



# City of Franklin

Mailing Address:  
109 3<sup>rd</sup> Ave S  
Franklin, TN 37064  
(615) 791-3217

## Meeting Agenda

### Capital Investment Committee

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Thursday, September 25,  
2025

3:30 PM

Williamson County  
Auditorium

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#### MEETING LOCATION

Williamson County Auditorium  
1320 West Main Street

#### 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 or by emailing [recorder@franklinton.gov](mailto: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 28, 2025 Capital Investment Committee Meeting

#### NEW BUSINESS

3. Consideration Of DRAFT Resolution 2025-81, A Resolution Authorizing The Execution Of COF Contract No. 2025-0153 With Tennessee Valley Paving For Roadway Asphalt Paving

**Sponsors:** Jerry Hatcher

4. Consideration Of DRAFT Resolution 2025-82, A Resolution Authorizing The Execution Of COF Contract No. 2025-0154 With Pavement Restorations, Inc. For Pavement Preservation

**Sponsors:** Jerry Hatcher

5. Consideration Of DRAFT Resolution 2025-83, A Resolution Authorizing The Execution Of COF Contract No. 2025-0155 With Pavement Restorations, Inc. For Facilities Asphalt Paving And Utility Cut Repair

**Sponsors:** Jerry Hatcher

6. Consideration Of Amendment 6 To COF Contract No. 2019-0376, With Barge Design Solutions, Inc. For The Design Of The Bicentennial Park Project At A Lump Sum Cost Increase Of \$15,000

**Sponsors:** Paul Holzen, Jonathan Marston, Shahad Abdulrahman

7. Consideration Of DRAFT COF Contract No. 2025-0362, A Professional Services Agreement With Verdantas, LLC, For Final Design/Construction Documents On The Church Street Improvements Project In A Not-To-Exceed Amount Of \$330,500

**Sponsors:** Paul Holzen, Jonathan Marston, William Banks

8. Capital Projects Dashboard And Status Updates For September 2025

**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

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Thursday, August 28, 2025

3:30 PM

Williamson County  
Auditorium

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#### CALL TO ORDER

Chair Greg Caesar called the meeting to order at 03:32 PM

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

Board Members Absent: None

Staff Present: Eric Stuckey, Mark Hilty, Paul Holzen, Jeff Willoughby, 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 Alderman Beverly Burger to Approve the Agenda as Submitted. The motion Passed 4-0.*

**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 or by emailing [recorder@franklintn.gov](mailto: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 24, 2025 Capital Investment Committee Meeting**

Sponsors:

*A motion was made by Alderman Matt Brown, seconded by Alderman Brandy Blanton to Approve the Minutes. The motion Passed 4-0.*

**NEW BUSINESS****3. Consideration Of Ordinance 2025-24, An Ordinance To Amend Title 23 Of The City Of Franklin Municipal Code To Revise Definitions, Clarify Requirements, And To Correct Grammatical And Typographical Errors In The Stormwater Management Ordinance**

**Sponsors:** Paul Holzen, Jeff Willoughby

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

**4. Consideration Of Ordinance 2025-31, An Ordinance To Establish A No-Parking-Anytime Zone Along The South Side Of Alpha Drive From Beta Drive East To And Around The Extents Of The Cul-De-Sac**

**Sponsors:** Paul Holzen, Adam Moser

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

**5. Consideration Of DRAFT Resolution 2025-67, A Resolution Declaring An Existing Section Of Pedestrian Access Easement In The Stream Valley PUD Subdivision Generally Located In Between Lots 282 & 283 Of The Stream Valley PUD Subdivision Section 9 As Surplus Property And Authorizing Its Disposal By The City Administrator**

**Sponsors:** Paul Holzen

*A motion was made by Alderman Brandy Blanton, seconded by Alderman Matt Brown to Recommend Approval to the Board of Mayor and Aldermen the Resolution. The motion Passed 4-0.*

**6. Consideration Of DRAFT Resolution 2025-68, A Resolution Declaring An Existing Section Of Right-Of-Way Known As Corporate Centre Drive Generally Located North Of Cool Springs Blvd And West Of Carothers Parkway As Surplus Property And Authorizing Its Disposal By The Mayor And City Administrator**

**Sponsors:** Jimmy Wiseman

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

**7. Consideration Of Amendment 1 To COF Contract No. 2017-0293, With Ford Colletta, LLC, For Road Impact Offset Agreement For An Amount Not To Exceed \$1,659,193**

**Sponsors:** Paul Holzen, Jimmy Wiseman

*A motion was made by Alderman Brandy Blanton, seconded by Alderman Matt Brown to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.*

**8. Consideration Of COF Contract No. 2025-0221, With CSX Transportation, Inc. For Lewisburg Pike Sidewalk Project**

**Sponsors:** Paul Holzen

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

**9. Consideration Of COF Contract No. 2025-0312, With Tennessee Department Of Transportation (TDOT) For Mack Hatcher Parkway Multi-Use Trail**

**Sponsors:** Paul Holzen

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

**10. Capital Projects Dashboard And Status Updates For August 2025**

**Sponsors:** Paul Holzen, Jonathan Marston

*The item was acknowledged.*

**OTHER BUSINESS**

**ADJOURN**

*A motion was made by Alderman Brandy Blanton, seconded by Alderman Beverly Burger to Adjourn the Meeting. The motion Passed 4-0.*

*Meeting Adjourned @ 04:00 PM*

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Greg Caesar, Chair

Minutes Prepared by Cayce Anderson, Deputy City Recorder, City Recorder's Office - 8/28/25, 4:05 PM



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**File #: 21-01144**

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**DATE:** September 11, 2025  
**TO:** Capital Investment Committee  
**FROM:** Jerry Hatcher, Director of Streets

**SUBJECT:**

Consideration Of DRAFT Resolution 2025-81, A Resolution Authorizing The Execution Of COF Contract No. 2025-0153 With Tennessee Valley Paving For Roadway Asphalt Paving

**PURPOSE:**

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-81.

**BACKGROUND/STAFF COMMENTS:**

The City of Franklin periodically bids out annual maintenance contractors. This contract is for the roadway asphalt paving and can be used by any city department. On August 14, 2025, sealed bids for the On-Call Annual Contract (COF Contract No. 2025-0153) were received by the City's Streets Department and were publicly opened and read aloud. Bids were received from six (6) bidders, with Tennessee Valley Paving being the apparent low bidder, with a bid amount of \$3,641,743.00. After careful review and tabulation of all submitted bids, City staff recommends awarding of this On-Call Contract (COF Contract No. 2025-0153) to Tennessee Valley Paving.

**FINANCIAL IMPACT:**

This contract is set up on an as-needed basis, administered by the Streets Department. The bid package was based on general use quantities by utilizing historical data. This contract is generally funded through annual budget process.

**RECOMMENDATION:**

Staff recommends that Resolution 2025-81 be recommended to the Board of Mayor and Aldermen for approval.

**RESOLUTION 2025-81**

**A RESOLUTION AUTHORIZING THE EXECUTION OF COF CONTRACT No. 2025-0153 WITH TENNESSEE VALLEY PAVING FOR ROADWAY ASPHALT PAVING**

**WHEREAS**, the Board of Mayor and Aldermen of the City of Franklin, Tennessee (“BOMA”) desires to move toward the effective and efficient administration of City business; and

**WHEREAS**, the City of Franklin has identified the need for Roadway Asphalt Paving in order to maintain the integrity and safety of City streets; and

**WHEREAS**, Tennessee Valley Paving has been selected through a competitive bidding process as the most qualified and cost-effective provider of such services; and

**WHEREAS**, the City of Franklin’s Board of Mayor and Aldermen find that it is in the best interest of the City and its residents to enter into a contract with Tennessee Valley Paving to perform these services; and

**WHEREAS**, funds have been allocated and are available in the Streets Department to cover the costs associated with the contract; and

**WHEREAS**, the contract has been reviewed by the Law Department and found to be in accordance with applicable laws and regulations;

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

**Section 1.** The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby authorizes the City Administrator to execute a COF Contract No. 2025-0153 with Tennessee Valley Paving for the provision of On-Call Annual Contract for Roadway Asphalt Paving, as outlined in the attached contract documents (or in substantially the same form as determined by the City Administrator and/or Law Department), in an amount not to exceed \$3,641,743.00.

**Section 2.** The Streets Department Director is further authorized to take any and all necessary actions to implement and administer the terms of the COF Contract No. 2025-0153, including any amendments thereto, provided such amendments do not increase the cost to the City.

**Section 3.** The City Administrator is hereby authorized to extend the contract duration by one (1) year, up to a maximum of two (2), one (1) year extensions.

**Section 4.** This resolution shall take effect immediately upon its passage and approval.

IT IS SO RESOLVED AND DONE on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

**CITY OF FRANKLIN, TENNESSEE:**

By: \_\_\_\_\_  
Angie Skarp  
City Recorder

By: \_\_\_\_\_  
Dr. Ken Moore  
Mayor

**Approved as to Form:**

By: \_\_\_\_\_  
J. Blake Harper  
Assistant City Attorney

DRAFT



**Roadway Asphalt Paving**  
**COF Contract No. 2025-0153**

**BID OPENING - Apparent Bid Results (UNOFFICIAL)**  
**Thursday August 14, 2025 @ 1:00 PM (CST)**

NAME	BASE BID
AMI Construction, Inc.	\$5,338,652.55
Byrne and Jones Construction	\$5,233,102.66
Four Star Paving, LLC	\$4,826,222.50
Rogers Group, Inc	\$6,450,293.00
Sessions Paving Company	No bid
<b>Tennessee Valley Paving</b>	<b>\$3,641,743.00</b>



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**File #: 21-01145**

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**DATE:** September 11, 2025  
**TO:** Capital Investment Committee  
**FROM:** Jerry Hatcher, Director of Streets

**SUBJECT:**

Consideration Of DRAFT Resolution 2025-82, A Resolution Authorizing The Execution Of COF Contract No. 2025-0154 With Pavement Restorations, Inc. For Pavement Preservation

**PURPOSE:**

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-82.

**BACKGROUND/STAFF COMMENTS:**

The City of Franklin periodically bids out annual maintenance contractors. This contract is for pavement preservation and can be used by any City department. On August 14, 2025, sealed bids for the On-Call Contract (COF Contract No. 2025-0154) were received by the City's Streets Department and were publicly opened and read aloud. Bids were received from one (1) bidder, Pavement Restorations, Inc., with a bid amount of \$446,752.00. After careful review and tabulation of the submitted bid, City staff recommends award of this On-Call Contract (COF Contract No. 2025-0154) to Pavement Restorations, Inc. in the amount of \$446,752.00.

**FINANCIAL IMPACT:**

This contract is set up on an as-needed basis, administered by the Streets Department. The bid package was based on general use quantities by utilizing historical data. This contract is generally funded through annual budget process.

**RECOMMENDATION:**

Staff recommends that Resolution 2025-82 be recommended to the Board of Mayor and Aldermen for approval.

**RESOLUTION 2025-82**

**A RESOLUTION AUTHORIZING THE EXECUTION OF COF CONTRACT No. 2025-0154 WITH PAVEMENT RESTORATIONS, INC. FOR PAVEMENT PRESERVATION**

**WHEREAS**, the Board of Mayor and Aldermen of the City of Franklin, Tennessee (“BOMA”) desires to move toward the effective and efficient administration of City business; and

**WHEREAS**, the City of Franklin has identified the need for Pavement Preservation in order to **increase the asphalt longevity of City streets**]; and

**WHEREAS**, Pavement Restorations, Inc. has been selected through a competitive bidding process as the most qualified and cost-effective provider of such services; and

**WHEREAS**, the City of Franklin’s Board of Mayor and Aldermen find that it is in the best interest of the City and its residents to enter into a contract with Pavement Restorations, Inc. to perform these services; and

**WHEREAS**, funds have been allocated and are available in the Streets Department to cover the costs associated with the contract; and

**WHEREAS**, the contract has been reviewed by the Law Department and found to be in accordance with applicable laws and regulations;

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

**Section 1.** The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby authorizes the City Administrator to execute a **COF Contract No. 2025-0154** with Pavement Restorations, Inc. for the provision of **On-Call Annual Contract for Pavement Preservation**, as outlined in the attached contract documents (or in substantially the same form as determined by the City Administrator and/or Law Department), in an amount not to exceed **\$446,752.00**.

**Section 2.** The Streets Department Director is further authorized to take any and all necessary actions to implement and administer the terms of the **COF Contract No. 2025-0154**, including any amendments thereto, provided such amendments do not increase the cost to the City.

**Section 3.** The City Administrator is hereby authorized to extend the contract duration by one (1) year, up to a maximum of two (2), one (1) year extensions.

**Section 4.** This resolution shall take effect immediately upon its passage and approval.

IT IS SO RESOLVED AND DONE on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

**CITY OF FRANKLIN, TENNESSEE:**

By: \_\_\_\_\_  
Angie Skarp  
City Recorder

By: \_\_\_\_\_  
Dr. Ken Moore  
Mayor

**Approved as to Form:**

By: \_\_\_\_\_  
J. Blake Harper  
Assistant City Attorney

DRAFT



**Pavement Preservation**  
**COF Contract No. 2025-0154**

**BID OPENING - Apparent Bid Results (UNOFFICIAL)**  
Thursday August 14, 2025 @ 3:00 PM (CST)

NAME	BASE BID
Pavement Restorations, Inc.	\$446,752.00



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**File #: 21-01146**

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**DATE:** September 11, 2025  
**TO:** Capital Investment Committee  
**FROM:** Jerry Hatcher, Director of Streets

**SUBJECT:**

Consideration Of DRAFT Resolution 2025-83, A Resolution Authorizing The Execution Of COF Contract No. 2025-0155 With Pavement Restorations, Inc. For Facilities Asphalt Paving And Utility Cut Repair

**PURPOSE:**

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-83

**BACKGROUND/STAFF COMMENTS:**

The City of Franklin periodically bids out annual maintenance contractors. This contract is for facilities asphalt paving and utility cut repairs and can be used by any City department. On August 14, 2025, sealed bids for the On-Call Annual Contract (COF Contract No. 2025-0155) were received by the City's Streets Department and were publicly opened and read aloud. Bids were received from six (6) bidders, with Pavement Restorations, Inc. being the apparent low bidder, with a bid amount of \$1,247,000.00. After careful review and tabulation of all submitted bids, City staff recommends award of this On-Call Contract (COF Contract No. 2025-0155) to Pavement Restorations, Inc. in the amount of \$1,247,000.00.

**FINANCIAL IMPACT:**

This contract is set up on an as-needed basis, administered by the Streets Department. The bid package was based on general use quantities by utilizing historical data. This contract is generally funded through annual budget process.

**RECOMMENDATION:**

Staff recommends that Resolution 2025-83 be recommended to the Board of Mayor and Aldermen for approval.

**RESOLUTION 2025-83**

**A RESOLUTION AUTHORIZING THE EXECUTION OF COF CONTRACT No. 2025-0155 WITH PAVEMENT RESTORATIONS, INC. FOR FACILITIES ASPHALT PAVING AND UTILITY CUT REPAIR**

**WHEREAS**, the Board of Mayor and Aldermen of the City of Franklin, Tennessee (“BOMA”) desires to move toward the effective and efficient administration of City business; and

**WHEREAS**, the City of Franklin has identified the need for **Facilities Asphalt Paving and Utility Cut Repair** in order to maintain the integrity and safety of City facilities and repair utility cuts on City streets; and

**WHEREAS**, **Pavement Restorations, Inc.** has been selected through a competitive bidding process as the most qualified and cost-effective provider of such services; and

**WHEREAS**, the City of Franklin’s Board of Mayor and Aldermen find that it is in the best interest of the City and its residents to enter into a contract with **Pavement Restorations, Inc.** to perform these services; and

**WHEREAS**, funds have been allocated and are available in the **Streets Department** to cover the costs associated with the contract; and

**WHEREAS**, the contract has been reviewed by the Law Department and found to be in accordance with applicable laws and regulations;

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

**Section 1.** The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby authorizes the **City Administrator** to execute a **COF Contract No. 2025-0155** with Pavement Restorations, Inc. for the provision of **Facilities Asphalt Paving and Utility Cut Repair**, as outlined in the attached contract documents (or in substantially the same form as determined by the City Administrator and/or Law Department), in an amount not to exceed **\$1,247,000.00**.

**Section 2.** The **Streets Department Director** is further authorized to take any and all necessary actions to implement and administer the terms of the **COF Contract No. 2025-0155**, including any amendments thereto, provided such amendments do not increase the cost to the City.

**Section 3.** The City Administrator is hereby authorized to extend the contract duration by one (1) year, up to a maximum of two (2), one (1) year extensions.

**Section 4.** This resolution shall take effect immediately upon its passage and approval.

IT IS SO RESOLVED AND DONE on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

**CITY OF FRANKLIN, TENNESSEE:**

By: \_\_\_\_\_  
Angie Skarp  
City Recorder

By: \_\_\_\_\_  
Dr. Ken Moore  
Mayor

**Approved as to Form:**

By: \_\_\_\_\_  
J. Blake Harper  
Assistant City Attorney

DRAFT



**Facilities Asphalt Paving & Utility Cut Patch Repair**  
**COF Contract No. 2025-0155**

**BID OPENING - Apparent Bid Results (UNOFFICIAL)**  
**Thursday August 14, 2025 @ 2:00 PM (CST)**

NAME	BASE BID
AMI Construction, Inc.	No bid
Byrne and Jones Construction	\$1,377,325.00
Jarrett Builders, Inc.	\$1,808,405.00
Nickell Company, LLC.	\$1,335,756.20
<b>Pavement Restorations, Inc.</b>	<b>\$1,247,000.00</b>
Sessions Paving Company	\$1,295,450.00
Tennessee Valley Paving	No bid
Turner Asphalt & Sealcoating	\$1,556,930.00



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**File #: 21-01078**

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**DATE:** August 28, 2025  
**TO:** Capital Investment Committee  
**FROM:** Paul Holzen, Director of Engineering  
Jonathan Marston, Asst. Director of Engineering  
Shahad Abdulrahman, Staff Engineer

**SUBJECT:**

Consideration Of Amendment 6 To COF Contract No. 2019-0376, With Barge Design Solutions, Inc. For The Design Of The Bicentennial Park Project At A Lump Sum Cost Increase Of \$15,000

**PURPOSE:**

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 6 to COF Contract No. 2019-0376.

**BACKGROUND/STAFF COMMENTS:**

On March 10, 2020, the BOMA approved a PSA (COF Contract No. 2019-0376) with Barge Design Solutions, Inc. (Barge) to provide design services for the Bicentennial Park Project. Amendment 6 is for additional services requested during the construction period for the park due to field changes as outlined in Attachment A of the amendment.

**FINANCIAL IMPACT:**

The original contract was for a lump sum of \$439,500. With the previous amendments, the contract ceiling for this PSA had become \$696,300. With the approval of Amendment 6 for an additional lump sum amount of \$15,000, the new contract ceiling will become \$711,300.

**RECOMMENDATION:**

Staff recommends that Amendment 6 to COF Contract No. 2019-0376 be recommended to the Board of Mayor and Aldermen for approval.

**AMENDMENT NO. 6 TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR BICENTENNIAL PARK PROJECT  
COF Contract No. 2019-0376**

ENTERED INTO by and between the City of Franklin, Tennessee (the “City”) and Barge Design Solutions, Inc. (“Consultant”) as of this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**RECITALS:**

WHEREAS, the City and Barge Design Solutions, Inc. entered into an agreement (COF Contract No. COF 2019-0376) dated 10<sup>th</sup> of March, 2020 (the “Agreement”); and

WHEREAS, the Agreement stipulated that the Consultant would be paid a lump sum fee of Four Hundred Thirty-Nine Thousand Five Hundred and No/100 DOLLARS (\$439,500.00) to provide engineering design services as detailed in the Scope of Services; and

WHEREAS, on June 23, 2021, the Board of Mayor and Aldermen (“BOMA”) approved Amendment No. 1 to the Agreement with the Consultant for additional design work in the lump sum amount of Twenty-Two Thousand Five Hundred and 00/100 Dollars (\$22,500.00); and

WHEREAS, on January 25, 2022, BOMA approved Amendment No. 2 to the Agreement with the Consultant for additional design work in the additional lump sum amount of Forty-One Thousand Five Hundred and 00/100 Dollars (\$41,500.00); and

WHEREAS, on March 29, 2023, BOMA approved Amendment No. 3 to the Agreement with the Consultant for additional services in the additional lump sum amount of One Hundred Twenty-Four Thousand Three Hundred and 00/100 Dollars (\$124,300.00); and

WHEREAS, on December 1, 2023, BOMA approved Amendment No. 4 to the Agreement with the Consultant for additional services for environmental testing in the additional lump sum amount of Thirty-Eight Thousand Five Hundred and 00/100 Dollars (\$38,500.00); and

WHEREAS, on February 12, 2025, BOMA approved Amendment No. 5 to the Agreement with the Consultant for additional services for environmental testing in the additional lump sum amount of Thirty-Thousand and 00/100 Dollars (\$30,000.00); and

WHEREAS, the parties once again desire to amend the Agreement through this Amendment No. 6 (“Amendment No. 6”) to account for additional services requested by the City for construction administration at an additional lump sum cost increase of Fifteen-Thousand and 00/100 Dollars (\$15,000.00); and

WHEREAS, the City and Barge Design Solutions, Inc. desire to amend the Agreement as set forth herein.

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

1. The Agreement is hereby amended and restated as follows:
2. The Agreement is hereby amended to allow for an additional lump sum cost increase of Fifteen-Thousand and 00/100 DOLLARS (\$15,000.00) for a new total sum of Seven Hundred Eleven Thousand

Three Hundred and No/100 Dollars (\$711,300.00) for the additional services outlined in Attachment A (attached hereto).

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

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

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

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

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

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

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

10. All other provisions of the Agreement, dated March 10, 2020, including all amendments thereto, are unchanged and remain in full force and effect.

**CITY:**

CITY OF FRANKLIN, TENNESSEE

By: \_\_\_\_\_  
Dr. Ken Moore, Mayor

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Eric Stuckey, City Administrator

Date: \_\_\_\_\_

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
J. Blake Harper, Assistant City Attorney

**CONSULTANT:**

BARGE DESIGN SOLUTIONS, INC.

Signed by:  
By: John Adrian Ward  
CF174D4902054CD...

Title: Vice President

Date: 9/11/2025



August 26, 2025  
File No. 35968-01

Ms. Shahad Abdulrahman  
City of Franklin  
109 Third Avenue South  
Franklin, Tennessee 37064

**RE: BICENTENNIAL PARK – CONTRACT AMENDMENT #6**

Dear Ms. Abdulrahman:

Barge Design Solutions, Inc. (Barge) encloses the details of Contract Amendment #6 to provide additional funding for the ongoing Construction Administration phase beyond what was approved as part of Contract Amendment #3, dated 11/01/2022 as detailed in Attachment A.

Previously submitted and approved amendments include the following purposes and their values:

- 1. Amendment #1 – Structural/Architectural Design – \$22,500
- 2. Amendment #2 – Additional Structure Design – \$41,500
- 3. Amendment #3 – Limited Construction Administration – \$124,300
- 4. Amendment #4 – Environmental Services – \$38,500
- 5. Amendment #5 – Client Requested Services Extension – \$30,000

If we have not fully addressed your project requirements, or if you have questions regarding the proposal, please advise me immediately by calling (615) 252-4329.

We anticipate this work being performed under the terms and conditions of the current Bicentennial Park contract with the fee being adjusted to accommodate Amendment #6. Please let us know if this is not the case.

Sincerely,  
**Barge Design Solutions, Inc.**

Adrian Ward  
Manager

Enclosures

cc: Mr. Paul Holzen, City of Franklin  
Ms. Lisa Clayton, City of Franklin  
Barge Project Team

615 3RD AVENUE SOUTH // SUITE 700 // NASHVILLE // TENNESSEE // 37210 // 615-254-1500 // BARGEDESIGN.COM



The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Time of Performance
- IV. Compensation

#### **I. Project Description**

The Bicentennial Park Improvements project is located in the City of Franklin between 3rd Avenue, North Margin Street, and the Harpeth River and consists of approximately 10 acres. This project amendment includes increasing the allotted fee for construction administration. Amendment #3 provided a lump sum fee of \$94,300 for Barge to assist the Client during the construction phase with the review of technical submittals, requests for information (RFI), and site visits for progress meetings. At the time of submitting this Amendment #6, the funding from Amendment #3 will be fully used, and therefore this amendment is being submitted in order for Barge to continue providing assistance as construction nears completion.

To support the construction, the scope of work approved in Amendment #3 included the work shown below.

1. Barge would review and respond to 47 technical and materials submittals.
  - a. To date, Barge has reviewed a total of 60 submittals and resubmittals. Barge expects there are still more submittals to be provided for review prior to the completion of construction.
2. Barge would respond to a maximum of 20 RFIs.
  - a. To date, Barge has received a total of 45 RFIs. Since construction remains ongoing, Barge assumes that additional RFIs will be submitted for review.
3. The construction period was assumed to take 12 months.
  - a. Construction began in August of 2023, and the currently provided date to reach substantial completion is March 2025. The date for final completion is currently unknown as part of the work will be completed after substantial completion has been issued. At the time of the currently estimated substantial completion, construction will have been ongoing for 18 months. Additionally, Barge assumes that construction will continue through the planting season, which is typically between April and June. Therefore, Barge has assumed that construction will be completed in May. Based on this assumption, the estimated construction duration will be 20 months.
4. Barge would attend a maximum of 12 4-hour site visits, including two individuals.
5. Barge would attend one final walkthrough of the site to perform a punch list of final items requiring correction/completion. The final walkthrough assumed one individual from each of the design disciplines would attend.



**II. Scope of Services**

Barge proposes this Amendment in order to continue providing assistance to the City of Franklin for construction administration through the end of construction. Barge will continue to review RFIs and submittals, visit the site to support construction related inquiries, and will attend the final walkthrough as described above.

**III. Time of Performance**

Barge is prepared to begin work immediately upon execution of this amendment. This amendment extends the duration of construction administrative services through the month of May.

**IV. Compensation**

The compensation to be paid to Barge for providing requested services shall be as follows and in accordance with payment terms for Agreement and Amendment #3:

Amendment #6 – Extended CA	Lump Sum	\$15,000
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# BARGE DESIGN SOLUTIONS, INC.

## EXHIBIT A – SCHEDULE OF STANDARD CHARGES

### HOURLY-RATE BASIS

Hourly Rates:

Principal Engineer, Planner, or Architect .....	\$170 to	\$295
Professional Engineer, Planner, Architect, Landscape Architect, or Land Surveyor .....	100 to	250
Graduate Engineer, Planner, or Architect.....	70 to	150
Designer or Technician .....	60 to	130
Drafter, Administrative Assistant, etc.....	50 to	120
Construction Representative .....	50 to	110
Surveyor .....	40 to	100

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement. Submittal fees and other applicable expenses will be invoiced at cost.

Barge contract employees (non-Barge payroll) utilized by Barge in the provision of services under this agreement will be billed at a multiple of 1.6 times the expenses incurred by Barge for time chargeable to the work.

Invoices will be issued monthly.

NOTE: The average three-member survey crew rate ranges from \$140 to \$250 per hour, depending upon the mix of personnel used.

An annual escalation of hourly rates of 3% - 5% will be applied one year from the date of the professional services agreement



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**File #:** 21-01175

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**DATE:** September 17, 2025  
**TO:** Capital Investment Committee  
**FROM:** Paul Holzen, Director of Engineering  
Jonathan Marston, Asst. Director of Engineering  
William Banks, Staff Engineer

**SUBJECT:**

Consideration Of DRAFT COF Contract No. 2025-0362, A Professional Services Agreement With Verdantas, LLC, For Final Design/Construction Documents On The Church Street Improvements Project In A Not-To-Exceed Amount Of \$330,500

**PURPOSE:**

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Professional Services Agreement (PSA) with Verdantas, LLC for Final Design/Construction Documents on the Church Street Improvements Project.

**BACKGROUND/STAFF COMMENTS:**

To help give context to the background info below, the original Church Street design firm of CT Consultants (CTC) was recently acquired by Verdantas. Even though the design firm has changed, the original CT Consultants design team is now with Verdantas and will continue to work on and complete the project...

On August 13, 2019, the BOMA approved Resolution 2019-68 to adopt the project list for the fiscal years (FYs) 2019-2028 Capital Investment Program (CIP). The Church Street Improvements Project, from Columbia Avenue to 1st Avenue South/Harpeth River, was included on that adopted project list. On November 12, 2019, the BOMA approved a Professional Services Agreement (PSA), COF Contract No. 2019-0280, with CTC for the Preliminary/Functional Design of the Church Street Improvements Project. CTC prepared "high-level" functional roadway and utility plans for the project area. The anticipated improvements include: water and sanitary sewer upgrades, a new storm sewer trunk line (proposed to help with the Parkview area drainage concerns), the relocation of aerial utilities to underground duct banks, new storm sewer infrastructure, new brick sidewalks, and upgraded decorative street lighting.

On January 25, 2022, the BOMA formally approved a PSA (COF Contract 2021-0321), authorizing CTC to prepare the design through full right-of-way plans, which were necessary to allow for the acquisition of all necessary project easements and/or right-of-way. Amendment 1 to the CTC PSA (COF Contract 2021-0321) was for geotechnical services to provide additional preliminary subsurface

information to help finalize the design of the proposed storm sewer included with the Right-of-Way Plans for the Church Street Improvement Project.

This new PSA with Verdantas (COF Contract No. 2025-0362) moves the project forward by preparing the final design plans and construction documents, as previous CTC design contracts only worked through the ROW plan phase. Please see the attached proposal letter from Verdantas (Attachment A to the PSA) explaining the full details of the final design scope of work.

**FINANCIAL IMPACT:**

This PSA shall be paid a lump sum cost (billed monthly) of \$330,500.00. The Church Street Improvements project is included in the approved Capital Investment Plan. Expenses will be charged to General Ledger (GL) Code 310-89420-43100.

**RECOMMENDATION:**

Staff recommends that COF Contract No. 2025-0362 with Verdantas, LLC be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE  
PROFESSIONAL SERVICES AGREEMENT  
COF Contract No. 2025-0362\_\_\_\_\_**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **VERDANTAS, LLC** hereinafter referenced as Consultant, who mutually agree as follows:

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

**FINAL DESIGN/CONSTRUCTION DOCUMENTS FOR THE CHURCH  
STREET IMPROVEMENTS PROJECT, FROM COLUMBIA AVENUE TO  
1<sup>ST</sup> AVENUE SOUTH/HARPETH RIVER**

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of **Three Hundred Thirty Thousand Five Hundred and No/100 Dollars (\$330,500.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the \_\_\_\_\_ Day of \_\_\_\_\_ 202\_\_.

## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

### ARTICLE 1. SERVICES. Consultant will:

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

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

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

### ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

**ARTICLE 6. SCHEDULE.**

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

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

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

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

## **ARTICLE 7. USE OF DOCUMENTS, DATA.**

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
- 7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

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

#### **ARTICLE 8. INSURANCE.**

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
  - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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

#### **ARTICLE 9. PAYMENT.**

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**  
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at [www.gsa.gov](http://www.gsa.gov) [click on 'per diem rates' under the 'etools' category].

## **ARTICLE 10. MISCELLANEOUS PROVISIONS**

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.
- 10.5 **IRAN DIVESTMENT ACT** By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any

subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

- 10.6 **NON-BOYCOTT OF ISRAEL** Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

**ARTICLE 11. EXTENT OF AGREEMENT:**

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

**ARTICLE 12. DISPUTE RESOLUTION, BREACH.**

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

**ARTICLE 13. SURVIVAL.**

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract

or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

**VERDANTAS, LLC**

**CITY OF FRANKLIN, TENNESSEE**

BY: \_\_\_\_\_  
Consultant's Signature  
TITLE: \_\_\_\_\_  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Dr. Ken Moore  
Mayor  
Date: \_\_\_\_\_

DRAFT

ATTEST:  
BY: \_\_\_\_\_  
Angie Skarp  
City Recorder  
Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
J. Blake Harper  
Assistant City Attorney

September 16, 2025

City of Franklin  
William Banks, PE, Engineer 3  
109 3<sup>rd</sup> Avenue South, Franklin, TN 37064  
615.550.6677  
[william.banks@franklintn.gov](mailto:william.banks@franklintn.gov)

**Construction Documents  
Church Street Improvements Project from  
Columbia Avenue to 1<sup>st</sup> Avenue South / Harpeth River  
C.O.F. Project Number: 2019-019  
Engineering Fee Proposal No. 062.P000036439**

Dear William:

Verdantas appreciates the opportunity to submit the following proposal for professional engineering services to prepare Construction Plans for the Church Street Improvements Project located in Franklin, TN. Prior to CT Consultants, Inc. acquisition by Verdantas, we had prepared “high-level” functional roadway and utility plans for the project area in 2021. In 2022, we then entered into an agreement to prepare Right-of-Way plans, for which we are currently in the process of finalizing. Acknowledging the City’s decision to move forward with easement acquisitions and the preparation of construction plans, we propose the following scope of services.

**Construction Plans**

Verdantas will utilize the previously prepared Right-of-Way drawings to prepare final Construction Plans. We understand that as the city acquires easements, negotiations may require minor design changes to what is currently shown on the Right-of-Way plans. Additionally, based upon previous conversations, we anticipate that further utility coordination will be required. Specifically, Google Fiber has new facilities planned for this area, which were not included in the Right-of-Way plans in addition AT&T betterments that are anticipated to occur prior to the end of 2025. We also understand with the recent city approval of the Margin District private site development additional coordination will be required. As previously discussed, the Margin District project may include off-site improvements that direct stormwater runoff towards Columbia Avenue, which would not ultimately contribute to the Church Street storm sewer system as originally anticipated.

In addition to these design modifications additional drawings will be provided to prepare a final set of construction drawings to be bid out for construction. The following is a list of anticipated sheets to be included in the set:

- Title Sheet
- Estimated Quantities
- Typical Sections
- Notes
- Details
- Property Maps and Right-of-Way Acquisition Tables
- Existing Conditions
- Demolition Plans
- Proposed Layout Plans
- Utility Plans

- Gas Main Plans
- Water Main Plans
- Storm Sewer Plans
- Sanitary Sewer Plans
- Underground Conduit Plans
- Electrical Site Plans
- Power Site Plans
- Comcast Site Plans
- Windstream Site Plans
- Verizon Site Plans
- AT&T Site Plans
- Google Fiber Site Plans
- City Conduit Site Plans
- Erosion Prevention and Sediment Control Plans
- Grading Plans
- Signing and Pavement Marking Plans
- Traffic Control Plans
- Traffic Signal Plans – *City to provide phasing, timing and fiber optic design/equipment requirements. No traffic counts and/or studies are anticipated or included.*
- Landscaping Plans

**Right-of-Way / Easement Documents (Legal Descriptions & Exhibits)**

As part of the previous Right-of-Way documents scope of services thirty (30) legal descriptions and exhibits were anticipated. At that time one (1) exhibit was anticipated for each parcel with legal descriptions only needed for permanent easements (i.e. not for temporary construction easements). During the preparation of the Right-of-Way documents, it was determined that thirty-five (35) properties will be affected by the improvements necessitating the need for additional easements and exhibits. Further, legal descriptions are now being requested for all easements inclusive of temporary easements. With the original survey being prepared by another consultant directly contracted with the city, we believe it is in the city’s best interest to utilize the same surveyor when preparing the documents to minimize/eliminate conflicts between opinions and interpretations of property lines, right-of-way locations, etc.

**Bidding, Permitting and Construction Administration Services**

Once easements are secured and construction documents are completed, if requested, Verdantas can prepare an amendment for assistance with permitting, bidding and construction administration. As such, these services are not included in this scope of work nor these fees.

**Fee Summary**

Verdantas' fees for the above scope of services are as follows:

Construction Plans	<b>\$268,000.00 Lump</b>
Right-of-Way / Easement Documents	<b>\$ 62,500.00 Lump</b>
<b>TOTAL</b>	<b>\$330,500.00 Lump</b>



Please note that our professional service fee does not include any permits, submittals, review fees or reimbursable expenses such as prints, postage and mileage. Reimbursable expenses will be billed at cost plus 10%.

### **Schedule**

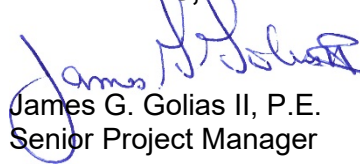
Verdantas can begin services upon receipt of a signed Professional Service Agreement. The Right-of-Way / Easement Documents can also begin at the same time, understanding that they cannot be finalized until all easements are secured in order to coordinate with any agreed upon modifications with the owners during the negotiations.

The following items are not included in this proposal but can be provided as an additional service when requested:

- ▶ Surveying Services beyond what is included above such as construction staking, record drawings, etc.
- ▶ Geotechnical Services / Subsurface exploration
- ▶ Structural plans including retaining walls
- ▶ Traffic Impact Study
- ▶ Environmental reviews (Phase I, Phase II, Remediation, Wetlands Determination, Wetlands Delineation, 401/404 Permits, etc.)
- ▶ Irrigation Plans
- ▶ Permitting Assistance
- ▶ Bidding Assistance including preparation of specifications, quantities and bidding documents
- ▶ Construction Administration

We are very pleased about the possibility of working with you on this project. Please review the proposal and call me at 615-349-4025 or by email at [jgoliias@verdantas.com](mailto:jgoliias@verdantas.com) to discuss any questions you may have. Thank you for considering Verdantas as your design consultant.

**VERDANTAS, LLC**



James G. Goliias II, P.E.  
Senior Project Manager

Attachments: 2025 Standard Billing Rate Schedule

**VERDANTAS MIDWEST AREA  
2025 STANDARD BILLING RATE SCHEDULE**

<b><u>Professional Services</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Survey</u></b>	<b><u>Hourly Rate</u></b>
Senior Consultant I	\$250.00	Staff Surveyor I	\$120.00
Senior Consultant II	\$280.00	Staff Surveyor II	\$140.00
Senior Consultant III, AVP, Principal	\$310.00	Staff Surveyor III	\$155.00
Senior Consultant IV, VP, Sr. Principal	\$340.00	Surveyor	\$175.00
Senior Project Manager	\$235.00	Senior Surveyor	\$210.00
Project Manager	\$210.00	Survey Crew Member	\$90.00
		Survey Crew Chief	\$120.00
Staff Engineer/Architect I	\$125.00	Survey Crew	\$210.00
Staff Engineer/Architect II	\$140.00		
Staff Engineer/Architect III	\$165.00	<b><u>CAD/GIS/Data Management</u></b>	<b><u>Hourly Rate</u></b>
Engineer/Architect	\$190.00	Senior Project Designer	\$155.00
Senior Engineer/Architect, Principal, Sr. Principal	\$225.00	Project Designer	\$140.00
		CAD Designer I	\$120.00
Staff Scientist/Geologist I	\$120.00	CAD Designer II	\$135.00
Staff Scientist/Geologist II	\$135.00	CAD Technician I	\$105.00
Staff Scientist/Geologist III	\$150.00	CAD Technician II	\$120.00
Scientist/Geologist	\$165.00	CAD Technician III	\$130.00
Senior Scientist/Geologist, Principal, Sr. Principal	\$210.00		
		Senior GIS Analyst	\$155.00
<b><u>Support</u></b>	<b><u>Hourly Rate</u></b>	GIS Analyst I	\$125.00
Administrative//Technical Editor/Project Coordinator I	\$90.00	GIS Analyst II	\$135.00
Administrative//Technical Editor/Project Coordinator II	\$125.00	GIS Technician I	\$105.00
Technician I	\$95.00	GIS Technician II	\$120.00
Technician II	\$100.00		
Technician III	\$115.00	Senior Data Manager	\$155.00
Senior Technician	\$130.00	Data Manager	\$140.00
Construction Representative II	\$115.00		
Senior Construction Representative	\$130.00		

**NOTES:**

1. Standard Billing Rates: Our standard billing rates are reviewed no less than annually and may be adjusted at those times.
2. Expert Testimony: Litigation, expert witness, and all other legal and court related appearances will be billed at twice the standard fee schedule rate. There is a minimum eight-hour charge per day and a minimum overall fee of \$2,000.00 per case.
3. Higher Hourly Rates: Certain services, such as emergency/rapid response consulting, may be subject to higher hourly billing rates as agreed upon on a project-specific basis.
4. Overtime: Overtime for time worked on a project exceeding 8 hours per day, Holidays, and/or Sundays will be billed at 1.5 times the standard rate or as agreed upon on a project-specific basis.
5. Field Equipment and Supplies: Field equipment and in-house supplies will be billed at fixed unit prices, subject to periodic updates.
6. Subcontractors and Project Expenses: All project-related expenses are chargeable at cost plus 10% or in accordance with the specific project agreement. Subcontractor charges, costs of rental of specialized equipment, and any other costs not associated with normal overhead are billed at cost plus 15% or in accordance with the specific project agreement.
7. Mileage: The mileage for personal vehicles will be billed at the current United States Internal Revenue Service reimbursement rate.
8. General Terms and Conditions: Please refer to the General Terms and Conditions for further details.



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**File #:** 21-01178

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**DATE:** September 17, 2025  
**TO:** Capital Investment Committee  
**FROM:** Paul Holzen, Director of Engineering  
Jonathan Marston, Asst. Director of Engineering

**SUBJECT:**

Capital Projects Dashboard And Status Updates For September 2025

**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

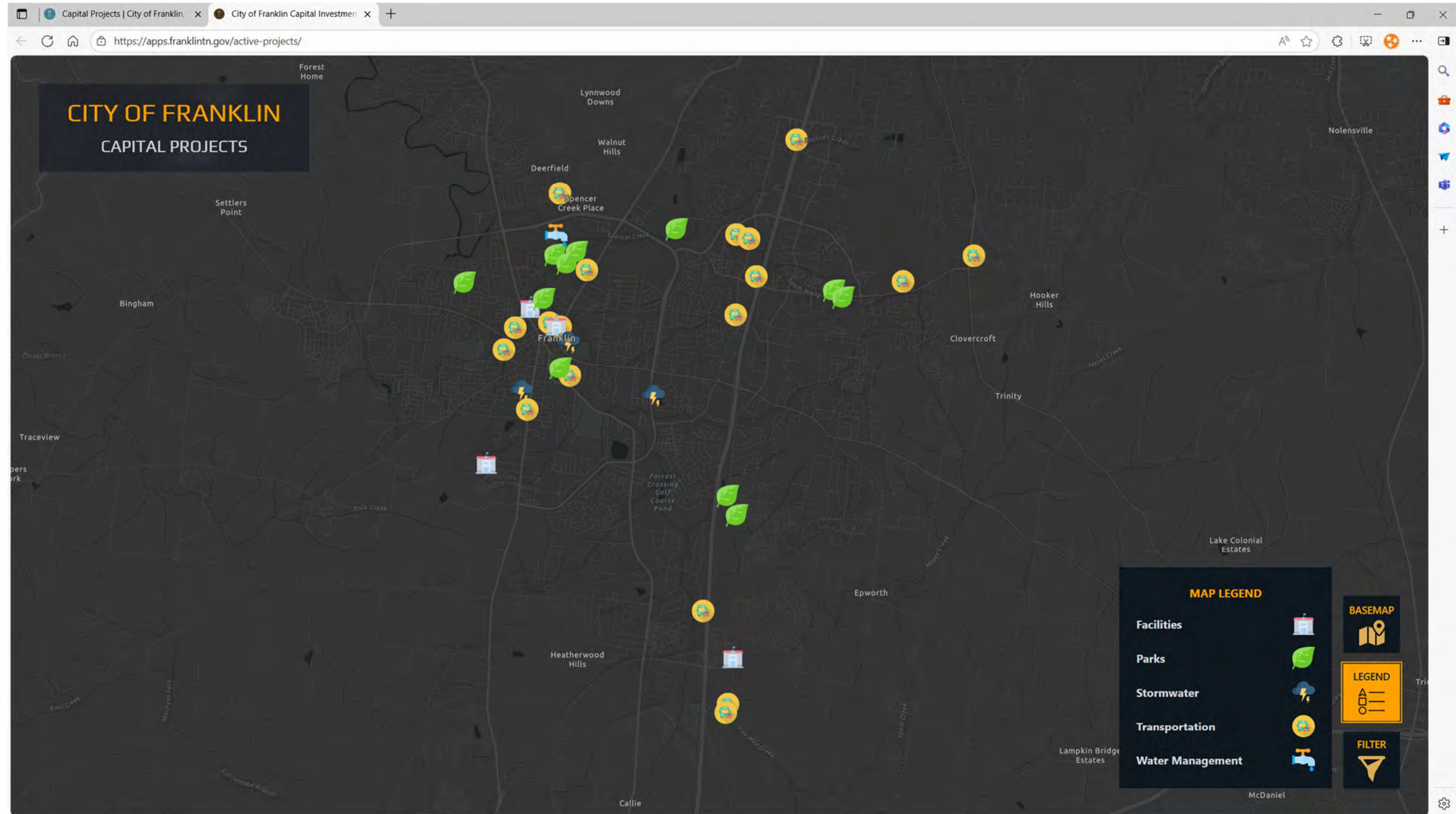


Image Captured from City of Franklin Website on 09/17/2025

Go to [www.franklintn.gov](http://www.franklintn.gov) >> Hover over "Our City" >> Click on "City Projects" >> Click on "[Capital Projects Dashboard](#)"

OR

Go to [www.franklintn.gov](http://www.franklintn.gov) >> Hover over "Business" >> Click on "City Projects" >> Click on "[Capital Projects Dashboard](#)"