



Meeting Agenda

Capital Investment Committee

Thursday, June 27, 2024

3:30 PM

Board Room

CALL TO ORDER

SETTING OF THE AGENDA

1. Consideration Of Changes In Agenda And Setting The Agenda
 - i. Discussion Of Removal Of Items From Consent/Changes Not Requiring A Vote
 - ii. Proposed Changes To The Agenda
 - iii. Approval Of Agenda As Submitted Or Changed

CITIZEN COMMENTS (Open for citizens to be heard on any issue or concern, including those related to items on the agenda. Please submit a Speaker Card at the beginning of the meeting if you would like to address the Board/Commission. If you would like to speak on an agenda item, the Chair will hold your comment until the public comment period associated with the item. As provided by law, Boards/Commissions shall make no decisions or consideration of action of citizen comments for items not on the agenda, except to refer the matter to the City Administrator/Staff for administrative consideration, or to a schedule the matter for consideration at a later date. Those addressing the Board/Commission are requested to come to the microphone and identify themselves by name and address for the official record. The Chair may restrict the period for public comment, including the length of the public comment period, the number of individuals who can speak and the length of time each individual may speak. When time allows, the standard individual public comment time is two minutes.)

Comments on agenda items may be made in person at City Hall or by emailing recorder@franklinton.gov before noon on the day of the meeting. Comments will be submitted for the record.

APPROVAL OF MINUTES

2. Consideration Of Approval Of Minutes
April 25, 2024 Capital Investment Committee Meeting

NEW BUSINESS

3. Consideration Of Amendment 1 To COF Contract No. 2023-0210, With CDM Smith For Sanitary Sewer Modeling For The Mayes Creek Basin Planning

Sponsors: Michelle Hatcher

4. Consideration Of Resolution 2024-57, A Resolution To Approve Temporary Median Barrier Installation On SR-96 (Murfreesboro Rd) Between Royal Oaks And Interstate 65

Sponsors: Paul Holzen, Adam Moser

5. Consideration Of DRAFT Change Order 1 (Final Change Order And Project Closeout) To COF Contract No. 2019-0230, A Construction Contract With Civil Constructors, LLC For The Franklin Road Corridor Improvements Project (COF Project No. 07ST00015) For A Time Extension Of 75 Days And A Cost Decrease Of \$612,103.90

Sponsors: Paul Holzen, Jonathan Marston, William Banks

6. Consideration Of Amendment 1 To COF Contract No. 2020-0313, With VSR Partners, LLC (TOB School) For A Road Impact Fee Reimbursement Agreement In The Amount \$108,094

Sponsors: Paul Holzen, Jimmy Wiseman

7. Consideration Of COF Contract No. 2024-0129, With CSX Transportation, Inc. For The East McEwen Drive Phase 4 Improvements Project In The Amount Of \$146,053

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

8. Capital Projects Dashboard And Status Updates For June 2024

Sponsors: Paul Holzen, Jonathan Marston

OTHER BUSINESS

ADJOURN

Anyone needing accommodations due to disabilities please contact the ADA Coordinator at 615-791-3277 at least 24 hours prior to the meeting.



File #: 21-0294

DATE: May 30, 2024
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2023-0210, With CDM Smith For Sanitary Sewer Modeling For The Mayes Creek Basin Planning

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Mayes Creek Basin Planning Amendment for updated scope with the new 155 hours that are added for profiles.

BACKGROUND/STAFF COMMENTS:

The BOMA approved the initial contract with CDM Smith in September 2023 for the initial master plan for the Maye's Creek basin. That work has been completed. However, to finalize the study, the WMD would like to provide sanitary sewer layouts, potential force main alignments, estimates of conveyance sizes, an analysis of potential conflicts and implementation challenges, and flow estimates for future planning horizons.

These modeled outputs will be entered into WMD's Capacity Analysis Tool, which is used to determine potential impacts on the collection system for development offsite agreements and what is needed to appropriately size a system for future capacity.

FINANCIAL IMPACT:

This amendment #1 will be an additional twenty-four thousand eight hundred and zero cents (\$24,800.00) and will not be exceeded without prior Board approval.

RECOMMENDATION:

Staff recommends that amendment 1 to COF Contract No. 2023-0210 be recommended to the Board of Mayor and Aldermen for approval.

**AMENDMENT NO. 1 TO
COF CONTRACT NO. 2023-0210**

THIS AMENDMENT NO. 1 to COF Contract No. 2023-0210 is entered into by and between the CITY OF FRANKLIN, TENNESSEE (the “City”) and CDM SMITH (“CDM”) as of this _____ day of _____, 2024.

RECITALS:

WHEREAS, the City of Franklin and CDM Smith, Inc. entered into COF Contract No. 2023-0210 dated September 26, 2023 (the “Agreement”); and

WHEREAS, the Agreement is for sanitary sewer system model assistance for the Mayes Creek Basin Planning Updates; and

WHEREAS, the parties desire to amend the Work Summary and Fee Schedule to add new hours for profiles and cost changes for an additional sum of Twenty-Four Thousand Eight Hundred and No/100 Dollars (\$24,800.00) for a total not to exceed contract amount of Eighty-Four Thousand Eight Hundred and No/100 Dollars (\$84,800.00); and

WHEREAS, the City and CDM desire to amend the Agreement as set forth herein.

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

1. The Agreement is hereby amended and restated as follows:
2. The Agreement is hereby amended to include the Scope of Work and Fee Schedule attached hereto as Exhibit A. The total contract cost is amended from Sixty Thousand and No/100 Dollars (\$60,000.00) to Eighty-Four Thousand Eight Hundred and No/100 Dollars (\$84,800.00).
3. Waiver. Neither party’s failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
4. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.
5. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.
6. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this

Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

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

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

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

10. All other provisions of the Agreement, dated September 26, 2023 are unchanged and remain in full force and effect.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

Date: _____

Attest:

By: _____
Eric Stuckey, City Administrator

Date: _____

APPROVED AS TO FORM BY:

J. Blake Harper, Staff Attorney

CDM SMITH:

By: _____

Title: _____

Date: _____



210 25th Avenue North
Suite 1102
Nashville, TN 37203
tel: 615-320-3161

March 22, 2024

Brian Goodwin, PE
Assistant Director of Water Management
City of Franklin
124 Lumber Drive
Franklin, Tennessee 37064

Subject: Sanitary Sewer System Model Assistance
Mayes Creek Basin Planning Updates

Dear Brian:

CDM Smith has been pleased to support the City of Franklin on the Phase II Sanitary Sewer System Model Assistance to date and appreciates the opportunity to continue to support the City collection system planning and expansion into the future. As requested, CDM Smith is submitting the following scope of work to provide continuing services for the Sanitary Sewer System Model, including re-calibration of the existing sanitary sewer model based on the monitoring performed by the City. The scope of services for the work shall be as described herein. Updates regarding the generation of plan and profile drawings and the resulting fees have been added as of March 2024.

Scope of Work

CDM Smith will provide support to the City for the following items:

CDM Smith will develop a planning-level sanitary sewer basin study for the Mayes Creek drainage basin within and adjacent to the City of Franklin. This plan will include sanitary sewer layouts, potential force main alignments, estimates of conveyance sizes, an analysis of potential conflicts and implementation challenges, and flow estimates for future planning horizons. Deliverables will include a technical memorandum, maps and GIS files, and an EPA-SWMM model of the proposed system. The model can be used as a baseline for the application of CDM Smith's Capacity Analysis Tool (CAT), which is useful for estimating the impacts of development on sanitary sewer flow and the overall capacity of the collection system. Additional support for the CAT's implementation and updates is covered under an active on-call contract that the City maintains with CDM Smith.

Services:





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Data Gathering and Analysis: The data required to compile the plan will be collected and modified as needed. Publicly available datasets such as LiDAR, wetlands, and soil data will be collected and processed. Datasets such as parcels, UGB boundaries, and utility/transportation data will be provided by the City. Available planning documents such as Envision Franklin, previous master plans, and technical documents related to flow development will be reviewed. Parcels with anticipated development will be identified and routing for future flows from these parcels will be determined. This task is anticipated to begin as soon as a Notice to Proceed is provided and will take approximately one month.

Key sub-tasks and personnel:

Data Gathering and Analysis: Data required for the development of the plan will be collected by the Engineer with the City's assistance as needed. *Engineer 6, 20 hours; Engineer 2, 40 hours.*

Flow Development and Routing Study: A high-level conveyance network for the Mayes Creek basin will be developed based on topography, proximity to streams/wetlands, and easement availability. Sizing of conveyances will be based on slope, anticipated development flows, and existing development. This task is anticipated to begin during the data analysis phase and will take approximately two months.

Key sub-tasks and personnel:

Flow Development: Flow factors will be developed based on previous plans and industry standards. Future flows will be estimated for all parcels anticipated to be tributary to Mayes Creek at near-future time horizons of ten- and twenty-year periods; as well as at a buildout scenario. *Engineer 6, 40 hours; Engineer 2, 20 hours.*

Network Routing Development: Routing and layout of future conveyances will be performed. Pump station locations and force main routings required to deliver interim flow to the existing system will be provided. Deliverables will include GIS layers and a SWMM model with flows applied based on the previous subtask. *Senior Engineer, 20 hours; Engineer 6, 80 hours; Engineer 2, 80 hours.*

Profile Generation: Future conveyance profiles generated in the Network Routing sub-task will be exported to CAD and provided in a series of plan and profile drawings at the appropriate scale based on interceptor extents. Drawings will be referenced to local features including but not limited to roads, streams, and structures. Deliverables will include digital CAD files of the proposed interceptors. *Engineer 4, 155 hours.*



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Technical Memorandum and Plan Development: A review of local and state regulations for disposal, decentralized operations, and permitting will be performed. A technical memorandum summarizing the proposed future network and flows will be compiled. This task is anticipated to begin concurrent with the routing study and take three months from the completion of the model network.

Key sub-tasks and personnel:

Plan Development: Methodology, findings, and recommendations will be compiled into a technical memorandum. The memorandum will include estimates of lengths and sizes for conveyance in the basin and will include alternatives for regional pump stations and force main configurations. The impact of flow routing on the current and proposed future system will be assessed. An analysis of current treatment/disposal options and policy development will also be included. Figures related to the plan will be provided. *Senior Engineer, 20 hours; Engineer 6, 80 hours; Engineer 2, 40 hours.*

CAT Development Table: A list of known developments will be compiled in a format that can be used by the Capacity Analysis Tool, featuring the appropriate load point, characterization of flows, and peaking factor. *Engineer 2, 8 hours.*

Schedule

Based on the time frame of the proposed tasks, the project is anticipated to be completed by the end of June 2024. Deliverables and reviews will be coordinated with City staff.

Billing

CDM Smith will bill the project on a monthly basis on a time and materials basis, according to the attached billing rate table. For each monthly invoice, CDM Smith will submit a monthly progress report and update on project status and deliverables. Billing Rate escalation may be requested on an annual basis; the escalation of the billing rates shall never exceed 3% per category, per year.

As outlined in the scope of work summary, the table includes the estimates of total hours and costs for each of the proposed tasks.



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Task Name	Project Manager	Technical Specialist	Engineer VI	Engineer IV	Engineer II	Accounting /Admin	Total Hours	Cost (\$)
Data Gathering and Analysis			20		40		60	\$8,800
Flow Development and Routing Study		16	70	155	100		341	\$54,400
Technical Memorandum and Plan Development		4	54		40		98	\$15,920
Meetings, Technical Review, and Project Management	16					16	32	\$5,680
Total not to exceed:	16	20	144	155	180	16	376	\$84,800

CDM Smith Labor Billing Rates:

Project Billing Rates	
Officer	\$260
Project Manager	\$250
Senior Technical Specialist	\$260
Technical Specialist	\$250
Senior Engineer/Scientist	\$220
Engineer/Scientist VII	\$200
Engineer/Scientist VI	\$180
Engineer/Scientist V	\$170



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Engineer/Scientist IV	\$160
Engineer/Scientist III	\$145
Engineer/Scientist II	\$130
Engineer/Scientist I	\$120
Junior Engineer	\$110
Project Accounting	\$105
Administrative	\$105

Thank you again for this opportunity to work with you and the City of Franklin staff on this project. Please feel free to call Aaron or Zack if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "DM", with a long horizontal flourish extending to the right.

David Mason, PE, PMP
Project Manager

Enclosure

cc: Zack Daniel, CDM Smith
Aaron Rogge, CDM Smith



File #: 21-0381

DATE: June 19, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Resolution 2024-57, A Resolution To Approve Temporary Median Barrier Installation On SR-96 (Murfreesboro Rd) Between Royal Oaks And Interstate 65

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-57, a resolution to approve installation of temporary median barrier with flexible delineators along SR-96 (Murfreesboro Rd) between Royal Oaks and I-65.

BACKGROUND/STAFF COMMENTS:

In the Spring of 2020, the Vintage Franklin development was approved by the Planning Commission and the Board of Mayor and Aldermen. In the development's traffic impact study, a transportation safety mitigation project proposed the installation of a concrete median on SR-96 (Murfreesboro Road) between Royal Oaks and I-65 where the crash rate was over 3 times the statewide average, at that time. This project was part of the development conditions of approval for when the office building on Riverside Drive was constructed. This office building has no timetable to be constructed. This section of roadway continues to be the highest vehicular crash location in the City and was identified for study by TDOT in July of 2022. At that same time, a TDOT repaving project was happening and TDOT proposed a less invasive striping solution to further discourage left turns along this section of roadway. The section was restudied in April 2024 and found that the striping and hatching has made zero reductions in left turn crashes and in fact, the crash rate has increased slightly since the striping was implemented. The crash rate is now over four times the statewide average for this type of roadway and is still the number one crash area in the City of Franklin.

FINANCIAL IMPACT:

TDOT has proposed to pay for the temporary curbing with flexible delineators as long as the City of Franklin installs the device. The cost of installation could be handled under existing annual budgets.

RECOMMENDATION:

Staff recommends that Resolution 2024-57 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2024-57

**A RESOLUTION TO APPROVE TEMPORARY MEDIAN BARRIER INSTALLATION ON SR-96
(MURFREESBORO RD) BETWEEN ROYAL OAKS BLVD AND I-65**

WHEREAS, in March 2020, the traffic engineering consultant for the Vintage Franklin development identified a safety project to install a concrete median along SR-96 (Murfreesboro Road) between Royal Oaks Blvd and Interstate 65 as part of the development's transportation safety mitigation to address above average left turn vehicle crashes; and

WHEREAS, said safety project has been delayed until the construction of the Riverside Drive office building that was included in the Vintage Franklin development; and

WHEREAS, this section of SR-96 (Murfreesboro Road) between Royal Oaks Blvd and I-65 continues to be the number one location for vehicle crashes in the City of Franklin being over four times above the statewide average for this roadway type; and

WHEREAS, in July of 2022, TDOT identified this area as a high crash area to study installation of a permanent center median; and

WHEREAS, in July of 2022, as part of TDOT's SR-96 repaving project, TDOT implemented a new striping treatment to discourage left turn movements to see if it would have any effect on reducing vehicular crashes; and

WHEREAS, in April of 2024, a crash analysis was performed showing zero reduction in the crash rate for this section with the new striping treatment; and

WHEREAS, in May of 2024, TDOT and the City of Franklin Traffic Engineer have proposed a solution of temporary curbing with flexible delineators for this section of roadway to reduce left turn vehicle crashes.

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

The temporary curbing with flexible delineators shall be installed at the location specified in Exhibit A.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2024.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

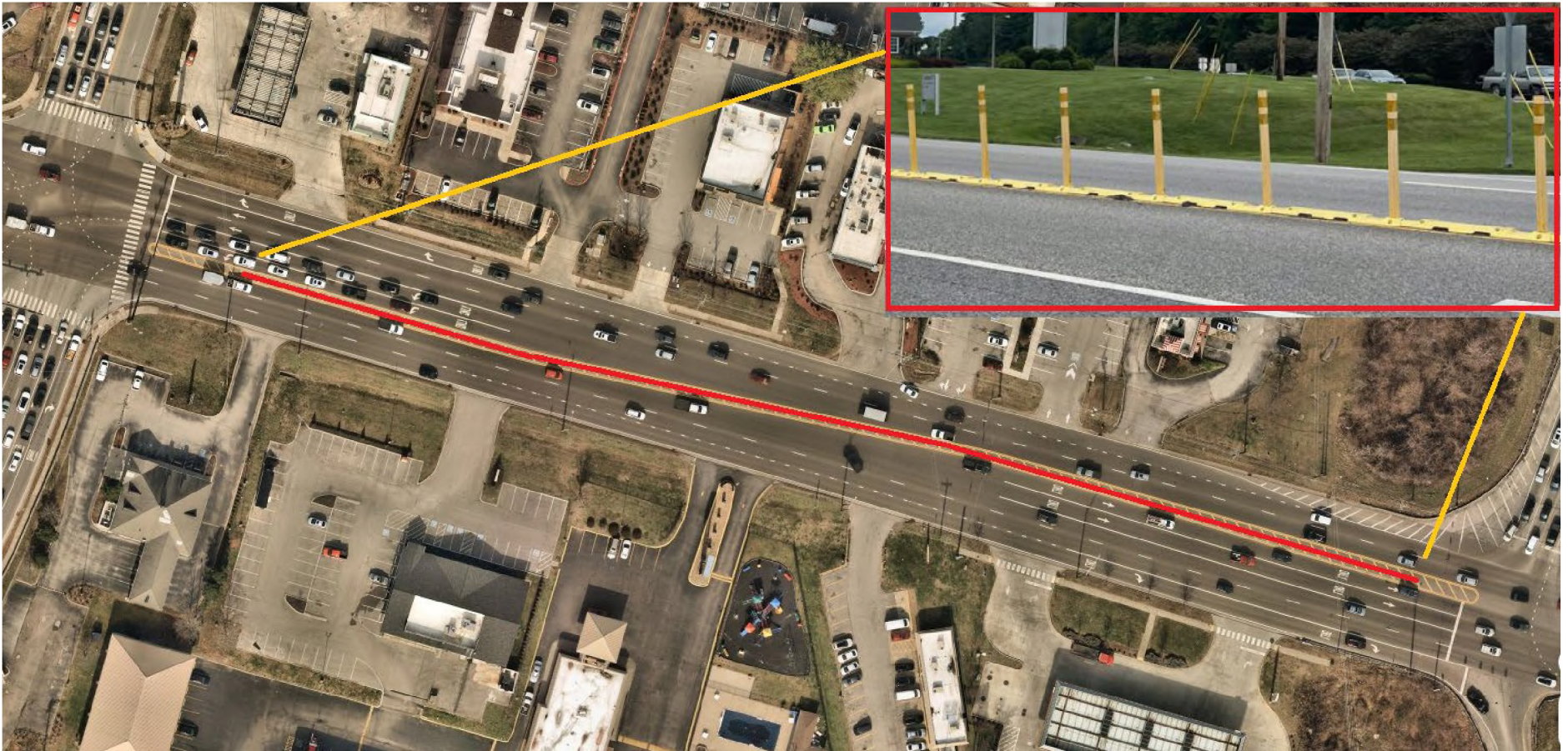
By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form:

By: _____
William E. Squires
Assistant City Attorney

EXHIBIT A



DATE: April 5, 2024

TO: TDOT Region 3 Traffic Operations Division

FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT: SR-96 (Murfreesboro Rd) from Royal Oaks to I-65 Turn Restriction Treatment

Purpose

The purpose of this memo is to summarize the crash data for the subject section of roadway and collaborate with the Tennessee Department of Transportation (TDOT) to implement further safety measures to restrict turning movements along this section of roadway.

Background

The section of SR-96 (Murfreesboro Road) from Royal Oaks to I-65 continues to be the highest crash rate area in the City of Franklin. While crashes are a majority property damage (minor), there have been both minor injuries and serious injuries reported. On average, between 40 and 50 crashes per year are reported in this section. This accounts to almost one crash per week per year.



Figure 1 Crash Analysis Location

In the Fall of 2022, and as seen in Figure 1, TDOT completed a repaving of this section and added a hatched area in the median to try and emphasize that left turning movements are discouraged for

this section, and to see if the pavement markings would help reduce left turn movements and crashes in this area. This first step was implemented as an alternative that could be added at no cost with the repaving project TDOT was performing at that time.

A year of crash data has now been collected since the implementation of this hatched median for a before/after analysis.

Analysis

Over the last five years, this section of roadway is Franklin's highest crash area (and crash rate) in the City, as shown circled in Figure 2.

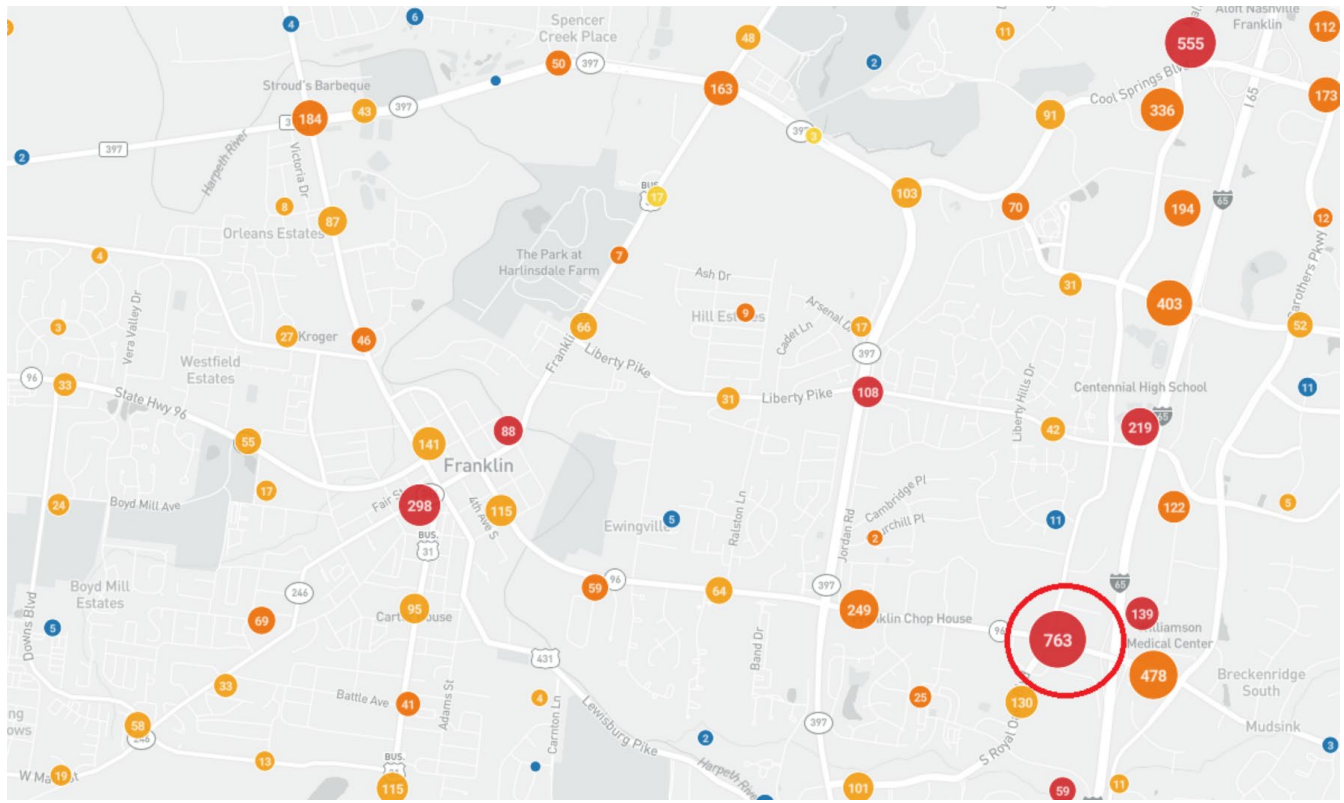


Figure 2 Five Year Crash History - Franklin, TN – Location Circled

The following tables represent crash rates on SR-96 in this section of roadway before and after the pavement marking (hatching). Table 1 represents the crash rate before the hatching was completed, and Table 2 shows 2023, the year after the hatching was completed.

State Route 96, Williamson County			LM 12.880 to 13.040	
Section - Royal Oaks Blvd to I-65 Interchange				
93 Crashes	- 2021 to 2023	Actual	- 13.848	Acc/MVM
State Average	- 3.223 Acc/MVM	Critical	- 4.909	Acc/MVM
A/S Ratio	= 4.30	A/C Ratio	= 2.82	

Table 1 2021 to 2023 (Prior to Hatching)

State Route 96, Williamson County			LM 12.880 to 13.040	
Section - Royal Oaks Blvd to I-65 Interchange				
50 Crashes	- 2023 to 2024	Actual	- 14.890	Acc/MVM
State Average	- 3.223	Acc/MVM	Critical	- 5.652
A/S Ratio	= 4.62		A/C Ratio	= 2.63

Table 2 2023 to 2024 (After Hatching)

As one can see from the analysis, the median hatching has been ineffective as to reducing the crash rate. In fact, it has gone up a bit from the prior years. The actual crash rate for this section is almost five times the state average for an urban multilane state route.

Conclusions & Recommendations

In 2020, the Vintage Franklin development, located along Oak Meadow Drive, included in their Traffic Impact Analysis (TIA) a recommendation restricting left turn movements along SR-96 from Royal Oaks to I-65, citing the unusually high crash rate during their safety analysis for the development. As a condition of approval, the developer was to install a concrete rolled curb median along this section, however, this condition was not to be implemented until the office building phase of the project was completed. That office building construction timeline is unknown, and likely years away from being constructed. This information was relayed to TDOT when discussing the hatching in 2022.

Since this roadway section continues to be the City's highest crash rate area, the City of Franklin recommends implementing near-term solutions to reduce the crash rate. As a possible solution, and as discussed with TDOT, 1000' of temporary curbing with flexible delineators could be installed along the center of the hatched median (TDOT Pay Item 712-12.10). It is estimated that the cost for this measure is approximately \$65 per linear foot, for a total estimate of \$65,000 for this work. The advantages of this temporary solution are the following:

1. Survey would not be required for installation to ensure proper stormwater drainage. This type of curbing has drain holes to allow water to pass through.
2. Flexible delineators allow for emergency vehicles to 'push through' to access businesses on each side of the roadway as necessary.
3. Should it be found that the temporary curbing either creates an issue, or proves to be effective in reducing crashes, a more permanent solution, such as what is required of the Vintage Franklin developer, can be implemented – or it can be removed.

The permanent median concept was presented to the Board of Mayor and Alderman as part of the Vintage at Watson glen PUD Subdivision. At the time, there was no major objection with our elected officials. If the state is willing to implement and fund this temporary solution, city staff would be more than willing to obtain approval from our Board of Mayor and Alderman to ensure TDOT has local support. In addition, we would work with future development to fund the installation of a rolled curb concrete median as a permanent solution as planned. Please let us know if this temporary solution is an option that TDOT can support and fund.



Figure 3 Example of Temporary Curbing with Delineators

From: [Zane Pannell](#)
To: [Adam Moser](#)
Cc: [Nathan Vatter](#); [Jordan Burress](#)
Subject: SR 96 curbed delineators
Date: Monday, May 20, 2024 10:40:22 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Adam,

Are you all still wanting to install curbed delineators along SR 96 between I-65 and Royal Oaks? Based on my discussion with Nathan, TDOT would purchase the delineators and provide traffic control if the City of Franklin can install. I'm looking to purchase about 1,100 feet. Here's an example below of what I had in mind but able to handle drainage.





Zane Pannell | Traffic Operations Manager
Region 3 Traffic Operations
6601 Centennial Blvd. Nashville, TN 37243-0360
615-741-6538
Zane.pannell@tn.gov
tn.gov/tdot

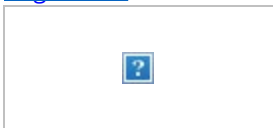
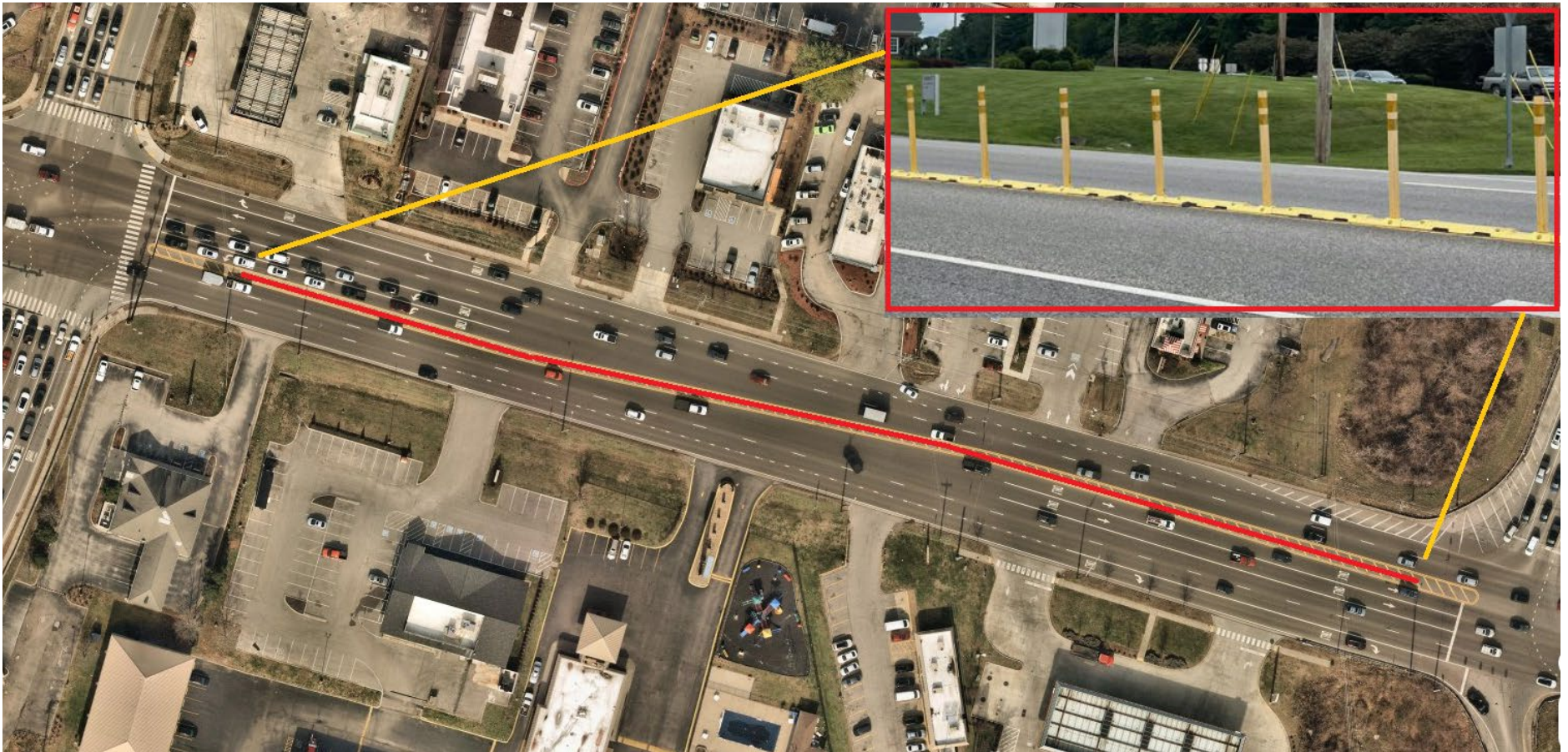


EXHIBIT A





File #: 21-06367

DATE: March 21, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of DRAFT Change Order 1 (Final Change Order And Project Closeout) To COF Contract No. 2019-0230, A Construction Contract With Civil Constructors, LLC For The Franklin Road Corridor Improvements Project (COF Project No. 07ST00015) For A Time Extension Of 75 Days And A Cost Decrease Of \$612,103.90

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning DRAFT Change Order No. 1 (Final Change Order and Project Closeout) to COF Contract No. 2019-0230, with Civil Constructors, LLC, for the Franklin Road Corridor (Streetscape) Improvements Project.

BACKGROUND/STAFF COMMENTS:

On June 23, 2020, the BOMA awarded, via Resolution 2020-32, the construction contract (COF Contract No. 2019-0230) for the Franklin Road Corridor (Streetscape) Improvements Project to Civil Constructors, LLC in the bid amount of \$12,793,820.10 and 730 contract calendar days. The construction Notice to Proceed was issued on July 27, 2020, which required a substantial completion date of July 26, 2022 (730 contract calendar days later). Ultimately, the project was deemed substantially complete on May 11, 2023.

This Change Order No. 1 (Final Change Order and Project Closeout) adjusts final contract line-item quantities, adds additional field order line items required during construction, and includes a time extension of 75 calendar days to the contract. The time extension of 75 days allows for additional Middle Tennessee Electric (MTE) manhole design & fabrication lead times, Comcast relocation delays, Atmos gas main cold weather delays, Pilgrimage festival site cleanup & safety preparation, additional reworking of sidewalk, and other minor delays impacting the contractor's ability to work. With the time extension of 75 calendar days, the allowable contract time becomes 805 calendar days (contract completion by October 9, 2022). Because the project was not completed by October 9, 2022, Liquidated Damages were assessed at \$2,000 per day from the new Change Order No. 1 contract completion date of October 9, 2022, until the official substantial completion, which was achieved on May 11, 2023. There are 214 calendar days of Liquidated Damages totaling a contract

deduction of \$428,000.00, which are reflected within the final project invoice and Change Order No. 1 backup data.

Change Order No. 1 details can be found in the attached change order document.

FINANCIAL IMPACT:

The original contract bid amount was \$12,793,820.10. This Change Order No. 1 is for a total cost decrease of \$612,103.90 (includes the \$428,000.00 in liquidated damages deduction). The final contact amount for project closeout will now be \$12,181,716.20.

RECOMMENDATION:

Staff recommends that Change Order 1 to COF Contract No. 2019-0230 be recommended to the Board of Mayor and Aldermen for approval.

CHANGE ORDER NO.: 1 and FINAL

Owner:	<u>City of Franklin, TN</u>
Engineer:	
Contractor:	<u>Civil Constructors, LLC</u>
Project Name:	<u>Franklin Road Corridor (Streetscape) Improvements</u>
Owner's Contract No.:	<u>COF 2019-0230</u>
Date Issued:	<u>June 27, 2024</u>
Effective Date of Change Order:	<u>August 13, 2024</u>

The Contract is modified as follows upon execution of this Change Order:

Description: **Change Order No. 1 (Final Change Order and Project Closeout)** is to adjust final contract line-item quantities, add additional field order line items, and include a time extension of 75 calendar days to the contract. Original contract start date was July 27, 2020, allowing the contractor 730 calendar days to complete the project by July 26, 2022. Substantial completion was achieved on May 11, 2023. With the time extension of 75 calendar days, this brings the approved contract time allowance to 805 calendar days (October 9, 2022). Liquidated Damages were assessed at \$2,000 per day from the new contract completion date of October 9, 2022, until official substantial completion on May 11, 2023 (214 calendar days @ \$2,000/day totaling \$428,000.00 in liquated damages shown within the final project invoice and Change Order No. 1 backup data).

Attachments: **Approved Pay Application 40 (Final Invoice)**

Change in Contract Price		Change in Contract Times [State Contract Times as number of days]	
Original Contract Price:		Original Contract Times:	
\$ <u>12,793,820.10</u>		Substantial Completion:	<u>July 26, 2022</u>
		Ready for final payment:	<u>730 Calendar Days</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ <u>0</u>		Substantial Completion:	<u>N/A</u>
		Ready for final payment:	<u>N/A</u>
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <u>12,793,820.10</u>		Substantial Completion:	<u>July 26, 2022</u>
		Ready for final payment:	<u>730 Calendar Days</u>
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ <u>-612,103.90</u>		Substantial Completion:	<u>October 9, 2022</u>
		Ready for final payment:	<u>805 Calendar Days</u>
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <u>12,181,716.20</u>		Substantial Completion:	<u>October 9, 2022</u>
		Ready for final payment:	<u>805 Calendar Days</u>

Recommended by Engineer

By: William Banks, P.E.

Recommended by Department Director

By: Paul Holzen, P.E.

MODIFIED - EJCDC® C-941, Change Order.

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EJCDC - 00941

Page 1 of 2

Signature:	_____	Signature:	_____
Title:	Staff Engineer	Title:	Engineering Director
Date:	_____	Date:	_____

Contractor Approval		Authorized by Owner	
By:	_____	By:	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

DRAFT

APPLICATION FOR PAYMENT - SUMMARY

To:	City of Franklin Engineering Department 109 3rd Avenue South, Suite 133 Franklin, TN 37064	From:	Civil Constructors, LLC P.O. Box 685 Franklin, TN 37065	COF Contract #:	2019-0230
Attn:	William Banks			Invoice #:	40
				Invoice Date:	5/15/24
				From Est. Period:	2/26/24
				To Est. Period:	5/15/24
		Project Name:	Franklin Road Corridor (Streetscape) Improvements	COF Project #:	07ST00015

CONTRACTOR OR DULY AUTHORIZED REPRESENTATIVE APPLICATION FOR PAYMENT AND CERTIFICATION

To the best of my knowledge and belief, I certify that all items, unit quantities, and prices of work and materials shown on this Periodic Estimate are correct, all work has been performed, all materials have been supplied in full accordance with the terms and conditions of the corresponding construction Contract documents between the undersigned as Contractor and the City of Franklin as Owner, and all authorized changes thereto; that the following is a true and correct statement of the contract amount up to and including the last day of the period covered by this estimate and that no part of the "Total Amount Due This Estimate" has been received.

Original Contract Amount:
Net Change by Change Order(s):
Contract Amount to Date:

\$	12,793,820.10	1. Total Work Completed to Date	\$	12,181,716.20
\$	-	2. 5 % Retainage	\$	-
\$	12,793,820.10	3. Total Earned Less Retainage	\$	12,181,716.20
		4. Less Previous Payments	\$	12,176,216.20
		5. Total Amount Due This Estimate	\$	5,500.00

Change Order Summary:

No.	Dated:	\$
No.	Dated:	\$
No.	Dated:	\$

I further certify that all claims outstanding, as of the date against the undersigned as Contractor, for Labor, Materials, and Expendable Equipment employed in the performance of said contract up to this date have been paid in full in accordance with the requirements of said Contract.

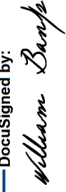
Name (Print): Adam Charriere
Title: Project Manager
Date: 5/15/2024
Signature: Adam Charriere

ENGINEER / CONSTRUCTION MANAGEMENT RECOMMENDATION FOR PAYMENT

I certify that I have verified this Periodic Estimate, and that to the best of my knowledge and belief it is a true and correct statement of work performed and material supplied under the Contract and that the Contractor's certified statement of his account and the amount due him is correct and just, and that all work and materials included in this Periodical Estimate have been performed in full accordance with the terms and conditions of the corresponding construction Contract Documents and authorized changes thereto.

Name (Print):
Title:
Date:
Signature:

CITY OF FRANKLIN, TN APPROVAL FOR PAYMENT:

Name (Print): William Banks
Title: Staff Engineer
Date: 5/17/2024
Signature:  202504057044460

APPLICATION FOR PAYMENT - DETAILED INFORMATION

Project Name: Franklin Road Corridor (Streetscape) Improvements										Project #: 07ST00015		Contract #: 2019-0230		Period To: 5/15/24		Invoice #: 40	
A Pay Item	B Payment Item Description	C Unit	D Unit Price	E Total Estimated		F Previously Completed		G Complete This Period		H Total Complete to Date		I Balance to Finish					
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount				
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	\$ 180,145.00	1	\$ 180,145.00	1.00	\$ 180,145.00		\$ -	1.00	\$ 180,145.00	0	\$ -				
607-03.30S	18" PIPE CULVERT	L.F.	\$ 52.00	1,000	\$ 52,000.00	165	\$ 8,580.00		\$ -	165	\$ 8,580.00	835	\$ 43,420.00				
705-08.10	PORTABLE IMPACT ATTENUATOR NCHRP350 TL-2	EACH	\$ 8,200.00	4	\$ 32,800.00	4	\$ 32,800.00		\$ -	4	\$ 32,800.00	0	\$ -				
707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	\$ 3.00	5,000	\$ 15,000.00	3,500	\$ 10,500.00		\$ -	3,500	\$ 10,500.00	1,500	\$ 4,500.00				
712-01S	TRAFFIC CONTROL	LS	\$ 391,865.00	1	\$ 391,865.00	1.00	\$ 391,865.00		\$ -	1.00	\$ 391,865.00	0	\$ -				
712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	L.F.	\$ 62.00	900	\$ 55,800.00	1,000	\$ 62,000.00		\$ -	1,000	\$ 62,000.00	-100	\$ (6,200.00)				
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	\$ 55.00	50	\$ 2,750.00	343	\$ 18,865.00		\$ -	343	\$ 18,865.00	-293	\$ (16,115.00)				
712-04.50	BARRIER RAIL DELINEATOR	EACH	\$ 13.00	50	\$ 650.00	56	\$ 728.00		\$ -	56	\$ 728.00	-6	\$ (78.00)				
712-06	SIGNS (CONSTRUCTION)	S.F.	\$ 8.25	230	\$ 1,897.50	1,145.40	\$ 9,449.55		\$ -	1,145.40	\$ 9,449.55	-915.40	\$ (7,552.05)				
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	\$ 16.50	100	\$ 1,650.00	156	\$ 2,574.00		\$ -	156	\$ 2,574.00	-56	\$ (924.00)				
712-08.01S	UNIFORMED POLICE OFFICER (TO BE USED IF AUTHORIZED BY THE CITY)	HOUR	\$ 45.00	600	\$ 27,000.00	222	\$ 9,990.00		\$ -	222	\$ 9,990.00	378	\$ 17,010.00				
713-16.01S	CHANGEABLE MESSAGE SIGN UNIT (VER-MAC PCMS-320)	EACH	\$ 19,650.00	1	\$ 19,650.00	1	\$ 19,650.00		\$ -	1	\$ 19,650.00	0	\$ -				
713-16.04S	CHANGEABLE MESSAGE SIGN UNIT (VER-MAC PCMS-1500 PRO SERIES)	EACH	\$ 20,275.00	1	\$ 20,275.00	1	\$ 20,275.00		\$ -	1	\$ 20,275.00	0	\$ -				
717-01S	MOBILIZATION	LS	\$ 496,465.00	1	\$ 496,465.00	1	\$ 496,465.00		\$ -	1	\$ 496,465.00	0	\$ -				
202-02.01S	REMOVAL OF PIPE (4" - 30" DIAMETER)	L.F.	\$ 24.50	1,157	\$ 28,346.50	1,157	\$ 28,346.50		\$ -	1,157	\$ 28,346.50	0	\$ -				
202-03S	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC.	S.Y.	\$ 14.00	907	\$ 12,698.00	907	\$ 12,698.00		\$ -	907	\$ 12,698.00	0	\$ -				
202-03.01S	REMOVAL OF ASPHALT PAVEMENT	S.Y.	\$ 8.65	18,757	\$ 162,248.05	19,590	\$ 169,453.50		\$ -	19,590	\$ 169,453.50	-833	\$ (7,205.45)				
202-04.01S	REMOVAL OF STRUCTURES (POLES)	EACH	\$ 265.00	32	\$ 8,480.00	32	\$ 8,480.00		\$ -	32	\$ 8,480.00	0	\$ -				
202-04.02S	REMOVAL OF STRUCTURES (STORM STRUCTURES)	EACH	\$ 230.00	32	\$ 7,360.00	32	\$ 7,360.00		\$ -	32	\$ 7,360.00	0	\$ -				
202-04.03S	MISCELLANEOUS SITE ITEMS REMOVAL	LS	\$ 34,910.00	1	\$ 34,910.00	1.00	\$ 34,910.00		\$ -	1.00	\$ 34,910.00	0	\$ -				
202-08.15	REMOVAL OF CURB & GUTTER	L.F.	\$ 7.00	1,536	\$ 10,752.00	1,536	\$ 10,752.00		\$ -	1,536	\$ 10,752.00	0	\$ -				
203-06S	WATER	M.G.	\$ 8.50	2,000	\$ 17,000.00	0	\$ -		\$ -	0	\$ -	2,000	\$ 17,000.00				
204-05.16S	POTHOLES	EACH	\$ 750.00	20	\$ 15,000.00	20	\$ 15,000.00		\$ -	20	\$ 15,000.00	0	\$ -				
415-01.02	COLD PLACING OF BITUMINOUS PAVEMENT	S.Y.	\$ 10.50	1,640	\$ 17,220.00	3,175	\$ 33,337.50		\$ -	3,175	\$ 33,337.50	-1,535	\$ (16,117.50)				
707-06.01	REMOVAL OF FENCE (WOOD)	L.F.	\$ 33.60	121	\$ 4,065.60	250	\$ 8,400.00		\$ -	250	\$ 8,400.00	-129	\$ (4,334.40)				
713-15.36S	REMOVE SIGN, SUPPORT AND FOOTING	EACH	\$ 1,676.00	3	\$ 5,028.00	3	\$ 5,028.00		\$ -	3	\$ 5,028.00	0	\$ -				
802-08.03S	TREE REMOVAL	EACH	\$ 931.00	140	\$ 130,340.00	154	\$ 143,374.00		\$ -	154	\$ 143,374.00	-14	\$ (13,034.00)				
209-05	SEDIMENT REMOVAL	C.Y.	\$ 10.00	100	\$ 1,000.00	0	\$ -		\$ -	0	\$ -	100	\$ 1,000.00				
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	\$ 4.70	2,000	\$ 9,400.00	2,685	\$ 12,619.50		\$ -	2,685	\$ 12,619.50	-685	\$ (3,219.50)				
209-08.04	TEMPORARY ENHANCED SILT FENCE	L.F.	\$ 10.00	2,000	\$ 20,000.00	450	\$ 4,500.00		\$ -	450	\$ 4,500.00	1,550	\$ 15,500.00				
209-09.41	CURB INLET PROTECTION (TYPE 2)	EACH	\$ 140.00	41	\$ 5,740.00	59	\$ 8,260.00		\$ -	59	\$ 8,260.00	-18	\$ (2,520.00)				
303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	\$ 61.00	3	\$ 183.00	0	\$ -		\$ -	0	\$ -	3	\$ 183.00				
709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	\$ 76.50	68	\$ 5,202.00	0	\$ -		\$ -	0	\$ -	68	\$ 5,202.00				
740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	\$ 2.20	225	\$ 495.00	0	\$ -		\$ -	0	\$ -	225	\$ 495.00				
740-11.03	TEMPORARY SEDIMENT TUBE 18 INCH	L.F.	\$ 4.40	2,000	\$ 8,800.00	4,798	\$ 21,111.20		\$ -	4,798	\$ 21,111.20	-2,798	\$ (12,311.20)				
771-30.36	SILT FENCE	L.F.	\$ 1.90	6,000	\$ 11,400.00	900	\$ 1,710.00		\$ -	900	\$ 1,710.00	5,100	\$ 9,690.00				
801-01.07S	TEMPORARY SEEDING (WITH MULCH)	S.Y.	\$ 0.25	2,000	\$ 500.00	14,250	\$ 3,562.50		\$ -	14,250	\$ 3,562.50	-12,250	\$ (3,062.50)				
805-12.03	EROSION CONTROL BLANKET (TYPE III)	S.Y.	\$ 2.70	2,000	\$ 5,400.00	200	\$ 540.00		\$ -	200	\$ 540.00	1,800	\$ 4,860.00				
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	\$ 31.50	378	\$ 11,907.00	1,287.50	\$ 40,556.25		\$ -	1,287.50	\$ 40,556.25	-909.50	\$ (28,649.25)				
203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	\$ 15.00	718	\$ 10,770.00	718	\$ 10,770.00		\$ -	718	\$ 10,770.00	0	\$ -				
203-05S	UNDERCUTTING	C.Y.	\$ 78.50	500	\$ 39,250.00	0	\$ -		\$ -	0	\$ -	500	\$ 39,250.00				
203-10S	EMBANKMENT (COMPACTED IN PLACE)	C.Y.	\$ 15.50	5,000	\$ 77,500.00	5,000	\$ 77,500.00		\$ -	5,000	\$ 77,500.00	0	\$ -				
204-08.01	BACKFILL MATERIAL (FLOWABLE FILL)	C.Y.	\$ 300.00	100	\$ 30,000.00	121	\$ 36,300.00		\$ -	121	\$ 36,300.00	-21	\$ (6,300.00)				
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	\$ 40.00	9,325	\$ 373,000.00	11,123.18	\$ 444,927.20		\$ -	11,123.18	\$ 444,927.20	-1,798.18	\$ (71,927.20)				

APPLICATION FOR PAYMENT - DETAILED INFORMATION

Franklin Road Corridor (Streetscape) Improvements																	Project Name:	Project #:	07ST000015	Contract #:	2019-0230	Period To:	5/15/24	Invoice #:	40
A		B		C	D	E		F		G		H		I											
Pay Item	Payment Item Description	Unit	Unit Price	Total Estimated		Previously Completed		Complete This Period		Total Complete to Date		Balance to Finish													
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	%									
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	\$ 103.00	1,410	\$ 145,230.00	163.16	\$ 16,805.48	\$	-	163.16	\$ 16,805.48	11.6%	1,246.84	\$ 128,424.52	88.4%										
307-01.21	ASP. CONC. MIX (PG70-22) (BPMB-HM) GR. A-5	TON	\$ 99.00	2,776	\$ 274,824.00	23.91	\$ 2,367.09	\$	-	23.91	\$ 2,367.09	0.9%	2,752.09	\$ 272,456.91	99.1%										
307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	TON	\$ 99.00	4,006	\$ 396,594.00	4,297.46	\$ 425,448.54	\$	-	4,297.46	\$ 425,448.54	107.3%	-291.46	\$ (28,854.54)	-7.3%										
307-02.08	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2	TON	\$ 103.00	2,058	\$ 211,974.00	2,473.58	\$ 254,778.74	\$	-	2,473.58	\$ 254,778.74	120.2%	-415.58	\$ (42,804.74)	-20.2%										
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC) @ 0.30 - 0.35 GAL/SY	TON	\$ 1,043.00	28	\$ 29,204.00	0	\$ -	\$	-	0	\$ -	0.0%	28	\$ 29,204.00	100.0%										
402-02	AGGREGATE FOR COVER MATERIAL (PC) @ 8-12 LB/SY	TON	\$ 77.00	93	\$ 7,161.00	0	\$ -	\$	-	0	\$ -	0.0%	93	\$ 7,161.00	100.0%										
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC) @ 0.05 GAL/SY	TON	\$ 933.00	4	\$ 3,732.00	2.21	\$ 2,061.93	\$	-	2.21	\$ 2,061.93	55.3%	1.79	\$ 1,670.07	44.8%										
411-01.11	ACS MIX (PG64-22) GRADING E RDWY	TON	\$ 121.00	108	\$ 13,068.00	477.05	\$ 57,723.05	\$	-	477.05	\$ 57,723.05	441.7%	-369.05	\$ (44,655.05)	-341.7%										
411-02.10	ACS MIX (PG70-22) GRADING D	TON	\$ 121.00	1,289	\$ 155,969.00	1,563.54	\$ 189,188.34	\$	-	1,563.54	\$ 189,188.34	121.3%	-274.54	\$ (33,219.34)	-21.3%										
512-08	BITUMINOUS ADJUSTMENT	DOLL	\$ 1.00	-	\$ -	53,112.14	\$ 53,112.14	\$	-	53,112.14	\$ 53,112.14	794.9%	-53,112.14	\$ (53,112.14)	-694.9%										
701-01.07	EXPOSED AGGREGATE CONCRETE DRIVEWAY	S.F.	\$ 11.50	510	\$ 5,865.00	4,054	\$ 46,621.00	\$	-	4,054	\$ 46,621.00	46.2%	1,653	\$ 15,703.50	53.8%										
701-02	6" CONCRETE DRIVEWAY	S.F.	\$ 9.50	3,075	\$ 29,212.50	1,422	\$ 13,509.00	\$	-	1,422	\$ 13,509.00	46.2%	1,653	\$ 15,703.50	53.8%										
920-02.12S	2 3/4" THICK BRICK PAVERS ON CONCRETE BASE	S.F.	\$ 16.50	3,041	\$ 50,176.50	3,041	\$ 50,176.50	\$	-	3,041	\$ 50,176.50	100.0%	0	\$ -	0.0%										
930-24S	RESET EXISTING BRICK PAVERS AT 204 FRANKLIN RD.	S.F.	\$ 9.00	200	\$ 1,800.00	200	\$ 1,800.00	\$	-	200	\$ 1,800.00	100.0%	0	\$ -	0.0%										
930-25S	PAVER REPAIR	S.F.	\$ 14.50	178	\$ 2,581.00	178	\$ 2,581.00	\$	-	178	\$ 2,581.00	100.0%	0	\$ -	0.0%										
PORTLAND CEMENT CONCRETE PAVEMENT (PLAIN) 13 1/2"																									
501-01.06S	CONCRETE SIDEWALK (4")	S.Y.	\$ 160.00	147	\$ 23,520.00	147	\$ 23,520.00	\$	-	147	\$ 23,520.00	100.0%	0	\$ -	0.0%										
701-01.01S	CONCRETE SIDEWALK (4")	S.F.	\$ 8.50	28,664	\$ 243,644.00	28,440	\$ 241,740.00	\$	-	28,440	\$ 241,740.00	99.2%	224	\$ 1,904.00	0.8%										
701-01.02S	CONCRETE SIDEWALK (6")	S.F.	\$ 10.50	2,904	\$ 30,492.00	3,738	\$ 39,249.00	\$	-	3,738	\$ 39,249.00	128.7%	-834	\$ (8,757.00)	-28.7%										
701-01.10S	CONCRETE SIDEWALK (8")	S.F.	\$ 13.00	3,864	\$ 50,232.00	5,293	\$ 68,809.00	\$	-	5,293	\$ 68,809.00	137.0%	-1,429	\$ (18,577.00)	-37.0%										
701-02.03S	CONCRETE CURB RAMP	S.F.	\$ 24.00	2,381	\$ 57,144.00	4,927	\$ 118,248.00	\$	-	4,927	\$ 118,248.00	206.9%	-2,546	\$ (61,104.00)	-106.9%										
702-01.02S	CONCRETE CURB (TYPE 'A')	L.F.	\$ 26.00	459	\$ 11,934.00	127	\$ 3,302.00	\$	-	127	\$ 3,302.00	27.7%	332	\$ 8,632.00	72.3%										
702-03S	CONCRETE COMBINED CURB AND GUTTER (2.0' GUTTER)	L.F.	\$ 29.00	5,992	\$ 173,768.00	6,049	\$ 175,421.00	\$	-	6,049	\$ 175,421.00	101.0%	-57	\$ (1,653.00)	-1.0%										
GATE (16' GATES AT HARLINSDALE FARM)																									
707-08.02S	GATE (16' GATES AT HARLINSDALE FARM)	EACH	\$ 823.00	2	\$ 1,646.00	0	\$ -	\$	-	0	\$ -	0.0%	2	\$ 1,646.00	100.0%										
708-02.01	MARKERS (CONCRETE R.O.W. POSTS)	EACH	\$ 776.00	16	\$ 12,416.00	0	\$ -	\$	-	0	\$ -	0.0%	16	\$ 12,416.00	100.0%										
708-02.04S	STONE OBELISK MOVE AND RESET	EACH	\$ 3,512.00	2	\$ 7,024.00	0	\$ -	\$	-	0	\$ -	0.0%	2	\$ 7,024.00	100.0%										
791-09.07	RESTORE GRAVEL	S.Y.	\$ 23.00	50	\$ 1,150.00	0	\$ -	\$	-	0	\$ -	0.0%	50	\$ 1,150.00	100.0%										
930-05S	TRASH RECEPTACLE	EACH	\$ 3,457.00	10	\$ 34,570.00	0	\$ -	\$	-	0	\$ -	0.0%	10	\$ 34,570.00	100.0%										
930-06S	MAIL BOX MATERIALS (ALLOWANCE)	EACH	\$ 400.00	20	\$ 8,000.00	20	\$ 8,000.00	\$	-	20	\$ 8,000.00	100.0%	0	\$ -	0.0%										
930-07S	MAX BOX INSTALLATION	EACH	\$ 219.00	20	\$ 4,380.00	20	\$ 4,380.00	\$	-	20	\$ 4,380.00	100.0%	0	\$ -	0.0%										
930-11S	PROPOSED STAIRS (STATION 77+8.48, 29.0' R)	C.Y.	\$ 1,817.00	4	\$ 7,268.00	4	\$ 7,268.00	\$	-	4	\$ 7,268.00	100.0%	0	\$ -	0.0%										
930-12S	RESET STONE COLUMN AT MYLES MANOR COURT + WINSLOW ROAD	EACH	\$ 2,030.00	4	\$ 8,120.00	4	\$ 8,120.00	\$	-	4	\$ 8,120.00	100.0%	0	\$ -	0.0%										
930-13S	REBUILD STONE WALL - FRANKLIN ROAD AT OLD LIBERTY PIKE (STA. 79+70 RT.)	LS	\$ 31,387.00	1	\$ 31,387.00	1	\$ 31,387.00	\$	-	1	\$ 31,387.00	100.0%	0	\$ -	0.0%										
930-14S	REBUILD STONE WALL, COLUMNS AND GATES (APPROX. STA. 73+60, LEFT)	LS	\$ 24,517.00	1	\$ 24,517.00	0	\$ -	\$	-	0	\$ -	0.0%	1	\$ 24,517.00	100.0%										
930-18S	BUSINESS SIGN: MAPCO GAS STATION (TRACT #19)	EACH	\$ 7,902.00	1	\$ 7,902.00	1	\$ 7,902.00	\$	-	1	\$ 7,902.00	100.0%	0	\$ -	0.0%										
930-19S	SIGN PANELS FOR MAPCO GAS STATION (TRACT #19) (ALLOWANCE)	EACH	\$ 2,500.00	2	\$ 5,000.00	2	\$ 5,000.00	\$	-	2	\$ 5,000.00	100.0%	0	\$ -	0.0%										
930-20S	BUSINESS SIGN: MCCALL AND SONS CARPET ONE (TRACT #20)	EACH	\$ 6,475.00	1	\$ 6,475.00	0	\$ -	\$	-	0	\$ -	0.0%	1	\$ 6,475.00	100.0%										
930-21S	SIGN PANELS FOR MCCALL AND SONS CARPET ONE (TRACT #20) (ALLOWANCE)	EACH	\$ 2,500.00	2	\$ 5,000.00	0	\$ -	\$	-	0	\$ -	0.0%	2	\$ 5,000.00	100.0%										
930-22S	SUBDIVISION SIGN: HARPETH MEADOWS	EACH	\$ 4,939.00	1	\$ 4,939.00	1	\$ 4,939.00	\$	-	1	\$ 4,939.00	100.0%	0	\$ -	0.0%										

APPLICATION FOR PAYMENT - DETAILED INFORMATION

Franklin Road Corridor (Streetscape) Improvements													Project #:	07ST00015	Contract #:	2019-0230	Period To:	5/15/24	Invoice #:	40
A		B		C	D	E		F		G		H		I						
Pay Item	Payment Item Description	Unit	Unit Price	Total Estimated		Previously Completed		Complete This Period		Total Complete to Date		% Complete to Date		Quantity	Amount	%				
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	%								
930-23S	SIGN PANELS FOR HARPETH MEADOWS (ALLOWANCE)	EACH	\$ 2,500.00	2	\$ 5,000.00	2	\$ 5,000.00	-	\$ -	2	\$ 5,000.00	100.0%	0	\$ -	0.0%					
930-24S	BUSINESS SIGN: MAFIAOZA'S (TRACT #21)	EACH	\$ 6,475.00	1	\$ 6,475.00	1	\$ 6,475.00	-	\$ -	1	\$ 6,475.00	100.0%	0	\$ -	0.0%					
930-25S	SIGN PANELS FOR MAFIAOZA'S (TRACT #21) (ALLOWANCE)	EACH	\$ 2,500.00	2	\$ 5,000.00	2	\$ 5,000.00	-	\$ -	2	\$ 5,000.00	100.0%	0	\$ -	0.0%					
930-27S	FOUR RAIL FENCE	L.F.	\$ 43.50	460	\$ 20,010.00	460	\$ 20,010.00	-	\$ -	460	\$ 20,010.00	100.0%	0	\$ -	0.0%					
708-02.04S	(EXISTING SIGN) MOVE AND RESET	EACH	\$ 713.00	2	\$ 1,426.00	2	\$ 1,426.00	-	\$ -	2	\$ 1,426.00	100.0%	0	\$ -	0.0%					
713-11.02S	KNOCKOUT SQUARE TUBE POST	LB.	\$ 9.25	1,128	\$ 10,434.00	1,000	\$ 9,250.00	-	\$ -	1,000	\$ 9,250.00	88.7%	128	\$ 1,184.00	11.3%					
713-13.02S	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	\$ 21.50	216	\$ 4,644.00	218	\$ 5,184.08	-	\$ -	241.12	\$ 5,184.08	111.6%	-25.12	\$ (540.08)	-11.6%					
713-14.21S	STREET NAME SIGN (RIGID 0.100 IN THICK)	S.F.	\$ 844.00	26	\$ 21,944.00	148	\$ 124,912.00	-	\$ -	148	\$ 124,912.00	569.2%	-122	\$ (102,968.00)	-469.2%					
713-16.20S	SIGNS (SIGN FRAME)	EACH	\$ 106.00	47	\$ 4,982.00	9	\$ 954.00	-	\$ -	9	\$ 954.00	19.1%	38	\$ 4,028.00	80.9%					
716-16.21S	SIGNS (2.25" SQUARE SLEEVE WITH CITY LOGOS)	EACH	\$ 1,207.00	29	\$ 35,003.00	29	\$ 35,003.00	-	\$ -	29	\$ 35,003.00	100.0%	0	\$ -	0.0%					
730-23.64S	CANTILEVER SIGNAL SUPPORT AND EQUIPMENT (1 ARM @ 30' FOR SCHOOL FLASHER)	EACH	\$ 27,390.00	2	\$ 54,780.00	2	\$ 54,780.00	-	\$ -	2	\$ 54,780.00	100.0%	0	\$ -	0.0%					
716-02.03	PLASTIC PAVEMENT MARKING (CROSS WALK)	L.F.	\$ 6.50	829	\$ 5,388.50	829	\$ 5,388.50	-	\$ -	829	\$ 5,388.50	100.0%	0	\$ -	0.0%					
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	\$ 33.00	364	\$ 12,012.00	364	\$ 12,012.00	-	\$ -	364	\$ 12,012.00	100.0%	0	\$ -	0.0%					
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	\$ 22.00	224	\$ 4,928.00	224	\$ 4,928.00	-	\$ -	224	\$ 4,928.00	100.0%	0	\$ -	0.0%					
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	\$ 219.00	31	\$ 6,789.00	31	\$ 6,789.00	-	\$ -	31	\$ 6,789.00	100.0%	0	\$ -	0.0%					
716-02.07	PLASTIC PAVEMENT MARKING (24" BARRIER LINE)	L.F.	\$ 16.50	19	\$ 313.50	19	\$ 313.50	-	\$ -	19	\$ 313.50	100.0%	0	\$ -	0.0%					
716-03.01	PLASTIC WORD PAVEMENT MARKING (ONLY)	EACH	\$ 549.00	6	\$ 3,294.00	6	\$ 3,294.00	-	\$ -	6	\$ 3,294.00	100.0%	0	\$ -	0.0%					
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	\$ 439.00	2	\$ 878.00	2	\$ 878.00	-	\$ -	2	\$ 878.00	100.0%	0	\$ -	0.0%					
716-04.05	PLASTIC PAVEMENT MARKING (STRAIGHT ARROW)	EACH	\$ 219.00	2	\$ 438.00	2	\$ 438.00	-	\$ -	2	\$ 438.00	100.0%	0	\$ -	0.0%					
716-04.11	PLASTIC PAVEMENT MARKING (BIKELANE SYMBOL & ARROW)	EACH	\$ 439.00	18	\$ 7,902.00	18	\$ 7,902.00	-	\$ -	18	\$ 7,902.00	100.0%	0	\$ -	0.0%					
716-13.01	SPRAY THERMO PAVEMENT MARKING (60 MIL), (4" LINE - SSWL, SSYL, DSYL, SBYL & SDWL)	L.M.	\$ 3,292.00	2.85	\$ 9,382.20	2.85	\$ 9,382.20	-	\$ -	2.85	\$ 9,382.20	100.0%	0	\$ -	0.0%					
716-13.02	SSWL & SDWL - EDGE LINE)	L.M.	\$ 3,900.00	1.27	\$ 4,953.00	1.27	\$ 4,953.00	-	\$ -	1.27	\$ 4,953.00	100.0%	0	\$ -	0.0%					
607-03.02S	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	\$ 238.00	1,663	\$ 395,794.00	2,038	\$ 485,044.00	-	\$ -	2,038	\$ 485,044.00	122.5%	-375	\$ (89,250.00)	-22.5%					
607-05.02S	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	\$ 248.00	509	\$ 126,232.00	330	\$ 81,840.00	-	\$ -	330	\$ 81,840.00	64.8%	179	\$ 44,392.00	35.2%					
607-06.02S	30" CONCRETE PIPE CULVERT (CLASS III)	L.F.	\$ 258.00	1,321	\$ 340,818.00	1,056	\$ 272,448.00	-	\$ -	1,056	\$ 272,448.00	79.9%	265	\$ 68,370.00	20.1%					
611-01.02	MANHOLES, > 4' - 8' DEPTH	EACH	\$ 6,832.00	2	\$ 13,664.00	5	\$ 34,160.00	-	\$ -	5	\$ 34,160.00	250.0%	-3	\$ (20,496.00)	-150.0%					
611-01.20	ADJUSTMENT OF EXISTING MANHOLE	EACH	\$ 2,332.00	1	\$ 2,332.00	1	\$ 2,332.00	-	\$ -	1	\$ 2,332.00	100.0%	0	\$ -	0.0%					
611-07.31	18 IN. ENDWALL (SIDE DRAIN)	EACH	\$ 2,543.00	3	\$ 7,629.00	2	\$ 5,086.00	-	\$ -	2	\$ 5,086.00	66.7%	1	\$ 2,543.00	33.3%					
611-07.32	24 IN. ENDWALL (SIDE DRAIN)	EACH	\$ 3,431.00	1	\$ 3,431.00	1	\$ 3,431.00	-	\$ -	1	\$ 3,431.00	100.0%	0	\$ -	0.0%					
611-07.33	30 IN. ENDWALL (SIDE DRAIN)	EACH	\$ 6,009.00	1	\$ 6,009.00	2	\$ 12,018.00	-	\$ -	2	\$ 12,018.00	200.0%	-1	\$ (6,009.00)	-100.0%					
611-09.01	ADJUSTMENT OF EXISTING CATCH BASIN	EACH	\$ 1,399.00	4	\$ 5,596.00	0	\$ -	-	\$ -	0	\$ -	0.0%	4	\$ 5,596.00	100.0%					
611-12.01	CATCH BASINS, TYPE 12, 0' - 4' DEPTH	EACH	\$ 3,430.00	7	\$ 24,010.00	8	\$ 27,440.00	-	\$ -	8	\$ 27,440.00	114.3%	-1	\$ (3,430.00)	-14.3%					
611-12.02	CATCH BASINS, TYPE 12, > 4' - 8' DEPTH	EACH	\$ 4,406.00	30	\$ 132,180.00	35	\$ 154,210.00	-	\$ -	35	\$ 154,210.00	116.7%	-5	\$ (22,030.00)	-16.7%					
611-12.03	CATCH BASINS, TYPE 12, > 8' - 12' DEPTH	EACH	\$ 6,173.00	1	\$ 6,173.00	2	\$ 12,346.00	-	\$ -	2	\$ 12,346.00	200.0%	-1	\$ (6,173.00)	-100.0%					
611-14.02	CATCH BASINS, TYPE 14, > 4' - 8' DEPTH	EACH	\$ 6,744.00	3	\$ 20,232.00	5	\$ 33,720.00	-	\$ -	5	\$ 33,720.00	166.7%	-2	\$ (13,488.00)	-66.7%					
611-42.01	CATCH BASINS, TYPE 42, 0 - 4' DEPTH	EACH	\$ 2,689.00	3	\$ 8,067.00	2	\$ 5,378.00	-	\$ -	2	\$ 5,378.00	66.7%	1	\$ 2,689.00	33.3%					
611-90.01S	CATCH BASINS, 15" DRAIN INLET	EACH	\$ 1,897.00	17	\$ 32,249.00	19	\$ 36,043.00	-	\$ -	19	\$ 36,043.00	111.8%	-2	\$ (3,794.00)	-11.8%					
611-90.03S	6" CLEANOUT	EACH	\$ 279.00	1	\$ 279.00	2	\$ 558.00	-	\$ -	2	\$ 558.00	200.0%	-1	\$ (279.00)	-100.0%					
710-04	FILTER CLOTH UNDERDRAIN (WITH PIPE)	L.F.	\$ 8.75	6,825	\$ 59,718.75	0	\$ -	-	\$ -	0	\$ -	0.0%	6,825	\$ 59,718.75	100.0%					
798-02.05S	12 IN. DIAMETER CONDUIT - PVC (AASHTO M 304)	L.F.	\$ 60.50	200	\$ 12,100.00	464	\$ 28,072.00	-	\$ -	464	\$ 28,072.00	232.0%	-264	\$ (15,972.00)	-132.0%					
798-02.06S	15 IN. DIAMETER CONDUIT - PVC (AASHTO M 304)	L.F.	\$ 74.50	93	\$ 6,928.50	94	\$ 7,003.00	-	\$ -	94	\$ 7,003.00	101.1%	-1	\$ (74.50)	-1.1%					
725-02.05	CLOSED CIRCUIT TELEVISION (CCTV)	EACH	\$ 6,585.00	1	\$ 6,585.00	1	\$ 6,585.00	-	\$ -	1	\$ 6,585.00	100.0%	0	\$ -	0.0%					
725-02.25	FIBER OPTIC FIELD HUB SWITCHES	EACH	\$ 1,076.00	14	\$ 15,064.00	14	\$ 15,064.00	-	\$ -	14	\$ 15,064.00	100.0%	0	\$ -	0.0%					

APPLICATION FOR PAYMENT - DETAILED INFORMATION

Franklin Road Corridor (Streetscape) Improvements																	Project #:	07ST00015	Contract #:	2019-0230	Period To:	5/15/24	Invoice #:	40
A		B		C	D	E		F		G		H		I										
Pay Item	Payment Item Description	Unit	Unit Price	Total Estimated		Previously Completed		Complete This Period		Total Complete to Date		Balance to Finish												
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	%								
725-02.30	GPS OPTICOM	EACH	\$ 9,658.00	2	\$	19,316.00	2	\$	19,316.00	\$	-	2	\$	19,316.00	100.0%	0	\$	-	0.0%					
725-05.07	FIBER OPTIC TRANSCEIVER	EACH	\$ 713.00	1	\$	713.00	0	\$	-	\$	-	0	\$	-	0.0%	1	\$	713.00	100.0%					
725-21.92	RADAR DETECTION SYSTEM (WAVETRONIX MATRIX)	EACH	\$ 22,498.00	2	\$	44,996.00	3	\$	67,494.00	\$	-	3	\$	67,494.00	150.0%	-1	\$	(22,498.00)	-50.0%					
725-23.12	FIBER OPTIC CABLE (48 F)	LF.	\$ 1.00	2,700	\$	2,700.00	2,500	\$	2,500.00	\$	-	2,500	\$	2,500.00	92.6%	200	\$	200.00	7.4%					
725-23.22	FIBER OPTIC DROP CABLE (6 STRAND LOOSE TUBE SINGLE MODE)	EACH	\$ 0.50	300	\$	150.00	300	\$	150.00	\$	-	300	\$	150.00	100.0%	0	\$	-	0.0%					
730-01.02S	REMOVAL OF SIGNAL EQUIPMENT	EACH	\$ 16,462.00	2	\$	32,924.00	2	\$	32,924.00	\$	-	2	\$	32,924.00	100.0%	0	\$	-	0.0%					
730-02.09S	LED SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	\$ 1,065.00	12	\$	12,780.00	12	\$	12,780.00	\$	-	12	\$	12,780.00	100.0%	0	\$	-	0.0%					
730-02.13S	LED SIGNAL HEAD ASSEMBLY (140 A1 WITH BACKPLATE)	EACH	\$ 1,224.00	2	\$	2,448.00	2	\$	2,448.00	\$	-	2	\$	2,448.00	100.0%	0	\$	-	0.0%					
730-02.14S	LED SIGNAL HEAD ASSEMBLY (140 A4 WITH BACKPLATE)	EACH	\$ 1,202.00	2	\$	2,404.00	2	\$	2,404.00	\$	-	2	\$	2,404.00	100.0%	0	\$	-	0.0%					
730-02.17S	LED SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	\$ 1,493.00	2	\$	2,986.00	2	\$	2,986.00	\$	-	2	\$	2,986.00	100.0%	0	\$	-	0.0%					
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	\$ 933.00	10	\$	9,330.00	14	\$	13,062.00	\$	-	14	\$	13,062.00	140.0%	-4	\$	(3,732.00)	-40.0%					
730-03.23	INSTALL PULL BOX (FIBER OPTIC-TYPE A)	EACH	\$ 2,015.00	3	\$	6,045.00	5	\$	10,075.00	\$	-	5	\$	10,075.00	166.7%	-2	\$	(4,030.00)	-66.7%					
730-03.24	INSTALL PULL BOX (FIBER OPTIC-TYPE B)	EACH	\$ 2,711.00	3	\$	8,133.00	3	\$	8,133.00	\$	-	3	\$	8,133.00	100.0%	0	\$	-	0.0%					
730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	\$ 5,487.00	2	\$	10,974.00	2	\$	10,974.00	\$	-	2	\$	10,974.00	100.0%	0	\$	-	0.0%					
730-05.02	SERVICE CABLE (2 CONDUCTOR, #8 AWG)	LF.	\$ 1.30	30	\$	39.00	40	\$	52.00	\$	-	40	\$	52.00	133.3%	-10	\$	(13.00)	-33.3%					
730-08.01	SIGNAL CABLE - 3 CONDUCTOR	LF.	\$ 0.30	1,151	\$	345.30	2,980	\$	894.00	\$	-	2,980	\$	894.00	258.9%	-1,829	\$	(548.70)	-158.9%					
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	LF.	\$ 0.50	873	\$	436.50	2,990	\$	1,495.00	\$	-	2,990	\$	1,495.00	342.5%	-2,117	\$	(1,058.50)	-242.5%					
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	LF.	\$ 0.80	1,762	\$	1,409.60	2,080	\$	1,664.00	\$	-	2,080	\$	1,664.00	118.0%	-318	\$	(254.40)	-18.0%					
730-08.04	SIGNAL CABLE - 9 CONDUCTOR	LF.	\$ 0.90	685	\$	616.50	865	\$	778.50	\$	-	865	\$	778.50	126.3%	-180	\$	(162.00)	-26.3%					
730-12.02	CONDUIT 2" DIAMETER (PVC)	LF.	\$ 0.65	185	\$	120.25	340	\$	221.00	\$	-	340	\$	221.00	183.8%	-155	\$	(100.75)	-83.8%					
730-12.03	CONDUIT 3" DIAMETER (PVC)	LF.	\$ 1.30	720	\$	936.00	1,155	\$	1,501.50	\$	-	1,155	\$	1,501.50	160.4%	-435	\$	(565.50)	-60.4%					
730-12.16	CONDUIT 2" DIAMETER (HDPE)	LF.	\$ 0.90	2,700	\$	2,430.00	2,780	\$	2,502.00	\$	-	2,780	\$	2,502.00	103.0%	-80	\$	(72.00)	-3.0%					
730-16.12S	CONTROLLER (8-PHASE W/TYPE IV CABINET)	EACH	\$ 38,411.00	2	\$	76,822.00	2	\$	76,822.00	\$	-	2	\$	76,822.00	100.0%	0	\$	-	0.0%					
730-23.12S	CANTILEVER SIGNAL SUPPORT (1 ARM @ 12')	EACH	\$ 21,976.00	1	\$	21,976.00	1	\$	21,976.00	\$	-	1	\$	21,976.00	100.0%	0	\$	-	0.0%					
730-23.28S	CANTILEVER SIGNAL SUPPORT (1 ARM @ 28')	EACH	\$ 22,364.00	1	\$	22,364.00	1	\$	22,364.00	\$	-	1	\$	22,364.00	100.0%	0	\$	-	0.0%					
730-23.30S	PEDESTAL POLE (10'-6")	EACH	\$ 5,185.00	3	\$	15,555.00	3	\$	15,555.00	\$	-	3	\$	15,555.00	100.0%	0	\$	-	0.0%					
730-23.31S	PEDESTAL POLE (PUSHBUTTON POST)	EACH	\$ 3,314.00	8	\$	26,512.00	7	\$	23,198.00	\$	-	7	\$	23,198.00	87.5%	1	\$	3,314.00	12.5%					
730-23.38S	CANTILEVER SIGNAL SUPPORT (1 ARM @ 38')	EACH	\$ 22,965.00	2	\$	45,930.00	2	\$	45,930.00	\$	-	2	\$	45,930.00	100.0%	0	\$	-	0.0%					
730-23.83S	CANTILEVER SIGNAL SUPPORT (2 @ 40' & 25')	EACH	\$ 27,765.00	1	\$	27,765.00	1	\$	27,765.00	\$	-	1	\$	27,765.00	100.0%	0	\$	-	0.0%					
730-23.40S	CANTILEVER SIGNAL SUPPORT (1 ARM @ 40')	EACH	\$ 22,986.00	1	\$	22,986.00	1	\$	22,986.00	\$	-	1	\$	22,986.00	100.0%	0	\$	-	0.0%					
730-23.45S	CANTILEVER SIGNAL SUPPORT (1 ARM @ 45')	EACH	\$ 25,583.00	1	\$	25,583.00	1	\$	25,583.00	\$	-	1	\$	25,583.00	100.0%	0	\$	-	0.0%					
730-26.04	ACCESSIBLE PEDESTRIAN SIGNAL (APS) HEAD AND FRAMEWORK	EACH	\$ 658.00	16	\$	10,528.00	16	\$	10,528.00	\$	-	16	\$	10,528.00	100.0%	0	\$	-	0.0%					
730-26.05	APS 4-WIRE PUSHBUTTON AND 5" X 7" SIGN	EACH	\$ 647.00	16	\$	10,352.00	16	\$	10,352.00	\$	-	16	\$	10,352.00	100.0%	0	\$	-	0.0%					
920-10.06	TEMPORARY TRAFFIC SIGNAL POLES	EACH	\$ 1,097.00	8	\$	8,776.00	8	\$	8,776.00	\$	-	8	\$	8,776.00	100.0%	0	\$	-	0.0%					
203-04S	PLACING AND SPREADING OF TOPSOIL	C.Y.	\$ 65.00	50	\$	3,250.00	1,692.50	\$	110,012.50	\$	-	1,692.50	\$	110,012.50	3385.0%	-1,642.50	\$	(106,762.50)	-3285.0%					
203-07.03S	PLANTING SOIL	C.Y.	\$ 61.50	85	\$	5,227.50	0	\$	-	\$	-	0	\$	-	0.0%	85	\$	5,227.50	100.0%					
801-01.08S	SEEDING (SPECIAL MIXTURE) WITH MULCH	S.Y.	\$ 0.80	1,335	\$	1,068.00	0	\$	-	\$	-	0	\$	-	0.0%	1,335	\$	1,068.00	100.0%					
801-03S	WATER (SEEDING & SODDING)	M.G.	\$ 50.50	300	\$	15,150.00	0	\$	-	\$	-	0	\$	-	0.0%	300	\$	15,150.00	100.0%					
802-01.10S	ACER RUBRUM 'BRANDYWINE'	EACH	\$ 466.00	46	\$	21,436.00	47	\$	21,902.00	\$	-	47	\$	21,902.00	102.2%	-1	\$	(466.00)	-2.2%					
802-01.11S	ACER RUBRUM 'OCTOBER GLORY'	EACH	\$ 483.00	11	\$	5,313.00	8	\$	3,864.00	\$	-	8	\$	3,864.00	72.7%	3	\$	1,449.00	27.3%					
801-01.12S	ACER SACCHARUM 'GREEN MOUNTAIN'	EACH	\$ 472.00	9	\$	4,248.00	10	\$	4,720.00	\$	-	10	\$	4,720.00	111.1%	-1	\$	(472.00)	-11.1%					
802-01.13S	MAGNOLIA GRANDIFLORA 'DD BLANCHARD'	EACH	\$ 285.00	14	\$	3,990.00	14	\$	3,990.00	\$	-	14	\$	3,990.00	100.0%	0	\$	-	0.0%					
802-01.14S	QUERCUS PHELLOS	EACH	\$ 483.00	18	\$	8,694.00	19	\$	9,177.00	\$	-	19	\$	9,177.00	105.6%	-1	\$	(483.00)	-5.6%					
802-01.15S	CERCIS CANADENSIS	EACH	\$ 280.00	16	\$	4,480.00	16	\$	4,480.00	\$	-	16	\$	4,480.00	100.0%	0	\$	-	0.0%					
802-01.16S	CORNUS FLORIDA	EACH	\$ 280.00	2	\$	560.00	2	\$	560.00	\$	-	2	\$	560.00	100.0%	0	\$	-	0.0%					
802-01.17S	MAGNOLIA X VIRGINIANA	EACH	\$ 272.00	6	\$	1,632.00	8	\$	2,176.00	\$	-	8	\$	2,176.00	133.3%	-2	\$	(544.00)	-33.3%					
802-03.01S	HYDRANGEA QUERCIFOLIA 'ALICE'	EACH	\$ 78.00	48	\$	3,744.00	61	\$	4,758.00	\$	-	61	\$	4,758.00	127.1%	-13	\$	(1,014.00)	-27.1%					
802-03.02S	HYDRANGEA QUERCIFOLIA 'RUBY SLIPPER'	EACH	\$ 60.50	52	\$	3,146.00	41	\$	2,480.50	\$	-	41	\$	2,480.50	78.8%	11	\$	665.50	21.2%					

APPLICATION FOR PAYMENT - DETAILED INFORMATION

Project Name: Franklin Road Corridor (Streetscape) Improvements													Project #: 075T00015			Contract #: 2019-0230			Period To: 5/15/24			Invoice #: 40		
A		B		C	D	E		F		G		H		I										
Pay Item	Payment Item Description	Unit	Unit Price	Total Estimated		Previously Completed		Complete This Period		Total Complete to Date		Balance to Finish												
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	%	%							
802-03.03S	RHUS AROMATICA 'GRO-LOW'	EACH	\$ 54.00	65	\$ 3,510.00	8	\$ 432.00	\$ -	\$ -	8	\$ 432.00	12.3%	\$ -	57	\$ 3,078.00	87.7%	87.7%							
802-03.04S	ROSA 'KNOCKOUT'	EACH	\$ 48.50	125	\$ 6,062.50	0	\$ -	\$ -	\$ -	0	\$ -	0.0%	\$ -	125	\$ 6,062.50	100.0%	100.0%							
802-03.05S	BUXUS 'GREEN VELVET'	EACH	\$ 69.00	295	\$ 20,355.00	384	\$ 26,496.00	\$ -	\$ -	384	\$ 26,496.00	130.2%	\$ -	-89	\$ (6,141.00)	-30.2%	-30.2%							
802-03.06S	ILEX X 'NELLIE R. STEVENS'	EACH	\$ 177.00	33	\$ 5,841.00	38	\$ 6,726.00	\$ -	\$ -	38	\$ 6,726.00	115.2%	\$ -	-5	\$ (885.00)	-15.2%	-15.2%							
802-03.07S	PRUNUS LAUROCARASUS 'OTTO LUYKEN'	EACH	\$ 122.00	24	\$ 2,928.00	0	\$ -	\$ -	\$ -	0	\$ -	0.0%	\$ -	24	\$ 2,928.00	100.0%	100.0%							
802-04.01S	DRYOPTERIS ERYTHROSORA	EACH	\$ 28.50	230	\$ 6,555.00	230	\$ 6,555.00	\$ -	\$ -	230	\$ 6,555.00	100.0%	\$ -	0	\$ -	0.0%	0.0%							
802-04.02S	HEMEROCALLIS 'FRANKLY SCARLET'	EACH	\$ 30.50	300	\$ 9,150.00	190	\$ 5,795.00	\$ -	\$ -	190	\$ 5,795.00	63.3%	\$ -	110	\$ 3,355.00	36.7%	36.7%							
802-04.03S	HEMEROCALLIS 'HYPERION'	EACH	\$ 29.00	318	\$ 9,222.00	0	\$ -	\$ -	\$ -	0	\$ -	0.0%	\$ -	318	\$ 9,222.00	100.0%	100.0%							
802-04.04S	HEMEROCALLIS 'GOLDEN PRIZE'	EACH	\$ 30.00	517	\$ 15,510.00	0	\$ -	\$ -	\$ -	0	\$ -	0.0%	\$ -	517	\$ 15,510.00	100.0%	100.0%							
802-04.05S	LIRIOPE MUSCARI 'BIG BLUE'	EACH	\$ 10.00	3,533	\$ 35,330.00	900	\$ 9,000.00	\$ -	\$ -	900	\$ 9,000.00	25.5%	\$ -	2,633	\$ 26,330.00	74.5%	74.5%							
802-04.06S	NARCISSUS SPECIES 'ACCENT'	EACH	\$ 3.80	600	\$ 2,280.00	0	\$ -	\$ -	\$ -	0	\$ -	0.0%	\$ -	600	\$ 2,280.00	100.0%	100.0%							
803-01.06S	SODDING	S.Y.	\$ 4.20	375	\$ 1,575.00	0	\$ -	\$ -	\$ -	0	\$ -	0.0%	\$ -	375	\$ 1,575.00	100.0%	100.0%							
714-03.01S	DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 40)	L.F.	\$ 0.65	6,307	\$ 4,099.55	7,117	\$ 4,626.05	\$ -	\$ -	7,117	\$ 4,626.05	112.8%	\$ -	-810	\$ (526.50)	-12.8%	-12.8%							
714-03.02S	DIRECT BURIAL CONDUIT (3" PVC, SCHEDULE 40)	L.F.	\$ 1.30	4,195	\$ 5,453.50	5,110	\$ 6,643.00	\$ -	\$ -	5,110	\$ 6,643.00	121.8%	\$ -	-915	\$ (1,189.50)	-21.8%	-21.8%							
714-03.04S	DIRECT BURIAL CONDUIT (3/4" PVC, SCHEDULE 40)	L.F.	\$ 0.20	50	\$ 10.00	300	\$ 60.00	\$ -	\$ -	300	\$ 60.00	600.0%	\$ -	-250	\$ (50.00)	-500.0%	-500.0%							
714-03.15S	TRENCH AND BACKFILL IN STREET	L.F.	\$ 43.00	525	\$ 22,575.00	670	\$ 28,810.00	\$ -	\$ -	670	\$ 28,810.00	127.6%	\$ -	-145	\$ (6,235.00)	-27.6%	-27.6%							
714-03.16S	TRENCH AND BACKFILL IN SIDEWALK	L.F.	\$ 28.50	5,606	\$ 159,771.00	7,170	\$ 204,345.00	\$ -	\$ -	7,170	\$ 204,345.00	127.9%	\$ -	-1,564	\$ (44,574.00)	-27.9%	-27.9%							
714-03.17S	TRENCH AND BACKFILL IN ASPHALT AND LAWN AREAS	L.F.	\$ 16.50	310	\$ 5,115.00	485	\$ 8,002.50	\$ -	\$ -	485	\$ 8,002.50	156.5%	\$ -	-175	\$ (2,887.50)	-56.5%	-56.5%							
714-04.05S	INNERDUCT, 1" CORRUGATED HDPE WITH PULL STRING	L.F.	\$ 2.60	8,180	\$ 21,268.00	14,360	\$ 37,336.00	\$ -	\$ -	14,360	\$ 37,336.00	175.6%	\$ -	-6,180	\$ (16,068.00)	-75.6%	-75.6%							
714-05.09S	PULLBOX, 24" L X 13" W X 18" D, ELECTRIC LOGO	EACH	\$ 1,493.00	1	\$ 1,493.00	5	\$ 7,465.00	\$ -	\$ -	5	\$ 7,465.00	500.0%	\$ -	-4	\$ (5,972.00)	-400.0%	-400.0%							
714-05.10S	JUNCTION BOX, 6" X 6" X 6" DEEP	EACH	\$ 724.00	3	\$ 2,172.00	3	\$ 2,172.00	\$ -	\$ -	3	\$ 2,172.00	100.0%	\$ -	0	\$ -	0.0%	0.0%							
714-05.12S	FIBER OPTIC PULLBOX TYPE A, 36" L X 26" W X 32" D, COF/TOC LOGO	EACH	\$ 2,524.00	4	\$ 10,096.00	4	\$ 10,096.00	\$ -	\$ -	4	\$ 10,096.00	100.0%	\$ -	0	\$ -	0.0%	0.0%							
714-05.13S	FIBER OPTIC PULLBOX TYPE B, 49" L X 32" W X 36" D, COF/TOC LOGO	EACH	\$ 3,073.00	2	\$ 6,146.00	2	\$ 6,146.00	\$ -	\$ -	2	\$ 6,146.00	100.0%	\$ -	0	\$ -	0.0%	0.0%							
714-06.02	CABLE (1/C #12 AWG)	L.F.	\$ 0.10	300	\$ 30.00	0	\$ -	\$ -	\$ -	0	\$ -	0.0%	\$ -	300	\$ 30.00	100.0%	100.0%							
714-06.03	CABLE (1/C #10 AWG)	L.F.	\$ 0.15	312	\$ 46.80	11,015	\$ 1,652.25	\$ -	\$ -	11,015	\$ 1,652.25	3530.4%	\$ -	-10,703	\$ (1,605.45)	-3430.4%	-3430.4%							
714-06.04	CABLE (1/C #8 AWG)	L.F.	\$ 0.25	18,932	\$ 4,733.00	38,053	\$ 9,513.25	\$ -	\$ -	38,053	\$ 9,513.25	201.0%	\$ -	-19,121	\$ (4,780.25)	-101.0%	-101.0%							
714-06.06	CABLE (1/C #4 AWG)	L.F.	\$ 1.80	20,125	\$ 36,225.00	32,244	\$ 58,039.20	\$ -	\$ -	32,244	\$ 58,039.20	160.2%	\$ -	-12,119	\$ (21,814.20)	-60.2%	-60.2%							
714-06.08	CABLE (1/C #3/0 AWG)	L.F.	\$ 2.50	195	\$ 487.50	195	\$ 487.50	\$ -	\$ -	195	\$ 487.50	100.0%	\$ -	0	\$ -	0.0%	0.0%							
714-06.09S	TRACER WIRE, #14 AWG SOLID	L.F.	\$ 0.10	4,090	\$ 409.00	4,420	\$ 442.00	\$ -	\$ -	4,420	\$ 442.00	108.1%	\$ -	-330	\$ (33.00)	-8.1%	-8.1%							
714-08.09S	LIGHT POLE MATERIAL ONLY, FIXTURE TYPE A	EACH	\$ 7,133.00	19	\$ 135,527.00	19	\$ 135,527.00	\$ -	\$ -	19	\$ 135,527.00	100.0%	\$ -	0	\$ -	0.0%	0.0%							
714-08.10S	LIGHT POLE MATERIAL ONLY, FIXTURE TYPE B	EACH	\$ 7,166.00	1	\$ 7,166.00	1	\$ 7,166.00	\$ -	\$ -	1	\$ 7,166.00	100.0%	\$ -	0	\$ -	0.0%	0.0%							
714-08.11S	LIGHT POLE MATERIAL ONLY, FIXTURE TYPE C	EACH	\$ 4,637.00	50	\$ 231,850.00	50	\$ 231,850.00	\$ -	\$ -	50	\$ 231,850.00	100.0%	\$ -	0	\$ -	0.0%	0.0%							
714-08.12S	LIGHT POLE MATERIAL ONLY, FIXTURE TYPE D	EACH	\$ 4,637.00	2	\$ 9,274.00	2	\$ 9,274.00	\$ -	\$ -	2	\$ 9,274.00	100.0%	\$ -	0	\$ -	0.0%	0.0%							
714-08.20S	LIGHT POLE FOUNDATION, FIXTURE TYPES A AND B	EACH	\$ 1,536.00	20	\$ 30,720.00	20	\$ 30,720.00	\$ -	\$ -	20	\$ 30,720.00	100.0%	\$ -	0	\$ -	0.0%	0.0%							
714-08.21S	LIGHT POLE FOUNDATION, FIXTURE TYPES C AND D	EACH	\$ 1,317.00	52	\$ 68,484.00	52	\$ 68,484.00	\$ -	\$ -	52	\$ 68,484.00	100.0%	\$ -	0	\$ -	0.0%	0.0%							
714-08.22S	LIGHT POLE INSTALLATION, FIXTURE TYPE A	EACH	\$ 549.00	19	\$ 10,431.00	19	\$ 10,431.00	\$ -	\$ -	19	\$ 10,431.00	100.0%	\$ -	0	\$ -	0.0%	0.0%							
714-08.23S	LIGHT POLE INSTALLATION, FIXTURE TYPE B	EACH	\$ 549.00	1	\$ 549.00	1	\$ 549.00	\$ -	\$ -	1	\$ 549.00	100.0%	\$ -	0	\$ -	0.0%	0.0%							
714-08.24S	LIGHT POLE INSTALLATION, FIXTURE TYPE C	EACH	\$ 549.00	50	\$ 27,450.00	50	\$ 27,450.00	\$ -	\$ -	50	\$ 27,450.00	100.0%	\$ -	0	\$ -	0.0%	0.0%							
714-08.25S	LIGHT POLE INSTALLATION, FIXTURE TYPE D	EACH	\$ 549.00	2	\$ 1,098.00	2	\$ 1,098.00	\$ -	\$ -	2	\$ 1,098.00	100.0%	\$ -	0	\$ -	0.0%	0.0%							
714-09.09S	GRADE LEVEL SIGN LIGHTING FIXTURE	EACH	\$ 2,047.00	6	\$ 12,282.00	6	\$ 12,282.00	\$ -	\$ -	6	\$ 12,282.00	100.0%	\$ -	0	\$ -	0.0%	0.0%							
714-12.09S	LIGHTING CONTROL PANEL, 200 AMP	EACH	\$ 16,462.00	3	\$ 49,386.00	3	\$ 49,386.00	\$ -	\$ -	3	\$ 49,386.00	100.0%	\$ -	0	\$ -	0.0%	0.0%							
714-25.30S	ELECTRICAL SIGN SERVICE DEMOLITION	EACH	\$ 2,744.00	3	\$ 8,232.00	3	\$ 8,232.00	\$ -	\$ -	3	\$ 8,232.00	100.0%	\$ -	0	\$ -	0.0%	0.0%							
730-05.01	MODIFY EXISTING ELECTRICAL SERVICE CONNECTION (SERVICE REVISION TYPE 1)	EACH	\$ 1,646.00	1	\$ 1,646.00	2.08	\$ 3,426.41	\$ -	\$ -	2.08	\$ 3,426.41	208.2%	\$ -	-1.08	\$ (1,780.41)	-108.2%	-108.2%							
730-05.02	MODIFY EXISTING ELECTRICAL SERVICE CONNECTION (SERVICE REVISION TYPE 2)	EACH	\$ 1,975.00	1	\$ 1,975.00	2.92	\$ 5,758.76	\$ -	\$ -	2.92	\$ 5,758.76	291.6%	\$ -	-1.92	\$ (3,783.76)	-191.6%	-191.6%							
730-05.03	MODIFY EXISTING ELECTRICAL SERVICE CONNECTION (SERVICE REVISION TYPE 3)	EACH	\$ 2,744.00	1	\$ 2,744.00	1	\$ 2,744.00	\$ -	\$ -	1	\$ 2,744.00	100.0%	\$ -	0	\$ -	0.0%	0.0%							
730-05.04	MODIFY EXISTING ELECTRICAL SERVICE CONNECTION (SERVICE REVISION TYPE 4)	EACH	\$ 2,195.00	1	\$ 2,195.00	2.70	\$ 5,931.44	\$ -	\$ -	2.70	\$ 5,931.44	270.2%	\$ -	-1.70	\$ (3,736.44)	-170.2%	-170.2%							

APPLICATION FOR PAYMENT - DETAILED INFORMATION

Franklin Road Corridor (Streetscape) Improvements																	
Project Name:		Project #:		Contract #:		2019-0230		Period To:		5/15/24		Invoice #:					
A		B		C	D	E		F		G		H					
Pay Item	Payment Item Description	Unit	Unit Price	Total Estimated		Previously Completed		Complete This Period		Total Complete to Date		Balance to Finish					
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	%	%		
730-05.05	MODIFY EXISTING ELECTRICAL SERVICE CONNECTION (SERVICE REVISION TYPE 5)	EACH	\$ 1,097.00	1	\$ 1,097.00	1	\$ 1,097.00		\$	-	1	\$ 1,097.00	100.0%	0	\$	-	0.0%
790-42.085	DIRECT BURIAL CONDUIT (2" PVC, SCHEDULE 40)	L.F.	\$ 1.90	9,495	\$ 18,040.50	10,395	\$ 19,750.50		\$	-	10,395	\$ 19,750.50	109.5%	-900	\$	(1,710.00)	-9.5%
790-42.095	DIRECT BURIAL CONDUIT (3" PVC, SCHEDULE 40)	L.F.	\$ 2.70	11,840	\$ 31,968.00	12,560	\$ 33,912.00		\$	-	12,560	\$ 33,912.00	106.1%	-720	\$	(1,944.00)	-6.1%
790-42.105	DIRECT BURIAL CONDUIT (4" PVC, SCHEDULE 40)	L.F.	\$ 3.30	35,025	\$ 115,582.50	36,155	\$ 119,311.50		\$	-	36,155	\$ 119,311.50	103.2%	-1,130	\$	(3,729.00)	-3.2%
790-42.205	ENCASED CONDUIT 4-4" PVC SCHEDULE 40 (MTEMC PRIMARY DITCH DETAIL 4C)	L.F.	\$ 132.00	75	\$ 9,900.00	90	\$ 11,880.00		\$	-	90	\$ 11,880.00	120.0%	-15	\$	(1,980.00)	-20.0%
790-42.215	ENCASED CONDUIT 2-6" PVC SCHEDULE 40 (MTEMC PRIMARY DITCH DETAIL 2C)	L.F.	\$ 110.00	300	\$ 33,000.00	300	\$ 33,000.00		\$	-	300	\$ 33,000.00	100.0%	0	\$	-	0.0%
790-42.225	ENCASED CONDUIT 3-6" PVC SCHEDULE 40 (MTEMC PRIMARY DITCH DETAIL 3C)	L.F.	\$ 132.00	115	\$ 15,180.00	115	\$ 15,180.00		\$	-	115	\$ 15,180.00	100.0%	0	\$	-	0.0%
790-42.245	ENCASED CONDUIT 4-6" PVC SCHEDULE 40 (MTEMC PRIMARY DITCH DETAIL 4C)	L.F.	\$ 143.00	295	\$ 42,185.00	320	\$ 45,760.00		\$	-	320	\$ 45,760.00	108.5%	-25	\$	(3,575.00)	-8.5%
790-42.255	ENCASED CONDUIT 6-6" PVC SCHEDULE 40 (MTEMC PRIMARY DITCH DETAIL 6C)	L.F.	\$ 198.00	125	\$ 24,750.00	125	\$ 24,750.00		\$	-	125	\$ 24,750.00	100.0%	0	\$	-	0.0%
790-42.265	ENCASED CONDUIT 9-6" PVC SCHEDULE 40 (MTEMC PRIMARY DITCH DETAIL 9C)	L.F.	\$ 243.00	2,195	\$ 533,385.00	2,428	\$ 590,004.00		\$	-	2,428	\$ 590,004.00	110.6%	-233	\$	(56,619.00)	-10.6%
790-42.275	ENCASED CONDUIT 10-6" PVC SCHEDULE 40 (MTEMC PRIMARY DITCH DETAIL 12C)	L.F.	\$ 274.00	215	\$ 58,910.00	0	\$ -		\$	-	0	\$ -	0.0%	215	\$	58,910.00	100.0%
790-42.285	ENCASED CONDUIT 12-6" PVC SCHEDULE 40 (MTEMC PRIMARY DITCH DETAIL 12C)	L.F.	\$ 329.00	580	\$ 190,820.00	590	\$ 194,110.00		\$	-	590	\$ 194,110.00	101.7%	-10	\$	(3,290.00)	-1.7%
790-42.315	MTEMC RISER POLE 1-3" (MTEMC DRAWING NO. RP-1)	EACH	\$ 1,350.00	5	\$ 6,750.00	5	\$ 6,750.00		\$	-	5	\$ 6,750.00	100.0%	0	\$	-	0.0%
790-42.325	MTEMC RISER POLE 2-3" (MTEMC DRAWING NO. RP-1)	EACH	\$ 1,405.00	2	\$ 2,810.00	2	\$ 2,810.00		\$	-	2	\$ 2,810.00	100.0%	0	\$	-	0.0%
790-42.335	MTEMC RISER POLE 2-4" (MTEMC DRAWING NO. RP-1)	EACH	\$ 1,493.00	1	\$ 1,493.00	1	\$ 1,493.00		\$	-	1	\$ 1,493.00	100.0%	0	\$	-	0.0%
790-42.345	MTEMC RISER POLE 3-4" (MTEMC DRAWING NO. RP-1)	EACH	\$ 1,596.00	1	\$ 1,596.00	1	\$ 1,596.00		\$	-	1	\$ 1,596.00	100.0%	0	\$	-	0.0%
790-42.375	MTEMC RISER POLE, ENCASED 2-6" (MTEMC DRAWING NO. RP-3)	EACH	\$ 2,195.00	3	\$ 6,585.00	1	\$ 2,195.00		\$	-	1	\$ 2,195.00	33.3%	2	\$	4,390.00	66.7%
790-42.385	MTEMC RISER POLE, ENCASED 3-6" (MTEMC DRAWING NO. RP-5)	EACH	\$ 2,535.00	2	\$ 5,070.00	1	\$ 2,535.00		\$	-	1	\$ 2,535.00	50.0%	1	\$	2,535.00	50.0%
790-42.415	CATV PEDESTAL MAKE READY	EACH	\$ 439.00	13	\$ 5,707.00	15	\$ 6,585.00		\$	-	15	\$ 6,585.00	115.4%	-2	\$	(878.00)	-15.4%
790-42.425	TELEPHONE PEDESTAL MAKE READY	EACH	\$ 549.00	18	\$ 9,882.00	18	\$ 9,882.00		\$	-	18	\$ 9,882.00	100.0%	0	\$	-	0.0%
790-42.435	POWER PEDESTAL	EACH	\$ 4,390.00	3	\$ 13,170.00	2	\$ 8,780.00		\$	-	2	\$ 8,780.00	66.7%	1	\$	4,390.00	33.3%
790-42.535	TRENCH TYPE B (DIRECTIONAL BORING CONDUITS)	L.F.	\$ 33.00	290	\$ 9,570.00	330	\$ 10,890.00		\$	-	330	\$ 10,890.00	113.8%	-40	\$	(1,320.00)	-13.8%
790-42.545	TRENCH TYPE D (DIRECT BURIED DISTRIBUTION CONDUITS)	L.F.	\$ 44.00	12,875	\$ 566,500.00	13,035	\$ 573,540.00		\$	-	13,035	\$ 573,540.00	101.2%	-160	\$	(7,040.00)	-1.2%
790-42.555	TRENCH TYPE S (DIRECT BURIED SERVICE LATERAL CONDUITS)	L.F.	\$ 14.50	596	\$ 8,642.00	875	\$ 12,687.50		\$	-	875	\$ 12,687.50	146.8%	-279	\$	(4,045.50)	-46.8%
790-43.415	PULL BOX, 24"W X 36"L X 36"D, ELECTRIC - MTEMC LOGO	EACH	\$ 1,622.00	13	\$ 21,086.00	13	\$ 21,086.00		\$	-	13	\$ 21,086.00	100.0%	0	\$	-	0.0%
790-43.425	PULL BOX, 30"W X 48"L X 36"D, ELECTRIC - MTEMC LOGO	EACH	\$ 1,893.00	1	\$ 1,893.00	1	\$ 1,893.00		\$	-	1	\$ 1,893.00	100.0%	0	\$	-	0.0%
790-43.435	PULL BOX, 30"W X 48"L X 36"D, TELEPHONE - AT&T LOGO	EACH	\$ 1,850.00	6	\$ 11,100.00	10	\$ 18,500.00		\$	-	10	\$ 18,500.00	166.7%	-4	\$	(7,400.00)	-66.7%
790-43.445	PULL BOX, 30"W X 48"L X 36"D, CATV - COMCAST LOGO	EACH	\$ 2,938.00	9	\$ 26,442.00	10	\$ 29,380.00		\$	-	10	\$ 29,380.00	111.1%	-1	\$	(2,938.00)	-11.1%
790-43.455	PULL BOX INSTALLATION FOR CENTURY LINK	EACH	\$ 818.00	8	\$ 6,544.00	8	\$ 6,544.00		\$	-	8	\$ 6,544.00	100.0%	0	\$	-	0.0%
790-43.465	PULL BOX INSTALLATION FOR XO COMMUNICATIONS	EACH	\$ 823.00	8	\$ 6,584.00	8	\$ 6,584.00		\$	-	8	\$ 6,584.00	100.0%	0	\$	-	0.0%
790-43.475	PULL BOX INSTALLATION FOR WINDSTREAM	EACH	\$ 752.00	8	\$ 6,016.00	8	\$ 6,016.00		\$	-	8	\$ 6,016.00	100.0%	0	\$	-	0.0%
790-43.485	PULL BOX INSTALLATION FOR ZAYO COMMUNICATIONS	EACH	\$ 821.00	6	\$ 4,926.00	7	\$ 5,747.00		\$	-	7	\$ 5,747.00	116.7%	-1	\$	(821.00)	-16.7%

APPLICATION FOR PAYMENT - DETAILED INFORMATION

Project Name: Franklin Road Corridor (Streetscape) Improvements																	Project #:		07ST000015		Contract #:		2019-0230		Period To:		5/15/24		Invoice #:		40																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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APPLICATION FOR PAYMENT - DETAILED INFORMATION

Franklin Road Corridor (Streetscape) Improvements													
Project Name:		Project #:		Contract #:		2019-0230		Period To:		5/15/24			
Invoice #:		07ST000015								40			
A	B	C	D	E		F		G		H		I	
Pay Item	Payment Item Description	Unit	Unit Price	Quantity	Amount	Previously Completed Quantity	Previously Completed Amount	Complete This Period Quantity	Complete This Period Amount	Quantity	Total Complete to Date Amount	Quantity	Balance to Finish Amount
791-08.17	HDD 3/4 IN. PE SERVICE PIPE	L.F.	\$ 51.00	1,230	\$ 62,730.00	1,230	\$ 62,730.00		\$ -	1,230	\$ 62,730.00	0	\$ -
791-09.05	RESTORE ASPHALT	S.Y.	\$ 113.00	50	\$ 5,650.00	40	\$ 4,520.00		\$ -	40	\$ 4,520.00	10	\$ 1,130.00
791-09.06	RESTORE CONCRETE	S.Y.	\$ 71.00	50	\$ 3,550.00	40	\$ 2,840.00		\$ -	40	\$ 2,840.00	10	\$ 710.00
791-09.07	RESTORE GRAVEL	S.Y.	\$ 21.00	50	\$ 1,050.00	40	\$ 840.00		\$ -	40	\$ 840.00	10	\$ 210.00
791-10.01	RETIRE IN PLACE 3/4 IN. SERV. CUT & PLUG	EACH	\$ 570.00	25	\$ 14,250.00	25	\$ 14,250.00		\$ -	25	\$ 14,250.00	0	\$ -
791-10.04	RETIRE IN PLACE 2 IN. SERV. CUT & PLUG	EACH	\$ 822.00	7	\$ 5,754.00	7	\$ 5,754.00		\$ -	7	\$ 5,754.00	0	\$ -
791-10.05	RETIRE IN PLACE 4 IN. SERV. CUT & PLUG	EACH	\$ 1,485.00	2	\$ 2,970.00	2	\$ 2,970.00		\$ -	2	\$ 2,970.00	0	\$ -
791-10.06	RETIRE IN PLACE 6 IN. SERV. CUT & PLUG	EACH	\$ 1,548.00	1	\$ 1,548.00	1	\$ 1,548.00		\$ -	1	\$ 1,548.00	0	\$ -
797-05.51S	8 IN. PVC GRAVITY SEWER, 0' - 6' DEPTH	L.F.	\$ 124.00	100	\$ 12,400.00	100	\$ 12,400.00		\$ -	100	\$ 12,400.00	0	\$ -
797-05.52S	8 IN. PVC GRAVITY SEWER, > 6' - 12' DEPTH	L.F.	\$ 135.00	3,083	\$ 416,205.00	2,472	\$ 333,720.00		\$ -	2,472	\$ 333,720.00	611	\$ 82,485.00
797-07.02S	48 IN. MANHOLE, > 4' - 6' DEPTH	EACH	\$ 6,250.00	2	\$ 12,500.00	4	\$ 25,000.00		\$ -	4	\$ 25,000.00	200%	\$ (12,500.00)
797-07.03S	48 IN. MANHOLE, > 6' - 8' DEPTH	EACH	\$ 7,500.00	6	\$ 45,000.00	5	\$ 37,500.00		\$ -	5	\$ 37,500.00	83.3%	\$ 7,500.00
797-07.04S	48 IN. MANHOLE, > 8' - 10' DEPTH	EACH	\$ 8,500.00	3	\$ 25,500.00	3	\$ 25,500.00		\$ -	3	\$ 25,500.00	100%	\$ -
797-07.05S	48 IN. MANHOLE, > 10' - 12' DEPTH	EACH	\$ 8,750.00	1	\$ 8,750.00	1	\$ 8,750.00		\$ -	1	\$ 8,750.00	100%	\$ -
797-07.80S	REMOVE SEWER MANHOLE	EACH	\$ 1,084.00	8	\$ 8,672.00	8	\$ 8,672.00		\$ -	8	\$ 8,672.00	100%	\$ -
797-08.05S	6 IN. PVC PIPE FOR SERVICE LATERAL	L.F.	\$ 105.00	1,316	\$ 138,180.00	610	\$ 64,050.00		\$ -	610	\$ 64,050.00	46.4%	\$ 74,130.00
797-10.06S	CONNECT 6" LATERAL TO SEWER LINE	EACH	\$ 2,088.00	11	\$ 22,968.00	13	\$ 27,144.00		\$ -	13	\$ 27,144.00	118.2%	\$ (4,176.00)
797-10.09S	CONNECT EXISTING 8 IN. SEWER TO NEW MANHOLE	EACH	\$ 1,985.00	5	\$ 9,925.00	5	\$ 9,925.00		\$ -	5	\$ 9,925.00	100%	\$ -
797-11.31S	RETIRE IN-PLACE EXISTING SEWER 8 IN. - 14 IN.	L.F.	\$ 57.50	52	\$ 2,990.00	52	\$ 2,990.00		\$ -	52	\$ 2,990.00	100%	\$ -
797-11.35S	REMOVE EXISTING SEWER 8 IN. - 14 IN.	L.F.	\$ 35.00	1,713	\$ 59,955.00	1,713	\$ 59,955.00		\$ -	1,713	\$ 59,955.00	100%	\$ -
797-11.38S	BY-PASS PUMPING (ALLOWANCE)	LS	\$ 25,000.00	1	\$ 25,000.00	0	\$ -		\$ -	0	\$ -	0.0%	\$ 25,000.00
COF-1	CITY CONSTRUCTION CONTINGENCY (TO BE USED IF AND ONLY AS AUTHORIZED BY THE CITY OF FRANKLIN)	DOLL.	\$ 1.00	700,000	\$ 700,000.00	0	\$ -		\$ -	0	\$ -	0.0%	\$ 535,809.00
	PILGRIMAGE FESTIVAL PREP WORK (2021)	LS	\$ 6,910.25		\$ 6,910.25	1	\$ 6,910.25		\$ -	1	\$ 6,910.25	-1	\$ (6,910.25)
	219 DRAINAGE IMPROVEMENTS	LS	\$ 21,242.44		\$ 21,242.44		\$ 21,242.44		\$ -	1	\$ 21,242.44	-1	\$ (21,242.44)
	TENSAR TX160 STABILIZATION FABRIC	SY	\$ 9.25		\$ 7,180	7,180	\$ 66,415.00		\$ -	7,180	\$ 66,415.00	-7,180	\$ (66,415.00)
	W&A - AS-BUILTS	LS	\$ 37,800.00		\$ 1	1	\$ 37,800.00		\$ -	1	\$ 37,800.00	-1	\$ (37,800.00)
	W&A - REV 7 & 8 ADD'L WORK	LS	\$ 3,570.00		\$ 1	1	\$ 3,570.00		\$ -	1	\$ 3,570.00	-1	\$ (3,570.00)
	38" X 24" ELLIPTICAL CONCRETE PIPE CULVERT	L.F.	\$ 288.00		\$ 152	152	\$ 43,776.00		\$ -	152	\$ 43,776.00	-152	\$ (43,776.00)
	CURB WALLS	L.F.	\$ 48.50		\$ 553	553	\$ 26,820.50		\$ -	553	\$ 26,820.50	-553	\$ (26,820.50)
	PILGRIMAGE FESTIVAL PREP WORK (2022)	LS	\$ 14,954.10		\$ 1	1	\$ 14,954.10		\$ -	1	\$ 14,954.10	-1	\$ (14,954.10)
	MTE SPECIAL TOP REPLACEMENT	LS	\$ 8,225.00		\$ 1	1	\$ 8,225.00		\$ -	1	\$ 8,225.00	0	\$ -
	PERMANENT SEEDING & SODDING	SY	\$ 1.25		\$ 4,750	4,750	\$ 5,937.50		\$ -	4,750	\$ 5,937.50	-4,750	\$ (5,937.50)
	CONCRETE DEMO @ WINSLOW & MYLES MANOR	LS	\$ 18,500.00		\$ 1	1	\$ 18,500.00		\$ -	1	\$ 18,500.00	-1	\$ (18,500.00)
	CONCRETE DEMO @ MYLES MANOR	LS	\$ 4,500.00		\$ 1	1	\$ 4,500.00		\$ -	1	\$ 4,500.00	-1	\$ (4,500.00)
	DECOMPOSED GRANITE	CY	\$ 1,750.00		\$ 2	2	\$ 3,500.00		\$ -	2	\$ 3,500.00	-2	\$ (3,500.00)
	GEOWEB TURF PAVER	LS	\$ 4,750.00		\$ 1	1	\$ 4,750.00		\$ -	1	\$ 4,750.00	-1	\$ (4,750.00)
	102 MYLES MANOR SPECIAL LANDSCAPING	LS	\$ 8,500.00		\$ 1	1	\$ 8,500.00		\$ -	1	\$ 8,500.00	-1	\$ (8,500.00)
	6 LF OF RUBBED CURB ON LIBERTY & FRANKLIN RD	LS	\$ 500.00		\$ 1	1	\$ 500.00		\$ -	1	\$ 500.00	-1	\$ (500.00)
	HARLINSDALE FENCE	LF	\$ 19.70		\$ 575	575	\$ 11,327.50		\$ -	575	\$ 11,327.50	-575	\$ (11,327.50)
	CAULKING OF SIDEWALKS	LS	\$ 13,750.00		\$ 1	1	\$ 13,750.00		\$ -	1	\$ 13,750.00	-1	\$ (13,750.00)
	DEMOL & REPAIR ADA CORNER AT LIBERTY/FRANKLIN	LS	\$ 3,335.00		\$ 1	1	\$ 3,335.00		\$ -	1	\$ 3,335.00	-1	\$ (3,335.00)
	DHEC - STEEL ESCALATION	LS	\$ 17,250.00		\$ 1	1	\$ -		\$ -	1	\$ 17,250.00	0	\$ -
	ADDITIONAL CONCRETE REMOVAL	SY	\$ 14.00		\$ 6,600	6,600	\$ 92,400.00		\$ -	6,600	\$ 92,400.00	0	\$ -
	HELOPHANE SHIELDS	LS	\$ 13,193.00		\$ 1	1	\$ 13,193.00		\$ -	1	\$ 13,193.00	0	\$ -
	HELOPHANE DIMMER ADJUSTMENT	LS	\$ 11,015.00		\$ 1	1	\$ 11,015.00		\$ -	1	\$ 11,015.00	0	\$ -
	PEDESTRIAN POLE	LS	\$ 12,840.00		\$ 1	1	\$ -		\$ -	1	\$ 12,840.00	0	\$ -
	TEMP POLE AT SE CORNER OF LIBERTY & FRANKLIN RD.	LS	\$ 1,538.00		\$ 1	1	\$ -		\$ -		\$ 1,538.00	0	\$ -
	ADD PAVERS AT 102 MYLES MANOR	LS	\$ 2,355.00		\$ 1	1	\$ -		\$ -		\$ 2,355.00	0	\$ -
	TREE REMOVAL (101 WINSLOW, 213 FRANKLIN RD, 102 MYLES MANOR)	LS	\$ 5,375.00		\$ 1	1	\$ -		\$ -		\$ 5,375.00	0	\$ -

APPLICATION FOR PAYMENT - DETAILED INFORMATION

Project Name: Franklin Road Corridor (Streetscape) Improvements																	Project #:		Contract #:		Period To:		Invoice #:	
A		B		C		D		E		F		G		H		I								
Pay Item	Payment Item Description	Unit	Unit Price	Total Estimated		Previously Completed		Complete This Period		Total Complete to Date		Balance to Finish												
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	%								
	18 IN. ENDWALL (FIELD MODIFIED EW 49)	EACH	\$ 4,000.00			1	\$ 4,000.00		\$ -	1	\$ 4,000.00	-1	\$ (4,000.00)											
	MAIL BOX MATERIALS (INCREASED ALLOWANCE FOR FIELD CHANGES)	EACH	\$ 1,000.00			12	\$ 12,000.00		\$ -	12	\$ 12,000.00	-12	\$ (12,000.00)											
	ROYAL PURPLE "LULUYTJUR"	EACH	\$ 10.75		\$ -	927	\$ 9,965.25		\$ -	927	\$ 9,965.25	-927	\$ (9,965.25)											
	102 WYLES MANOR SIDEWALK	EACH	\$ 5,500.00		\$ -	0	\$ 0	1	\$ 5,500.00	1	\$ 5,500.00	-1	\$ (5,500.00)											
	LIQUIDATED DAMAGES	DAY	\$ (2,000.00)			214	\$ (428,000.00)		\$ -	214	\$ (428,000.00)	-214	\$ 428,000.00											
						0	\$ 0		\$ -	0	\$ 0	0	\$ 0											
	CONTINGENCY TRUE-UP	LS				0	\$ 0		\$ -	0	\$ 0	0	\$ 0											
					\$ -	0	\$ 0		\$ -	0	\$ 0	0	\$ 0											
					\$ -	0	\$ 0		\$ -	0	\$ 0	0	\$ 0											
					\$ -	0	\$ 0		\$ -	0	\$ 0	0	\$ 0											
DO NOTE USE OR REMOVE THIS LINE (Add Additional Items ABOVE this line)					\$ -		\$ -		\$ -		\$ -		\$ -											
TOTALS:					\$ 12,793,820.10		\$ 12,020,250.20		\$ 5,500.00		\$ 12,181,716.20		95%		\$ 612,103.90									

\$ 12,170,942.12



City of Franklin

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

File #: 21-0366

DATE: June 13, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2020-0313, With VSR Partners, LLC (TOB School) For A Road Impact Fee Reimbursement Agreement In The Amount \$108,094

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 To COF Contract No. 2020-0313.

BACKGROUND/STAFF COMMENTS:

The TOB School Site Plan, approved in August 2020 is required to dedicate approximately 6,241 square feet of right-of-way for the future improvements on South Carothers Road. South Carothers Road is classified as a collector road and is identified for improvements by the Simmons Ridge PUD Subdivision. The Simmons Ridge PUD Subdivision is required to improve South Carothers Road and acquire this portion of right-of-way. The TOB School has been required to dedicate the ROW and would qualify for a collector impact fee offset.

This Amendment is because there was an increase in the total eligible costs of right-of-way acquisition of the above collector roadway improvements from \$50,739 to \$108,094.12 for the Development Project. The total reimbursement to the Developer remains is \$108,094.12. The total amount of collector fees paid by this developer is \$8,736.00. In approving this Agreement, the City of Franklin Board of Mayor and Aldermen authorize the additional \$99,358.12, which has increased from the original authorized amount of \$57,355.12 to be paid to the Developer for the right-of-way acquisition as valued in Section 8. Said reimbursement and payment totaling \$108,094.12 shall be processed in accordance with Section 10.

The funding for this project was previously allocated in Contract No. 2021-0190, A Road Impact Offset Agreement With Simmons Ridge Joint Venture.

FINANCIAL IMPACT:

The total eligible cost of right-of-way acquisition is **One Hundred Eight Thousand Ninety-Four and Twelve/100 Dollars** (\$108,094.12) for the Development Project. Staff is recommending that we pay

full compensation to the property owner in the amount of **One Hundred Eight Thousand Ninety-Four and Twelve/100 Dollars (\$108,094.12)**. Funding will be paid from the appropriate Collector Impact Fee Fund.

RECOMMENDATION:

Staff recommends that Amendment 1 To COF Contract No. 2020-0313 be recommended to the Board of Mayor and Aldermen for approval.

AMENDMENT NO. 1 TO
ROAD IMPACT FEE REIMBURSEMENT AGREEMENT

COF Contract No. 2020-0313

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE (the “City”) and VSR Partners LLC (“Developer”) as of this ____ day of _____, 2024.

WITNESSETH:

WHEREAS, on the 9th day of February 2021, the City and the Developer entered into a Road Impact Fee Reimbursement Agreement [COF Contract No. 2020-0313] (the “Agreement”); and

WHEREAS, said Agreement defines the obligations of the parties necessary to carry out the intent of the Agreement for the provision of reimbursement of collector and arterial road impact fees pursuant to the City of Franklin Municipal Code; and

WHEREAS, the parties desire to replace and amend Section 4 of the Agreement to update the total eligible costs of right-of-way acquisition for the Development Project and the total amount of collector fees paid by the Developer; and

WHEREAS, the City and Developer desire to amend the Agreement as set forth herein.

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

1. Section 4 of the Agreement is hereby deleted in its entirety and replaced as follows:

ELIGIBLE COLLECTOR ROAD IMPACT FEE REIMBURSEMENT AND ADDITIONAL PAYMENT. *The total eligible costs of right-of-way acquisition of the above collector roadway Improvements is One Hundred Eight Thousand Ninety-Four and Twelve/100 Dollars (\$108,094.12) for the Development Project and the total reimbursement to the Developer is One Hundred Eight Thousand Ninety-Four and Twelve/100 Dollars (\$108,094.12). The total amount of collector fees paid by this developer is Eight Thousand Seven Hundred Thirty-Six and No/100 Dollars (\$8,736.00). In approving this Agreement, the City of Franklin Board of Mayor and Aldermen authorize the additional Ninety-Nine Thousand Three Hundred Fifty Eight Dollars and 12/100 Dollars (\$99,358.12) to be paid to the Developer for the right-of-way acquisition as valued in section 8. Said reimbursement and payment totaling One Hundred Eight Thousand Ninety-Four and Twelve/100 Dollars (\$108,094.12) shall be processed in accordance with Section 10.*

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

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

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

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

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

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

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

9. All other provisions of the Agreement, dated February 9, 2021, are unchanged and remain in full force and effect.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

Date: _____

ATTEST:

By: _____
Angie Skarp, City Recorder

Date: _____

APPROVED AS TO FORM BY:

Blake Harper, Staff Attorney

DEVELOPER:

VSR Partners LLC

By: _____

Title: _____

Date: _____



File #: 21-0231

DATE: May 20, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

Consideration Of COF Contract No. 2024-0129, With CSX Transportation, Inc. For The East McEwen Drive Phase 4 Improvements Project In The Amount Of \$146,053

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Construction Agreement, COF Contract No. 2024-0129, with CSX Transportation, Inc.

BACKGROUND/STAFF COMMENTS:

The East McEwen Phase Drive 4 Roadway Improvements project, soon to be let for bids this summer, crosses the CSX Railroad near Wilson Pike intersection. CSX Railroad requires a Construction Agreement with the City of Franklin, since work will be performed above their tracks on the bridge at Wilson Pike.

FINANCIAL IMPACT:

CSX requires \$146,053.00 for Administrative Services, and Railroad Flagging Service (3-year period) and will be paid through GL Code 310-89420-42100.

RECOMMENDATION:

Staff recommends that COF Contract No. 2024-0129 be recommended to the Board of Mayor and Aldermen for approval.

Franklin, Williamson County, TN
McEwen DR bridge repairs over CSXT
DOT# 350354J, S & N A North Subdivision; MP# 0BA-202.73
CSXT OP TN0631

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and **City of Franklin**, a body corporate and political subdivision of the State of **Tennessee** (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, Intersection Improvements of SR-252 (Wilson Pike) and McEwen Drive, including bridge repairs over CSXT. Nashville Zone, S & N A North Sub, DOT#350354J, MP# 0BA-202.73 in Franklin, Williamson County, TN (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **Project Plans and Specifications**

- 1.1 **Preparation and Approval.** Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “**Plans**”, and shall be

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incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

- 1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

- 2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.
- 2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.
- 2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **December 31, 2026**, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in

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Exhibit C to this Agreement (the “Special Provisions”). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor’s agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT’s consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, “**Reimbursable Expenses**”). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the “**Estimate**”, as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation. Furthermore, the Agency acknowledges and understands that any estimated cost to construct the project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the “Payment Schedule”, as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the

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amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

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- 6.3 Temporary Construction Easements. CSXT may grant without warranty to Agency, if required, a temporary non-exclusive easement for access to the extent necessary for the project on terms and conditions and at a price acceptable to the parties..
- 6.4 Maintenance Agreement. Contemporaneous with the execution of this Agreement, CSXT and Agency have executed that certain Maintenance Agreement providing for Agency's ongoing use, maintenance, repair, renewal and removal of the Project.
- 6.5 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance (in accordance with the provisions of the Maintenance Agreement described in 6.4) of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to both parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses

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incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

• Highway Bridge

- 10.1 By Agency. Agency shall own and, without cost to CSXT, maintain, repair, replace and renew, or cause same to be done, in good condition and repair to CSXT's satisfaction, the highway overpass structure, the roadway surfacing, the roadway slopes, the retaining walls, and the highway drainage facilities. In the event that Agency fails to properly maintain such structures and improvements and such failure, in the opinion of CSXT, jeopardizes the safe and efficient operation of its property, CSXT shall be entitled to remedy such failure and recover from Agency the costs incurred by CSXT in doing so. Upon the cessation of use of the Project by Agency, Agency shall remove the bridge structure and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.
- 10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Indemnification

- 11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors'

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agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

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14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:	CSX Transportation, Inc. 500 Water Street, J-301 Jacksonville, Florida 32202 Attention: Director Project Management – Public Projects
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If to Agency:	City of Franklin 109 3 rd Ave South Franklin, Tennessee 37064
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17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law This Agreement shall be governed by the laws of the State of **Tennessee**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Williamson County, Tennessee, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Williamson County, Tennessee.

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BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **November 5, 2021**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF FRANKLIN

By: _____

Name: Eric Stuckey

Title: City Administrator

Approved as to form:

J. Blake Harper, Staff Attorney

CSX TRANSPORTATION, INC.

By: _____

Name: Will Roseborough

Title: Director Project Development &
Public Projects

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
 - 1. Bridge repairs per approved plans
- B. CSXT shall perform or cause to be performed:
 - 1. Flagging services and other protective services and devices as may be necessary.
 - 2. Construction engineering and inspection to protect the interests of CSXT.

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EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

East McEwin Drive Phase 4 improvements Page 1-319 SS dated 5-1-23. NET 2/12/24

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of _____, as amended from time to time.

“Agency” shall mean the **City of Franklin**.

“Agency Representative” shall mean the authorized representative of **City of Franklin**.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

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- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.
- III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:
- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
 - B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
 - C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.
- IV. WORK FOR THE BENEFIT OF THE CONTRACTOR
- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
 - B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left

parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result

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in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

- e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this

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service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

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EXHIBIT D

INITIAL ESTIMATE
ATTACHED

ACCT. CODE : 709 - TN0831

Form Revision
4/21/2023

ESTIMATE SUBJECT TO REVISION AFTER: 3/7/2025

DOT NO.: 350354J

CITY: Franklin COUNTY: Williamson

STATE: TN

DESCRIPTION: CE&I and project management for Bridge Repairs & Intersection improvements McEwen Drive at SR-252 (Wilson Pike) over CSXT

ZONE: Atlanta SUB-DIV: S & N A North

MILE POST: 0BA-202.73

AGENCY PROJECT NUMBER: City of Franklin

PRELIMINARY ENGINEERING:

212 Contracted & Administrative Engineering Services \$ -

Subtotal \$ -

CONSTRUCTION ENGINEERING/INSPECTION:

212 Contracted & Administrative Engineering Services - CSXT admin & flagging coordinator \$ 3,000

212 Contracted & Administrative Engineering Services - STV \$ 32,100

Subtotal \$ 35,100

FLAGGING SERVICE: (Contract Labor)

70 Labor (Conductor-Flagman) 0 Days @ \$ 350.00 \$ -

50 Labor (Foreman/Inspector) 60 Days @ \$ 504.00 \$ 30,240

70 Additive 182.00% (Transportation Department) \$ -

50 Additive 223.00% (Engineering Department) \$ 67,435

Subtotal \$ 97,675

SIGNAL & COMMUNICATIONS WORK:

TRACK WORK:

PROJECT SUBTOTAL: \$ 132,775

900 CONTINGENCIES: 10.00% \$ 13,278

PROJECT TOTAL: \$ 146,053

CURRENT AUTHORIZED BUDGET: \$ -

TOTAL SUPPLEMENT REQUESTED: \$ 146,053

DIVISION OF COST:

Agency 100.00% \$ 146,053

Railroad 0.00% \$ -

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. This actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Chief Engineer Public Projects-Jacksonville, Florida

Estimated prepared by: STV Incorporated

Approved by: CTA CSXT Public Project Group

DATE: 03/07/24 REVISED: 01/00/00 DATE: 03/07/24

**Franklin, Williamson County, TN
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EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

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CSXT OP TN0631

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e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

f. Authorized endorsements may include:

(i). Broad Form Nuclear Exclusion - IL 00 21

- (ii) 30-day Advance Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

2.

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 20__, between **City of Franklin** and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

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File #: 21-0352

DATE: June 12, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Capital Projects Dashboard And Status Updates For June 2024

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of some of the City's transportation, stormwater, and parks capital projects.

BACKGROUND/STAFF COMMENTS:

To access the live dashboard for the City of Franklin Capital Investment Projects, please go to the following City webpage:

[COF Dashboard Link](#)

Manually locate the dashboard following the instructions below:

Go to the City of Franklin's main website at: <https://www.franklinton.gov/>,
Hover your cursor over "**Our City**" or "**Business**",
Click on "[City Projects](#)",
Click on "[Capital Projects Dashboard](#)".

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None

City of Franklin Capital Investment Projects Dashboard

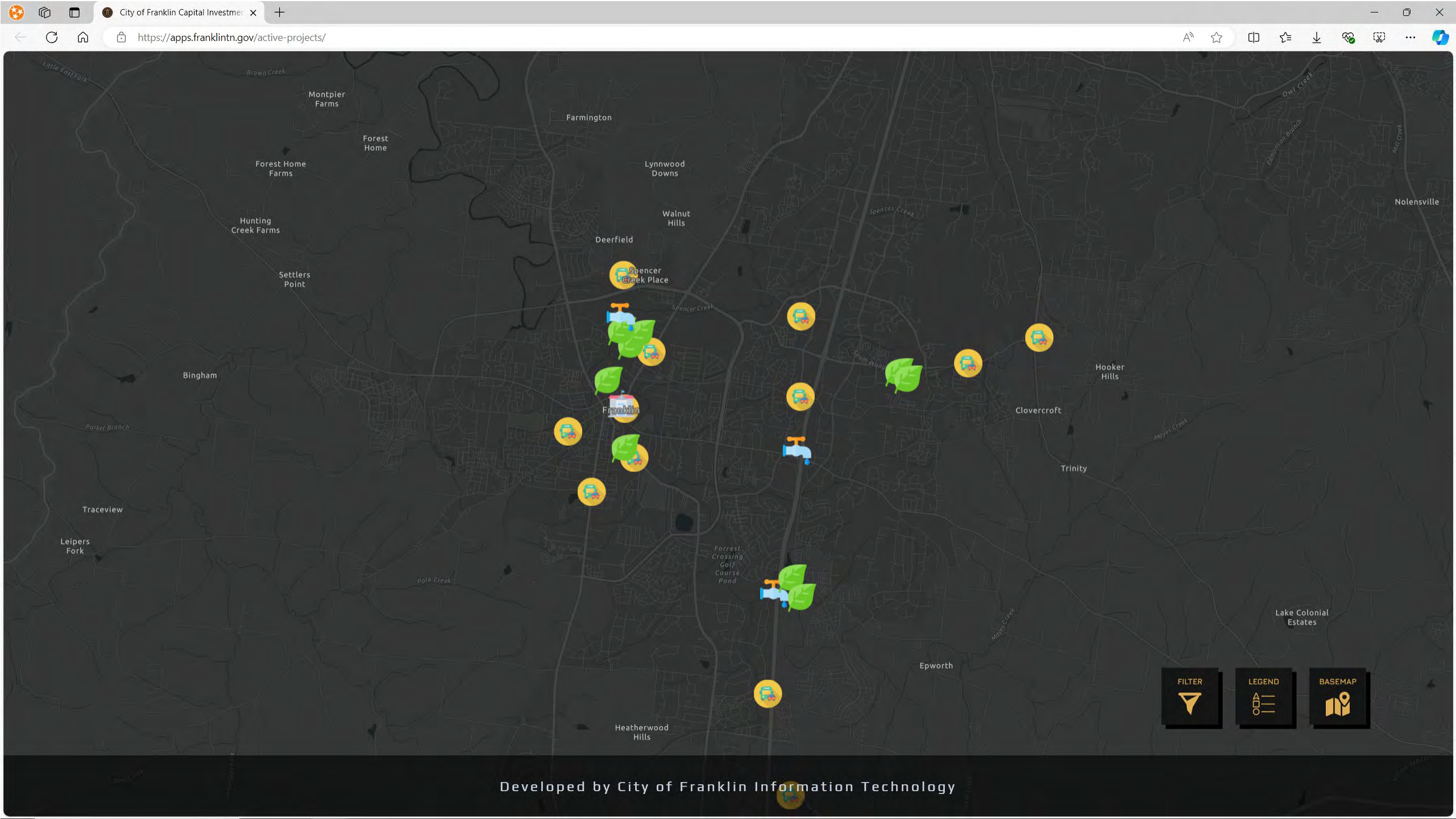


Image Captured from City of Franklin Website on 06/18/2024

Go to www.franklintn.gov >> Hover over “Our City” >> Click on “City Projects” >> Click on “[Capital Projects Dashboard](#)”

OR

Go to www.franklintn.gov >> Hover over “Business” >> Click on “City Projects” >> Click on “[Capital Projects Dashboard](#)”