



Meeting Agenda

Capital Investment Committee

Thursday, February 26, 2026

3:30 PM

Williamson County
Auditorium

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 before noon on the day of the meeting. Comments will be submitted for the record.

APPROVAL OF MINUTES

2. Consideration Of Approval Of Minutes
January 22, 2026 Capital Investment Committee Meeting

NEW BUSINESS

3. Consideration To Grant Sewer Availability For 4006 Clovercroft Road (Map 79L, Group A, Parcel 12.00)

Sponsors: Michelle Hatcher, Brian Goodwin

4. Consideration Of Change Order 1 To COF Contract No. 2024-0167, With Morgan Contracting, Inc. For The Franklin Water Reclamation Facility Rehabilitation And Resiliency Improvements Project

Sponsors: Michelle Hatcher
5. Consideration Of COF Contract No. 2025-0572, With The U.S. Geological Survey (USGS) Lower Mississippi-Gulf Water Science Center For A Not-To-Exceed Amount Of \$71,245

Sponsors: Michelle Hatcher
6. Consideration Of DRAFT Change Order 3 To COF Contract No. 2025-0174, With Garney Construction For The Ewingville Drive Emergency 48-In FRP Repair

Sponsors: Michelle Hatcher
7. Consideration Of DRAFT COF Contract No. 2026-0060, With C&T Engineering And Inspection, LLC, For Harpeth River Stream Monitoring And Data Management

Sponsors: Michelle Hatcher
8. Consideration Of Change Order 1 To COF Contract No. 2022-0315, With Sain Construction For Change Order To Bicentennial Park Project

Sponsors: Paul Holzen, Jonathan Marston, Shahad Abdulrahman
9. Consideration Of COF Contract No. 2025-0221, With CSX Transportation, Inc. For Lewisburg Pike Sidewalk Project
CIC 8/28/25, 4-0
Sponsors: Paul Holzen, Jonathan Marston, Allison Davis
10. Capital Projects Dashboard And Status Updates For February 2026

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, January 22, 2026

3:30 PM

Williamson County
Auditorium

CALL TO ORDER

Vice Chair Patrick Baggett called the meeting to order at 03:30 PM

Board Members Present: Brandy Blanton, Patrick Baggett, Jason Potts

Board Members Absent: Beverly Burger

Staff Present: Paul Holzen, Jonathan Marston, Michelle Hatcher, Eric Stuckey, Sarah Schilling

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 Brandy Blanton, seconded by Alderman Jason Potts to Set the Agenda as Submitted. The motion passed 3-0.

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 before noon on the day of the meeting. Comments will be submitted for the record.

APPROVAL OF MINUTES

2. **Consideration Of Approval Of Minutes**
December 11, 2025 Capital Investment Committee Meeting

Sponsors:

A motion was made by Alderman Jason Potts, seconded by Alderman Brandy Blanton to Approve the December 11, 2025 Capital Investment Committee Minutes. The motion passed 3-0.

NEW BUSINESS

3. **Consideration Of DRAFT Amendment 1 To COF Contract No. 2024-0290, With Zenon Environmental Corporation For Water Treatment Plant Membrane Service & Maintenance In An Amount Not-To-Exceed \$51,185**

Sponsors: Michelle Hatcher

A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Recommend Approval of the Contract Amendment to the Board of Mayor and Aldermen. The motion passed 3-0.

4. **Consideration Of DRAFT Resolution 2025-104, A Resolution Authorizing The Execution Of COF Contract No. 2025-0481 With Valor Contractors, LLC For Echelon/Lockwood Glen Site Infrastructure Project Completion - Landscaping Contractor Services**

Sponsors: Paul Holzen, Jimmy Wiseman

A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Recommend Approval of the Resolution to the Board of Mayor and Aldermen. The motion passed 3-0.

5. **Consideration Of DRAFT Amendment 4 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, David Chang

A motion was made by Alderman Jason Potts, seconded by Alderman Brandy Blanton to Recommend Approval of the Contract Amendment to the Board of Mayor and Aldermen. The motion passed 3-0.

6. **Consideration Of DRAFT COF Contract No. 2026-0008, With Gresham Smith, For Conceptual Design & Analysis Of The Franklin Road (SR6) Widening Project In An Amount Not To Exceed \$286,045**

Sponsors: Paul Holzen, Jonathan Marston

A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 3-0.

7. **Consideration Of DRAFT COF Contract No. 2026-0009, With Sullivan Engineering, Inc. For The Peytonsville Road Improvements Project In An Amount Not To Exceed \$547,562.60**

Sponsors: Paul Holzen

A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 3-0.

8. **Capital Projects Dashboard And Status Updates For January 2026**

Sponsors: Paul Holzen, Jonathan Marston

The item was acknowledged.

OTHER BUSINESS**ADJOURN**

A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Adjourn the Meeting. The motion passed 3-0.

Meeting Adjourned @ 03:52 PM

Patrick Baggett, Vice Chair

Minutes Prepared by Sarah Schilling, Deputy City Recorder - City Recorder's Office - 1/22/26, 4:31 PM



File #: 26-0163

DATE: 2/26/2026
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

Consideration To Grant Sewer Availability For 4006 Clovercroft Road (Map 79L, Group A, Parcel 12.00)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for approval of a request for Sewer Availability for 4006 Clovercroft Road (Map 79L, Group A, Parcel 12.00).

BACKGROUND/STAFF COMMENTS:

Date of request: 2/2/2026.
SFUE's Requested: 1.
Water meter size: 3/4".

The applicant has requested approval for sanitary sewer. This private residence is located in the Breckenridge Subdivision, Section 1, Lot 12, which is just east of the City limits along Clovercroft Road. There is an interceptor following Watson Branch within the Mayes Creek Basin on the east side of Clovercroft Road running through The Gate Church property. If the Board grants this approval, the Water Department recommends approval be contingent upon the following conditions:

- the property owner must obtain an easement from the Church.
- the property owner understands that, as the sewer service will have to be extended from the other side of Clovercroft Road, they are responsible for all costs associated with making the service tap, and that these costs may exceed the typical tap fee.
- the property owner will be responsible for paying any fees associated with this approval.
- the property owner will be required to sign an annexation agreement and a sewer availability agreement with the City of Franklin.
- the property owner will be required to have the annexation agreement recorded with the Williamson County Register of Deeds.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that this sanitary sewer availability be recommended for approval by the Board of Mayor and Aldermen with the following conditions:

- the property owner must obtain an easement from the Church.
- the property owner understands that, as the sewer service will have to be extended from the other side of Clovercroft Road, they are responsible for all costs associated with making the service tap, and that these costs may exceed the typical tap fee.
- the property owner will be responsible for paying any fees associated with this approval.
- the property owner will be required to sign an annexation agreement and a sewer availability agreement with the City of Franklin.
- the property owner will be required to have the annexation agreement recorded with the Williamson County Register of Deeds.



HISTORIC
FRANKLIN
TENNESSEE

Request for Water and/or Sewer Availability & Associated Costs

Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:		CHECK ALL THAT APPLY: <input type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer	
Project Name & Subdivision, Section, Lot #		MORGAN HOME, Breckenridge So, Section 1, LOT 12	
Map & Parcel(s) #		079L 01200	
Property Address:		4006 CLOVERCROFT RD.	
City Project # (If Applicable)			
# of Dwelling Units (If Residential)		1	
Applicant's Name & Company		JOHN G & DONNA H. MORGAN	
Applicant's Address		4006 CLOVERCROFT RD	
Applicant's Email & Phone #		morg4006@bellsouth.net	
Anticipated Water Meter Size(s) (see chart on pg. 3).			
Water District:		Milcrofton	
<p>Sewage Flow Calculations: Use the City of Franklin Single-Family Unit Equivalent Handbook for Water & Sewer Impact Fee Determination (attached to this application) to develop a table of square footage by use, occupancy groups, occupancy loading factors, and resulting SFUE calculations. (If this will be a multi-phase or multi-section development, include the calculations for all phases. A takedown chart will be required for each phase or section site plan tracking SFUE used to that date.)</p>			
N/A			
Anticipated sewage flows: Information Required for Sewer Service		350 gpd	
Anticipated fee total: (including effluent disposal and tap fees)		\$12,085 (plus excess T&M)	
If County is requiring this request please indicate if you are requesting an approval or denial:		<input type="checkbox"/> DENY my Request <input checked="" type="checkbox"/> APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>	

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: availability@franklintn.gov

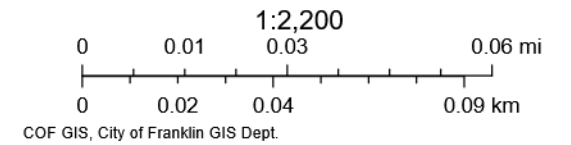
For additional information or questions please call: 615-791-3218

Date Submitted: 2/2/26

4006 Clovercroft Road



2/11/2026, 2:00:45 PM





File #: 26-0230

DATE: 2/26/2026
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Change Order 1 To COF Contract No. 2024-0167, With Morgan Contracting, Inc. For The Franklin Water Reclamation Facility Rehabilitation And Resiliency Improvements Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Change order no. 1 to COF Contract No. 2024-0167 with Morgan Contracting, Inc., for the Franklin water reclamation facility rehabilitation and resiliency project.

BACKGROUND/STAFF COMMENTS:

This change order is to define the substantial completion timeframe for the work that was posted with the advertisement for bids for the Water Reclamation Facility rehabilitation and resiliency project.

FINANCIAL IMPACT:

There is no additional cost with this change order.

RECOMMENDATION:

Staff recommends that the change order 1 to COF Contract No. 2024-0167 be recommended to the Board of Mayor and Aldermen for approval.

CHANGE ORDER NO.: 1

Owner:	City of Franklin	Owner's Contract No.:	2024-0167
Engineer:	CDM Smith Inc.	Engineer's Project No.:	282158
Contractor:	Morgan Contracting, Inc.	Contractor's Project No.:	250004
Project:	Franklin WRF Rehabilitation & Resiliency Improvements		
Contract Name:	Franklin WRF Rehabilitation & Resiliency Improvements		
Date Issued:	October 3, 2025	Effective Date of Change Order:	

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

Description:

This Change Order affirms that the Work shall be substantially complete within three hundred eighty-five (385) days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and finally complete within thirty (30) days of Substantial Completion, consistent with Article 4.02 of the CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR (STIPULATED PRICE) posted with the Advertisement for Bids.

Attachments:

(NA)

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>\$4,163,750.00</u>	Original Contract Times: Substantial Completion: <u>385 days</u> Ready for final payment: <u>415 days</u>
[(Increase)] [(Decrease)] from previously approved Change Orders \$ <u>-0-</u>	[(Increase)] [(Decrease)] from previously approved Change Orders Substantial Completion: <u>-0-</u> Ready for final payment: <u>-0-</u>
Contract Price prior to this Change Order: \$ <u>\$4,163,750.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>385 days</u> Ready for final payment: <u>415 days</u>
[(Increase)] [(Decrease)] this Change Order: \$ <u>-0-</u>	[(Increase)] [(Decrease)] this Change Order: Substantial Completion: <u>-0-</u> Ready for final payment: <u>-0-</u>
Contract Price incorporating this Change Order: \$ <u>\$4,163,750.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>385 days</u> Ready for final payment: <u>415 days</u>

Recommended by Engineer		Accepted by Contractor	
By: _____	By: _____	By: _____	By: _____
Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____

Approved by Department Director

Authorized by Owner

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi-Gulf Water Science Center
640 Grassmere Park, Suite 100
Nashville, TN 37211

September 25, 2025

Michelle Hatcher
Director of Water Management
City of Franklin
Public Works Building 124 Lumbar Drive
Franklin, TN 37064

Dear Michelle Hatcher:

This is our standard joint-funding agreement between the U.S. Geological Survey Lower Mississippi-Gulf Water Science Center and City of Franklin for the operation of two stream gages and two continuous water quality monitoring sites, during the period October 1, 2025, through September 30, 2026, in the amount of \$52,570 from your agency. U.S. Geological Survey contributions for this agreement are \$18,675 for a combined total of \$71,245. Please sign and return one fully executed original to My-Chae May at gs-w-lmg_agreements@usgs.gov or 3535 S. Sherwood Forest Blvd. Suite 120, Baton Rouge, LA 70816.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement **as soon as possible**. If, for any reason, the agreement cannot be signed and returned, please contact Drew Westerman at (501) 516-6399 or email dawester@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact My-Chae May at phone number (225) 298-5481 or gs-w-lmg_budget_team@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Todd Baumann
Acting Director, LMG Water Science Center

Enclosure
26MLJFATNDA069

**Form 9-1366
(May 2018)**

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations**

**Customer #: 6000000494
Agreement #: 26MLJFATNDA069
Project #: ML009Z5
TIN #: 62-6000290**

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of October 1, 2025, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Franklin party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation of two stream gages and two continuous water quality monitoring sites, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$18,675 by the party of the first part during the period October 1, 2025 to September 30, 2026
- (b) \$52,570 by the party of the second part during the period October 1, 2025 to September 30, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 600000494
Agreement #: 26MLJFATNDA069
Project #: ML009Z5
TIN #: 62-6000290

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Drew Westerman
Assistant Director - Data Chief, AR/TN
Address: 401 Hardin Road
Little Rock, AR 72211
Telephone: (501) 516-6399
Fax: (501) 228-3601
Email: dawester@usgs.gov

Customer Technical Point of Contact

Name: Michelle Hatcher
Director of Water Management
Address: Public Works Building 124 Lumbar Drive
Franklin, TN 37064
Telephone: (615) 794-4554
Fax: (n/a)
Email: michelle.hatcher@franklintn.gov

USGS Billing Point of Contact

Name: My-Chae May
Budget Analyst
Address: 3535 South Sherwood Forest Blvd.
Suite 120
Baton Rouge, LA 70816
Telephone: (225) 298-5481
Fax: n/a
Email: gs-w-lmg-agreements@usgs.gov

Customer Billing Point of Contact

Name: Michelle Hatcher
Director of Water Management
Address: Public Works Building 124 Lumbar Drive
Franklin, TN 37064
Telephone: (615) 794-4554
Fax: (n/a)
Email: michelle.hatcher@franklintn.gov

U.S. Geological Survey
United States
Department of Interior

City of Franklin

Signature

By  Date: 09/25/25
Name: Todd Baumann
Title: Acting Director, LMG Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Approved as to Form:



File #: 26-0227

DATE: 2/26/2026
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of DRAFT Change Order 3 To COF Contract No. 2025-0174, With Garney Construction For The Ewingville Drive Emergency 48-In FRP Repair

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Change Order No. 3 to COF Contract No. 2025-0174 with Garney Construction for the Ewingville Drive Emergency 48-In FRP Repair.

BACKGROUND/STAFF COMMENTS:

Change Order No. 1 for the Ewingville Drive Emergency 48-In FRP repair project was approved by the BOMA at the November 25, 2025, meeting. Included in that change order was a cost to install 360 additional feet of 48-In ductile iron pipe but there was not a time extension for the additional work. This change order No. 3 will add the time for that work, which is 26 calendar days.

FINANCIAL IMPACT:

There are no direct costs associated with this time extension, and additional City-consultant inspection time may be needed but is not anticipated at this point.

RECOMMENDATION:

Staff recommends that the Change Order 3 to COF Contract No. 2025-0174 be recommended to the Board of Mayor and Aldermen for approval.

CHANGE ORDER NO.: 3

Owner: **City of Franklin, TN** Date Issued: **2/17/2026**
 Engineer: **N/A**
 Contractor: **Garney Construction**
 Project Name: **Ewingville Drive Emergency 48" FRP Repair**
 Owners Contract No.: **COF 2025-0174**
 Effective Date of Change Order: **N/A**

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

Attachment(s):

- Letter dated February 9, 2026, from Garney

Description:

- Letter dated February 9, 2026, from Garney requesting an additional 26 days to be added to the contract

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>7,750,424.00</u>	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
[Increase] [-Decrease] from previously approved Change Orders \$ <u>1,452,381.52</u>	[Increase] [-Decrease] from previously approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>9,202,805.52</u>	Contract Times prior to this Change Order: Substantial Completion: <u>June 30, 2026</u> Ready for final payment: <u>July 30, 2026</u>
[Increase] [-Decrease] this Change Order: \$ <u>296,149.40</u>	[Increase] [-Decrease] this Change Order: Substantial Completion: <u>July 26, 2026</u> Ready for final payment: <u>August 25, 2026</u>
Contract Price incorporating this Change Order: \$ <u>9,498,954.92</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 26, 2026</u> Ready for final payment: <u>August 25, 2026</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: _____



February 9, 2026

Michelle Hatcher
City of Franklin
Franklin, TN

Subject: 48" Emergency project
Re: Request for additional days

Dear Ms. Hatcher,

As requested by the City, Garney provided an additional cost of 360 lineal feet of pipe. There was no time frame attached to the original contract, but with the new change order and with a contract completion added to it Garney would like to respectfully request 26 calendar days for the additional work.

If you have any questions, please contact me at 615 406 2551.

Sincerely,

GARNEY COMPANIES, INC.
Tony Naredo Project Manager

Cc: file



File #: 21-0109

DATE: 2/26/2026
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of DRAFT COF Contract No. 2026-0060, With C&T Engineering And Inspection, LLC, For Harpeth River Stream Monitoring And Data Management

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a contract with C&T Engineering for professional services related to the Harpeth River water quality monitors.

BACKGROUND/STAFF COMMENTS:

As indicated in the 2017 National Pollutant Discharge Elimination System (NPDES) permit, the City is required to monitor the water quality in the Harpeth River at three locations upstream and downstream of our facilities. This monitoring data is then submitted to TDEC as part of the diurnal investigations that monitor the seasonal variations of the river. Water Management Department (WMD) staff were doing this work in-house. However, access to these sites has become more difficult over the past five years and WMD has evaluated the option of getting assistance on this as a long-term, feasible option.

The monitoring consists of three total locations collecting a variety of water quality parameters. Equipment is deployed annually at the Cotton Lane Bridge site, which is typically maintained weekly. The upstream site at Trinity Road and the downstream site at Moran Road are both seasonal and deployed from May to October, when flows are typically at their lowest. While maintenance needs may vary, they typically are greatest after a large storm event. This contract will also provide for professional services to review data and detect any abnormalities immediately rather than at the end of the month, which will help for calibrations or other equipment maintenance to ensure quality data is obtained.

FINANCIAL IMPACT:

The total amount of this contract is \$61,950.00 and will not be exceeded without Board approval and will be funded out of the WRF operations (431-82560-52213) and WTP operations (421-82560-52103) fund.

RECOMMENDATION:

Staff recommends that COF Contract No. 2026-0060 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2026-0060**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **C&T ENGINEERING AND INSPECTION, 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:

HARPETH RIVER STREAM MONITORING AND DATA MANAGEMENT

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical services and /or construction engineering and inspection services, and/or survey services/ and or appraisal 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 (sixty one thousand nine hundred and fifty dollars and zero cents) (\$61,950.00).

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 [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



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Franklin, TN 3706

615.567.3306
www.ctengineering.net

January 18, 2026

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

Dear Ms. Hatcher,

Subject: Proposal for Professional Environmental Services
Harpeth River Stream Monitoring and Data Management

Dear Ms. Hatcher:

C&T Engineering and Inspection, LLC (C&T) is pleased to submit this proposal to the City of Franklin Water Management Department as requested. Our preparation of this proposal is based upon meetings and correspondence with Mr. Jeff Giles containing site-specific information of mandated instream monitoring requirements complying with NPDES Permit No. TN0028827 (Attachment-A).

This requested proposal provides a general description of our proposed scope of services, the associated costs, and the proposed schedule.

1.0 BACKGROUND

The City of Franklin in accordance with the provisions of the Tennessee Water Quality Control Act, Tennessee Code Annotated (T.C.A.), Sections 69-3-101 through 69-3-120, was issued an NPDES Permit No. TN0028827 by the Department of Environment and Conservation Division of Water Resources. NPDES Permit No. TN0028827 requires the City of Franklin Water Management Department to perform annual instream chemical, biological and diurnal dissolved oxygen monitoring in the Harpeth River as written in the monitoring and sampling schedule detailed in the approved NPDES permit.

2.0 PURPOSE

C&T Engineering and Inspection, LLC will assist the City of Franklin Water Management Department with required stream river diurnal monitoring of the Harpeth River using three individual sonde river monitors located at Moran Road 36.017195, -86.899823, Cotton Lane 35.967995, -86.900665, and Trinity Road 35.862051, -86.763107 bridges in Franklin TN.

NPDES Permit No. TN0028827 specific diurnal river monitoring requirements are as follows:

Diurnal River Monitoring Locations:

- Cotton Lane Bridge (DS4, 52 consecutive weeks river monitor Attachment-B)
- Moran Road Bridge (DS5, seasonal monitor from May 1st -Oct 31st Attachment-C)
- Trinity Road Bridge (US2, seasonal monitor from May 1st -Oct 31st Attachment-D)

The NPDES permit issued to the City of Franklin and the three river monitoring locations with their corresponding GPS coordinates have been supplied to C&T by the City of Franklin Water Management Department.

3.0 SCOPE OF SERVICES

RIVER MONITORING AND DATA COLLECTION

C&T Engineering and Inspection staff scientists and biologists will provide professional environmental services associated with the Harpeth River stream monitoring and data collection requirements described within NPDES Permit No. TN0028827. The river stream monitoring locations are presented in a graphical format in the NPDES permit and additionally listed under bullet 2.0 in this proposal.

The stream monitoring and data management services will be completed once weekly throughout the diurnal monitoring periods including the following deliverables:

- 3.1 Stream location DS4 will be monitored on a weekly basis. The type of monitoring will be continuous using an instream sonde provided by the City of Franklin Water Management Department. Appropriate calibration and crosschecks will be performed via grab samples at each of the river monitoring locations and

documented in a calibration log. The sondes shall be able to monitor the instream temperature, pH, dissolved oxygen, and conductivity at 15-minute intervals. C&T staff scientist will capture the recorded data from each sonde at each river monitoring location using the VuSitu Mobile App. Concurrent climatological data and stream flow estimates at each river monitoring station during the diurnal investigation will also be recorded. Once the data from each river monitoring location is captured it will be downloaded to a PC and the .csv files created from the sondes will be added to the river monitoring Excel file. The Excel file will then be reviewed by C&T scientist for completeness and accuracy before being sent to the City of Franklin.

- 3.2 Stream locations DS5 and US2 will be monitored during seasonal time periods between May 1st and Oct 31st as directed by the NPDES permit. The type of monitoring will be continuous using instream sondes provided by the City of Franklin Water Management Department. Appropriate calibration and crosschecks will be performed via grab samples at each of the river monitoring locations and documented in a calibration log to validate data and provide guidance on additional water quality needs. The sondes shall be able to monitor the instream temperature, pH, dissolved oxygen, and conductivity at 15-minute intervals. The recorded data from DS5 and US2 will be processed the same as DS4 above in bullet 3.1
- 3.3 In the event the sondes are damaged, vandalized or producing readings that may be inaccurate C&T Engineering staff scientist will survey alternate stream locations and propose an alternate stream monitoring location be submitted for approval and an amendment made to the Diurnal Investigations Plan and for TDEC concurrence with the new location.
- 3.4 Once the seasonal river monitoring is complete for Moran Rd and Trinity Rd (DS5 and US2) the instream sondes will be pulled from the Harpeth River and the recommended long-term storage procedure for each will be executed and followed by delivery to the City of Franklin Water Management Department for seasonal storage.

- 3.5 Annual processing of diurnal river monitoring data in connection with required regulatory submission and compliance. Data will be quantified, reviewed and provided in a comparable usable format as part of regulatory compliance reporting.
- 3.6 C&T will perform periodic post deployment sonde maintenance. The maintenance will consist of periodic cleaning of the sensors, inspection and cleaning of the O-rings, reapplying silicone to the O-rings, cleaning the cable connector ports, cleaning the ORP platinum electrodes, cleaning the pH sensors, cleaning the turbidity sensors, cleaning the conductivity sensors and replacing the wipers as needed.

C&T will coordinate with the COF concerning the scheduling of data collection activities, the results of the data collection and any problems associated with the data collection process including data collection equipment, environmental factors which would impede the collection of data or other problems associated with the data collection process.

4.0 FEES

Our not-to-exceed fees are based on the scope of professional services described above and will be billed for each hour worked on each task. If C&T Engineering and Inspection encounters any conditions that require additional services and costs beyond what is presented in this proposal, C&T will contact Mr. Jeff Giles with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization from you. The estimated fee to perform the scope of services outlined above is provided herein.

TASK	Not-to-Exceed Cost
3.1 Once Weekly River Monitoring DS4	\$43,680
3.2 Once Weekly River Monitoring DS5, US2	\$10,920
3.3 Survey Alternate Monitoring Locations	\$420
3.4 Long-Term Storage DS5, US2 Sondes	\$1,260
3.5 Annual Diurnal River Monitoring Reporting	\$4,620
3.6 Post Deployment Sonde Maintenance	\$1,050
	\$61,950



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Based on the scope of services described above, the not-to-exceed lump sum cost to perform the above-mentioned services will be sixty-one thousand nine hundred and fifty dollars **\$61,950**. Invoicing for professional services will be in accordance with the attached fee schedule.

5.0 CLOSING

C&T is prepared to begin the Harpeth River Stream Monitoring and Data Collection professional services as soon as the City of Franklin Water Management Department authorizes the work. We sincerely appreciate the opportunity to provide you with this proposal. If you have any questions, please contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Brandon Garrett".

C&T Engineering and Inspection, LLC

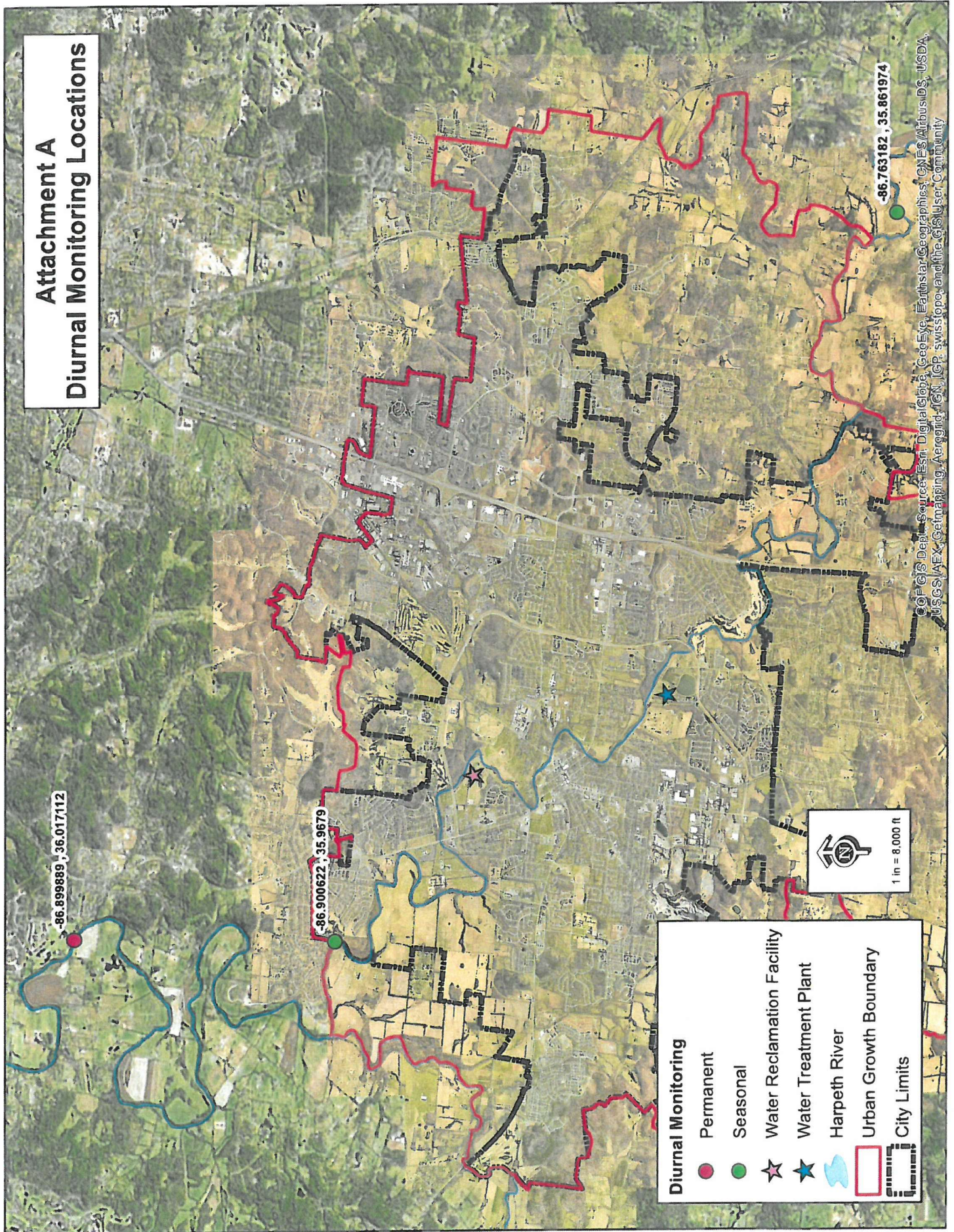
C. Brandon Garrett, CPESC, TN-QHP
Senior Environmental Scientist/Project Manager

Attachments:

Agreement for Services

C.c. Randel Wallace Client Service Leader
C.c. David Beard EPSC Inspector

Attachment A Diurnal Monitoring Locations



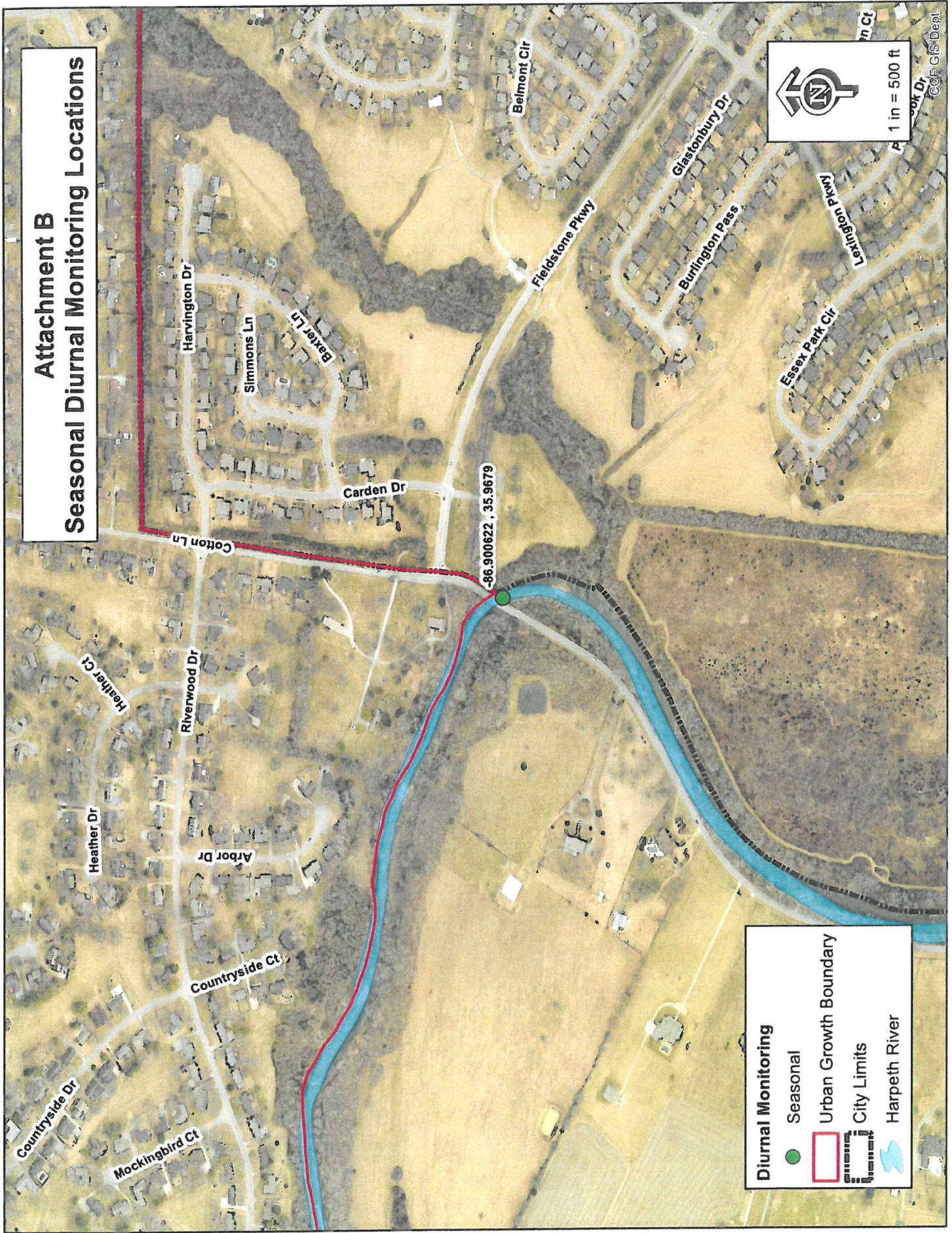
Diurnal Monitoring

- Permanent
- Seasonal
- ★ Water Reclamation Facility
- ★ Water Treatment Plant
- Harpeth River
- Urban Growth Boundary
- City Limits

1 in = 8,000 ft

COF GIS Dept. Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

Attachment B Seasonal Diurnal Monitoring Locations



Diurnal Monitoring

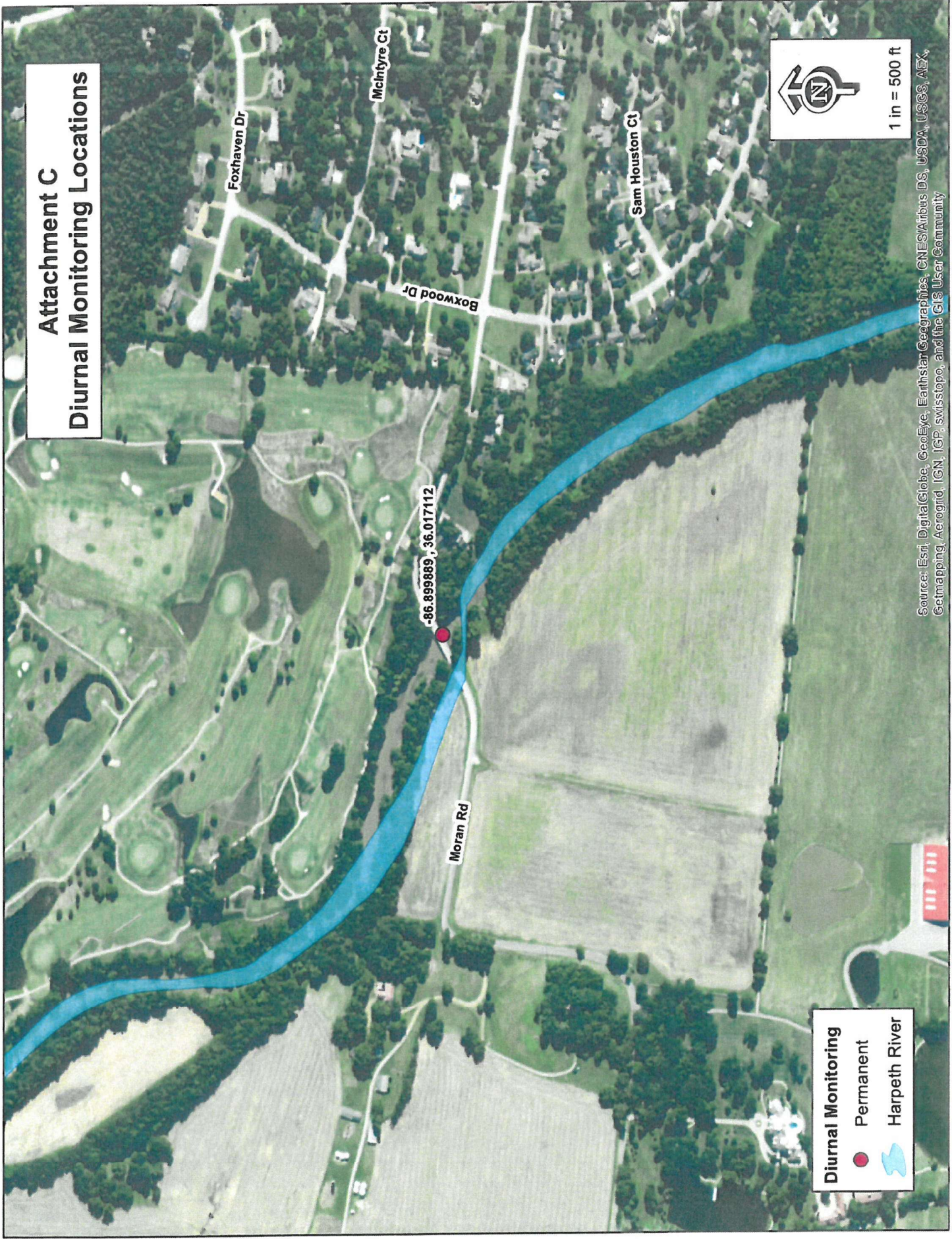
- Seasonal
- ▭ Urban Growth Boundary
- ▭ City Limits
- ▭ Harpeth River



1 in = 500 ft

Col. GIS Dept.

Attachment C Diurnal Monitoring Locations

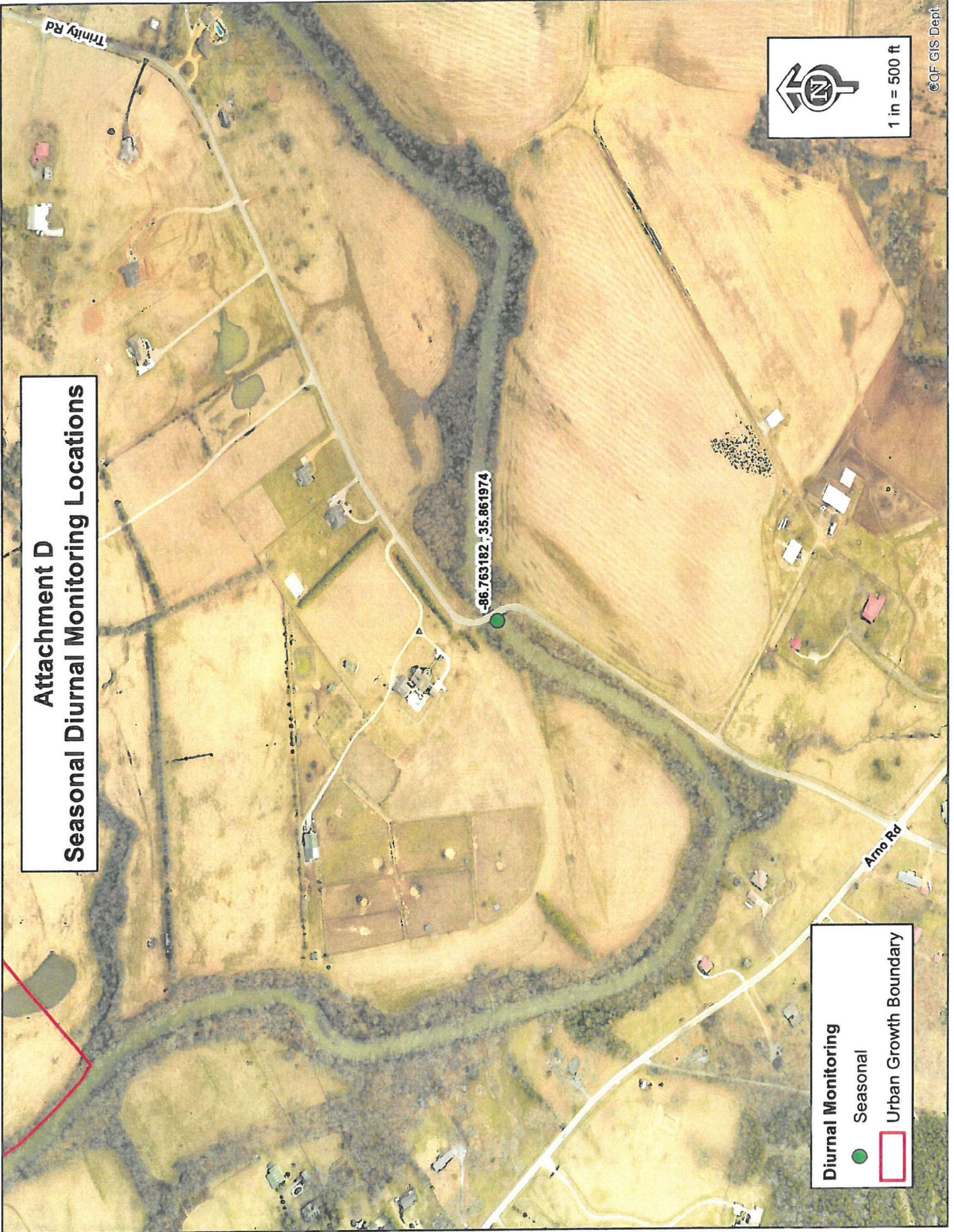


Diurnal Monitoring

- Permanent
- Harpeth River

North arrow and scale: 1 in = 500 ft

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community





File #: 21-01763

DATE: 2/26/2026
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

Consideration Of Change Order 1 To COF Contract No. 2022-0315, With Sain Construction For Change Order To Bicentennial Park Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2022-0315 Change Order 1.

BACKGROUND/STAFF COMMENTS:

Construction on the Bicentennial Park Project commenced on August 28, 2023, and achieved substantial completion on May 29, 2025. The project required numerous field modifications during the construction phase, all of which were approved during the process of construction by the engineering team. This project did not include any contingency spending. The additional spending is being paid to the contractor via change order. The total for the overage is \$363,387.28 which brings the project total to \$10,644,584.28. The field changes are shown in the attached list.

FINANCIAL IMPACT:

An increase of \$363,387.28 to the contract's total amount which will bring the projects total to \$10,644,584.28.

RECOMMENDATION:

Staff recommends that Change Order 1 to COF Contract No. 2022-0315 be recommended to the Board of Mayor and Aldermen for approval.

CHANGE ORDER NO.: 1

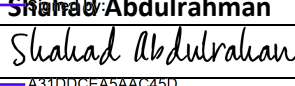
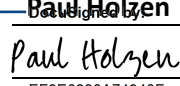
Owner: City of Franklin, TN
 Engineer: City of Franklin, TN ("COF") serving as "Engineer"
 Contractor: Sain Construction
 Project Name: Bicentennial Park
 Owner's Contract No.: 2022-0315
 Date Issued: November 13, 2025
 Effective Date of Change Order: November 13, 2025

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

Description: **Pay App 21 includes the overages to the original contract amount due to field changes and field conditions beyond the control of the city and the general contractor.**

Attachments: **Pay App 21**

Change in Contract Price	Change in Contract Times [State Contract Times as number of days]
Original Contract Price: \$ <u>10,281,197</u>	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ <u>363,387.28</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ <u>10,281,197</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ <u>Increase</u>	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>10,644,584.28</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer:	Recommended by Department Director:
By: <u>Shahad Abdulrahman</u>	By: <u>Paul Holzen</u>
Signature: <u></u> <small>A31DDCEA5AAC45D...</small>	Signature: <u></u> <small>EF8E6298A74948F...</small>
Title: <u>Project Manager (Staff Engineer)</u>	Title: <u>Engineering Director</u>
Date: <u>November 13, 2025</u>	Date: <u>11/13/2025</u>

Contractor Approval

Authorized by Owner

By: _____
 Signature: David Hite
DocuSigned by: David Hite
 AB4BCE05A0444CF...
 Title: CFO
 Date: 12/22/2025

By: _____
 Signature: _____
 Title: Mayor
 Date: _____



HISTORIC
FRANKLIN
TENNESSEE

Invoice Transmittal Form

Project Name:	
C.O.F. Project Number: (e.g. 2019-999)	
C.O.F. Contract Number: (e.g. 2019-9999)	
C.O.F. Project Manager:	

Invoice Number:	
Invoice Date: (e.g. 01/02/2019)	
Last Day Work Performed: (e.g. 01/02/2019)	
Payment Sequence: (e.g. 1, 2, 3...)	
Current Invoice Amount:	

Original Contract Amount:	
Amendment/Change Order: (e.g. 1, 2, 3...)	
Contract Ceiling:	

All invoices should be sent to cipinvoices@frankltn.gov

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: City of Franklin
109 3rd Ave South
Franklin, TN 37065
cipinvoices@Franklin.tn.gov

PROJECT: Bicentennial Park
Franklin, TN

APPLICATION NO: 21
PERIOD TO: 10/31/25
PROJECT NO.: 2022-0315

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
Sain Construction Company
PO Box 1078
Manchester, TN 37349

VIA ARCHITECT: Barge Design Solutions
615 3rd Avenue South
Suite 700
Nashville, TN 37210

CONTRACT DATE: 7/11/2023

SAIN PROJ NO.: 23726

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>10,281,197.00</u>
2. Net change by Change Orders	\$	<u>363,387.28</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>10,644,584.28</u>
4. TOTAL COMPLETED & STORED TO DATE	\$	<u>10,644,584.28</u>
(Column G on G703)		
5. RETAINAGE:		
a. <u>4.83</u> % of Completed Work	\$	<u>514,059.83</u>
(Column D + E on G703)		
b. <u>-</u> % of Stored Material	\$	<u>-</u>
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	<u>514,059.83</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>10,130,524.45</u>
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)	\$	<u>9,767,136.73</u>
8. CURRENT PAYMENT DUE	\$	<u>363,387.72</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	<u>514,059.83</u>

CHANGE ORDER SUMMARY	
Total changes approved in previous months by Owner	-
Total approved this Month	363,387.28
NET CHANGES by Change Order	363,387.28

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Sain Construction Company

By: David Hite Date: December 16, 2025
David Hite, CFO

State of: Tennessee County of: Coffee
Subscribed and sworn to before me this 16 day of December, 2025

Notary Public: Kimberly Sanders
My Commission expires: 1-27-26



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 21

APPLICATION DATE: 10/31/25

PERIOD TO: 10/31/25

PROJECT NO.: 2022-0315

A	B	C	D	E	F	G				K	L	M	N	O	P		Q	R							
						QUANTITY FROM PREVIOUS APPLICATION (G + I)	FROM PREVIOUS APPLICATION (H + J)	QUANTITY THIS PERIOD	THIS PERIOD						QUANTITY OF MATERIALS PRESENTLY STORED (NOT IN G OR I)	MATERIALS PRESENTLY STORED (NOT IN H OR J)			APPROVED FIELD CHANGES QUANTITY THIS PERIOD	APPROVED FIELD CHANGES AMOUNT THIS PERIOD	QUANTITY TOTAL COMPLETED AND STORED TO DATE (G+I+K+M)	TOTAL COMPLETED AND STORED TO DATE (H+J+L+N)	% (P / F)	BALANCE TO FINISH (F - P)	RETAINAGE (IF VARIABLE RATE)
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1.00	163,111.00	\$	163,111.00	1.00	\$	163,111.00	\$	-	\$	-	1.00	\$	163,111.00	100.00%	\$	-	\$	8,155.54				
201-01.03	CLEARING AND GRUBBING	LS	1.00	185,074.00	\$	185,074.00	1.00	\$	185,074.00	\$	-	\$	-	1.00	\$	185,074.00	100.00%	\$	-	\$	9,253.70				
02 41 00	DEMOLITION	LS	1.00	165,117.00	\$	165,117.00	1.00	\$	165,117.00	\$	-	\$	-	1.00	\$	165,117.00	100.00%	\$	-	\$	8,255.85				
202-13.01	WELL ABANDONMENT	LS	1.00	4,400.00	\$	4,400.00	1.00	\$	4,400.00	\$	-	\$	-	1.00	\$	4,400.00	100.00%	\$	-	\$	220.00				
31 20 00.01	ROAD & DRAINAGE EXCAVATION (ONSITE & HAUL-OFF)	LS	1.00	953,207.00	\$	953,207.00	0.79	\$	756,859.55	\$	-	\$	-	0.79	\$	756,859.55	79.40%	\$	196,347.45	\$	37,842.98				
31 20 00.02	ROAD & DRAINAGE EXCAVATION (HAUL-OFF TO LANDFILL)	TON	729.00	136.00	\$	99,144.00	4,865.65	\$	661,728.40	\$	-	\$	-	4,865.65	\$	661,728.40	667.44%	\$	(562,584.40)	\$	33,086.42				
31 20 00.03	FURNISHING & SPREADING TOPSOIL	LS	1.00	137,028.00	\$	137,028.00	1.35	\$	185,659.60	\$	-	\$	-	1.35	\$	185,659.60	135.49%	\$	(48,631.60)	\$	9,282.98				
204-06.01	FLOWABLE FILL (GENERAL)	CY	20.00	523.00	\$	10,460.00	5.00	\$	2,615.00	\$	-	\$	-	5.00	\$	2,615.00	25.00%	\$	7,845.00	\$	130.75				
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	LF	470.00	7.00	\$	3,290.00	461.00	\$	3,227.00	\$	-	\$	-	461.00	\$	3,227.00	98.09%	\$	63.00	\$	161.35				
209-08.08	ENHANCED ROCK CHECK DAM	EACH	1.00	794.00	\$	794.00	5.00	\$	3,970.00	\$	-	\$	-	5.00	\$	3,970.00	500.00%	\$	(3,176.00)	\$	198.50				
209-09.04	SEDIMENT FILTER BAG (15' X 10')	EACH	1.00	227.00	\$	227.00	1.00	\$	227.00	\$	-	\$	-	1.00	\$	227.00	100.00%	\$	-	\$	11.35				
209-09.40	CURB INLET PROTECTION (TYPE 1)	EACH	18.00	228.00	\$	4,104.00	21.00	\$	4,788.00	\$	-	\$	-	21.00	\$	4,788.00	116.67%	\$	(684.00)	\$	239.40				
209-11.20	SEDIMENT BASIN BAFFLES	LF	200.00	12.00	\$	2,400.00	-	\$	-	\$	-	\$	-	-	\$	-	0.00%	\$	2,400.00	\$	-				
209-40.33	CATCH BASIN PROTECTION (TYPE D)	EACH	13.00	325.00	\$	4,225.00	5.00	\$	1,625.00	\$	-	\$	-	5.00	\$	1,625.00	38.46%	\$	2,600.00	\$	81.25				
CP-10	CONCRETE WASHOUT	EACH	1.00	17,048.00	\$	17,048.00	1.00	\$	17,048.00	\$	-	\$	-	1.00	\$	17,048.00	100.00%	\$	-	\$	852.40				
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	2,700.00	49.00	\$	132,300.00	3,392.26	\$	166,220.74	\$	-	\$	-	3,392.26	\$	166,220.74	125.64%	\$	(33,920.74)	\$	8,311.04				
303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	2,200.00	48.00	\$	105,600.00	35.00	\$	1,680.00	\$	-	\$	-	161.20	\$	7,737.79	7.33%	\$	97,862.21	\$	84.00				
303-10.02	MINERAL AGGREGATE (SIZE 2)	TON	15.00	75.00	\$	1,125.00	90.81	\$	6,810.75	\$	-	\$	-	90.81	\$	6,810.75	605.40%	\$	(5,685.75)	\$	340.54				
306-01.03	PORTLAND CEMENT CONCRETE BASE (REINFORCED) 6"	SY	900.00	87.00	\$	78,300.00	1,251.20	\$	108,854.40	\$	-	\$	-	1,251.20	\$	108,854.40	139.02%	\$	(30,554.40)	\$	5,442.72				
306-05.01	PORTLAND CEMENT CONCRETE BASE (PLAIN) 10"	SY	10.00	473.00	\$	4,730.00	10.00	\$	4,730.00	\$	-	\$	-	10.00	\$	4,730.00	100.00%	\$	-	\$	236.50				
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	620.00	148.00	\$	91,760.00	804.82	\$	119,113.36	\$	-	\$	-	804.82	\$	119,113.36	129.81%	\$	(27,353.36)	\$	5,955.67				
307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	TON	770.00	142.00	\$	109,340.00	452.22	\$	64,215.24	\$	-	\$	-	452.22	\$	64,215.24	58.73%	\$	45,124.76	\$	3,210.76				
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	5.60	1,701.00	\$	9,525.60	3.70	\$	6,293.70	\$	-	\$	-	3.70	\$	6,293.70	66.07%	\$	3,231.90	\$	314.69				
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	20.00	74.00	\$	1,480.00	21.13	\$	1,563.62	\$	-	\$	-	21.13	\$	1,563.62	105.65%	\$	(83.62)	\$	78.18				
403-02.01	TRACKLESS TACK COAT	TON	1.90	806.00	\$	1,531.40	1.90	\$	1,531.40	\$	-	\$	-	1.90	\$	1,531.40	100.00%	\$	-	\$	76.57				
407-20.05	SAW CUTTING ASPHALT PAVEMENT	LF	500.00	7.00	\$	3,500.00	652.50	\$	4,567.50	\$	-	\$	-	652.50	\$	4,567.50	130.50%	\$	(1,067.50)	\$	228.38				
411-01.10	ACS MIX(PG64-22) GRADING D	TON	390.00	173.00	\$	67,470.00	468.00	\$	80,964.00	\$	-	\$	-	468.00	\$	80,964.00	120.00%	\$	(13,494.00)	\$	4,048.20				
415-01.02	COLD PLANING	SY	353.00	28.00	\$	9,884.00	744.45	\$	20,844.60	\$	-	\$	-	744.45	\$	20,844.60	210.89%	\$	(10,960.60)	\$	1,042.23				
501-01.01	PORTLAND CEMENT CONCRETE PAVEMENT (PLAIN) 8"	SY	990.00	100.00	\$	99,000.00	986.44	\$	98,644.00	\$	-	\$	-	986.44	\$	98,644.00	99.64%	\$	356.00	\$	4,932.20				
607-02.30	15" CONCRETE PIPE CULVERT (CLASS III)	LF	320.00	167.00	\$	53,440.00	-	\$	-	\$	-	\$	-	-	\$	-	0.00%	\$	53,440.00	\$	-				
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	LF	1,128.00	204.00	\$	230,112.00	862.00	\$	175,848.00	\$	-	\$	-	862.00	\$	175,848.00	76.42%	\$	54,264.00	\$	8,792.40				
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	LF	248.00	192.00	\$	47,616.00	-	\$	-	\$	-	\$	-	-	\$	-	0.00%	\$	47,616.00	\$	-				
607-06.02	30" CONCRETE PIPE CULVERT (CLASS III)	LF	80.00	243.00	\$	19,440.00	72.00	\$	17,496.00	\$	-	\$	-	72.00	\$	17,496.00	90.00%	\$	1,944.00	\$	874.80				
607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	LF	656.00	308.00	\$	202,048.00	592.00	\$	182,336.00	\$	-	\$	-	592.00	\$	182,336.00	90.24%	\$	19,712.00	\$	9,116.80				
22 14 13.3	6-INCH PVC STORM LINE	LF	420.00	366.00	\$	153,720.00	470.59	\$	172,236.41	\$	-	\$	-	470.59	\$	172,236.41	112.05%	\$	(18,516.41)	\$	8,611.82				
22 14 13.4	12-INCH PVC STORM LINE	LF	780.00	169.00	\$	131,820.00	760.00	\$	128,440.00	\$	-	\$	-	760.00	\$	128,440.00	97.44%	\$	3,380.00	\$	6,422.00				
611-01.02	MANHOLES, > 4' -8' DEPTH (1x8" MANHOLE, 5'2"x5'2" MANHOLE)	EACH	4.00	13,800.00	\$	55,200.00	2.00	\$	27,600.00	\$	-	\$	-	2.00	\$	27,600.00	100.00%	\$	-	\$	1,380.00				
611-02.11	OUTLET STRUCTURES	EACH	2.00	9,707.00	\$	19,414.00	-	\$	-	\$	-	\$	-	-	\$	-	0.00%	\$	19,414.00	\$	-				
611-07.54	18IN ENDWALL (CROSS DRAIN) 3:1	EACH	3.00	4,116.00	\$	12,348.00	3.00	\$	12,348.00	\$	-	\$	-	3.00	\$	12,348.00	100.00%	\$	-	\$	617.40				
611-07.57	24IN ENDWALL (CROSS DRAIN) 3:1	EACH	4.00	2,665.00	\$	10,660.00	-	\$	-	\$	-	\$	-	-	\$	-	0.00%	\$	10,660.00	\$	-				
611-07.63	36IN ENDWALL (CROSS DRAIN) 3:1	EACH	1.00	4,967.00	\$	4,967.00	1.00	\$	4,967.00	\$	-	\$	-	1.00	\$	4,967.00	100.00%	\$	-	\$	248.35				
611-12.01	CATCH BASINS, TYPE 12, 0' -4' DEPTH	EACH	5.00	8,618.00	\$	43,090.00	3.00	\$	25,854.00	\$	-	\$	-	3.00	\$	25,854.00	60.00%	\$	17,236.00	\$	1,292.70				
611-12.02	CATCH BASINS, TYPE 12, > 4' -8' DEPTH	EACH	14.00	9,072.00	\$	127,008.00	12.00	\$	108,864.00	\$	-	\$	-	12.00	\$	108,864.00	85.71%	\$	18,144.00	\$	5,443.20				
611-14.02	CATCH BASINS, TYPE 14, > 4' -8' DEPTH	EACH	2.00	13,143.00	\$	26,286.00	2.00	\$	26,286.00	\$	-	\$	-	2.00	\$	26,286.00	100.00%	\$	-	\$	1,314.30				
611-43.01	CATCH BASINS, TYPE 43, 0' -4' DEPTH	EACH	3.00	8,686.00	\$	26,058.00	3.00	\$	26,058.00	\$	-	\$	-	3.00	\$	26,058.00	100.00%	\$	-	\$	1,302.90				
611-43.02	CATCH BASINS, TYPE 43, > 4' -8' DEPTH	EACH	3.00	10,569.00	\$	31,707.00	0.42	\$	4,445.21	\$	-	\$	-	0.42	\$	4,445.21	14.02%	\$	27,261.79	\$	222.26				
33 42 03.3	30" NYLOPLAST DRAIN BASIN	EACH	6.00	6,520.00	\$	39,120.00	6.00	\$	39,120.00	\$	-	\$	-	6.00	\$	39,120.00	100.00%	\$	-	\$	1,956.00				
GIP-01	LEVEL 2 BIoretention Pond (INCLUDES PVC LINER, 6" PVC UNDERDRAINS)	LS	1.00	164,345.00	\$	164,345.00	-	\$	-	\$	-	\$	-	-	\$	-	0.00%	\$	164,345.00	\$	-				
701-01.01	CONCRETE SIDEWALK (4")	SF	640.00	9.00	\$	5,760.00	24,628.00	\$	221,652.00	\$	-	\$	-	24,628.00	\$	221,652.00	3848.13%	\$	(215,892.00)	\$	11,082.60				
701-01.10	CONCRETE STEPS & AMPHITHEATER SEATING	LS	1.00	140,489.00	\$	140,489.00	1.00	\$	140,489.00	\$	-	\$	-	1.00	\$	140,489.00	100.00%	\$	-	\$	7,024.45				
701-01.20	BRICK SIDEWALK	SY	685.00	253.00	\$	173,305.00	869.36	\$	219,948.08	\$	-	\$	-	869.36	\$	219,948.08	126.91%	\$	(46,643.08)	\$	10,997.40				
701-01.21	BRICK ACCENT BANDS	SY	115.00	342.00	\$	39,330.00	254.58	\$	87,066.36	\$	-	\$	-	254.58	\$	87,066.36	221.37%	\$	(47,736.36)	\$	4,353.32				
32 13 16	DECORATIVE CONCRETE -STAMPED INTEGRAL COLOR SIDEWALK (4")	SF	7,100.00	10.00	\$	71,000.00	5,939.00	\$	59,390.00	\$	-	\$	-	5,939.00	\$	59,390.00	83.65%	\$	11,610.00	\$	2,969.50				
32 13 16.1	DECORATIVE CONCRETE -RAIROAD STAMPED SIDEWALK (4")	SF	3,500.00	13.00	\$	45,500.00	3,500.00	\$	45,500.00	\$	-	\$	-	3,500.00	\$	45,500.00	100.00%	\$	-	\$	2,275.00				
701-02	CONCRETE DRIVEWAY	SF	900.00	13.00	\$	11,700.00	810.00	\$	10,530.00	\$	-	\$	-	810.00	\$	10,530.00	90.00%	\$	1,170.00	\$	526.50				
702-01.02	CONCRETE CURB	CY	65.00	694.00	\$	45,110.00	78.94	\$	54,784.36	\$	-	\$	-	78.94	\$	54,784.36	121.45%	\$	(9,674.36)	\$	2,739.22				
709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	50.00	120.00	\$	6,000.00	56.20	\$	6,744.00	\$	-	\$	-	56.20											

APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 21

APPLICATION DATE: 10/31/25

PERIOD TO: 10/31/25

PROJECT NO.: 2022-0315

A	B	C	D	E	F	G				K	L	M	N	O	P		Q	R	
						QUANTITY FROM PREVIOUS APPLICATION (G+I)	FROM PREVIOUS APPLICATION (H+J)	QUANTITY THIS PERIOD	THIS PERIOD						QUANTITY TOTAL COMPLETED AND STORED TO DATE (G+I+K+M)	TOTAL COMPLETED AND STORED TO DATE (H+J+L+N)			% (P / F)
Item No.	Item Description	Unit	QTY	Price	Extended Scheduled Value														
790-74.05	FIBER OPTIC CABLE (24 F)	LF	275.00	41.00	\$ 11,275.00	-	\$ -	-	\$ -								0.00%	\$ 11,275.00	\$ -
730-03.024	INSTALL PULL BOX (FIBER OPTIC-TYPE B)	EACH	3.00	2,138.00	\$ 6,414.00	-	\$ -	-	\$ -								0.00%	\$ 6,414.00	\$ -
740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	SY	40.00	17.00	\$ 680.00	40.00	\$ 680.00		\$ -								100.00%	\$ -	\$ 34.00
740-10.02	TEMPORARY SEDIMENT TUBE 12IN	LF	1,240.00	5.00	\$ 6,200.00	1,565.00	\$ 7,825.00		\$ -								126.21%	\$ (1,625.00)	\$ 391.25
771-30.32	CONCRETE COMBINED CURB & GUTTER	CY	120.00	591.00	\$ 70,920.00	153.74	\$ 90,860.34		\$ -								128.12%	\$ (19,940.00)	\$ 4,543.02
795-51.01	BOLLARD	EACH	14.00	1,053.00	\$ 14,742.00	17.00	\$ 17,901.00		\$ -								121.43%	\$ (3,159.00)	\$ 895.05
797-07.36	84IN MANHOLE 6FT-8FT DEPTH	EACH	1.00	13,316.00	\$ 13,316.00	1.11	\$ 14,725.15		\$ -								110.58%	\$ (1,409.15)	\$ 736.26
797-07.38	84IN MANHOLE 10FT-12FT DEPTH	EACH	1.00	15,182.00	\$ 15,182.00	1.00	\$ 15,182.00		\$ -								100.00%	\$ -	\$ 759.10
802-05.01	TEMPORARY TREE PROTECTION	LS	1.00	5,830.00	\$ 5,830.00	1.00	\$ 5,830.00		\$ -								100.00%	\$ -	\$ 291.50
805-12.02	EROSION CONTROL BLANKET (TYPE II) (S150BN)	SY	3,000.00	3.00	\$ 9,000.00	3,800.00	\$ 11,400.00		\$ -								126.67%	\$ (2,400.00)	\$ 570.00
805-12.03	EROSION CONTROL BLANKET (TYPE III) (SC250)	SY	655.00	7.00	\$ 4,585.00	1,075.00	\$ 7,525.00		\$ -								164.12%	\$ (2,940.00)	\$ 376.25
W1	6" CLASS 350 DIP WATER MAIN	LF	237.00	154.00	\$ 36,498.00	237.00	\$ 36,498.00		\$ -								100.00%	\$ -	\$ 1,824.90
W1.1	8" CLASS 350 DIP WATER MAIN	LF	23.00	381.00	\$ 8,763.00	-	\$ -		\$ -								0.00%	\$ 8,763.00	\$ -
W1.2	4" DIP RESTRAINED JOINT WATER LINE	LF	8.00	700.00	\$ 5,600.00	10.00	\$ 7,000.00		\$ -								125.00%	\$ (1,400.00)	\$ 350.00
W5	1" TYPE K COPPER WATER SERVICE LINE	LF	320.00	85.00	\$ 27,200.00	205.00	\$ 17,425.00		\$ -								64.06%	\$ 9,775.00	\$ 871.25
W5.1	1-1/2" TYPE K COPPER WATER SERVICE LINE	LF	265.00	102.00	\$ 27,030.00	177.00	\$ 18,054.00		\$ -								66.79%	\$ 8,976.00	\$ 902.70
W5.2	2" TYPE K COPPER WATER SERVICE LINE	LF	25.00	252.00	\$ 6,300.00	82.00	\$ 20,664.00		\$ -								328.00%	\$ (14,364.00)	\$ 1,033.20
W10	2" GATE VALVE AND BOX	EACH	2.00	2,496.00	\$ 4,992.00	2.00	\$ 4,992.00		\$ -								100.00%	\$ -	\$ 249.60
W10.1	6" GATE VALVE AND BOX	EACH	1.00	3,860.00	\$ 3,860.00	1.00	\$ 3,860.00		\$ -								100.00%	\$ -	\$ 193.00
W10.2	6" POST INDICATOR VALVE	EACH	1.00	7,575.00	\$ 7,575.00	1.00	\$ 7,575.00		\$ -								100.00%	\$ -	\$ 378.75
W10.3	6" FIRE DEPARTMENT CONNECTION	EACH	1.00	6,950.00	\$ 6,950.00	1.00	\$ 6,950.00		\$ -								100.00%	\$ -	\$ 347.50
W10.4	8" GATE VALVE AND BOX	EACH	1.00	5,014.00	\$ 5,014.00	-	\$ -		\$ -								0.00%	\$ 5,014.00	\$ -
W12	10" X 8" TAPPING SLEEVE, VALVE AND VALVE BOX	EACH	1.00	29,431.00	\$ 29,431.00	-	\$ -		\$ -					1.18	34,837.45	1.18	\$ 34,837.45	\$ (5,406.45)	\$ -
W16	6" REDUCED PRESSURE BACKFLOW PREVENTER W/ SAFE-T-COVER	EACH	1.00	33,990.00	\$ 33,990.00	1.00	\$ 33,990.00		\$ -								100.00%	\$ -	\$ 1,699.50
W17	2" IRRIGATION REDUCED PRESSURE BACKFLOW PREVENTER W/O SAFE-T-COVER	EACH	1.00	10,320.00	\$ 10,320.00	2.00	\$ 20,640.00		\$ -								200.00%	\$ (10,320.00)	\$ 1,032.00
W19	2" WATER METER ASSEMBLY, VALVES AND VAULT	EACH	2.00	13,410.00	\$ 26,820.00	2.00	\$ 26,820.00		\$ -								100.00%	\$ -	\$ 1,341.00
SS1	10" DIP CL 350 W/PROTECTO-401 LINED GRAVITY SEWER MAIN	LF	384.00	371.00	\$ 142,464.00	-	\$ -		\$ -								0.00%	\$ 142,464.00	\$ -
SS3	10" PVC SDR35 GRAVITY SEWER MAIN	LF	86.00	278.00	\$ 23,908.00	500.54	\$ 139,149.04		\$ -					27.08626	7,529.98	527.62	\$ 146,679.02	\$ (122,771.02)	\$ 6,957.45
SS8	CONNECT 10" GRAVITY SANITARY SEWER TO EXISTING MANHOLES	EACH	2.00	12,955.00	\$ 25,910.00	2.00	\$ 25,910.00		\$ -								100.00%	\$ -	\$ 1,295.50
SS10	CUT & CAP/PLUG EXISTING 10" SANITARY SEWER MAIN	EACH	2.00	6,763.00	\$ 13,526.00	2.00	\$ 13,526.00		\$ -								100.00%	\$ -	\$ 676.30
SS11	4" DIAMETER SANITARY SEWER MANHOLE	EACH	2.00	12,955.00	\$ 25,910.00	2.00	\$ 25,910.00		\$ -								100.00%	\$ -	\$ 1,295.50
SS16	ABANDON EXISTING MANHOLE IN PLACE	EACH	1.00	5,830.00	\$ 5,830.00	1.00	\$ 5,830.00		\$ -								100.00%	\$ -	\$ 291.50
SS17	FLOWABLE FILL EXISTING SANITARY SEWER AND MH	CY	10.00	1,341.00	\$ 13,410.00	14.00	\$ 18,774.00		\$ -								140.00%	\$ (5,364.00)	\$ 938.70
SS19	SEWER TELEVISION INSPECTION	LF	470.00	15.00	\$ 7,050.00	470.00	\$ 7,050.00		\$ -								100.00%	\$ -	\$ 352.50
FM9	SANITARY SEWER FLOW CONTROL	LS	1.00	24,219.00	\$ 24,219.00	1.00	\$ 24,219.00		\$ -								100.00%	\$ -	\$ 1,210.95
05 12 00.01	ELECTRICAL RISER ROOM BUILDING	LS	1.00	291,511.00	\$ 291,511.00	1.15	\$ 334,665.46		\$ -								100.00%	\$ -	\$ 352.50
05 52 13	NEW HAND RAILING @ AMPH. & PERGOLA (GALVANIZED, PAINTED)	LF	80.00	210.00	\$ 16,800.00	28.00	\$ 5,880.00		\$ -								100.00%	\$ -	\$ 294.00
05 52 13.1	NEW RAILING @ PAVILION (PAINTED)	LF	664.00	187.00	\$ 124,168.00	569.81	\$ 106,554.47		\$ -								85.81%	\$ 17,613.53	\$ 5,327.72
05 52 13.2	NEW RAILING @ PAVILION RAMPS (GALVANIZED, PAINTED)	LF	290.00	211.00	\$ 61,190.00	284.50	\$ 60,029.50	25.50	\$ 5,380.50								106.90%	\$ (4,220.00)	\$ 3,001.48
13 34 19	NEW PEMB PAVILION (STRUCTURE, SSM ROOF, GUIDERS, DOWNSPOUTS)	LS	1.00	711,319.00	\$ 711,319.00	0.96	\$ 686,202.59		\$ -						0.02	16,368.75	0.99	\$ 702,571.34	\$ 34,310.13
05 12 00.02	NEW RAIN CURTAIN SUPPORTS AT PAVILION	LS	1.00	12,000.00	\$ 12,000.00	1.00	\$ 12,000.00		\$ -								100.00%	\$ -	\$ 600.00
02 41 19	PAVILION FLOOR CLEANING, PATCHING & SEALANT	LS	1.00	23,611.00	\$ 23,611.00	3.44	\$ 81,253.77		\$ -								344.14%	\$ (57,642.77)	\$ 4,062.69
05 51 33.17	SHIP LADDER	EACH	1.00	7,862.00	\$ 7,862.00	-	\$ -		\$ -								0.00%	\$ 7,862.00	\$ -
03 30 00.01	CONCRETE RETAINING WALLS & FOOTINGS (INCLUDES RAMP SLAB)	LS	1.00	647,000.00	\$ 647,000.00	1.02	\$ 658,166.42		\$ -						0.02	14,054.80	1.04	\$ 672,221.22	\$ 32,908.32
03 30 00.02	NEW CONCRETE PEDESTALS	LS	1.00	22,549.00	\$ 22,549.00	1.00	\$ 22,549.00		\$ -								100.00%	\$ -	\$ 1,127.45
05 12 13	TRELLIS STRUCTURE AT SE CORNER OF PAVILION	LS	1.00	300,275.00	\$ 300,275.00	0.98	\$ 294,828.88		\$ -						0.01	4,183.86	1.00	\$ 299,012.74	\$ 14,741.44
04 43 13	HARDSCAPE-STONE VENER WALLS/COLUMNS	LS	1.00	95,500.00	\$ 95,500.00	1.00	\$ 95,500.00		\$ -								100.00%	\$ -	\$ 4,775.00
21 05 18	DRY PIPE SPRINKLERS IN PAVILION (TOTAL SYSTEM COSTS)	LS	1.00	134,100.00	\$ 134,100.00	1.00	\$ 134,100.00		\$ -								100.00%	\$ -	\$ 6,705.00
22 14 13	REFURBISH UNDERGROUND STORM IN PAVILION	LS	1.00	17,491.00	\$ 17,491.00	-	\$ -		\$ -								0.00%	\$ 17,491.00	\$ -
23 34 39	CIRCULATING (HIVLS) FANS IN PAVILION	EACH	6.00	17,491.00	\$ 104,946.00	6.00	\$ 104,946.00		\$ -								100.00%	\$ -	\$ 5,247.30
26 27 26	ELECTRICAL GENERAL RECEPTACLES	LS	1.00	17,491.00	\$ 17,491.00	1.00	\$ 17,491.00		\$ -								100.00%	\$ -	\$ 874.55
26 51 19	ELECTRICAL GENERAL LIGHTING	LS	1.00	29,151.00	\$ 29,151.00	1.00	\$ 29,151.00		\$ -								100.00%	\$ -	\$ 1,457.55
26 51 19.1	PAVILION-COLUMN DOWN-LIGHT	LS	1.00	17,491.00	\$ 17,491.00	1.00	\$ 17,491.00		\$ -								100.00%	\$ -	\$ 874.55
26 24 16	ELECTRICAL 800-AMP DISTRIBUTION PANEL	EACH	1.00	99,114.00	\$ 99,114.00	1.00	\$ 99,114.00		\$ -								100.00%	\$ -	\$ 4,955.70
26 24 16.1	ELECTRICAL LIGHTING PANELBOARD-CONTROL-CENTER	EACH	1.00	28,396.00	\$ 28,396.00	1.00	\$ 28,396.00		\$ -								100.00%	\$ -	\$ 1,419.80
26 24 16.2	ELECTRICAL 225A RECEPTACLE PANELBOARD	EACH	1.00	17,038.00	\$ 17,038.00	1.00	\$ 17,038.00		\$ -								100.00%	\$ -	\$ 851.90
26 56 13	SITE LIGHTING -COF STREET LIGHTS	EACH	5.00	30,780.00	\$ 153,900.00	12.00	\$ 369,360.00		\$ -								12.00%	\$ 369,360.00	\$ 18,468.00
26 56 13.1	SITE LIGHTING -PARKING LOT LIGHTS	EACH	5.00	19,421.00	\$ 97,105.00	6.18	\$ 119,986.60		\$ -								6.38%	\$ 123,986.60	\$ 5,999.33
26 56 19	SITE LIGHTING -DUST																		

APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 21

APPLICATION DATE: 10/31/25

PERIOD TO: 10/31/25

PROJECT NO.: 2022-0315

A	B	C	D	E	F	WORK COMPLETED				K	L	M	N	O	P		Q	R
						G	H	I	J						TOTAL COMPLETED AND STORED TO DATE (G+I+K+M)	% (P / F)		
Item No.	Item Description	Unit	QTY	Price	Extended Scheduled Value	QUANTITY FROM PREVIOUS APPLICATION (G + I)	FROM PREVIOUS APPLICATION (H + J)	QUANTITY THIS PERIOD	THIS PERIOD	QUANTITY OF MATERIALS PRESENTLY STORED (NOT IN G OR I)	MATERIALS PRESENTLY STORED (NOT IN H OR J)	APPROVED FIELD CHANGES QUANTITY THIS PERIOD	APPROVED FIELD CHANGES AMOUNT THIS PERIOD	QUANTITY TOTAL COMPLETED AND STORED TO DATE (G+I+K+M)	TOTAL COMPLETED AND STORED TO DATE (H+J+L+N)	% (P / F)	BALANCE TO FINISH (F - P)	RETAINAGE (IF VARIABLE RATE)
22 14 13.1	INTERNAL GUTTER AND STORM DRAIN PIPING	LS	1.00	48,403.00	\$ 48,403.00	0.98	\$ 47,192.93	0.02	\$ 1,210.07		\$ -		\$ -	1.00	\$ 48,403.00	100.00%	\$ -	\$ 2,359.65
32 92 00	TURF AND GRASSES	LS	1.00	138,819.00	\$ 138,819.00	0.41	\$ 57,136.25	0.5884	\$ 81,682.75		\$ -	(0.2706887)	\$ (37,576.74)	0.73	\$ 101,242.26	72.93%	\$ 37,576.74	\$ 2,856.81
32 93 00	PLANTS	LS	1.00	550,494.00	\$ 550,494.00	0.81	\$ 445,647.33	0.19	\$ 104,846.67		\$ -	(0.1796217)	\$ (98,880.67)	0.82	\$ 451,613.33	82.04%	\$ 98,880.67	\$ 22,282.37
31 37 00	NATURAL BOULDERS	TON	130.00	471.00	\$ 61,230.00	-	\$ -	-	\$ -		\$ -	47.5477700	\$ 22,395.00	47.55	\$ 22,395.00	36.58%	\$ 38,835.00	\$ -
32 84 00	IRRIGATION	LS	1.00	163,830.00	\$ 163,830.00	0.85	\$ 139,636.37	0.15	\$ 24,193.63		\$ -	(0.1032719)	\$ (16,919.04)	0.90	\$ 146,910.96	89.67%	\$ 16,919.04	\$ 6,981.82
12 93 00	SITE FURNISHINGS	LS	1.00	215,813.00	\$ 215,813.00	0.64	\$ 137,460.54	0.36	\$ 78,352.46		\$ -	(0.04)	\$ (8,334.00)	0.96	\$ 207,479.00	96.14%	\$ 8,334.00	\$ 6,873.03
26 05 19	ELECTRICAL SERVICE	LS	1.00	582,521.00	\$ 582,521.00	0.93	\$ 543,144.85	0.06759611	\$ 39,376.15		\$ -	0.018169195	\$ 10,583.94	1.02	\$ 593,104.94	101.82%	\$ (10,583.94)	\$ 27,157.23
ORIGINAL CONTRACT					\$ 10,281,197.00		\$ 10,281,196.56		\$ 369,408.31		\$ -		\$ (6,020.59)		\$ 10,644,884.28	103.53%	\$ (363,387.28)	\$ 514,059.83
TOTAL CHANGE ORDERS					\$ 363,387.28		\$ -		\$ -		\$ -		\$ -		\$ -	0.00%	\$ 363,387.28	\$ -
CONTRACT SUM TO DATE					\$ 10,644,584.28		\$ 10,281,196.56		\$ 369,408.31		\$ -		\$ (6,020.59)		\$ 10,644,584.28	100.00%	\$ -	\$ 514,059.83

	Change orders	
1	Change structure from Galvanized to Painted	\$30,562.53
2	Change electrical for Barge revised sheets	-\$22,756.74
3	Add 29 downspout boots	-\$18,516.41
4	Voided	\$0.00
5	Credit for grading changes	\$268,150.55
6	Traffic control for water investigation at 3rd and Margin	-\$6,265.59
7	Use SDR26 instead of SDR35 for sewer	\$2,223.45
8	Change 2 manholes to water tight lids	-\$1,409.15
9	Change cast iron 1/8 bends to schedule 80	-\$2,071.15
10	Credit for Landscaping due to plan revision	\$149,327.80
11	Voided	\$0.00
12	Undercut North side of the building and backfill	-\$15,062.29
13	Build electric riser room to get meter out of floodplain	-\$43,154.46
14	Change 3 pier footings inside building	-\$11,166.52
15	Voided	\$0.00
16	Voided	\$0.00
17	Voided	\$0.00
18	Voided	\$0.00
19	Import topsoil	-\$56,740.81
20	Use EMT couplings on electric conduit instead of threaded	\$12,172.80
21	Voided	\$0.00
22	Voided	\$0.00
23	Remove and install cross walk pavers on Margin street	-\$4,214.75
24	Grind and seal existing building floor	-\$57,642.77
25	Changed area drains from type 43 to type 4260	-\$4,445.21
26	Added parking lot light at end of parking area	-\$26,881.60
27	Voided	\$0.00
28	Waste rock approved for front parking lot fill	-\$6,057.79
	19 Change orders for a Total Credit of	\$186,051.89
	49 Items Under-run	\$1,154,060.25
	42 Items Over-run	-\$1,703,499.42
	Total over-run including change orders	-\$363,387.28



File #: 21-0624

DATE: 2/26/2026
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Allison Davis

SUBJECT:

Consideration Of COF Contract No. 2025-0221, With CSX Transportation, Inc. For Lewisburg Pike Sidewalk Project
CIC 8/28/25, 4-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2025-0221, with CSX Transportation, Inc. for the Lewisburg Pike Sidewalk project.

BACKGROUND/STAFF COMMENTS:

The Lewisburg Pike Sidewalk project intersects the CSX Railroad corridor. Before any permits can be issued, CSX Railroad requires the City of Franklin to enter into a formal Construction Agreement. This agreement is necessary due to the scope of work impacting CSX infrastructure, which includes:

1. Preliminary engineering services
2. Modifications to communication and signal systems
3. Flagging and protective services as deemed necessary by CSX
4. Construction engineering and inspection (CEI) to safeguard CSX Transportation's operational interests

Staff will coordinate with CSX representatives and ensure compliance with all railroad requirements prior to construction activities within the rail corridor.

FINANCIAL IMPACT:

CSX requires \$149,420.00 for Engineering & CEI Services, Railroad Flagging Service, and Track Work.

RECOMMENDATION:

Staff recommends that COF Contract No. 2025-0221 be recommended to the Board of Mayor and Aldermen for approval.

Franklin, Williamson County, TN
Sidewalk Improvement at Lewisburg Pike
DOT: 350617V, Nashville Subdivision; MP: 000 205.84
OP: TN0945

CONSTRUCTION AGREEMENT

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

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, **a sidewalk extension and ADA accessible grade crossing at Lewisburg Pike, Nashville, Williamson County, Tennessee; at DOT: 350617V; MP: 000 205.84; Atlanta Zone, Nashville Subdivision (the “Project”)**.
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

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

1. Project Plans and Specifications

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

Franklin, Williamson County, TN
Sidewalk Improvement at Lewisburg Pike
DOT: 350617V, Nashville Subdivision; MP: 000 205.84
OP: TN0945

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

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

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

2. Allocation and Conduct of Work

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

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **January 26, 2028**, unless the parties mutually agree to extend such date.

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

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

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

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

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4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum; and/or (B) to terminate this Agreement.

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

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

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

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

6. Easements and Licenses

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

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

imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

- 6.3 Temporary Construction Easements. CSXT may grant without warranty to Agency, if required, a temporary non-exclusive easement for access to the extent necessary for the project on terms and conditions and at a price acceptable to the parties.
- 6.4 Maintenance Agreement. Contemporaneous with the execution of this Agreement, CSXT and Agency have executed that certain Maintenance Agreement providing for Agency's ongoing use, maintenance, repair, renewal and removal of the Project.
- 6.5 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance (in accordance with the provisions of the Maintenance Agreement described in 6.4) of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to both parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
 - 8.1 By Agency. In addition to the other rights and remedies available to Agency under this Agreement, Agency may terminate this Agreement by delivery of notice to CSXT in the event CSXT or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by Agency to CSXT.
 - 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
 - 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs

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of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

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

10. Ownership and Maintenance

• At Grade Crossings

- 10.1 By Agency. Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event Agency fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense.
- 10.2 By CSXT. CSXT shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the crossing, at Agency's sole cost and expense.
- 10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations of its property, track or facilities and shall be reimbursed by Agency for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such alteration.

11. Indemnification

- 11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not

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limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

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

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

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

City of Franklin

By: _____
Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A
ALLOCATION OF WORK

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

- A. Agency shall let by contract to its Contractors:
 - 1. Construct a sidewalk and pedestrian crossing at Lewisburg Pike.

- B. CSXT shall perform or cause to be performed:
 - 1. Preliminary engineering services.
 - 2. Changes in communication and signal lines.
 - 3. Flagging services and other protective services and devices as may be necessary.
 - 4. Construction engineering and inspection to protect the interests of CSXT.

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EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

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

**City of Franklin, Tennessee, Williamson County
S.R. 106 (Lewisburg Pike) Sidewalk & MUP (Multi-Use Path)
from North of Stewart Street to East of Collins' Farm**

SHEET	DESCRIPTION	PREPARER	DATE
1 of 71	Title Sheet and Index	Brian Ralstin	1/20/26
2 of 71	Roadway Index	Brian Ralstin	1/20/26
3-4 of 71	Estimated Project Quantities	Brian Ralstin	1/20/26
5 of 71	Typical Sections	Brian Ralstin	1/20/26
6 of 71	Typical Sections & Pavement Schedule	Brian Ralstin	1/20/26
7 of 71	Railroad General Notes	Brian Ralstin	1/20/26
8 of 71	Environmental Notes	Brian Ralstin	1/20/26
9-10 of 71	Tabulated Quantities	Brian Ralstin	1/20/26
11 of 71	Right of Way Notes, Utility Notes & Owners	Brian Ralstin	1/20/26
12 of 71	Right of Way Acquisition Table & Control Points	Brian Ralstin	1/20/26
13 of 71	Property Map	Brian Ralstin	1/20/26
14 of 71	Present Layout	Brian Ralstin	1/20/26
15 of 71	Right of Way Details	Brian Ralstin	1/20/26
16 of 71	Proposed Layout	Brian Ralstin	1/20/26
17 of 71	Proposed Profile	Brian Ralstin	1/20/26
18 of 71	Present Layout	Brian Ralstin	1/20/26
19 of 71	Right of Way Details	Brian Ralstin	1/20/26
20 of 71	Proposed Layout	Brian Ralstin	1/20/26
21 of 71	Proposed Profile	Brian Ralstin	1/20/26
22 of 71	Present Layout	Brian Ralstin	1/20/26
23 of 71	Right of Way Details	Brian Ralstin	1/20/26
24 of 71	Proposed Layout	Brian Ralstin	1/20/26
25 of 71	Proposed Profile	Brian Ralstin	1/20/26
26 of 71	Private Drive, Business & Field Entrance	Brian Ralstin	1/20/26
27 of 71	Drainage Map	Brian Ralstin	1/20/26
28 of 71	ESPC Notes	Brian Ralstin	1/20/26
29 of 71	ESPC Quantities Legend & Outfall Table	Brian Ralstin	1/20/26

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30-38 of 71	ESPC Layout	Brian Ralstin	1/20/26
39-41 of 71	Signing & Pavement Markings	Brian Ralstin	1/20/26
42 of 71	Sign Schedule	Brian Ralstin	1/20/26
43-52 of 71	Roadway Cross Sections	Brian Ralstin	1/20/26
53 of 71	Traffic Control Notes	Brian Ralstin	1/20/26
54 of 71	Traffic Control Legend & Tabulation	Brian Ralstin	1/20/26
55-56 of 71	Phase I Traffic Control Detour	Brian Ralstin	1/20/26
57-59 of 71	Utility Layout	Brian Ralstin	1/20/26
60-62 of 71	Utility Profile	Brian Ralstin	1/20/26
63 of 71	Proposed Sanitary Sewer Profile	Brian Ralstin	1/20/26
64 of 71	Water & Sewer Details	Brian Ralstin	1/20/26
65 of 71	Water & Sewer Quantities & Notes	Brian Ralstin	1/20/26
66 of 71	Gas Quantities & Notes	Brian Ralstin	1/20/26
67 of 71	Gas Notes	Brian Ralstin	1/20/26
68 of 71	Atmos Energy Details	Brian Ralstin	1/20/26
69-71 of 71	Electric & Communications Utility Layout	Brian Ralstin	1/20/26

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

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

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

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

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

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

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

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

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

I. AUTHORITY OF CSXT ENGINEER

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

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the

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CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.

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- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

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

VI. COOPERATION AND DELAYS

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

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such

materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

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

B. Blasting

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

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without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

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

2. CSXT Representative will:

a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.

b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

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

X. FLAGGING / INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

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- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

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

XII. CLEAN-UP

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

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT

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may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

**Franklin, Williamson County, TN
Sidewalk Improvement at Lewisburg Pike
DOT: 350617V, Nashville Subdivision; MP: 000 205.84
OP: TN0945**

EXHIBIT D

INITIAL ESTIMATE
ATTACHED

Buy America

ESTIMATE SUBJECT TO REVISION AFTER:		5/19/2026	DOT NO.: 350617V
CITY:	Franklin	COUNTY:	Williamson
STATE:	TN		
DESCRIPTION: Franklin, Williamson County, TN - Lewisburg Pike (SR 106) Sidewalk from North of Stewart St. to East of Collins Farm at grade crossing to CSXT; DOT 350617V, Atlanta Zone, Nashville Subdivision, MP# 000 205.84.			
ZONE:	Atlanta	SUB-DIV:	Nashville
AGENCY PROJECT NUMBER:		MILE POST: 000 205.84	

PRELIMINARY ENGINEERING:

Contracted & Administrative Engineering Services - Crouch Engineering	\$ 9,700
Contracted & Administrative Engineering Services - CSXT Admin Fees	\$ 1,000
Subtotal	\$ 10,700

CONSTRUCTION ENGINEERING/INSPECTION:

Contracted & Administrative Engineering Services - Crouch Engineering	\$ 24,000
Contracted & Administrative Engineering Services - CSXT Admin Fees	\$ 1,500
Subtotal	\$ 25,500

FLAGGING SERVICE: (Contract Labor)

Labor (Foreman/Inspector)	30	Days @	\$ 700.00	\$ 21,000
Additive	245.90% (Engineering Department)			\$ 51,639
Subtotal				\$ 72,639

SIGNAL & COMMUNICATIONS WORK:

TRACK WORK:

PROJECT SUBTOTAL:

CONTINGENCIES:	10.00%	\$ 15,857
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PROJECT TOTAL:

*****	\$ 174,421
CURRENT AUTHORIZED BUDGET:	\$ 25,000
TOTAL SUPPLEMENT REQUESTED:	\$ 149,421

DIVISION OF COST:

Agency	100.00%	\$ 149,421
Railroad	0.00%	\$ -
		\$ 149,421

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

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

Office of Director - CSXT Public Projects, Jacksonville, Florida

Estimated prepared by: M Moawad, Crouch Engineering
DATE: 05/05/25 REVISD:

Approved by: CTA
DATE: 05/19/25

CSXT Public Project Group

EXHIBIT E

PAYMENT SCHEDULE

* **NOTE ALTERNATE PROVISIONS:**

Advance Payment in Full

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

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

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

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

- e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
- f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
- g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible

- 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
- 6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
- 7. Such additional or different insurance as CSXT may require.

II. Additional Terms

- 1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to: mdonnelly@crouchengineering.com and csxpublicprojects@crouchengineering.com
- 2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

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

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

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File #: 21-086

DATE: 2/26/2026
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Capital Projects Dashboard And Status Updates For February 2026

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.franklintn.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

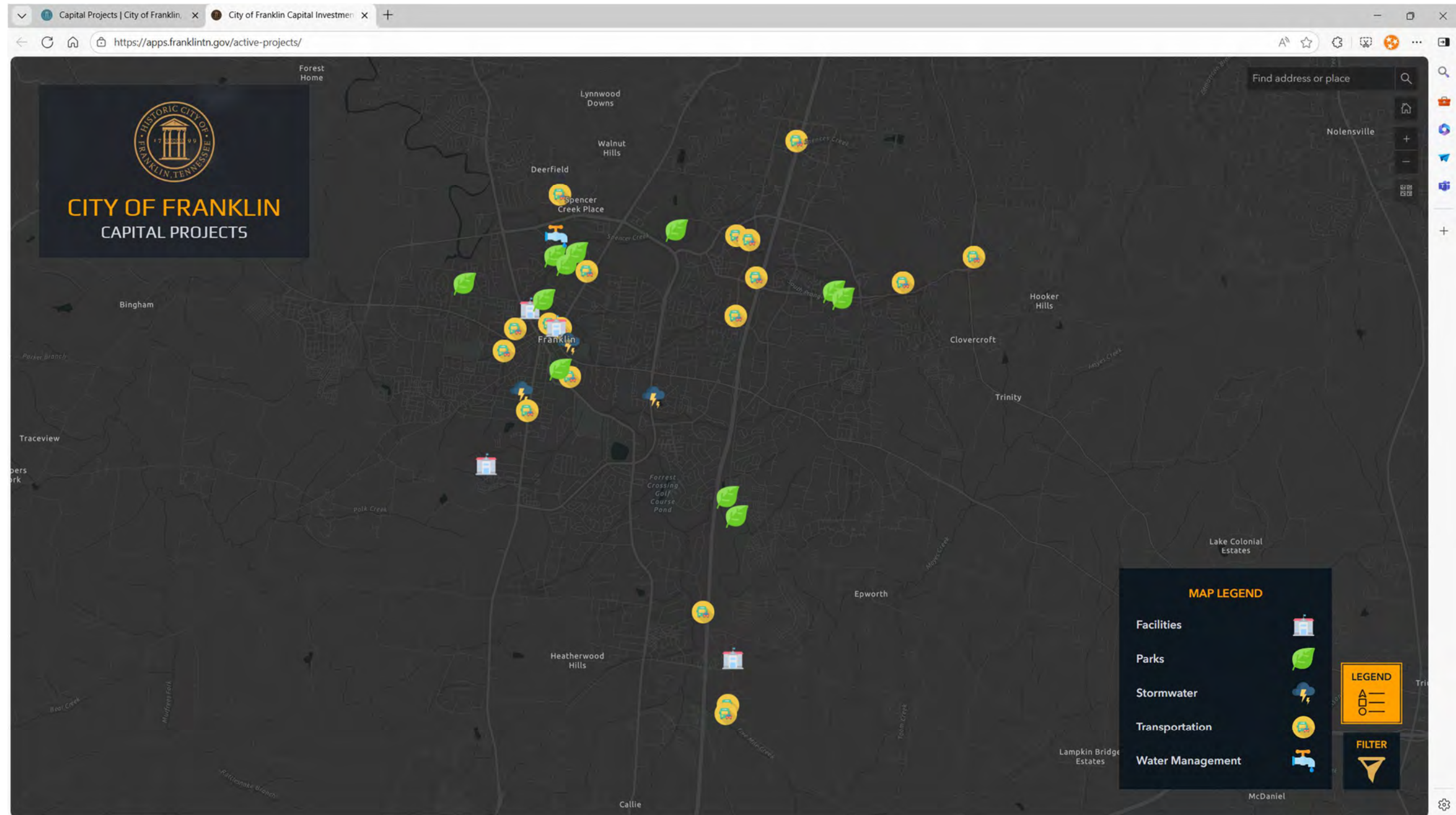


Image Captured from City of Franklin Website on 02/11/2026

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](#)"