

Amendment Deleting and Replacing Exhibit A and Specific Paragraph

Amendment Number: 7

Agreement Number: 070112

Project Identification Number: 101454.01

Federal Project Number: STP-397(8) R-STP/HPP-NH-3

State Project Number: 94092-3231-14

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

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

“Mack Hatcher Parkway West from South of SR-96 West of Franklin to East of SR-106 (US-431) North of Franklin”

1. The language of AGREEMENT # 070112 dated March 16, 2016 section B.1 General Requirements is hereby deleted in its entirety and replaced with the following:

B.1 General Requirements:

1)

	Responsible Party	Funding Provided by: (Agency or Project)
Environmental Clearance by:	Department	Project
Survey by:	Department	Project
Design by:	Agency	Agency and Project
Right-of-Way by:	Agency	Agency and Project
Construction:	Department	Agency and Project

- a) The Agency agrees to pay \$5,000,000.00 towards the Design and Right-of-Way phases and \$1,250,000.00 towards the Construction phase of the Project.
- b) The Department agrees to include a 12' wide concrete multiuse trail along the entire length of the project.

Amendment Deleting and Replacing Exhibit A and Specific Paragraph

- c) After receiving authorization for a phase, the Agency shall commence and complete the phases of the Project as assigned above, and as further described in Exhibit A, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- d) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

- 2. The language of AGREEMENT # 070112 dated March 16, 2016 section C.4 PAYMENT TERMS AND CONDITIONS is hereby deleted in its entirety and replaced with the following section:

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs, including the amounts paid with Agency funds that are not subject to reimbursement by the Department. Such invoices shall be submitted no more often than monthly but at least quarterly and indicates, at a minimum, the amount charged by allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment

Amendment Deleting and Replacing Exhibit A and Specific Paragraph

may be reduced for overpayments or increased for underpayments on subsequent invoices.

- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.
- d) The Department shall submit two (2) lump sum payment requests to the Agency for the payment for the 12' wide multi-use trail. Each lump sum payment shall be 50% of the \$1,250,000.00 to be paid by the Agency towards the Construction phase of the Project, as set forth in Exhibit A. The first lump sum payment shall be submitted by the Agency on or before to the construction letting date, and the second lump sum payment shall be submitted by the Agency in the month of July of 2019. The maximum liability of the Agency shall be as set forth in Exhibit A.
- e) The Agency agrees to pay the Department within thirty (30) days of receiving a request for payment from the Department.
- f) The Department reserves the right to remove the 12' wide multiuse path from the Project should the Agency fail to make payment in a timely manner as outlined in this Agreement.

- 3. The language of AGREEMENT # 070112 dated March 16, 2016 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 7.

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

Amendment Deleting and Replacing Exhibit A and Specific Paragraph

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

CITY OF FRANKLIN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ By: _____
Ken Moore **Date** **John C. Schroer** **Date**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ By: _____
Shauna Billingsley **Date** **John Reinbold** **Date**
Attorney **General Counsel**

EXHIBIT "A" for Amendment 7

AGREEMENT NUMBER: 070112

PROJECT IDENTIFICATION NUMBER: 101454.01

FEDERAL PROJECT NUMBER: STP-397(8)/R-STP/HPP-NH-397(10)

PROJECT DESCRIPTION: MACK HATCHER PARKWAY WEST, FROM SOUTH OF SR-96 WEST OF FRANKLIN TO EAST OF SR-106 (US-431) NORTH OF FRANKLIN (IA)

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

TYPE OF WORK: NEW CONSTRUCTION

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
NEPA/SURVEY	STP	80%	20%	0%	\$400,000.00
DESIGN/ROW	LOCAL FUNDS	0%	0%	100%	\$5,000,000.00
DESIGN	STP	80%	20%	0%	\$1,272,004.00
ROW	STP	80%	20%	0%	\$9,000,000.00
ROW	HPP	80%	20%	0%	\$3,500,000.00
CONST	NHPP	80%	20%	0%	\$46,200,000.00
CONST	NON-PART	0%	0%	100%	\$1,250,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration due to any action on the part of the Agency.

LEGISLATIVE AUTHORITY: **STP: 23 U.S.C.A, Section 133**, Surface Transportation Program funds allocated or subject to allocation to the Agency. **NHPP: 23 U.S.C. Section 119 (g) and Section 1106 (a)**, National Highway Performance Program, Environmental Mitigation. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) provides funding for the development of the herein-described project as denoted below, which is comprised of 80% federal funds. These funds do not indicate reductions made by the Federal Highway Administration and out of the Department's control. It is hereby understood and agreed between the parties that the funding provided hereunder will be available in increments as described below. The Agency understands and agrees that Federal Funds cannot be expended until they are received.

Fiscal Year Total Federal Funding

Up to FY 2018: \$3,500,000.00

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