



Meeting Agenda

Capital Investment Committee

Thursday, October 24, 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
August 22, 2024 Capital Investment Committee Meeting

NEW BUSINESS

3. Consideration Of Ordinance 2024-33, An Ordinance To Establish All-Way Stop Control At The Intersection Of Townsend Boulevard And Eliot Road

Sponsors: Paul Holzen, Adam Moser

4. Consideration Of Ordinance 2024-38, An Ordinance To Revise The Pavement Markings, Signage, And Traffic Flow For Acton Street From 9th Avenue To Plaza Street

Sponsors: Paul Holzen, Adam Moser

5. Consideration Of DRAFT Ordinance 2024-39, An Ordinance To Establish A 2-Hour Parking Zone Along 9th Avenue From Columbia Avenue To Natchez Street

Sponsors: Paul Holzen, Adam Moser

6. Consideration Of DRAFT Resolution 2024-94, A Resolution Authorizing The City Administrator To Approve Agreements And The Use Of Condemnation, If Necessary, To Acquire Rights-Of-Way And/Or Easements For The "Columbia Avenue Widening And Improvements Project (TDOT PIN 121454.00)"

Sponsors: Paul Holzen, Jonathan Marston, William Banks

7. Consideration Of Amendment 1 To COF Contract No. 2018-0242, A Professional Services Agreement With Barge Design Solutions For Final Design Services On The Columbia Avenue Widening And Improvements Project (TDOT PIN 121454.00), At A Cost Increase Of \$322,528

Sponsors: Paul Holzen, Jonathan Marston, William Banks

8. Consideration Of Amendment 2 To COF Contract No. 2019-0097, With The Tennessee Department Of Transportation For The SR-96 (Murfreesboro Road) Traffic Signal Improvement Project

Sponsors: Paul Holzen, Adam Moser

9. Consideration Of Amendment 2 To COF Contract No. 2019-0233, A Professional Services Agreement With Alfred Benesch & Company For The Final Design Of The Old Peytonsville Road And Long Lane Bridge And Connector Project (COF Project No. 2019-015) At A Cost Increase Of \$242,000

Sponsors: Paul Holzen, Jonathan Marston, William Banks

10. Consideration Of COF Contract No. 2024-0311, With Toll Brothers, Inc. For Reimbursement Agreement For An Amount Not To Exceed \$416,750

Sponsors: Paul Holzen, Jimmy Wiseman

11. Consideration Of DRAFT Change Order No. 1 To COF Contract No. 2023-0076, With Garney Construction For Downtown Area/Lewisburg Avenue Water And Sewer Improvements Project At A Cost Increase Of \$287,732.25 And A Time Extension Of 330 Calendar Days

Sponsors: Michelle Hatcher, Brian Goodwin, Patricia McNeese

12. Capital Projects Dashboard And Status Updates For October 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.



Meeting Minutes

Capital Investment Committee

Thursday, August 22, 2024

3:00 PM

Board Room

CALL TO ORDER

Chair Brandy Blanton called the meeting to order at 03:00 PM

Board Members Present: Greg Caesar, Brandy Blanton, Matt Brown, Beverly Burger

Board Members Absent:

Staff Present: Eric Stuckey, Mark Hilty, Vernon Gerth, Cayce Anderson

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

Sponsors:

A motion was made by Alderman Matt Brown, seconded by Vice Chair Greg Caesar to Approve the Agenda as Submitted. The motion passed 3-0. Alderman Beverly Burger was not available for vote.

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@franklintn.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
July 25, 2024 Capital Investment Committee Meeting

Sponsors:

A motion was made by Vice Chair Greg Caesar, seconded by Alderman Matt Brown to Approve the July 25, 2024 Capital Investment Committee Meeting Minutes. The motion passed 4-0.

NEW BUSINESS

3. **Consideration Of Amendment 1 To COF Contract No. 2022-0143, With The Flourney Development Group And FDG-NHC Optima JV, LLC For Parkland Impact Fee And Construction Agreement**

Sponsors: Paul Holzen, Jimmy Wiseman, Robyn Freeman

A motion was made by Alderman Matt Brown, seconded by Alderman Beverly Burger to Recommend Approval of the Contract Amendment to the Board of Mayor and Aldermen. The motion passed 4-0.

4. **Consideration Of Amendment 1 To COF Contract No. 2022-0158, A Professional Services Agreement With Johnson, Mirmiran & Thompson, Inc. (Formerly Known As Vaughn & Melton Consulting Engineers, Inc.) For Right-Of-Way Acquisition/Negotiation Services On The Columbia Avenue Widening And Improvements Project, To Reflect A Company Name Change Due To A Recent Corporate Merger**

Sponsors: Paul Holzen, Jonathan Marston, William Banks

A motion was made by Alderman Matt Brown, seconded by Vice Chair Greg Caesar to Recommend Approval of the Contract Amendment to the Board of Mayor and Aldermen. The motion passed 4-0.

5. **Consideration Of Amendment 1 To COF Contract No. 2022-0291, A Professional Services Agreement With Civil & Environmental Consultants, Inc. For Construction Engineering & Inspection Services For The Park At Harlinsdale Farm Multi-Use Trail And Bridge (TDOT PIN 126630.00) At A Cost Increase Not To Exceed \$72,500**

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

A motion was made by Alderman Matt Brown, seconded by Vice Chair Greg Caesar to Recommend Approval of the Contract Amendment to the Board of Mayor and Aldermen. The motion passed 4-0.

6. **Consideration Of COF Contract No. 2024-0251, With Kimley Horn And Associates For Safe Streets & Roads For All (SS4A) Action Plan**

Sponsors: Paul Holzen, Adam Moser

A motion was made by Vice Chair Greg Caesar, seconded by Alderman Beverly Burger to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 4-0.

7. **Consideration To Deny Sewer Availability For Skylight Ranch, 2051 Wilson Pike (Map 080, Parcel 05403)**

Sponsors: Michelle Hatcher, Scott Andrews

A motion was made by Vice Chair Greg Caesar, seconded by Alderman Beverly Burger to Recommend this Item to Work Session Once Updated Request Information Is Available. The motion passed 4-0.

8. **Capital Projects Dashboard And Status Updates For August 2024**

Sponsors: Paul Holzen, Jonathan Marston

The item was acknowledged.

OTHER BUSINESS

ADJOURN

A motion was made by Alderman Matt Brown, seconded by Alderman Beverly Burger to Adjourn the Meeting. The motion passed 4-0.

Meeting Adjourned @ 3:41 PM

Brandy Blanton, Chair

Minutes Prepared by Sarah Schilling, Assistant Deputy City Recorder, City Administrator's Office - 10/17/24, 1:18 PM



File #: 21-0766

DATE: September 12, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Ordinance 2024-33, An Ordinance To Establish All-Way Stop Control At The Intersection Of Townsend Boulevard And Eliot Road

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2024-33, An Ordinance To Establish All-Way Stop Control At The Intersection Of Townsend Boulevard And Eliot Road.

BACKGROUND/STAFF COMMENTS:

On May 8, 2024, the Westhaven HOA asked for various all-way stops to be establish within the subdivision. Engineering studies were completed and found that the intersection of Townsend Boulevard and Eliot Road did indeed warrant an all-way stop control per the Manual on Uniform Traffic Control Devices (MUTCD) all-way stop warrants due to the proximity to the Pearre Creek elementary school, pedestrian activity including school crossings, and sight distance issues caused by the wide median on Townsend Boulevard.

FINANCIAL IMPACT:

The funding for adding these signs and markings is included in the Streets Department annual operating budget.

RECOMMENDATION:

Staff recommends that Ordinance 2024-33 be recommended to the Board of Mayor and Aldermen for approval.

ORDINANCE 2024-33

AN ORDINANCE TO ESTABLISH ALL-WAY STOP CONTROL AT THE INTERSECTION OF TOWNSEND BOULEVARD AND ELIOT ROAD

WHEREAS, the City of Franklin, Tennessee, received a request to establish all-way stop control at the intersection of Townsend Boulevard and Eliot Road; and

WHEREAS, the intersection of Townsend Boulevard and Eliot Road is currently configured with stop control only on the Eliot Road approaches; and

WHEREAS, Engineering Department Staff has completed a multiway stop engineering study examining: pedestrian and vehicle volume, five (5) year crash history, roadway geometry, pedestrian activity, and surrounding land use; and

WHEREAS, the Engineering Department recommends the establishment of all-way stop control at the intersection of Townsend Boulevard and Eliot Road for the following reasons: limited sight distance due to wide median, elementary school adjacent to intersection and pedestrian activity.

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

SECTION I. That all-way stop control shall be established at the intersection of Townsend Boulevard and Eliot Road.

SECTION II. That the Director of the Streets Department is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

SECTION III. That the penalty for failure to obey the provisions of this Ordinance shall be as indicated in the Franklin Municipal Code and/or the Tennessee Code Annotated.

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

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

PASSED FIRST READING _____

PASSED SECOND READING _____

From: [Matthew Shallcross](#)
To: [Adam Moser](#)
Cc: [John Jacoby](#); [Paul Holzen](#)
Subject: Westhaven Additional Stop Sign/No Parking Sign Request
Date: Wednesday, May 8, 2024 4:15:41 PM
Attachments: [Westhaven AWSW - Sight Distance - Draft.pdf](#)

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,

We would like to request all way stop signs for 3 intersections in Westhaven outlined below. There are multiple safety factors we believe warrant Stops Signs and additional No Parking Signs (by elementary school) to ensure the safety of residents and visitors of Westhaven. Please see attached Sight Distance report completed for all 3 intersections for reference as well.

- **Westhaven Boulevard and Front Street**

Request: Add Stop Signs on Westhaven Blvd to make all way stop.

- Pedestrian crossing concerns at intersection. This is a popular crossing area and introducing stop signs would be beneficial to the safety of pedestrians.
- Cars illegally parked restricting sight distance.
- Concerns about possible unreported accidents at intersection.
- Adding an all-way stop would help drivers adequately observe pedestrian and vehicle traffic.

- **Westhaven Boulevard and Acadia Avenue**

Request: Add all way Stop Signs with Pedestrian Crossings.

- Concerns about possible unreported accidents at intersection
- Adding an all way stop with would help drivers adequately observe pedestrian and vehicle traffic.
- Adding the pedestrian crossings with the stop signs would allow pedestrians to cross the busy street safely.

Pearre Creek School Area

Jewell Avenue and Ripley Lane

Request: Add Stops Signs on Jewell Avenue to make all way stop

- This is adjacent to the elementary school, and we believe an all-way stop would be very beneficial for safety.
- Site distance can be restricted during the heavily traffic morning/afternoon commute and school arrival/dismissal times.
- Safety concerns with children crossing the road along the cross walk at intersection.
- Adding an all-way stop would help drivers adequately observe pedestrian and

vehicle traffic.

Riley Way

Request: Additional No Parking Signs along south side of street by school.

- Students are often crossing the street between cars and with all the congestion it is not safe.
- I can add this to the already approved No Parking Sign project as we did with Keats.

(Additional safety and traffic measures has been requested by the school staff as well)

Please let us know how we can further help with getting these stop signs and pedestrian crossings installed.

Thanks,

Matt Shallcross

Project Engineer

SOUTHERN LAND COMPANY

Mobile: 615.300.3500

3990 Hillsboro Pike, Suite 400, Nashville, TN 37215

southernland.com | [LinkedIn](#) | [@southernlandcompany](#)

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DATE: September 11, 2024

TO: Westhaven HOA

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

SUBJECT: Westhaven All-way Stop Study

Purpose

The purpose of this memo is to provide the results of a multiway (all-way) stop study that was performed at the intersections of Westhaven Blvd at Front Street and Westhaven Blvd at Acadia Ave. in the Westhaven subdivision as requested by the HOA. This study analyzes the data collected to see if the data satisfied multiway stop criteria found in the most recent version of the Manual on Uniform Traffic Control Devices (MUTCD). The request for the multiway stops was stated as poor sight distance, however, sight distance alone does not warrant multiway stops.

Background

In May 2024, the Westhaven HOA raised concerns with multiple intersection within their neighborhood. The main concern sighted was the number of pedestrians and pedestrian safety due to poor sight distance.

Westhaven is a large mixed-use neighborhood within the City of Franklin. It is a community that hosts a variety of transportation modes and land uses. There are neighborhood amenities including park areas, pools and access to restaurants and businesses within the development. Sidewalk infrastructure is located throughout the neighborhood.

Study & Results

Section 2B.13-17 of the MUTCD gives criteria to warrant multi-way stops. These criteria were used in this engineering study to see if warrants for a multi-way stop were met. The criteria include studying count data (pedestrian and vehicle), crash data, and sight distance.

Westhaven Blvd. at Front Street

Figure 1 shows the multi-way stop study location in Westhaven. The subject intersection's crosswalks are marked across all legs of the intersection, even though two of the pedestrian crossings cross uncontrolled (non-stop controlled) vehicle legs. Just north of the subject intersection approximately 400', a multi-way stop exists at State Blvd and Westhaven Blvd. There is a marked crosswalk across the northern leg of this intersection under stop control.



Figure 1 Study Location Map – Westhaven / Front Street

Vehicular volumes were studied to determine if volumes met the MUTCD criteria. Vehicle and pedestrian count data was collected at the intersection of Westhaven Blvd and Front Street August 21 and August 22, 2024. Pedestrian crossings across Westhaven Blvd were moderately high but unlikely impacted by high vehicular volume along the roadway during the study period (i.e. gaps were present in traffic to cross according to the data). Pedestrian volumes crossing Westhaven Blvd at Front Street had a weekday high of 275 on Wednesday August 21st. It is important to note that the busiest pedestrian volumes did not occur during the same time period as vehicular volumes but were the hour after. The peak pedestrian crossings occurred on Wednesday with a total of 47 pedestrians crossing Westhaven Blvd in a single hour. The daily volumes and pedestrian crossings can be found below in Table 1.

Table 1: Daily Vehicle and Pedestrian Volumes

Study Time Frame	Front St.	Across Front St.	Westhaven Blvd. (NB)	Across North Leg	Westhaven Blvd. (SB)	Across South Leg
	Vehicles	Pedestrians	Vehicles	Pedestrians	Vehicles	Pedestrians
Wednesday 8/21/2024	1251	296	1332	161	1699	114
Thursday 8/22/2024	1125	241	1340	135	1635	90

Based on the criteria stated in the MUTCD, Westhaven Blvd. needs to have 300 or more entering vehicles/pedestrians per hour per approach for 8 hours in a day and 200 entering vehicles/pedestrians per hour on Front Street for the same 8 hours. The peak hour volume on Westhaven Blvd was 306 vehicles/pedestrians and Front Street had 184 entering vehicles/pedestrians, short of the volumes stated in the MUTCD. Westhaven Blvd. had a single hour with volumes greater than 300 and Front Street had no single hours meeting the minimum volume standards across the two days of data.

Based on the Data that is found in AASHTOWare, there were no reported crashes at the study intersection in the last 3 years.

In reviewing the data, the subject intersection does NOT meet MUTCD criteria for a multiway (all-way) stop for the following reasons:

1. **Crash Criteria:** No reported crashes in the last 3 years. This does not meet the criteria of 4 crashes within 12 months that could be correctable by a stop sign, per Warrant A or 5 crashes over a 36 month period.
2. **Volume Criteria:** No hours met the required 8 hours of the MUTCD volume criteria as set forth in Warrant D.
3. **Equal 24-hour volume on all approaches:** While the values of all approaches are fairly high, Front Street had up to 400 vehicles less than the approaches of Westhaven Blvd over a 24-hour period.
4. **Sight Distance Criteria:** While sight distance looking south from Front Street does not meet the AASHTO Green Book standard intersection sight distance at 25 mph, the crash history does not support sight distance at this intersection being an issue for turning onto Westhaven Blvd. Sight distance could be improved by removing some on street parking if desired. Sight distance alone is not sufficient criteria to implement a multiway stop.

Westhaven Blvd. at Acadia Avenue

Figure 2 shows the second multi-way stop study location in Westhaven, Westhaven Blvd and Acadia Avenue. This intersection does not have any marked crosswalks across any legs. Acadia Avenue is stop controlled while Westhaven Blvd. is free flowing. The nearest marked crosswalk locations is about 500 feet to the north at Riley Way. This marked crosswalk is uncontrolled.



Figure 2 Study Location Map – Westhaven Blvd / Acadia Ave

Vehicular volumes were studied to determine if volumes met the MUTCD criteria. Vehicle and pedestrian count data was collected at the intersection August 14 and August 15, 2024. Pedestrian crossings across Westhaven Blvd were moderate but unlikely impacted by vehicular volume along the roadway during the study period (i.e. gaps were present in traffic to cross according to the data). Pedestrian volumes crossing Westhaven Blvd at Acadia Avenue had a weekday high of 81 on Wednesday August 14th. The peak pedestrian crossings occurred on Wednesday with a total of 21 pedestrians crossing Westhaven Blvd in a single hour. The daily volumes and pedestrian crossings can be found below in Table 2.

Table 2: Daily Vehicle and Pedestrian Volumes

Study Time Frame	Acadia Ave. (EB)	Across West Leg	Acadia Ave. (WB)	Across East Leg	Westhaven Blvd. (NB)	Across North Leg	Westhaven Blvd. (SB)	Across South Leg
	Vehicles	Pedestrians	Vehicles	Pedestrians	Vehicles	Pedestrians	Vehicles	Pedestrians
Wednesday 8/14/2024	383	67	333	67	694	81	926	42
Thursday 8/15/2024	375	69	371	64	666	57	938	40

Based on the criteria stated in the MUTCD, Westhaven Blvd. needs to have 300 or more entering vehicles/pedestrians per hour per approach for 8 hours in a day and 200 entering

vehicles/pedestrians per hour on Acadia Avenue for the same 8 hours. The peak hour volume on Westhaven Blvd was 183 vehicles/pedestrians and Acadia Avenue had 91 entering vehicles/pedestrians, far short of the volumes stated in the MUTCD. None of the approaches met minimum volumes for any hour over the two days of data.

Based on the Data that is found in AASHTOWare, there were no reported crashes at the study intersection in the last 3 years.

In reviewing the data, the subject intersection does NOT meet MUTCD criteria for a multiway (all-way) stop for the following reasons:

1. **Crash Criteria:** No reported crashes in the last 3 years. This does not meet the criteria of 4 crashes within 12 months that could be correctable by a stop sign, per Warrant A or 5 crashes over a 36 month period.
2. **Volume Criteria:** No hours met the required 8 hours met the MUTCD volume criteria as set forth in Warrant D.
3. **Equal 24-hour volume on all approaches:** The volumes of the Westhaven approaches are fairly high, the Acadia Avenue had up to about 550 vehicles less than the approaches of Westhaven Blvd over a 24-hour period.
4. **Sight Distance Criteria:** Sight distance to the north and south from Acadia Avenue does meet the AASHTO Green Book standard intersection sight distance at 25 mph, and the crash history does support sight distance at this intersection not being an issue for turning onto Westhaven Blvd. Sight distance could be impacted by on street vehicles parking closer to the intersection. Improved sight distance could be maintained by restricting on street parking if desired. Sight distance alone would not be a sufficient criteria to implement a multiway stop.

Townsend Blvd. & Eliot Road

This intersection currently has marked crosswalks on three legs of the intersection. The Eliot Road crosswalks are stop controlled while the crosswalk crossing Townsend is uncontrolled. Pearre Creek Elementary School is adjacent to this intersection. There are many students that walk to and from this elementary school daily and cross Townsend Blvd. and Eliot Road.

Recommendations

The HOA request stated sight distance, parking near the intersection and unreported accidents as the main triggers for the request. However, the City must conduct studies with known data and observed data as applicable to the MUTCD warrants. From the data collected, while close to meeting some criteria, Westhaven @ Front Street does not meet MUTCD criteria used to install a multi-way stop condition. If sight distance is an issue for this intersection, parking restrictions should be extended to improve visibility. Pedestrian crossing enhancements could also be installed at this intersection, such as solar RRFBs, additional ped crossing signs, yield bars, etc.

Westhaven @ Acadia Avenue does not meet MUTCD criteria used to install a multi-way stop condition. If sight distance becomes an issue for this intersection, parking restrictions should be implemented to improve visibility for the intersection.

Townsend Blvd. & Eliot Road is adjacent to Pearre Creek Elementary School with challenging geometry due to the wide median. With the potential pedestrian and vehicle conflicts at this location, and due to its close vicinity to a school, a multi-way stop is approved for this intersection. An ordinance will be drafted and sent to BOMA for approval for this intersection. If approved, the HOA will need to work with the City to install the all-way stop. The HOA would be required to purchase and install stop sign posts, since the neighborhood requires decorative posts. Coordination with the Streets Department will be necessary for stop bar installation and sign delivery as necessary.

Overall, the City recommends that the Westhaven HOA landscaping company ensure proper pruning of the trees to increase sight distance at intersections, and for any sign that is blocked by tree limbs. It was observed in the City staff's onsite review that many signs throughout the neighborhood were blocked by low hanging limbs, including some stop signs. Please review all stop locations and potential pedestrian crossings for landscaping pruning that could help in achieving better sight distance. In addition, installing 'No Parking Here To Corner' signs would be permitted to help sight distance, as necessary, for pedestrian crossings.



File #: 21-0854

DATE: October 9, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Ordinance 2024-38, An Ordinance To Revise The Pavement Markings, Signage, And Traffic Flow For Acton Street From 9th Avenue To Plaza Street

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2024-38, an Ordinance To Revise The Pavement Markings, Signage, And Traffic Flow For Acton Street From 9th Avenue To Plaza Street

BACKGROUND/STAFF COMMENTS:

Acton Street is a low volume residential street. With the temporary relocation of City Hall and additional traffic that will be added to this area, additional parking areas need to be designated for employees and citizens. By turning Acton Street into a one-way street heading in the southwesterly direction, parallel parking spaces can be added to the street.

FINANCIAL IMPACT:

Pavement markings and signing to convert this street into a one-way street are available in the existing Streets Department budget.

RECOMMENDATION:

Staff recommends that Ordinance 2024-38 be recommended to the Board of Mayor and Aldermen for approval.

ORDINANCE 2024-38

**AN ORDINANCE TO REVISE THE PAVEMENT MARKINGS, SIGNAGE, AND TRAFFIC FLOW
ON ACTON STREET FROM 9TH AVENUE TO PLAZA STREET**

WHEREAS, Acton Street currently is a low volume local street allowing two-way traffic flow with stop control at the intersection of 9th Avenue and Natchez Street; and

WHEREAS, the pavement width on Acton Street does not allow for parallel parking spaces to be marked along this section; and

WHEREAS, the City of Franklin needs to maximize parking in this area; and

WHEREAS, the City requests to reconfigure the traffic flow on Acton Street from 9th Avenue to Plaza Street, from its current configuration of two-way traffic to one-way traffic southbound to allow marking of parallel parking spaces; and

WHEREAS, City staff has prepared Exhibit A, for consideration by the Board of Mayor and Aldermen to revise traffic flow, pavement markings, and signage on Acton Street from 9th Avenue to Plaza Street.

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

SECTION I: That the Streets Department is hereby authorized and directed to proceed with the implementation of Exhibit A.

SECTION II: That the penalty for failure to obey the provisions of this Ordinance shall be as indicated in the Franklin Municipal Code and/or the Tennessee Code Annotated.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Angie Skarp
City Recorder

By: _____

Dr. Ken Moore
Mayor

Approved as to Form:

By: _____

William E. Squires
Assistant City Attorney

PASSED FIRST READING

PASSED SECOND AND FINAL READING



SITE LEGEND

PARKING COUNT	
PROPOSED SPACES	38
PROPOSED HANDICAP SPACES	02
TOTAL SPACES	40

EXHIBIT A



REVISION RECORD	
NO	DATE

CITY OF FRANKLIN, TN
ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLIN, TN 37064
615-791-3218

**TEMP CITY HALL
PARKING LAYOUT**

DATE:	CONTRACT NO:
DRAWN BY:	APPROVED BY:

From: [Vernon Gerth](#)
To: [Paul Holzen](#); [Adam Moser](#)
Subject: Acton Street and 9th Avenue Parking - Please proceed to BOMA
Date: Thursday, October 3, 2024 11:17:14 AM
Attachments: [Parking Options Acton Street.pdf](#)

Good morning, Paul, and Adam.

Please proceed with securing the BOMA approval for making Acton Street one-way as illustrated on the attached exhibit. I am meeting with the Street Department to discuss delineating the parallel parking spaces on Acton and, a few other related improvements in the area.

Additionally, please proceed with securing BOMA approval for restricting the parallel parking spaces along 9th Avenue between Columbia Avenue and Acton Street to 2-hours.

I have secured verbal approval from First Bank, Drury Insurance, and First Missionary Church representatives for both these improvements. .

Thank you.

Vernon

City of Franklin

Assistant City Administrator for Community and Economic Development
615-550-6671

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City of Franklin

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

File #: 21-0855

DATE: October 9, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of DRAFT Ordinance 2024-39, An Ordinance To Establish A 2-Hour Parking Zone Along 9th Avenue From Columbia Avenue To Natchez Street

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2024-39, An Ordinance To Convert The Existing Parallel Parking Spaces Along 9th Avenue From Columbia Avenue To Natchez Street To 2-Hour Time Restricted Parking

BACKGROUND/STAFF COMMENTS:

With the temporary relocation of City Hall to 9th Avenue and additional traffic that will be added to this area, parking areas to do business with the City need to be designated for those citizens and businesses that visit City Hall. The parallel parking areas along the frontage of the temporary City Hall buildings on 9th Avenue are ideal for shorter term parking restrictions to allow them to turn-over and to prevent employees from parking in these spaces.

FINANCIAL IMPACT:

Signing and Markings are available in the Streets Department annual budget

RECOMMENDATION:

Staff recommends that Ordinance 2024-39 be recommended to the Board of Mayor and Aldermen for approval.

ORDINANCE 2024-39

AN ORDINANCE TO ESTABLISH 2-HOUR PARKING ZONE ALONG 9TH AVENUE SOUTH FROM COLUMBIA AVENUE TO NATCHEZ STREET

WHEREAS, 9TH Avenue South currently has unrestricted inset parallel parking on the north side of the street between Columbia Avenue and Natchez Street; and

WHEREAS, there is customer parking demand for businesses fronting 9th Avenue South and this area; and

WHEREAS, the City of Franklin needs to maximize turn-over for on-street parking along 9th Avenue South; and

WHEREAS, the City requests to restrict the parallel parking spaces along 9th Avenue South from Columbia Avenue to Natchez Street to a limit of two hours.

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

SECTION I: That the Streets Department is hereby authorized and directed to proceed with the implementation of signing the parallel parking spaces along 9th Avenue South between Columbia Avenue and Natchez Street to a 2-hour parking limit.

SECTION II: That the penalty for failure to obey the provisions of this Ordinance shall be as indicated in the Franklin Municipal Code and/or the Tennessee Code Annotated.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
DR. KEN MOORE
Mayor

Approved as to Form:

By: _____
William E. Squires
Assistant City Attorney

PASSED FIRST READING _____

PASSED SECOND AND FINAL READING _____



File #: 21-0851

DATE: October 9, 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 Resolution 2024-94, A Resolution Authorizing The City Administrator To Approve Agreements And The Use Of Condemnation, If Necessary, To Acquire Rights-Of-Way And/Or Easements For The "Columbia Avenue Widening And Improvements Project (TDOT PIN 121454.00)"

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-94.

BACKGROUND/STAFF COMMENTS:

On July 14, 2015, the BOMA unanimously approved the Local Agency Project Agreement (COF Contract No. 2014-0289, TDOT Contract No. 140204), which formally began the Columbia Avenue Widening & Improvements Project (TDOT PIN 121454.00).

The project team has completed the right-of-way design and staff is ready to start the ROW acquisition. Fair market value for any necessary ROW and/or easements will be determined by a qualified appraiser. In an effort to expedite the process, staff seeks BOMA approval to authorize the City Administrator to approve agreements to acquire easements and/or ROW on behalf of the BOMA. Additionally, staff seeks approval to proceed with condemnation to acquire the necessary property and/or easements, but only if negotiations fail.

FINANCIAL IMPACT:

There is no direct financial impact associated with Resolution 2024-94. Expenses will occur as the individual property acquisitions are settled.

RECOMMENDATION:

Staff recommends that Resolution 2024-94 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2024-94

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE AGREEMENTS AND THE USE OF CONDEMNATION, IF NECESSARY, TO ACQUIRE RIGHTS-OF-WAY AND/OR EASEMENTS FOR THE “COLUMBIA AVENUE WIDENING AND IMPROVEMENTS PROJECT (TDOT PIN 121454.00)”

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee (the “BOMA”) has determined that the construction of certain improvements within the city limits are necessary, suitable, and desirable for the public welfare; and

WHEREAS, these improvements are generally described as the widening from 3 travel lanes to a new five-lane typical roadway section with medians and sidewalks in some locations, utility upgrades, and traffic signal improvements on Columbia Avenue (US-31/SR-6) from Mack Hatcher Parkway (SR-397) to Downs Blvd. (the “Project”); and

WHEREAS, the transportation improvements associated with the Project will generally be funded with eighty percent (80%) federal funds and twenty percent (20%) state funds; and

WHEREAS, on July 14, 2015, the BOMA unanimously approved the Local Agency Project Agreement (COF Contract No. 2014-0289, TDOT Contract No. 140204), which formally began the Columbia Avenue Widening & Improvements Project (TDOT PIN 121454.00); and

WHEREAS, it will be necessary, in order to construct said improvements, for the City to obtain additional rights-of-way (“real property”) and easements (“real property interest”) from the owners of the properties listed on the attached Exhibit A; and

WHEREAS, the Board finds that it is in the best interests of the City of Franklin and for efficiency when acquiring rights-of-way and/or easements (“property acquisition”) for the Project to authorize the City Administrator to approve said property acquisition agreements on behalf of the BOMA; and

WHEREAS, the price to be paid for property acquisition shall be established by a qualified appraiser; and

WHEREAS, it has been general practice by the City, and by the Tennessee Department of Transportation (“TDOT”) on which this City practice is based, to allow the staff performing the acquisition negotiations the ability to increase the offer by up to an additional ten percent (10%) or Ten Thousand Dollars (\$10,000.00), whichever amount is greater, in an effort to successfully close the acquisition negotiations; and

WHEREAS, the BOMA expressly finds that the City has the power of eminent domain to extend public roads (see T.C.A. §29-17-301 *et seq.*) and to acquire easements and/or rights-of-way necessary for proper completion of the said improvements, and that the acquisition of such easements and/or rights-of-way is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

WHEREAS, the BOMA believes that the removal of certain contracts and purchases from the Board’s agenda provides for more expedient conduct of City business; and

WHEREAS, all property acquisitions shall be reported to the BOMA as items approved by the City Administrator on behalf of the Board.

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

SECTION 1. The City Administrator, the City Engineer, and the City Attorney are authorized to obtain the necessary rights-of-way, permanent easements, and/or temporary easements on and/or across the properties listed in Exhibit A hereto and may enter into agreements with property owners with respect to the compensation to be paid for the said rights-of-way and/or easements, so long as such amounts are reasonable and supported by a qualified appraisal.

SECTION 2. In an effort to avoid the condemnation process and to complete the property acquisition process as efficiently as possible, the City Administrator or his designee is authorized to increase the purchase price offer above appraised value by up to ten percent (10%) or Ten Thousand Dollars (\$10,000), whichever is greater.

SECTION 3. If an in impasse is reached during negotiations with a property owner and condemnation is the only alternative, then the City Attorney is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Administrator, the City Attorney, and the City Engineer are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable and supported by a qualified appraisal.

SECTION 4. All land acquisitions completed under the authority granted by this resolution shall be reported to the Board of Mayor and Aldermen.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

TRACT NO.	PROPERTY OWNERS	TAX MAP NO.	PARCEL NO.
1	PWU PROPERTIES, LP	90	22
-2	CITY OF FRANKLIN	90	24
-3	TSC INDUSTRIES, INC	90	25
-4	CEMETERY	90	25.01
-5	TARGET CORPORATION	90	26.07
6	ASHLEY OUTLOTS, LLC	90	26.06
7	PLC TN ASSETS LLC	90	21
8	PLC TN ASSETS LLC	90	21.01
9	ASHLEY OUTLOTS, LLC	90	26.05
10	ASHLEY SHOPS, LLC	90	26.04
11	ASHLEY OUTLOTS, LLC	90	26.03
12	KROGER LP 1	90	26
13	NOLAND PROPERTIES INC	90	20.03
14	PRD OWNER, LLC	90	26.14
-15	BEL GREENHAVEN, LLC	90	26.15
-16	SWHR SHADOW GREEN II, LLC	90	26.17
17	CHICK-FIL-A, INC	90	26.13
18	KEELING COMPANY	90G	1
-19	SOUTHEAST BUSINESS CENTER	90G	2
20	TAYLOR INVESTMENT GROUP, LLC	90G	6
-21	LITTLETON PINES LLC	90	26.12
22	OLD SOUTH PROPERTIES, INC	90G	6.01
-23	MARY D. WEARY	90G	6.02
-24	CIP HOLDINGS, LLC	90G	7
-25	JAMES A. PEWITT, TRUSTEE	90G	8
-26	B-A PROPERTIES, LLC	90G	17
-27	COLE ALPHA TRUST	90G	18
28	CUTSFORTH HOLDINGS LLC	90G	19
29	TAYLOR INV GROUP LLC	90G	6
30	TIMOTHY L. CAMERON, SR., TRUSTEE	90G	5
31	JEFFREY SCOTT DAVIS & MARK ALLEN SWAFFORD	90G	7
32	EARL R. HARRIS JR. & BARBARA G. HARRIS	90G	4
33	FITZ ENTERPRISES, LLC	90G	20
34	ERNEST K. FAUST & CAROL A. FAUST	90G	3
35	GULF RESIDENTIAL PROP LLC	90G	22
36	THIBEDORE GILBERT WELLS AND RENATA ELIZABETH BLUHM	90G	2
37	MILTON D. & BRENDA G. CRUTCHER	90G	19
-38	DISCOUNT PLUMBING & ELECTRIC SUPPLY	90G	9
-39	LONNY D. HAZELWOOD, SR.	90G	18
-40	MMA HOLDINGS LLC	90G	10
-41	LEWIS GLASS CO.	90G	16
42	MILTON D. & BRENDA G. CRUTCHER	90G	1
43	DEE RICHARDSON	90G	23
44	CAMERON PROPERTIES	90G	1.01
45	SUSAN COX FRANKLIN, LLC	90G	10
46	O'REILLY AUTOMOTIVE, INC	90G	2
47	CAMERON PROPERTIES	90G	1
48	THE CITY OF FRANKLIN	90	9
49	CENTURY PLAZA, LLC	90G	29
50	CHEROKEE LUMBER, LLC	90G	1

TRACT NO.	PROPERTY OWNERS	CITY	
		TAX MAP NO.	PARCEL NO.
51	FRANKLIN KUBOTA INC.	90G	1.02
52	C & M PROPERTIES	90G	28
53	FRANKLIN KUBOTA INC.	90G	2
54	C & M HEATING & COOLING, INC.	90G	28.01
55	DON R. CAMERON, ETAL	90G	3
56	ROLLING HILLS COMMUNITY CHURCH, INC.	90	6
57	AGNL BLADE LP	90	9.01
58	FRANKLIN 240 LLC	90	7.01
59	AGNL BLADE LP	90	8
60	ROLLING HILLS COMMUNITY CHURCH, INC.	90	6
61	CVHC6, LLC	90	6.11
62	DAVACHI FARHAD	90C	15.01
63	CVHC6, LLC	90	6.08
64	CONRAD ASSOCIATES, L.P.	90C	14.01
65	BEARD DALLAS	90C	15
66	MCCLAIN ROSE	90C	14
67	JONES WILLIAM H ETAL	90C	16
68	RICHARD HORN & VIRGINIA LEE STORY	90C	13
69	ERWIN ALBERT S JR	90C	17
70	DONNY R. HORTON & BETTY K. HORTON	90C	18
71	CORNERSTONE FINANCIAL CREDIT UNION, INC.	90	6.07
72	FRANKLIN 240 LLC	90	6.1
73	MSP FRANKLIN, LLC	90	6.06
74	DEBORAH K. MOODY	78	42
75	WNR31-FRANKLIN LLC	90C	8
76	BUTLER VENTURES, LLC	90C	5
77	WILLIAMSON COUNTY	78	40
78	MEGAN LANE GAUTSCHE	90C	5.01
79	CAMERON PROPERTIES	90C	8.01
80	CARR AVE LLC	90C	4
81	CAMERON PROPERTIES	90C	9
82	DAVID L. FREEMAN AND DIANNE C. FREEMAN REV LIVING TRUST	90C	7
83	1552 FRANKLIN LLC	78	39
84	203 DOWNS AVE LLC	78	37
85	GERALD W. ROBESON & GENETTE C. ROBESON, CO-TRUSTEES	78N	11
86	CAMERON PROPERTIES	78N	1
87	WELTON INVESTMENTS, LLC	78O	20
88	DOWNS PARTNERS LLC	78	35
90	HYUN T. SHIN & CHANG SUG CHIN	78N	19
91	WELTON INVESTMENTS, LLC	78O	19
92	CAMERON RENTALS LLC	78N	20
93	WELTON INVESTMENTS, LLC	78O	18
94	BRIDGES OF WILLIAMSON COUNTY	78N	21
102	ROOS KARLA B	78N	2

STATE AND CITY R.O.W. ACQUISITION TABLE								
TRACT NO.	AREA TO BE ACQUIRED (ACRES)		PERMANENT DRAINAGE EASEMENT (ACRES)		PUDE		PERMANENT SLOPE EASEMENT (ACRES)	
	STATE OF TENNESSEE	CITY OF FRANKLIN	STATE OF TENNESSEE	CITY OF FRANKLIN	STATE OF TENNESSEE	CITY OF FRANKLIN	STATE OF TENNESSEE	CITY OF FRANKLIN
10		1634 S.F.						
11		236 S.F.						
14	377 S.F.	190 S.F.						
17		347 S.F.					22 S.F.	16 S.F.
22						198 S.F.		
34	190 S.F.	375 S.F.				501 S.F.		
36	256 S.F.	400 S.F.					12 S.F.	60 S.F.
46	645 S.F.	325 S.F.				1216 S.F.	131 S.F.	114 S.F.
47	1186 S.F.	106 S.F.						66 S.F.
48	240 S.F.	750 S.F.				256 S.F.		
49	1451 S.F.	374 S.F.						104 S.F.
50	1084 S.F.	290 S.F.				1127 S.F.		
58	0.143	1567 S.F.						
59	0.248	3020 S.F.						
62	1463 S.F.	490 S.F.						
63		246 S.F.						
64		237 S.F.						340 S.F.
71		305 S.F.						
76	2265 S.F.	0.162	2155 S.F.	839 S.F.				432 S.F.
82	1197 S.F.	1215 S.F.		635 S.F.				24 S.F.
84	1928 S.F.	3506 S.F.		285 S.F.				1768 S.F.
85	276 S.F.	0.568		250 S.F.				746 S.F.
86	481 S.F.	0.106						372 S.F.
87	1435 S.F.	3141 S.F.						
90	218 S.F.	737 S.F.						
102		123 S.F.						176 S.F.

1. THE PURPOSE OF THIS TABLE IS TO:

- A. SHOW TRACTS THAT HAVE ACREAGE TO BE ACQUIRED BY THE STATE OF TENNESSEE AND ACREAGE TO BE ACQUIRED THE CITY OF FRANKLIN.
- B. SHOW TRACTS THAT HAVE ACREAGE TO AQUIRED BY ONLY THE CITY OF FRANKLIN.



File #: 21-0813

DATE: September 30, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2018-0242, A Professional Services Agreement With Barge Design Solutions For Final Design Services On The Columbia Avenue Widening And Improvements Project (TDOT PIN 121454.00), At A Cost Increase Of \$322,528

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. 2018-0242, a Professional Services Agreement (PSA) with Barge Design Solutions for Final Design Services on the Columbia Avenue Widening and Improvements Project.

BACKGROUND/STAFF COMMENTS:

The widening of Columbia Avenue (US-31/SR-6) is needed to accommodate the projected traffic volume and increase the mobility and safety to and from downtown Franklin. The project generally includes a new five-lane typical section, with medians in some locations, as originally proposed and approved via Resolution 2017-43. The project is currently in the Right-of-Way (ROW) Acquisition Phase.

On December 11, 2018, the City and the Barge Design entered into a Professional Services Agreement, COF Contract No. 2018-0242, entitled Columbia Avenue (SR-6/US-31) Widening and Improvements Project (TDOT PIN 121454.00) – Final Design Services. This PSA provided for full design of the project through construction plans. However, the City and Barge Design recognize the need for additional work related to updating the Right-Of-Way (ROW) Plans, modifications to easements, updates to the acquisition of properties, providing field survey staking for ROW acquisition consultants (not included within the original PSA), updating Legal Descriptions and Exhibits per updated TDOT requirements/feedback, generating additional Legal Descriptions and Exhibits, and preparing a TDOT required Notice of Continuing Action (NOCA) environmental document.

See “Attachment A” to the proposed Amendment 1 to COF Contract No. 2018-0242 for Barge’s detailed scope of services and compensation fee summary.

FINANCIAL IMPACT:

This PSA Amendment 1 shall be for a not-to-exceed cost increase of \$322,528.00. The original PSA (COF Contract No. 2018-0242) total cost was \$750,000.00. With the approval of Amendment 1, the new contract ceiling will become \$1,072,528.00.

The Columbia Avenue Widening and Improvements Project, in its basic form, is funded entirely by Federal and State Funds (80% Fed/20% State). Because the City of Franklin is managing this project, it will be required to initially pay invoices and then request reimbursement from TDOT. The project is currently funded from a combination of sources: up to \$28.8M in Federal Surface Transportation Block Grant (STBG) funds, up to \$3.8M in State transportation funds, and approximately \$3.6M in Local funds.

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2018-0242 be recommended to the Board of Mayor and Aldermen for approval.

**AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR COLUMBIA AVENUE (SR-6/US-31) WIDENING AND IMPROVEMENTS PROJECT (TDOT PIN
121454.00) – FINAL DESIGN SERVICES
COF Contract No. 2018-0242**

THIS AMENDMENT is made and entered into on this the ____ day of _____
20____, by and between the **City of Franklin, Tennessee** ("City") and **BARGE DESIGN SOLUTIONS,
INC.** ("Consultant").

WITNESSETH:

WHEREAS, on December 11, 2018, the City and the Consultant entered into a Professional
Services Agreement [**COF Contract No. 2018-0242**] ("Agreement") entitled **Columbia Avenue (SR-
6/US-31) Widening and Improvements Project (TDOT PIN 121454.00) – Final Design Services;**
and

WHEREAS, said Agreement stipulated that the Consultant would be paid a Not-to-Exceed
Amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) to provide
engineering design services and related technical services, as detailed in the Scope of Services;
and

WHEREAS, the City and Consultant recognize the need for additional work related to
updating the Right-Of-Way (ROW) Plans, modifications to easements, updates to the acquisition
of properties, providing field survey staking for ROW acquisition consultants, updating Legal
Descriptions and Exhibits, generating additional Legal Descriptions and Exhibits, and preparing a
Notice of Continuing Action (NOCA) environmental document; and

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated September
29, 2024, to provide the additional services requested by the City at a Not-to-Exceed Cost
Increase of **Three Hundred Twenty-Two Thousand Five Hundred Twenty-Eight and No/100
Dollars (\$322,528.00)**; and

WHEREAS, the parties desire to amend the Agreement for the Project as proposed
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 foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. The Consultant shall perform the work as
proposed in Attachment A, dated September 29, 2024, which includes the Scope of Services for
this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. The City shall pay the Consultant for the cost of the
work as described in Attachment A in the Not-to-Exceed additional amount of **Three Hundred
Twenty-Two Thousand Five Hundred Twenty-Eight and No/100 Dollars (\$322,528.00).**

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

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

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

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

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

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

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

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

All other provisions of the Agreement, dated December 11, 2018, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

THE CITY OF FRANKLIN, TENESSEE:

(Signature)

Name: Dr. Ken Moore

Title: Mayor

Date: _____

BARGE DESIGN SOLUTIONS:

(Signature)

Name: _____

Title: _____

Date: _____

Attest:

(Signature)

Angie Skarp
City Recorder

Date: _____

Approved as to Form:

J. Blake Harper,
Staff Attorney

ADDITIONAL SERVICES AMENDMENT NUMBER 1

This amendment to the Professional Services Agreement dated December 11, 2018, between City of Franklin (Client) and Barge Design Solutions, Inc. (Barge) is for additional services described as follows:

Project: Columbia Avenue (SR-6/US-31) Widening and Improvements Project
(TDOT PIN 121454.00) – Final Design Services

COF Contract No. 2018-0242

Project Description: Columbia Avenue (SR-6/US-31) Widening and Improvements Project
From SR-397 (Mack Hatcher Parkway) to Downs Boulevard

- I. **PROFESSIONAL SERVICES:** Barge agrees to perform the additional services under this Amendment as described in Exhibit A.
- II. **COMPENSATION:** The compensation to be paid to Barge for providing the requested additional services shall be paid in accordance with Exhibit A.
- III. **TERMS AND CONDITIONS:** Services performed under this amendment are subject to the same terms and conditions described in the Professional Services Agreement as referenced above.

City of Franklin		Barge Design Solutions, Inc.	
By:		By:	
Printed Name:		Printed Name:	Jonathan Haycraft, PE
Title:		Title:	Sr. VP, Director-Transportation Services
Address:		Address:	615 3rd Avenue South, Suite 700 Nashville, Tennessee 37210



Attachment A - Scope of Work
Columbia Avenue (SR-6/US-31)
Widening and Improvements Project
TDOT PIN 121454.00
COF Contract No. 2018-0242
City of Franklin
9/29/2024

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Additional Services
- IV. Project Understanding, Assumptions, and Exclusions
- V. Time of Performance
- VI. Client's Responsibilities
- VII. Deliverables
- VIII. Compensation

I. Project Description

Barge Design Solutions, Inc. (Barge) is proposing to provide additional services for Columbia Avenue (SR-6/US-31) Widening and Improvements Project, (TDOT PIN 121454.00). This Scope of Services is a supplement to the original contract, dated December 11, 2018. This Scope of Work includes additional work related to updating the Right-Of-Way (ROW) Plans, modifications to easements, updates to the acquisition of properties, providing field staking for ROW acquisition consultants, updating Legal Descriptions and Exhibits, generating additional Legal Descriptions and Exhibits, and preparing a Notice of Continuing Action (NOCA) environmental document.

II. Scope of Services

Barge proposes the following Scope of Services related to the above-noted items.

A. Project Management

- a. The original agreement included attendance at up to thirty progress and coordination meetings. This supplemental agreement includes an additional thirty coordination meetings, utility coordination meetings and other project related meetings.

B. Survey Services

- a. TDOT Right of Way Exhibits and Legal Descriptions
 - o Barge will revise ROW Exhibits and Legal Descriptions for 49 Tracts to include additional easements and division of acquisitions between the State of Tennessee and the City of Franklin.
 - o Barge will review Deeds to confirm ownership and descriptions for 16 Tracts.

- b. City of Franklin Right of Way Exhibits and Legal Descriptions
 - Barge will develop ROW Exhibits and Legal Descriptions for 26 Tracts on public side streets. properties, including Legal Descriptions for the division of acquisitions between the State of Tennessee and the City of Franklin.
- c. Staking of ROW and Easements.
 - Barge will stake ROW and Easements for a total of 58 properties.
 - Survey crews will perform this task in up to three mobilizations with approximately one third of the properties per mobilization being completed is planned, however, Barge can provide the same services in one mobilization as per City preference.
 - Staking shall be in the form of wood lath, flagging or paint markings as field conditions require.
- d. Miscellaneous Survey Update
 - Barge will provide survey update services to incorporate new developments and redevelopments along the corridor up to five tracts in the Construction Plans. Work under this Task will require a separate authorization to proceed.

C. Design Services

a. Right-Of-Way Plans

- Barge will update the ROW Plans in response to requests from the ROW acquisition team. Plans will be revised on a sheet-by-sheet basis as requested and summarize all changes in a final ROW revision set of plans at the completion of acquisition.
- Barge will revise the ROW plans to include the addition of Temporary Construction Easements as per current TDOT ROW conventions related to driveways.
- Barge will revise the proposed ROW, permanent slope easements, permanent drainage easements, and permanent Public Utility & Drainage Easements (PUDE) affected by the changes to Temporary Construction Easement for proposed driveways.
- Barge will add PUDE's as discussed with the City.
- Barge will footnote the acquisition areas in the ROW Acquisition Table to indicate ROW and easement that is to be acquired for the State of Tennessee and what is to be acquired for the City of Franklin.
- In addition, Barge will prepare revisions to Property Map Sheets, Present Sheets, Right-Of-Way Sheets, and Cross-Section Sheets.

b. Roadway Design and Plans Update

- Due to the time elapsed since the delivery of preliminary ROW plans, Barge will update the plans to conform to current TDOT standards and requirements. Affected sheets are as follows:
 - Estimated Roadway Quantities & Footnotes
 - Tabulated Quantities
 - Typical Sections and Pavement Schedule
 - Right-of Way Notes, Utility Notes, and Utility Owners
 - EPSC Notes
 - Temporary Traffic Control Notes

c. Utility Design and Plans Update

- Due to the time elapsed since the delivery of preliminary ROW plans, Barge will perform an update to the utility design to address new and relocated utilities (by others) to resolve conflicts.

D. Environmental Services

- a. Notice of Continuing Action - the original D-List Categorical Exclusion was signed on April 11, 2018. To keep the Environmental documentation current, a Notice of Continuing Action is to be prepared and approved (June 26, 2023, expiring in 2026) due to the following:
- It had been more than three years since the approval of the previous environmental documentation.
 - Changes to applicable laws, regulations, and procedures.
 - Changes to the project design or scope of work.
 - Changes to the project location or existing conditions.
 - Record of continuing project development and activity.

III. Project Understandings, Assumptions, and Exclusions

Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

- Barge will have access to the site and adjoining areas, as required.
- Two responses to requests for additional information from the City and/or TDOT are included per each deliverable.
- Permit, recording fees, etc., are to be paid by the Client/Owner.
- Design will not be phased, and one set of construction documents will be produced.
- Descriptions and exhibit drawings for the acquisition of easements are to be prepared one time as noted herein.
- In providing the OPCC, the Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's OPCC are made on the basis of Barge's professional judgment and experience. Barge makes no warranty, expressed or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCC.
- SWPPP Coordination including preparing the SWPPP and Notice of Intent (NOI) and submitting to TDEC as well as the TDEC General ARAP was included in the original agreement and are not, therefore, included in this amendment.
- The following excluded services can be provided as an additional service with an appropriate adjustment in fees.
 - Geotechnical Investigation
 - Surveying services beyond what is indicated in this Scope of Services.
 - Hydrologic modeling services
 - Air quality modeling and detailed impact studies, deemed necessary by regulatory agencies
 - Bat mist net/radio tracking
 - Final negotiation of mitigation strategy or ratios
 - Development of final mitigation plans
 - Jurisdictional Determination Request Package for the USACE's and TDEC's review
 - Compensatory Mitigation
 - Stream Quantification Tool (SQT) assessment

- Asbestos assessment
- Floodway modeling/studies
- Architectural and engineering design services
- Construction staking
- Foundation survey
- Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.)
- Any work not specified in the above Scope of Services

IV. Time of Performance

Barge is prepared to begin work immediately after receipt of a signed professional services agreement or written authorization to proceed.

V. Client's Responsibilities

Barge strives to work closely with our clients. For the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- Provide information as required to support development of Barge's scope, as required in the project agreement for services.
- Provide review comments in a timely manner.
- Provide single point of contact for project coordination purposes.
- Coordination of public meetings, including public announcements/invitations, providing meeting space, public information, and associated expenses will be provided by Client.

VI. Deliverables

Deliverables that will be produced under this Supplemental Scope of Services include:

- Notice of Continuing Action
- Revised ROW Plans
- Revised and new ROW Legal Descriptions and Exhibits
- Revised and new easement Legal Descriptions and Exhibits

VII. Compensation

The compensation to be paid to Barge for the requested services is provided in the Fee Summary Table below.

Fee Summary Table

Items	Fee Type	Fee Amount
A. Project Management	Lump Sum	\$32,952
B. Survey Services		
a. TDOT ROW Exhibits & Descriptions	Lump Sum	\$85,104
b. City ROW Exhibits & Descriptions	Lump Sum	\$47,280
c. ROW Staking in the field	Lump Sum	\$44,608
d. Miscellaneous Survey Update	Lump Sum	\$13,176
C. Design Services	Lump Sum	\$89,130
D. Environmental Services	Lump Sum	\$10,278
TOTAL		\$322,528

The fees provided above are valid up to three (3) months from the date of this proposal.



File #: 21-0767

DATE: September 12, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Amendment 2 To COF Contract No. 2019-0097, With The Tennessee Department Of Transportation For The SR-96 (Murfreesboro Road) Traffic Signal Improvement Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 2 to COF Contract 2019-0097 with the Tennessee Department of Transportation (TDOT). Amendment 2 adjusts the contract end date to October 31, 2024 and amends funding for the project.

BACKGROUND/STAFF COMMENTS:

The City entered into Contact 2019-0097 with TDOT in May 2019 for the SR-96 (Murfreesboro Road) Traffic Signal Improvement Project for 13 intersections located along SR-96 East. This is a Congestion Mitigation and Air Quality (CMAQ) grant funded project. Due to construction delays, the contract end date was pushed to October 31, 2024 and funding adjusted per the construction bid. Additional CMAQ funding (Federal funding) was approved by the Metropolitan Planning Organization (MPO) to cover construction cost overruns for this project, and this amendment adjusts the funding to represent the additional CMAQ funds added to the project.

FINANCIAL IMPACT:

CMAQ funding is 100% Federally funded unless cost overruns cannot be covered by adding additional CMAQ funding.

RECOMMENDATION:

Staff recommends that Amendment 2 to COF Contract No. 2019-0097 be recommended to the Board of Mayor and Aldermen for approval.



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION
SUITE 1000, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2208

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

September 3, 2024

The Honorable Ken Moore
Mayor, City of Franklin
109 Third Avenue, South
Suite 103 Administration
Franklin, TN 37074

Re: SR-96 (Murfreesboro Road), From Eddy Lane to Arno Road
Franklin, Williamson County
PIN: 127913.00
Federal Project Number: CM-NH-96(59)
State Project Number: 94LPLM-F3-110
Agreement Number: 180180

Dear Mayor Moore:

I am attaching an amendment to the original contract to this letter. The amendment replaces the Exhibit A and extends the completion date. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Simchah Edwards at 615-741-0805 or simchah.edwards@tn.gov.

Sincerely,

Chasity M. Bell
Transportation Manager 1

Attachment

Amendment Number: 2

Agreement Number: 180180

Project Identification Number: 127913.00

Federal Project Number: CM-NH-96(59)

State Project Number: 94LPLM-F3-110

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

SR-96 (Murfreesboro Road), From Eddy Lane to Arno Road

1. The language of Agreement # 180180 A1 dated July 9, 2024 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 2 .
2. The language of Agreement # 180180 A1 dated July 9, 2024 Section B.2 a) is hereby deleted in its entirety.
3. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **October 31, 2024**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

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

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

CITY OF FRANKLIN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signature:

Email: ken.moore@franklintn.gov

By

Signature:

Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature:

Email: blake.harper@franklintn.gov

By

Signature:

Email: TDOT.Legal.Attorneys@tn.gov

Signature:

Email: Daniel.Pallme@tn.gov

EXHIBIT "A" for AMENDMENT 2

Agreement #: **180180**

Project Identification #: **127913.00**

Federal Project #: **CM-NH-96(59)**

State Project #: **94LPLM-F3-110**

Project Description: This project will improve 13 signalized intersections along SR-96 between Eddy Lane and Arno Road. These improvements will include Automated Traffic Signal Performance Measures (ATSPMs), Signal Phase and Timing Broadcasts using Dedicated Short Range Communications, the installation of Flashing Yellow Arrows, Advanced Traffic Controllers, and improved vehicle detection.

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

Type of Work: Intelligent Transportation System

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
PE-NEPA	CMAQ	100	0	0	\$120,000.00
PE-DESIGN	CMAQ	100	0	0	\$180,000.00
CONSTRUCTION	CMAQ	80	0	20	\$100,000.00
CONSTRUCTION	CMAQ	100	0	0	\$641,601.00
CONSTRUCTION	CMAQ	100	0	0	\$428,630.00
CONSTRUCTION	CRP	100	0	0	\$275,818.00
CONSTRUCTION	CRP	80	0	20	\$4,182.00
CONSTRUCTION	LOCAL	0	0	100	\$9,123.00
CEI	CMAQ	100	0	0	\$92,165.00
TDOT ES	CMAQ	100	0	0	\$7,604.00

Ineligible Cost: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: CMAQ: 23 U.S.C.A., Section 149, Congestion Mitigation and Air Quality Improvement Program funds allocated or subject to allocation to the Agency; CRP: 23 U.S.C, Section 175, Carbon Reduction Program

TDOT Engineering Services (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

Amendment TIP

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





File #: 21-0814

DATE: September 30, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of Amendment 2 To COF Contract No. 2019-0233, A Professional Services Agreement With Alfred Benesch & Company For The Final Design Of The Old Peytons ville Road And Long Lane Bridge And Connector Project (COF Project No. 2019-015) At A Cost Increase Of \$242,000

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 2 to COF Contract No. 2019-0233, a Professional Services Agreement (PSA) with Alfred Benesch & Company (Benesch).

BACKGROUND/STAFF COMMENTS:

On September 10, 2019, the BOMA approved a PSA (COF Contract No. 2019-0233) with Benesch. This PSA included the services necessary to provide the final roadway design for the "Old Peytons ville Road and Long Lane Bridge and Connector Project", which was included on the approved project list for the fiscal years (FYs) 2019-2028 Capital Investment Program (CIP) as the "Long Ln and Old Peytons ville Rd Connector" (Resolution 2019-68 approved by BOMA on August 13, 2019). Since the approval of the original PSA, the design team has completed the survey and draft right-of-way roadway plans for the updated project.

On July 12, 2022, the Board of Mayor and Aldermen approved Amendment 1 to COF Contract No. 2019-0233 with Benesch for additional Subsurface Utility Engineering ("SUE") and design work in the amount of \$103,030.00. The SUE work helped the design team to better understand the existing underground utility configuration better, which should allow for smoother coordination during physical construction.

On June 25, 2024, the BOMA approved Resolution 2024-46, adopting Phase I of the FYs 2024-2033 CIP. This "Phase 1" approval reaffirmed support for many of the projects approved in 2019 and modified the parameters of several others. One specific project that was modified was the "Long Ln and Old Peytons ville Rd Connector", which reduced in scale to its original project limits (i.e., the "Minimum Build"). This Amendment 2 provides additional design work to accommodate the reduction

in project limits. See "Attachment A" to the proposed Amendment 2 to COF Contract No. 2019-0233 for Benesch's detailed scope of services and compensation fee summary.

FINANCIAL IMPACT:

This PSA Amendment 2 shall be a not-to-exceed cost increase of \$242,000.00. The original PSA total cost was \$585,310.50, with the approved Amendment 1 cost being \$103,030.00. With the approval of Amendment 2, the cost ceiling of this PSA (COF Contract No. 2019-0233) for design will become \$930,340.50.

Design expenses to-date for this project have been paid from the Capital Projects Fund (310). This corresponds to a General Ledger (GL) code of 310-89420-43100. It is anticipated that these additional design expenses from Amendment 1 and Amendment 2 will continue to be paid from the Capital Projects Fund as well. It is likely that a project this large will consist of multiple sources of funding (e.g. bonds, road impact, general fund, etc.), but the final source(s) of funding will be determined by the Administration and Finance Departments.

RECOMMENDATION:

Staff recommends that Amendment 2 to COF Contract No. 2019-0233 be recommended to the Board of Mayor and Aldermen for approval.

**AMENDMENT 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR FINAL DESIGN OF OLD PEYTONSVILLE ROAD & LONG LANE BRIDGE & CONNECTOR
PROJECT
COF Contract No. 2019-0233**

THIS AMENDMENT is made and entered into on this the ____ day of _____ 20____, by and between the **City of Franklin, Tennessee** ("City") and **Alfred Benesch & Company** ("Consultant").

WITNESSETH:

WHEREAS, on September 10, 2019, the City and the Consultant entered into a Professional Services Agreement [**COF Contract No. 2019-0233**] ("Agreement") entitled **Final Design of Old Peytons ville Road & Long Lane Bridge & Connector Project**; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a Fee Not-to-Exceed Five Hundred Eighty-Five Thousand Three Hundred Ten and 50/100 Dollars (\$585,310.50) to provide survey, engineering, and related technical services, as detailed in the Scope of Services; and

WHEREAS, on July 12, 2022, the Board of Mayor and Aldermen approved Amendment 1 to COF Contract No. 2019-0233 with the Consultant for additional Subsurface Utility Engineering ("SUE") and roundabout design work in the amount of One Hundred Three Thousand Thirty and No/100 Dollars (\$103,030.00); and

WHEREAS, the City and Consultant recognize the need for additional design work due to accommodate the change in the project limits to reduce the project footprint back to the original project limits (the revised "Minimum Build" option per Resolution 2024-46, adopting Phase I of the FY 2024-2033 Capital Investment Program); and

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated August 26, 2024, to provide the additional services requested by the City at a Not-to-Exceed Cost Increase of **Two Hundred Forty-Two Thousand and No/100 Dollars (\$242,000.00)**; and

WHEREAS, the parties desire to amend the Agreement a second time for the Project as proposed 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 foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. The Consultant shall perform the work as proposed in Attachment A, dated August 26, 2024, which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. The City shall pay the Consultant for the cost of the work as described in Attachment A in the Not-to-Exceed amount of **Two Hundred Forty-Two Thousand and No/100 Dollars (\$242,000.00)**.

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

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

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

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

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

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

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

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

All other provisions of the Agreement, dated September 10, 2019, and Amendment 1 dated July 12, 2022, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

THE CITY OF FRANKLIN, TENNESSEE:

ALFRED BENESCH & COMPANY:

(Signature)

(Signature)

Name: Dr. Ken Moore

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

(Signature)

Angie Skarp
City Recorder

Date: _____

Approved as to Form:

J. Blake Harper
Staff Attorney



August 26, 2024

Mr. Paul Holzen, PE
City of Franklin
109 Third Avenue South, Suite 142
Franklin, TN 37064

RE: Supplemental Scope and Man-day Estimate to Provide Engineering Services
Long Lane over I-65 (Revision of Project Limits)
Franklin, TN

Dear Mr. Holzen:

As requested, we have completed a scope and man-day estimate to identify items that were added to the project outside the original scope of services. These specifically address elements that will require revisions to accommodate the change in the project limits to reduce the project footprint back to the original limits. We appreciate the opportunity to submit this information for your review. The additional scope of work items are detailed as follows:

1. Development of revised traffic control phasing to account for final project termini.
2. Development of revised EPSC staging plans to account for final project termini.
3. Development of revised lighting plans to account for final project termini. This will include the relocation of service points and coordination with MTE.
4. Revision to permit documents. This will include updates to account for the new project grading and disturbed area. CGP with SWPPP, TDEC ARAP, Nationwide 14 (PCN), and subsequent coordination.
5. Revisions to roadway plans to account for final project termini. This will include updates to the proposed profile at the project termini, enclosed drainage system, typical sections, right-of-way acquisition areas, cross sections, pavement markings, roadway signage, and the need to update all quantities. Our plans will also include potential upgrades to ingress/egress movements from General Martin Lane, Rieves Circle, and Berry Farms Crossing to allow for right-in right-out movements. The plans will include details and plan view layouts where the improvements will be placed. It is not anticipated that there will be alignment, profile or drainage changes to the roadway in these areas. Traffic control will be developed to allow for the installation of these improvements under flagger control. Our estimate also includes time for three meetings to discuss the layout potential right-in right-out layout with staff.
6. Additional utility coordination efforts with revised project footprint.
7. Revisions to the intersection of Old Peytonsville Road and Lewisburg Pike. This work will layout the proposed pavement markings, signing, and concrete flatwork to allow for the signalization of this intersection.
8. Two retaining walls are expected for the abutments at the bridge over I-65. We anticipate the eastern wall will be 200 feet long and will have a maximum height of 20 feet. The western wall will be 175 feet long and will have a maximum height of 15 feet. These walls are anticipated to be MSE retaining walls, and it is assumed that the Contract plans will include conceptual wall drawings and that the Contractor will generate the final wall design and submit plans and calculations for approval during the construction phase. Benesch proposes to provide conceptual



plans development for the wall locations at the direction of the City of Franklin. Services will include:

- a. Review of existing geotechnical data by Benesch staff and development of geotechnical parameters and requirements for wall design (i.e. friction angle of backfill, foundation strength, foundation improvement requirements, etc.), as well as Global Stability analysis as necessary.
 - b. Development of conceptual wall drawings. This will include wall Plan and Profile, wall design requirements, backfill and foundation design parameters, and a preliminary estimate of cost.
 - c. Submittal of all CADD files as required.
9. Full Signal Design completed by Corradino Group for the intersection of Old Peytonsville Road and Lewisburg Pike. See attached scope.
10. Utility Design Services for the relocation of less than 1000 feet of 8" or 16" water main, less than 200 feet of 24" or 30" sanitary sewer, and less than 200 feet of 8" reclaimed water main all for Franklin Water Management. Benesch will also develop draft horizontal and vertical alignments for the relocation of ATMOS natural gas lines and ATT or Comcast underground communication lines. The final design will be completed and approved by the utilities and Benesch will incorporate those plans into the final construction plan set.

Based on the above scope of additional services the total supplement amount is as follows:

Item 1 (Benesch Project Limit Rev.)	Lump Sum	\$193,000.00
Item 2 (Benesch Utility Plans)	Lump Sum	\$ 42,350.00
Item 3 (Corradino Group)	Lump Sum	\$ 6,650.00
Total		\$242,000.00

If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sammie McCoy".

Sammie McCoy, PE
Senior Vice President

August 11, 2024

Brian A. Ralstin, PE
Alfred Benesch & Company
574 Franklin Road, Suite 300
Franklin, TN 37069

RE: TRAFFIC SIGNAL DESIGN FOR LONG LANE @ LEWISBURG PIKE

Dear Brian:

Per your request, I am writing this letter to outline the revised scope of services and requested adjusted compensation associated with The Corradino Group (Corradino) preparing traffic signal design plans for the intersection of Long Lane at Lewisburg Pike in Franklin, Williamson County, Tennessee.

SCOPE OF SERVICES

Our role will be to serve as the traffic consultant for the project team for the traffic signal design including any fiber optic communication. Our proposed scope of services is attached hereto.

COMPENSATION

With the original contract signed in September 2019, there have been adjusted billing rates for our staff. Additionally, the original contract and scope of services included the traffic signal design for Old Peytonsville Road at Long Lane/Fairgrounds Access on the east side of I-65. It is our understanding this intersection will be designed as a roundabout and not for signalization.

The requested adjustment to the original contract budget is shown below when considering 5 years of salary adjustments, the required review/update of the original design, and the elimination of the second traffic signal design. The **REQUESTED SUPPLEMENT** column reflects the amount of additional budget requested (**Total = \$6,650.00**). The contract price for the work specified above is as follows:

TASK NO.	DESCRIPTION OF WORK	ORIGINAL FEE	INVOICED TO DATE	REMAINING (AS OF 9/21)	REQUESTED SUPPLEMENT	UPDATED FEE
1	Project Management	\$1,750.00	\$1,050.00	\$700.00	\$750.00	\$2,500.00
2	Traffic Signal Design (2 intersections)	\$29,850.00	\$17,910.00	\$11,940.00	\$4,950.00	\$34,800.00
3	Fiber Optic Communication Layout	\$5,100.00	\$0.00	\$5,100.00	\$950.00	\$6,050.00
	Design Contingency	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00
TOTAL		\$41,700.00	\$18,960.00	\$22,740.00	\$6,650.00	\$48,350.00

All work performed will be billed on a lump sum basis based on percent complete. Payment for the work specified above will be required within 30 days of receipt of the invoice for the work.

I look forward to the opportunity to work with you on this project. Please contact me if you have any questions or need any additional information.

Sincerely,

THE CORRADINO GROUP, INC.

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

Gerald G. Bolden, PE, PTOE
Vice President

SCOPE OF SERVICES
(REVISED AUGUST 11, 2024)

Long Lane Traffic Signal Design
Long Lane @ Lewisburg Pike
~~Long Lane @ Fairground Access Road~~

NOTE: This scope of services was revised to remove the proposed signalization of the intersection of Long Lane/Fairgrounds @ Old Peytonsville Road. Any deletions of the scope are shown with a strike-through and any additions are shown in italics.

Task 1 – Project Management

Project management is a continuous task that will be performed for the duration of this contract. Each month during the contract, Corradino will prepare and submit a monthly invoice and status report covering work progress and contract fulfillment.

Once the project is underway, Corradino will provide monthly status reports to Alfred Benesch & Company (Benesch) Project Manager (PM) and conduct progress meetings, as necessary.

Additionally, Corradino will attend a project kick-off meeting with the design team and the City and periodic progress meetings throughout the development of the project.

Task 2 – Traffic Signal Design

Benesch shall provide the base survey and base roadway design plan files to be used for the traffic signal design. Corradino will coordinate with the City Traffic Engineering staff to verify the specifics for type of traffic signal equipment desired for the intersections.

The scope of services includes the design of a new traffic signals at the intersection of Long Lane at Lewisburg Pike ~~and at the intersection of Long Lane at the Fairgrounds Access Road~~. A goal of the traffic signal layout is to have all foundations, poles, and cabinets located such that the future widening and construction at the intersections will not impact the traffic signal components and require relocation. The layouts will include traffic signal controller cabinet; mast arm poles; pedestal poles (as needed to meet ADA requirements); traffic signal heads; pedestrian signal heads; pedestrian push buttons; detection; conduit; and wiring.

In 2019-2021, the original signalization design was initiated and carried forward through approximately 60% design. Corradino will review the previous design to identify if a portion of the previous design may be able to be reused for the intersection of Long Lane and Lewisburg Pike.

The traffic signal design and preparation of the plans shall be in accordance with City of Franklin Standards; TDOT Design Guidelines and Standard Specifications; AASHTO Green Book; and latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). Corradino will complete the following traffic signal design components and necessary plan sheets to be included with the overall design package prepared by Benesch:

- General and special notes for traffic signals and fiber optic communications;
- Estimated quantities for traffic signal design and fiber optic layout;
- Proposed Layout for traffic signal design at two intersections;
- Wiring diagram;
- Traffic signal phasing and timings, including clearance interval calculations;
- Pavement marking and signing layouts in relation to the signalized intersections.

Also, Corradino will prepare an Engineer's Opinion of Probable Cost based on the finalized traffic signal design.

Task 3 – Fiber Optic Communication Layout

As noted in the City's ITS Master Plan, Lewisburg Pike is proposed to have fiber optic communications from Goose Creek Bypass to the north to Mack Hatcher. Also, the City is currently working on a fiber optic communications link along I-65 via TDOT conduit from Highway 96 to the Goose Creek Bypass interchange. As part of this project, the necessary communications equipment and layout will be included in the design of the Long Lane and Lewisburg Pike traffic signal.

Also, this scope includes an evaluation of the fiber optic routing alternatives (overhead or underground) between Goose Creek Bypass at Lewisburg Pike and Long Lane at Lewisburg Pike intersections. Once a preferred alternative is chosen a preliminary layout will be provided utilizing the City's GIS as the base file. If underground routing is preferred, the fiber, conduit and pull box layout will be designed and included in the traffic signal design package.

If overhead routing is preferred, then additional survey will be required in order to develop make-ready utility plans for the existing utility poles along the route. This would also require additional design fee to complete the make-ready plans for inclusion in the traffic signal design package.

NOTE: *This scope of services does not include geotechnical investigation; structural design; roadway lighting design; utility make-ready plans for fiber optic routing; and construction engineering and inspection (CEI). If desired, Corradino can provide scope of services and proposed fee for any of these services.*

SCHEDULE

We understand time is of the essence, therefore, Corradino will begin work immediately upon receipt of a signed agreement and coordinate with Benesch PM and develop a project delivery schedule.

ADDITIONAL SERVICES

Any work, other than the scope of services outlined herein, shall be designated "Additional Services." At such time that it is determined that these additional services are required, Corradino reserves the right to amend this proposal or execute a separate agreement that will provide such services. Services desired by the client, but not specifically outlined herein, can be provided on an hourly basis in accordance with Corradino's standard hourly rates.



File #: 21-0768

DATE: September 12, 2024
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Consideration Of COF Contract No. 2024-0311, With Toll Brothers, Inc. For Reimbursement Agreement For An Amount Not To Exceed \$416,750

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract 2024-0311.

BACKGROUND/STAFF COMMENTS:

Toll Brothers, Inc has requested funding for critical infrastructure improvements. These would be the following:

- 1) Three-Way Stop Installation
- 2) Emergency Access Improvements
- 3) Pavement Widening & Improvement
- 4) Right-in Right-Out Access

The City has reviewed and approved the improvements as necessary and beneficial to the community.

FINANCIAL IMPACT:

The cost associated with this agreement is \$416,750. A budget amendment will be needed to accommodate this agreement. Jordan Road is not an arterial or collector roadway. This would be a general fund budget expense.

RECOMMENDATION:

Staff recommends that COF Contract 2024-0311 be recommended to the Board of Mayor and Aldermen for approval.

**REIMBURSEMENT AGREEMENT
COF CONTRACT NO. 2024-0311**

This agreement (the "Agreement") is entered into by and between THE CITY OF FRANKLIN, TENNESSEE ("City") and TOLL BROTHERS, INC. ("Developer"), on this the _____ day of _____, 20_____.

WHEREAS, the Developer has agreed to undertake the road Improvements as specified herein;

WHEREAS, the City agrees to reimburse the Developer for the costs incurred in the completion of these Improvements up to a total amount of **Four Hundred Sixteen Thousand Seven Hundred Fifty and 00/100 Dollars** (\$416,750.00).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **IMPROVEMENTS.** The Developer shall perform the following improvements as part of this Agreement (the "Improvements"):
 - a) **Three-Way Stop Installation:**
 - Install a three-way stop at the intersection of Gleneagle Lane and Jordan Road.
 - b) **Emergency Access Improvements:**
 - Upgrade Jordan Road for the section designated as "emergency access only," extending approximately 350 linear feet south of the Gleneagle Lane and Jordan Road intersection.
 - c) **Pavement Widening and Improvement:**
 - Enhance Jordan Road south of the property frontage to the intersection of Jordan Road and Liberty Pike, including pavement widening to a minimum of 20 feet for approximately 900 linear feet.
 - d) **Right-In Right-Out Access:**
 - Install a right-in right-out curbed access, including striping and signage, at the intersection of Jordan Road and Liberty Pike.
2. **REIMBURSEMENT.** The City shall reimburse the Developer for eligible expenses incurred in the completion of the work outlined in Section 1, up to a maximum amount of Four Hundred Sixteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$416,750.00). Reimbursement shall occur as follows:
 - a) The Developer shall submit detailed invoices, along with supporting documentation, for all costs associated with the work completed.
 - b) The City shall review and approve the invoices and reimburse the Developer within [insert time frame, e.g., 30 days] of receipt of approved invoices.
3. **COMPLIANCE WITH LAWS.** The Developer agrees to perform all work in accordance with applicable federal, state, and local laws, ordinances, regulations, and codes.

4. **INDEMNIFICATION.**

- a) To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Developer under this Agreement or otherwise, Developer shall indemnify and hold harmless the City, and the officers, directors, members, partners, employees, agents, consultants and subcontractors, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Improvements, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the improvements itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Developer, and any Developer and any subcontractor, and any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable.
- b) In any and all claims against City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractor, by any employee (or the survivor or personal representative of such employee) of Developer, and Developer, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable, the indemnification obligation under the paragraph above will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer, or any Developer or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

5. **AMENDMENTS.** This Agreement may be amended only in writing and signed by both parties.

6. **MISCELLANEOUS.**

- a) **Binding.** This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.
- b) **Severability.** The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- c) **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual parties shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
- d) **Cooperation.** The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

e) Assignment. The rights and obligations of this Agreement are not assignable without prior written consent of the City.

f) Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

g) Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement as of the date first above written.

Approved by the Franklin Board of Mayor and Aldermen on _____, 20__.

WITNESS our hands on the dates as indicated.

DEVELOPER

TOLL BROTHERS INC.

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)
)
COUNTY OF _____)

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

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

Notary Public
My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: _____

DR. KEN MOORE
Mayor

Date: _____

By: _____

ANGIE SKARP
City Recorder

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

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

Notary Public
My Commission Expires: _____

Approved as to form by:

J. Blake Harper, Staff Attorney



August 14, 2024

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

**RE: Offsite Roadway Reimbursement Request
Franklin Ridge Subdivision
Franklin, TN**

Dear Paul,

Please consider this formal request for a Reimbursement of Costs for the Offsite Improvements proposed and included within the “Franklin Ridge” project, also known as “COF #8466”.

The proposed plan and currently approved preliminary plat is proposing 34 single family units. This project is projected to generate an approximate value of \$166,974 in Arterial Road Impact Fees and \$113,560 in Collector Road Impact Fees, per the current fee structure.

Based upon previous discussions with city staff and alderman, offsite roadway improvements to Jordan Road to the south are being request of the developer based on discussions with the surrounding neighborhoods and community, in order to provide distribution and alternative access for existing and future traffic in this area. These requests are not born by the project. The reimbursement agreement request consists of the following items:

- 3-way stopping intersection at Gleneagle Lane and Jordan Road.
- Improvements to Jordan Road per City of Franklin requirements for the previously identified “emergency access only” portion south of Gleneagle Lane and Jordan Road intersection for approximately 350 linear feet.
- Improvements to Jordan road to the south and beyond the property frontage to the intersection of Jordan Road and Liberty Pike to provide minimum 20’ pavement for approximately 900 linear feet.
- A right-in right-out curbed access, striping, and signage configuration for Jordan Road and Liberty Pike intersection

Please see attached to this letter the following Exhibits for further reference and detail associated with the proposed improvements and background and basis for the costs associated with the proposed reimbursement agreement:

- **“Exhibit A – Jordan Road South – Offsite Improvement Exhibit – Option A”** – This exhibit labels and outlines the currently designed and approved plan for the COF #8466. No reimbursement is request for this option.
- **“Exhibit B – Jordan Road South – Offsite Improvement Exhibit – Option B”** – This exhibit labels and outlines fully reimbursable areas and infrastructure as provided by City staff. The items in Blue are included within this reimbursement. This exhibit is the basis for the construction estimate in Exhibit C, below.

- **“Exhibit C – Jordan Road South – Reimbursement Cost Outline”** – This exhibit totals the anticipated costs for this reimbursement agreement, based upon Exhibit B.

Due to the fact that the estimated design and construction costs of these improvements are preliminary and not based upon final bids, and that inflation will play a significant role in the rise of construction costs during the development of this Project, we are requesting a 25% contingency be added to the estimates provided. Based upon these estimated values and contingencies, Toll Brothers Inc. is requesting full reimbursement for the amount of \$416,750.

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

Sincerely,



Gray Harrison, PE

Attachments:

Exhibit A – Jordan Road South – Offsite Improvement Exhibit – Option A
Exhibit B – Jordan Road South – Offsite Improvement Exhibit – Option B
Exhibit C – Jordan Road South – Reimbursement Cost Outline



MEMORANDUM

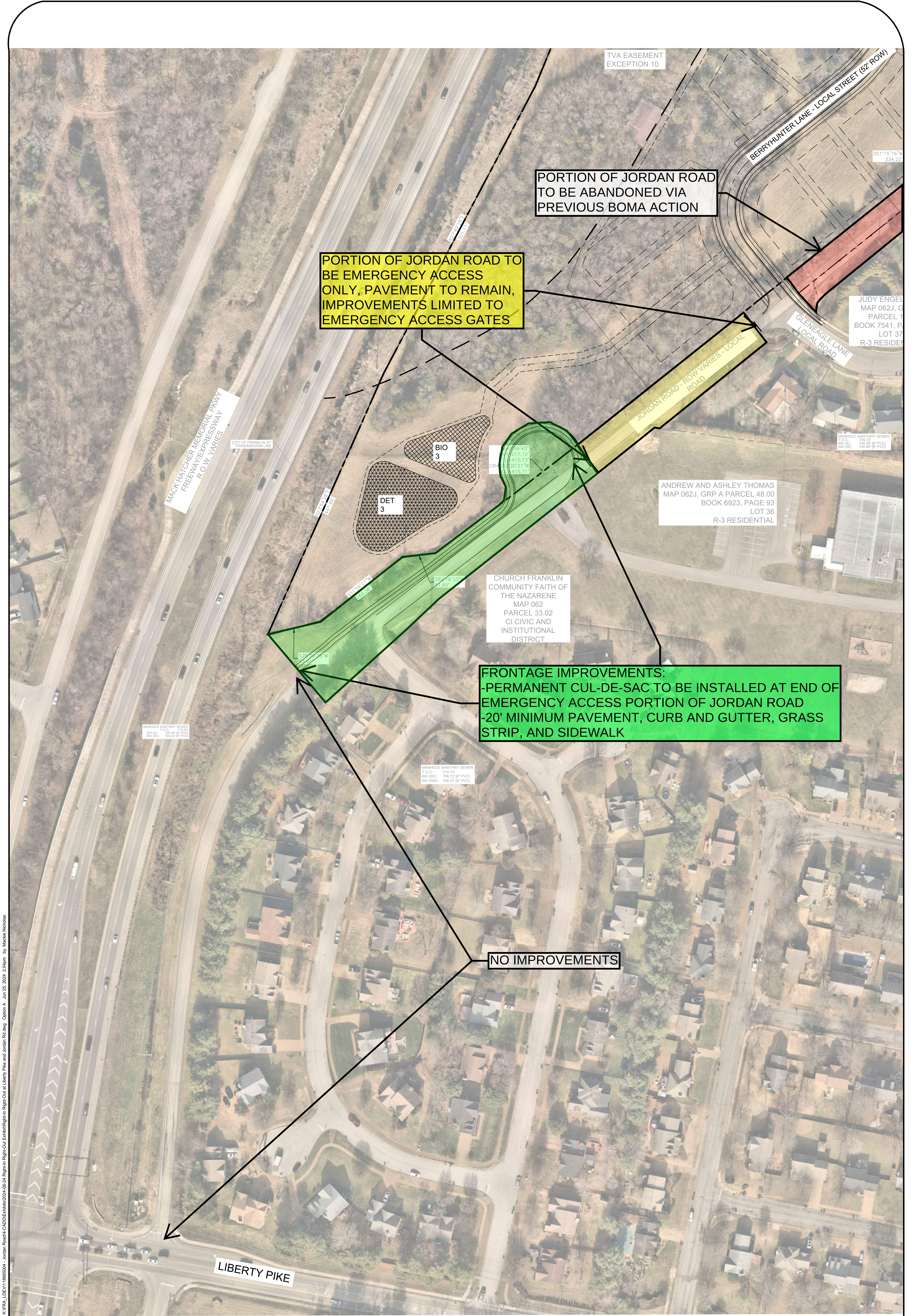
To: City of Franklin
From: Gray Harrison, P.E.
Kimley-Horn and Associates, Inc.
Date: August 14, 2024
Subject: Preliminary Opinion of Probable Cost Jordan Rd South Improvements

Below is a preliminary budget estimate for the cost of a Right-In Right-Out configuration at the Liberty/Jordan Rd intersection. This also includes the difference between the Jordan Road closure/cul-de-sac improvement as currently approved, and the improvements to 340' of Jordan Road along the site frontage and 900' of Jordan Road from the end of the frontage to the Liberty Pike Intersection. These estimates are preliminary and have not been verified by a contractor for bidding. The estimates are based upon the preliminary layout.

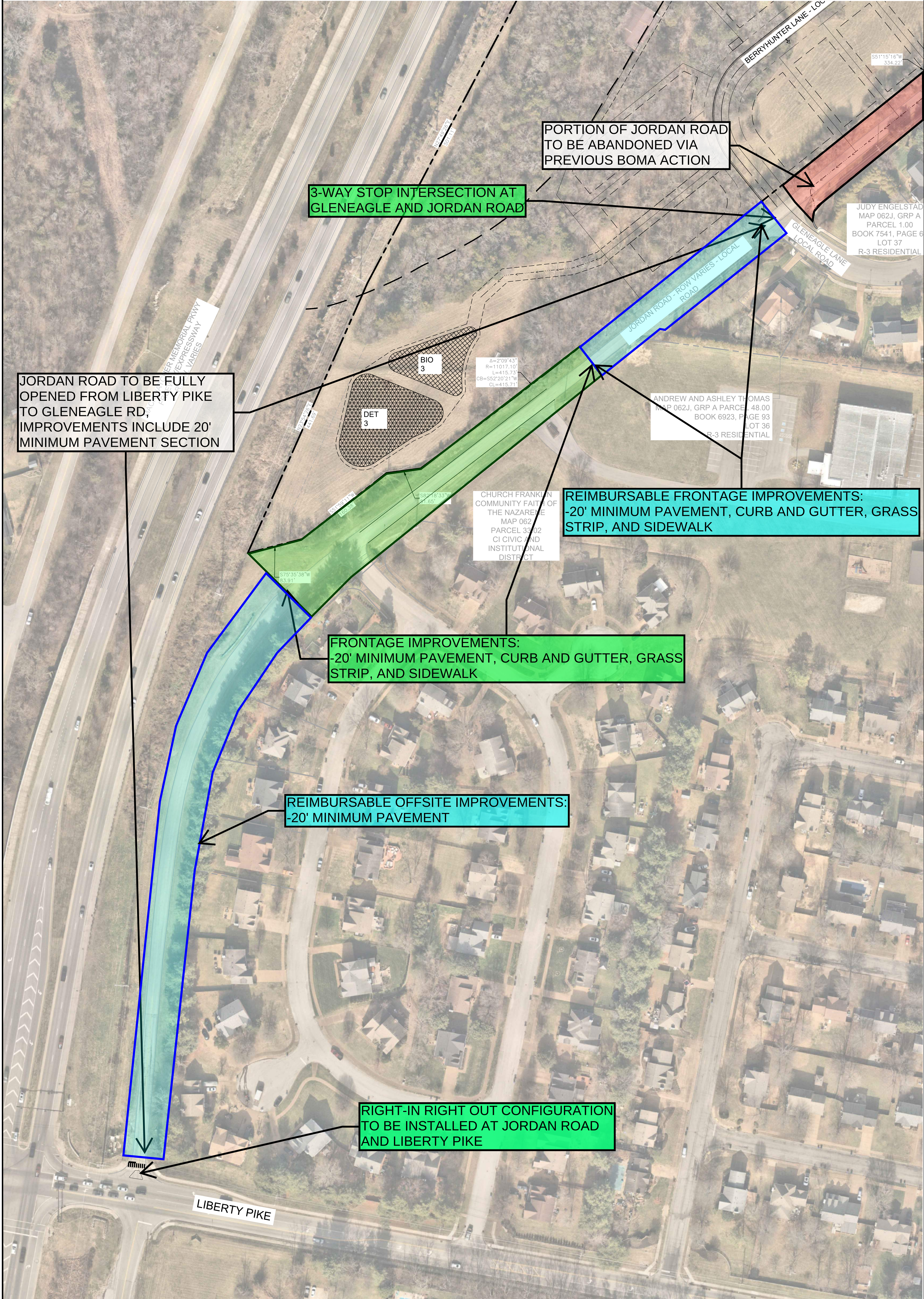
Jordan Road South & Right-In Right Out Improvements

Design	\$25,000
Survey	\$5,000
Geotechnical Exploration	\$2,750
Mobilization	\$5,000
Earthwork/Rock Cut/Strip Topsoil	\$23,100
Storm Sewer/Structures	\$77,500
Dry Utility Relocations/Trenching (Comm. & Gas)	\$54,250
Curb & Gutter	\$9,100
Sidewalk	\$13,600
Asphalt/Mill & Overlay	\$57,800
Concrete Median (R-in R-Out)	\$15,000
Signage & Striping	\$3,000
Street Trees (50' OC, 1 side)	\$5,300
Traffic Control (Assumes 20 days)	\$37,000
Contingency – 25% of Hard cost	\$83,350
Grand Total Budget Estimate	<u>\$416,750</u>

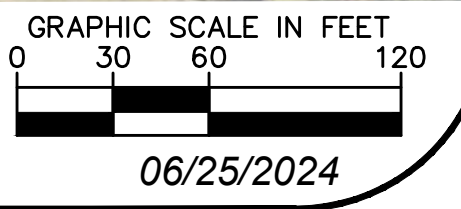
K:\FRA_LDEV\11665904 - Jordan Road\4-CADD\Exhibits\Right-In Right-Out at Liberty Pike and Jordan Rd.dwg - Option A - Jun 25, 2024 2:04pm by: Mackenzie Nicholas



K:\FRA_LDE\11885004 - Jordan Road\4-CAD\DE\entire\2024-06-24 Right-In Right-Out at Liberty Pike and Jordan Road\Option B Jan 25, 2024 4:52pm by Mackie Nicholas



RIGHT-IN RIGHT-OUT OPTION B



06/25/2024



File #: 21-0857

DATE: October 10, 2024
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management
Patricia McNeese, Utilities Engineer

SUBJECT:

Consideration Of DRAFT Change Order No. 1 To COF Contract No. 2023-0076, With Garney Construction For Downtown Area/Lewisburg Avenue Water And Sewer Improvements Project At A Cost Increase Of \$287,732.25 And A Time Extension Of 330 Calendar Days

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning change order No. 1 to COF Contract No. 2023-0076 for the Downtown Area/Lewisburg Avenue water and sewer improvements project.

BACKGROUND/STAFF COMMENTS:

The Downtown Area/Lewisburg Avenue water and sewer improvements project was approved by the BOMA on May 14, 2024, in the amount of \$7,830,530.00. The contract time for the base bid was 300 calendar days to final completion. After opening the bids and further internal discussions, it was decided to add alternates A and B, which required the contract time to be extended. The original agreement that was Law Approved listed the contract time as 300 calendar days. During the bidding process, Addendum No. 2 was approved which added 330 calendar days to the contract time but the Agreement was not revised. Part of this Change Order is to officially add the additional 330 calendar days to the contract time.

The other part of this change order is to add additional monies to include a portion of Alternate C to the overall project. Once construction started, further review and discussion of the plans revealed that some aspects of Alternate C would need to be constructed as well in order to continue to provide sanitary sewer service to some of the residences on South Margin Street because the area has dual sewer lines. Garney was asked to provide a cost for this addition and agreed to use the original bid unit prices. The additional cost amount is \$287,732.25.

FINANCIAL IMPACT:

The additional cost to the contract is \$287,732.25 and will come out of the approved project contingency.

RECOMMENDATION:

Staff recommends that change order No. 1 to COF Contract No. 2023-0076 for the Downtown Area/Lewisburg Avenue water and sewer improvements project be recommended for approval by the Board of Mayor and Aldermen.

CHANGE ORDER NO.: 1

Owner: **City of Franklin, TN** Date Issued: **10/2/2024**
 Engineer: **Hazen and Sawyer**
 Contractor: **Garney Construction**
 Project Name: **Downtown Area/Lewisburg Avenue Water and Sewer Improvements**
 Owners Contract No.: **COF 2023-0076**
 Effective Date of Change Order: **N/A**

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

Attachment(s):

- Work Change Directive #1
- Work Change Directive #2

Description:

- **Add \$287,732.25 to original contract amount for inclusion of Alternate C**
- **Extend time on contract for Substantial and Final Completion for project to incorporate Alternate A and Alternate B**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ <u>7,830,530.00</u>		Substantial Completion:	<u>270 calendar days (4/4/25)</u>
		Ready for final payment:	<u>300 calendar days (5/4/25)</u>
[(Increase)] [(Decrease)] from previously approved Change Orders		[(Increase)] [(Decrease)] from previously approved Change Orders:	
\$ <u>0</u>		Substantial Completion:	<u>0</u>
		Ready for final payment:	<u>0</u>
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <u>7,830,530.00</u>		Substantial Completion:	<u>270 calendar days (4/4/25)</u>
		Ready for final payment:	<u>300 calendar days (5/4/25)</u>
[(Increase)] [(Decrease)] this Change Order:		[(Increase)] [(Decrease)] this Change Order:	
\$ <u>287,732.25</u>		Substantial Completion:	<u>330 calendar days</u>
		Ready for final payment:	<u>330 calendar days</u>
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <u>8,118,262.25</u>		Substantial Completion:	<u>600 calendar days (2/28/26)</u>
		Ready for final payment:	<u>630 calendar days (3/30/26)</u>

Recommended by Project Manager

By: _____
 Title: _____
 Date: _____

Recommended by Department Director

By: _____
 Title: _____
 Date: _____

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Accepted by Contractor

By: _____
 Title: _____
 Date: _____

WORK CHANGE DIRECTIVE NO.: 1

Owner: City of Franklin, TN Date Issued: 10/2/2024
Engineer: Hazen and Sawyer
Contractor: Garney Construction
Project Name: Downtown Area/Lewisburg Avenue water and sewer improvements
Owners Contract No.: COF 2023-0076
Effective Date of Work Change Order: 10/2/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

- On the original Law approved Agreement for this project, the contract time was stated as 270 calendar days to substantial completion and 300 calendar days to final completion for the base bid. Addendum No. 2 to the original contract changed the contract time to 390 calendar days for substantial completion and 420 calendar days to readiness for final payment.
- The City decided to include Alternate A and Alternate B in this project; that will add a total of 210 calendar days to the contract.

Attachments:

- Addendum #2 for COF Contract 2023-0076
- Signed C520 Agreement between City of Franklin and Garney Construction

Purpose for the Work Change Directive:

Add time to the contract as approved per Addendum #2.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following:

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$0 NOT YET DETERMINED
Contract Time: 330 days [SELECT ONE]

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:		
Title:		
Date:		

City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2024-004

1. Solicitation identified: This Addendum No. 2 applies to the following procurement solicitation:

Berry Circle Sanitary Sewer and Water Line Improvements

Purchasing Office Solicitation No.: 2024-004

2. Notice to Bidders publication date: **January 4, 2024**
3. Solicitation release date: **January 8, 2024**
4. Addendum No. 1 release date: **February 16, 2024**
5. Non-Mandatory Pre-Bid Conference: **January 24, 2024, 9:00 a.m. Central Time**
6. Non-Mandatory site visits: **January 24, 2024, 10:00 a.m. Central Time**
7. Deadline for questions: **February 8, 2024, 2:00 p.m. Central Time**
8. Bids submittal deadline and scheduled opening: **February 20, 2024, 2:00 p.m. Central Time**
9. Tentative date of release of City's tabulation of bids received and notice of intent to award: **March 8, 2024**
10. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **March 26, 2024**
11. Addendum:

In reference to the City of Franklin's January 8, 2024 Purchasing Office Solicitation No. 2024-004 for the construction of the Berry Circle Sanitary Sewer and Water Line Improvements project, the City has determined that certain aspects of the solicitation need to be revised.

The purpose of this Addendum No. 2 is:

1. to announce the City's decision to revise the contract days and how many days are allocated for this project; and
2. to provide clarification on the location of the revised line items on the Bid Form.

Bidders (Bidding Contractors) for the above-named Project shall take note of the changes, additions, deletions, clarifications, and any other revisions as described herein to the Bidding Documents, which revisions shall become a part of and have precedence over anything contrarily shown or described in the Bidding Documents. All such revisions shall

City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2024-004

be taken into consideration and be included in the Contractor's Bid. Where revisions are made to portions of an article, paragraph, subparagraph or clause, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

Please note that the submittal deadline and scheduled opening of all bids received remains unchanged and is:

February 20, 2024, 2:00 p.m. Central Time

As to the decision to revise the contract days and how many days are allocated for this project, see response below.

The Base Bid portion of the project has an expected duration of **390 calendar days to substantial completion** after the date when the Contract Times commence to run and **420 calendar days to readiness for final payment** after the date when the Contract Times commence to run.

As to the location of revised line items to the Bid Form, the Bidder is responsible for checking the quantity of each line item on the Bid. The line-item numbers released during the questions and answers portions do not override the line-item number on the Bid Form. The revised line items will be in a different location on the online Bid Form. Review the quantity of each line item on the Bid Form before submitting your bid.

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR (STIPULATED PRICE)

This Agreement is by and between **City of Franklin, Tennessee** ("Owner") and **Garney Companies, Inc.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions of the Construction Contract ("General Conditions").

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT TITLE: **Berry Circle Sanitary Sewer and Water Line Improvements**

The Project is divided into a base bid section and five alternate sections. The base bid work will be required. The Owner will pick which if any of the alternate sections to include on top of the base bid work.

The Base Bid includes the following work:

- **Water**
 - Installation of approximately 100 linear feet of 6-inch restrained joint water main.
 - Installation of approximately 650 linear feet of 8-inch restrained joint water main.
 - Installation of approximately 1,350 linear feet of 12-inch restrained joint water main.
 - And all necessary valves, fittings, and appurtenances needed to complete the work as depicted in the plans and specifications.
- **Sewer**
 - Installation of approximately 1,800 linear feet of 8-inch sanitary sewer main.
 - Approximately 30 sewer service replacements
 - Installation of approximately 13 sewer manholes
 - Installation of approximately 170 linear feet of storm sewer pipe
 - Installation of approximately 5 storm water area drains
 - And all fittings, appurtenances, and labor needed to complete the work as depicted in the plans and specifications.
- Complete traffic improvements at the intersection of Lewisburg Pk. (SR-106), E. Fowlkes Street, and Adams Street
 - Create a new island within the intersection with Adams Street and Lewisburg Pk. (SR-106)
 - Rebuild sidewalk, curb and grass island between E. Fowlkes Street and Adams Street
- Complete storm sewer upgrades on Winstead Court consisting of approximately 250 linear feet of 18-inch storm sewer concrete pipe and two (2) storm area drains.

Bids are requested for the following single prime Contract. The Base Bid portion of the project has an expected duration of 270 calendar days to substantial completion after the date when the Contract Times commence to run and 300 calendar days to readiness for final payment after the date when the Contract Times commence to run.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price)

This document is a MODIFIED version of EJCDC® C-520, Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. All rights reserved. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

At the Owner's request, Additive Alternates labeled A through E are included in this project. The Contractor must pay close attention to the Contract Documents to understand the total amount of work required in each alternate.

Below includes the pipeline installation portion of the work along with the allotted additional contract days for each alternate:

- Additive Alternate A
 - Installation of approximately 1,350 linear feet of 12-inch restrained joint water main
 - Installation of approximately 485 linear feet of 8-inch sanitary sewer main
 - Installation of approximately 600 linear feet of 10-inch sanitary sewer main
 - Additional Construction Days: 120 days
- Additive Alternate B
 - Installation of approximately 60 linear feet of 6-inch restrained joint water main
 - Installation of approximately 1,000 linear feet of 12-inch restrained joint water main
 - Installation of approximately 650 linear feet of 8-inch sanitary sewer main
 - Additional Construction Days: 90 days
- Additive Alternate C
 - Installation of approximately 800 linear feet of 8-inch restrained joint water main
 - Installation of approximately 60 linear feet of 12-inch restrained joint water main
 - Installation of approximately 220 linear feet of 8-inch sanitary sewer main
 - Additional Construction Days: 60 days
- Additive Alternate D
 - Installation of approximately 675 linear feet of 8-inch restrained joint water main
 - Installation of approximately 475 linear feet of 12-inch restrained joint water main
 - Additional Construction Days: 60 days
- Additive Alternate E
 - Installation of approximately 40 linear feet of 8-inch restrained joint water main
 - Installation of approximately 950 linear feet of 12-inch restrained joint water main
 - Additional Construction Days: 60 days

Notice To Proceed Information:

- Due to the current market conditions of the availability of materials, the Contractor shall begin preparing submittals for approval and subsequently ordering materials immediately after the contract with the City is executed. NTP shall begin within thirty (30) days of contract execution. There are days incorporated into contract time to account for delays in receiving major materials.
- Once major material Purchase Orders are attained, and lead times are provided, additional days may be added to the contract if justified.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Installation and replacement of water and sewer pipes in the Berry Circle area of Franklin, Tennessee.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Hazen and Sawyer ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work shall be substantially complete in accordance with Paragraph 15.03 of the General Conditions within two hundred seventy (270) days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions.
- B. The work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within thirty (30) days after the date when the Contract Times commence to run.

4.03 *Milestones*

- A. If indicated below, parts of the Work shall be substantially completed on or before the following Milestone(s), or as otherwise set forth in individual Work Orders:
1. None

4.04 *Liquidated Damages and Bonus*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01, that Owner will suffer financial and other losses if the Work is not completed or any applicable Milestones are not achieved within the Contract Times, and that the extent of such losses is difficult to determine in advance. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay:
1. *Substantial Completion:* Contractor shall pay Owner One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) for each day that expires after the time specified in Paragraph 4.02 (or applicable Work Order) for Substantial Completion until the Work is substantially complete.
 2. *Completion of Remaining Work:* Contractor shall pay Owner One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) for each day that expires after the time specified in

Paragraph 4.02 (or applicable Work Order) for Final Completion until Work is finally complete.

3. Liquidated damages for failing to timely achieve any applicable Milestones, Substantial Completion, and Final Completion are mutually exclusive, and shall not be imposed concurrently (except with respect to Work performed under separate Work Orders). If at any time Contractor has failed to achieve more than one applicable Milestones and/or Contract Times, liquidated damages shall be calculated using the highest applicable rate in Paragraph 4.04.A.1, 2, or 3.
- B. The parties acknowledge and agree that the foregoing liquidated damages are a fair and reasonable estimate of the losses Owner will suffer in the event of delay by Contractor and are not a penalty. If Owner recovers liquidated damages for a delay by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- A. Contractor shall reimburse Owner (1) for all fines and penalties imposed on Owner as a result of Contractor's failure to achieve Substantial Completion within the time specified in Paragraph 4.02 (or the applicable Work Order) for Substantial Completion, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 (or the applicable Work Order) for Substantial Completion, until the Work is substantially complete.
- B. Contractor shall reimburse Owner for all actual costs reasonably incurred by Owner in mitigating or avoiding delays and disruptions to the Work caused by or within the control of any of the Contractor Parties.
- C. After Contractor achieves Substantial Completion, if Contractor fails to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 (or the applicable Work Order) for Final Completion, until the Work is finally complete.
- D. The special damages imposed in this paragraph are in addition to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Conditioned upon Contractor's performance and completion of the Work and other obligations in accordance with the Contract Documents, Owner shall pay Contractor as set forth in Article 5

for all Work at the price(s) stated in Contractor's Bid (attached as an exhibit to this Agreement), subject to adjustment under the Contract Documents.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. Ninety-five percent (95%) of Work completed (with the balance being retainage).
 - b. Ninety-five percent (95%) of cost of materials and equipment purchased, but not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay the full amount due to Contractor for Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Owner's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to Final Completion.

6.03 Final Payment

- A. Upon Final Completion and Owner's acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment unless Contractor submits written consent of the surety to such payment.

ARTICLE 7—CONTRACT DOCUMENTS AND TECHNICAL DATA

7.01 Contents of Contract Documents

- A. The Contract Documents consist of all of the following:

- 1. This Agreement.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price)

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2. Work Orders issued under this Agreement.
3. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
4. General Conditions.
5. Supplementary Conditions, if any.
6. Specifications as listed in the table of contents of the project manual (copy of list attached).
7. The most recent edition of the following specifications as of the Effective Date of the Contract, except to the extent such specifications (i) do not apply based on the nature of the Project (e.g., road, bridge, street, water, or sewer), or (ii) conflict with another Contract Document identified in this Paragraph 7.01.A, in which case the conflicting provision of other Contract Document shall take precedence and control:
 - a. TDOT Standard Specifications for Road and Bridge Construction.
 - b. City of Franklin Street Specifications.
 - c. City of Franklin Water and Sanitary Sewer Specifications.
8. Drawings listed on the attached sheet index.
9. Addenda (numbers _____ to _____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award (pages to, inclusive).
 - c. Contractor/Firm/Business Safety Information.
 - d. Acknowledgement of Receipt of City of Franklin Contractor/Firm/Business Safety Program.
 - e. Conflict of Interest Statement.
 - f. Drug-Free Workplace Affidavit.
 - g. Contractor's Attestation Regarding Illegal Immigrants or Aliens.
 - h. Iran Divestment Act Certification.
11. The following, if issued or signed on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are incorporated by reference and are part of the Contract whether attached to this Agreement or not.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented in a writing signed by Owner and as otherwise provided in the Contract Documents, and all such amendments, modifications, and supplementations are limited to the matters specifically addressed in the applicable writing. No one is authorized by Owner to orally amend, modify, supplement, or waive any provision, or any of Owner's or Contractor's duties and obligations under, the Contract Documents.
- E. Unless otherwise expressly stated, where reference is made in this Agreement or the General Conditions to a particular Paragraph or Article number, the reference refers to the corresponding Paragraph or Article in the document in which the reference appears.

7.02 Technical Data Regarding Existing Surface and Subsurface Conditions

- A. The following table lists the reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may reasonably rely:

Report Title	Date of Report	Technical Data
N/A		

- B. The following table lists the drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may reasonably rely:

Drawings Title	Date of Drawings	Technical Data
N/A		

- C. Contractor may examine during regular business hours copies of reports and drawings identified in Paragraphs 7.02.A and 7.02.B that were not included with the Bidding Documents at 109 3rd Ave South, Franklin, TN, or may request copies from Owner.

7.03 Technical Data Regarding Hazardous Environmental Conditions

- A. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may reasonably rely:

Report Title	Date of Report	Technical Data
N/A		

- B. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may reasonably rely:

Drawings Title	Date of Drawings		Technical Data
N/A			

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- C. Contractor may examine during regular business hours copies of reports and drawings identified in Paragraphs 7.03.A and 7.03.B that were not included with the Bidding Documents at 109 3rd Ave South, Franklin, TN, or may request copies from Owner.

ARTICLE 8—INSURANCE LIMITS

- 8.01 Contractor shall purchase and maintain the following types of insurance as more fully set forth in Article 6 of the General Conditions. Such insurance shall be written for not less than the limits set forth below.

A. *Commercial General Liability:*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage – Each Occurrence	\$1,000,000

B. *Automobile Liability:*

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000

C. *Worker's Compensation and Employer's Liability:*

Worker's Compensation and Employer's Liability	Policy limits of not less than:
State and Federal (as applicable)	Statutory Limit
Employer's Liability (accident – per occurrence)	\$1,000,000
Employer's Liability (disease – policy limit)	\$1,000,000
Employer's Liability (disease – policy limit)	\$1,000,000

D. *Umbrella or Excess Liability:*

Umbrella or Excess Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

ARTICLE 9—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

9.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- Contractor has examined and carefully studied the Contract Documents.
 - Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents or otherwise made available to Contractor with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Contract Documents or otherwise made available to Contractor, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to above, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other provisions of the Contract Documents.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents and Technical Data, and the resolution thereof by Owner or Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all requirements for performance of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performance of the Work as required by the Contract Documents.
12. Contractor is authorized to do business in Tennessee and is properly licensed and registered as necessary by or with all governmental and public and quasi-public authorities having jurisdiction over the Contractor, the Work, and the Project.
13. Contractor possesses a high level of experience, expertise, and competence in the business of administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of the Project, and shall perform the Work with the care, skill, and diligence of such a contractor.

9.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, bidding for, or entering into the Contract. For the purposes of this paragraph:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding or contracting process, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding or contracting process.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on May 14, 2024 (which is the Effective Date of the Contract).

Owner:

City of Franklin, Tennessee
(typed or printed name of organization)

By: [Signature]
(individual's signature)

Date: June 25, 2024
(date signed)

Name: ~~Eric S. Stuckey~~ Dr. Ken Moore
(typed or printed)

Title: ~~City Administrator~~ Mayor
(typed or printed)

Attest: [Signature]
(individual's signature)

Title: City Recorder
(typed or printed)

Address for giving notices:

109 3rd Ave South
Franklin, TN 37064

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Contractor:

Garney Companies, Inc.
(typed or printed name of organization)

By: [Signature]
(individual's signature)

Date: _____
(date signed)

Name: Jeffrey P. Seal
(typed or printed)

Title: Vice President
(typed or printed)

Attest: [Signature]
(individual's signature)

Title: Nicholas A. Stellmack, Assistant Secretary
(typed or printed)

Address for giving notices:

200 Crutchfield Ave
Nashville TN 37210

Designated Representative:

Name: Jeffrey P. Seal
(typed or printed)

Title: Vice President
(typed or printed)

Address:

200 Crutchfield Ave
Nashville TN 37210

Phone: 615-350-7975

Email: Garneynashville@garney.com

License No.: 23798
(where applicable)

State: Tennessee

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price)

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WORK CHANGE DIRECTIVE NO.: 2

Owner: City of Franklin, TN Date Issued: 10/2/2024
Engineer: Hazen and Sawyer
Contractor: Garney Construction
Project Name: Downtown Area/Lewisburg Avenue water and sewer improvements
Owners Contract No.: COF 2023-0076
Effective Date of Work Change Order: 10/2/2024

Contractor is directed to proceed promptly with the following change(s):

Description:

When the new 8" sanitary sewer line is installed along Lewisburg Avenue, the existing lines will be abandoned. To continue to provide residents on South Margin Street with sanitary sewer, Alternate C as shown on the approved Berry Circle Sanitary Sewer and Water Line improvements project has to be constructed. This alternate was not chosen at the time of the original bid, but it has been realized now that it is required.

Attachments:

- Excel spreadsheet for costs associated with installation of sanitary sewer portion of Alternate C

Purpose for the Work Change Directive:

Add Alternate C to original Downtown Area/Lewisburg Avenue water and sewer improvements project at an additional cost of \$287,732.25. No additional time for this addition is required.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☒ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$287,732.25	[SELECT ONE]
Contract Time:	N/A days	NOT YET DETERMINED

Basis of estimated change in Contract Price:

☒ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:		
Title:		
Date:		

Bid Item		Bid Quantity	New Quantity	Unit	Unit Price	Bid Extension	New Extension
C1	Mobilization	1	0	LS	\$85,000.00	\$ 85,000.00	\$ -
C2	Bonds & Insurance	1	0.33	LS	\$ 4,500.00	\$ 4,500.00	\$ 1,485.00
C3	Traffic Control (Allowance)	1	0.33	A	\$58,000.00	\$ 58,000.00	\$ 19,140.00
C4	Erosion Prevention and Sediment Control	1	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
C5	Asphalt Surface, 1.5", PG70-22, 411-02.10 Grade D	240	70	TN	\$ 175.00	\$ 42,000.00	\$ 12,250.00
C6	Asphalt Binder, PG70-22, 307-02.08, Grading B-M2	290	95	TN	\$ 288.00	\$ 83,520.00	\$ 27,360.00
C7	Asphalt Variance (Allowance)	1	1	A	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00
C8	Mineral Aggregate Base, Type A, 303-01.01, Grading D	620	225	TN	\$ 47.00	\$ 29,140.00	\$ 10,575.00
C9	Tack Coat (0.07 Gal/SY)	300	90	GAL	\$ 6.00	\$ 1,800.00	\$ 540.00
C10	Prime Coat - Bituminous Material	165	55	GAL	\$ 1.00	\$ 165.00	\$ 55.00
C11	Prime Coat - Cover Material	4650	1525	LBS	\$ 0.05	\$ 232.50	\$ 76.25
C12	Pavement Marking	1	0.4	LS	\$13,580.00	\$ 13,580.00	\$ 5,432.00
C13	Milling Existing Pavement	3000	1030	SY	\$ 4.50	\$ 13,500.00	\$ 4,635.00
C14	Concrete Sidewalk (4" Thickness w/ fiber mesh and 4" #57 Stone)	30	20	LF	\$ 257.00	\$ 7,710.00	\$ 5,140.00
C15	Concrete Curb	30	20	LF	\$ 140.00	\$ 4,200.00	\$ 2,800.00
C16	Concrete Combined Curb and Gutter	250	0	LF	\$ 86.00	\$ 21,500.00	\$ -
C17	Brick Crosswalks	250	0	SF	\$ 95.00	\$ 23,750.00	\$ -
C18	Permanent Seeding, Fertilizer, and Straw Mulch	100	30	SY	\$ 2.00	\$ 200.00	\$ 60.00
C19	Materials Testing (Allowance)	1	1	A	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00
C20	Loop Wiring in Roadway for Traffic Signals	1	0	EA	\$ 2,300.00	\$ 2,300.00	\$ -
C21	Final Site Cleanup and Closeout Documents	1	0.33	LS	\$31,000.00	\$ 31,000.00	\$ 10,230.00
C22	4" Ductile Iron Restrained Joint Water Line	50	0	LF	\$ 135.00	\$ 6,750.00	\$ -
C23	6" Ductile Iron Restrained Joint Water Line	50	0	LF	\$ 140.00	\$ 7,000.00	\$ -
C24	8" Ductile Iron Restrained Joint Water Line	800	0	LF	\$ 148.00	\$118,400.00	\$ -
C25	12" Ductile Iron Restrained Joint Water Line	60	0	LF	\$ 175.00	\$ 10,500.00	\$ -
C26	8" Gate Valves	8	0	EA	\$ 3,100.00	\$ 24,800.00	\$ -
C27	12" Butterfly Valves	2	0	EA	\$ 3,500.00	\$ 7,000.00	\$ -
C28	18" Butterfly Valves	1	0	EA	\$ 6,700.00	\$ 6,700.00	\$ -
C29	Water Service Connection Assembly 8" (Meter by Owner)	10	0	EA	\$ 1,400.00	\$ 14,000.00	\$ -
C30	Water Meter Boxes	10	0	EA	\$ 600.00	\$ 6,000.00	\$ -
C31	Retire 4" Water Main In Place	800	0	LF	\$ 7.00	\$ 5,600.00	\$ -
C32	Ductile Iron Fittings	2600	0	LBS	\$ 10.00	\$ 26,000.00	\$ -
C33	Connection to Existing Water Mains	6	0	EA	\$ 3,100.00	\$ 18,600.00	\$ -
C34	3/4" Copper Water Service Line	200	0	LF	\$ 81.00	\$ 16,200.00	\$ -
C35	Water Line Testing & Disinfection (Allowance)	1	0	A	\$ 5,300.00	\$ 5,300.00	\$ -
C36	Pre-Construction CCTV	200	200	LF	\$ 1.20	\$ 240.00	\$ 240.00
C37	Post-Construction CCTV	220	220	LF	\$ 1.20	\$ 264.00	\$ 264.00
C38	48" Dia Sewer Manhole	2	2	EA	\$12,000.00	\$ 24,000.00	\$ 24,000.00
C39	Manhole Standard Frame & Cover	2	2	EA	\$ 3,100.00	\$ 6,200.00	\$ 6,200.00
C40	Manhole Demolition/Removal	1	1	EA	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00
C41	6" PVC Sanitary Sewer Service	120	120	LF	\$ 185.00	\$ 22,200.00	\$ 22,200.00
C42	Sewer Service Connections, Including Cleanouts	6	6	EA	\$ 3,300.00	\$ 19,800.00	\$ 19,800.00
C43	8" PVC SDR26 Sanitary Sewer	220	220	LF	\$ 320.00	\$ 70,400.00	\$ 70,400.00
C44	Retire 8" Sanitary Sewer In Place	350	350	LF	\$ 47.00	\$ 16,450.00	\$ 16,450.00
C45	Sewer Flow Control, Bypass Pumping and Diesel (Allowance)	1	1	A	\$15,000.00	\$ 15,000.00	\$ 15,000.00
C46	6" Gate Valves	1	0	EA	\$ 2,500.00	\$ 2,500.00	\$ -
C47	Remove and Replace Fire Hydrant Assembly	1	0	EA	\$ 7,800.00	\$ 7,800.00	\$ -
						\$ 893,201.50	\$ 287,732.25



City of Franklin

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

File #: 21-0645

DATE: October 17, 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 October 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

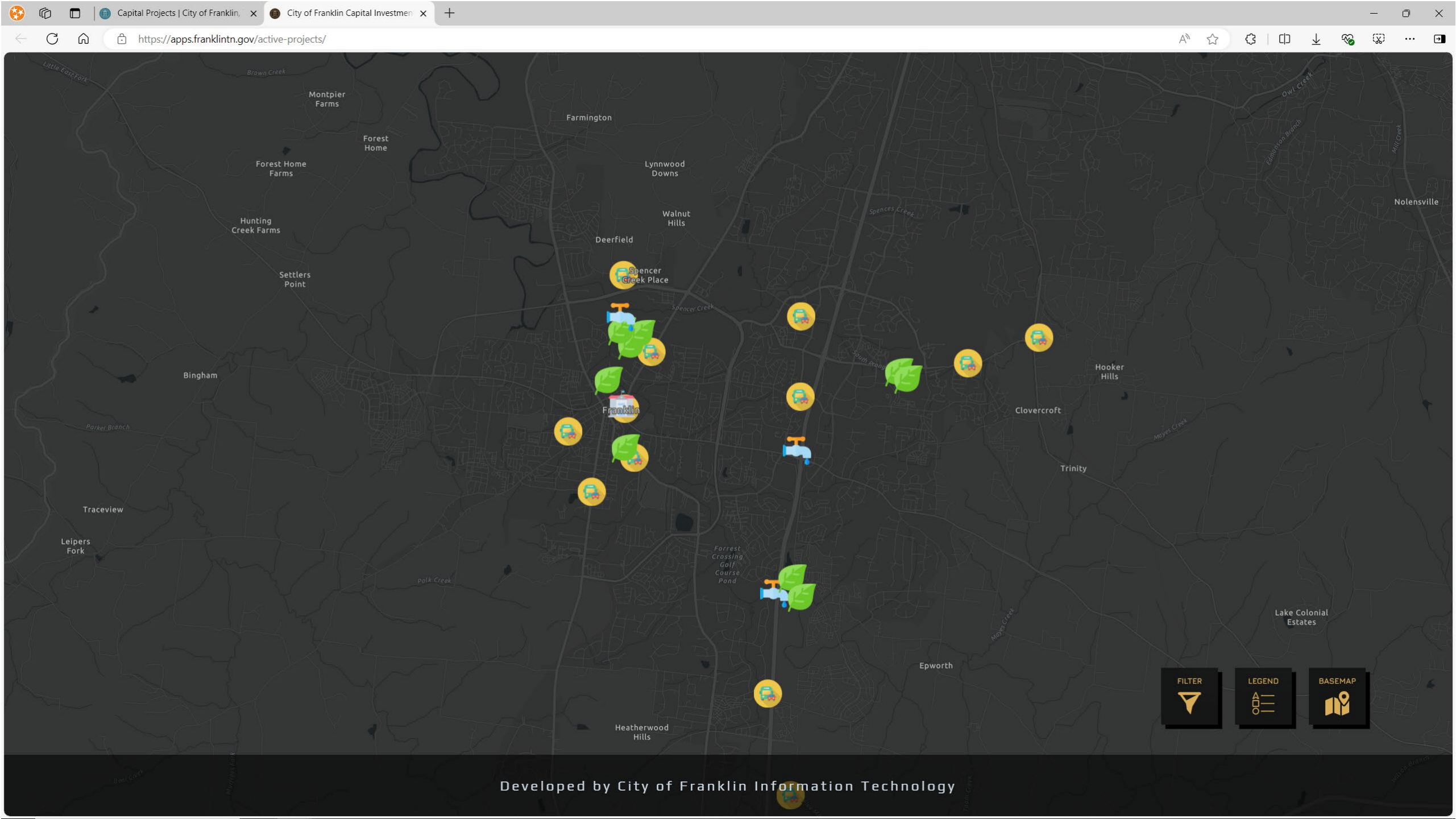


Image Captured from City of Franklin Website on 10/17/2024

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](#)”