**Dr. Ken Moore**
**Mayor**

Approved as to form by:

_____
Kristen L. Corn
Assistant City Attorney

Law Dept. approved 03.02.16

| CITY OF FRANKLIN | EXPIRES: 12/31/2016 |
|---|---|

CARDINAL™
TRACKING INC.

# SOFTWARE LICENSE AGREEMENT

**IMPORTANT - READ CAREFULLY: THIS SOFTWARE LICENSE AGREEMENT (LICENSE) IS A LEGAL AGREEMENT BETWEEN YOU (CUSTOMER) AND CARDINAL TRACKING, INC. (CARDINAL) REGARDING USE OF THE SOFTWARE PRODUCT. BY INSTALLING, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS SOFTWARE LICENSE, DO NOT INSTALL OR USE THE SOFTWARE PRODUCT, BUT INSTEAD RETURN IT TO CARDINAL FOR A FULL REFUND.**

1. **THE SOFTWARE PRODUCT.** Unless or except as otherwise provided herein, the Software Product shall include the Cardinal computer software programs purchased by Customer and listed on Cardinal's invoice, along with all associated media, printed materials, and online or electronic documentation, as well as any updates, upgrades, patches, modifications, and/or supplements to the original Software Product that may be provided by Cardinal in accordance with the Support Services Addendum attached hereto.

2. **SOFTWARE PRODUCT LICENSE.** Subject to the terms and conditions of this Agreement, Cardinal grants to Customer a non-transferable, non-exclusive license to use the Software Product for Customer's own internal business purposes during the term of this Agreement. The grant of a License hereunder does not transfer title or any proprietary or intellectual rights in the Software Product to Customer. All patents, copyrights, trademarks, trade secrets and other intellectual property rights relating thereto shall be owned solely and exclusively by Cardinal or its suppliers, as applicable.

a. **Applications Software.** A single License shall grant Customer the right to install one copy of the Software Product or any prior version for the same operating system on a single computer. This includes the Software Product purchased by and licensed to Customer and listed on Cardinal's invoice. Customer must obtain multiple licenses for concurrent use of the Software Product on multiple computers.

b. **Storage/Network Use.** Customer may store or install a copy of the Software Product on a storage device, such as a network server, used only to install or run the Software Product on Customer's other computers over an internal network; however, Customer must acquire and dedicate a license for each concurrent user accessing the software. Software Product obtained pursuant to a single license may be installed on multiple computers but may not be used concurrently on multiple computers.

c. **Copies.** Following installation of the Software Product on a single computer, in the case of a single license, or on multiple computers, in the case of multiple licenses, the Software Product, in the form and on the medium originally provided to Customer, may be kept solely for backup or archival purposes unless permission to do otherwise is obtained from Cardinal in writing. Customer may not copy the software, electronic media or printed materials comprising the Software Product without written permission from Cardinal. Any permitted copy of the Software Product must contain the same copyright and other proprietary notices that appear on or in the Software Product.

3. **DELIVERY.** Upon receipt of payment by Customer of the initial charge specified in Cardinal's invoice, Cardinal shall issue a copy of the Software Product to Customer, as soon as practicable, in an appropriate, executable format. In the event that Cardinal elects to provide the Software Product to Customer on more than one type of medium, Customer may use the type of medium that is appropriate for each authorized computer for which Customer has purchased a license. Customers shall not use or install additional copies of the Software Product delivered through alternate mediums on any unauthorized computer, or permit any third party to install such additional copies on any unauthorized computers.

4. **ACCEPTANCE.** Customer shall be deemed to have accepted the terms of this Agreement, and all of Customer's obligations as set forth herein, by either (i) delivering a signed copy of this Agreement to Cardinal or (ii) installing, copying, downloading or otherwise accessing or using the Software Product, whichever occurs earlier. In any case, Customer must return a signed copy of this Agreement to Cardinal as soon as reasonably practicable.

5. **TERM; RENEWAL.** Customer shall be entitled to use the Software Product in accordance with the terms and conditions of this Agreement for one year from the date of acceptance, as specified above. This License shall be renewable upon payment by Customer of the annual fee for the coming year, calculated in accordance with the Fee Addendum, which must be received by Cardinal by the date specified in the Renewal Form that will be sent to Customer prior to the expiration of Customer's License. Customer acknowledges that the annual fee is subject to change upon renewal due to general price increases and/or general inflation increases, as set forth in the Fee Addendum. Customer's failure to renew this license for the next term in a timely manner shall constitute a termination of this License. Customer expressly acknowledges that, should Customer's License be permitted to expire, a reinstatement fee will be charged by Cardinal at the time of any future, subsequent renewal.

6. **SUPPORT SERVICES.** Cardinal shall provide to Customer any Support Services related to the Software Product described in the Support Services Addendum, as amended or supplemented by Cardinal from time to time through written or online documentation.

   a. **Supplemental Code.** Any supplemental software code provided to Customer as part of said Support Services shall be deemed a part of the Software Product and subject to the terms and conditions of this License.

   b. **Updates and Upgrades.** Updates are revisions to the existing revision level of the application involving program fixes and minor program modifications. Upgrades are total releases that usually include new features and functions. Any Updates or Upgrades made available to Customer in accordance with the Support Services Addendum shall be deemed a part of the Software Product and subject to the terms and conditions of this License.

7. **CUSTOMER OBLIGATIONS.** Customer will be responsible for furnishing to Cardinal complete and accurate information describing Customer's hardware and software configurations at the time of initial installation and for promptly informing Cardinal of any subsequent changes thereto. Customer shall also be responsible for documenting and promptly reporting to Cardinal all errors or malfunctions of the Software Product. **FAILURE TO FURNISH SUCH INFORMATION WILL INVALIDATE THE LIMITED WARRANTY PROVIDED HEREAFTER.**

8. **LIMITATIONS.** This License shall be subject to the following limitations:

a. Customer may not copy, reproduce, or duplicate in any manner the Software Product without the prior written consent of Cardinal.

b. Customer may not reverse engineer, decompile or disassemble the Software Product, in whole or in part.

c. The Software Product is licensed as a single product and its component parts may not be separated for use on more than one computer, with the exception of Customer's purchase of a multi-user license allowing the use of the Software Product on a network.

d. Customer may not sell, rent, lease, transfer, sub-license, lend or otherwise distribute the Software Product or otherwise allow an unauthorized third party to use the Software Product.

e. Customer may not write or develop any derivative software or other software program based upon the Software Product without seeking and obtaining written permission from Cardinal.

9. **TERMINATION.** Without prejudice to any other rights, Cardinal may terminate this License if Customer fails to comply with any of the terms and conditions herein. Cardinal shall provide a written notice of termination to Customer, stating the reason for such termination, which shall be effective as of thirty (30) days of the date of such notice if Customer's default is not corrected prior thereto. **IN THE EVENT OF A TERMINATION OF THIS LICENSE, FOR ANY REASON, CUSTOMER EXPRESSLY AUTHORIZES CARDINAL, AT ITS OPTION, TO REMOTELY DISABLE THE COMPUTER SOFTWARE PROGRAMS LICENSED TO CUSTOMER AT ANY TIME AFTER THE EXPIRATION OF THE 30-DAY NOTICE PERIOD.** Customer also agrees to destroy any and all copies of the Software Product and its component parts in Customer's possession and to provide, upon demand by Cardinal, a writing certifying that, to the best of Customer's knowledge, all originals and copies of the Software Product, in whole or in part, have been destroyed. If this License is terminated due to Customer's default, Customer shall not be entitled to a refund of any portion of any fees paid by Customer.

10. **COPYRIGHT.** The Software Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Title and copyright to the Software Product are owned by Cardinal or its suppliers. Customer acknowledges that aspects of the licensed materials, including the specific design, structure and code of individual programs, constitute trade secrets and/or copyrighted material of Cardinal or its suppliers. Customer agrees (i) not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of Cardinal; and (ii) not to cover, suppress, delete, modify or intentionally render inconspicuous any identification labels, trademark symbols, copyright symbols and legends, legal notices, or other proprietary markings on or in the licensed materials. In the event that Customer becomes aware of any unauthorized possession, use, or knowledge of the Software Product, Customer agrees to promptly notify Cardinal of such, including in such notice the details of the unauthorized access and the identities of the individuals or entities involved, if known, and to cooperate with Cardinal in any litigation or other proceedings initiated by Cardinal in order to protect its rights.

11. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software Product and documentation are provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(l)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Cardinal Tracking, Inc., 1825 Lakeway Dr., Suite 100, Lewisville, Texas 75057; Telephone 800-285-3833.

12. **RESERVATION OF RIGHTS.** All rights not expressly granted to Customer herein are reserved by Cardinal.

13. **EXPORT PROHIBITED.** Customer may not export or re-export the Software Product, any part thereof, or any process or service that is the direct product of the Software Product (collectively

the "Restricted Components") (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which may include, but are not necessarily limited to, Cuba, Iran, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any person or entity who Customer knows or has reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any agency of the U.S. government. Customer warrants and represents that neither the BXA nor any other agency of the U.S. government has suspended, revoked or denied its export privileges. Customer agrees to indemnify and hold Cardinal harmless from any loss, damages, liability or expenses incurred by Cardinal as a result of Customer's failure to comply with any export regulations or restrictions.

14. **LIMITED WARRANTY.** Cardinal warrants that, after installation of the Software Product, the Software Product will perform substantially in accordance with Cardinal's online manuals and documentation for a period of one year from the date of acceptance by Customer (excluding updates, upgrades, patches, modifications, and/or supplements to the original Software Product, which are not covered by this Limited Warranty). This Limited Warranty is void if failure of the Software Product has resulted from operator error, defective hardware, electrical surges, failure of electrical power, accident, abuse, misapplication, or any other reason not due to defects in materials and workmanship. **THIS WARRANTY SHALL NOT BE EFFECTIVE UNTIL CUSTOMER HAS ACCEPTED THIS LICENSE, AS SET FORTH HEREIN, AND FULFILLED ITS OBLIGATIONS PURSUANT TO SECTION 7 OF THIS LICENSE TO FULLY INFORM CARDINAL OF CUSTOMER'S SYSTEM CONFIGURATION AND COMPONENTS AND TO PROMPTLY ADVISE CARDINAL OF ANY CHANGES THERETO.**

15. **NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CARDINAL AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NOTWITHSTANDING THE FOREGOING, TO THE SOLE EXTENT THAT ANY IMPLIED WARRANTY CANNOT BE VALIDLY DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTY SHALL BE LIMITED TO A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE BY CUSTOMER. NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WILL APPLY AFTER THIS PERIOD.**

19. **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CARDINAL OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUE, OPERATIONAL INTERRUPTION, LOSS OF DATA OR OTHER INFORMATION, FAILURE OF CUSTOMER'S EQUIPMENT, NETWORK OR SOFTWARE NOT PROVIDED BY CARDINAL, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF CARDINAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CARDINAL'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LICENSE SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SOFTWARE PRODUCT OR U.S. $5.00.**

20. **NOTICES.** Any notice required or desired to be given under this Agreement or any of its Addendums or Attachments shall be in writing and shall be deemed given when delivered either in person, upon confirmed delivery by facsimile, or on the third day following mailing by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows: (i) if to Cardinal, at 1825 Lakeway Dr., Suite 100, Lewisville, Texas 75057, or such other address as may hereafter be designated by Cardinal in writing; and (ii) if to Customer, at the address listed below, or such other address as may hereafter be designated by Customer in writing.

21. **WAIVER.** The failure of either party to enforce at any time any provision of this Agreement, including any Addendums or Attachments incorporated herein, shall not be construed as a waiver of such provision or of any subsequent default thereof.

22. **COMPLETE AGREEMENT.** The parties agree that this Agreement, along with any Addendums and Attachments incorporated herein, is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to the subject matter of this Agreement.

23. **SURVIVAL.** The provisions of this Agreement (including Addendums and Attachments hereto) that by their nature would continue beyond termination or expiration of this Agreement, such as duties with regard to confidential or copyrighted information, payment obligations for amounts due, or provisions limiting or disclaiming warranties or liability, shall survive such termination or expiration.

24. **SEVERABILITY.** Should any part or provision of this Agreement or any of its Addendums or Attachments be held unenforceable, such part or provision shall be deemed to be independent of all of the other parts and provisions of this Agreement, and all of the other parts and provisions shall remain in full force and effect.

25. **AMENDMENTS.** This Agreement, including its Addendums and Attachments, may not be modified, altered, or amended in any manner except by an agreement in writing executed by the parties hereto.

26. **GOVERNING LAW; VENUE. THIS AGREEMENT, ALONG WITH ITS ADDENDUMS AND ATTACHMENTS, IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE AND THE UNITED STATES OF AMERICA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES THAT MAY PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. All sums of money due and payable under this Agreement shall be paid to Cardinal at 1825 Lakeway Dr., Suite 100, Lewisville, Texas 75057.**

27. **OTHER LAW. SOME STATES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OF WARRANTIES OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE LIMITED WARRANTY SET FORTH HEREIN GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. TO THE EXTENT ANY SUCH STATES OR COUNTRIES DO NOT ALLOW CERTAIN WARRANTY TERMS HEREIN, OR REQUIRE WARRANTY TERMS BE INCLUDED, THEN THE APPLICABLE LAW AND REQUIRED TERMS SHALL CONTROL.**

28. **HEADINGS.** The headings of the various sections in this Agreement and in any Addendums or Attachments hereto are for convenience of reference only and shall no modify, define, expand or limit any of the terms or provisions hereof.

29. **BINDING EFFECT, NO ASSIGNMENT.** This Agreement (including Addendums and Attachments hereto) is binding upon and inures to the benefit of the successors and assigns of the parties hereto; provided, however, Customer shall not assign or otherwise transfer the Software Product or this License to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Cardinal's prior written consent. No authorized assignment shall relieve Customer of the obligations undertaken by Customer herein unless Cardinal expressly consents thereto in writing.

30. **ELECTRONIC SIGNATURES.** This Agreement and any Addendums or Attachments may be executed by facsimile or scanned and electronically transferred signatures.

CARDINAL TRACKING. INC.: **By:** _____

(Authorized Signature)

Its: Steve Leuschner, President, CEO
(Print Name and Title)

CUSTOMER ACCEPTANCE:
License Agreement accepted the ____ day of _____ , 20 __ .

_____

(Organization Name)

By: _____
(Authorized Signature)

Its: _____
(Print Name and Title)

Address: _____

_____

_____

**Please complete and return to CARDINAL TRACKING, INC.,**
**1825 Lakeway Dr., STE 100,**
**Lewisville, TX 75057**

CARDINAL™
TRACKING INC.

# SUPPORT SERVICES ADDENDUM

This Support Services Addendum is an attachment to the Software License Agreement dated the day of . 20 . The terms and conditions of this Addendum are hereby incorporated into the Software License Agreement by reference. Delivery of the support services described herein is expressly conditioned on Customer's acceptance of the terms and conditions of this Addendum.

The Support Services described herein shall apply to most Customers in most instances; however, receipt of a license for certain types of software offered by Cardinal may entitle the Customer to increased or enhanced support services. In the event that the Software Product licensed to Customer is one with respect to which such increased or enhanced support services are offered, the parties may execute an Attachment to this Addendum specifying such increased or enhanced support services, which shall be incorporated herein and which shall be controlling to the extent such Attachment provides for different or additional support services.

## TOTAL SYSTEM SUPPORT PACKAGE

For so long as Customer shall maintain a current License for Cardinal's Software Product and fulfill its obligations under the Software License Agreement, including payment of the annual fee described in the Fee Addendum, as well as any obligations specifically set forth in this Addendum, Customer shall be entitled to the support services comprising Cardinal's Total System Support Package, as described herein, which shall include a customer support hotline service, ongoing consulting services, record keeping and documentation control, hardware services and software services. Although primary support service for third party hardware and software may be provided by the respective third party vendors, Cardinal will provide problem determination through the Total System Support Package.

Cardinal will perform the support services in a professional and workmanlike manner consistent with applicable industry standards, using such resources as Cardinal deems necessary in accordance with the terms and conditions of this Addendum. Support services shall be performed solely in relationship to the license or licenses granted by Cardinal to Customer under the Software License Agreement and/or in relation to any hardware purchased from or through Cardinal.

Customer shall be entitled to support services in accordance with the terms and conditions of this Addendum for one year from the earlier of (i) the delivery to Cardinal of signed copies of the Software License Agreement and this Addendum; (ii) installation or use of any Software Product obtained pursuant to the Software License Agreement; or (iii) Customer's receipt and acceptance of any hardware device purchased from Cardinal and in respect of which Cardinal has agreed to provide support services hereunder. In any case, Customer must return a signed copy of the Software License Agreement and this Addendum to Cardinal as soon as reasonably practicable.

This Total System Support Package shall be renewable upon payment by Customer of the annual fee for the coming year, calculated in accordance with the Fee Addendum, which must be received by Cardinal by the date specified in the Renewal Form that will be sent to Customer prior to the expiration of the preceding one-year term. Customer acknowledges that the annual fee is subject to change upon renewal due to general price increases and/or general inflation increases, as set forth in the Fee Addendum. Customer expressly acknowledges that, should the Total System Support Package be permitted to expire, a reinstatement fee will be charged by Cardinal at the time of any future, subsequent renewal.

## CUSTOMER SERVICE

The Cardinal Customer Support Group shall act as the account manager for Customer's software and/or hardware support needs. This service includes unlimited email and telephone software support for the term of this Agreement.

Customer Support Representatives will be available to assist Customers Monday through Friday from 8:00 a.m. to 5:00 p.m., Central Standard Time, via email or Cardinal's toll free support line, excluding holidays observed by Cardinal. Cardinal will provide Customer with its planned holidays upon request. The above hours of operation are subject to change by Cardinal at any time upon thirty (30) days' written notice to Customer.

During the above-referenced hours of operation, Customer shall be entitled to initiate email or telephone consultations with Customer Support Representatives to discuss such things as (1) installation instructions, (2) hardware and software inquiries, (3) operating procedures, (4) modifications to the existing system, and (5) other concerns that may arise. All Customer inquiries or requests should be focused through the Customer Support Representatives. The Customer Support Group will be responsible
for all aspects of the account and will serve as Customer's in-house spokesperson at Cardinal.

All email or telephone contacts by Customer will be documented to assist Cardinal personnel in tracking any issue or problem reported by Customer, the status of which will be monitored until final resolution. The Cardinal Customer Support Group will maintain a log for tracking purposes which reflects the current status of each outstanding hardware or software issue and all modification requests. Logs may include problem or modification reference numbers, date reported, description, priority and/or scheduled release date, as applicable.

## SOFTWARE SERVICES

Cardinal shall make general release updates and upgrades available for download by Customers holding current licenses from Cardinal's FTP site after their release for distribution. Currently licensed Customers will be notified of the availability of updates and upgrades, along with descriptions of the modifications or functions included and any recommendations that Cardinal may choose to provide concerning training or related support services. It will be Customer's responsibility to obtain any training or data related support services relating to any update or upgrade.

Cardinal may also incorporate engineering changes/enhancements to any licensed software in Customer's
use and possession in order to reasonably provide support services to Customer, taking into account Customer's needs, any errors reported, and any other factors that Cardinal considers appropriate. Any such changes shall be provided to Customer at no additional charge. Customer agrees to install any changes in accordance with instructions provided by Cardinal. The Customer Support Representative will notify Customer of said engineering changes and provide the telephone support necessary to install the changes.

Cardinal will repair or replace any licensed software product deemed by Cardinal to be faulty or defective as a result of engineering or technical services provided by Cardinal. Any custom changes or modifications to software requested by Customer will be at an additional charge.

With respect to technical information provided by Customer to Cardinal as part of any support services, Cardinal may only use such information for product support and development and Cardinal may not utilize such technical information in any form that identifies Customer.

This Addendum does not entitle Customer to any on-site installation, training, maintenance, or repair services, which shall be at the rates charged by Cardinal at the time of the performance of the on-site services. Customer agrees to reimburse Cardinal for all reasonable travel, lodging and other related

expenses incurred by Cardinal or its personnel in connection with the performance of on-site training or support services.

## HARDWARE SERVICES

Support for any hardware purchased from Cardinal can also be accessed through Cardinal's Customer Support hotline. Cardinal will provide all labor and materials deemed necessary by Cardinal to maintain the hardware in accordance with this Addendum. Unless otherwise agreed by the parties, all hardware support shall be performed at one of Cardinal's designated Service Centers. Such hardware support may include non-warranty and warranty repair, where authorized.

Cardinal will provide a five (5) day in-house turn-around time upon receipt of Cardinal serviceable hardware at a Cardinal Service Center during normal business hours. Service Center hours of operations are Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Standard Time, excluding holidays observed by Cardinal. Shipping charges to the designated Service Center will be paid by the Customer, and return shipment will be paid by Cardinal. Return shipment will be in the same manner in which it was received. Customer shall notify the Customer Support Representative if expedited service is required. The cost for the expedited service shall be borne by Customer.

Cardinal reserves the right to incorporate engineering changes to the hardware that will result in improved product performance and/or reliability. The installation of such changes, whether through normal service cycles or on-site visits, will be at the sole determination of Cardinal. The Cardinal Customer Support Representative will notify the Customer of any on-site engineering changes planned and the respective installation schedule or plan. Any on-site services shall be provided at the rates charged by Cardinal at the time of the performance of such services. Customer agrees to reimburse Cardinal for all reasonable travel, lodging and other related expenses incurred by Cardinal or its personnel in connection with the performance of on-site support services.

## EXCLUSIONS

The Total System Support Package *excludes* support for the following items:

1. Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities prescribed by the applicable installation manual.
2. Repair of damages or increase in service time caused by the use of the Equipment for other than data processing purposes for which designed.
3. Repair of damage caused by accident or disaster which includes, but is not limited to, electrical surges, failure of electrical power, fire, flood, submersion in water, wind, lightning, transportation subsequent to delivery, or force majeure.
4. Repair of damage or replacement of parts caused by sabotage, neglect, misuse, as a result of impact or droppage, or other harsh treatment not consistent with the Equipment's intended use.
5. Inspection of altered Equipment, repair of damage, or increase in service time caused by alterations not authorized by Cardinal, which alterations include, but are not limited to, any deviation from Cardinal's physical, mechanical or electrical Equipment design.
6. Service time and materials associated with the rearrangement or relocation of equipment.
7. Repair or replacement of case parts, broken glass or damage as a result of broken glass.
8. Repair or replacement of external cables, batteries, carrying case, or other consumables.

9. Additional custom changes or modifications to software specifications, functionality, or features as requested by Customer.

ADDITIONAL TERMS AND CONDITIONS

**CUSTOMER OBLIGATIONS.** Customer agrees to provide Cardinal with access to Customer's sites and facilities, as well as appropriate personnel, during Customer's normal business hours as reasonably required by Cardinal to perform the support services. Customer will also make available to Cardinal all information and materials requested by Cardinal for use in replicating, diagnosing and/or correcting an error or other problem with the software or hardware reported by Customer. Customer acknowledges that Cardinal's ability to provide satisfactory support services is dependent on Customer providing the information necessary to replicate, diagnose and/or correct the problem reported by Customer.

**WORK PRODUCT.** Cardinal shall own all rights, title and interest in methodologies, processes, and documentation, and all intellectual property rights therein, developed during the provision of the support services involving (i) implementation or installation of the Software Product into Customer's environment, (ii) configuration of workflow or reporting capabilities of the Software Product, and (iii) optimization of the use of the Software Product in Customer's environment.

**TERMINATION.** Cardinal's obligation to provide the support services described herein shall terminate upon the earlier of (i) Customer's failure to pay the annual fee described in the Fee Addendum; (ii) Customer's failure to reasonably cooperate with Cardinal in Cardinal's efforts to meet its support services obligations hereunder; (iii) the termination of Customer's Software License; or (iv) any other material breach by Customer of its obligations hereunder. Cardinal shall provide a written notice of termination to Customer, stating the reason for such termination, which shall be effective as of thirty (30) days of the date of such notice if Customer's default is not corrected prior thereto.

**EXCUSABLE DELAY.** Cardinal shall not be liable for any delay in the event Cardinal's business is interrupted because of strikes, labor disturbances, lockout, riot, fire, Act of God, natural disaster or the public enemy, or any other cause, whether like or unlike the foregoing, if beyond the reasonable ability of Cardinal to control. Should such a delay occur, Cardinal will take reasonable measures to cure or alleviate the cause of such delay or failure, if possible to do so, with a view of resuming performance of its contractual obligations as soon as reasonably practicable.

**WARRANTIES AND DISCLAIMERS. CARDINAL WARRANTS THAT ANY SUPPORT SERVICES PROVIDED BY CARDINAL SHALL BE SUBSTANTIALLY AS DESCRIBED IN THIS AGREEMENT AND ANY APPLICABLE ONLINE OR WRITTEN MATERIALS PROVIDED TO CUSTOMER BY CARDINAL. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CARDINAL DISCLAIMS ALLOTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THEPROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES AS DESCRIBED IN THISAGREEMENT.**

**LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CARDINAL OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUE, OPERATIONAL INTERRUPTION, LOSS OF DATA OR OTHER INFORMATION, FAILURE OF CUSTOMER'S EQUIPMENT, NETWORK OR SOFTWARE NOT PROVIDED BY CARDINAL, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES AS DESCRIBED IN THIS ADDENDUM OR ITS ATTACHMENTS, EVEN IF CARDINAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**OTHER LAW. SOME STATES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OF WARRANTIES OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. TO THE EXTENT ANY SUCH STATES OR COUNTRIES DO NOT ALLOW CERTAIN WARRANTY TERMS HEREIN, OR REQUIRE WARRANTY TERMS BE INCLUDED, THEN THE APPLICABLE LAW AND REQUIRED TERMS SHALL CONTROL.**

CARDINAL TRACKING, INC.: **By:** _____

(Authorized Signature)

Its: Steve Leuschner. President. CEO

(Print Name and Title)

CUSTOMER: _____

Organization Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Date: _____

**Please complete and return to:**
CARDINAL TRACKING, INC.
1825 Lakeway Dr., STE 100
Lewisville, TX 75057

**INTERLOCAL AGREEMENT BETWEEN**
**WILLIAMSON COUNTY, TENNESSEE, AND THE CITY OF FRANKLIN, TENNESSEE**
**COF Contract No 2016-0046**

***THIS INTERLOCAL AGREEMENT,*** ("Agreement"), is made and entered into pursuant to Tennessee law, by and between **WILLIAMSON COUNTY, TENNESSEE,** (hereinafter "County"), **WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS DISTRICT** (hereinafter "ECD"), and the **CITY OF FRANKLIN**, **TENNESSEE**, (hereinafter "City"), concerning the transition of City emergency communications/dispatch employees' positions and equipment, if applicable, to the County, whereby the City would cease dispatch services altogether.

**WHEREAS**, the parties have the express authority, upon approval of their governing bodies, to enter into interlocal agreements pursuant to *Tennessee Code Annotated*, Section 12-9-104 to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

**WHEREAS**, the City operates and maintains a dispatch division within its Police Department, that includes 14 dispatcher positions; and

**WHEREAS**, the County maintains and operates an Office of Public Safety, and it contracted with the ECD to provide employees to operate the ECD's emergency communication dispatch center; and

**WHEREAS,** the ECD, in 1988 adopted the transfer method, and is only responsible for answering 911 calls and then transferring the calls to the appropriate public safety agency; and

**WHEREAS,** since 1998 the ECD has maintained an interlocal agreement with Williamson County where the ECD answers all 911 calls from within the District and reimburses the County for the salaries of the employees operating the dispatch center on behalf of the ECD; and

**WHEREAS,** the parties recognize and believe that discontinuing the City's emergency communications/dispatch division, personnel and equipment, and transferring those functions to the County's dispatch/ emergency communications division would be more efficient and in the best interest of the parties.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. <u>PURPOSE</u>**. The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for transferring the City's emergency communications/dispatch division to the County. This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances.

**2. TERM.** This Agreement shall become effective on the date it is fully executed and shall continue for five (5) years. This Agreement shall not be extended unless approved by each party's governing body and signed by the parties' authorized representatives. In no case shall the City's contributions in years three (3) through five (5) exceed the City's contribution in year two (2).

**3. TRANSFER OF POSITIONS.**

**a.** Employees. Subject to review of appropriate background checks and subject to at least a "meets expectations" evaluation score, the County agrees to offer employment to the currently employed City dispatch employees who are employed at the time this Agreement is executed by all parties (hereinafter "Employees") on the terms and conditions set out herein. Upon employment by the County, such Employees will be subject to the terms and conditions of employment applicable to all other County employees, except as otherwise specifically stated herein. Nothing herein shall be interpreted to change the status of all dispatch employees, whether originally employed by City or County, as "at will" employees of the County. The date of employment shall be on a date agreed by the parties but in no event shall begin after July 1, 2016.

**b.** Salary.

i. The City shall pay the ECD for 14 dispatch positions. For those filled positions, the City will pay to the ECD an amount equal to the annual salary for each position at the salary rate the Employees are earning as of the date this Agreement is signed by all parties. In addition, the City shall also pay to the ECD an amount equal to the annual salary of a position salaried at $16.24 per hour for each vacant communication officer position transferred to the County. The City shall pay the full amounts due to the ECD for the communication officer positions prior to the 1st day of August of the fiscal year.

ii. The County shall pay each Employee transferring, an amount equal to the hourly rate the Employee is earning as of the date this Agreement is signed by all parties. The ECD agrees to reimburse the County the actual amount the County pays for both the transferring Employees' salaries and the vacant positions salaries in the manner as provided in the current contract between ECD and the County. Payment to the County shall be in one annual payment. Williamson County shall be responsible for the costs of overtime as of the date of employment.

**c.** Dental, Health and Life Insurance Benefits. The Employees will receive dental, health and life insurance benefits from the County on the same terms as such benefits are available to other County employees after thirty (30) continuous days from the date of employment with the

County. The City will provide dental, health and life insurance benefits for the Employees during the thirty (30) initial days with the County

**d.** Length of Service. The County shall incorporate the time each Employee has with the City for the purposes of determining work schedules, including vacation leave, and other operational related needs for which Length of Service is considered as a factor by the County.

**e.** Vacation/Sick Leave.

i. The City shall pay each Employee for vacation days accrued with the City prior to June 30, 2016. The Employees will begin accruing time with the County as of July 1, 2016.

ii. The County agrees to make a good faith effort, consistent with operational need and supervisor discretion, to accommodate vacation requests that were approved prior to July 1, 2016, but that are scheduled to occur after July 1, 2016.

iii. The date in which an Employee was hired by the City, as a full time employee, will be used by the County for the purposes of determining each Employee's vacation accrual rate. At the time of the merger of the Emergency Communications operations of the City and County, each Employee will be credited with up to 56 hours of the sick time he/she accrued as an employee of the City as of June 30, 2016. On the date of the Employees employment with the County, the sick hours will be converted to Administrative Leave hours that each Employee may use in lieu of sick pay for absences that would be considered paid absences under the County's Sick Pay policy. Should an Employee have less than 56 hours of sick leave at the time of the merger, the Employee will be credited with the number of hours or sick leave accumulated at the time of the merger as Administrative Leave hours.

iv. Any Employee who resigns or is terminated as an employee of the County shall lose any and all unused Administrative Leave time. Employees shall not receive any compensation for unused Administrative Leave hours upon termination of the Employee's employment with the County nor shall the unused Administrative Leave hours be considered part of the Employee's sick time account in the future.

v. To off-set the cost of the County concerning absorbing the additional Administrative Leave hours, the City shall pay directly to the County an amount equal to the costs of absorbing the Employees' Administrative Leave hours. Should an Employee leave employment with the County with an unused amount of Administrative Leave, the County shall report the number of unused Administrative Leave hours to the City and the City will reduce its annual payment to the ECD for year two (2) of the Agreement by that amount.

vi. The City will make any consideration to the Employees it deems appropriate to address the balance of the Employee's sick hours in excess of the 56 hours transferred to the County. All vested Employees will receive the balance of the sick time exceeding 56 hours which will be credited to the Employee's City pension. Said balance of sick time will be capped at 120 days.

vii. A copy of the section of the Agreement addressing sick time will be placed in each transferring Employee's personnel file for future reference. The County Emergency Communications Director will be responsible for recording the use of the Administrative Leave hours in a manner approved by the County Accounting Department.

viii. The parties agree that each Employee will be given the protection of FMLA so long as the Employee has been with the County for more than one (1) year and otherwise meets the requirements of federal law for FMLA eligibility. At the discretion of the Department Head and the Human Resources Director and subject to the County's personnel policies and applicable law, personal leave may be granted to the Employees during the Employees' first year of employment.

**f.** Retirement Benefits.

i. The Employees will be placed in the County's TCRS program.

ii. Those Employees not yet vested with the City's Pension will receive from the City the full amount each Employee contributed plus the City's contribution to the City's Pension.

iii. Employees vested in the City's pension plan will be eligible for pension benefits as any other former City employee.

**g.** Raises. Employees shall be eligible for across the board raises provided to other County employees beginning after fiscal year 2017-2018. The County makes no commitment that the Employees will be given raises in the first year of employment with the County while the City is reimbursing the Employees' salaries. Should the County's legislative body approve an annual salary increase for other County employees for the fiscal years 2017-2018, at the discretion of the County, adjustments to the Employees' raises may be made for the purposes of pay equity.

**4. PAYMENT OF SERVICES.** Beginning on July 1, 2016, and continuing for two (2) additional fiscal years ending on June 30, 2018, the City shall pay to the ECD an amount equivalent to the salary-only portion for all Employees and an amount equal to the annual salary of all transferring positions salaried at $16.24 per hour for each vacant communication officer position, which will total fourteen (14) dispatch positions. The ECD shall pay to the County an amount equal to the salaries of the positions for the period in which the ECD receives payment from the City. The ECD shall formulate and provide to the City the formula that will be used by the ECD to calculate the City's payment for dispatch services for

the fiscal years beginning July 1, 2018 and continuing until June 30, 2021, but in no case shall the City's contribution exceed the City's contribution in year two (2). This provision in no way effects the obligations contained in the interlocal agreement between the County and ECD for the provision and costs of providing the operation of the emergency communication dispatch center.

**5.** **TRANSFER OF EQUIPMENT**. The parties will mutually agree what, if any, equipment that will transfer. Title to any equipment transferred, if any, shall be solely in the County's name and the City agrees to execute any needed documentation evidencing the transfer of ownership. The parties agree to the free exchange of data, specifically CAD data.

**6.** **USER GROUP MEETINGS.** The parties agree to establish a User Group consisting of the City Administrator, Police Chief, Fire Chief, the Williamson County Public Safety Director, Emergency Management Director, Sheriff, Emergency Communications Director and others as deemed necessary, who will meet at least quarterly to discuss issues concerning dispatch, equipment, or any other related issue of concern of the parties. All policies and procedures shall be reviewed by the User Group prior to implementation to ensure that the City maintains compliance with CALEA standards, fire accreditation standards, ISO accreditation and compliance with NFPA 1221 and NFPA 1710. Any policies and procedures concerning or related to answering or transferring 911 calls shall be subject to final approval by the ECD to be effective. The User Group shall not take any actions or approve any policies or procedures that may result in the statewide emergency communications board withholding any revenue due to the ECD.

**7.** **DATA AND SYSTEMS ACCESS.** The City shall have access to the information below subject to the terms of this Agreement and applicable law. The User Group may require other information be shared, as long as the parties are permitted by law to share such information. If that is the case, the parties agree that the User Group can make that decision without requiring each party to amend this Agreement in writing.

**i.** CALEA standards of compliance matters;

**ii.** CAD access, to include data separation for Franklin PD jurisdiction;

**iii.** Administrative access to CAD software for audit report generating;

**iv.** AVL reporting system and GPS mapping audit access to include report generating capabilities;

**v.** Administration rights to access 911 telephone call recording and copying capabilities;

**vi.** Non-emergency telephone call recording access and copying capabilities;

**vii.** Radio traffic recording access for all channels used by the City;

**viii.** TIBRS audit reporting access;

**ix.** CJ portal audit access;

**x.** NCIC audit reporting access;

**xi.** Vehicle stop data entry location in CAD system report auditing access;

**xii.** Chat room reporting audit access; and

**xiii.** Administrative access to dispatch telephone recordings;

**8.** **NO THIRD PARTY BENEFICIARIES**. There are no third party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

**9.** **AUTHORITY TO ENTER INTO AGREEMENT.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act*, T.C.A. 12-9-101, et. seq. The parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement.

**10** **NOTICE**. All notices under this Agreement shall be given in writing and addressed to the following persons:

**To: Williamson County**
Attn: Williamson County Mayor
1320 West Main St., Suite 125
Franklin, TN 37064

**To: City of Franklin**
Attn: City Administrator
103 3rd Avenue South
Franklin, TN 37064

To: Emergency Communications District
Attn: Bill Jorgensen
304 Beasley Dr
Franklin, TN 37064

Written notices shall be deemed received three (3) days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above.

**11. MISCELLANEOUS**.

**a.** Relationship. In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to this Agreement.

**b.** Binding. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.

**c.** Dispute Resolution. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of law.

**d.** Severability. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**e.** Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual agencies shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

**f.** Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

**g.** Assignment. The rights and obligations of this Agreement are not assignable.

**h.** Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, become subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

**i.** Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

**IN WITNESS WHEREOF,** each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

**Williamson County, Tennessee:**

By: _____

Date: _____

**City of Franklin:**

By: _____

Date: _____

Attest:

By: _____

Date: _____

Approved as to form and legality:

_____
Robert Cook
County Attorney

Approved as to form and legality:

_____
Shauna R. Billingsley
City Attorney

**Williamson County Emergency Communications District**

By: _____

Date: _____

Approved as to form and legality:

_____
Ken Young
Counsel