



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, January 25, 2018

4:00 PM

Board Room

Call To Order

1. [18-0035](#) Consideration of Approval of Minutes from November 30, 2017
2. [18-0095](#) Consideration of DRAFT Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2017-0007) with Barge Design Solutions, Inc., formerly known as Barge Waggoner Sumner & Cannon, Inc., for the Design of Intersection Improvements at East McEwen Drive and Cool Springs Boulevard for a Cost Increase Not-to-Exceed \$11,200.00

Sponsors: Engineering
Attachments: [C2017-0007_Amend1_EMcEwenRndabt](#)
[C2017-0007_Amend1_Scope_EMcEwenRndabt](#)
3. [18-0096](#) Consideration of Road Impact Fee Offset Agreement (COF 2018-0003) with LC Partnership, LLC for the Carothers Parkway and Liberty Pike Intersection Improvement Project

Attachments: [COF 2018-0003 Liberty Corner Road Impact Fee Agreement_with attachment.L](#)
4. [18-0097](#) Consideration of DRAFT Amendment No. 5 to TDOT Agreement No. 120296 (COF Contract No. 2013-0022) for the Hunters Bend Elementary Safe Routes to School Project (PIN 118151.00) to Add Additional Federal Funds and to Extend the Completion Date

Sponsors: Engineering
Attachments: [C2013-0022_HuntersBendSRTS_TDOTAgreement_Amend5](#)
5. [18-0100](#) Discussion Concerning the West Main Street Pedestrian Improvements Project (North Petway Street to 11th Ave South)

Sponsors: Paul Holzen and Jonathan Marston
Attachments: [ST West Main Street.pdf](#)
6. [18-0073](#) Consideration of DRAFT Change Order No. 1 to the Construction Contract (COF Contract No. 2017-0006) for the SR-96 East Sidewalk Project with Civil Constructors, LLC for a Cost Increase of \$73,863.50 and a Time Extension of 143 Days

Sponsors: Engineering
Attachments: [C2017-0006_SR96EastSidewalk_CONST_CO1](#)

7. [18-0098](#) Water and Sewer Projects Status Report

Sponsors: Michelle Hatcher

Attachments: [01-25-18 W&S Projects Status Memo.pdf](#)

8. [18-0071](#) Transportation, Stormwater, and Parks Capital Projects Status Update

Sponsors: Engineering

Other Business

Adjournment

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

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN OF INTERSECTION IMPROVEMENTS AT EAST
MCEWEN DRIVE AND COOL SPRINGS BOULEVARD
COF Contract No. 2017-0007

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2018, by and between the City of Franklin, Tennessee ("City") and Barge Design Solutions, Inc. ("Consultant").

WITNESSETH:

WHEREAS, the City and Barge Waggoner Sumner & Cannon, Inc. entered into a Professional Services Agreement ("Agreement"), dated February 14, 2017, for the Design of Intersection Improvements at East McEwen Drive and Cool Springs Boulevard ("Project"); and

WHEREAS, said Agreement stipulated that Barge Waggoner Sumner & Cannon, Inc. would be paid a not-to-exceed fee of Seventy-Four Thousand Nine Hundred Fifty-Five and No / 100 Dollars (\$74,955.00), as detailed in the Scope of Service and Fee Schedule; and

WHEREAS, in 2018, Barge Waggoner Sumner & Cannon, Inc. rebranded as Barge Design Solutions, Inc.; and

WHEREAS, the City and the Consultant agree to continue the work specified in the original Agreement; and

WHEREAS, the City and Consultant realize the need for additional design work, which was not included in the Agreement, to modify the street lighting at the project site; and

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated January 2, 2018, for an increase in engineering services, in the not-to-exceed amount of Eleven Thousand Two Hundred and No/100 Dollars (\$11,200.00); and

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

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

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

2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as stated in Attachment A, which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Attachment A an amount not-to-exceed Eleven Thousand Two Hundred and No/100 Dollars (\$11,200.00).

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 February 14, 2017, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

BARGE DESIGN SOLUTIONS,
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



**ADDITIONAL SERVICES ADDENDUM NUMBER No. 1
(COF Contract No. 2017-0007 and Barge Project 3656600)**

This addendum to the Professional Services Agreement dated February 14, 2017, between **the City of Franklin** and Barge Design Solutions, Inc. (**Barge**) is for additional services described as follows:

Project: East McEwen Drive and Cool Springs Blvd Roundabout Improvements

Project Description: Additional Services to provide Roadway Lighting Design

I. PROFESSIONAL SERVICES: Barge agrees to perform the following additional services under this Addendum:

The additional services for lighting design will include the following:

- Field review /plan sheets set up / review as-built documents;
- Update lighting to LED fixtures, same fixtures as East McEwen Drive;
- Photometric layout / pole placement;
- Coordination with MTEC and City of Franklin;
- Determine electrical service / electrical control panel design;
- Electrical design/ layout / voltage drop calculation;
- Conduit and pull box layout;
- Lighting / electrical details / specifications; and
- City review and updates.

II. COMPENSATION: The compensation to be paid to **Barge** for providing the requested additional services shall be:

☒	Cost Plus Max in accordance with the rate schedule attached as Attachment "A" to the Original Contract including applicable reimbursables.		
☒	Estimated Fee	\$ Amount	or Maximum Fee \$ <u>11,200.00</u>
☐	Lump Sum	\$ Amount	
☐	Percentage of Construction Cost	Enter %	Estimated Fee \$ Amount
☐	Other (specify)		



III. TERMS AND CONDITIONS: Services performed under this addendum are subject to the same terms and conditions described in Items III through XII of the Professional Services Agreement dated February 14, 2017

the City of Franklin		Barge Design Solutions, Inc.	
By:		By:	
Printed Name:	Paul Holzen, PE	Printed Name:	Daniel Spann, PE
Title:	Director of Engineering	Title:	V.P., Director -Transportation Services
Address:	109 Third Ave South Franklin TN, 37064	Address:	615 3rd Ave South Suite 700 Nashville TN, 37210
Date:		Date:	

**ROAD IMPACT FEE OFFSET AGREEMENT
COF CONTRACT No. 2018-0003**

This agreement is entered into between THE CITY OF FRANKLIN, TENNESSEE (“City”) and LC Partnership LLC, (“Developer”), on this the 18 day of JANUARY, 2018, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code (“FMC”).

WHEREAS, the Developer has previously submitted to the City of Franklin Design Review Team a Unified Site Plan for Liberty Station Subdivision (the “Development Project”); and

WHEREAS, the City has required the Developer to design and construct certain roadway improvements to include the dedication of arterial right-of-way, the engineering design of non-site related arterial improvements and/or the construction of certain non-site related arterial improvements as a requirement of the Development Project; and

WHEREAS, the estimated Arterial Impact Fees to be generated by the development is \$306,931.03 (9,335 square feet of retail space at \$6,484 per 1,000 square feet, 31,309 square feet at \$4,632 per 1,000 square feet and 8,400 square feet of restaurant space at \$12,069 per 1,000 square feet); and

WHEREAS, the Developer has made application to offset a portion of the costs of construction of these improvements against any Road Impact Fees due from the Development Project, and the estimated amount of such eligible costs, and potential offset, was determined by the Road Impact Fee Administrator (City Engineer) on January 8, 2018 to be \$306,931.00, as shown on Exhibit A.

NOW THEREFORE, the City and the Developer, their successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Developer has submitted reliable information, as shown in Exhibit A, related to the costs of construction of the following arterial roadway improvements and/or works:

**Northbound Left-hand Turn
Lane at Carothers Parkway
and Liberty Pike**

3. The total estimated costs of engineering/design, right-of-way and construction of the Improvements is **Three Hundred Seventy Thousand Nine Hundred Ninety-Seven and No/100 Dollars (\$370,997.00)** for the Development Project and the total reimbursement to the Developer is **Three Hundred Six Thousand Nine Hundred Thirty-One and No/100 Dollars (\$306,931.00)**. The following costs are

specifically excluded: fiscal cost, including interest of money borrowed to finance the construction, cost for utility relocations, turn lanes, internal management fees and signals improvements that benefit solely the development and not the arterial roadway. **At no time shall reimbursement exceed the Arterial Impact Fees collected as part of the Development Project.**

4. Pursuant to the Franklin Municipal Code, the eligible reimbursement shall not exceed the total of the Arterial Road Impact Fees due for the Development Project.
5. The Developer shall be responsible for obtaining all offsite right-of-way and easements associated with the offsite arterial improvements. Should negotiations fail, the city agrees to acquire the right-of-way and easements necessary for the Arterial Roadway Improvements as shown in Exhibit A.
6. The City Engineer shall review and approve all design contracts, ROW acquisition offers and construction bids prior to the spending of any funding in which the Developer is seeking reimbursement from the City. The Developer agrees that failure to obtain contract approval from the City Engineer may result in loss of City funding / reimbursement.
7. The Developer may submit periodic invoices to the City during the course of construction (not more frequently than every ninety (90) days), which invoices shall be payable within thirty (30) days after approval by the Road Impact Fee Administrator (City Engineer), subject to collected impact fees and paragraph 3 above. Invoices shall include copies of approved contracts and invoices associated with the arterial roadway improvements and copies of checks to show proof of payment.
8. Within 60 days of completion and acceptance of the improvements, the Developer and the City shall settle on a final billing. The Developer will provide reasonable documentation for all such cost and provide notarized release of liens.
9. The City and Developer agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
10. The City shall have no liability except as specifically provided in this Agreement.
11. 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 for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
12. Entire Agreement. This Agreement together with its exhibit(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.

Approved by the Franklin Board of Mayor and Aldermen on _____, 2018 .

WITNESS our hands on the dates as indicated.

DEVELOPER

LC Partnership, LLC.

By: Matthew Burch

Print Name: MATTHEW BURCH

Title: PARTNER

STATE OF TENNESSEE)

COUNTY OF Maury)

Before me, Angelica Rivas, a Notary Public of said County and State, personally appeared Matthew Burch, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Partner (or other officer authorized to execute the instrument) of LC Partnership, LLC, the within named bargainor, a _____, and that _____ as such Partner executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this 18 day of January, 2018.



[Signature]
Notary Public
My Commission Expires: 12/18/18

CITY

CITY OF FRANKLIN, TENNESSEE, a
municipality

By: _____
DR. KEN MOORE
Mayor

Date: _____

By: _____
ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared DR. KEN MOORE and ERIC S. STUCKEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this _____ day of _____, 20____.

Notary Public
My Commission Expires: _____

Approved as to form by:

Tiffany M. Pope, Staff Attorney



December 22, 2017
Revised January 8, 2018

Mr. Paul Holzen
Director of Engineering
City of Franklin, Tennessee
109 3rd Avenue South
Franklin, Tennessee 37064

RE: Road Impact Fee Offset Agreement Request
Liberty Station Development
Liberty Pike and Carothers Parkway

Dear Paul,

Please consider this formal request for a road impact fee offset for Liberty Station development at the Southeast corner of Carothers Parkway and Liberty Pike. This fee offset is estimated below and includes the costs associated with the design and construction costs associated with the addition of a second northbound left-hand turn lane on Carothers Parkway onto Liberty Pike. In addition, costs associated with the right-of-way dedication associated with Carothers Parkway (Arterial roadway) right-of-way have been included with the estimate below. The additional turn lane was outlined in the project traffic impact study as a recommendation of the Liberty Station development at the southeast quadrant of this intersection.

The proposed development, Liberty Station, includes two buildings consisting of office, retail, restaurant, and bank space. Preliminary estimates of the anticipated Arterial Roadway Impact Fees for this development have been provided by City of Franklin staff totaling \$306,931.00. Work is scheduled to begin March 2018 and conclude in January 2020. We propose to design and construct the traffic signal and road expansion as part of development of the Liberty Station Development and are requesting a credit against the anticipated arterial roadway traffic impact fees. The requested offset amount is detailed below and within the attachments to this letter:

Estimated Signal Construction -	\$95,512	
Estimated Civil Construction (Roadway) -	\$109,437	
Inspection Fee -	\$1,000	
Estimated EPSC Fee per 0.15 Disturbed Acreage -	\$1,125	
	SUBTOTAL	\$207,074
	10% Contingency	\$20,707
	SUBTOTAL	\$227,781
Estimated Survey Fee -	\$5,000	
Estimated Signal Design Fee -	\$10,000	
Estimated Civil Design Fee -	\$20,000	
R.O.W. Dedication Fee (0.175 Acres) -	\$108,216	Estimated.
	SUBTOTAL	\$143,216 Estimated.
TOTAL IMPACT FEE OFFSET ESTIMATE -		\$370,997.⁰⁰



The ROW dedication fee outlined above was based upon the purchase price of this property of \$3,500,000 for 5.66 acres. The above pricing has not been finalized at this point and is likely to be adjusted as the design and construction process continues. In addition, the total anticipated cost of these improvements to Carothers Parkway exceed the preliminary fee estimates, associated with the Arterial Roadway Impact Fee, provided by City staff. As a result, we are requesting an offset of all of the Arterial Roadway Impact Fees required by this development, currently estimated at \$306,931.00.

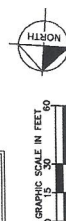
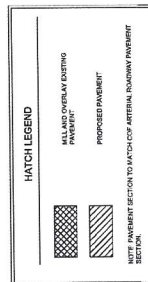
For our planning purposes, we request that the resulting agreement be finalized as soon as practically possible. If you have any questions, please contact me at (615) 564-2701 or ryan.mcmaster@kimley-horn.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan McMaster", written over a horizontal line.

Ryan McMaster, PE

Attachments: Left-Hand Turn Lane Carothers Exhibit
Road Construction Cost Estimate
Traffic Signal Cost Estimate



Kimley»Horn

JANUARY 8, 2018
SHEET C2.1A

**NOT FOR
CONSTRUCTION**

ROAD IMPACT FEE OFFSET EXHIBIT

LIBERTY STATION - FRANKLIN, TENNESSEE

Amendment Number: 5

Agreement Number: 120296

Project Identification Number: 118151.00

Federal Project Number: SRTS-9305(29)

State Project Number: 94LPLM-F3-062

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF FRANKLIN (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Safe Routes to School: Hunters Bend Elementary School. Improvements to two walking tunnels including a retaining wall, earthwork, lighting, emergency call box and tunnel entrance rock surround.

1. The language of AGREEMENT # 120296A4 dated October 30, 2017 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 5.
2. The language of Agreement # 120296A3 dated May 17, 2017 Section B.2 a) is hereby deleted in its entirety.
3. The following is added as B.2 a).

B.2 Completion Date:

a) The Agency agrees to complete the herein assigned phases of the Project on or before May 12, 2019. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination for the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

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

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

CITY OF FRANKLIN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

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

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

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

EXHIBIT "A" for Amendment 5

Infrastructure Budget

CONTRACT NO.: 120296**PROJECT IDENTIFICATION NO.:** 118151.00

PROJECT DESCRIPTION: Hunters Bend Elementary School in Franklin: Improvements to 2 walking tunnels including retaining wall, earthwork, lighting, emergency call box, bicycle tracking system and tunnel entrance rock surround near Hunters Bend Elementary School. The purpose of the project is not location dependent. The purpose of this project shall be accomplished in accordance with the project application, budget and/or scope of work on which approval of the project was based and AASHTO standards. The application, budget and/or scope of work may be amended from time to time as agreed to by the parties and when amended will serve as the revised project standard.

TYPE OF WORK: Bicycle/Pedestrian Facility**FUNDING:**

PHASE	FUNDING SOURCE	FED %	STATE %	AGENCY %	ESTIMATED COST
PE - NEPA	Safe Routes To School (SRTS)	100	0	0	\$ 5,833.33
CONST	Safe Routes To School (SRTS)	100	0	0	\$234,237.76
CONST	Transportation Alternative (TAP)	80	0	20	\$421,438.24
CONST - CEI	Safe Routes to School (SRTS)	100	0	0	\$17,400.00
CONST- TDOT Engineering Services	Safe Routes to School (SRTS)	100	0	0	\$1,700.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the funds shown herein above or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) provides funding for the development of the herein-described project as denoted above, which is comprised of 100% federal funds.

LEGISLATIVE AUTHORITY: The Safe Routes to School Program under Section 1404 of the SAFETEA-LU (23 U.S.C. 402; Public Law 109-59) and Section 1122 of the Moving Ahead For Progress In The 21ST Century Act (23 U.S.C. 213, Public Law 112-141).

PROJECT FUNDING AND SCOPE LIMITATION: Once the project is completed per the application and description above, all remaining federal funds will revert to the Department. Project scope revisions and/or additions outside the Safe Routes to School activity are prohibited. Limited project scope revisions consistent with the awarded activity must be reviewed and approved by the Department.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Materials and Testing Expenses (Quality Assurance Testing).

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

CIP FY2019-2029

FY 19 *thru* FY 23

City of Franklin, Tennessee

Project # ST 16037
Project Name West Main Street Pedestrian Improvements

Department Streets
Contact Engineering Director
Type Improvement
Useful Life 20+
Category Transportation
Priority 3 Star Project
Status Not Funded

Total Project Cost: \$2,946,750

Description

The purpose of this project is to widen an existing bridge on West Main Street between N Petway Street and 11th Ave South. The existing bridge does not adequately allow for pedestrian access along the roadway.

Expenditures	FY 19	FY 20	FY 21	FY 22	FY 23	Total
Design/Planning (Professional Services)	200,000					200,000
ROW and Easements		300,000				300,000
Construction Engineering / Inspection			200,000			200,000
Construction			2,246,750			2,246,750
Total	200,000	300,000	2,446,750			2,946,750

Funding Sources	FY 19	FY 20	FY 21	FY 22	FY 23	Total
General	50,000	300,000	926,000			1,276,000
Stormwater	50,000		910,000			960,000
Wastewater Renewal	50,000		330,000			380,000
Water Renewal	50,000		280,750			330,750
Total	200,000	300,000	2,446,750			2,946,750



N PETWAY ST

West Main Street

11TH AVES

Request for Construction Change
Change Order No. 01

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

Contract No. 2017-0006
Project SR-96 East Sidewalk Project

Whereas, we, Civil Constructors, LLC, entered into a contract with the CITY OF FRANKLIN, on June 29, 2017, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

Add Item S5: City requested cleanouts to be added to the new sewer service connections (7 total). Paid from Water Management funds.

Add Item 209-01.11: Construction of two (2) access roads needed to access the project yard. Paid from project contingency funds.

Increase Items S1, S-2, S-3, S-5, S-7, 303-01, 307-01.08: The City of Franklin Water Management Department requested the replacement of 402' of old clay 8" sanitary sewer line to new 8" PVC sewer line from the new manhole S1 then west to the existing manhole at Pinkerton Park. Existing 8" clay line will be removed. One additional 48" manhole and three lateral service connections and cleanouts will also be installed. Paid from Water Management funds.

Attachments (List documents supporting change):

N/A

Item No.	Description of Work	Unit	Estimate Quantity	Unit Price	Amount
209-01.11	Construction Access Road	EACH	2	\$3,550.00	\$7,100.00
S-1	48" Dia. Manhole per COF Specifications	EACH	1	\$4,820.00	\$4,820.00
S-2	8" PVC Sewer	LF	402	\$92.25	\$37,084.50
S-3	Lateral Service Connections	EACH	3	\$1,718.00	\$5,154.00
S-5	Sanitary Sewer Cleanout	EACH	10	\$770.00	\$7,700.00
S-7	Remove and disposal of existing 8" clay line	LF	402	\$7.95	\$3,195.00
303-01	Mineral Aggregate Type A Base Grading "D"	TON	54	\$45.00	\$2,430.00
307-01.08	Asphalt Conc. Mix Grading B-M2(PG64-22)	TON	22	\$290.00	\$6,380.00
TOTAL					\$73,863.50

CHANGE IN CONTRACT PRICE:
Original Contract Price: <u>\$1,511,300.00</u>
Net INCREASE (DECREASE) from previous Change Order(s) No. 0 to N/A: <u>N/A</u>
Contract Price prior to this Change Order: <u>\$1,511,300.00</u>
Net INCREASE (DECREASE) of this Change Order: <u>\$73,863.50</u>
Contract Price with all approved Change Orders: <u>\$1,585,163.50</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>December 12, 2017</u> Ready for final payment: <u>N/A</u>
Net change from previous Change Orders No. 0 to N/A: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Times prior to this Change Order: Substantial Completion: <u>December 12, 2017</u> Ready for final payment: <u>N/A</u>
Net INCREASE (DECREASE) this Change Order: Substantial Completion: <u>143 Days (May 9, 2018)</u> Ready for final payment: <u>N/A</u>
Contract Times with all approved Change Orders: Substantial Completion: <u>262 Days (May 9, 2018)</u> Ready for final payment: <u>June 15, 2018</u>

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

RECOMMENDED FOR APPROVAL BY:

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

Date: _____ Date: _____

ACCEPTED:

APPROVED:

By: _____
CONTRACTOR (Authorized Signature)

By: _____
OWNER (Authorized Signature)

Date: _____

Date: _____

January 25, 2018

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Patricia McNeese, Utilities Project Manager

SUBJECT: Water and Sewer Projects Status Report

Purpose

The purpose of this memo is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of some of the City's water and sewer projects.

Project Status

A. Spencer Creek Basin – South Prong Interceptor Upgrade

Key Dates: Design Start – April 23, 2013; Design Completion – February 2017*;
Easement Acquisition – TBD; Construction – Not Funded

*Denotes Estimated Date

Cost: Design – \$337,000.00; Easement – Not Funded; Construction – Not Funded

Funding Source: Design – Sewer Fund; Easements – TBD; Construction - TBD

Status Update: Plans are complete but will not be submitted to TDEC for approval until the project is closer to bid. Easement documents have been prepared and submitted to City Staff for review. The project will not be constructed until funding is available from the Water Management Department budget.

B. Spencer Creek at Franklin Road Sewer

Key Dates: Design Start - March 11, 2014; Design Completion - June 2015; Easement Acquisition Start - September 2015; Easement Acquisition Completion – February 2018*; Bid Date: March 2018*; Construction Start - May 2018*; Construction Completion – February 2019*

*Denotes Estimated Date

Cost: Design - \$40,000.00; Construction - TBD

Funding Source: Design - Sewer Fund

Status Update: The plans are 100% complete. Two of the four easements required have gone to condemnation; the other two easements are still in negotiation. The project will be bid once the easements have been obtained.

C. Curd Branch and Watson Branch Interceptor Sewer

Key Dates: Design Start – February 25, 2014; Design Completion – September 2015; Easement Acquisition Start – February 2015; Easement Acquisition Completion – June 2016; Bid Date: September 2016; Construction Start – February 2017; Construction Completion – February 2018*

*Denotes Estimated Date

Cost: Design – \$115,000.00; Easement – TBD; Construction – \$1,481,995.00

Funding Source: Easement, Design and Construction – Sewer Fund

Status Update: A final walk thru has been completed. The contractor has several items to address prior to final acceptance of the project.

D. Goose Creek Sanitary Sewer Extension Project from West of I65 to the East Side of I65

Key Dates: Design Start – September 9, 2014; Design Completion – April 2015; Easement Acquisition Start – July 2015; Easement Acquisition Completion – June 2016; Bid Date: September 2016; Construction Start – January 2017; Construction Completion – February 2018*

*Denotes Estimated Date

Cost: Design – \$132,535.00; Easements – \$221,600.00; Construction – \$1,717,620.40

Funding Source: Design, Easements, Construction – Sewer Fund & HPT TA Properties Trust

Status Update: The testing of the gravity sewer line is 50% complete; the reclaimed water line has not been tested. Clean-up on the project is underway; there is some sidewalk and curb and gutter repair that needs to be completed. A final walk thru will be scheduled for February 2018.

E. Bobby Drive Water Line Improvement Project

Key Dates: Design Start – May 12, 2015; Design Completion – April 2016; Easement Acquisition Start – June 2016; Easement Acquisition Completion – March 2018*; Construction – To be completed in-house by Water Management Department staff

*Denotes Estimated Date

Cost: Design – \$80,313.00; Easements – TBD; Construction – TBD (Materials Only)

Funding Source: Design and Easements – Water Operating Fund

Status Update: Design plans are 100% complete. Easement discussions with the affected property owners continues.

F. Old Carters Creek Water Line Improvements

Key Dates: Design Start – May 12, 2015; Design Completion – July 2017; Easement Acquisition Start – August 2017; Easement Acquisition Completion – April 2018*; Construction – to be completed in-house by Water Management Department staff

*Denotes Estimated Date

Cost: Design – \$101,278.00; Easements – TBD; Construction – TBD (Materials Only)

Funding Source: Design and Easements – Water Operating Fund

Status Update: This project will be constructed in two phases with the entire job being designed now.

G. Ladd Park Interceptor Sewer Improvements

Key Dates: Design Start – December 8, 2015; Design Completion – September 2016; Easement Acquisition Start – August 2016; Easement Acquisition Completion – November 2016; Bid Date: December 13, 2016; Construction Start – March 2017; Construction Completion – January 2018*

*Denotes Estimated Date

Cost: Design – \$176,600.00; Easements – None; Construction – \$2,339,780.00

Funding Source: Design, Easements, Construction - Sewer Fund

Status Update: Construction has begun and is approximately 85% complete.

H. Goose Creek Inn Sewer Project

Key Dates: Design Start – April 11, 2017 (BOMA Approved); Design Completion – July 2017; ROW/Easement/Contracts Signed by landowners – July 2017; Construction – TBD

Cost: Design - \$50,020.00; ROW/Easement/Contracts – TBD; Construction – est. \$570,000.00

Status Update: The pre-construction conference was held on December 13, 2017. The Notice to Proceed will be issued for February 5, 2018 with the final completion date being 90 days from then.

I. Henpeck Lane Sanitary Sewer Project

Key Dates: Design Start – July 2017; Design Completion – November 2018*; ROW/Easement Start – September 2017*; ROW/Easement End – April 2019*; Construction Start – August 2019*; Construction End – October 2020*;

*Denotes Estimated Dates

Cost: Design - \$176,000; ROW/Easement/Contracts – \$200,000; Construction – est. \$2,000,000

Status Update: Construction plans are 60% complete. A public meeting was held on December 5, 2017 at 6:00 PM. Permitting will take 180 days and will parallel ROW acquisition.