



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, January 26, 2017

3:00 PM

Board Room

Call To Order

1. [17-0100](#) Approval of Minutes from December 15, 2016.
2. [17-0101](#) Election of Chairman and Vice-Chairman for 2017
3. [17-0069](#) Consideration of a DRAFT Professional Services Agreement (COF Contract No. 2017-0007) with Barge Waggoner Sumner & Cannon, Inc. for the Design of East McEwen Drive and Cool Springs Boulevard Intersection Improvements in an Amount Not-to-Exceed \$74,955.00

Sponsors:

Engineering

Attachments:

[COF2017-0007_PSA_EMcEwenRoundabout_Design.docx](#)
[COF2017-0007_Scope_EMcEwenRoundabout_Design.pdf](#)

4. [17-0070](#) Consideration of A DRAFT Resolution 2017-03, Awarding the Construction Contract (COF Contract No. 2016-0083) to Cleary Construction, Inc., in the Amount of \$2,339,780.00 for the Ladd Park Interceptor Sewer Improvements Project.

Attachments:

[Resolution 2017-03 to award bid.doc](#)
[PMF_170110_Ltr_Franklin_Ladd Park_Bid Award](#)
[Ladd Park_Bid Summary](#)
[Ladd Park_Bid Tab](#)

5. [17-0086](#) Consideration of DRAFT Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2015-0381) with Smith Seckman Reid, Inc. for the Ladd Park Interceptor Sewer Project for an Increase in the Not-to-Exceed Contract Amount of \$69,200.00

Attachments:

[COF 2015-0381 PSA Amendment #1](#)
[COF 2015-0381 Amendment 1 scope Ladd Park SSR](#)

6. [17-0087](#) Consideration of A DRAFT Professional Services Agreement (COF Contract No. 2017-0012) with Smith Seckman Reid, Inc. for the Ladd Park Interceptor Sewer Resident Project Representative in the Not-to-Exceed Amount of \$112,000.00

Attachments: [PSA for Ladd Park Interceptor RPR 2017-0012](#)
[PMF_161123_Franklin_Ladd Park Sewer_RPR](#)
[006600-Resident Project Representative](#)

7. [17-0091](#) Consideration of Resolution 2016-68, a Resolution Authorizing the City Administrator, Director of Engineering, and Assistant Director of Engineering to Review and Approve the Spending of a Project Contingency for the Hillsboro Road Improvements Project Phase 2, Independence Square to Mack Hatcher Parkway, in an Amount Not-to-Exceed \$500,000.00

Attachments: [Res 2016-68 Hillsboro Rd Contingency Law Approved](#)

8. [17-0096](#) Consideration of a DRAFT Professional Services Agreement (COF Contract No. 2017-0017) with Volkert, Inc. for the Design of Intersection Improvements at Mallory Lane/North Royal Oaks Boulevard & Liberty Pike in an Amount Not-to-Exceed \$229,965.00

Sponsors: Engineering

Attachments: [COF2017-0017_PSA_MalloryLibertyIntersection.docx](#)
[COF2017-0017_Scope_MalloryLibertyIntersection.pdf](#)

9. [17-0095](#) Consideration of DRAFT Ordinance 2017-03 "An Ordinance to Establish All-Way Stop Control at the Intersection of Churchill Place and Newcastle Drive".

Attachments: [Ord 2017-03 Petition and Map - Exhibit A](#)
[Ord 2017-03 Exhibit B](#)
[Ord 2017-03 Stop Sign Churchill Pl and Newcastle Dr](#)

10. [17-0088](#) Transportation Projects Status Memo

Sponsors: Engineering

11. [17-0089](#) Water and Sewer Projects Status Report

Sponsors: Engineering

12. [17-0090](#) Stormwater Projects Status Update

Sponsors: Engineering

Other Business

Adjournment

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

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2017-0007**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **BARGE WAGGONER SUMNER & CANNON, INC.** hereinafter referenced as Consultant, who mutually agree as follows:

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

**DESIGN OF EAST McEWEN DRIVE AND COOL SPRINGS BOULEVARD
INTERSECTION IMPROVEMENTS**

1. SCOPE OF SERVICES. Consultant shall provide survey, engineering, and related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount Not-to-Exceed Seventy-Four Thousand Nine Hundred Fifty-Five and No/100 Dollars (\$74,955.00)

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

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

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such

termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

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

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

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

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to

machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to

- the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed

in the per diem reimbursement rates on the “CONUS” website developed by the United States General Services Administration, located at www.gsa.gov [click on ‘per diem rates’ under the ‘etools’ category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form;

Shauna R. Billingsley, City Attorney



1 of 3

Via Email: jonathan.marston@franklintn.gov

January 13, 2017

Jonathan Marston, PE
Assistant Director of Engineering
City of Franklin
109 3rd Avenue North
Franklin, TN 37064

**RE: McEwen Drive and Cool Springs Boulevard Intersection Improvements
Franklin, TN**
Subject: Scope of Work and Compensation for Design

Dear Jonathan:

I am writing to provide information with regard to Barge Waggoner Sumner and Cannon, Inc. (BWSC) providing engineering services for the above referenced project. Following is a description of our project understanding, scope of services and compensation for the project:

PROJECT UNDERSTANDING

The intersection of McEwen Drive and Cool Springs Boulevard is currently a four-legged, multilane roundabout. McEwen Drive forms the east and west legs of the intersection. Cool Springs Boulevard and Oxford Glen Drive form the north and south legs of the intersection. All approaches include two lanes entering the intersection, respectively.

On May 17, 2016, BWSC visited the intersection with City Staff and observed the following operations and deficiencies: The intersection currently experiences significant volumes at peak times during the day, with particularly high westbound and northbound movements during the AM peak. These volumes and patterns consistently limit gaps in the roundabout for the westbound movement. During peak periods, this results in significant delay and queueing on the westbound approach. Also observed were several lane assignment infractions on the eastbound departure from the intersection.

In consultation with City Staff at the site, a proposal was requested to evaluate the full intersection and the total operation of the intersection, including the observed deficiencies. Potential improvements include additional laneage and geometric modifications, such as modifying the roundabout intersection to include a dedicated right-turn "slip" lane for the westbound approach; improving the eastbound departure geometry and updating traffic marking, signing, and pedestrian access to improve gap opportunities for the westbound movements. In-depth analysis and evaluation will be performed of the total intersection operation as a part of this proposal, and full survey and design will be provided for specific improvements that are ultimately identified.

SCOPE OF WORK

BWSC proposes the following Scope of Services based on the project understanding described above:

Task 1 – Survey

BWSC will provide topographic survey for design purposes of the subject intersection including right-of-way, utilities, and identification of adjacent property owners and easements.

Task 2 – Analysis

BWSC will perform analyses at the intersection to fully evaluate and identify deficiencies and potential improvements. This review will include analysis of existing operations including capacity analysis of each entering and exiting approach as well as field observations. Traffic counts and crash data will be provided by City staff will be utilized and evaluated in this analysis. Safety will be assessed in conjunction with potential geometric design modifications as well as pavement marking and signing alterations. Potential modifications will be identified with cost estimates prepared for each improvement. A traffic engineering report will be prepared documenting the findings of this analysis.

Task 3 – Design

BWSC will coordinate with City staff throughout the analysis and design phase. Based on the analysis performed in Task 2, modifications and adjustments to the roundabout will be identified for design. BWSC will provide design documents suitable for bidding for the proposed improvements agreed upon for implementation by City staff. These designs will be based on current City and State standards as well as current best practices. This will include design of proposed roadway and traffic control improvements, including necessary storm drainage and utility relocations (utility relocations designed by others, but included in the project set). Coordination with utility owners will be by City staff.

ROW and Final Design Phase documents will be prepared. Digital prints will be provided to the City for each phase for review. This scope and fee assumes one review cycle and plan revision for each phase and that reviews will be by City staff, providing comments via email.

COMPENSATION

Compensation for the services described is as follows:

Task	Description	Fee Type	Fee
1	Survey		\$17,455.00
2	Analysis		\$9,500.00
3	Design		\$48,000.00
TOTAL		Not To Exceed	\$74,955.00

Individual task amounts are shown for budgeting purposes only, amounts may be reallocated among tasks as needed.

ADDITIONAL SERVICES

It is possible that some additional work may need to be completed above and beyond what is listed in the tasks outlined in the Scope of Work. Services other than those described will constitute additional services. Additional services shall not be provided until agreed to by BWSC and the City. Additional services can be provided for an additional lump sum amount or hourly based on BWSC's hourly rates.

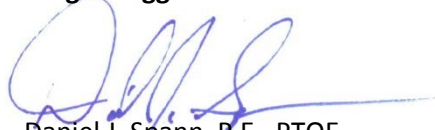
EXCLUSIONS: The following excluded services can be provided as an additional service with an appropriate adjustment in fees:

- Record drawing preparation based upon markups prepared by the general contractor;
- Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.);
- Design revisions requested by those outside the project team and stakeholders beyond the preliminary design phase;
- Preparation of multiple, separate construction contract packages other than those described;
- Intersection renderings;
- Retaining wall design;
- Wetlands and stream permitting;
- Environmental studies and permitting and other environmental reports, unless noted;
- Construction staking;
- Geotechnical and Pavement Design Services;
- Right-of-Way Coordination;
- Bidding Assistance;
- Construction Administration Services.

We appreciate the opportunity to serve you on this project. If you have questions or need additional information please contact me.

Sincerely,

Barge Waggoner Sumner and Cannon, Inc.



Daniel J. Spann, P.E., PTOE
Transportation Director

Cc: Paul Holzen, City of Franklin
Paula Harris, BWSC



**SCHEDULE OF
STANDARD CHARGES**

HOURLY-RATE BASIS

Hourly Rates:

Principal Engineer, Planner, or Architect.....	\$170 to	\$280
Professional Engineer, Planner, Architect, Landscape Architect, or Land Surveyor	100 to	180
Graduate Engineer, Planner, or Architect	70 to	130
Designer or Technician	60 to	120
Drafter, Administrative Assistant, etc.	50 to	100
Construction Representative	50 to	100
Surveyor	30 to	80

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 15 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- a. Travel by company or private vehicle at the IRS approved standard mileage rate.
- b. In-house printing, reproduction, and photography charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.

Invoices will be issued on a monthly basis.

NOTE: The average three-member survey crew rate ranges from \$140 to \$200 per hour, depending upon the mix of personnel used.

Effective October 2011



**SCHEDULE OF
STANDARD CHARGES**

COST-MULTIPLIER BASIS

Standard Method of Compensation:

Office Personnel: 3.25 times the actual hourly rate of employees for time properly chargeable to the work.

Field Personnel (Surveyors and Inspectors): 2.8 times the actual hourly rate of employees for time properly chargeable to the work.

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 15 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- a. Travel by company or private vehicle at the IRS approved standard mileage rate.
- b. In-house printing, reproduction, and photography charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.

Invoices will be issued on a monthly basis.

Effective October 2011

RESOLUTION 2017-03

A RESOLUTION AWARDING THE CONSTRUCTION CONTRACT (COF CONTRACT NO 2016-0083) TO CLEARY CONSTRUCTION, INC. IN THE AMOUNT OF \$2,339,780.05 FOR THE LADD PARK INTERCEPTOR SEWER IMPROVEMENTS PROJECT

WHEREAS, the Ladd Park Interceptor Sewer Improvements Project is a project identified by the City of Franklin in need of construction to take the temporary Ladd Park pump station offline and provide gravity sewer to that basin; and

WHEREAS, the construction of the Ladd Park Interceptor Sewer Improvements Project generally includes the furnishing of all materials, equipment and labor for the following: the construction of approximately 3,495 linear feet (LF) of 24-inch gravity sanitary sewer, 2,360 LF of 18-inch gravity sanitary sewer, sixteen (16) 60-inch diameter manholes, one (1) 72-inch diameter manhole, one (1) 72-inch “dog house” manhole, ten (10) check dams with flowable fill plugs, tie-ins to existing lines, general site work, by-pass pumping and all associated appurtenances; and

WHEREAS, on December 13, 2016, sealed bids were received in the Engineering Department, City Hall, 109 3rd Avenue South, Suite 142, Franklin, Tennessee 37064 and were publicly opened and read aloud for the Ladd Park Interceptor Sewer Improvements Project (COF Contract No 2016-0083); and

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that approval is granted for the bid award to Cleary Construction for the Ladd Park Interceptor Sewer Improvements Project (COF Contract No. 2016-0083) in the amount of Two Million Three Hundred Thirty-Nine Thousand Seven Hundred Eighty and 00/100 Dollars (\$2,339,780.00).

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE that the City Engineer/Director of Engineering and the Director of Water Management is hereby authorized to have authority to review and approve the spending of all project funds included in the bid and award of the construction contract for the Ladd Park Interceptor Sewer Improvements Project (COF Contract No. 2016-0083).

IT IS SO RESOLVED AND DONE on this ____ day of _____, 201__.

ATTEST:

CITY OF FRANKLIN, TENNESSE

By:_____

By:_____

ERIC S. STUCKEY
City Administrator

Dr. Ken Moore
Mayor

Approved as to Form

By: _____
Shauna R. Billingsley, City Attorney



January 10, 2016

Ms. Patricia McNeese
Utilities Project Manager
P.O. Box 305, City Hall
Franklin, Tennessee 37065

Re: **City of Franklin, TN
Ladd Park Interceptor
Bid Award
SSR No. 15-41-020.0 / COF No. 2016-0083**

Dear Ms. McNeese:

On Tuesday, December 13, 2016 at 1:30 P.M., bids were opened for Ladd Park Interceptor project. Four (4) bids were submitted. A list of bidders and bid amounts are shown below.

Bidder	Total Base Bid	Alt. No. 1	Alt. No. 2
1. Norris Brothers Excavating, LLC	\$1,490,799.05	\$1,000.00	\$50.00
2. Cleary Construction, Inc.	\$2,339,780.00	(\$89.00)	(\$8.00)
3. Civil Constructors, LLC	\$3,104,537.50	\$2,442.83	\$207.90
4. Garney Construction, Inc.	\$4,791,214.00	-	-

After evaluations of the submitted bids, the low bidder is Norris Brothers Excavating. Per Section 00 2113, each bid was checked for errors and a bid tabulation was created. No errors were found. A copy of the bid tab has been sent to all plan holders.

Per Section 00 2113, qualifications were requested from the low bidder. Norris Brothers failed to respond to our request for qualifications. Given this information, we recommend the next lowest bidder, Cleary Construction, Inc. be awarded the contract for the Ladd Park Interceptor project. Cleary Construction is located in Tompkinsville, Kentucky. They have provided a list of ten (10) projects of similar size and scope. We have worked with this contractor in the past and feel confident in their capabilities for the work to be accomplished. They are also constructing the Curd and Watson Branch Interceptor Sewer Improvements project for the City just north of this project.

Per our meeting on January 9, 2017, we do not recommend the City accept the alternate prices to use the BASF admixture in lieu of Xypex. The Total Base Bid for this project is **\$2,339,780.05**. The opinion of probable construction cost for this work was approximately \$2,474,000.00. A copy of this cost estimate is

attached for your use. If you have any questions regarding this recommendation please feel free to contact me at pfonda@ssr-inc.com or (615)460-0543.

Sincerely,
SMITH SECKMAN REID, INC.

A handwritten signature in black ink, appearing to read "Paolo Fonda". The signature is fluid and cursive, with the first name "Paolo" and last name "Fonda" clearly distinguishable.

Paolo M. Fonda, P.E.

Cc: Paul Holzen – COF
Mark Hilty – FWMD
File (1)



Engineer's Opinion Of Construction Cost
Ladd Park Intercetpor Sewer
City of Franklin, Tennessee
October 8, 2015



Description	Quantity	Units	Unit Price	Total Price
18" PVC Gravity Sewer	600	LF	\$250.00	\$150,000.00
18" DIP Gravity Sewer	1,700	LF	\$300.00	\$510,000.00
24" DIP Gravity Sewer	3,500	LF	\$350.00	\$1,225,000.00
5' Dia. Mahnole (0-6ft)	25	EA	\$3,500.00	\$87,500.00
Additional Manhole Sidewall	310	VF	\$200.00	\$62,000.00
Extra for Watertight MH Frame & Cover	25	EA	\$500.00	\$12,500.00
Manhole Vent Assembly	5	EA	\$2,500.00	\$12,500.00
Connection to Existing Manhole	1	EA	\$10,000.00	\$10,000.00
Rip-Rap	50	TONS	\$75.00	\$3,750.00
Check Dams	23	EA	\$1,000.00	\$23,000.00
Site Restoration	1	LS	\$20,000.00	\$20,000.00
Erosion Control	1	LS	\$25,000.00	\$25,000.00
Demo	1	LS	\$10,000.00	\$10,000.00
	Subtotal			\$2,151,250.00
Contingency			15%	\$322,687.50
TOTAL ESTIMATED CONSTRUCTION COST				\$2,473,937.50

BID TABULATION SUMMARY
LADD PARK INTERCEPTOR
OWNER: CITY OF FRANKLIN, TN
ENGINEER: SMITH SECKMAN REID, INC.
1:30 PM CDT TIME

BIDDER NO.	BIDDER	TOTAL BASE BID	TOTAL BASE BID W/ALTERNATES
1	Norris Bros Excavating, LLC	\$1,490,799.05	\$1,524,299.05
2	Cleary Construction, Inc.	\$2,339,780.00	\$2,335,769.00
3	Civil Constructors, LLC	\$3,104,537.50	\$3,211,242.27
4	Garney Construction	\$4,791,214.00	\$4,791,214.00

SUMMARY OF ERRORS FOUND

No errors were found.

BID TABULATION SHEET FOR
CITY OF FRANKLIN
LADD PARK INTERCEPTOR
COF CONTRACT NO: 2016-0083
SSR NO. 15-41-020.0
Page 1 of 1
BID DATE: December 13, 2016
1:30 PM CDT TIME



Norris Bros Excavating, LLC
1007 Rodgers Road
Crossville, TN 38572
TN LN #: 00048700
EXP. DATE: 7/31/2018

Cleary Construction, Inc.
2006 Edmonton Road
Tompkinsville, KY 42167
TN LN #: 00041957
EXP. DATE: 5/31/2017

Civil Constructors, LLC
P.O. Box 685
Franklin, TN 37065
TN LN#: 00034765
EXP. DATE: 11/30/2017

Garney Construction
200 Crutchfield Avenue
Nashville, TN 37210
TN LN#: 00023798
EXP. DATE: 5/31/2018

Item Number	Quantity & Units		Description	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	1	LS	Mobilization (Less than 3% of Bid)	\$ 34,920.00	\$ 34,920.00	\$ 64,000.00	\$ 64,000.00	\$ 80,295.00	\$ 80,295.00	\$ 141,000.00	\$ 141,000.00
2	3,495	LF	24" DIP CL 250 Sewer	\$ 232.80	\$ 813,636.00	\$ 338.00	\$ 1,181,310.00	\$ 510.00	\$ 1,782,450.00	\$ 730.00	\$ 2,551,350.00
3	620	LF	18" DIP CL 250 Sewer	\$ 165.00	\$ 102,300.00	\$ 285.00	\$ 176,700.00	\$ 490.00	\$ 303,800.00	\$ 660.00	\$ 409,200.00
4	1,740	LF	18" PVC PS115 Sewer	\$ 140.65	\$ 244,731.00	\$ 238.00	\$ 414,120.00	\$ 210.00	\$ 365,400.00	\$ 525.00	\$ 913,500.00
5	40	LF	8" PVC SDR 26 Sewer	\$ 48.50	\$ 1,940.00	\$ 190.00	\$ 7,600.00	\$ 120.00	\$ 4,800.00	\$ 300.00	\$ 12,000.00
11	17	EA	60" Manhole, 0' - 6' Depth	\$ 4,656.00	\$ 79,152.00	\$ 6,000.00	\$ 102,000.00	\$ 5,850.00	\$ 99,450.00	\$ 12,000.00	\$ 204,000.00
12	1	EA	72" Manhole, 0' - 6' Depth	\$ 6,014.00	\$ 6,014.00	\$ 7,500.00	\$ 7,500.00	\$ 8,755.00	\$ 8,755.00	\$ 14,500.00	\$ 14,500.00
	1	EA	72" "Dog House" Manhole, 0' - 6' Depth	\$ 6,014.00	\$ 6,014.00	\$ 30,000.00	\$ 30,000.00	\$ 13,350.00	\$ 13,350.00	\$ 75,000.00	\$ 75,000.00
13	290	VF	Additional Manhole Sidewall	\$ 291.00	\$ 84,390.00	\$ 275.00	\$ 79,750.00	\$ 470.00	\$ 136,300.00	\$ 490.00	\$ 142,100.00
14	19	EA	Extra for Watertight MH F&C	\$ 630.50	\$ 11,979.50	\$ 425.00	\$ 8,075.00	\$ 1,080.00	\$ 20,520.00	\$ 500.00	\$ 9,500.00
15	4	EA	Manhole Vent Assembly w/Vent Check Valve	\$ 1,746.00	\$ 6,984.00	\$ 3,100.00	\$ 12,400.00	\$ 4,500.00	\$ 18,000.00	\$ 7,500.00	\$ 30,000.00
16	1	EA	Connection to Existing Manholes	\$ 2,425.00	\$ 2,425.00	\$ 10,000.00	\$ 10,000.00	\$ 5,530.00	\$ 5,530.00	\$ 15,000.00	\$ 15,000.00
18	50	CY	Overdepth Excavation and Gravel Refill	\$ 48.50	\$ 2,425.00	\$ 60.00	\$ 3,000.00	\$ 45.00	\$ 2,250.00	\$ 75.00	\$ 3,750.00
19	5	TON	Rip-Rap	\$ 29.10	\$ 145.50	\$ 100.00	\$ 500.00	\$ 120.00	\$ 600.00	\$ 100.00	\$ 500.00
20	10	EA	Concrete Check Dams w/Plug	\$ 291.00	\$ 2,910.00	\$ 7,000.00	\$ 70,000.00	\$ 12,425.00	\$ 124,250.00	\$ 12,000.00	\$ 120,000.00
27	5,855	LF	Grassing	\$ 3.88	\$ 22,717.40	\$ 11.00	\$ 64,405.00	\$ 6.50	\$ 38,057.50	\$ 5.00	\$ 29,275.00
28	5,855	LF	Sewer Television Inspection	\$ 2.43	\$ 14,227.65	\$ 4.00	\$ 23,420.00	\$ 2.00	\$ 11,710.00	\$ 1.80	\$ 10,539.00
30	1	LS	Erosion Control	\$ 3,888.00	\$ 3,888.00	\$ 35,000.00	\$ 35,000.00	\$ 39,020.00	\$ 39,020.00	\$ 60,000.00	\$ 60,000.00
31	1	LS	Miscellaneous Allowance	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
ALTERNATE BID ITEM											
1			BASF 48" - 72" Manhole, 0' - 6' Depth (EA)	\$ 1,000.00		\$ (89.00)		\$ 2,442.83		\$ -	
2			BASF Additional Manhole Sidewall (VF)	\$ 50.00		\$ (8.00)		\$ 207.90		\$ -	
TOTAL BASE BID				\$ 1,490,799.05		\$ 2,339,780.00		\$ 3,104,537.50		\$ 4,791,214.00	

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT RECORD WITH ALL ERRORS AND EXTENSIONS OF UNIT PRICE CORRECTED.

BY: Paolo M. Fonda, P.E.

DATE: December 14, 2016



AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE LADD PARK INTERCEPTOR SEWER PROJECT
COF Contract No. 2015-0381

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2017, by and between the City of Franklin, Tennessee ("City") and SMITH SECKMAN REID, INC. ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") for the Preliminary Engineering of the Ladd Park Interceptor Sewer ("Project"), dated the 8th day of December 2015; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of ONE HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$176,600.00), as authorized by the City Engineer and as detailed in the fee Schedule; and,

WHEREAS, the City and Consultant realize the need for additional survey work to fully complete the Project's final design as well as additional bidding and construction administration services to oversee and manage the Project; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services for the Ladd Park Interceptor Sewer, as described in Exhibit A dated November 23, 2016, in the amount of SIXTY NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$69,200.00); and

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their November 23, 2016, letter of proposal (Exhibit A) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed SIXTY NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$69,200.00).

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

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

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

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

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

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

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

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

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

All other provisions of the Agreement dated December 8th, 2015, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

SMITH SECKMAN REID, INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



November 23, 2016

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

RE: **CITY OF FRANKLIN, TENNESSEE**
Ladd Park Interceptor Sewer
Fee Increase (Bidding & Construction Administration)
SSR No. 15-41-020.0

Dear Mr. Holzen:

Per the Water Management Department's request, we are pleased to provide Bidding and Construction Administration services for the Ladd Park Interceptor Sewer. These services were originally detailed in our letter to the City on October 15, 2015 but removed from the contract. The scope of bidding services will include preparation of bidder qualifications, attending a Pre-Bid meeting, assisting the City in obtaining bids and award of the Contract. The Construction Administration functions will include attending a pre-construction conference, issuing the Notice to Proceed, reviewing all shop drawings, reviewing all monthly payment requests and change order requests from the contractor, providing engineering assistance during construction, preparation of record drawings, and making a final inspection for the project close-out. The cost associated with this work is \$69,200.00. We are respectfully requesting our original fee be increased to **\$245,800.00** to cover this cost. A fee breakdown is attached for your review.

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

Sincerely,
SMITH SECKMAN REID, INC.

A handwritten signature in black ink, appearing to read "Paolo Fonda".

Paolo M. Fonda, P.E.

Attachment

Cc: Patricia McNeese, Mark Hilty – Franklin
JHB, ATJ, File (1)

DESIGN DISCIPLINE ESTIMATED COST

City of Franklin, TN - Ladd Park Interceptor Sewer
SSR #15-41-020.0
11.23.2016



Exhibit A
COF 2015-0381
PG 2 OF 2

Smith
Seckman
Reid, Inc.

DESCRIPTION

Design and Construction Administration for the Ladd Park Interceptor Sewer in Franklin, TN

Item	Quantity	Unit	Unit Price	Total
1 Preliminary Engineering / Tech Memo	1	LS	\$20,000.00	\$20,000.00
2 Archaeological (Dan Allen)	1	LS	\$1,000.00	\$1,000.00
3 Tunnel Investigation / Surveying (CIA)	1	LS	\$33,100.00	\$33,100.00
3a Additional Survey	1	LS	\$10,800.00	\$10,800.00
4 Design Services - 30%, 60%, 90% & 100%	1	LS	\$116,000.00	\$116,000.00
5 Bidding Services	1	LS	\$9,700.00	\$9,700.00
6 Construction Administration Services	1	LS	\$48,700.00	\$48,700.00
7 Easements	1	EA	\$1,000.00	\$1,000.00
8 Permits	2	EA	\$1,000.00	\$2,000.00
9 Reimbursable	1	LS	\$3,500.00	\$3,500.00

Survey Increase
Request

Fee Increase
Request

TOTAL DESIGN FEE

\$176,600.00

FEE INCREASE FOR ADDITIONAL SURVEY AND BIDDING/CA

\$69,200.00

TOTAL DESIGN, BIDDING AND CA SERVICES

\$245,800.00

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2017-0012**

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

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

**LADD PARK INTERCEPTOR SEWER
RESIDENT PROJECT REPRESENTATIVE**

1. SCOPE OF SERVICES. Consultant shall provide construction engineering and inspection services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Not-to-Exceed Amount of (ONE HUNDRED TWELVE THOUSAND AND 00/100 DOLLARS) (\$112,000.00).

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

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

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such

termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

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

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

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

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to

machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the

- Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed

in the per diem reimbursement rates on the “CONUS” website developed by the United States General Services Administration, located at www.gsa.gov [click on ‘per diem rates’ under the ‘etools’ category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form;

Shauna R. Billingsley, City Attorney



November 23, 2016

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

RE: **CITY OF FRANKLIN, TENNESSEE**
Ladd Park Interceptor Sewer
Resident Project Representative Proposal
SSR No. 15-41-020.1

Dear Mr. Holzen:

Per the Water Management Department's request, we are pleased to provide **Resident Project Representative (RPR)** services for the Ladd Park Interceptor Sewer. The scope of services shall include the following:

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

The duties and responsibilities of the RPR are specified in the attached Section 00 66 00. These services are estimated for a 7 month construction timeline. An amendment to this task order may be necessary if construction extends past 10 months. The fee for the above and attached services will be billed hourly at a rate of \$90.00 with an estimated max of \$108,000.00, based on the scope of the project as it is currently known. Billing will be monthly based upon the hours the RPR is at the project site or performing RPR services. Reimbursable expenses related to travel, printing, postage/shipping, and other appropriate

project related charges will be billed monthly at ENGINEER's actual cost without markup. We anticipate this cost to be \$4,000.00. The total maximum fee ceiling including reimbursable expenses is estimated at **One Hundred Twelve Thousand Dollars (\$112,000.00)**. A detailed breakdown is provided as an attachment to this proposal.

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

Sincerely,
SMITH SECKMAN REID, INC.

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

Paolo M. Fonda, P.E.

Attachments

Cc: Patricia McNeese, Mark Hilty – Franklin
JHB, ATJ, File (1)

LADD PARK INTERCETPOR Construction Phase Services		TASK		CA	RPR
		1: CA	2: RPR		
CIVIL/ENVIRONMENTAL		Avg. Hours Per Week During Construction Activities		Active Weeks Projected	
	2016/17 RATE			NA	30
Senior Principal	Part of Original Contract	Part of Original Contract		Part of Original Contract	
Principal					
Project Manager / Senior Engineer					
Engineer II					
Engineer Intern					
Senior Designer					
Engineer I					
Designer					
Clerical					
Resident Project Engineer	\$125				
Resident Project Representative II	\$90		40		\$108,000
Resident Project Representative I	\$75				
				\$0	\$108,000
Hourly Maximum Fee Ceiling \$108,000					
Projected Reimbursable Expenses \$4,000					
Total Maximum Fee Ceiling \$112,000					

SECTION 00 66 00

RESIDENT PROJECT REPRESENTATIVE

PART 1 - GENERAL

1.1 DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

- A. Contractor shall fully understand the duties, responsibilities, and limitations of the Engineer's Resident Project Representative. Work provided by the Contractor resulting from deviations from the listed duties, responsibilities, and limitations of the Engineer's Resident Project Representative is at the sole risk and expense of the Contractor.
- B. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Section may provide full time representation or may provide representation to a lesser degree.
- C. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- D. The duties and responsibilities of the RPR are as follows:
 - 1. General: RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - 4. Liaison:

- a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Startups:
 - a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. Records:

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. Completion:
 - a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

E. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor’s superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

RESOLUTION NO. 2016-68

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR, DIRECTOR OF ENGINEERING, AND ASSISTANT DIRECTOR OF ENGINEERING TO REVIEW AND APPROVE THE SPENDING OF A PROJECT CONTINGENCY FOR THE HILLSBORO ROAD IMPROVEMENTS PROJECT PHASE 2, INDEPENDENCE SQUARE TO MACK HATCHER PARKWAY, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

WHEREAS, the City of Franklin entered into a Tennessee Department Of Transportation (TDOT) funding agreement (PIN 108409.00) on April 18, 2007, for the Hillsboro Road Improvements Project; and

WHEREAS, Amendment #1 (April 13, 2011, COF Contract No. 2011-0028) to the TDOT funding agreement (PIN 108409.00) included both a Federal Enhancement Grant of \$625,000.00 (\$500,000.00 is reimbursable after 20% Local match), and also State Funding of \$1,250,000.00 (100% State, no Local match) totaling \$1,750,000.00 in total reimbursable project funds; and

WHEREAS, Amendment #2 (January 10, 2014) to the TDOT funding agreement (PIN 108409.00, COF Contract No. 2011-0028) extended the project completion date until October 31, 2016; and

WHEREAS, Amendment #3 to the TDOT funding agreement is currently being reviewed by TDOT to include a TDOT contract time extension until October 31, 2017, and will soon be brought to the BOMA for approval; and

WHEREAS, on March 8, 2016, the Board of Mayor and Aldermen awarded the construction contract (COF Contract No. 2015-0002) to Eutaw Construction Company, Inc. for the Hillsboro Road Improvements Project Phase 2 in the amount \$11,995,005.13; and

WHEREAS, an additional \$500,000.00 project contingency is now requested by City staff to allow for the timely payment for unforeseen or changed project conditions, quantities or cost overruns on the Hillsboro Road Improvements Project Phase 2.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, THAT:

Authority is granted to the City Administrator, Director of Engineering, and Assistant Director of Engineering to review and approve the spending of a project contingency for the Hillsboro Road Improvements Project Phase 2 in an amount not to exceed **Five Hundred Thousand and No/100 Dollars (\$500,000.00).**

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2016.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

By: _____

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to Form:

By: _____

Shauna R. Billingsley, City Attorney

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2017-0017**

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

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

**DESIGN OF INTERSECTION IMPROVEMENTS AT
MALLORY LANE/NORTH ROYAL OAKS BOULEVARD & LIBERTY PIKE**

1. SCOPE OF SERVICES. Consultant shall provide survey, engineering, and related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Not-to-Exceed Amount of Two Hundred Twenty-Nine Thousand Nine Hundred Sixty-Five and No/100 Dollars (\$229,965.00)

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

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

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such

termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

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

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

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

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to

machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to

- the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed

in the per diem reimbursement rates on the “CONUS” website developed by the United States General Services Administration, located at www.gsa.gov [click on ‘per diem rates’ under the ‘etools’ category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form;

Shauna R. Billingsley, City Attorney

SCOPE OF SERVICES
Mallory Lane at Liberty Pike
Intersection Design

Task 1 – Project Management

Project management is a continuous task that will be performed for the duration of this contract. Monitoring, coordination, scheduling, and reporting requirements of this task will be used to facilitate periodic review by the City to ascertain conformance with the requirements of this task.

Each month during the contract, Volkert will prepare and submit a monthly invoice and status report covering work progress and contract fulfillment.

After receipt of the notice-to-proceed, Volkert will conduct a project kick-off meeting with City staff. This meeting will include the following topics:

- Key project staff
- Communications protocol
- Design goals and requirements
- Project schedule
- Invoicing
- Monthly progress meetings and reports
- Data and information needs

Once the project is underway, Volkert will conduct monthly progress meetings with City staff. These meetings will include a current status update, anticipated next phases of work to be completed, and discussion on any critical items/issues and/or potential issues identified during project development.

Volkert will prepare the agenda for all meetings and provide all necessary materials and handouts for discussion. At the conclusion of each meeting, Volkert will prepare meeting minutes and a cumulative list of "action items" developed for assignment to the appropriate party. These items will be distributed to the attendees and other appropriate stakeholders within five (5) working days following the meeting. All deliverables included within this task will be provided in .pdf format.

Also, during the design phase of the project, Volkert will prepare for and attend up to three BOMA Work Session/Meetings to present a current status of the project and answer any questions related to the project.

Finally, Volkert will prepare for and attend two Public Meetings to present the project and answer questions. Volkert will coordinate with the City for the preparation of displays and handouts for the meeting.

Task 2 – Data Review & Design Verification

Volkert will review the projected traffic data for the project location. This will include current TIA and projected traffic conditions based on proposed developments in the project area. The traffic data will be developed for a base year (2018) and a design year (2038) analysis utilizing the projected annual growth rates in the project area. The data will be analyzed for the base and design year to determine the ultimate buildout of the intersection including lanage, turn lane storage lengths, etc. Once the final lane configuration is identified, Volkert will present to City staff to obtain consensus on the layout prior to moving forward with the design phase.

Office Locations:

Birmingham, Foley, Mobile, Alabama • Gainesville, Orlando, Pensacola, Tampa, Florida • Atlanta, Georgia
Collinsville, Illinois • Baton Rouge, New Orleans, Slidell, Louisiana • Biloxi, Mississippi • Jefferson City, Missouri
Raleigh, North Carolina • Columbia, South Carolina • Chattanooga, Nashville, Tennessee • Alexandria, Virginia • Washington, D.C.



The layout will be prepared as a preliminary functional layout utilizing an aerial/GIS base map and will include lanes, edge-of-pavement, sidewalks/trails, driveway layouts, lane transitions, etc. Only the tentative proposed right-of-way will be shown, as the actual proposed right-of-way cannot fully be determined until the actual design plans are more developed.

Task 3 – Intersection Design

Survey

The Volkert Team will conduct a complete field survey of the project area. The survey will include the following:

- Topographic survey of Mallory Lane (Total length: 1,000'; DTM: 200')
- Topographic survey of Liberty Pike - west (Total length: 1,250'; DTM: 200')
- Topographic survey of Liberty Pike - east (Total length: 1,000'; DTM: 200')
- Topographic survey of N. Royal Oaks Drive (Total length: 1,250'; DTM: 200')
- Topographic survey of Stanwick Drive (Total length: 100'; DTM: 100')
- Right-of-way information determined within survey limits (does not include ROW exhibits for acquisition)
- All utilities (underground and above ground) within survey limits
- Locate all features (buildings, fences, driveways, drainage structures, trees, etc.) within the survey limits
- Preparation of right-of-way exhibits and descriptions
- Generate TIN surface model
- Microstation and Geopak files per TDOT CADD Standards

Design

The intersection design and preparation of the plans and construction documents shall be in accordance with City of Franklin Standards, TDOT Design Guidelines and Standard Specifications and latest edition of the MUTCD. Volkert will:

- Prepare title sheet, index sheet, general notes and special details.
- Develop Right-of-Way/Utility plans (60%) and final Construction plans.
- Prepare present and proposed layouts with existing and proposed profiles. This includes mainline and driveways.
- Provide necessary drainage design including the closed curb and gutter system and open channel ditches.
- Prepare roadway cross sections at 50' intervals.
- Prepare Right-of-way map with acquisition table and notes, as necessary.
- Prepare estimated roadway and tabulated quantity sheets and an Engineer's Opinion of Probable Cost.
- Prepare EPSC plans and Storm Water Pollution Prevention Plan (SWPPP).
- Prepare traffic control, signing and marking plans.
- Prepare traffic signal design plans.
- Prepare roadway lighting plans, including photometrics.
- Prepare ITS design for fiber connectivity in and through the project area.
- Prepare utility relocation plans (as necessary) for water and sanitary sewer utilities within the project limits.
- Coordinate with utility owners within the project limits.

At the conclusion of each plans package (ROW/Utility and Construction), Volkert will submit the package to the City for review. After the City's review, Volkert will conduct a review meeting with City staff to discuss comments from each submittal. Volkert will revise the plans accordingly and will submit a final plan set prior to moving to the next phase of the design.

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 Raleigh, North Carolina • Columbia, South Carolina • Chattanooga, Nashville, Tennessee • Alexandria, Virginia • Washington, D.C.



NOTE: This scope of services does not include right-of-way acquisition staking, geotechnical investigation, pavement design, and construction engineering and inspection (CEI). If desired, Volkert can provide scope of services and proposed fee for any of these services.

Additionally, if requested by City staff, Volkert will prepare for and attend additional BOMA meetings or Public Meetings beyond those identified in this scope of services. This would be considered an additional service and proposed fee shall be negotiated at the time of request.

COMPENSATION

The proposed compensation for completion of the survey, intersection design, and bidding assistance is shown in the table below.

Description of Work		Fee
Task 1	Project Management	\$14,525.00
Task 2	Data Review & Design Verification	\$15,300.00
Task 3	Intersection Design	\$153,150.00
Sub- Total		\$182,975.00
Direct Expenses		Fee
Survey - Civil Infrastructure Associates, LLC		\$46,990.00
PROJECT TOTAL		\$229,965.00

All work performed will be billed on a monthly basis against the “not-to-exceed” fee for professional services of **\$229,965.00**.

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 Raleigh, North Carolina • Columbia, South Carolina • Chattanooga, Nashville, Tennessee • Alexandria, Virginia • Washington, D.C.





Volkert, Inc.

330 Mallory Station Road
Suite A-1
Franklin, TN 37067

Office 615.656.1845
Fax 615.656.1870

www.volkert.com

January 18, 2017

Mr. Jonathan Marston, P.E.
Assistant Director of Engineering
City of Franklin – Engineering Department
109 3rd Avenue South
Franklin, TN 37064

**RE: Intersection Upgrades at Mallory Lane/N. Royal Oaks Boulevard and Liberty Pike
Rate Schedule**

Dear Mr. Marston:

Per the City's request, we are providing our Rate Schedule for the above referenced project.

RATE SCHEDULE

Principal	\$255.00
Project Manager	\$188.00
Senior Engineer 2.....	\$188.00
Senior Engineer 1.....	\$163.00
Staff Engineer.....	\$120.00
Engineer Intern.....	\$86.00
Technician.....	\$105.00
Administrative.....	\$82.00

Thank you for the opportunity to provide these services. If you have any questions or comments or require additional information, please contact us at 615.656.1845.

Sincerely,

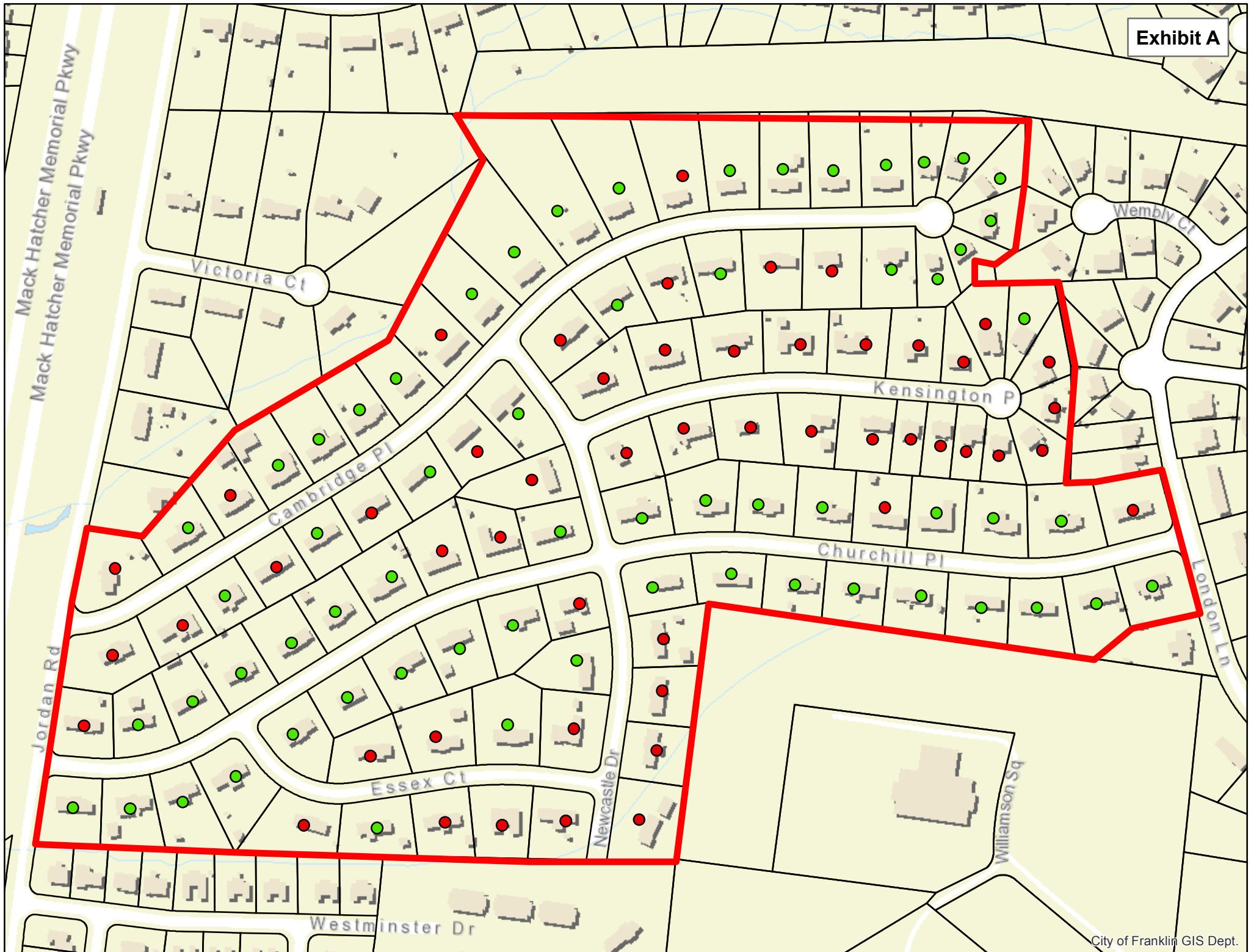
A handwritten signature in blue ink, appearing to read "Gerald Bolden".

Gerald Bolden, PE, PTOE
Transportation Design Manager

Office Locations:

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Collinsville, Illinois • Baton Rouge, New Orleans, Slidell, Louisiana • Biloxi, Mississippi • Jefferson City, Missouri
Raleigh, North Carolina • Columbia, South Carolina • Chattanooga, Nashville, Tennessee • Alexandria, Virginia • Washington, D.C.





Carl Baughman

From: bev@burgergp.com on behalf of Bev Burger <bev@aldermanburger.com>
Sent: Tuesday, November 01, 2016 10:56 PM
To: Jonathan Marston; Gupta Borra; Carl Baughman
Cc: Paul Holzen
Subject: Fwd: Royal Oaks - Churchill at Newcastle stop sign petition
Attachments: scan.pdf

Gupta, Jonathan and Carl,

Here is the petition for the Churchill Place Stop Sign.

Seems the people would like the stop sign and see how that works before considering adding speed humps.

Please let me know when we can move to the next step.

Thanks,

Bev

----- Forwarded message -----

From: John M Green III <greeniii@realtracs.com>
Date: Tue, Nov 1, 2016 at 5:05 PM
Subject: Royal Oaks - Churchill at Newcastle stop sign petition
To: bev@aldermanburger.com

Hello Bev - I hope all is well in your world!

Dale Nord and Charlene Kimmel went out and collected more signatures, and I have attached them to this email.. We have a total of 62 home that have signed the petition for this stop sign, I believe this will put us over the needed # of signors required by the city.

Let us know what's the next move.. I "think" most people are still wanting to try the stop signs first, then add speed hump if necessary...

Thank you for all of your help!

John III

John M. Green Insurance
118 4th Ave N.
Franklin, TN 37064
O [615-794-4791](tel:615-794-4791)
F [615-794-3882](tel:615-794-3882)

-----Original Message-----

From: "John M. Green Realtors" <jmgrealtors@gmail.com>
To: "John III" <GreenIII@realtracs.com>
Date: 11/01/16 04:56 PM

--

Alderman Beverly Burger
Ward 1 Franklin, TN
Bev@AldermanBurger.com
(615) 498-4794

PETITON – CITY OF FRANKLIN – PUT STOP SIGN AT THE INTERSECTION OF CHURCHILL PLACE AND NEW CASTLE DRIVE

For the safety of the neighborhood children and our walkers, we want the city to make this intersection a 4 way stop.

100 Churchill Place – Eddie and Gina Towery Eddie Towery

101 Churchill Place – Paula Woodfin _____

102 Churchill Place – George and Glenda Grubbs Michael Grubbs

103 Churchill Place – John M Green John M. Green

104 Churchill Place – Dennis and Doris Reighley Doris Reighley

105 Churchill Place – Rick and Joan Snow Rick Snow

106 Churchill Place – Charles and Sally Miller Sally Miller

107 Churchill Place – Maggi Beaupierre Maggi Beaupierre

108 Churchill Place – Steven Bahe Steven Bahe

109 Churchill Place – Judy Williams Judy Williams

110 Churchill Place – Ute Schoelen Vacant

111 Churchill Place -David Miles David Miles

112 Churchill Place – William and Betty Gray William Gray

113 Churchill Place – Patrick Vanryckeghem Dawn Vanryckeghem

114 Churchill Place – Dana and Julia Jorgensen Dana Jorgensen

115 Churchill Place – Steven Enlow - _____ 610-357-0235

116 Churchill Place – Jeff and Debra Myrick Jeff Myrick

117 Churchill Place - Brian and Tracy Gibbs _____ 370-5735 called

118 Churchill Place - John and Marlys Zelnik _____ m

119 Churchill Place – Paul and Stephanie Hufford Steph Hufford - by Text

PETITION - CITY OF FRANKLIN - PUT STOP SIGN AT THE INTERSECTION OF CHURCHILL PLACE AND NEW CASTLE DRIVE

For the safety of the neighborhood children and our walkers, we want the city to make this intersection a 4 way stop.

200 Churchill Place - Thomas and Judith Marker Judith Marker
201 Churchill Place - Meredith Frantz Meredith Frantz
202 Churchill Place - Charles and Shirley Hooper Charles Hooper
203 Churchill Place - Mitchell and Jennifer Kline Mitchell Kline
204 Churchill Place - William and Susan Petty Susan Petty
205 Churchill Place - David Vocke David Vocke
206 Churchill Place - Brie and Sean Murphy Brie Murphy
207 Churchill Place - Robert Itin Robert Itin
208 Churchill Place - David Kinnick David Kinnick
209 Churchill Place - Robert and Joyce Itin Robert and Joyce Itin 1-4583
210 Churchill Place - Ben and Sara Brown Sara Brown & Ben Brown
211 Churchill Place - James and Dianah Jordan Dianah Jordan
212 Churchill Place - Judy Herbert Judy Herbert - TENANT
213 Churchill Place - Holly Carter Holly Carter
214 Churchill Place - Claude and Patsy Fly Patsy Fly
215 Churchill Place - Matthew Brown Matthew Brown
216 Churchill Place - Ralph and Clara Barger Ralph Barger
217 Churchill Place - Scott and Margie Gale Scott and Margie Gale

~~218 Churchill Place - [Signature]~~

Name

Address

Jean Paulson

223 Kensington Place

Katherine Swafford

111 Cambridge Pl

~~Katherine Swafford~~

Christie Giffett

104 Essex Ct

Jim J. Davis

104 Essex Ct.

Deborah Hood

108 Newcastle Dr.

Pat Perkins

107 Essex Ct.

for whom

203 Cambridge Pl

For the safety of the neighborhood children and our walkers, we want the city of Franklin to make the intersection of Newcastle and Churchill a 4-way stop.

100 Cambridge Place	_____	_____
101 Cambridge Place	_____	_____
102 Cambridge Place	_____	_____
103 Cambridge Place	Dale & Helen Nord	Dale Nord
104 Cambridge Place	Lance & Susie Wing	Lance Wing
105 Cambridge Place	_____	_____
106 Cambridge Place	_____	_____
107 Cambridge Place	_____	_____
108 Cambridge Place	_____	_____
109 Cambridge Place	LARRY BROWN	Jack Jozumski
110 Cambridge Place	_____	_____
111 Cambridge Place	William & Katie Gafford	_____
112 Cambridge Place	Robert & Holly Brunson	_____
113 Cambridge Place	_____	_____
114 Cambridge Place	_____	_____
115 Cambridge Place	_____	_____
116 Cambridge Place	INER RICE	Long Rice
200 Cambridge Place	_____	_____
201 Cambridge Place	Rob Naylor	_____
202 Cambridge Place	already signed	_____
203 Cambridge Place	_____	_____
-204 Cambridge Place	_____	_____

205 Cambridge Place

~~Kurt Eger~~ Kathy Crammelin

Kathy Crammelin

206 Cambridge Place

David Morgan

David Morgan

207 Cambridge Place

~~Jeff~~ Kathryn Knight

Kathryn Knight

208 Cambridge Place

209 Cambridge Place

210 Cambridge Place

211 Cambridge Place

~~Laura Gausso~~ Pope

212 Cambridge Place

Gloria Pope

Kelley C. Pope

213 Cambridge Place

GRENDA BOLIN

Granda Bolin

215 Cambridge Place

217 Cambridge Place

JEAN Roberts

Jean Roberts

220 Cambridge Place

MATT LEVY

Matt Levy

221 Cambridge Place

Kathryn Smith

Kathryn Smith

224 Cambridge Place

Rita Casey

Rita Casey

225 Cambridge Place

CHIP ROWE

Chip Rowe

228 Cambridge Place

JAMES AMOS

James Amos

229 Cambridge Place

JACKIE SHAW

Jackie Shaw

Station Name:
Site ID:CHURCHILL_2
Station Num:000000000001

Description:

City:

County:

Start Date/Time:06-04-2014 00:00

End Date/Time:06-04-2014 23:59

6/4/2014	20 MPH	32 MPH	> 32 MPH	All Speeds
00:00				
00:15				
00:30				
00:45				
01:00				
01:15				
01:30				
01:45				
02:00				
02:15				
02:30				
02:45				
03:00				
03:15				
03:30				
03:45				
04:00				
04:15				
04:30				
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07:00				
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07:30				
07:45				
08:00				
08:15				
08:30				
08:45				
09:00				
09:15				
09:30				
09:45				
10:00				
10:15				
10:30				
10:45				
11:00				
11:15				
11:30				
11:45				
12:00				

Station Name:
 Site ID:CHURCHILL_2
 Station Num:000000000001
 Description:

City:

County:

Start Date/Time:06-04-2014 00:00

End Date/Time:06-04-2014 23:59

6/4/2014	20 MPH	32 MPH	> 32 MPH	All Speeds
12:15				
12:30				
12:45				
13:00				
13:15				
13:30				
13:45				
14:00	3	5	6	14
14:15	1	3	2	6
14:30	0	3	0	3
14:45	0	5	0	5
15:00	0	4	0	4
15:15	0	4	0	4
15:30	1	6	0	7
15:45	0	9	0	9
16:00	0	9	0	9
16:15	0	4	0	4
16:30	0	7	1	8
16:45	0	12	0	12
17:00	0	14	0	14
17:15	0	7	0	7
17:30	0	6	0	6
17:45	0	8	0	8
18:00	0	9	0	9
18:15	0	11	0	11
18:30	0	5	1	6
18:45	0	8	0	8
19:00	0	5	0	5
19:15	0	7	0	7
19:30	0	6	0	6
19:45	0	9	0	9
20:00	0	7	0	7
20:15	0	6	0	6
20:30	0	5	0	5
20:45	0	6	0	6
21:00	0	2	0	2
21:15	0	2	0	2
21:30	0	3	0	3
21:45	0	4	0	4
22:00	0	3	0	3
22:15	0	3	0	3
22:30	0	3	0	3
22:45	0	1	0	1
23:00	0	1	0	1
23:15	0	1	0	1
23:30	0	0	0	0
23:45	0	2	0	2
Total	5	215	10	230

Station Name:
Site ID:CHURCHILL__2
Station Num:000000000001
Description:
City:
County:
Start Date/Time:06-04-2014 00:00
End Date/Time:06-04-2014 23:59

6/4/2014	20 MPH	32 MPH	> 32 MPH	All Speeds
Percentages	2.17%	93.48%	4.35%	100.00%

Station Name:
Site ID:CHURCHILL__2
Station Num:000000000001

Description:

City:

County:

Start Date/Time:06-04-2014 00:00

End Date/Time:06-04-2014 23:59

	Mean Speed	Standard Deviation	Total Vehicles	Sample Size	% Of All Lanes	15th Percentile
Lane 1 (South)	25.64 MPH	2.39	230	220	100.00%	21.56 MPH
All Lanes	25.64 MPH	2.39	230	220	100.00%	21.56 MPH

Station Name:
Site ID:CHURCHILL_2
Station Num:000000000001
Description:
City:
County:
Start Date/Time:06-04-2014 00:00
End Date/Time:06-04-2014 23:59

	50th Percentile	85th Percentile
Lane 1 (South)	25.86 MPH	30.16 MPH
All Lanes	25.86 MPH	30.16 MPH

Station Name:
 Site ID:CHURCHILL_2
 Station Num:000000000001

Description:

City:

County:

Start Date/Time:06-05-2014 00:00

End Date/Time:06-05-2014 23:59

6/5/2014	20 MPH	32 MPH	> 32 MPH	All Speeds
00:00	0	1	0	1
00:15	0	0	0	0
00:30	0	0	0	0
00:45	0	2	0	2
01:00	0	0	0	0
01:15	0	0	0	0
01:30	0	0	0	0
01:45	0	0	0	0
02:00	0	0	0	0
02:15	0	1	0	1
02:30	0	1	0	1
02:45	0	0	0	0
03:00	0	0	0	0
03:15	0	0	0	0
03:30	0	0	0	0
03:45	0	0	0	0
04:00	0	1	0	1
04:15	0	0	0	0
04:30	0	0	0	0
04:45	0	0	0	0
05:00	0	0	0	0
05:15	0	1	0	1
05:30	0	2	0	2
05:45	0	0	0	0
06:00	0	0	0	0
06:15	0	5	0	5
06:30	0	2	0	2
06:45	0	2	0	2
07:00	0	8	0	8
07:15	0	6	0	6
07:30	0	8	0	8
07:45	0	5	0	5
08:00	0	2	0	2
08:15	0	3	0	3
08:30	0	5	0	5
08:45	0	3	0	3
09:00	0	5	0	5
09:15	0	4	0	4
09:30	0	7	0	7
09:45	0	5	0	5
10:00	0	6	0	6
10:15	0	5	0	5
10:30	0	7	0	7
10:45	0	4	0	4
11:00	0	4	0	4
11:15	0	1	0	1
11:30	0	5	0	5
11:45	0	4	0	4
12:00	0	8	0	8

Station Name:
 Site ID:CHURCHILL_2
 Station Num:000000000001
 Description:
 City:
 County:
 Start Date/Time:06-05-2014 00:00
 End Date/Time:06-05-2014 23:59

6/5/2014	20 MPH	32 MPH	> 32 MPH	All Speeds
12:15	0	4	0	4
12:30	0	4	0	4
12:45	0	6	0	6
13:00	0	4	0	4
13:15	0	5	0	5
13:30	0	6	0	6
13:45	0	2	0	2
14:00	0	10	0	10
14:15	0	7	0	7
14:30	0	2	0	2
14:45	0	11	0	11
15:00	0	9	0	9
15:15	0	3	0	3
15:30	0	9	0	9
15:45	0	7	0	7
16:00	0	7	0	7
16:15	0	7	0	7
16:30	0	7	0	7
16:45	0	6	0	6
17:00	0	13	0	13
17:15	0	5	0	5
17:30	0	7	0	7
17:45	0	10	0	10
18:00	0	8	0	8
18:15	0	0	0	0
18:30	0	5	0	5
18:45	0	3	0	3
19:00	0	5	0	5
19:15	0	5	0	5
19:30	0	4	0	4
19:45	0	6	0	6
20:00	0	3	0	3
20:15	0	1	0	1
20:30	0	4	0	4
20:45	0	3	0	3
21:00	0	2	0	2
21:15	0	6	0	6
21:30	0	5	0	5
21:45	0	1	0	1
22:00	0	2	0	2
22:15	0	1	0	1
22:30	0	2	0	2
22:45	0	2	0	2
23:00	0	1	0	1
23:15	0	0	0	0
23:30	0	1	0	1
23:45	0	3	0	3
Total	0	347	0	347

Station Name:
Site ID:CHURCHILL_2
Station Num:000000000001
Description:

City:

County:

Start Date/Time:06-05-2014 00:00

End Date/Time:06-05-2014 23:59

6/5/2014	20 MPH	32 MPH	> 32 MPH	All Speeds
Percentages	0.00%	100.00%	0.00%	100.00%

Station Name:
 Site ID:CHURCHILL__2
 Station Num:000000000001
 Description:
 City:
 County:
 Start Date/Time:06-05-2014 00:00
 End Date/Time:06-05-2014 23:59

	Mean Speed	Standard Deviation	Total Vehicles	Sample Size	% Of All Lanes	15th Percentile
Lane 1 (South)	26.00 MPH	0.00	347	347	100.00%	21.80 MPH
All Lanes	26.00 MPH	0.00	347	347	100.00%	21.80 MPH

Station Name:
Site ID:CHURCHILL__2
Station Num:000000000001

Description:

City:

County:

Start Date/Time:06-05-2014 00:00

End Date/Time:06-05-2014 23:59

	50th Percentile	85th Percentile
Lane 1 (South)	26.02 MPH	30.20 MPH
All Lanes	26.02 MPH	30.20 MPH

Station Name:
 Site ID:CHURCHILL_2
 Station Num:000000000001

Description:

City:

County:

Start Date/Time:06-06-2014 00:00

End Date/Time:06-06-2014 23:59

6/6/2014	20 MPH	32 MPH	> 32 MPH	All Speeds
00:00	0	2	0	2
00:15	0	0	0	0
00:30	0	2	0	2
00:45	0	0	0	0
01:00	0	0	0	0
01:15	0	1	0	1
01:30	0	0	0	0
01:45	0	0	0	0
02:00	0	0	0	0
02:15	0	1	0	1
02:30	0	1	0	1
02:45	0	0	0	0
03:00	0	0	0	0
03:15	0	0	0	0
03:30	0	0	0	0
03:45	0	0	0	0
04:00	0	1	0	1
04:15	0	0	0	0
04:30	0	1	0	1
04:45	0	1	0	1
05:00	0	0	0	0
05:15	0	2	0	2
05:30	0	1	0	1
05:45	0	1	0	1
06:00	0	1	0	1
06:15	0	6	0	6
06:30	0	5	0	5
06:45	0	9	0	9
07:00	0	4	0	4
07:15	0	8	0	8
07:30	0	7	0	7
07:45	0	6	0	6
08:00	0	5	0	5
08:15	0	4	0	4
08:30	0	0	0	0
08:45	0	7	0	7
09:00	0	4	0	4
09:15	0	9	0	9
09:30	0	6	0	6
09:45	0	5	0	5
10:00	0	5	0	5
10:15	0	8	0	8
10:30	0	3	0	3
10:45	0	8	0	8
11:00	0	4	0	4
11:15	0	4	0	4
11:30	0	3	0	3
11:45	0	10	0	10
12:00	0	10	0	10

Station Name:
Site ID:CHURCHILL_2
Station Num:000000000001

Description:

City:

County:

Start Date/Time:06-06-2014 00:00

End Date/Time:06-06-2014 23:59

6/6/2014	20 MPH	32 MPH	> 32 MPH	All Speeds
12:15	0	7	0	7
12:30	0	7	0	7
12:45	0	6	0	6
13:00	0	4	0	4
13:15	0	4	0	4
13:30	0	6	0	6
13:45				
14:00				
14:15				
14:30				
14:45				
15:00				
15:15				
15:30				
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20:45				
21:00				
21:15				
21:30				
21:45				
22:00				
22:15				
22:30				
22:45				
23:00				
23:15				
23:30				
23:45				
Total	0	189	0	189

Station Name:
Site ID:CHURCHILL__2
Station Num:000000000001

Description:

City:

County:

Start Date/Time:06-06-2014 00:00

End Date/Time:06-06-2014 23:59

6/6/2014	20 MPH	32 MPH	> 32 MPH	All Speeds
Percentages	0.00%	100.00%	0.00%	100.00%

Station Name:
Site ID:CHURCHILL_2
Station Num:000000000001

Description:

City:

County:

Start Date/Time:06-06-2014 00:00

End Date/Time:06-06-2014 23:59

	Mean Speed	Standard Deviation	Total Vehicles	Sample Size	% Of All Lanes	15th Percentile
Lane 1 (South)	26.00 MPH	0.00	189	189	100.00%	21.78 MPH
All Lanes	26.00 MPH	0.00	189	189	100.00%	21.78 MPH

Station Name:
Site ID:CHURCHILL__2
Station Num:000000000001

Description:

City:

County:

Start Date/Time:06-06-2014 00:00

End Date/Time:06-06-2014 23:59

	50th Percentile	85th Percentile
Lane 1 (South)	25.97 MPH	30.22 MPH
All Lanes	25.97 MPH	30.22 MPH

ORDINANCE 2017-03

TO BE ENTITLED: "AN ORDINANCE TO ESTABLISH ALL-WAY STOP CONTROL AT THE INTERSECTION OF CHURCHILL PLACE AND NEWCASTLE DRIVE".

WHEREAS, the City of Franklin, Tennessee received a request to establish all-way stop control at the intersection of Churchill Place and Newcastle Drive; and

WHEREAS, the residents conducted a petition survey of the neighborhood to identify a property owner consensus on the matter, resulting in 54.9% in favor to establish all-way stop control at the intersection of Churchill Place and Newcastle Drive as shown on Exhibit A.

NOW THEREFORE:

SECTION I: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that all-way stop control is hereby established at the intersection of Churchill Place and Newcastle Drive. The Director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

SECTION II: BE IT FURTHER ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the penalty for failure to obey the provisions of this Ordinance shall be as indicated in the Franklin Municipal Code and/or the Tennessee Code Annotated.

SECTION III: 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 second and final reading, the health, safety and welfare of the citizens of Franklin requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
CITY ADMINISTRATOR

BY: _____
DR. KEN MOORE
MAYOR

Approved as to Form

By: _____
Shauna R. Billingsley
City Attorney

PASSED FIRST READING

PASSED SECOND READING
