RESOLUTION 2025-55

A RESOLUTION AUTHORIZING THE EXECUTION OF COF CONTRACT NO. 2025-0253 WITH CIVIL CONSTRUCTORS, LLC FOR LIBERTY HILLS POND STREAM RESTORATION PROJECT IN THE AMOUNT OF $2,376,791.10 AND TO ESTABLISH A PROJECT CONTINGENCY IN THE AMOUNT OF $150,000.00.

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

WHEREAS, the City of Franklin has identified the need for a stream restoration project in order to remove an inline retention pond; and

WHEREAS, Civil Constructors, LLC has been selected through a competitive bidding process as the most qualified and cost-effective provider of such services; and

WHEREAS, the City of Franklin's Board of Mayor and Aldermen find that it is in the best interest of the City and its residents to enter into a contract with Civil Constructors, LLC to perform these services; and

WHEREAS, funds have been allocated and are available in the Capital-Engineering Budget to cover the costs associated with the contract; and

WHEREAS, in the case of any unforeseen or changed project conditions, quantities, or cost overruns, City staff request an additional One Hundred Fifty Thousand and No/100 Dollars ($150,000.00) project contingency to allow for the expedient completion of the Liberty Hills Pond Stream Restoration Project; and

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

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to include these additional properties in the Assessment Area to ensure equitable distribution of costs and benefits of the sewer improvements among all properties.

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

1. The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby authorizes the Mayor to execute COF Contract No. 2025-0253 with Civil Constructors, LLC for the provision of Liberty Hills Pond Stream Restoration Project, as outlined in the attached contract documents (or in substantially the same form as determined by the City Administrator and/or Law Department), in an amount not to exceed Two Million Three Hundred Seventy-Six Thousand Seven Hundred Ninety One and 10/100 Dollars ($2,376,791.10).

2. Approval is granted to create a project contingency in the amount of One Hundred Fifty Thousand and No/100 Dollars ($150,000.00) for the Liberty Hills Pond Stream Restoration Project.

Law Dept approved 08.06.25

3. The Mayor is further authorized to take any and all necessary actions to implement and administer the terms of the COF Contract No. 2025-0253, including any amendments thereto, provided such amendments do not increase the cost to the City, except as established by the project contingency.

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

IT IS SO RESOLVED AND DONE on this 26th day of August, 2025

ATTEST:

By: _____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
J. Blake Harper
Assistant City Attorney

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR (STIPULATED PRICE)

This Agreement is by and between the City of Franklin, Tennessee ("Owner") and Civil Constructors, LLC ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified and indicated in the Contract Documents. The Work is generally described as follows: **Removal of an inline retention pond to restore a natural stream channel. See contruction plans and estimated quantaties.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Liberty Hills Pond Stream Restoration**

ARTICLE 3—ENGINEER

3.01 The Owner has retained City of Franklin Project Manager ("Engineer") as Owner's design engineer for the Project. Engineer shall have only those duties, responsibilities, rights, and authority assigned to Engineer in the Contract Documents.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and Final Completion are of the essence of the Contract.

4.02 *Contract Times*

A. The Work shall be substantially complete within 365 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 30 days after Substantial Completion.

4.03 *Milestones*

A. If indicated below, parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1: **N/A**
2. Milestone 2: **N/A**
3. Milestone 3: **N/A**

4.04 *Liquidated Damages and Bonus*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01, that Owner will suffer financial and other losses if the Work is not completed or any applicable Milestones are not achieved within the Contract Times, and that the extent of such losses is difficult to determine in advance. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay:

1. *Substantial Completion:* Contractor shall pay Owner $1,000 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete.

2. *Completion of Remaining Work:* Contractor shall pay Owner $1,000 for each day that expires after the time specified in Paragraph 4.02 for Final Completion until the Work is finally complete.

3. *Milestones:* Contractor shall pay Owner $0 for each day that expires after the time specified in Paragraph 4.03 for achievement of any applicable Milestones until the applicable Milestone is achieved or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04.A.1 shall apply, rather than the Milestone rate.

4. Liquidated damages for failing to timely achieve any applicable Milestones, Substantial Completion, and Final Completion are mutually exclusive, and shall not be imposed concurrently. If at any time Contractor has failed to achieve more than one applicable Milestones and/or Contract Times, liquidated damages shall be calculated using the highest applicable rate in Paragraph 4.04.A.1, 2, or 3.

B. The parties acknowledge and agree that the foregoing liquidated damages are a fair and reasonable estimate of the losses Owner will suffer in the event of delay by Contractor and are not a penalty. If Owner recovers liquidated damages for a delay by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages as set forth in Paragraph 4.05.

C. *Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that, as a bonus for early completion, Owner shall pay Contractor $0 for each day prior to the time specified in Paragraph 4.02 for Substantial Completion that the Work is substantially complete. The maximum value of the bonus shall be limited to $0.

4.05 *Special Damages*

A. Contractor shall reimburse Owner (1) for all fines and penalties imposed on Owner as a result of Contractor's failure to achieve Substantial Completion within the time specified in Paragraph 4.02 for Substantial Completion, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion, until the Work is substantially complete.

B. Contractor shall reimburse Owner for all actual costs reasonably incurred by Owner in mitigating or avoiding delays and disruptions to the Work caused by or within the control of any of the Contractor Parties.

C. After Contractor achieves Substantial Completion, if Contractor fails to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Final Completion, until the Work is finally complete.

D. The special damages imposed in this paragraph are in addition to any liquidated damages for delayed completion established in Paragraph 4.04.

ARTICLE 5—CONTRACT PRICE

5.01 Conditioned upon Contractor's performance and completion of the Work and other obligations in accordance with the Contract Documents, Owner shall pay Contractor as set forth in Article 6 for all Work at the price(s) stated in Contractor's Bid (attached as an exhibit to this Agreement), subject to adjustment under the Contract Documents.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments*

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

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

a. Ninety-five percent (95%) of Work completed (with the balance being retainage); and

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

B. Upon Substantial Completion, Owner shall pay the full amount due to Contractor for Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200% percent of Owner's estimate of the value of Work to be completed

and corrected as shown on the punch list of items to be completed and corrected prior to Final Completion.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

ARTICLE 7—CONTRACT DOCUMENTS AND TECHNICAL DATA

7.01 *Contents of Contract Documents*

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

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. Supplementary Conditions, if any.
4. General Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. The most recent edition of the following specifications as of the Effective Date of the Contract, except to the extent such specifications (i) do not apply based on the nature of the Project (e.g., road, bridge, street, water, or sewer), or (ii) conflict with another Contract Document identified in this Paragraph 7.01.A, in which case the conflicting provision of other Contract Document shall take precedence and control:
    a. TDOT Standard Specifications for Road and Bridge Construction.
    b. City of Franklin Street Specifications.
    c. City of Franklin Water and Sanitary Sewer Specifications.
7. Drawings listed on the attached sheet index.
8. Addenda (numbers ___ to ___, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid
    b. **Construction Plans**
10. The following, if issued or signed on or after the Effective Date of the Contract and not attached hereto:
    a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

e. Warranty Bond.

B. The Contract Documents listed in Paragraph 7.01.A are incorporated by reference and are part of the Contract whether attached to this Agreement or not.

C. There are no Contract Documents other than those listed above in this Article 7.

D. In Case of discrepancy, the governing order of Contract documents is as follows: (1) Construction Agreement Between Owner and Contractor, (2) General Conditions of the Construction Contract, (3) Special Provisions, (4) Construction Plans, (5) Supplemental Specifications and (6) Standard Specifications.

E. The Contract Documents may only be amended, modified, or supplemented in a writing signed by Owner and as otherwise provided in the Contract Documents, and all such amendments, modifications, and supplementations are limited to the matters specifically addressed in the applicable writing. No one is authorized by Owner to orally amend, modify, supplement, or waive any provision, or any of Owner's or Contractor's duties and obligations under, the Contract Documents.

F. Unless otherwise expressly stated, where reference is made in this Agreement or the General Conditions to a particular Paragraph or Article number, the reference refers to the corresponding Paragraph or Article in the document in which the reference appears.

7.02 *Technical Data Regarding Existing Surface and Subsurface Conditions*

A. The following table lists the reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may reasonably rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
N/A		

B. The following table lists the drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may reasonably rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
N/A		[Identify Technical Data]

C. Contractor may examine during regular business hours copies of reports and drawings identified in Paragraphs 7.02.A and 7.02.B that were not included with the Bidding Documents at **[120 9th Ave South, Franklin, TN]**, or may request copies from Owner.

7.03 *Technical Data Regarding Hazardous Environmental Conditions*

A. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may reasonably rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
N/A		

B. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may reasonably rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
N/A		[Identify Technical Data]

C. Contractor may examine during regular business hours copies of reports and drawings identified in Paragraphs 7.03.A and 7.03.B that were not included with the Bidding Documents at **[120 9th Ave South, Franklin, TN]**, or may request copies from Owner.

ARTICLE 8—INSURANCE LIMITS

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

A. *Commercial General Liability:*

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

B. *Automobile Liability:*

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

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

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

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

D. Umbrella or Excess Liability:

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

ARTICLE 9—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

9.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that might affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that might affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents or otherwise made available to Contractor with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions at or adjacent to the Site that have been identified in the Contract Documents or otherwise made available to Contractor, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Technical Data, with respect to the effect of such information, observations, and Technical Data on

(a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to above, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other provisions of the Contract Documents.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents and Technical Data, and the resolution thereof by Owner or Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all requirements for performance of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performance of the Work as required by the Contract Documents.

12. Contractor is authorized to do business in Tennessee, and is properly licensed and registered as necessary by or with all governmental and public and quasi-public authorities having jurisdiction over the Contractor, the Work, and the Project.

13. Contractor possesses a high level of experience, expertise, and competence in the business of administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of the Project, and shall perform the Work with the care, skill, and diligence of such a contractor.

9.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, bidding for, or entering into the Contract. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding or contracting process, (b) to establish Bid or Contract prices at artificial, non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding or contracting process.

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

This Agreement shall be effective on September 23, 2025 (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Franklin, Tennessee *(typed or printed name of organization)*	Civil Constructors, LLC *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: 9/23/25 *(date signed)*	Date: 9/19/25 *(date signed)*
Name: Dr. Ken Moore *(typed or printed)*	Name: Joe L. Rodgers *(typed or printed)*
Title: Mayor *(typed or printed)*	Title: President *(typed or printed)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: City Recorder *(typed or printed)*	Title: CFO *(typed or printed)*
Address for giving notices: 109 3rd Ave South Franklin, TN 37064	Address for giving notices: 425 Downs Blvd. Franklin, TN 37064
Designated Representative: Name: _____ *(typed or printed)* Title: _____ *(typed or printed)*	Designated Representative: Name: Steffan Gipson *(typed or printed)* Title: Project Manager *(typed or printed)*
Address:	Address: Same
Phone: _____ Email: _____	Phone: (615) 236-9000 Email: S.gipson@civilconstructors.com License No.: 34765 *(where applicable)* State: Tennessee

Law Dept approved 07.10.25