



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, January 23, 2018

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [18-0052](#) Initial Discussion And Consideration Whether To Amend The Sign Ordinance Section Of The City's Zoning Ordinance To Allow For Temporary "Building Topping Off Banners" To Be Displayed On Buildings Three Or More Stories Tall While Under Construction.

Sponsors: Eric Stuckey, Vernon Gerth, Chris Bridgewater and Tom Marsh
Attachments: [Building Topping Off Banners 1-18](#)
2. [18-0058](#) Consideration of COF Contract No. 2017-0355 Memorandum of Understanding with Friends of Franklin Parks (01/23/18 Work Session) .

Sponsors: Lisa Clayton
Attachments: [2017-0355 MOU with Friends of Franklin Parks.Law Approved](#)
3. [18-0060](#) *Consideration of Resolution 2018-06, "A Resolution Approving the Proposed Alignment Shift of SR 397 / Mack Hatcher Parkway" (Shadow Green Subdivision PUD)

Sponsors: Paul Holzen and Jonathan Marston
Attachments: [Res 2018-06 Mack Hatcher SW Quadrant Realignment with Exhibit A.Law App](#)
4. [18-0062](#) Discussion Concerning A DRAFT Road Impact Fee Offset Agreement (COF Contract No. 2017-0120) With Westhaven Partners, LLC For Intersection Improvements At SR-96W And Westhaven Boulevard/Old Charlotte Pike (Continued from 01/23/18 Work Session)

Sponsors: Paul Holzen and Jonathan Marston
Attachments: [Westhaven BOMA Options.pdf](#)
5. [18-0070](#) *Consideration of the Rejection of Bids for the Water Reclamation Facility (COF Contract No. 2017-0264) Deferred from 01/23/18 BOMA.

Sponsors: Michelle Hatcher
Attachments: [20180206 LET_CDM Smith Recommendation RE Bid Evaluation_V1](#)

6. [17-1090](#) Update and Discussion on the Cheekwood Golf Course Development of the City-Owned 54 Acre Parcel Located on the Southwest Corner of Mack Hatcher Parkway and Spencer Creek Drive as it Pertains to Wetland Mitigation and Timing of Development.

Sponsors: Eric Stuckey and Vernon Gerth

Attachments: [Cheekwood Phasing Plan 01.10.2018 \(002\)](#)

7. [18-0014](#) *Consideration of a Professional Services Contract with Renaissance Group For The Design And Engineering Services Of Fire Station 7 Located At 4412 Peytonsville Road That Includes An EMS Wing In Partnership With Williamson County Government -COF Contract 2017-0256 For Architectural Services

Sponsors: Brad Wilson

Attachments: [1-9-2018 Signed COFPS Agreement - Fire Station No.7](#)

[Fee Analysis Franklin Fire Station No. 7 Exhibit B](#)

[Project Scope of Services - Exhibit A](#)

[Schedule of Services - Exhibit C](#)

8. [18-0022](#) *Consideration Of Procurement Award To Landscape Services, Inc. Of Nashville, Tennessee In The Estimated Total Amount Of \$247,140 Per Year For A Term Of Award For Mowing And Related Contract Services For Certain City Parks And Certain Other City-Owned Properties For A Term Of Award For The Parks Department (Purchasing Office Procurement Solicitation No. 2018-007; Contract No. 2017-0371) (Deferred from 01/09/18 WS and 01/23/18 BOMA)

Sponsors: Lisa Clayton

Attachments: [2018-007 Tabulation of bids 2017.12.22.1142](#)

Legislative History

1/9/18 Work Session referred to the Work Session

9. [18-0042](#) Consideration of Resolution 2018-02, A Resolution Declaring the Intent of the City of Franklin to Act As A Governmental Pass-Through Entity for the Spivey Tract Land Acquisition Project as Requested by the Civil War Preservation Trust. (01/23/18 Work Session)

Sponsors: Eric Stuckey

Attachments: [Res 2018-02 Civil War Preservation Trust_Spivey_with Map.Law Approved.pdf](#)

[CWT to City of Franklin Pass Through Request - Spivey at Franklin.pdf](#)

[WS 09 - 03.pdf](#)

[WS 09- 04.pdf](#)

10. [18-0029](#) Consideration of Ordinance 2017-54, An Ordinance to Create Title 2, Chapter 2 of the City of Franklin Municipal Code Relating to the Creation of a Development Services Advisory Commission; (01/09/18 and 01/23/18 WS; 02/13/18 First BOMA 8-0) SECOND AND FINAL READING

Sponsors:

Eric Stuckey and Vernon Gerth

Attachments:

[Ordinance 2017-54 - Development Services Commission.Law Approved 4.pdf](#)

Legislative History

1/9/18

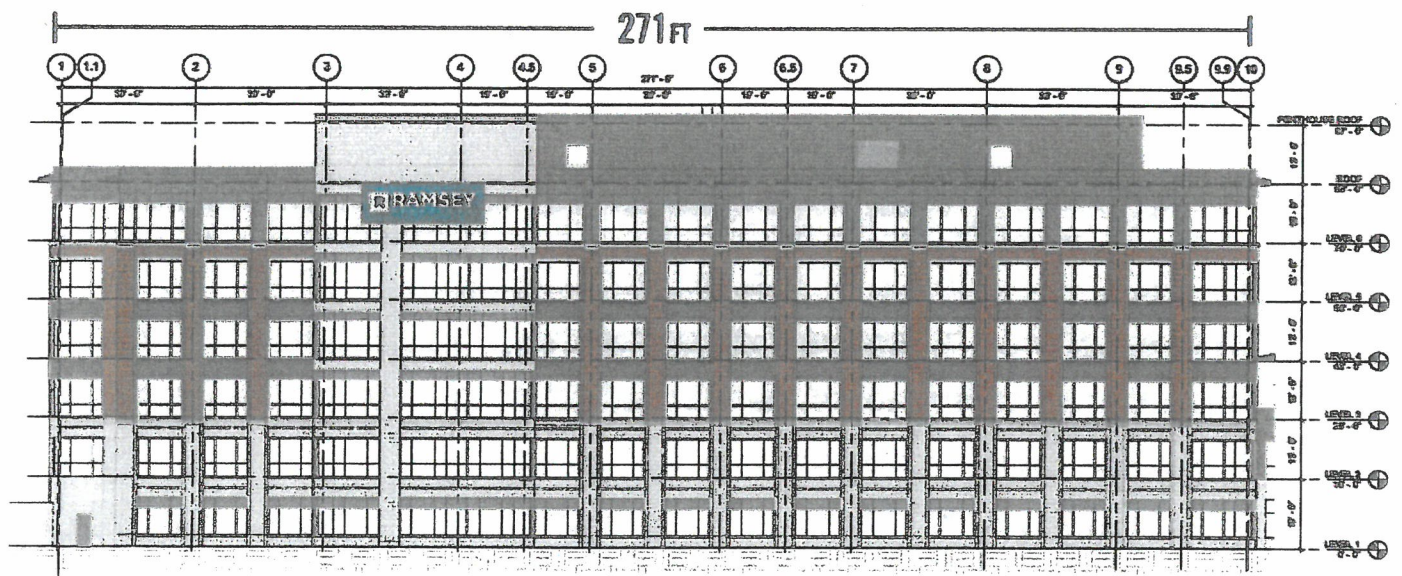
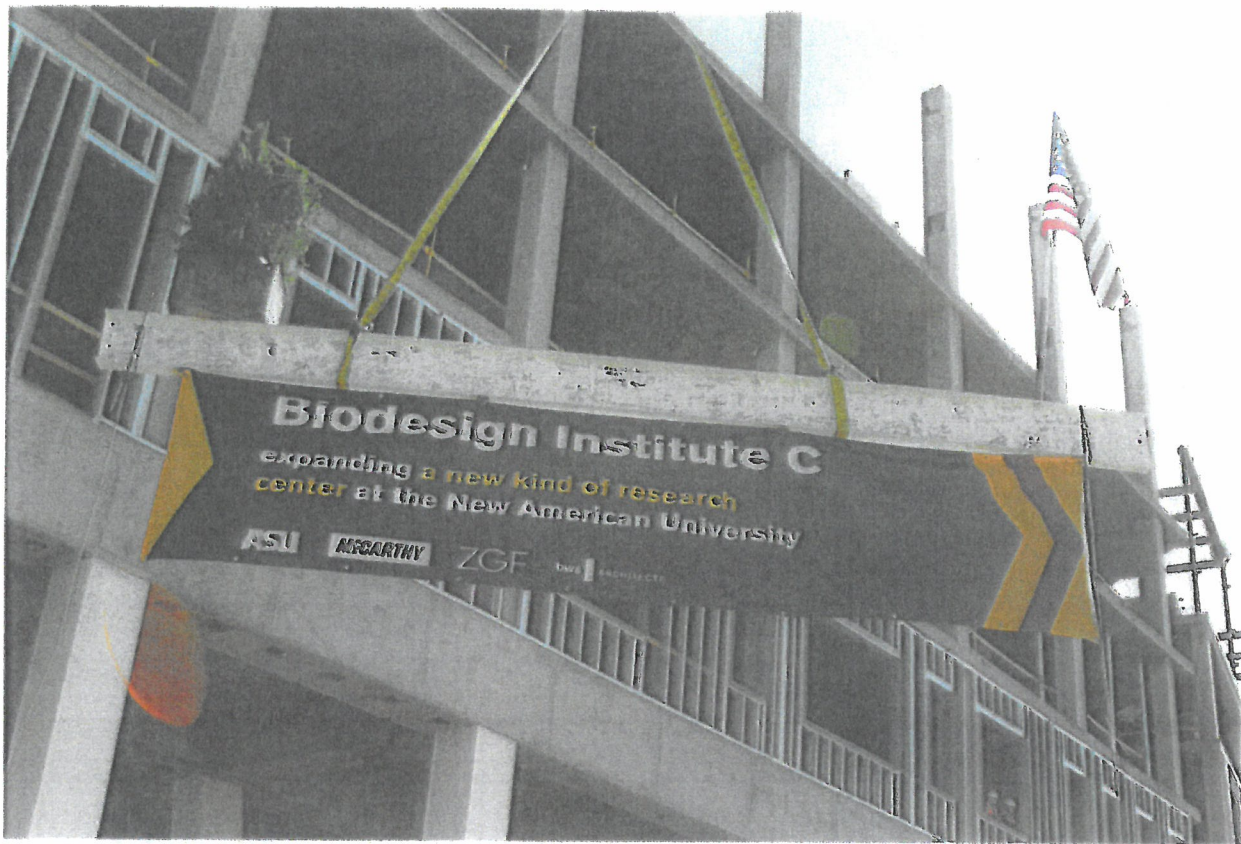
Work Session

referred to the Work Session

Other Business

Adjournment

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



① ELEVATION - WEST TOWER
1/16" = 1'-0"

270SF SIGN (27'w x 10'h)





AGREEMENT AND MEMORANDUM OF UNDERSTANDING

ENTERED INTO as of this ____ day of _____, 20__ by and among the CITY OF FRANKLIN, TENNESSEE, a municipal government organized and existing under the laws of the State of Tennessee (the “City”), and FRIENDS OF FRANKLIN PARKS, a Tennessee non-profit corporation (“FOFP”).

RECITALS:

1. FOFP is actively working with the City to create and enhance parks open to the public throughout the City of Franklin.

2. In furtherance of the development of the Franklin Parks, FOFP and the City have worked in the past to develop and support the ongoing efforts of the City to provide top tiered parks to their citizens.

3. This Agreement is intended to set forth the terms and conditions regarding the relationship of FOFP to the City.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the City and FOFP agree as follows:

The primary purpose of FOFP is to help support and provide funding to help further the development and improvement of parks throughout the City.

4. Improvements. FOFP, in concert with the City, shall work to improve elements of the existing parks throughout the City. This may include, but is not limited to, trails, signage, buildings, park amenities, playgrounds, bridges, and other items necessary for use and maintenance of the Parks property. No signage, interpretative elements, or other equipment shall be constructed on the Park Property without the prior written consent of the City.

5. Memorial Items. FOFP, in concert with the City, shall work with the Parks Department regarding any memorial type items in the Parks. This shall include items such as trees, benches, and small plaques. These items shall be required to follow City policies regarding the placement and types of such items. The City shall hold final say regarding these items.

6. Inspection and Maintenance. The City is hereby granted the right at any time to enter upon and inspect and maintain all items maintained or constructed through this agreement. FOFP agree to cooperate with all directives and instructions by the City as such affect any items maintained or constructed through this agreement, from the date of the execution hereof until such ownership is transferred to the City.

7. Cooperation. FOFP shall cooperate with the City in the transfer of the described items, ownership, interpretation, and use of the Park Property.

8. Term. The term of this Agreement shall be for three (3) years from the date adopted and may be renewed for an additional two (2), one (1) year terms if agreed to by the parties. Written notice of renewal shall be given to The City within (90) days of the expiration of the initial three (3) year term.

ENTERED INTO the date first above written.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

ATTEST:

By: _____
Eric S. Stuckey, City Administrator

Approved as to form:

Tiffani M. Pope, Staff Attorney

RESOLUTION 2018-06

**A RESOLUTION APPROVING THE PROPOSED ALIGNMENT SHIFT OF SR397 /
MACK HATCHER PARKWAY**

WHEREAS, in March of 2006 the Tennessee Department of Transportation began the Context Sensitive Design process to develop SR 397 / Mack Hatcher Parkway; and

WHEREAS, the City and Tennessee Department of Transportation eventually approved a final alignment for the northwest and southwest quadrant for SR 397 / Mack Hatcher Parkway; and

WHEREAS, Clayton Properties Group, Inc., has requested approval to change the planned alignment for a section of the SW quadrant of SR 397 / Mack Hatcher Parkway to accommodate the Shadow Green Subdivision PUD; and

WHEREAS, on December 22, 2017, the Tennessee Department of Transportation approved the alignment shift as proposed by Clayton Properties Group, Inc., (see Exhibit A); and

WHEREAS, as a condition of approval to the development plan for the Shadow Green Subdivision PUD, Clayton Properties Group, Inc., is required to obtain approval from the Board of Mayor and Aldermen on the proposed alignment shift for SR 397 / Mack Hatcher Parkway.

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

Approval is granted on the proposed alignment shift for SR 397 / Mack Hatcher Parkway as shown on Exhibit A.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Sauna R. Billingsley
City Attorney



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

COMMISSIONER'S OFFICE
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2848

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

December 22, 2017

Paul Holzen
City of Franklin
Director of Engineering
Franklin, TN 37065

Subject: Southwest Section of Mack Hatcher Parkway – Proposed Alignment Shift

Dear Paul,

As you are aware, Goodall Homes submitted a proposed alignment shift (Exhibit A) for a portion of the Southwest (SW) section of Mack Hatcher Parkway from centerline Station 671+00+/- to Station 623+90+/- to accommodate for the development of Shadow Green PUD Subdivision. Since the original alignment of this section was included in the Mack Hatcher Parkway Environmental Impact Statement (EIS), TDOT could not concur with the shift of the alignment without some additional information. To provide TDOT with a level of confidence that the alignment shift would not be likely to impact any archaeological and/or historical sites, we requested that Goodall Homes use a TDOT approved Archaeology Consultant to complete a Phase I Archaeological Survey prior to TDOT concurring with this proposed alignment shift. TDOT also understands that the approval of the Shadow Green PUD Subdivision is contingent on TDOT's concurring with the alignment shift.

TDOT has completed our review of the report commissioned by Goodall Homes entitled, "Phase I Archaeological Survey of a Proposed Development near Franklin, Williamson County, Tennessee" dated December 1, 2017, and submitted to TDOT on December 13, 2017. While we identified several minor editorial items that would require revision, the overall report meets or exceeds TDOT's standard scope of work for Phase I archaeological assessments and could be readily adopted. We also concur with the results of the study that no National Register of Historic Places listed, eligible, or potentially eligible archaeological sites would be affected by the proposed shift of TDOT's alignment into the area assessed in this report. If the location or extent of the proposed shift changes, then additional fieldwork and State Historic Preservation Office (SHPO) consultation may be required. Based on the information provided by Goodall Homes or their consultants, TDOT concurs with the alignment shift as shown in Exhibit A.

While TDOT concurs with the proposed alignment shift and Phase I study, it does not guarantee any future connection to Mack Hatcher Parkway from the development or that any future regulations or laws would not require other changes or shifts in the alignment. In addition, this section of Mack Hatcher was not identified as an IMPROVE Act project. This concurrence also is not a guarantee that Mack Hatcher will be constructed any sooner than warranted.

If you have any questions, please contact Mr. Shane Hester, TDOT Region 3 Project Development Director at 615-350-4300

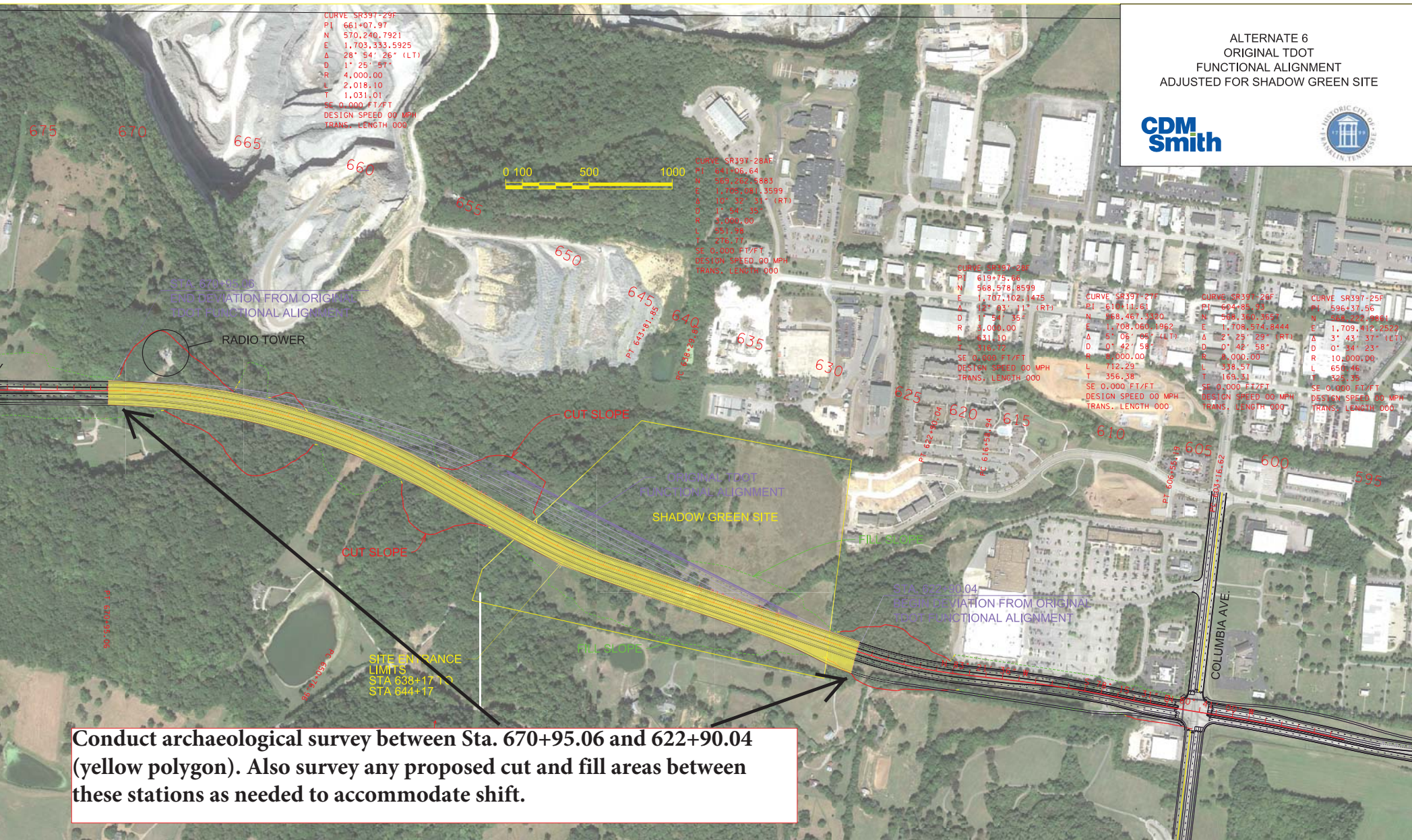
Sincerely,

A handwritten signature in dark ink, appearing to read 'John C. Schroer', written over a horizontal line.

John C. Schroer
Commissioner

(all of the following will receive attachments)

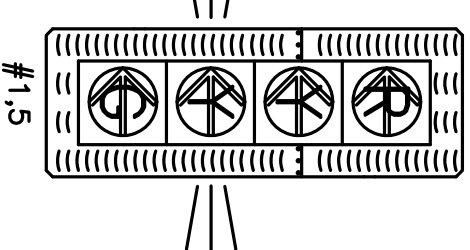
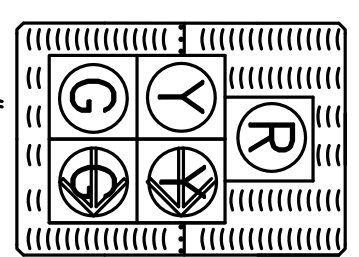
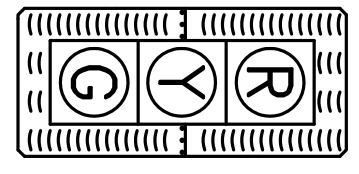
CC: Mr. Paul Degges
Mr. Toks Omishakin
Mr. David Layhew
Mr. Jeff Jones
Mr. Shane Hester
Ms. Susannah Kniazewycz
Ms. Holly Cantrell
Mr. Jimmy Wiseman (City of Franklin)
Mr. Taylor DeKalb (Goodall Homes)
Mr. Chris O'Neal (Goodall Homes)



CITY OF FRANKLIN	YEAR	SHEET NO.
	2017	SIGNAL



SIGNAL HEAD DISPLAYS (NEW)



**WESTHAVEN BLVD AND SR96
WEST TRAFFIC SIGNAL**

[illegible]

CITY OF	YEAR	SHEET NO.
FRANKLIN	2017	SIGNAL

CITY OF	YEAR	SHEET NO.
FRANKLIN	2017	SIGNAL



SIGNAL HEAD DISPLAYS (NEW)



**WESTHAVEN BLVD AND SR96
WEST TRAFFIC SIGNAL**

**WESTHAVEN BLVD AND SR96
WEST TRAFFIC SIGNAL**

**WESTHAVEN BLVD AND SR96
WEST TRAFFIC SIGNAL**



3200 Windy Hill Road
Suite 210 West
Atlanta, Georgia 30339
tel: 404 720-1400

February 6, 2018

Ms. Michelle M. Hatcher, P.E., Director
City of Franklin Water Management Department
124 Lumber Drive
Franklin, Tennessee 37064

Subject: Evaluation of Bids – Franklin WRF Modifications & Expansion Project
COF Contract No. 2017-0264

Dear Ms. Hatcher:

Bids for the above referenced project were received on January 4, 2018, at 2:00 p.m. Central Time and subsequently publicly opened. The bidders and their Total Bids are summarized in the certified Bid Tabulation, three copies of which are attached to this letter. The bids are listed below, and in the attached Bid Tabulation, in numerical order with the low bidder listed first.

Bidder		Total Bid
1	Brasfield and Gorrie, LLC	\$151,245,953
2	Garney Companies, Inc.	\$152,455,400 ¹
3	Kiewit Infrastructure South Co.	\$153,990,000 ¹
4	Judy Construction Company and Smith Contractors, Inc., A Joint Venture	\$176,604,000

¹ Corrected value of the Total Bid. See Page 2 for an explanation of the corrections.

The Engineer's Opinion of Probable Construction Cost (OPCC) was approximately \$108 million based on the last completed OPCC at the completion of the project design in July 2015.

Each bidder acknowledged receipt of the 12 Addenda issued for this project and supplied a Bid Bond in the amount of 5 percent of the Total Bid. Bids for this project are to remain firm for a period of 90 calendar days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the bids; therefore, the bids will expire on May 14, 2018.

Each bidder submitted a Bid Proposal containing the following information as required by the Bid Documents.





Ms. Michelle M. Hatcher, P.E.

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- Bid Form (Section 00300), including Part 1 – Base Bid, Part 2 – Allowance Items, and Part 3 – Bid Summary
- Bid Security (Section 00410, Bid Bond Form), including Power of Attorney
- Affidavit of Drug-Free Workplace (Section 00440)
- Affidavit of Title VI Compliance (Section 00450)
- Affidavit of Non-Collusion (Section 00480)
- Tennessee Contractor's License Number and Subcontractors' License Information

CDM Smith checked the status of each bidder's contractor's license and subcontractors' licenses using the License Search and Verification service at the State of Tennessee Department of Commerce & Insurance's Web site (<http://verify.tn.gov/>). Each bidder possesses a valid Class MU (Municipal and Utility Construction) license or a combination of Class MU-A (Underground Piping) and MU-B (Water and Sewer Systems) licenses, with an Unlimited monetary limit. Kiewit Infrastructure South Co. also possesses a Class MU-C (Grading and Drainage) license.

Please refer to the paragraphs below for notes on the verification of subcontractors' licenses.

Kiewit Infrastructure South Co. was the only bidder to submit evidence that it had contacted, in letters sent and tracked via Federal Express, at least 10 certified Disadvantaged Business Enterprise (DBE) subcontractors, professional service providers, suppliers, and/or equipment vendors in order to solicit their subcontract participation in the work. This evidence must be provided in accordance with the State Revolving Fund (SRF) Loan Program's Bidder's Requirements for Solicitation and Documentation of DBE Participation, found in Section 00801, SRF Contract Requirements; however, it is not required to be submitted with the bid package. The omission of this information from the other three bidders' bid packages is not grounds for rejection of their bids.

Mathematical errors were found in Garney Companies, Inc.'s and Kiewit Infrastructure South Co.'s bid proposals. In both cases, the bidder's written (indicated) sum of the prices for each Base Bid Item was less than the calculated (correct) sum of the prices. Per Article 10.2 of the Instructions to Bidders (Section 00100), discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected Total Bids for Garney Companies, Inc., and Kiewit Infrastructure South Co. are therefore included in the Bid Tabulation and in the table on the first page of this letter.

The following issues were identified during the review of the bids.





Ms. Michelle M. Hatcher, P.E.

February 6, 2018

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- Brasfield & Gorrie, LLC
 - No roofing subcontractor was identified on the bid envelope; however, Tennessee Code Annotated (TCA) § 62-6-119 does not specifically require the roofing subcontractor to be identified on the bid envelope.
- Garney Companies, Inc.
 - No roofing or masonry subcontractors were identified on the bid envelope. While TCA § 62-6-119 does not specifically require the roofing subcontractor to be identified on the bid envelope, the masonry subcontractor must be identified if the total cost of the materials and labor for masonry exceeds \$100,000.

Garney Companies, Inc., does not appear to possess a Class LMC (Masonry) license in Tennessee. If the total cost of the materials and labor for masonry exceeds \$100,000, then the omission of the masonry subcontractor's information voids Garney Companies, Inc.'s bid, and such bid shall not be considered per TCA § 62-6-119.

- The Bid Bond Form and Power of Attorney were both dated December 5, 2017 rather than January 4, 2018, the date of bid opening.
- Section 00710 (Indemnification Agreement) was not included in the bid package. The omission of this form is grounds for rejection of Garney Companies, Inc.'s bid as being irregular per Article 7.2 of the Instructions to Bidders.
- Judy Construction Company and Smith Contractors, Inc., A Joint Venture
 - Electrical subcontractor license classifications written on the bid envelope did not completely match the information on the state Web site. One classification written on the envelope, CMC-V, was listed as CMC-B on the Web site.
 - No roofing subcontractor was identified on the bid envelope; however, as noted above, TCA § 62-6-119 does not specifically require the roofing subcontractor to be identified on the bid envelope.
 - Judy Construction Company and Smith Contractors, Inc., executed several forms separately. The two SRF certification forms (Certification Regarding Debarment, Suspension and Other Responsibility Matters; and Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity) executed by Smith Contractors, Inc., were copies rather than originals. Photostatic or facsimile copies of



Ms. Michelle M. Hatcher, P.E.

February 6, 2018

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proposal sheets may not be attached to the Bid Proposal per Article 7.2 of the Instructions to Bidders.

- The letter from Liberty Mutual Insurance Company verifying Smith Contractors, Inc.'s bonding capacity is a copy rather than an original.
- Kiewit Infrastructure South Co.
 - Electrical subcontractor license classifications printed on the bid envelope did not completely match the information on the state Web site. The classification BC was not written on the bid envelope.
 - The Bid Bond (Section 00410) form submitted was the version issued in the Bidding Documents, not the revised form issued to bidders in Addendum No. 1, and the Power of Attorney was dated December 1, 2017, instead of the bid opening date of January 4, 2018. The use of the incorrect version of the Bid Bond form is grounds for rejection of Kiewit's bid as being irregular per Article 7.2 of the Instructions to Bidders.
 - Section 00710 (Indemnification Agreement) was not included in the bid package. The omission of this form is also grounds for rejection of Kiewit's bid as being irregular per Article 7.2 of the Instructions to Bidders.
- All four bidders selected Lord & Company, Inc., as their Process Control System Supplier (PCSS).
 - Judy Construction Company and Smith Contractors, Inc., A Joint Venture, did not include Lord & Company, Inc.'s license number, classifications, or expiration date on their bid envelope.
 - Garney Companies, Inc., did not include Lord & Company, Inc.'s classifications on their bid envelope.
 - The license number (057774) provided on the other three bidders' envelopes did not match the number in the state's database (61127). Furthermore, according to the database, Lord & Company, Inc.'s Tennessee contractor's license expired in 2012 due to a failure to renew. However, aside from fire alarm and security systems work, there do not appear to be state licensing requirements for other aspects of the PCSS' work. We are not certain whether the absence of a Tennessee contractor's license is grounds for rejection of Lord & Company, Inc., as a subcontractor or for rejection of the bids.

A bid checklist summarizing the above information in a side by side comparison format is attached. Bid irregularities for each Contractor are summarized at the bottom of the table.



Ms. Michelle M. Hatcher, P.E.

February 6, 2018

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Since the bid amounts were larger than the engineer's estimate, Zack Daniel and I met with the City of Franklin staff to review the bids and discuss options for proceeding. Several options were presented and evaluated by the group. Based on the results of the meeting, CDM Smith recommends that the drawings and specifications be revised to potentially reduce cost and that the project be rebid.

CDM Smith also prepared the attached draft letter to the contractors for the City's review and use in obtaining BOMA approval. The letter indicates that all bids have been rejected and that the City intends to rebid the project after redesign to reduce cost.

The original bid packages will be returned to the City under separate cover. If you have any questions or comments, or if you require any additional information, please do not hesitate to contact me or Zack Daniel.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. P. Huguenard".

Robert P. Huguenard, P.E., BCEE
Senior Project Manager
CDM Smith Inc.

cc: Brian Goodwin, City of Franklin
Mark Hilty, City of Franklin
Zack Daniel, CDM Smith
Project File (14915-96594-WRF)



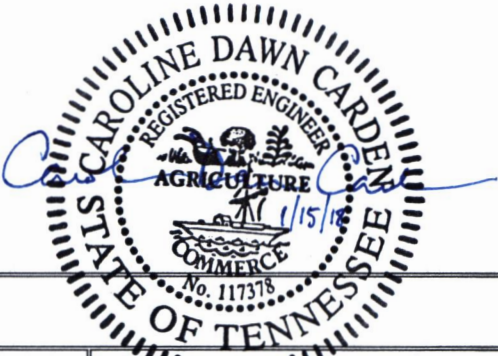
BID TABULATION SHEET

PREPARED BY CDM SMITH INC.
3200 WINDY HILL ROAD, SUITE 210 WEST
ATLANTA, GEORGIA 30339

CITY OF FRANKLIN

FRANKLIN WRF
MODIFICATIONS AND EXPANSION PROJECT
COF CONTRACT NO. 2017-0264

BID OPENING:
JANUARY 4, 2018
2:00 P.M. LOCAL TIME



CERTIFIED AS CORRECT: <i>Carol D. Carden</i>				DATE: <i>1/15/18</i>							
BIDDERS:				Brasfield & Gorrie, LLC 3021 7th Avenue South Birmingham, AL 35233 (205) 328-4000		Garney Companies, Inc. 200 Crutchfield Avenue Nashville, TN 37210 (615) 350-7975		Judy Construction Company and Smith Contractors, Inc., A Joint Venture 103 South Church Street, PO Box 457 Cythiana, KY 41031 (859) 234-6900		Kiewit Infrastructure South Co. 450 Dividend Drive Peachtree City, GA 30269 (925) 595-8774	
Item No.	Item Description	Estimated Quantity	Units	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures
PART 1 - BASE BID											
A	All work under the Bidding Documents, complete as indicated on the Drawings and Specifications, exclusive of Base Bid Items B through Q listed below.	LS	LS	\$ 140,343,000.00	\$ 140,343,000.00	\$ 138,830,000.00	\$ 138,830,000.00	\$ 162,325,807.00	\$ 162,325,807.00	\$ 142,700,107.00	\$ 142,700,107.00
B	Mobilization and Demobilization: For all costs associated with project mobilization and demobilization in accordance with the Drawings and Specifications	LS	LS	\$ 500,000.00	\$ 500,000.00	\$ 2,999,237.00	\$ 2,999,237.00	\$ 3,500,000.00	\$ 3,500,000.00	\$ 500,000.00	\$ 500,000.00
C	Pre-Negotiated Ultraviolet (UV) Disinfection System and services as supplied by TrojanUV (See Section 11265)	LS	LS	\$ 806,353.00	\$ 806,353.00	\$ 806,353.00	\$ 806,353.00	\$ 806,353.00	\$ 806,353.00	\$ 806,353.00	\$ 806,353.00
D	Pre-Negotiated Thermal Hydrolysis Pretreatment (THP) System and services as supplied by Cambi, Inc. (See Section 11351)	LS	LS	\$ 3,232,721.00	\$ 3,232,721.00	\$ 3,232,721.00	\$ 3,232,721.00	\$ 3,232,721.00	\$ 3,232,721.00	\$ 3,232,721.00	\$ 3,232,721.00
E	Solar Sludge Drying System (See Section 13265)			--\$0.00--	--\$0.00--	--\$0.00--	--\$0.00--	--\$0.00--	--\$0.00--	--\$0.00--	--\$0.00--
F	Parts and service provided by Southern Sales Company to change the speed of two sets of two (2) existing Gorman Rupp T3 scum pumps (See Appendix E and Drawings M-48 and M-49)	LS	LS	\$ 8,869.00	\$ 8,869.00	\$ 8,869.00	\$ 8,869.00	\$ 8,869.00	\$ 8,869.00	\$ 8,869.00	\$ 8,869.00
G	Structural repairs to BNR Basins 1 and 2 as shown on Drawings S-12:										
	G1. Repairs to slab and wall expansion joints (Repair Notes 1, 2, and 3)	1,730	LF	\$ 7.00	\$ 12,110.00	\$ 26.00	\$ 44,980.00	\$ 40.00	\$ 69,200.00	\$ 5.00	\$ 8,650.00
	G2. Repairs to cracked and spalled concrete (Repair Notes 4, 5, 6, 7, 9, and 11)	110	SF	\$ 440.00	\$ 48,400.00	\$ 55.00	\$ 6,050.00	\$ 115.00	\$ 12,650.00	\$ 75.00	\$ 8,250.00
	G3. Repairs to cracked and spalled concrete at beam bearing connection to existing wall (Repair Note 10)	10	SF	\$ 460.00	\$ 4,600.00	\$ 100.00	\$ 1,000.00	\$ 115.00	\$ 1,150.00	\$ 75.00	\$ 750.00
	G4. Repairs to exposed reinforcing (Repair Note 8)	40	SF	\$ 485.00	\$ 19,400.00	\$ 75.00	\$ 3,000.00	\$ 115.00	\$ 4,600.00	\$ 75.00	\$ 3,000.00
H	Structural repairs to spalled concrete at the Return Sludge Pump Station as shown on Drawing S-24	LS	LS	\$ 17,600.00	\$ 17,600.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00

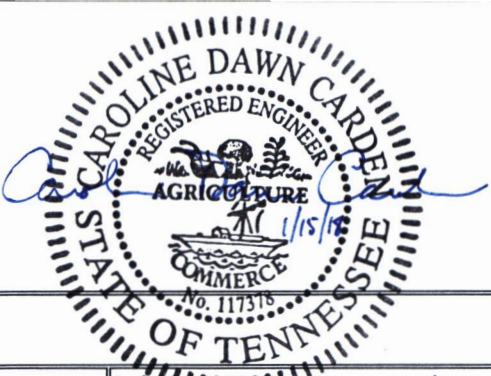
BID TABULATION SHEET

PREPARED BY CDM SMITH INC.
3200 WINDY HILL ROAD, SUITE 210 WEST
ATLANTA, GEORGIA 30339

CITY OF FRANKLIN

FRANKLIN WRF
MODIFICATIONS AND EXPANSION PROJECT
COF CONTRACT NO. 2017-0264

BID OPENING:
JANUARY 4, 2018
2:00 P.M. LOCAL TIME



CERTIFIED AS CORRECT:				DATE: 1/15/18							
BIDDERS:				Brasfield & Gorrie, LLC 3021 7th Avenue South Birmingham, AL 35233 (205) 328-4000		Garney Companies, Inc. 200 Crutchfield Avenue Nashville, TN 37210 (615) 350-7975		Judy Construction Company and Smith Contractors, Inc., A Joint Venture 103 South Church Street, PO Box 457 Cythiana, KY 41031 (859) 234-6900		Kiewit Infrastructure South Co. 450 Dividend Drive Peachtree City, GA 30269 (925) 595-8774	
Item No.	Item Description	Estimated Quantity	Units	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures
I	Removal, onsite management, dewatering, hauling, and disposal of accumulated sludge and debris from existing structures that are dewatered for the work under this project	3,100	Tons	\$ 187.00	\$ 579,700.00	\$ 128.00	\$ 396,800.00	\$ 210.00	\$ 651,000.00	\$ 390.00	\$ 1,209,000.00
J	Removal, onsite management, dewatering, hauling, and disposal of accumulated sludge and debris from abandoned pipelines that are demolished for the work under this project	3	Tons	\$ 10,500.00	\$ 31,500.00	\$ 1,500.00	\$ 4,500.00	\$ 20,000.00	\$ 60,000.00	\$ 6,500.00	\$ 19,500.00
K	Rock and boulder excavation	3,200	Tons	\$ 62.00	\$ 198,400.00	\$ 217.00	\$ 694,400.00	\$ 75.00	\$ 240,000.00	\$ 34.00	\$ 108,800.00
L	Over Excavation and associated backfill with structural fill	6,200	CY	\$ 45.00	\$ 279,000.00	\$ 34.00	\$ 210,800.00	\$ 68.25	\$ 423,150.00	\$ 18.00	\$ 111,600.00
M	Additional photographic services as requested by the Owner per Section 01322										
	M1. Photographer's mobilization / demobilization (trip) cost	10	Trips	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 165.00	\$ 1,650.00	\$ 170.00	\$ 1,700.00
	M2. Photographer's hourly rate	40	Hours	\$ 150.00	\$ 6,000.00	\$ 150.00	\$ 6,000.00	\$ 165.00	\$ 6,600.00	\$ 255.00	\$ 10,200.00
N	Complete replacement of filter media in the remaining ABW Filter	LS	LS	\$ 56,000.00	\$ 56,000.00	\$ 80,000.00	\$ 80,000.00	\$ 101,000.00	\$ 101,000.00	\$ 54,000.00	\$ 54,000.00
O	On-Call Assistance and Maintenance Supervision for the Pre-Dewatering Centrifuges (See Section 11363, Paragraph 1.05D.1.g)	4	Weeks	\$ 6,700.00	\$ 26,800.00	\$ 6,750.00	\$ 27,000.00	\$ 7,000.00	\$ 28,000.00	\$ 6,750.00	\$ 27,000.00
P	Hauling, alkalinity addition, reconstitution, heating, and injection of seed sludge for the digesters (See Section 01666)	135	Tons	\$ 400.00	\$ 54,000.00	\$ 594.00	\$ 80,190.00	\$ 750.00	\$ 101,250.00	\$ 1,100.00	\$ 148,500.00
Q	Owner's Contingency	N/A	N/A	N/A	\$4,000,000.00	N/A	\$4,000,000.00	N/A	\$4,000,000.00	N/A	\$4,000,000.00
TOTAL, PART 1 - BASE BID (Items A through Q) (CALCULATED IN THIS SPREADSHEET)					\$ 150,225,953.00		\$ 151,435,400.00		\$ 175,584,000.00		\$ 152,970,000.00
TOTAL, PART 1 - BASE BID (Items A through Q) (ENTERED BY BIDDER ON BID FORM)					\$ 150,225,953.00		\$ 151,430,000.00		\$ 175,584,000.00		\$ 152,794,500.00

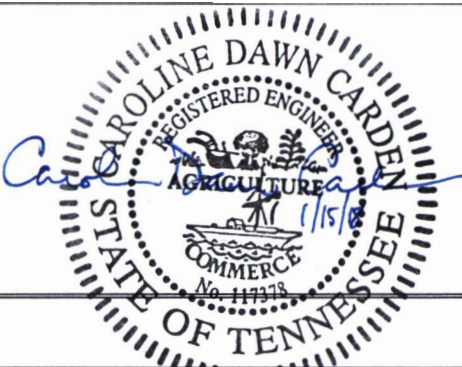
BID TABULATION SHEET

PREPARED BY CDM SMITH INC.
3200 WINDY HILL ROAD, SUITE 210 WEST
ATLANTA, GEORGIA 30339

CITY OF FRANKLIN

FRANKLIN WRF
MODIFICATIONS AND EXPANSION PROJECT
COF CONTRACT NO. 2017-0264

BID OPENING:
JANUARY 4, 2018
2:00 P.M. LOCAL TIME



CERTIFIED AS CORRECT: <i>Carol D. Carden</i>										DATE: 1/15/18	
BIDDERS:				Brasfield & Gorrie, LLC 3021 7th Avenue South Birmingham, AL 35233 (205) 328-4000		Garney Companies, Inc. 200 Crutchfield Avenue Nashville, TN 37210 (615) 350-7975		Judy Construction Company and Smith Contractors, Inc., A Joint Venture 103 South Church Street, PO Box 457 Cythiana, KY 41031 (859) 234-6900		Kiewit Infrastructure South Co. 450 Dividend Drive Peachtree City, GA 30269 (925) 595-8774	
Item No.	Item Description	Estimated Quantity	Units	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures
PART 2 - ALLOWANCE ITEMS											
1	Allowance for procurement of equipment and furnishings for the Solids Processing Building laboratory and control room	As determined by the Engineer		N/A	\$ 210,000.00	N/A	\$ 210,000.00	N/A	\$ 210,000.00	N/A	\$ 210,000.00
2	Allowance for inspection and refurbishment or replacement, as needed, of existing discharge valves at the Reuse Pump Station	As determined by the Engineer		N/A	\$ 50,000.00	N/A	\$ 50,000.00	N/A	\$ 50,000.00	N/A	\$ 50,000.00
3	Allowance for structural modifications associated with the selection of a Pre-Dewatering Centrifuge differing from that shown on the Drawings	As determined by the Engineer		N/A	\$ 50,000.00	N/A	\$ 50,000.00	N/A	\$ 50,000.00	N/A	\$ 50,000.00
4	Allowance for structural modifications associated with the selection of a Post-Dewatering Screw Press differing from that shown on the Drawings	As determined by the Engineer		N/A	\$ 20,000.00	N/A	\$ 20,000.00	N/A	\$ 20,000.00	N/A	\$ 20,000.00
5	Allowance for the purchase and installation of ground cover, shrubbery, plants, and trees as specified by the City of Franklin Building & Neighborhood Services Department	As determined by the Engineer		N/A	\$ 20,000.00	N/A	\$ 20,000.00	N/A	\$ 20,000.00	N/A	\$ 20,000.00
6	Allowance for improvements to and refurbishment of the remaining ABW Filter	As determined by the Engineer		N/A	\$ 20,000.00	N/A	\$ 20,000.00	N/A	\$ 20,000.00	N/A	\$ 20,000.00
7	Allowance for materials testing (See Section 01410)	As determined by the Engineer		N/A	\$ 500,000.00	N/A	\$ 500,000.00	N/A	\$ 500,000.00	N/A	\$ 500,000.00
8	Allowance for Middle Tennessee Electrical Membership Corporation (MTEMC) fees	As determined by the Engineer		N/A	\$ 150,000.00	N/A	\$ 150,000.00	N/A	\$ 150,000.00	N/A	\$ 150,000.00
TOTAL, PART 2 - ALLOWANCE ITEMS (Items 1 through 8)					\$ 1,020,000.00		\$ 1,020,000.00		\$ 1,020,000.00		\$ 1,020,000.00
PART 3 - BID SUMMARY											
TOTAL PART 1 - BASE BID (CALCULATED)					\$ 150,225,953.00		\$ 151,435,400.00		\$ 175,584,000.00		\$ 152,970,000.00
TOTAL PART 2 - ALLOWANCE ITEMS					\$ 1,020,000.00		\$ 1,020,000.00		\$ 1,020,000.00		\$ 1,020,000.00
TOTAL BID (CALCULATED IN THIS SPREADSHEET)					\$ 151,245,953.00		\$ 152,455,400.00		\$ 176,604,000.00		\$ 153,990,000.00
TOTAL PART 1 - BASE BID (ENTERED BY BIDDER ON BID FORM)					\$ 150,225,953.00		\$ 151,430,000.00		\$ 175,584,000.00		\$ 152,794,500.00
TOTAL PART 2 - ALLOWANCE ITEMS					\$ 1,020,000.00		\$ 1,020,000.00		\$ 1,020,000.00		\$ 1,020,000.00
TOTAL BID (ENTERED BY BIDDER ON BID FORM)					\$ 151,245,953.00		\$ 152,450,000.00		\$ 176,604,000.00		\$ 153,814,500.00

City of Franklin, Tennessee
Franklin WRF Modifications & Expansion Project
Bid Package Checklist

COLOR CODING LEGEND: **Bold blue text = Item of interest (not grounds for rejection of a bid)**
Bold red text = Grounds for rejection of a bid

		BIDDERS IN ALPHABETICAL ORDER					
Requirement		Specification Reference	Brasfield & Gorrie, LLC	Garney Companies, Inc.	Judy Construction Company and Smith Contractors, Inc., A Joint Venture		Kiewit Infrastructure South Co.
					Judy Construction Company	Smith Contractors, Inc.	
Bid Submitted Before 2:00 p.m. CT on 1/4/18? (Yes/No)		00020	Yes	Yes	Yes		Yes
Did Bidder attend October 24, 2017, Pre-Bid Conference? (Yes/No)		00100-11.1	Yes	Yes	Yes		Yes
Did Bidder attend October 24, 2017, Site Visit? (Yes/No)		00100-11.1	Yes	Yes	Yes		Yes
Did Bidder attend November 7, 2017, Site Visit? (Yes/No)		00100-11.1	Yes	Yes	Yes		Yes
Section 00100 - Instructions to Bidders							
Bidder's Tennessee Contractor License Information							
License Number(s) Listed on Envelope		00100-12.2	27321	00023798 / 275665	27654	27927	14411
Classification(s) Listed on Envelope		00100-12.2	BC-B; BC-C; MU-A; MU-B	BC-B,C; MU-A,B; CMC; HRA; HC - Unlimited	AGLM UNLIMITED; BC-B; HRA-A; HRA-C; MU-A; MU-B	AGLM UNLIMITED; BC-B; HC-3; HC-A; MU	AGLM UNLIMITED; BC; BC-30; CE; HC-A; HC-B; HRA-A; HRA-B; HRA-C; HRA-D; HRA-E; MU-A; MU-B; MU-C
Expiration Date Listed on Envelope		00100-12.2	5/31/2019	5/31/2018	9/30/2018	1/31/2019	5/31/2019
Is all information listed on envelope correct? (Compare to records on http://verify.tn.gov/) (Yes/No)			Yes	Yes	Yes	Yes	Yes
Subcontractors Listed on Bid Envelope							
Electrical Subcontractor							
Subcontractor's Name		00100-12.2	Service One, Inc.	Stansell Electric Co	Service One, Inc.		Stansell Electric Company Inc.
License Number Listed on Envelope		00100-12.2	00047138	3989	47138		0003989
Classification(s) Listed on Envelope		00100-12.2	CE; BC, CMC-B, J; Unlimited	AGLM-Unlimited; BC, CE, HRA-E1	CE; BC; CMC-V, J		CE; HRA-E-1; UNLIMITED
Expiration Date Listed on Envelope		00100-12.2	3/31/2018	4/30/2019	3/31/2018		4/30/2019
Is all information listed on envelope correct? (Compare to records on http://verify.tn.gov/) (Yes/No)			Yes	Yes	No; classification CMC-V should read CMC-B. Monetary limit was omitted but is Unlimited.		No; BC classification was omitted.

City of Franklin, Tennessee
Franklin WRF Modifications & Expansion Project
Bid Package Checklist

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		BIDDERS IN ALPHABETICAL ORDER				
Requirement	Specification Reference	Brasfield & Gorrie, LLC	Garney Companies, Inc.	Judy Construction Company and Smith Contractors, Inc., A Joint Venture		Kiewit Infrastructure South Co.
				Judy Construction Company	Smith Contractors, Inc.	
Plumbing Subcontractor						
Subcontractor's Name	00100-12.2	SM Lawrence	SM Lawrence	S.M. Lawrence		S.M. Lawrence
License Number Listed on Envelope	00100-12.2	13804	13804	13804		0013804
Classification(s) Listed on Envelope	00100-12.2	AGLM Unlimited; BC; CE; CMC; HRA; MU; S-Medical Gas	BC; CE; CMC; HRA; MU; S-Medical Gas; AGLM Unlimited	BC; CE; CMC; HRA; MU; S-MEDICAL GAS; UNLIMITED		AGLM UNLIMITED; BC; CE; CMC; HRA; MU; S-MEDICAL GAS
Expiration Date Listed on Envelope	00100-12.2	2/28/2018	2/28/2018	2/28/2018		2/28/2018
Is all information listed on envelope correct? (Compare to records on http://verify.tn.gov/) (Yes/No)		Yes	Yes	Yes		Yes
HVAC Subcontractor						
Subcontractor's Name	00100-12.2	SM Lawrence	SM Lawrence	S.M. Lawrence		S.M. Lawrence
License Number Listed on Envelope	00100-12.2	See Above	See Above	See Above		See Above
Classification(s) Listed on Envelope	00100-12.2	See Above	See Above	See Above		See Above
Expiration Date Listed on Envelope	00100-12.2	See Above	See Above	See Above		See Above
Is all information listed on envelope correct? (Compare to records on http://verify.tn.gov/) (Yes/No)		See Above	See Above	See Above		See Above
Process Control System Supplier						
Subcontractor's Name	00100-12.2	Lord & Company, Inc.	Lord & Company, Inc.	Lord & Company		Lord & Company, Inc.
License Number Listed on Envelope	00100-12.2	057774	057774	None entered		057774
Classification(s) Listed on Envelope	00100-12.2	04	None entered	None entered		04
Expiration Date Listed on Envelope	00100-12.2	5/15/2018	5/15/2018	None entered		5/15/2018
Is all information listed on envelope correct? (Compare to records on http://verify.tn.gov/) (Yes/No)		No	No	No		No

City of Franklin, Tennessee
Franklin WRF Modifications & Expansion Project
Bid Package Checklist

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		BIDDERS IN ALPHABETICAL ORDER				
Requirement	Specification Reference	Brasfield & Gorrie, LLC	Garney Companies, Inc.	Judy Construction Company and Smith Contractors, Inc., A Joint Venture		Kiewit Infrastructure South Co.
				Judy Construction Company	Smith Contractors, Inc.	
Masonry Subcontractor						
Subcontractor's Name	00100-12.2	Masonry Specialty Contractors, Inc.	None entered	Masiongale Masonry		R.G. Masonry Inc.
License Number Listed on Envelope	00100-12.2	60958	None entered	64309		0064287
Classification(s) Listed on Envelope	00100-12.2	AGLM Unlimited LMC	None entered	LMC		LMC
Expiration Date Listed on Envelope	00100-12.2	6/30/2018	None entered	3/31/2019		1/31/2019
Is all information listed on envelope correct? (Compare to records on http://verify.tn.gov/) (Yes/No)		Yes	None entered	Yes		Yes
Roofing Subcontractor						
Subcontractor's Name	00100-12.2	None entered	None entered	None entered		Abingdon Roofing
License Number Listed on Envelope	00100-12.2	None entered	None entered	None entered		0021306
Classification(s) Listed on Envelope	00100-12.2	None entered	None entered	None entered		BC20; BC21; \$2 million limit
Expiration Date Listed on Envelope	00100-12.2	None entered	None entered	None entered		9/30/2019
Is all information listed on envelope correct? (Compare to records on http://verify.tn.gov/) (Yes/No)		n/a	n/a	n/a		Yes
Section 00300 - Bid Form						
Is it the version from Addendum No. 12? (Yes/No)	Addendum 12	Yes	Yes	Yes		Yes
Are all 12 Addenda acknowledged on Page 00300-2?	00300-2	Yes	Yes	Yes		Yes
Is it completely executed, with corporate seal affixed?	00300-20 to -22	Yes	Yes	Yes	Yes	Yes

City of Franklin, Tennessee
Franklin WRF Modifications & Expansion Project
Bid Package Checklist

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		BIDDERS IN ALPHABETICAL ORDER				
Requirement	Specification Reference	Brasfield & Gorrie, LLC	Garney Companies, Inc.	Judy Construction Company and Smith Contractors, Inc., A Joint Venture		Kiewit Infrastructure South Co.
				Judy Construction Company	Smith Contractors, Inc.	
Section 00410 - Bid Bond Form						
Is it the version from Addendum No. 1? (Yes/No)	Addendum 1	Yes	Yes	Yes		No - it is the Issued for Bid version
Amount of Bid Bond (Bid Security)		Five Percent (5%) of Total Amount Bid	FIVE (5%) PERCENT OF TOTAL AMOUNT BID	Five Percent of Total Amount Bid		Five Percent of Bid
Correct Amount? (Yes/No) (= 5% of Bid Proposal)	00100-5.2	Yes	Yes	Yes		Yes
Is it completely executed? (Yes/No)		Yes	Yes	Yes		Yes
Is a certified, original, dated copy of Power of Attorney included, and is the date the same as the date on the Bid Bond Form? (Yes/No)	00100-7.1	Power of Attorney form includes embossed corporate seal. Includes combination of original and electronic signatures. Bid Bond and Power of Attorney both dated 1/4/18.	Power of Attorney form includes embossed corporate seal. Includes combination of original and electronic signatures. Bid Bond and Power of Attorney forms are all dated 12/5/17 (check with City to see if this date should be 1/4/18)	Power of Attorney Appointing Individual Attorney-In-Fact has embossed corporate seal. Power of Attorney form is original on red background. All documents dated 1/4/18.		Yes - Power of Attorney is original with red border. Bid Bond and Power of Attorney are both dated 12/1/17 (check with City to see if this date should be 1/4/18)
Is the Bid Security sealed in a separate envelope from the Bid and attached to the envelope containing the Bid?	00100-5.1	Yes	Yes	Yes		Yes
Section 00440 - Affidavit of Drug-Free Workplace						
Is it the version from Addendum No. 1? (Yes/No)	Addendum 1	Yes	Yes	Yes	Yes	Yes
Is it completely filled out, signed <u>and</u> notarized by a currently registered Notary Public? (Yes/No)		Yes	Yes	Yes	Yes	Yes
Section 00450 - Affidavit of Title VI Compliance						
Is it the version from Addendum No. 1? (Yes/No)	Addendum 1	Yes	Yes	Yes	Yes	Yes
Is it completely filled out, signed <u>and</u> notarized by a currently registered Notary Public? (Yes/No)		Yes	Yes	Yes	Yes	Yes
Section 00480 - Affidavit of Non-Collusion						
Is it the version from Addendum No. 1? (Yes/No)	Addendum 1	Yes	Yes	Yes	Yes	Yes
Is it completely filled out, signed <u>and</u> notarized by a currently registered Notary Public? (Yes/No)		Yes	Yes	Yes	Yes	Yes

City of Franklin, Tennessee
Franklin WRF Modifications & Expansion Project
Bid Package Checklist

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		BIDDERS IN ALPHABETICAL ORDER				
Requirement	Specification Reference	Brasfield & Gorrie, LLC	Garney Companies, Inc.	Judy Construction Company and Smith Contractors, Inc., A Joint Venture		Kiewit Infrastructure South Co.
				Judy Construction Company	Smith Contractors, Inc.	
Section 00710 - Indemnification Agreement						
Is it the version from Addendum No. 1? (Yes/No)	Addendum 1	Yes	Not found	Yes		Not found
Is it completely filled out? (Yes/No)		Yes	Not found	Yes		Not found
Is the bidder a Joint Venture? (Yes/No)	00100-2.7	No	No	Yes		No
Executed Joint Venture Agreement Included? (Yes/No)	00100-2.7	n/a	n/a	Yes		n/a
Contains Name of Joint Venture? (Yes/No)	00100-2.7	n/a	n/a	Yes		n/a
Contains Name and Address of Managing Partner? (Yes/No)	00100-2.7	n/a	n/a	Yes		n/a
Contains Breakdown of Shares of Each Participant in Joint Venture? (Yes/No)	00100-2.7	n/a	n/a	Yes		n/a
Includes the clause: “Notwithstanding any agreements between the joint venturers, each party of the joint venture shall be jointly and severally responsible to the Owner for all contractual undertakings of the joint venture.”? (Yes/No)	00100-2.7	n/a	n/a	Yes		n/a
Bonding Letter from Surety Company Provided? (Yes/No)	00100-2.7	n/a	n/a	Yes - letter for JV plus individual letters for each partner		n/a
Is surety company licensed to do business in Tennessee? (Yes/No)	00100-2.7	n/a	n/a	Yes (Continental Casualty Co. and Liberty Mutual Insurance Co.)		n/a
Does letter indicate that the JV is bondable for a single limit in at least the amount of the estimated construction cost? (Yes/No)	00100-2.7	n/a	n/a	Yes		n/a
Each Partner's License Number on Bid Envelope? (Yes/No)	00100-2.7	n/a	n/a	Yes		n/a

City of Franklin, Tennessee
Franklin WRF Modifications & Expansion Project
Bid Package Checklist

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		BIDDERS IN ALPHABETICAL ORDER				
Requirement	Specification Reference	Brasfield & Gorrie, LLC	Garney Companies, Inc.	Judy Construction Company and Smith Contractors, Inc., A Joint Venture		Kiewit Infrastructure South Co.
				Judy Construction Company	Smith Contractors, Inc.	
SRF Contract Requirements Forms						
Certification Regarding Debarment, Suspension and Other Responsibility Matters - Completed and Signed? (Yes/No)	00801	Yes	Yes	Yes	Yes (see below)	Yes
Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity - Completed and Signed? (Yes/No)	00801	Yes	Yes	Yes	Yes (see below)	Yes
Evidence of DBE solicitations provided?	00801	No	No	No		Yes
All signatures on all documents original? (Yes/No)		No - Signatures on Power of Attorney are a combination of original and electronic.	No - Signatures on Power of Attorney are a combination of original and electronic.	Yes (for all documents executed by Judy Construction Co.)	No - Smith Construction's Certification Regarding Debarment and Certification by Proposed Prime or Subcontractor are copies. Letter from Liberty Mutual Surety is a copy.	Yes
Summary of Irregularities		1. No roofing subcontractor entered on bid envelope.	1. No classifications listed for PCSS sub on the envelope.	1. Inaccuracies in reporting electrical subcontractor classifications.	1. Inaccuracy in reporting electrical subcontractor's classifications (one class omitted).	
			2. Bid Form lists an incorrect date for Addendum 11 in the acknowledgement section.	2. No license information included on bid envelope for PCSS sub.	2. Bid Bond Form is not the version issued in Addendum 1.	
			3. Bid Bond form and associated Power of Attorney forms were dated December 5, 2017. (Discuss with City)	3. No roofing subcontractor entered on bid envelope.	3. Date of Power of Attorney and Bid Bond Form is 12/1/17. (Discuss with City)	
			4. Indemnification Agreement is missing.	4. SRF certifications by Smith Contractors are copies, not originals.	4. Indemnification Agreement was not found.	
			5. No masonry subcontractor entered on bid envelope.	5. Letter from Liberty Mutual Insurance Company is a copy, not an original.		
			6. No roofing subcontractor entered on bid envelope.			

January 15, 2018

{Contractor A}
{Street Address}
{City, State, Zip Code}

Subject: Franklin WRF Modifications & Expansion Project
COF Contract No. 2017-0264 Bids

Dear _____:

Bids for the above referenced project were received on January 4, 2018, at 2:00 p.m. Central Time and subsequently publicly opened. The four bids are listed below in numerical order, with the low bidder listed first. The Total Bids shown for Garney Companies, Inc., and Kiewit Infrastructure South Co. have been corrected to resolve conflicts between the written (indicated) sum of the Base Bid prices and the calculated (correct) sum of the prices.

Bidder		Total Bid
1	Brasfield and Gorrie, LLC	\$151,245,953
2	Garney Companies, Inc.	\$152,455,400 ¹
3	Kiewit Infrastructure South Co.	\$153,990,000 ¹
4	Judy Construction Company and Smith Contractors, Inc., A Joint Venture	\$176,604,000

¹ Corrected value of the Total Bid.

All four bids significantly exceeded the Engineer's Opinion of Probable Construction Cost (OPCC) and the available budget; therefore, all four bids are being rejected.

The City plans on performing a redesign of the design package and re-advertising the project for bid as soon as possible. Your participation in the rebid would be welcomed. If you have any questions or comments, or if you require any additional information, please do not hesitate to contact this office.

Sincerely,

{Sender's Name}
{Sender's Title}

{Contractor Name}
January 15, 2018
Page 2

cc: Michelle Hatcher, City of Franklin
Brian Goodwin, City of Franklin
Mark Hilty, City of Franklin
Bob Huguenard, CDM Smith
Zack Daniel, CDM Smith

DRAFT

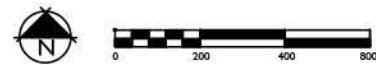
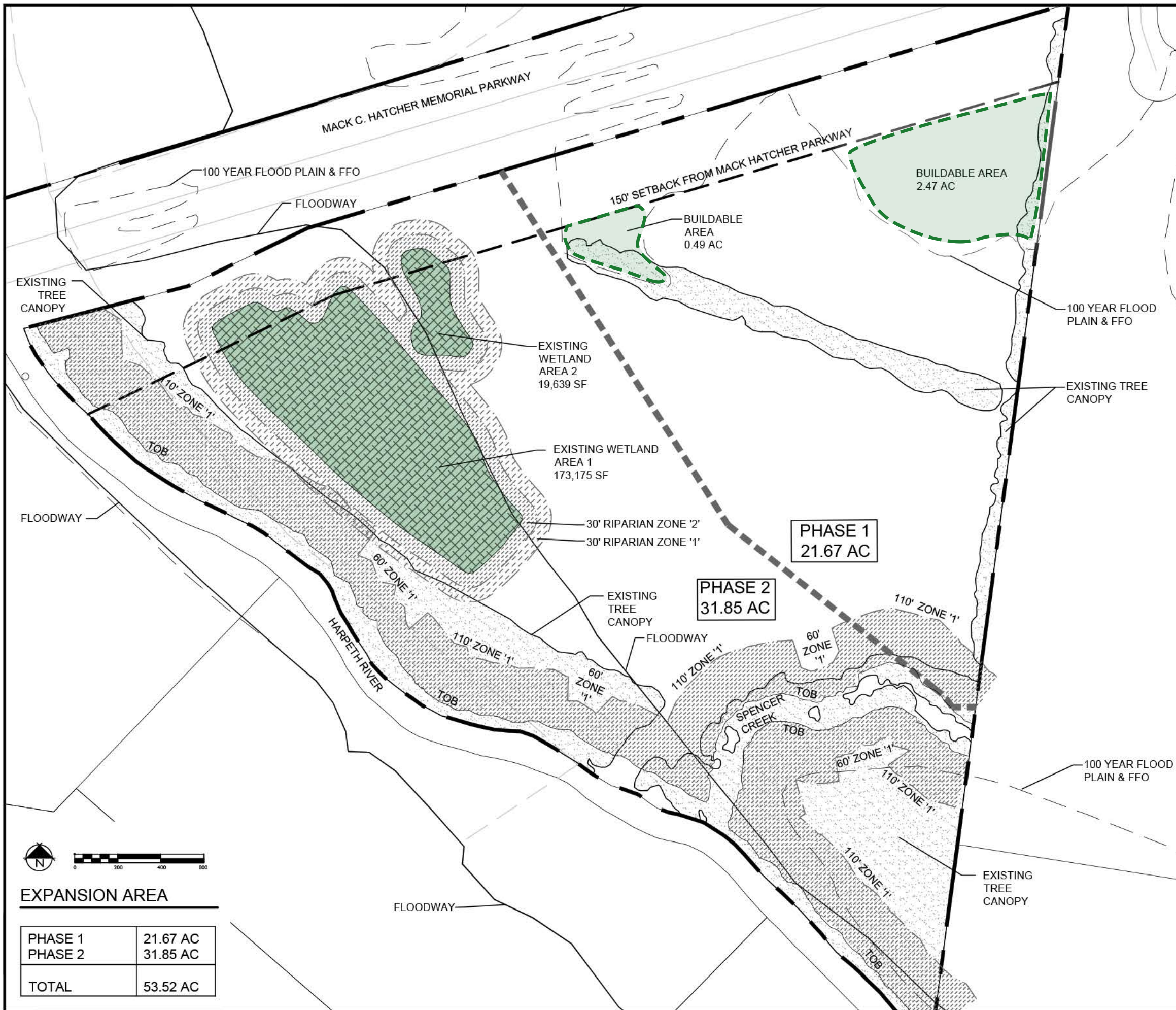


CHEEKWOOD GOLF CLUB EXPANSION
 PHASING PLAN
 Franklin, Williamson County, Tennessee

Revision	Date
△	
△	
△	
△	

PHASING PLAN

L0.0



EXPANSION AREA

PHASE 1	21.67 AC
PHASE 2	31.85 AC
TOTAL	53.52 AC

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2017-0256**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and Renaissance Group hereinafter referenced as Consultant, who mutually agrees as follows:

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

Fire Station 7

1. **SCOPE OF SERVICES.** Consultant shall provide architectural and related technical services for the Project in accordance with the SCOPE OF SERVICES. The SCOPE OF SERVICES, as found in Exhibit A, shall be considered as an integral part hereof.
2. Consultant shall be paid for the work as described in Exhibit A and as found in Exhibit B, A/E Services Fee Schedule. The total approved Fee shall be an amount not to exceed Two Hundred Forty-Four Thousand and No/100 Dollars (\$244,000.00). The work shall be completed as per the Schedule of Services as found in Exhibit C. Exhibits B, and C shall be considered as an integral parts hereof.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2018.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry.
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

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

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

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article shall prevent Consultant from engaging

- independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this paragraph.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, **SCOPE OF SERVICES**; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, **SCOPE OF SERVICES**.

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

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

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

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

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

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

performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 7.1.1 USE OF DATA SYSTEMS: Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
- 7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives

any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

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

the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's Consultants.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

- 10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole

use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.
- 10.5 **DRUG-FREE WORKPLACE.** The Consultant, by execution of this Agreement, binds itself to maintain a drug-free workplace program that complies with T.C.A. §50-9-101 through §50-9-113 during the life of this Agreement or project.

ARTICLE 11. EXTENT OF AGREEMENT.

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

BY: 
Consultant's Signature
TITLE: SENIOR VP / PARTNER
Date: 01/09/2018

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney

EXHIBIT "A"

PROJECT SCOPE OF SERVICES

I. GENERAL - FIRE STATION AND EMS

- A. Meet all current ADA requirements and current local accessibility codes.
- B. Meet all local building code requirements.
- C. Design new Fire Station Prototype Facility with a non-prototypical Emergency Medical Services (EMS) department of approximately 17,000 square feet including 4 apparatus bays, 9 to 12 Fire and EMS personnel and the following functional spaces for each of the Fire Station and EMS areas:
 - 1. Kitchen, dining, day room, dorm rooms, toilets and showers, and appropriate mechanical, electrical and storage areas.

II. GENERAL – CIVIL AND PUBLIC ROAD IMPROVEMENTS

- A. Project Kickoff Meeting
 - 1. Participate in kickoff meeting with Client and internal agencies to determine site requirements, verify project objectives, determine project roles and points of contact, and preferred method and timing of communications.
- B. City of Franklin Planning Commission
 - 1. Civil Engineer will prepare a pre-application package per the City of Franklin Pre-application Checklist.
 - 2. Submit pre-application drawings and attend pre-application meeting with City of Franklin staff.
 - 3. Prepare site layout, grading, utility, and details, herein referred to as PC Plans. Utility plan to include service lines from the existing utilities adjacent to the property. The PC Plans will be developed in accordance with the requirements specified in the City of Franklin's Site Plan Submittal Checklist.
 - 4. Provide civil engineering design plans of the interim road to service the fire station and provide secondary access into the Williamson County Agriculture Center property. Construction drawings to include a two-lane access drive to the planned fire station. The remainder of the planned roadway is to be stabilized and graded for the anticipated future buildout as illustrated in the conceptual plans. No formal landscaping of the interim drive is anticipated or included in this scope.
 - 5. Prepare landscape plans for the fire station. Plans to be per City of Franklin Landscape Checklist.
 - 6. Proposed gas, electric, and communications are assumed to be designed and coordinated by other consultants included in this agreement. They will be shown on the plans for reference.

7. Submit PC Plans to City of Franklin Planning Department. Plans to include the fire station and interim road as a single submittal package.
8. Address minor staff comments. One round of comments is anticipated and included.
9. Resubmit PC Plans to City of Franklin Planning Commission.
10. Attend Planning Commission meeting. Scope assumes one submittal and attendance to Planning Commission.

C. LEED Assistance

1. Respond to requests from LEED coordinator to assist with the civil-related credits that may be obtained. Assist with documentation for LEED credits related to the civil work. If requested, we will evaluate credits for the following civil-related items.
 - a. Bicycle facilities
 - b. Construction activities pollution prevention
 - c. Site assessment
 - d. Open space
 - e. Rainwater management

D. Construction Documents

1. Construction documents for the fire station and interim road are to be combined in a single construction package and will include the following:
 - a. Cover sheet
 - b. Site demolition plan
 - c. Site layout plan
 - d. Grading and drainage plan
 - e. Site utility plan
 - f. Roadway plan/profiles
 - g. Civil details
 - h. Landscape plan planting design for fire station: Landscape Architect will provide professional landscape architectural design services illustrating the proposed planting design for the perimeter foundation of building, parking lot trees, and parking lot bioretention area(s). A site landscape plan will be developed. Landscape Architect will provide appropriate specifications to perform the construction work. Plans will illustrate the following items and will be drawn to a known scale.
 - (1) Plant location
 - (2) Plant type
 - (3) Plant name (scientific and common)
 - (4) Plant size
 - (5) Notes
 - (6) Landscape planting details
 - (7) Schedules listing quantity and species
 - i. Irrigation plan
 - (8) Irrigation design will be provided in the form of a performance

specification, along with an overall schematic irrigation plan indicating area to be irrigated and type of irrigation; i.e., sprays, rotors, drip irrigation.

- (9) BWSC will identify an irrigation plan point of connection, meter, and backflow preventer location. Controller, water management accessories mainline(s), service line(s), irrigation zones, and irrigation details are assumed to be per performance specification.
 2. Prepare storm water calculations.
 - a. Storm drainage calculations
 - b. Water quantity and quality calculations
 3. Prepare a storm water dedication easement with a long-term maintenance plan.
 4. Prepare written technical specifications for civil and landscape design.
 5. Attend weekly conference calls (assumes 6 weeks).
- E. Permitting
1. Submit construction plans and engineering storm water calculations to the City of Franklin's Engineering Department for Storm Water Management and Grading Permit (SWG).
 2. Address minor agency comments. One round of comments is anticipated and included.
 3. Attend City-required storm water preconstruction meeting.
 4. Prepare and submit a Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) to Tennessee Department of Environment and Conservation for State General Notice of Construction Permit.
- F. Assist Client in civil-related building permit sign-offs for agencies. Assumes one permit sign-off and that all building permit numbers are provided by others.
- G. Submit civil information to Middle Tennessee Electric for its use in designing the relocation of existing overhead lines.
- H. Bidding and Construction Administration
- Fire Station
1. Review civil-related submittals.
 2. Address contractor RFIs.
 3. Attend a pre-construction meeting.
 4. Two (2) additional site visits or project progress calls at request of architect.
 5. Attend a post-construction meeting and provide punchlist documenting observed deficiencies to architect. One punchlist is included in scope. Assumes site is deemed substantially complete prior to site visit. Additional request for follow-up punchlist(s) will be considered additional services.
 6. Prepare as-built for storm water management one time. Assumes accurate, detailed information provided by contractor. If surveying is needed to prepare as-built required for agency approval, there will be an additional fee.
- Interim Road
1. Review civil-related submittals.
 2. Address contractor RFIs.

3. Attend a post-construction meeting and provide punchlist documenting observed deficiencies to architect. One punchlist is included in scope. Assumes site is deemed substantially complete prior to site visit. Additional request for follow-up punch list(s) will be considered additional services.

I. Assumptions

1. Project limits to include the fire station and an interim access drive. Final Peytonsville and future intersection improvements are not included in this scope of work. The interim drive and fire station finish floor elevation (FFE) will assume future improvements. It is assumed the interim drive is to be designed and graded based on City of Franklin planned intersection improvement. Drawings will be incorporated with the fire station site plan drawings. Separate roadway drawings are not included in this scope of work.
2. Submittal fees and printing requested by Client or architect are not included in the price that follows. Printing for the internal preparation of plans and standard sets for permitting are included.
3. No major relocations or design of offsite main utilities will be required for the fire station. It is assumed the design will include utility services to within five (5) feet of
4. the proposed fire station. We do not anticipate design of public utility extensions. Utility main extensions or relocations for the interim road are not included in this scope of work.
5. Relocation of Middle TN Electric overhead lines are not included in this scope. Final line location is to be shown on plan if provided in timely manner.
6. Formal landscape plans for the interim road are not included in this scope.
7. Significant site plan changes to layout depicted on Exhibit B will be at an additional fee.
8. Geotechnical and structural will be by others (including site retaining walls, if required).
9. Fee does not include time or expenses for overnight travel unless specified in the scope of services.
10. City of Franklin Standard Details will be utilized where applicable in the design.
11. Assumes gas, electric, electrical or other underground vaults, grease traps, and communication service to be designed and coordinated by others. BWSC plans to depict locations if provided by others in a timely manner.
12. Analysis, determination of need, or design of pump stations, foundation drains, or other groundwater design elements are not included in this fee.
13. Assumes timely receipt of critical project information from the City of Franklin, TN, other designers, and Client.
14. Client to provide the following City of Franklin Planning Commission required items:
 - a. Site photometric plan
 - b. Building elevations and material board
15. Project construction administration not specified in scope is not included.
16. Fee does not include any work not specified the in above scope of services. Additional services may be added to the scope based on mutual agreement and

equitable adjustment in fee.

J. Additional Services

Examples of additional services include:

1. Structural design
2. Traffic impact statements or studies
3. Environmental services, such as Phase 1 ESA
4. Right-of-way encroachments or easement abandonments
5. Opinion of Probable Construction Cost (OPCC)
6. Boundary surveying, topographic surveys, legal descriptions, construction plats, and construction staking surveys unless noted herein
7. Development of perspective and/or presentation drawings
8. Project presentation/representation services, including compilation of graphics and presentation to outside groups other than Client
9. Entitlement assistance (zoning, overlay districts, variance/setback requests, rezoning, etc., or coordination of such work), property acquisition, or zoning changes, unless specified in scope of services
10. Marketing services (web art, color plans, 3D model construction, still photography)

K. Deliverables

The following is a list of probable deliverables that will be produced as part of this effort.

1. PDFs of PC submittal plans
2. PDFs of construction documents
3. PDFs of approved permit plans
4. PDFs of TDEC NOI and SWPPP

III. GENERAL

- A. Present an optional fee structure for designing and implementing LEED requirements to achieve a LEED Certified facility.
- B. Services to include complete architectural, civil engineering, structural engineering, mechanical engineering, plumbing engineering, fire protection engineering, electrical engineering, LEED Administration and LEED Fundamental Commissioning.
- C. All reimbursable expenses shall be "pass through" expenses and no additional markup will be added.
- D. In addition to typical programming and planning meetings, this proposal includes attendance at one Planning Commission Meeting and one Mayor Board of Alderman Meeting.

IV. SCOPE OF ARCHITECTURAL AND ENGINEERING SERVICES BY PHASE

A. Design Development Phase. Upon receipt of Owner's written authorization to implement the documents presented in the Schematic Design Phase and to proceed with the Design Development Phase, the Consultant shall:

1. Prepare from the approved Schematic Design Drawings, the Design Development Documents consisting of design criteria, drawings, outline specifications and other documents to establish and describe the general size and character of the Project, the structural, mechanical and electrical systems, materials, landscaping, signage, graphics and any other items as may be appropriate and submit those documents for approval by Owner. The Design Development Documents shall be prepared for consultation with the Owner, Owner's Representative, and such consultants retained by Owner for the project.
2. Present for Owner's approval, a plot plan, floor plan and drawings depicting the exterior for the Project.
3. Bring to the attention of the Owner any disparity between the project scope and the established budget.
4. Cooperate with the Owner to make sure the design complies with the established budget. To the extent the projected construction cost exceeds the established budget after the completion of the Design Development Documents; the Consultant shall suggest deductive alternatives to reduce the construction costs, which if accepted by the Owner, will be incorporated in the Construction Documents.
5. Make modifications to the Design Development submittal as may be necessary to bring the estimated total construction cost within the established budget.
6. Meet with the local Code Enforcement and Fire Marshal for review, and document the results of the code review meeting and submit to the Owner.
7. Prepare and submit a Design Development submittal and associated cost estimate incorporating the Owner's Schematic Design review comments.
8. Furnish the Owner with three (3) copies of the Design Development Drawings.

B. Construction Documents Phase. Upon receipt of Owner's written authorization to implement the documents presented in the Design Development Phase and to proceed with the Construction Documents Phase, the Consultant shall:

1. Prepare, from the approved Design Development Documents, drawings and specifications setting forth in detail, the requirements for the construction of the entire Project including drawings, technical specifications and necessary bidding information and submit those documents for approval by Owner.
2. Prepare and submit a Construction Documents submittal and associated cost estimate incorporating the Owner's Design Development review comments. Final drawings and specifications shall be sealed by the Consultant or sub-consultant, as required.

3. Bring to the Owner's attention, as early as possible, any disparity between the project scope and the established budget, with recommended revisions or bid alternates to correct the disparity.
 4. Prepare and file the required documents for approval of governmental authorities having jurisdiction over the Project, including application for local Code Enforcement building plans review. All deficiencies noted in code review comments and comments from other involved governmental authorities shall be addressed by the Consultant, revising the documents at no cost to the Owner. The Consultant shall submit the plans review document to the Owner for review and signing.
 5. Furnish Owner fifteen (15) copies of the Construction Documents, Drawings and Specifications, for bidding purposes.
 6. Consultant shall, as a part of Basic Services, incorporate the interior design of the Project on the Construction Documents prepared by Consultant.
 7. Assist the City in preparing a Legal Notice for Bid for advertising for competitive bids.
- C. Bidding Phase. Upon receipt of Owner's written authorization to implement the documents presented in the Construction Document Phase and to proceed with the Bidding Phase, the Consultant shall:
1. Contact experienced reputable contractors (at least 5) to encourage their submittal of a bid. Submit the list of contacted contractors to the City's Project Manager, for review.
 2. City will conduct Pre-Bid Conference, however, the A/E team will be present to answer any questions.
 3. City will issue addenda after preparation by the A/E Team. No addenda shall be issued inside of seven (7) calendar days of the posted bid date.
 4. Assist in the evaluation of bids, including any pre-award meeting that may be required.
 5. Review the list of proposed subcontractors submitted by the apparent low compliant bidder and recommend disapproval, in writing, of any with whom the Consultant has had unsatisfactory experience. Such recommendations must be accompanied by adequate justification.
 6. City will prepare and submit construction contract to the successful bidder and obtain all bonds and insurance requirements.
- D. Construction Administration Phase.
1. The City shall conduct a pre-construction conference, with assistance from the Consultant.

2. The Consultant shall advise and consult with the Owner and Contractor to the extent necessary to fully protect the interests of the Owner.
3. The Consultant shall make periodic visits to the site, of at **least once a month** to familiarize himself with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Construction Documents. On the basis of his on-site observations, the Consultant shall guard the Owner against defects and deficiencies in the Work and shall notify Owner and Contractor in writing if any portion of Work is not in conformity with the requirements of the Construction Documents. Consultant and its sub-consultants shall be available to consult with Owner and Contractor at any time during the course of the construction, when such consultation is in the best interest of the Owner.
4. The Consultant shall issue to Owner a Certificate for Payment each month. The approval of a Certificate for Payment shall constitute a representation by the Consultant to the Owner, based on the information submitted by the Contractor, in the Consultant's best professional judgment, that the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Construction Documents, and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Consultant has made any examination to ascertain how and for what purpose the Contractor has used or will use the monies paid by the Owner.
5. The Consultant shall advise Owner in writing to reject Work, which does not conform to the Construction Documents. Consultant shall advise Owner to require special inspection or testing of any work whenever proper professional judgment would indicate a probability of a non-conforming work or adverse circumstances.
6. The Consultant shall review and approve in a timely manner all shop drawings, samples and submissions of the Contractor for conformance with the design concept of the Project, for compliance with the information given in the Construction Documents, for compatibility with adjacent and contiguous work, systems and services and with limitations of space, weight and services. Submissions that are not approved by the Consultant are to be brought to the attention of the Owner concurrently with notification to the Contractor. An endorsement stamp shall be placed on all shop drawings and submittals by the Consultant. The Consultant shall furnish a copy of all approved submittals to Owner's Property Maintenance Departments.
7. The Consultant shall prepare change orders and/or construction changes for Owner's approval, if required by the Owner.
8. Consultant shall assist Owner, as requested, in selection of finish materials.
9. Consultant will give full and prompt attention to any claims or controversies, which arise during the course of construction of the Project. In the event of any proceeding to resolve any claim, the Consultant shall be present and shall participate in such proceedings at no cost to Owner.

10. Consultant will give timely notice to Owner for any meetings Consultant feels necessary in connection with this Project with utility companies or city, state or other regulatory agencies. Scheduling of such meetings is to be done by the Consultant.
11. The Consultant shall cooperate with any consultant employed by Owner in connection with the Project.
12. Consultant shall assist Owner in any negotiations with governing authorities necessary to obtain temporary and permanent Certificates of Occupancy.
13. Consultant will, as provided by the Construction Documents, furnish any necessary assistance in the utilization of any equipment of system.
14. Consultant shall keep accurate written records of its observations of the progress of the Project, copies of which shall be furnished to the Owner on a monthly basis. Report shall include a minimum of 10 digital construction photographs.
15. The Consultant shall attend meeting that are held at the request of the Owner and visit the site of the work at any reasonable time when requested to do so by the Owner.
16. The Consultant shall obtain and submit with the Contractor's final Certificate and Application for Payment, Consent of Surety, final invoices and warranties as required by the Construction Documents.
17. The Consultant shall not be responsible for any construction means, methods, sequences or procedures or for performing any construction activities.
18. The Consultant will cooperate with the Contractor in resolving questions and problems that may occur during construction.
19. The Consultant will record minutes of every meeting and forward to all attendees.
20. The Consultant shall conduct an eleven (11) month walk-through of facility with the Contractor, a representative of the Owner, and a representative of the Operating Division for the purpose of identifying those items that qualify for replacement and/or repair under the terms of the contract warranty. Said walk-through shall be conducted approximately eleven (11) months after date of substantial completion.

E. Project Closeout.

1. The Consultant shall, in conjunction with the Contractor, schedule an inspection to determine substantial completion of the Project.
2. The Consultant shall develop punch lists and provide copies to Contractor and Owner.
3. The Consultant shall monitor the Contractor's progress in completing punch list items and advise the Owner on the progress being made to complete the punch list. The

Consultant shall schedule a final inspection with the Contractor and Owner to verify completion of the punch list.

4. The Consultant shall coordinate any training or start-up assistance to be provided by the Contractor.
5. The Consultant shall receive and review written guarantees, manufacturer's manuals, parts lists and all documents assembled by the Contractor for the Project. Upon approval of Owner, Consultant shall issue a Certificate of Substantial Completion.
6. Consultant and its sub-consultants shall develop punch lists and participate with Owner in substantial completion and final acceptance procedures, which include the monitoring of the Contractor's progress in completing the punch list. The Consultant shall schedule a final inspection with the Contractor and the Owner to verify completion of punch list items.
7. At the completion of the Project, the Consultant shall, based upon information furnished by the Contractor, provide Construction Documents, including specifications, on a computer diskette in a Windows based format compatible with AUTOCAD, RELEASE 14 software or the latest such software then available. Said documents shall reflect as-built conditions.

F. LEED Consultant Services

1. Assist the Prime Design Professional with determining the project's eligibility for LEED Certification.
2. Assist the Owner with registration with USGBC.
3. Provide assistance to the Prime Design Professional, the Owner, engineers, and the sub-contractors steering their design and construction towards achieving a maximum practical number of LEED credits.
4. Assist the Prime Design Professional with the submittal process to USGBC.
5. Assist the Owner with an appeal, if necessary, if LEED Certification is not achieved on the first submittal.
6. One training session with the Prime Design Professional, and the design team to introduce the LEED Credit requirements to all.
7. Attendance at the pre-bid meeting to present a summary of the LEED record keeping process to the bidders.
8. One training session with the General Contractor, and the subcontractors to introduce the LEED Credit construction-phase record keeping requirements and other requirements to all. It is anticipated that this would occur as a part of the pre-construction meeting.

G. Fundamental Commissioning Services

1. Assist with Preparation and make final Review of "Owner's Project Requirements" document and the A/E team's "Basic of Design" document.
2. Provide a commissioning requirements section to be inserted into the project's specifications.
3. Develop and implement a commissioning plan.
4. Review MPE equipment submittals and control drawings for compliance with OPR and BOD.
5. Review T & B Reports and Contractor/Vendor start-up reports.
6. Verify the installation and performance of the systems to be commissioned. The Prime Design Professional shall provide the LEED Consultant with a full set of construction documents, a copy of submittals for the commissioned equipment, copies of start-up reports for commissioned equipment, and a copy of the final test and balance report. The LEED Consultant will make periodic site visits for the purpose of verifying installation of commissioned systems. Site visits will be rare during the early construction phases, but will increase in frequency as the commissioned systems are installed and nearing completion.
7. Complete a summary commissioning report.
8. Systems to be commissioned are:
 - a. HVAC systems and controls.
 - b. Lighting controls systems.
 - c. Domestic hot water systems.
 - d. Renewable energy systems, if applicable.

H. Enhanced Commissioning Services

1. Verify training of Owner's personnel.
2. Prepare Systems Manual.
3. Design Review.
4. Submittal Review.
5. Review building operations, 10 months post-occupancy.

- I. Printing and Application Fee Expenses. Printing fees shall include document printing for Phase reviews by Owner, City Boards and Committees submissions, code reviews and project record documents. Application fees include fees paid for LEED registration and accreditation. Application fees will not be required for code review and/or submissions to City Boards and Committees.
- J. Additional Services. Additional services to be performed by the Consultant are on an hourly basis and shall only be provided when authorized as additional services by Owner in advance and in writing. Said additional services shall be paid for by the Owner as hereinabove provided.

**FIRE STATION NO. 7 - FRANKLIN, TN
A/E SERVICES FEE ANALYSIS
EXHIBIT B**

SERVICES FOR PROTOTYPE FIRE STATION FACILITY

ARCHITECTURAL	57,550.00
ENGINEERING	30,750.00
LEED ADMINISTRATION	12,000.00
CIVIL SITE	35,700.00
CIVIL ROAD	17,900.00
LANDSCAPING	6,200.00
LEED FUNDAMENTAL COMMISSIONING	14,000.00
REIMBURSABLES	7,000.00
SUBTOTAL FIRE STATION	181,100.00

SERVICES FOR EMS FACILITY

ARCHITECTURAL	28,500.00
ENGINEERING	14,200.00
LEED ADMINISTRATION	3,000.00
CIVIL SITE	7,600.00
CIVIL ROAD	3,800.00
LANDSCAPING	1,300.00
LEED FUNDAMENTAL COMMISSIONING	3,000.00
REIMBURSABLES	1,500.00
SUBTOTAL EMS	62,900.00

TOTAL	244,000.00
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EXHIBIT "C"
SCHEDULE OF SERVICES

<u>EVENT</u>	<u>DURATION</u>
Programming and Schematic Phase	45 days
Programming and SD Phase Review and Approval by Owner	7 days
Design Development Phase	30 days
DD Phase Review and Approval by Owner	7 days
Construction Document Phase	45 days
CD Phase Review and Approval by Owner	14 days
Code Review	<u>30 days</u>
DESIGN DURATION:	178 days (6 Months)
Bidding Phase	21 days
Issuance of Construction Contract and Notice to Proceed	30 days
Construction Administration Phase	240 days
Close-Out Phase	<u>30 days</u>
CONSTRUCTION DURATION:	321 days (10.6 Months)
TOTAL DURATION:	499 days (16.6 Months)

**FIRE STATION NO. 7 - FRANKLIN, TN
A/E SERVICES FEE ANALYSIS
EXHIBIT B**

SERVICES FOR PROTOTYPE FIRE STATION FACILITY

ARCHITECTURAL	57,550.00
ENGINEERING	30,750.00
LEED ADMINISTRATION	12,000.00
CIVIL SITE	35,700.00
CIVIL ROAD	17,900.00
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LEED FUNDAMENTAL COMMISSIONING	14,000.00
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SUBTOTAL FIRE STATION	181,100.00

SERVICES FOR EMS FACILITY

ARCHITECTURAL	28,500.00
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LEED ADMINISTRATION	3,000.00
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LEED FUNDAMENTAL COMMISSIONING	3,000.00
REIMBURSABLES	1,500.00
SUBTOTAL EMS	62,900.00

TOTAL	244,000.00
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EXHIBIT “A” PROJECT SCOPE OF SERVICES

I. GENERAL - FIRE STATION AND EMS

- A. Meet all current ADA requirements and current local accessibility codes.
- B. Meet all local building code requirements.
- C. Design new Fire Station Prototype Facility with a non-prototypical Emergency Medical Services (EMS) department of approximately 17,000 square feet including 4 apparatus bays, 9 to 12 Fire and EMS personnel and the following functional spaces for each of the Fire Station and EMS areas:
 - 1. Kitchen, dining, day room, dorm rooms, toilets and showers, and appropriate mechanical, electrical and storage areas.

II. GENERAL – CIVIL AND PUBLIC ROAD IMPROVEMENTS

- A. Project Kickoff Meeting
 - 1. Participate in kickoff meeting with Client and internal agencies to determine site requirements, verify project objectives, determine project roles and points of contact, and preferred method and timing of communications.
- B. City of Franklin Planning Commission
 - 1. Civil Engineer will prepare a pre-application package per the City of Franklin Pre-application Checklist.
 - 2. Submit pre-application drawings and attend pre-application meeting with City of Franklin staff.
 - 3. Prepare site layout, grading, utility, and details, herein referred to as PC Plans. Utility plan to include service lines from the existing utilities adjacent to the property. The PC Plans will be developed in accordance with the requirements specified in the City of Franklin’s Site Plan Submittal Checklist.
 - 4. Provide civil engineering design plans of the interim road to service the fire station and provide secondary access into the Williamson County Agriculture Center property. Construction drawings to include a two-lane access drive to the planned fire station. The remainder of the planned roadway is to be stabilized and graded for the anticipated future buildout as illustrated in the conceptual plans. No formal landscaping of the interim drive is anticipated or included in this scope.
 - 5. Prepare landscape plans for the fire station. Plans to be per City of Franklin Landscape Checklist.
 - 6. Proposed gas, electric, and communications are assumed to be designed and coordinated by other consultants included in this agreement. They will be shown on the plans for reference.

7. Submit PC Plans to City of Franklin Planning Department. Plans to include the fire station and interim road as a single submittal package.
8. Address minor staff comments. One round of comments is anticipated and included.
9. Resubmit PC Plans to City of Franklin Planning Commission.
10. Attend Planning Commission meeting. Scope assumes one submittal and attendance to Planning Commission.

C. LEED Assistance

1. Respond to requests from LEED coordinator to assist with the civil-related credits that may be obtained. Assist with documentation for LEED credits related to the civil work. If requested, we will evaluate credits for the following civil-related items.
 - a. Bicycle facilities
 - b. Construction activities pollution prevention
 - c. Site assessment
 - d. Open space
 - e. Rainwater management

D. Construction Documents

1. Construction documents for the fire station and interim road are to be combined in a single construction package and will include the following:
 - a. Cover sheet
 - b. Site demolition plan
 - c. Site layout plan
 - d. Grading and drainage plan
 - e. Site utility plan
 - f. Roadway plan/profiles
 - g. Civil details
 - h. Landscape plan planting design for fire station: Landscape Architect will provide professional landscape architectural design services illustrating the proposed planting design for the perimeter foundation of building, parking lot trees, and parking lot bioretention area(s). A site landscape plan will be developed. Landscape Architect will provide appropriate specifications to perform the construction work. Plans will illustrate the following items and will be drawn to a known scale.
 - (1) Plant location
 - (2) Plant type
 - (3) Plant name (scientific and common)
 - (4) Plant size
 - (5) Notes
 - (6) Landscape planting details
 - (7) Schedules listing quantity and species
 - i. Irrigation plan
 - (8) Irrigation design will be provided in the form of a performance

specification, along with an overall schematic irrigation plan indicating area to be irrigated and type of irrigation; i.e., sprays, rotors, drip irrigation.

- (9) BWSC will identify an irrigation plan point of connection, meter, and backflow preventer location. Controller, water management accessories mainline(s), service line(s), irrigation zones, and irrigation details are assumed to be per performance specification.

2. Prepare storm water calculations.
 - a. Storm drainage calculations
 - b. Water quantity and quality calculations
 3. Prepare a storm water dedication easement with a long-term maintenance plan.
 4. Prepare written technical specifications for civil and landscape design.
 5. Attend weekly conference calls (assumes 6 weeks).
- E. Permitting
1. Submit construction plans and engineering storm water calculations to the City of Franklin's Engineering Department for Storm Water Management and Grading Permit (SWG).
 2. Address minor agency comments. One round of comments is anticipated and included.
 3. Attend City-required storm water preconstruction meeting.
 4. Prepare and submit a Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) to Tennessee Department of Environment and Conservation for State General Notice of Construction Permit.
- F. Assist Client in civil-related building permit sign-offs for agencies. Assumes one permit sign-off and that all building permit numbers are provided by others.
- G. Submit civil information to Middle Tennessee Electric for its use in designing the relocation of existing overhead lines.
- H. Bidding and Construction Administration

Fire Station

1. Review civil-related submittals.
2. Address contractor RFIs.
3. Attend a pre-construction meeting.
4. Two (2) additional site visits or project progress calls at request of architect.
5. Attend a post-construction meeting and provide punchlist documenting observed deficiencies to architect. One punchlist is included in scope. Assumes site is deemed substantially complete prior to site visit. Additional request for follow-up punchlist(s) will be considered additional services.
6. Prepare as-built for storm water management one time. Assumes accurate, detailed information provided by contractor. If surveying is needed to prepare as-built required for agency approval, there will be an additional fee.

Interim Road

1. Review civil-related submittals.
2. Address contractor RFIs.

3. Attend a post-construction meeting and provide punchlist documenting observed deficiencies to architect. One punchlist is included in scope. Assumes site is deemed substantially complete prior to site visit. Additional request for follow-up punch list(s) will be considered additional services.

I. Assumptions

1. Project limits to include the fire station and an interim access drive. Final Peytonsville and future intersection improvements are not included in this scope of work. The interim drive and fire station finish floor elevation (FFE) will assume future improvements. It is assumed the interim drive is to be designed and graded based on City of Franklin planned intersection improvement. Drawings will be incorporated with the fire station site plan drawings. Separate roadway drawings are not included in this scope of work.
2. Submittal fees and printing requested by Client or architect are not included in the price that follows. Printing for the internal preparation of plans and standard sets for permitting are included.
3. No major relocations or design of offsite main utilities will be required for the fire station. It is assumed the design will include utility services to within five (5) feet of
4. the proposed fire station. We do not anticipate design of public utility extensions. Utility main extensions or relocations for the interim road are not included in this scope of work.
5. Relocation of Middle TN Electric overhead lines are not included in this scope. Final line location is to be shown on plan if provided in timely manner.
6. Formal landscape plans for the interim road are not included in this scope.
7. Significant site plan changes to layout depicted on Exhibit B will be at an additional fee.
8. Geotechnical and structural will be by others (including site retaining walls, if required).
9. Fee does not include time or expenses for overnight travel unless specified in the scope of services.
10. City of Franklin Standard Details will be utilized where applicable in the design.
11. Assumes gas, electric, electrical or other underground vaults, grease traps, and communication service to be designed and coordinated by others. BWSC plans to depict locations if provided by others in a timely manner.
12. Analysis, determination of need, or design of pump stations, foundation drains, or other groundwater design elements are not included in this fee.
13. Assumes timely receipt of critical project information from the City of Franklin, TN, other designers, and Client.
14. Client to provide the following City of Franklin Planning Commission required items:
 - a. Site photometric plan
 - b. Building elevations and material board
15. Project construction administration not specified in scope is not included.
16. Fee does not include any work not specified the in above scope of services. Additional services may be added to the scope based on mutual agreement and

equitable adjustment in fee.

J. Additional Services

Examples of additional services include:

1. Structural design
2. Traffic impact statements or studies
3. Environmental services, such as Phase 1 ESA
4. Right-of-way encroachments or easement abandonments
5. Opinion of Probable Construction Cost (OPCC)
6. Boundary surveying, topographic surveys, legal descriptions, construction plats, and construction staking surveys unless noted herein
7. Development of perspective and/or presentation drawings
8. Project presentation/representation services, including compilation of graphics and presentation to outside groups other than Client
9. Entitlement assistance (zoning, overlay districts, variance/setback requests, rezoning, etc., or coordination of such work), property acquisition, or zoning changes, unless specified in scope of services
10. Marketing services (web art, color plans, 3D model construction, still photography)

K. Deliverables

The following is a list of probable deliverables that will be produced as part of this effort.

1. PDFs of PC submittal plans
2. PDFs of construction documents
3. PDFs of approved permit plans
4. PDFs of TDEC NOI and SWPPP

III. GENERAL

- A. Present an optional fee structure for designing and implementing LEED requirements to achieve a LEED Certified facility.
- B. Services to include complete architectural, civil engineering, structural engineering, mechanical engineering, plumbing engineering, fire protection engineering, electrical engineering, LEED Administration and LEED Fundamental Commissioning.
- C. All reimbursable expenses shall be “pass through” expenses and no additional markup will be added.
- D. In addition to typical programming and planning meetings, this proposal includes attendance at one Planning Commission Meeting and one Mayor Board of Alderman Meeting.

IV. SCOPE OF ARCHITECTURAL AND ENGINEERING SERVICES BY PHASE

A. Design Development Phase. Upon receipt of Owner's written authorization to implement the documents presented in the Schematic Design Phase and to proceed with the Design Development Phase, the Consultant shall:

1. Prepare from the approved Schematic Design Drawings, the Design Development Documents consisting of design criteria, drawings, outline specifications and other documents to establish and describe the general size and character of the Project, the structural, mechanical and electrical systems, materials, landscaping, signage, graphics and any other items as may be appropriate and submit those documents for approval by Owner. The Design Development Documents shall be prepared for consultation with the Owner, Owner's Representative, and such consultants retained by Owner for the project.
2. Present for Owner's approval, a plot plan, floor plan and drawings depicting the exterior for the Project.
3. Bring to the attention of the Owner any disparity between the project scope and the established budget.
4. Cooperate with the Owner to make sure the design complies with the established budget. To the extent the projected construction cost exceeds the established budget after the completion of the Design Development Documents; the Consultant shall suggest deductive alternatives to reduce the construction costs, which if accepted by the Owner, will be incorporated in the Construction Documents.
5. Make modifications to the Design Development submittal as may be necessary to bring the estimated total construction cost within the established budget.
6. Meet with the local Code Enforcement and Fire Marshal for review, and document the results of the code review meeting and submit to the Owner.
7. Prepare and submit a Design Development submittal and associated cost estimate incorporating the Owner's Schematic Design review comments.
8. Furnish the Owner with three (3) copies of the Design Development Drawings.

B. Construction Documents Phase. Upon receipt of Owner's written authorization to implement the documents presented in the Design Development Phase and to proceed with the Construction Documents Phase, the Consultant shall:

1. Prepare, from the approved Design Development Documents, drawings and specifications setting forth in detail, the requirements for the construction of the entire Project including drawings, technical specifications and necessary bidding information and submit those documents for approval by Owner.
2. Prepare and submit a Construction Documents submittal and associated cost estimate incorporating the Owner's Design Development review comments. Final drawings and specifications shall be sealed by the Consultant or sub-consultant, as required.

3. Bring to the Owner's attention, as early as possible, any disparity between the project scope and the established budget, with recommended revisions or bid alternates to correct the disparity.
4. Prepare and file the required documents for approval of governmental authorities having jurisdiction over the Project, including application for local Code Enforcement building plans review. All deficiencies noted in code review comments and comments from other involved governmental authorities shall be addressed by the Consultant, revising the documents at no cost to the Owner. The Consultant shall submit the plans review document to the Owner for review and signing.
5. Furnish Owner fifteen (15) copies of the Construction Documents, Drawings and Specifications, for bidding purposes.
6. Consultant shall, as a part of Basic Services, incorporate the interior design of the Project on the Construction Documents prepared by Consultant.
7. Assist the City in preparing a Legal Notice for Bid for advertising for competitive bids.

C. Bidding Phase. Upon receipt of Owner's written authorization to implement the documents presented in the Construction Document Phase and to proceed with the Bidding Phase, the Consultant shall:

1. Contact experienced reputable contractors (at least 5) to encourage their submittal of a bid. Submit the list of contacted contractors to the City's Project Manager, for review.
2. City will conduct Pre-Bid Conference, however, the A/E team will be present to answer any questions.
3. City will issue addenda after preparation by the A/E Team. No addenda shall be issued inside of seven (7) calendar days of the posted bid date.
4. Assist in the evaluation of bids, including any pre-award meeting that may be required.
5. Review the list of proposed subcontractors submitted by the apparent low compliant bidder and recommend disapproval, in writing, of any with whom the Consultant has had unsatisfactory experience. Such recommendations must be accompanied by adequate justification.
6. City will prepare and submit construction contract to the successful bidder and obtain all bonds and insurance requirements.

D. Construction Administration Phase.

1. The City shall conduct a pre-construction conference, with assistance from the Consultant.

2. The Consultant shall advise and consult with the Owner and Contractor to the extent necessary to fully protect the interests of the Owner.
3. The Consultant shall make periodic visits to the site, of at **least once a month** to familiarize himself with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Construction Documents. On the basis of his on-site observations, the Consultant shall guard the Owner against defects and deficiencies in the Work and shall notify Owner and Contractor in writing if any portion of Work is not in conformity with the requirements of the Construction Documents. Consultant and its sub-consultants shall be available to consult with Owner and Contractor at any time during the course of the construction, when such consultation is in the best interest of the Owner.
4. The Consultant shall issue to Owner a Certificate for Payment each month. The approval of a Certificate for Payment shall constitute a representation by the Consultant to the Owner, based on the information submitted by the Contractor, in the Consultant's best professional judgment, that the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Construction Documents, and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Consultant has made any examination to ascertain how and for what purpose the Contractor has used or will use the monies paid by the Owner.
5. The Consultant shall advise Owner in writing to reject Work, which does not conform to the Construction Documents. Consultant shall advise Owner to require special inspection or testing of any work whenever proper professional judgment would indicate a probability of a non-conforming work or adverse circumstances.
6. The Consultant shall review and approve in a timely manner all shop drawings, samples and submissions of the Contractor for conformance with the design concept of the Project, for compliance with the information given in the Construction Documents, for compatibility with adjacent and contiguous work, systems and services and with limitations of space, weight and services. Submissions that are not approved by the Consultant are to be brought to the attention of the Owner concurrently with notification to the Contractor. An endorsement stamp shall be placed on all shop drawings and submittals by the Consultant. The Consultant shall furnish a copy of all approved submittals to Owner's Property Maintenance Departments.
7. The Consultant shall prepare change orders and/or construction changes for Owner's approval, if required by the Owner.
8. Consultant shall assist Owner, as requested, in selection of finish materials.
9. Consultant will give full and prompt attention to any claims or controversies, which arise during the course of construction of the Project. In the event of any proceeding to resolve any claim, the Consultant shall be present and shall participate in such proceedings at no cost to Owner.

10. Consultant will give timely notice to Owner for any meetings Consultant feels necessary in connection with this Project with utility companies or city, state or other regulatory agencies. Scheduling of such meetings is to be done by the Consultant.
11. The Consultant shall cooperate with any consultant employed by Owner in connection with the Project.
12. Consultant shall assist Owner in any negotiations with governing authorities necessary to obtain temporary and permanent Certificates of Occupancy.
13. Consultant will, as provided by the Construction Documents, furnish any necessary assistance in the utilization of any equipment of system.
14. Consultant shall keep accurate written records of its observations of the progress of the Project, copies of which shall be furnished to the Owner on a monthly basis. Report shall include a minimum of 10 digital construction photographs.
15. The Consultant shall attend meetings that are held at the request of the Owner and visit the site of the work at any reasonable time when requested to do so by the Owner.
16. The Consultant shall obtain and submit with the Contractor's final Certificate and Application for Payment, Consent of Surety, final invoices and warranties as required by the Construction Documents.
17. The Consultant shall not be responsible for any construction means, methods, sequences or procedures or for performing any construction activities.
18. The Consultant will cooperate with the Contractor in resolving questions and problems that may occur during construction.
19. The Consultant will record minutes of every meeting and forward to all attendees.
20. The Consultant shall conduct an eleven (11) month walk-through of facility with the Contractor, a representative of the Owner, and a representative of the Operating Division for the purpose of identifying those items that qualify for replacement and/or repair under the terms of the contract warranty. Said walk-through shall be conducted approximately eleven (11) months after date of substantial completion.

E. Project Closeout.

1. The Consultant shall, in conjunction with the Contractor, schedule an inspection to determine substantial completion of the Project.
2. The Consultant shall develop punch lists and provide copies to Contractor and Owner.
3. The Consultant shall monitor the Contractor's progress in completing punch list items and advise the Owner on the progress being made to complete the punch list. The

Consultant shall schedule a final inspection with the Contractor and Owner to verify completion of the punch list.

4. The Consultant shall coordinate any training or start-up assistance to be provided by the Contractor.
5. The Consultant shall receive and review written guarantees, manufacturer's manuals, parts lists and all documents assembled by the Contractor for the Project. Upon approval of Owner, Consultant shall issue a Certificate of Substantial Completion.
6. Consultant and its sub-consultants shall develop punch lists and participate with Owner in substantial completion and final acceptance procedures, which include the monitoring of the Contractor's progress in completing the punch list. The Consultant shall schedule a final inspection with the Contractor and the Owner to verify completion of punch list items.
7. At the completion of the Project, the Consultant shall, based upon information furnished by the Contractor, provide Construction Documents, including specifications, on a computer diskette in a Windows based format compatible with AUTOCAD, RELEASE 14 software or the latest such software then available. Said documents shall reflect as-built conditions.

F. LEED Consultant Services

1. Assist the Prime Design Professional with determining the project's eligibility for LEED Certification.
2. Assist the Owner with registration with USGBC.
3. Provide assistance to the Prime Design Professional, the Owner, engineers, and the sub-contractors steering their design and construction towards achieving a maximum practical number of LEED credits.
4. Assist the Prime Design Professional with the submittal process to USGBC.
5. Assist the Owner with an appeal, if necessary, if LEED Certification is not achieved on the first submittal.
6. One training session with the Prime Design Professional, and the design team to introduce the LEED Credit requirements to all.
7. Attendance at the pre-bid meeting to present a summary of the LEED record keeping process to the bidders.
8. One training session with the General Contractor, and the subcontractors to introduce the LEED Credit construction-phase record keeping requirements and other requirements to all. It is anticipated that this would occur as a part of the pre-construction meeting.

G. Fundamental Commissioning Services

1. Assist with Preparation and make final Review of "Owner's Project Requirements" document and the A/E team's "Basic of Design" document.
2. Provide a commissioning requirements section to be inserted into the project's specifications.
3. Develop and implement a commissioning plan.
4. Review MPE equipment submittals and control drawings for compliance with OPR and BOD.
5. Review T & B Reports and Contractor/Vendor start-up reports.
6. Verify the installation and performance of the systems to be commissioned. The Prime Design Professional shall provide the LEED Consultant with a full set of construction documents, a copy of submittals for the commissioned equipment, copies of start-up reports for commissioned equipment, and a copy of the final test and balance report. The LEED Consultant will make periodic site visits for the purpose of verifying installation of commissioned systems. Site visits will be rare during the early construction phases, but will increase in frequency as the commissioned systems are installed and nearing completion.
7. Complete a summary commissioning report.
8. Systems to be commissioned are:
 - a. HVAC systems and controls.
 - b. Lighting controls systems.
 - c. Domestic hot water systems.
 - d. Renewable energy systems, if applicable.

H. Enhanced Commissioning Services

1. Verify training of Owner's personnel.
2. Prepare Systems Manual.
3. Design Review.
4. Submittal Review.
5. Review building operations, 10 months post-occupancy.

- I. Printing and Application Fee Expenses. Printing fees shall include document printing for Phase reviews by Owner, City Boards and Committees submissions, code reviews and project record documents. Application fees include fees paid for LEED registration and accreditation. Application fees will not be required for code review and/or submissions to City Boards and Committees.
- J. Additional Services. Additional services to be performed by the Consultant are on an hourly basis and shall only be provided when authorized as additional services by Owner in advance and in writing. Said additional services shall be paid for by the Owner as hereinabove provided.

EXHIBIT "C"

SCHEDULE OF SERVICES

<u>EVENT</u>	<u>DURATION</u>
Programming and Schematic Phase	45 days
Programming and SD Phase Review and Approval by Owner	7 days
Design Development Phase	30 days
DD Phase Review and Approval by Owner	7 days
Construction Document Phase	45 days
CD Phase Review and Approval by Owner	14 days
Code Review	<u>30 days</u>
DESIGN DURATION:	178 days (6 Months)
Bidding Phase	21 days
Issuance of Construction Contract and Notice to Proceed	30 days
Construction Administration Phase	240 days
Close-Out Phase	<u>30 days</u>
CONSTRUCTION DURATION:	321 days (10.6 Months)
TOTAL DURATION:	499 days (16.6 Months)

Tabulation of Bids*

Purchasing Office Solicitation No.:	2018-007 (mowing and related contract services for certain City parks and certain other City-owned properties for a term of award)					
Notice to Bidders published in the Williamson Herald on:	11/9/17					
Number of vendors that were notified of/ that responded to this solicitation for bids:	21 / 3					
Date and time bids due and publicly opened:	12/12/17 2:00 PM					
Present at opening of bids:	Janet Harlan of Brentwood Lawn Care of Tennessee; Kenneth Harlan of Brentwood Lawn Care of Tennessee; Nate Thompson of LSI; David Swift of Swift Lawn and Land; Brian Walker and James Bilbo of the City of Franklin Parks Department; and Natalie Keene, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office					
Target meeting of BOMA at which recommendation is scheduled to be considered:	1/23/18					
Bids received from:	Bid No:	Does the bid include all required documents?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Estimated total bid fee for all specified services per year:	Payment terms:	Bid and bid pricing is valid through:
Brentwood Lawn Care of Tennessee, LLC 927 Deer Run Road Murfreesboro, TN 37128 Janet Harlan, Co-Owner 615/772-3987 janet@brentwoodlawncare.com	1 of 1	Yes	Bidder takes no exceptions	\$320,850.00	net 30 days	03/01/18
Landscape Services, Inc. (LSI) 204 River Hills Drive Nashville, TN 37210 Nate Thompson, Business Development 615/761-4360 natethompson@lsipros.net	1 of 1	Yes	Bidder takes no exceptions	\$247,140.00	net 30 days	02/28/18
Swift Lawn & Land, Inc. 221 5th Ave. S. Franklin, TN 37064 David Swift, Owner 615/838-8422 david@swiftlawn.biz	1 of 1	Yes	Bidder takes no exceptions	\$556,920.00	net 30 days	02/28/18

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

City of Franklin, Tennessee
Tabulation of Bids*

Jobsite No.	Jobsite Description	Specified estimated quantity of service dates per year	Brentwood Lawn Care of Tennessee, LLC		Landscape Services, Inc. (LSI)		Swift Lawn & Land, Inc.	
			Total bid lump-sum fee per cut for all specified services	Estimated total bid lump-sum fee per year for all specified services	Total bid lump-sum fee per cut for all specified services	Estimated total bid lump-sum fee per year for all specified services	Total bid lump-sum fee per cut for all specified services	Estimated total bid lump-sum fee per year for all specified services
1	The Park at Harlinsdale Farm – 239 Franklin Rd.	36	\$3,500.00	\$126,000.00	\$4,000.00	\$144,000.00	\$8,041.00	\$289,476.00
2	Liberty Park – 2080 Turning Wheel Lane	36	\$2,600.00	\$93,600.00	\$750.00	\$27,000.00	\$2,900.00	\$104,400.00
3	Jim Warren Park – 705 Boyd Mill Ave.	36	\$2,600.00	\$93,600.00	\$1,700.00	\$61,200.00	\$4,159.00	\$149,724.00
4	Old Liberty Pike Neighborhood Park – 204 Old Liberty Pike	36	\$35.00	\$1,260.00	\$75.00	\$2,700.00	\$50.00	\$1,800.00
5	117 Ewingville Drive	18	\$45.00	\$810.00	\$50.00	\$900.00	\$50.00	\$900.00
6	119 Ewingville Drive	18	\$45.00	\$810.00	\$75.00	\$1,350.00	\$50.00	\$900.00
7	124 Ewingville Drive	18	\$45.00	\$810.00	\$50.00	\$900.00	\$50.00	\$900.00
8	127 Ewingville Drive	18	\$45.00	\$810.00	\$50.00	\$900.00	\$50.00	\$900.00
9	1140 Thompson Alley	18	\$35.00	\$630.00	\$30.00	\$540.00	\$50.00	\$900.00
10	Ladd Park Canoe Launch – 5007 Ryecroft Lane	18	\$45.00	\$810.00	\$75.00	\$1,350.00	\$75.00	\$1,350.00
11	131 Daniels Drive	18	\$25.00	\$450.00	\$50.00	\$900.00	\$50.00	\$900.00
12	Open Space near Daniels Drive	18	\$25.00	\$450.00	\$50.00	\$900.00	\$50.00	\$900.00
13	Nissan Walking Trail	18	\$45.00	\$810.00	\$250.00	\$4,500.00	\$215.00	\$3,870.00
Grand Totals:				\$320,850.00		\$247,140.00		\$556,920.00

*Shaded bid is apparent lowest best bid

RESOLUTION 2018-02

**A RESOLUTION DECLARING THE INTENT OF THE CITY OF FRANKLIN TO ACT AS A
GOVERNMENTAL PASS-THROUGH ENTITY FOR THE SPIVEY TRACT LAND ACQUISITION PROJECT
AS REQUESTED BY THE CIVIL WAR PRESERVATION TRUST.**

WHEREAS, the City of Franklin is home to numerous Civil War battlefields; and

WHEREAS, in particular, the City of Franklin is home to the Spivey Tract, which is located within the core area of the Franklin Battlefield; and

WHEREAS, the City appreciates the necessity of protecting these historic lands; and

WHEREAS, the City has been requested by the Civil War Preservation Trust to act as the governmental pass-through sponsor for the acquisition of property utilizing funds from the National Park Service American Battlefield Protection Program; and

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin believes it is in the best interest of the City of Franklin to fulfill this request.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen for the City of Franklin, Tennessee, that:

The City of Franklin will serve as the governmental sponsor for the Spivey Tract in the Franklin Battlefield. The City, through its Mayor and City Administrator, will execute an agreement with the Civil War Preservation Trust to provide for the fulfillment by the Civil War Preservation Trust of all requirements of any Grant Agreement with the National Park Service for the acquisition of this property. The City will be notified in writing by the National Park Service that all grant requirements have been met and that funds will be transferred to the City. The City will then commence transfer of funds to the Civil War Preservation Trust. The City will not be providing any funds toward the battlefield acquisition.

Approved this _____ **day of** _____, 2018.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Recorder / Administrator

By: _____
DR. KEN MOORE
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney



Prepared by the Civil War Trust

Spivey Tract at Franklin Battlefield (Williamson County, TN)

Created on 2/8/17 by JM

- Spivey Tract (0.72 Acres)
- Preserved in Whole or in Part by the Trust
- Other Protected Land

0 0.035 0.07 0.14 Miles



CIVIL WAR TRUST

Saving America's Civil War Battlefields

Jeffrey R. Rodek
Chairman

James Lighthizer
President

December 18, 2017

VIA EMAIL

Ken.moore@franklintn.gov

Dr. Ken Moore, Mayor
City of Franklin
City Hall
109 3rd Avenue South
Franklin, TN 37064

Dear Dr. Moore:

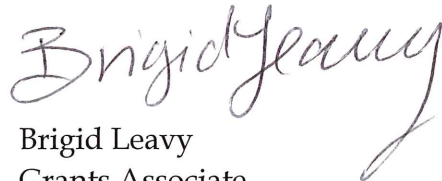
On behalf of Franklin's Charge LLC, I am writing to formally request that the City of Franklin act as a governmental pass-through entity for the following project using funds from the National Park Service – American Battlefield Protection Program ("ABPP"):

\$637,500.00 for the fee acquisition of a 0.72-acre tract known as the Spivey Tract at the Franklin Battlefield in Williamson County, Tennessee.

The role of the City would be similar to its role with previous ABPP grants. The City will complete the SF-424 and provide a letter to ABPP accepting sponsorship of the project. Enclosed, please find drafts of the SF-424 form and letter for your review, signature, and submission to ABPP. The application will be reviewed after all required documents are received by ABPP. If the application is approved, you will receive a grant agreement for your signature. The grant funds are obligated upon the full execution of the grant agreement and establishment by ABPP. The Trust will then complete all grant requirements and submit them to ABPP and the City. The City will be notified by ABPP when all grant requirements are approved and the grant funds are available for transfer to the City via the ASAP system. Once the City has received the grant funds, the next step will be for you to transfer these funds to the Trust by electronic transfer.

Please let me know if you have any questions or concerns. Thank you for your help!

All the best,



Brigid Leavy
Grants Associate

WASHINGTON OFFICE

1156 15th Street NW • Suite 900 • Washington, DC 20005
Phone: (202) 367-1861 or (800) 298-7878 • Fax: (202) 367-1865

HAGERSTOWN OFFICE

1140 Professional Court • Hagerstown, MD 21740
Phone: (301) 665-1400 or (888) 606-1400 • Fax: (301) 665-1416



HISTORIC
FRANKLIN
TENNESSEE

February 14, 2018

Mr. Paul Hawke, Chief
American Battlefield Protection Program
National Park Service
1849 C Street, NW, Room 7228
Washington, DC 20240

Dear Mr. Hawke:

The City of Franklin has been asked by the Civil War Preservation Trust, doing business as the Civil War Trust (the "Trust") on the behalf of Franklin's Charge, LLC to act as the government sponsor for a grant application to the American Battlefield Protection Program (ABPP). I have agreed that the City will serve as the government sponsor for the application for the following project:

ABPP grant of \$637,500.00 for the fee acquisition of a 0.72-acre tract known as the Spivey Tract at the Franklin Battlefield in Williamson County, Tennessee.

The role of this agency would be the same as in other pass-through grants. All required acquisition and financial documentation will be provided by the Trust to the ABPP for review and approval. The City will be notified in writing by ABPP that all grant requirements have been met and that funds would be transferred to the City. The City would then transfer the grant funds in accordance with the ASAP system. The City will not be providing any funds toward the battlefield acquisition.

We thank the ABPP for your work preserving this nation's Civil War battlefields.

Sincerely,

Dr. Ken Moore
Mayor of Franklin

cc: Brigid Leavy, Civil War Trust

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Franklin

* b. Employer/Taxpayer Identification Number (EIN/TIN):

62-6000290

* c. Organizational DUNS:

0817607680000

d. Address:

* Street1:

City Hall

Street2:

109 Third Avenue South

* City:

Franklin

County/Parish:

* State:

TN: Tennessee

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

37214-2508

e. Organizational Unit:

Department Name:

Office of the Mayor

Division Name:

Administration

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Eric

Middle Name:

S.

* Last Name:

Stuckey

Suffix:

Title:

Franklin City Administrator

Organizational Affiliation:

City of Franklin

* Telephone Number:

615-550-6605

Fax Number:

615-760-0469

* Email:

eric.stuckey@franklintn.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Department of the Interior - National Park Service - ABPP

11. Catalog of Federal Domestic Assistance Number:

15-928

CFDA Title:

Battlefield Land Acquisition Grants

* 12. Funding Opportunity Number:

n/a

* Title:

n/a

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

LWCF Battlefield Land Acquisition Grant: Fee acquisition of a 0.72± acre property known as the Spivey Tract at the Franklin Battlefield, Williamson County, Tennessee

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

7th

* b. Program/Project

7th

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

05/30/2017

* b. End Date:

02/28/2018

18. Estimated Funding (\$):

* a. Federal	637,500.00
* b. Applicant	0.00
* c. State	630,000.00
* d. Local	0.00
* e. Other	112,500.00
* f. Program Income	
* g. TOTAL	1,380,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☐ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Dr.

* First Name:

Ken

Middle Name:

* Last Name:

Moore

Suffix:

* Title:

Mayor

* Telephone Number:

615-791-3217

Fax Number:

615-790-0469

* Email:

ken.moore@franklinn.gov

* Signature of Authorized Representative:

* Date Signed:

ORDINANCE 2017-54

TO BE ENTITLED: "AN ORDINANCE TO CREATE TITLE 2, CHAPTER 2 OF THE CITY OF FRANKLIN MUNICIPAL CODE RELATING TO THE CREATION OF A DEVELOPMENT SERVICES ADVISORY COMMISSION"

WHEREAS, the City of Franklin Board of Mayor and Aldermen finds that the public welfare will be served by assuring that further development is consistent with the City's goals for land use, transportation, housing, economic development, neighborhood livability, and environment; and

WHEREAS, the Board of Mayor and Aldermen encourages property owners, residents, and businesses to recognize the importance of consistent and fair application and implementation of regulations in the development of plans and standards for this community and in the values expressed in the day-to-day lives of its residents; and

WHEREAS, the City of Franklin desires to continue to be recognized as a diverse, progressive city celebrated as one of the most desirable place to live, learn, work, and play; and

WHEREAS, the Board of Mayor and Aldermen has decided to create a Development Services Advisory Commission for the sole purpose of serving as a policy advisory body to the Board of Mayor and Aldermen and City Administrator to foster timely, predictable, and accountable development review and associated development services that achieve the City's goals.

NOW, THEREFORE,

SECTION 1: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Title 2, Chapter 2 of the Franklin Municipal Code is hereby created and approved to read as follows:

TITLE 2

CHAPTER 2. DEVELOPMENT SERVICES ADVISORY COMMISSION

- Sec. 2-201. Development Services Advisory Commission
- Sec. 2-202. Powers and Duties.
- Sec. 2-203. Membership.
- Sec. 2-204. Appointment and Term of Office.
- Sec. 2-205. Officers, Meetings and Rules of Procedure.
- Sec. 2-206. Compensation.
- Sec. 2-207. Staff Support, Committees, and Technical Assistance.

2-201. Development Services Advisory Commission. The Development Services Advisory Commission is hereby created to act as a policy advisory body to the Board of Mayor and Aldermen and City Administrator representing those with interests in the outcome of policies, budgets, regulations, and procedures that affect development review processes and associated development services. The purpose of the Commission is to foster timely, predictable, and accountable development review processes and associated development services that implement the City's goals for land use, transportation, housing, economic development, neighborhood livability, and the environment. The Commission advocates for

and supports consistent and fair application and implementation of regulations. The Commission provides for public input into development review processes and associated development services.

2-202. Powers and Duties. The Commission shall:

- (1) Provide leadership and expertise on issues affecting development;
- (2) Provide feedback on the impact of potential regulations and administrative rules on development review processes and associated development services, taking into consideration the full range of City goals and objectives;
- (3) Provide recommendations to City Staff, the Planning Commission, and Board of Mayor and Aldermen for regulatory, code, and administrative rule changes affecting development review processes and associated development services;
- (4) Monitor the application and enforcement of regulations for their effectiveness in achieving the City's development goals; and
- (5) Recommend customer service, permitting, development service processes, and compliance improvements to City Staff, the Planning Commission, and the Board of Mayor and Aldermen.

2-203. Membership. The Commission shall consist of a maximum of eleven (11) members and shall be selected to provide representation of those persons actively engaged in real estate, land planning, site design, and development. Members serving on the Commission shall have their primary residence in Williamson County or their business shall have a permanent office located in the City of Franklin.

- One (1) of the members shall be a City of Franklin Alderman who will represent the Board of Mayor and Aldermen.
- One (1) of the members shall be an employee from any one of the public utility companies (cooperatives) that provide essential utility services within Franklin's corporate limits.
- One (1) member shall be an employee of the City of Franklin and shall be appointed by the City Administrator.

The remaining eight (8) members shall include a cross section of members with representation from any of the following entities (or their successors):

- American Institute of Architects (AIA) – Middle Tennessee
- Home Builders Association of Middle Tennessee (NHAB/ HBAT/ HBAMT)
- National Association of the Remodeling Industry (NARI)
- Tennessee Chapter American Society of Landscape Architects (ASLA)
- Tennessee Association of Plumbing Heating Cooling Contractors (TAPHCC)
- National Electrical Contractors Association (NECA)
- Associated Builders and Contractors, Inc. – Greater Tennessee Chapter (ABC)
- Tennessee Society of Professional Engineers (TSPE)
- Urban Land Institute Nashville (ULI)
- American Planning Association (APA)
- Nashville Chapter of NAIOP, Commercial Real Estate Development Association
- Williamson County Board of Realtors
- Williamson, Inc. (Williamson County Chamber of Commerce and Economic Development)

2-204. Appointment and Term of Office. Members of the Commission shall be appointed by the Mayor and confirmed by the Board of Mayor and Aldermen. The term of the Alderman shall be co-terminus with their term on the Board of Mayor and Aldermen. The term of the remaining members shall be three (3) years. All members shall be limited to two consecutive full terms and may be reappointed after a three (3) year absence from serving on the Commission. Except for the term of the Alderman, the initial terms shall be staggered as follows: three (3) members shall serve for one year, three (3) members shall serve for two years, and four (4) members shall serve for three years.

Appointees who fill an unexpired term shall hold office for the remainder of said unexpired term.

2-205. Officers, Meetings, and Rules of Procedure. The officers of the Commission shall be a chair and vice-chair, elected by majority vote of the Commission. The chair shall preside at meetings of the Commission and shall have the right to vote. The vice-chair shall, in case of absence or disability of the chair, perform the duties of the chair. Officers shall serve for terms of one (1) year or until their successors are regularly elected and take office. The Commission shall schedule monthly meetings and have the discretion to meet, with proper notice, upon the call of the chair. The Commission shall meet not less than four (4) times each calendar year. Six (6) members of the Commission shall constitute a quorum. The concurring vote of a majority of members present shall be required for approval or disapproval of any motion or other action of the Commission. All meetings shall be open to the public.

2-206. Compensation. Members of the Development Services Advisory Commission, technical advisors, and citizens at-large shall serve without compensation.

2-207. Staff Support, Committees, and Technical Assistance. The Assistant City Administrator of Community and Economic Development, or their designee, shall serve as staff liaison to the Development Services Advisory Commission.

SECTION II: 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 public health, safety, and welfare requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____
ERIC S. STUCKEY
City Recorder/Administrator

BY: _____
DR. KEN MOORE
Mayor

Approved as to Form:

Shauna R. Billingsley, City Attorney

PASSED FIRST READING:

PASSED SECOND READING:
