



Meeting Agenda

Capital Investment Committee

Thursday, July 14, 2022

3:30 PM

Board Room

CALL TO ORDER

APPROVAL OF MINUTES

1. Consideration Of Approval Of Minutes Of The June 23, 2022 Capital Investment Committee Meeting.

NEW BUSINESS

2. Consideration Of Draft Ordinance 2022-24, An Ordinance To Establish All-Way Stop Control At The Intersection Of Central Drive And Beamon Drive.

Sponsors: Paul Holzen, Jonathan Marston, Adam Moser

3. Consideration Of Draft COF Contract No. 2022-0156, With Boozer & Company, P.C. For Right-Of-Way And Real Estate Appraisal Services On The Columbia Avenue Widening And Improvements Project At A Not To Exceed Cost Of \$398,000.

Sponsors: Paul Holzen, Jonathan Marston, William Banks

4. Consideration Of Draft COF Contract No. 2022-0157, With CBRE, Inc. For Right-Of-Way And Real Estate Review Appraisal Services On The Columbia Avenue Widening And Improvements Project At A Cost Not To Exceed \$175,000.

Sponsors: Paul Holzen, Jonathan Marston, William Banks

5. Consideration Of Draft COF Contract No. 2022-0158, A Professional Services Agreement With Vaughn & Melton Consulting Engineers, Inc. For Right-Of-Way Acquisition/Negotiation Services On The Columbia Avenue Widening And Improvements Project At A Not To Exceed Cost Of \$376,930.

Sponsors: Paul Holzen, Jonathan Marston, William Banks

6. Consideration Of Draft Amendment 1 To COF Contract No. 2021-0342, A Professional Services Agreement With Surveying And Mapping, LLC, For Subsurface Utility Engineering For The Church Street Improvements Project At An Additional Cost Not To Exceed \$30,007.72.

Sponsors: Paul Holzen, Jonathan Marston, William Banks

7. Consideration To Grant Sewer Availability For 4038 Clovercroft Road (Map 079, Parcel 05500).

Sponsors: Michelle Hatcher, Scott Andrews

8. Capital Projects Dashboard And Status Updates For July 2022.

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.

CAPITAL INVESTMENT COMMITTEE MEETING MINUTES
THURSDAY, JUNE 23, 2022 @ 3:30 PM
CITY HALL BOARDROOM
FRANKLIN, TENNESSEE

Committee Members

Alderman Beverly Burger, Chair
Alderman Matt Brown, Vice-Chair
Vice Mayor Brandy Blanton
Alderman Gabrielle Hanson

Other Attendees

A	Eric Stuckey, City Administrator	P
P	Michelle Hatcher, Water Management Director	P
P	Jonathan Marston, Engineering Assistant Director	P
P	Mayor Ken Moore	P
	Angie Johnson, Deputy City Recorder	P
	Lanaii Benne, City Recorder	P

CALL TO ORDER

Vice- Chairman Matt Brown called the meeting to order at 3:30 p.m.

APPROVAL OF THE MINUTES

1. *A motion was made by Alderman Brandy Blanton, seconded by Alderman Gabrielle Hanson to approve the minutes from the June 23, 2022 Capital Investment Committee. The motion passed 3-0.*

NEW BUSINESS

2. **Consideration Of DRAFT Amendment 1 To COF Contract No. 2021-0332, A Professional Services Agreement With Hazen And Sawyer For The Additional Design of Water And Sewer Line Improvements In the Downtown Area In An Amount Not-To-Exceed Of \$326,500.00.**

Michelle Hatcher, Brian Goodwin, Patricia McNeese

This is an amendment to an existing contract that the Board of Mayor and Aldermen approved earlier this year (2022). The City will utilize American Rescue Plan Act (ARPA) funding for this project. The initial contract was for design on waterline, while this amendment adds sewer line.

A motion was made by Alderman Blanton, seconded by Alderman Hanson to recommend approval of Amendment 1 to COF Contract 2021-0332 to the Board of Mayor and Aldermen. This motion passed 3-0. This item is expected on the August 9, 2022 Board of Mayor and Aldermen agenda.

3. **Consideration Of COF Contract No. 2021-0300, With 360 Network Solutions, LLC For The SR-96 (Murfreesboro Road) Traffic Signal Improvements Project (TDOT PIN 12791.00) In The Amount Of \$318,667.82.**

Paul Holzen, Jonathan Marston, Adam Moser

The City selected the vendor through qualification-based selection process. This contract is for improvement operations along the Murfreesboro Road from Eddy Lane to Arno Road. This vendor is for an upgrade to controllers, an upgrade to the Wyze mapping application for alerts to users on emergency vehicles in their area, and for updated technology and a few operational changes. This will allow for real-time detection and allow the Traffic Operations Center to make changes in real-time and how the areas are performing in real-time. This is covered by federal funds except the requirement ADA compliance updates.

A motion was by made Alderman Blanton, seconded by Alderman Hanson to recommend approval of Contract 2021-0300 to the Board of Mayor and Aldermen. This motion passed 3-0. This item is expected on the July 12, 2022 Board of Mayor and Aldermen agenda.

4. **Consideration Of COF Contract No. 2022-0064, With Temple Inc For The SR-96 (Murfreesboro Road) Traffic Signal Improvements Project (TDOT PIN 12791.00) In The Amount Of \$109,962.00.**

Paul Holzen, Jonathan Marston, Adam Moser

The City selected the vendor through qualification-based selection process. The contract is for specific technology, so

the City wanted the best fit versus the lowest price. The City has used this vendor before. This will allow communication technologies between vehicles and the City. This information would be available back to drivers. There is no enforcement mechanism to this technology.

A motion was by made Alderman Hanson, seconded by Alderman Blanton to recommend approval of Contract 2022-0064 to the Board of Mayor and Aldermen. This motion passed 3-0. This item is expected on the July 12, 2022 Board of Mayor and Aldermen agenda.

5. Consideration Of COF Contract No. 2022-0135, With Walker Consultants For Parking Count Services For Downtown Franklin Public Parking Lots In The Amount Not To Exceed \$34,900.

Paul Holzen, Jonathan Marston, Adam Moser

This contract is to update parking counts and to see how parking has changed in the Downtown area. This is a different analysis than the updates in the parking garages.

There have been concerns from the merchants on parking. The contract will allow the City to get data on how long vehicles are parked as well as capacity.

A motion was by made Alderman Hanson, seconded by Alderman Blanton to recommend approval of Contract 2022-0135 to the Board of Mayor and Aldermen. This motion passed 3-0. This item is expected on the July 12, 2022 Board of Mayor and Aldermen agenda.

6. Consideration To Grant Water Availability For 910 Sunset Ridge (Map 037A, Parcel 00200).

Michelle Hatcher, Scott Andrews

This parcel is outside city limits North on Hillsboro Road in the Legend's Ridge subdivision. The parcel already has water but cannot find hard documentation that the parcel has been given availability.

A motion was by made Alderman Blanton, seconded by Alderman Hanson to recommend approval of water availability to the Board of Mayor and Aldermen. This motion passed 3-0. This item is expected on the July 12, 2022 Board of Mayor and Aldermen agenda.

7. Capital Projects Dashboard And Status Updates For June 2022.

Paul Holzen, Jonathan Marston

Lewisburg Pike: the bridge is built, and the project is moving along. TDOT is looking at a mid-July reopening.

OTHER BUSINESS

ADJOURNMENT

A motion was made by Alderman Blanton, seconded by Alderman Hanson to adjourn. The motioned passed unanimously.

Meeting adjourned @ 3:50 p.m.

Matt Brown, Vice-Chair

Minutes prepared by Cayce Anderson, Records Technician, City Administrator's Office 7/5/2022 4:49 PM



File #: 21-03345

DATE: June 27, 2022
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Draft Ordinance 2022-24, An Ordinance To Establish All-Way Stop Control At The Intersection Of Central Drive And Beamon Drive.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2022-24, an ordinance to establish all-way stop control at the intersection of Central Drive and Beamon Drive.

BACKGROUND/STAFF COMMENTS:

Due to ongoing development and pedestrian activity in the area, a request was made to convert the intersection of Central Drive and Beamon Drive in the Brenley Crossing section of The Highlands at Ladd Park neighborhood from its current two-way stop control to multi-way (*i.e.* all-way) stop control. An engineering study was completed on May 2, 2022 for the subject intersection. Along with a field review to check proper sight distance, pedestrian and vehicle count data was collected for use in analyzing the multi-way stop control warrants for the subject intersection per the Manual on Uniform Traffic Control Devices (MUTCD). Multiple issues were identified that support the recommendation to convert this intersection to multi-way stop control, including: pedestrian activity, sight distance limitations, and proportional vehicle volumes on all approaches at the intersection.

FINANCIAL IMPACT:

It is expected that the signing and pavement markings that are required to convert this intersection into a multi-way (*i.e.* all-way) stop will be under \$5,000 and can be included within the current operations and maintenance budget. The HOA will furnish and install decorative posts for the signs. The Streets Department will provide the signs and pavement markings as shown on the included exhibit.

RECOMMENDATION:

Staff recommends that Ordinance 2022-24 be recommended for approval by the Board of Mayor and Aldermen.

ORDINANCE 2022-24

TO BE ENTITLED: "AN ORDINANCE TO ESTABLISH ALL-WAY STOP CONTROL AT THE INTERSECTION OF CENTRAL DRIVE AND BEAMON DRIVE."

WHEREAS, the City of Franklin, Tennessee, received a request to establish all-way stop control at the intersection of Central Drive and Beamon Drive; and

WHEREAS, the intersection of Central Drive and Beamon Drive is currently configured with stop control only on the Central Drive approach; and

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

WHEREAS, the Engineering Department recommends the establishment of all-way stop control at the intersection of Central Drive and Beamon Drive for the following reasons: limited sight distance, high pedestrian activity, and the approximately equal vehicular traffic volume on three of four approaches of the intersection.

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

SECTION I. That all-way stop control shall be established at the intersection of Central Drive and Beamon Drive.

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

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSE:

By: _____
Eric Stuckey
City Administrator

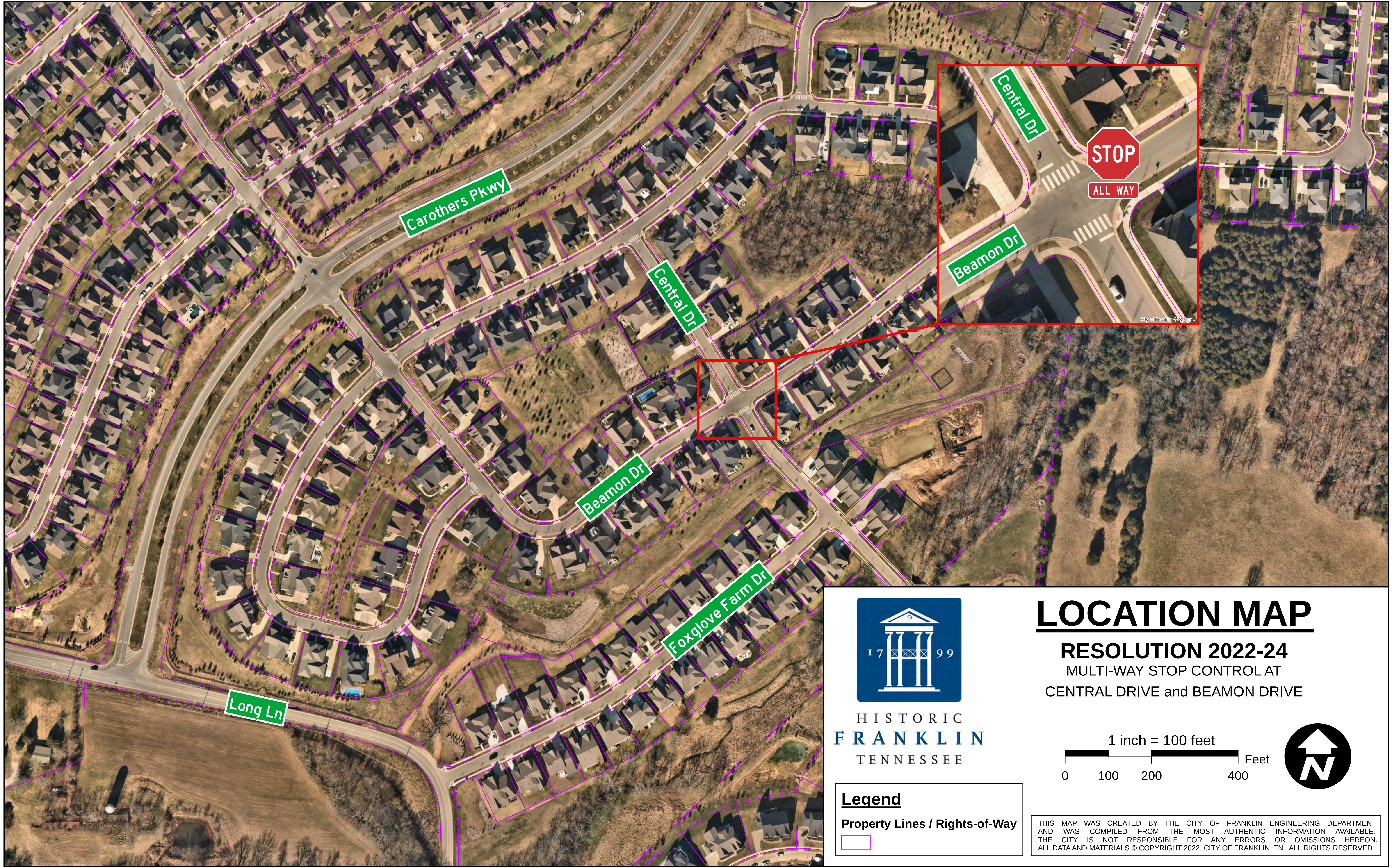
By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING _____

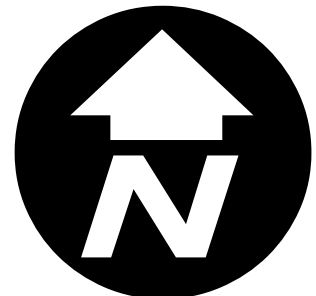
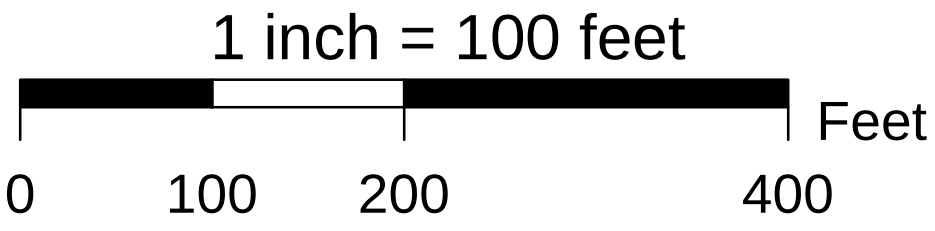
PASSED SECOND READING _____



HISTORIC
FRANKLIN
TENNESSEE

LOCATION MAP

RESOLUTION 2022-24
MULTI-WAY STOP CONTROL AT
CENTRAL DRIVE and BEAMON DRIVE



Legend

Property Lines / Rights-of-Way



THIS MAP WAS CREATED BY THE CITY OF FRANKLIN ENGINEERING DEPARTMENT AND WAS COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE CITY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS HEREON. ALL DATA AND MATERIALS © COPYRIGHT 2022, CITY OF FRANKLIN, TN. ALL RIGHTS RESERVED.

DATE: May 2, 2022

TO: Highlands at Ladd Park HOA

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

SUBJECT: Beamon Drive Traffic Study

Purpose

The purpose of this memo is to describe the background and results of a study that was performed along Beamon Drive in the Highlands at Ladd Park subdivision. This study was performed to collect data at the intersection of Central Drive to see if the intersection meets any of the multi-way stop warrant criteria in the Manual on Uniform Traffic Control Devices (MUTCD), as well as a review of the speed data along Beamon Drive.

Background

On April 12, 2022, the HOA raised concern over speeding and pedestrian/vehicle crossing conflicts with vehicles traveling along Beamon Drive and at the intersection of Central Drive. The HOA relayed that there is no safe place to cross Beamon Drive for pedestrians in the vicinity of Central Drive, which is a main connector to Section 37 of Highlands at Ladd Park and Foxglove Farms.

Both roadways are residential, local streets with speed limits set at 25 mph. Central Drive is designated as the 'minor' approach and is stop controlled to make the intersection a two-way stop, with Beamon Drive flowing freely past Central Drive. There are no major traffic generators other than single family homes nearest the intersection.

Study & Results

Section 2B.07 of the MUTCD gives criteria to warrant multi-way stops. These criteria were used in this engineering study to warrant a multi-way stop. The criteria includes studying count data (pedestrian and vehicle), crash data, and sight distance. Speed data is not a criterion for multi-way stops as stop signs should not be used for speed control per MUTCD and City policy. However, speed data was collected and presented in this memo, given the resident's concern about speeding on Beamon Drive and eligibility for the Neighborhood Traffic Calming Program.

The count and speed study was performed along Beamon Drive the week of April 18, 2022. Four days of weekday and weekend traffic data were collected at the speed sensor location. School was in session at the time of the study. Beamon Drive at the speed sensor averaged approximately 375 vehicles per day (24 hour period) and the 85th percentile speed of the study was 29 mph. That means 85% of the traffic was traveling at or under 29 mph. The 85th percentile is what is used to

reference speed limit acceptance as well as for the City of Franklin Neighborhood Traffic Calming Program (NTCP). An 85th percentile of 29 mph is considered in the acceptable range for the posted speed limit. Per our NTCP, this is 4 mph over the posted speed limit. This number along with a 24-hour volume of 375 vehicles posted a score of “4” in our NTCP rating system. In order to be eligible to implement traffic calming devices, a score of “6” or higher must be obtained. Speed data is shown in Figure 1 below.

25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th
20	20	22	22	23	24	24	25	25	25	27	27	29	30	31

Figure 1 - Speed Data

Vehicle volume and pedestrian crossings were also studied at the intersection. Pedestrian volumes crossing Beamon were fairly minimal and were not affected by vehicular volume along the roadway during the study period (i.e. gaps were present in traffic to cross). Pedestrian volumes crossing Beamon Drive at Central Drive averaged 35-40 per day.



Figure 2 Study Location Map

Vehicular volumes were also studied to see if volumes met the MUTCD criteria. The volume 24-hour averages **entering** the intersection are as noted in Figure 3 below:

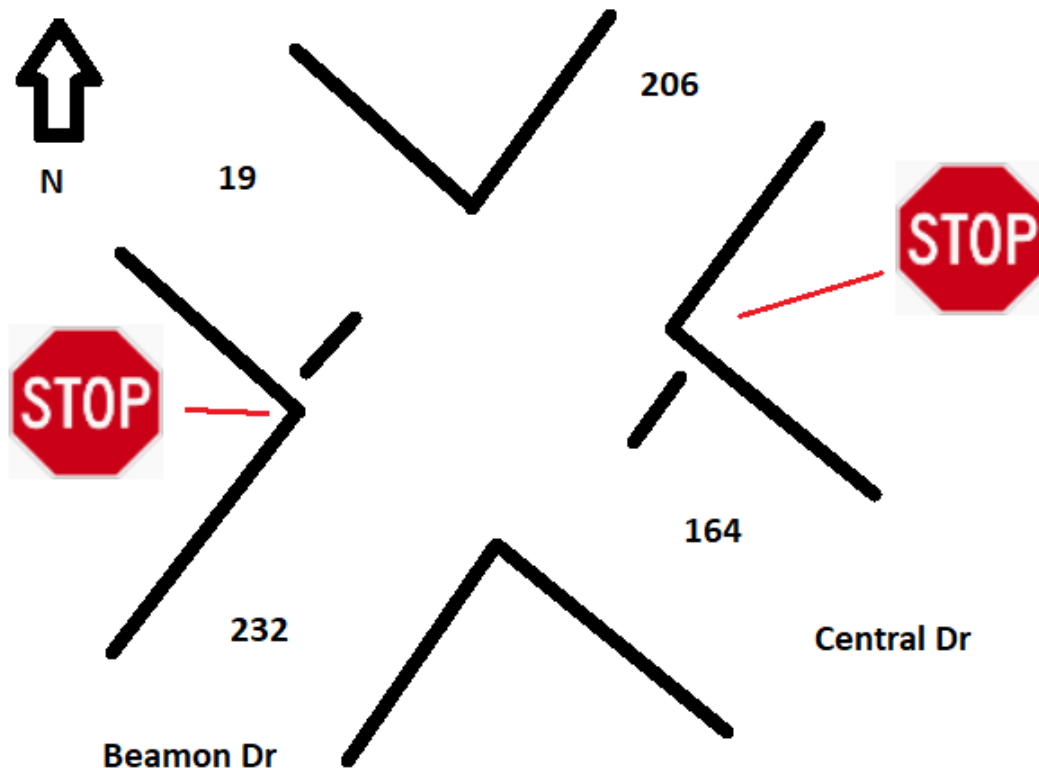


Figure 3: Intersection Entering 24 HR Volumes

The volumes represented do not meet the MUTCD criteria for multiway stop condition, however, the sight distance study at the intersection did reveal sight distance issues for vehicles trying to turn off of Central Drive onto Beamon Drive. Landscaping (street trees) and parked vehicles could introduce the sight distance challenges for these vehicles. The required sight distance for a roadway with a speed of 25 mph is 280 feet to the right, and 240 feet to the left, from the perspective of the driver.

Sight distance limitations in themselves do not trigger an immediate warrant for a multi-way stop condition for an intersection. In order to see if limited sight distance causes safety concern, crash data was pulled for the intersection for the past 3 years. There were no crashes found at this intersection in that period.

Recommendations

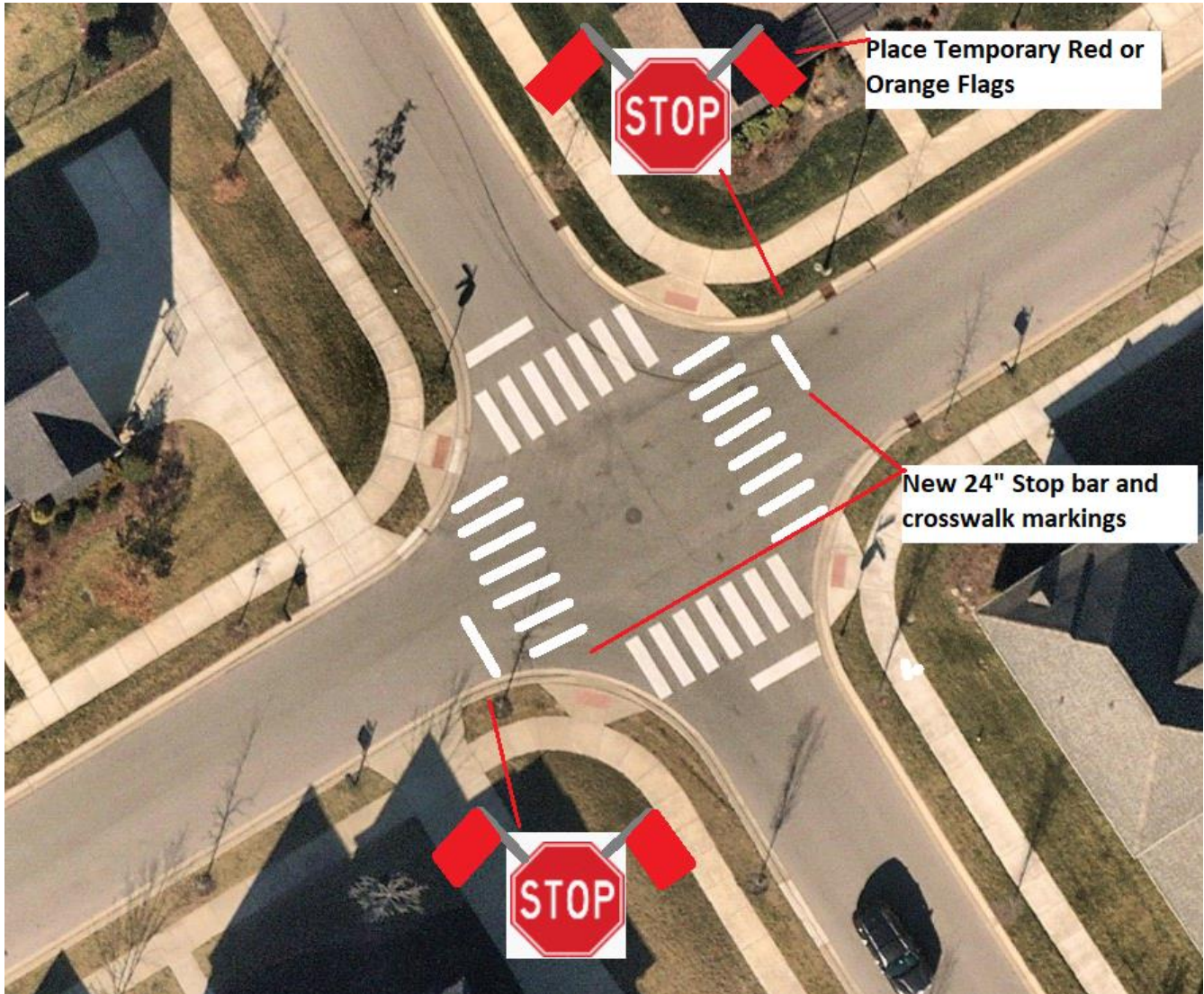
These streets are lower volume residential streets with few pedestrian crossings at the subject intersection. As noted above, the sight distance for turning vehicles off of Central Drive onto Beamon Drive does not meet the conventional sight distance criteria at the posted speed of 25

mph, however, upon study of crash criteria for this intersection, there were no crashes found at the study intersection to support sight distance issues.

Children and families were observed to cross the unprotected legs of Beamon Drive at Central Drive. The closest controlled (stop condition) crossing near the vicinity of this intersection to cross Beamon is located over 1000 feet away.

This particular intersection does not meet **specific** MUTCD criteria used to install a multi-way stop condition. Speed is not an acceptable condition to install a stop sign. However, from engineering study, there are sight distance limitations and lack of nearby protected crosswalks to cross Beamon Drive. Therefore Engineering staff has **no issue** with a multiway stop condition being presented for this intersection. Should the Highlands at Ladd Park HOA formally request this intersection to be a multi-way stop, Engineering would have no issue with moving this request forward to the BOMA for their consideration. Should the multi-way stop be requested, the HOA will need to work with the City to request an ordinance to be brought forward to the BOMA for their approval, and if approved, the HOA will need to work with the City to implement such a crossing per Exhibit A. The HOA would be required to purchase and install stop signs including their neighborhood decorative posts, and the City could provide pavement markings as necessary per Exhibit A.

EXHIBIT A



June 26, 2022

Adam Moser, Traffic Engineer
City of Franklin
109 3rd Avenue S
Franklin, TN 37064

RE: Request for All-Way Stop | Beamon Drive + Central Drive
Requestor: Highlands at Ladd Park Homeowners Association

Dear Mr. Moser,

The Highlands at Ladd Park Homeowner Association (“Ladd Park HOA”) formally requests that the City of Franklin (“the City”) consider the installation of an all-way or multi-way stop at the intersection of Beamon Drive and Central Drive via an ordinance that is brought forward to the Franklin BOMA for approval. Upon approval, the Ladd Park HOA will work with the City to implement such a crossing, including the purchase and installation of stop signs while the City provides pavement markings as necessary at the intersection.

As detailed in a recently completed study for that section of Beamon Drive, the City found that the sight distance study at the intersection presented “*sight distance issues for vehicles trying to turn off of Central Drive onto Beamon Drive. Landscaping (street trees) and parked vehicles could introduce the sight distance challenges for these vehicles. The required sight distance for a roadway with a speed of 25 mph is 280 feet to the right, and 240 feet to the left, from the perspective of the driver.*” The study noted that there was only 232 feet and 206 feet of sight distance on both sides of Beamon near the intersection. Furthermore, the City observed children and families crossing Beamon, unprotected (emphasis added), at or near the intersection of concern. The closest controlled crossing near this intersection in order to cross Beamon is located over 1,000 feet away.

Thank you for your attention to this matter. We look forward to a favorable response from your department as well as the Franklin BOMA.

Sincerely,



Amanda Orrand
Chairman, Board of Directors
Highlands at Ladd Park Homeowner Association
802 Beamon Drive
Franklin, TN 37064

amanda.orrand@laddhoa.com



File #: 21-03357

DATE: June 30, 2022
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of Draft COF Contract No. 2022-0156, With Boozer & Company, P.C. For Right-Of-Way And Real Estate Appraisal Services On The Columbia Avenue Widening And Improvements Project At A Not To Exceed Cost Of \$398,000.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Professional Services Agreement (PSA) with Boozer & Company, P.C. (Boozer) for Right-of-Way (ROW) and Real Estate Appraisal Services (Appraisal Services) on the Columbia Avenue Widening and Improvements Project at a cost of \$398,000.00

BACKGROUND/STAFF COMMENTS:

The widening of Columbia Avenue (US-31/SR-6) is needed to accommodate the projected traffic volume and increase the mobility and safety to and from downtown Franklin. The project generally includes a new five-lane typical section, with medians in some locations, as originally proposed and approved via Resolution 2017-43. To limit impacts, staff has pushed as many utilities as possible into the roadway.

On September 22, 2020, City staff received approval from the Tennessee Department of Transportation (TDOT) to proceed with the right-of-way acquisition phase for the Columbia Ave Widening and Improvements Project (TDOT PIN 121454.00). Since that time, staff has been working to finalize the utility design, right-of-way plan revisions, and the necessary easements and legal descriptions.

Below are some key dates associated with the project:

- July 14, 2015 - BOMA unanimously approved the Local Agency Project Agreement which formally began the Columbia Ave Widening & Improvements Project.
- September 1, 2015 - City staff received approval from TDOT to start the environmental phase of the project.

- September 12, 2017 - BOMA approved Resolution 2017-43, "A Resolution to Select the Corridor Design Concept for the Columbia Ave Widening & Improvements Project". Option 1 - Five Lane Concept (with access management) was selected.
- April 26, 2018 - City staff received approval from TDOT to proceed with preliminary engineering for the final design.
- September 22, 2020 - City staff received approval from TDOT to proceed with the right-of-way acquisition phase.
- June 29, 2021 - Required plan revisions were finalized in order to proceed with contracting with right-of-way appraisal and acquisition consultants.
- October 6, 2021 - After review and approval from TDOT, formal solicitations for consultant title reports, closing agents, appraisers, review appraisers, and negotiators were advertised.
- January 26, 2022 - The top 3 ranked consultants submitted their formal Phase 2 qualifications in order to review and decide if interviews were necessary (The top 3 consultants were chosen from the initial Phase 1 "letters of interest" submittal in November 2021).
- April 2022 - Formal consultant interviews were held with the right-of-way negotiation consultants.
- June 2022 - Contract negotiations were finalized with the top ranked consultants and ready for BOMA review and approval.

This PSA with Boozer is for the required appraisal services to acquire ROW and easements to construct the project. Based on the ROW plans, it has been determined there are 58 impacted tracts on this project. Combining three of the tracts into one "larger parcel" results in the need for 56 individual appraisal reports. Per TDOT Guidelines, a Market Data Brochure (MDB) will be developed by Boozer in support of the 56 individual appraisal reports. The MDB will include a description of the project, scope of the appraisal process, define the neighborhood and current market conditions, discuss current and future zoning issues as they relate to the project, and include Market Data Forms for each property type included on the project (comparable sales information).

FINANCIAL IMPACT:

The Columbia Avenue Widening and Improvements Project, in its basic form, is funded entirely by Federal and State Funds (80% Fed/20% State). Because the City of Franklin is managing this project, it will be required to initially pay invoices and then request reimbursement from TDOT.

The project is currently funded from a combination of sources: up to \$28.8M in Federal Surface Transportation Block Grant (STBG) funds, up to \$3.8M in State transportation funds, and approximately \$3.6M in local funds (The City has requested that TDOT cover these additional local costs, and is awaiting a response).

Per the negotiated scope of services, the professional right-of-way and real estate appraisal services are at a not-to-exceed fee of \$398,000.00.

RECOMMENDATION:

Staff recommends that COF Contract No. 2022-0156, a Professional Services Agreement with Boozer & Company, P.C., be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2022-0156**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **BOOZER & COMPANY, P.C.** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. The City desires to retain the Consultant to provide **appraisal services** in connection with the City's project hereinafter referenced as the Project. The Project is described as follows:

Right-Of-Way and Real Estate Appraisal Services for the Columbia Avenue Widening and Improvements Project

1. SCOPE OF SERVICES. The Consultant shall provide **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. The 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 the event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. The Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the **Not to Exceed** Amount of **Three Hundred Ninety-Eight Thousand and NO/100 Dollars (\$398,000.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the ____ Day of _____ 20__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. The Consultant will:

- 1.1 Act for the 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 the City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), the 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 the 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 the City at all reasonable times.

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

- 2.1 Provide the 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 the Consultant's necessary field studies and surveys. The 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 the Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund the Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 The 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 The 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 the City nor the 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. The Consultant agrees to indemnify and hold the City harmless from and against legal liability for all claims, judgments, losses, damages, and expenses to the extent such claims, judgments, losses, damages, or expenses are caused by the Consultant's negligent act, error or omission in the performance of the Services of this Agreement. In the event claims, judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of the Consultant and the 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. The 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 the 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 the 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;
- (4) 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. The Consultant shall provide the Services as described in Scope of Services attached hereto as Attachment A and incorporated herein by reference.

- 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 the City request changes in the scope, extent, or character of the Project, the fee and the time of performance of the 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 the Consultant pursuant to this Agreement are

instruments of service in respect to the Project. The City shall retain an ownership and property interest therein whether or not the Project is completed.

7.1.1 USE OF DATA SYSTEMS. The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by the Consultant through information supplied to the Consultant by the City.

7.1.2 DISCLOSURE OF DOCUMENTS/DATA. The City may be required to disclose documents or data under state or federal law. The City shall notify the Consultant if a request for data or documents has been made and shall give the Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. The 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, the Consultant agrees to indemnify, defend, and hold harmless the 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 the City's reliance upon the Consultant representation that materials supplied by the Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads the Consultant and the Consultant assumes control over that claim.

7.2 By execution of this Agreement, the 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 the 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 the 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 the City shall be used by the Consultant only for the Project as described herein. The City's posting or publication of such documents created by the Consultant for the City shall constitute fair use and shall not constitute an infringement of the Consultant's copyright, if any.

7.3 Documents that may be relied upon by the 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 the Consultant to the City are only for convenience of the City, unless the delivery of the Project in electronic media format has been dictated in the Scope of Services attached hereto as Attachment A. 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, the Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.

7.5 When transferring documents in electronic media format, the 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, the Consultant at the beginning of this Project.

- 7.6 The 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 the City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant or to the 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 the Consultant to further compensation at rates to be agreed upon by the City and the Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, the 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 The Consultant shall add the City as an additional insured on all policies unless otherwise prohibited.
- 8.3 The Consultant shall, upon execution of this Agreement, furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to the 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. The 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 the City deems adequate to indemnify the City, the 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 The City will pay the Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. The 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. The City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and the 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 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the 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 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD-PARTY RIGHTS CREATED. The City and the 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 the City and the Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by the Consultant to limit its liability shall be void and unenforceable.
- 10.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION. This Agreement is a covered transaction for the purposes of 2 CFR Part 180 and 2 CFR Part 1200. As such, the Consultant is required to verify that none of the Consultant's principals (as defined at 2 CFR §180.995) or its affiliates (as defined at 2 CFR §180.905) are excluded (as defined at 2 CFR §180.940) or disqualified (as defined at 2 CFR §180.935).
- 10.5.1 The Consultant must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 1200, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into as a part of this Agreement.
- 10.5.2 This certification is a material representation of fact relied upon by the City of Franklin. If it is later determined that the Consultant did not comply with 2 CFR Part 180, Subpart C and/or 2 CFR Part 1200, Subpart C, in addition to remedies available to the City of Franklin, the State of Tennessee and/or the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- 10.5.3 The Consultant agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR 1200, Subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement and Project. The Consultant agrees to include a provision requiring such compliance in its lower tier covered transactions.

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 the City and the 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 the City and the Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

(Signatures on Following Page)

THE CITY OF FRANKLIN, TENNESSEE:

BOOZER & COMPANY, P.C.:

(Signature)

Name: Dr. Ken Moore

Title: Mayor

Date: _____

(Signature)

Name: _____

Title: _____

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney

**BOOZER &
COMPANY, P.C.**

Professional Real Estate Appraisers & Consultants

June 22, 2022

Mr. William Banks
Engineering Department
City of Franklin
109 3rd Avenue South, Suite 133
Franklin, TN 37064

**RE: Proposal for ROW Appraisal Services
Columbia Avenue Widening Project
Federal Project No. STP-M-NH-6(110)
State Project No. 94LPLM-F3-079
TDOT PIN 121454.00
Franklin, Williamson County, Tennessee**

Dear Mr. Banks,

Per your request, I respectfully submit this formal proposal for ***Ted Boozer, MAI of Boozer & Company, P.C.*** to conduct ROW appraisals on the above-referenced project, as outlined below.

The purpose of the appraisals will be to estimate the Amount Due the Property Owner as a result of the proposed ROW acquisition for the Columbia Avenue road widening project. The intended use of the appraisals will be to assist the City of Franklin in right-of-way acquisition for this project. The intended user of these reports will be the City of Franklin, TDOT, and/or assigns. ***Boozer & Company, P.C.*** will not be responsible for unauthorized use of the reports.

The appraisals will be completed in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Act, TDOT Guidelines for Appraisers, and TDOT Local Programs Local Government Guidelines Manual for Appraisers.

Based on the furnished ROW plans, it has been determined there are 58 impacted tracts on this project. Combining three of the tracts into one "larger parcel" results in the need for 56 individual appraisal reports. The total fee for these appraisals, as outlined in the attached spreadsheet, will be **\$398,000, payable as follows:**

Market Data Brochure: Per TDOT Guidelines, a Market Data Brochure will be developed in support of the 56 individual appraisal reports. The MDB will include a description of the project, scope of the appraisal process, define the neighborhood and current market conditions, discuss current and future zoning issues as they relate to the project, and include Market Data Forms for each property type included on the project (comparable sales information). Upon completion of the MDB, **30% of the total fees, or \$119,400, will be due and payable.**

Appraisal Reports: As each appraisal report is completed, the "net fee" (per tract fee less 30% for brochure) for each report will be billed according to the individual fees shown on the attached spreadsheet.

Report Updates/Consulting/Expert Witness Testimony/Etc.: Any updates or revisions to the completed appraisal reports due to plan changes will be billed at 50% of the original fee, assuming no significant changes in market conditions has occurred since the date of the original report that requires additional market data research. If additional market data is necessary to complete the updated/revised report, or if a new site inspection is required due to change in ownership, fees will be negotiated on a case-by-case basis. Any consultation outside the scope of the appraisal assignment, or testimony/conferences in relation to condemnation of tracts, will be billed at a rate of **\$300 per hour.**

Page 2
June 22, 2022

Timing: Upon receiving the Notice to Proceed from the client, the MDB can be completed within **60 to 90 days**. The appraisal reports will be completed in 5 to 10 tract "batches", with an anticipated time frame of **12 months** after completion of the MDB.

Thank you for allowing *Boozer & Company, P.C.* the opportunity to submit this proposal. If you have any questions, please feel free to contact me at 615-591-4422 ext. 203. I look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ted Boozer', is placed over a light yellow rectangular background.

Ted A. Boozer, MAI, CG-973
State Certified General Real Estate Appraiser

Columbia Avenue (SR 6 / US 31)

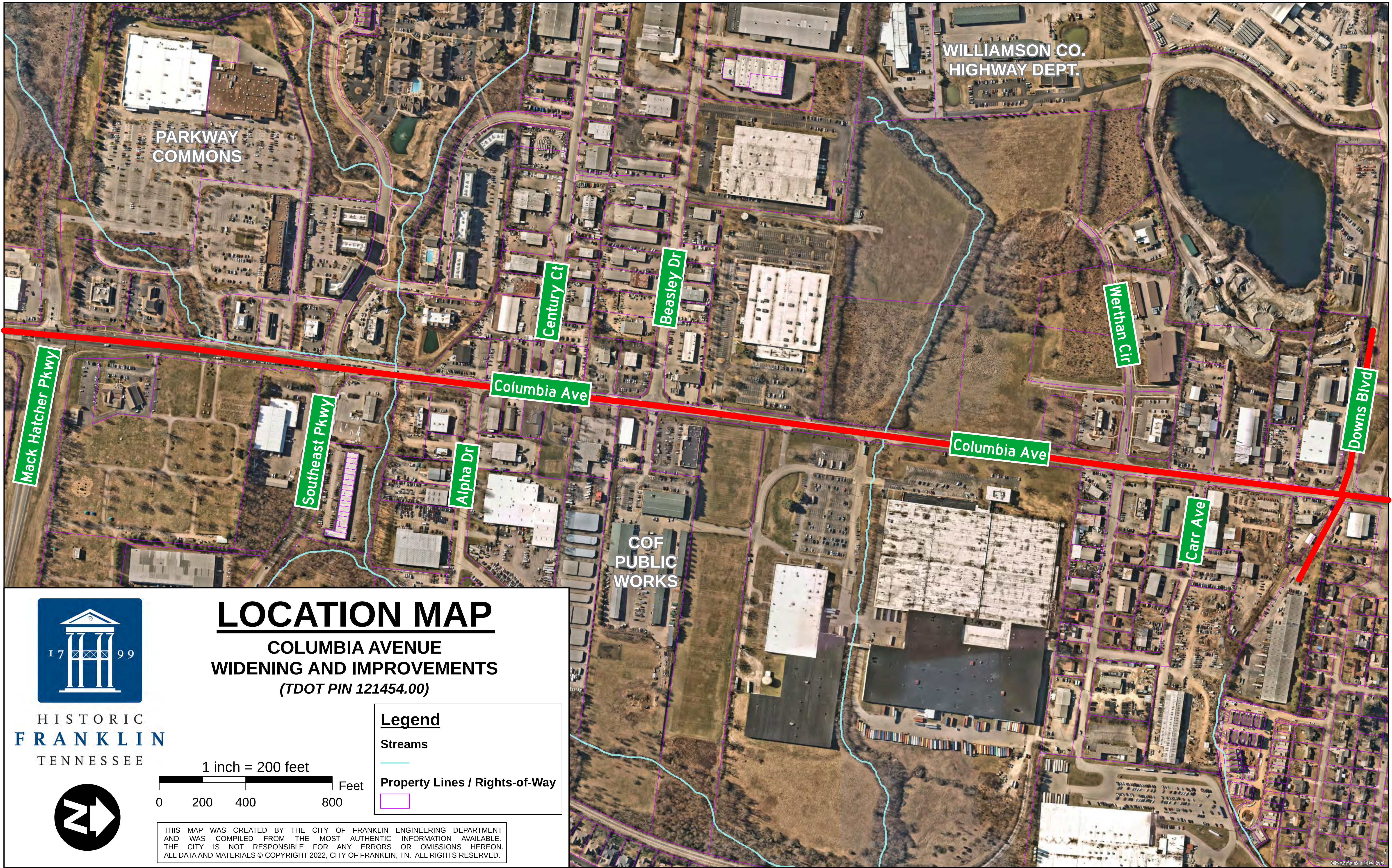
Tract #	Size (Ac.)	Current Use	Type	Notes	Fee
1	80.00	Vacant Zoned Estate Res.	Formal Vacant	Large Tract. Vacant, Access not impacted	\$6,500
6	1.85	Chili's Restaurant	FPA	Minor acq., access not impacted	\$5,500
7	13.69	Cemetery	FPA	Minor acq., cemetery	\$5,500
8	1.57	Funeral Home	FPA	Civic-Inst. zoning	\$5,500
9	1.47	Bank	FPA	Minor acq., access not impacted	\$5,500
10	7.89	Entry/Parking for Shopping Center	FPA	Minor acq	\$5,500
11	0.85	Bank	FPA	Minor acq., access not impacted	\$5,500
12	8.58	Fuel Center & entry for shopping center	FPA	Minor acq., access not impacted	\$5,500
13	4.55	Light Industrial	FPA	Minor acq., parking/access not impacted	\$5,500
14	1.07	Dental Office	FPA	Minor acq, parking/access not impacted	\$5,500
17	1.82	Chick-Fil-A	FPA	Minor acq, parking/access not impacted	\$5,500
18	1.9	Light Industrial- warehouse/retail	FPA	Parking <i>may</i> be temp. impacted	\$5,500
20	1.24	Burker King	FPA	Parking not impacted	\$5,500
21	2.2	Creek/Drainage Area serving PD	Formal Vacant	Billboard looks to be inside of ACQ area?	\$6,500
22	0.88	Advance Auto Parts Retail	FPA	Parking not impacted	\$5,500
28	1.02	Light Industrial - Office?	Formal	Parking temp. impacted/Loss of access to Columbia Pike	\$10,500
29	0.9	Used Car Sales	Formal	Perm. Lost/reconfigured parking/Loss of access point	\$10,500
30	0.33	Restaurant (Corner Pub)	Formal	Perm. Lost parking/Losing access	\$10,500
31	1.56	Light Industrial	FPA	Minor acq, parking/access not impacted	\$5,500
32	0.48	Retail/Service	FPA	Parking not impacted	\$5,500
33	0.425	Retail	FPA	Parking not impacted	\$5,500
34	0.175	Retail/Office	Formal	Lost parking. Is brick building in TCE area?/Loss of access	\$10,500
35	0.419	Office	FPA	Parking not impacted - note new drive	\$5,500
36	0.228	Auto Repair Shop	Formal	Lost access from Columbia Ave- impacts parking	\$10,500
37	0.35	Vacant Light Indust. (Parking for T.36 & 42)	Formal Vacant	Minor acq, parking/access not impacted	\$6,500
42	0.47	Auto Repair Shop	Formal	Parking temp. impacted	\$10,500
43	1.15	Single Family Dwelling	FPA	H&B Use? Note new drive	\$5,500
44	0.86	Light Industrial Warehouse (Kennel)	FPA	Parking/Access should not be impacted	\$5,500
45	1.55	Strip Retail	FPA	Minor acq	\$5,500
46	0.84	O'Reilly Auto Parts Retail	FPA	Minor acq, parking/access not impacted	\$5,500
47	0.876	Enterprise Car Rental	FPA	Parking/Access should not be impacted	\$5,500

48	15.81	Franklin Public Works - Light Industrial	FPA	Minor acq	\$5,500
49	1.459	C-Store with Fuel	FPA	Ingress/Egress/Parking/Access should be ok	\$5,500
50	1.44	Strip Retail/Restaurant	FPA	Minor acq, parking/access not impacted	\$5,500
56	11.86	Church	FPA	Minor acq, parking/access not impacted	\$5,500
57	12.03	Vacant Light Indust. (Soccer Fields)	Formal Vacant	Minor acq	\$6,500
58	7.96	Vacant Light Indust., creek	Formal Vacant	Micor acq, access not impacted	\$6,500
59	64.54	Light Industrial	FPA	Large Tract. Parking not impacted	\$5,500
60	27.39	Vacant Light Indust.	Formal Vacant	Minor acquisition	\$6,500
62	0.478	Auto Repair Shop	Formal	Lost majority of access, Temp. lost parking	\$10,500
63	1.48	Taco Bell	FPA	Minor acq, parking/access not impacted	\$5,500
64	0.939	Hardee's Restaurant	Formal?	±6 parking spaces temp. lost; may be FPA/Loss of Access Point	\$10,500
71	1.5	Bank	FPA	Minor acquisition	\$5,500
74	2.24	Tire/Auto Repair	Formal	Parking Impacted / Access Diminished	\$10,500
75	1.01	Light Industrial (Carwash)	FPA	Minor acq, parking/access not impacted	\$5,500
76	4.16	Kubota Dealer	Formal	Proposed ROW beyond fence, storage/parking	\$10,500
77	3.4	Williamson County, transport. storage/office	FPA	"Former Leaking Underground Stg Tanks"	\$5,500
82	0.807	Tire/Auto Repair	Formal	Perm. Lost/reconfigured parking/Building straddles Property Line w/ T85	\$10,500
83	0.9	Strip Retail	Formal	Perm. Lost/reconfigured parking/Access Change	\$10,500
84	4.0	True Value Retail	Formal	Parking temp. impacted/Access Change	\$10,500
85	4.43	Calliber Collision - zoned Heavy Indust.	Formal	Uneconomic Remnants - Note garage on T. 82 PL/Building straddles Property Line	\$10,500
86	0.916	NAPA Auto Parts Retail - Zoned CC	Formal	perm. Lost/reconfigured parking, TCE through building	\$10,500
87*	1.85	Vacant? Zoned PD need to check	Formal Vacant	Loss of direct access from Columbia Ave	\$9,500
89*	0.957	Vacant? Zoned PD need to check	Formal Vacant	Loss of direct access from Columbia Ave	\$0
90	0.394	Market/Deli	Formal	Parking <i>may</i> be temp. imacted. See Note on Present ROW Sheet? Loss of Access	\$10,500
91*	2.39	Garage Flower Shop	Formal Vacant	Right-in, Right-out. Parking loss? Could just move personal property	\$0
92	0.853	Strip Retail/Restaurant	FPA	See Note on Present ROW Sheet?	\$5,500
102	0.393	Single Family Dwelling	FPA	New roadway crosses PL	\$5,500
Total					\$398,000

* Tracts 87, 89 & 91 can be combined into one "larger parcel".

FPA	33
Formal Vacant	7
Formal	16
Total	56

Avg. Fee per Report \$7,107





File #: 21-03358

DATE: June 30, 2022
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of Draft COF Contract No. 2022-0157, With CBRE, Inc. For Right-Of-Way And Real Estate Review Appraisal Services On The Columbia Avenue Widening And Improvements Project At A Cost Not To Exceed \$175,000.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Professional Services Agreement (PSA) with CBRE, Inc. (CBRE) for Right-of-Way (ROW) and Real Estate Review Appraisal Services on the Columbia Avenue Widening and Improvements Project at a cost of \$175,000.00.

BACKGROUND/STAFF COMMENTS:

The widening of Columbia Avenue (US-31/SR-6) is needed to accommodate the projected traffic volume and increase the mobility and safety to and from downtown Franklin. The project generally includes a new five-lane typical section, with medians in some locations, as originally proposed and approved via Resolution 2017-43. To limit impacts, staff has pushed as many utilities as possible into the roadway.

On September 22, 2020, City staff received approval from the Tennessee Department of Transportation (TDOT) to proceed with the right-of-way acquisition phase for the Columbia Ave Widening and Improvements Project (TDOT PIN 121454.00). Since that time, staff has been working to finalize the utility design, right-of-way plan revisions, and the necessary easements and legal descriptions.

Below are some key dates associated with the project:

- July 14, 2015 - BOMA unanimously approved the Local Agency Project Agreement which formally began the Columbia Ave Widening & Improvements Project.
- September 1, 2015 - City staff received approval from TDOT to start the environmental phase of the project.

- September 12, 2017 - BOMA approved Resolution 2017-43, "A Resolution to Select the Corridor Design Concept for the Columbia Ave Widening & Improvements Project". Option 1 - Five Lane Concept (with access management) was selected.
- April 26, 2018 - City staff received approval from TDOT to proceed with preliminary engineering for the final design.
- September 22, 2020 - City Staff received approval from TDOT to proceed with the right-of-way acquisition phase.
- June 29, 2021 - Required plan revisions were finalized in order to proceed with contracting with right-of-way appraisal and acquisition consultants.
- October 6, 2021 - After review and approval from TDOT, formal solicitations for consultant title reports, closing agents, appraisers, review appraisers, and negotiators were advertised.
- January 26, 2022 - The top 3 ranked consultants submitted their formal Phase 2 qualifications in order to review and decide if interviews were necessary (The top 3 consultants were chosen from the initial Phase 1 "letters of interest" submittal in November 2021).
- April 2022 - Formal consultant interviews were held with the right-of-way negotiation consultants.
- June 2022 - Contract negotiations were finalized with the top ranked consultants and ready for Board review and approval.

This PSA with CBRE is for the required right-of-way and real estate review appraisal services. Based on the furnished ROW plans, it has been determined there are 58 impacted tracts on this project. For each parcel assigned, CBRE will provide a Review Appraiser's Statement to ensure the appraisals conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Act, and TDOT Local Programs Local Government Guidelines Manual. The review will ensure the appraiser (Boozer & Company) adequately addressed the assignment in compliance with these required standards and requirements.

FINANCIAL IMPACT:

The Columbia Avenue Widening and Improvements Project, in its basic form, is funded entirely by Federal and State Funds (80% Fed/20% State). Because the City of Franklin is managing this project, it will be required to initially pay invoices and then request reimbursement from TDOT.

The project is currently funded from a combination of sources: up to \$28.8M in Federal Surface Transportation Block Grant (STBG) funds, up to \$3.8M in State transportation funds, and approximately \$3.6M in local funds (The City requested that TDOT cover these additional local costs, and is awaiting a response).

Per the negotiated scope of services, the professional right-of-way and real estate review appraisal services are at a not-to-exceed fee of \$175,000.00.

RECOMMENDATION:

Staff recommends that COF Contract No. 2022-0157, a Professional Services Agreement with CBRE, Inc., be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2022-0157**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **CBRE, INC.** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. The City desires to retain the Consultant to provide **review appraisal services** in connection with the City's project hereinafter referenced as the Project. The Project is described as follows:

Right-Of-Way and Real Estate Review Appraisal Services for the Columbia Avenue Widening and Improvements Project

1. SCOPE OF SERVICES. The Consultant shall provide **review 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. The 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 the event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. The Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the **Not to Exceed** Amount of **One Hundred Seventy-Five Thousand and NO/100 Dollars (\$175,000.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the ____ Day of _____ 20__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. The Consultant will:

- 1.1 Act for the 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 the City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), the 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 the 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 the City at all reasonable times.

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

- 2.1 Provide the 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 the Consultant's necessary field studies and surveys. The 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 the Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund the Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 The 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 The 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 the City nor the 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. The Consultant agrees to indemnify and hold the City harmless from and against legal liability for all claims, judgments, losses, damages, and expenses to the extent such claims, judgments, losses, damages, or expenses are caused by the Consultant's negligent act, error or omission in the performance of the Services of this Agreement. In the event claims, judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of the Consultant and the 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. The 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 the 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 the 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;
- (4) 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. The Consultant shall provide the Services as described in Scope of Services attached hereto as Attachment A and incorporated herein by reference.

- 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 the City request changes in the scope, extent, or character of the Project, the fee and the time of performance of the 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 the Consultant pursuant to this Agreement are

instruments of service in respect to the Project. The City shall retain an ownership and property interest therein whether or not the Project is completed.

7.1.1 USE OF DATA SYSTEMS. The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by the Consultant through information supplied to the Consultant by the City.

7.1.2 DISCLOSURE OF DOCUMENTS/DATA. The City may be required to disclose documents or data under state or federal law. The City shall notify the Consultant if a request for data or documents has been made and shall give the Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. The 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, the Consultant agrees to indemnify, defend, and hold harmless the 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 the City's reliance upon the Consultant representation that materials supplied by the Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads the Consultant and the Consultant assumes control over that claim.

7.2 By execution of this Agreement, the 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 the 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 the 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 the City shall be used by the Consultant only for the Project as described herein. The City's posting or publication of such documents created by the Consultant for the City shall constitute fair use and shall not constitute an infringement of the Consultant's copyright, if any.

7.3 Documents that may be relied upon by the 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 the Consultant to the City are only for convenience of the City, unless the delivery of the Project in electronic media format has been dictated in the Scope of Services attached hereto as Attachment A. 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, the Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.

7.5 When transferring documents in electronic media format, the 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, the Consultant at the beginning of this Project.

- 7.6 The 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 the City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant or to the 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 the Consultant to further compensation at rates to be agreed upon by the City and the Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, the 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 The Consultant shall add the City as an additional insured on all policies unless otherwise prohibited.
- 8.3 The Consultant shall, upon execution of this Agreement, furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to the 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. The 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 the City deems adequate to indemnify the City, the 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 The City will pay the Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. The 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. The City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and the 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 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the 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 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD-PARTY RIGHTS CREATED. The City and the 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 the City and the Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by the Consultant to limit its liability shall be void and unenforceable.
- 10.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION. This Agreement is a covered transaction for the purposes of 2 CFR Part 180 and 2 CFR Part 1200. As such, the Consultant is required to verify that none of the Consultant's principals (as defined at 2 CFR §180.995) or its affiliates (as defined at 2 CFR §180.905) are excluded (as defined at 2 CFR §180.940) or disqualified (as defined at 2 CFR §180.935).
- 10.5.1 The Consultant must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 1200, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into as a part of this Agreement.
- 10.5.2 This certification is a material representation of fact relied upon by the City of Franklin. If it is later determined that the Consultant did not comply with 2 CFR Part 180, Subpart C and/or 2 CFR Part 1200, Subpart C, in addition to remedies available to the City of Franklin, the State of Tennessee and/or the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- 10.5.3 The Consultant agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR 1200, Subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement and Project. The Consultant agrees to include a provision requiring such compliance in its lower tier covered transactions.

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 the City and the 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 the City and the Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

(Signatures on Following Page)

THE CITY OF FRANKLIN, TENNESSEE:

CBRE, INC.:

(Signature)

Name: Dr. Ken Moore

Title: Mayor

Date: _____

(Signature)

Name: _____

Title: _____

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney

CBRE VALUATION & ADVISORY SERVICES

APPRAISAL REVIEW PROPOSAL & FEES

For:

TDOT PIN 121454.00

Columbia Avenue Widening and Improvements Project

June 24, 2022

Prepared For:

City of Franklin – Engineering Department

Attn: William Banks, P.E.

Engineer 3

109 Third Avenue South, Suite 133

Franklin, TN 37064

Prepared By:

Nick Chop, MAI, R/W-AC

Director of Right of Way – East Division

CBRE Valuation & Advisory Services

nick.chop@cbre.com

COMMERCIAL REAL ESTATE SERVICES



CBRE, Inc.
Valuation & Advisory Services

222 2nd Avenue South
Suite 2110
Nashville, TN 37201

+1 904 903 1332 Direct

nick.chop@cbre.com
www.cbre.com

June 24, 2022

William Banks, P.E.
Engineer 3
City of Franklin • Engineering Dept.
109 Third Avenue South, Suite 133
Franklin, TN 37064
Phone 615-550-6677 (Direct) • 615-791-3218
Email: william.banks@franklin.tn.gov

Dear Mr. Banks,

I have reviewed the original requests for letters of interest and qualifications for the Columbia Avenue Widening and Improvements Project (TDOT PIN 121454.00). In addition I have had additional discussions with both you and Mr. Ted Boozer, MAI, Boozer & Company, P.C. Mr. Boozer is the contracted appraiser for this Project. These discussions and review of the proposal project (including maps and online GIS information) have been considered for this Appraisal Review proposal and fees.

For each parcel assigned, I will provide a Review Appraiser's Statement to ensure appraisal's conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Act, and TDOT Local Programs Local Government Guidelines Manual. The review will ensure the appraiser adequately addressed the assignment in compliance with these required standards and requirements. The intent will be that each parcel will be inspected during the fee appraiser's formal inspection along with the comparable market data. Market studies for time, size, shape, setbacks, etc. will be reviewed along with the corresponding market data. If applicable, any subconsultant estimates, analysis or drawings will be reviewed for accuracy, consistency, reasonableness and checked for inclusion by the appraiser. In each review appraisal I will reach a conclusion as to recommended compensation with no assumption of a predetermined value. It is my understanding the contracted appraiser will provide reports in 5 to 10 parcel "batches" with an anticipated overall time frame of 12 months. Review appraisals will be provided to the City of Franklin within 30 days for 5 to 10 parcel submittals.

CBRE's efforts will be centered on a profound respect for Property Rights. This includes both the private property owner's right to full use and enjoyment of their property and the condemnor's right to acquire all necessary property rights for public use. This perspective will guide CBRE's efforts to value real estate and to minimize the cost of litigation.

Sincerely,
CBRE, Inc.
VALUATION & ADVISORY SERVICES

A handwritten signature in blue ink that reads "Nick Chop".

Nick Chop, MAI, R/W-AC
Director of Right of Way – South Region
Phone: 904.903.1332
Email: nick.chop@cbre.com

APPRAISAL REVIEW PROPOSAL & FEES					
Columbia Avenue (S.R. 6/U.S. Highway 31) - Columbia Avenue Widening and Improvements Project (TDOT PIN 121454.00)					
Appraisal Format			Number of Each		
Formal Part Affected (FPA)			33		
Formal Vacant			9		
Formal			16		
			Total		
			58		
Pcl No.	Review Fee	Format	Land Use	Acreage Size	Notes
1	\$2,750.00	Formal Vacant	Vacant Zoned Estate Res.	80.00	Vacant large tract, access not disrupted.
6	\$2,250.00	FPA	Chili's Restaurant	1.85	Minor acquisition, no impact to access.
7	\$2,250.00	FPA	Cemetery	13.69	Cemetery, minor impact.
8	\$2,250.00	FPA	Funeral Home	1.57	Minor impact. Funeral home.
9	\$2,250.00	FPA	Bank	1.47	Minor acquisition, no impact to access.
10	\$2,250.00	FPA	Entry/Parking for Shopping Center	7.89	Minor impact.
11	\$2,250.00	FPA	Bank	0.85	Minor acquisition, no impact to access.
12	\$2,250.00	FPA	Fuel Center & entry for shopping center	8.58	Minor acquisition, no impact to access.
13	\$2,250.00	FPA	Light Industrial	4.55	Minor acquisition, no impact to access or parking.
14	\$2,250.00	FPA	Dental Office	1.07	Minor acquisition, no impact to access or parking.
17	\$2,250.00	FPA	Chick-Fil-A	1.82	Minor acquisition, no impact to access or parking.
18	\$2,250.00	FPA	Light Industrial- warehouse/retail	1.9	Minor impact with potential for temporary impact to parking.
20	\$2,250.00	FPA	Burker King	1.24	Minor acquisition, no impact to access.
21	\$2,750.00	Formal Vacant	Creek/Drainage Area serving PD	2.2	ODA/Billboard impacted.
22	\$2,250.00	FPA	Advance Auto Parts Retail	0.88	No impact to parking.
28	\$4,750.00	Formal	Light Industrial - Office?	1.02	Loss of access to Columbia Ave., temporary loss of parking.
29	\$4,750.00	Formal	Used Car Sales	0.9	Permanent loss of parking, loss of display for cars.
30	\$4,750.00	Formal	Restaurant (Corner Pub)	0.33	Losing access and parking.
31	\$2,250.00	FPA	Light Industrial	1.56	Minor acq, parking/access not impacted
32	\$2,250.00	FPA	Retail/Service	0.48	Minor acquisition, no impact to access or parking.
33	\$2,250.00	FPA	Retail	0.425	Minor acquisition, no impact to access or parking.
34	\$4,750.00	Formal	Retail/Office	0.175	Lost parking. Is brick building in TCE area?/Loss of access
35	\$2,250.00	FPA	Office	0.419	Minor acquisition, no impact to access. New driveway.
36	\$4,750.00	Formal	Auto Repair Shop	0.228	Losing access and parking.
37	\$2,750.00	Formal Vacant	Vacant Light Indust. (Parking for T.36 & 42)	0.35	Minor acquisition, no impact to access or parking.
42	\$4,750.00	Formal	Auto Repair Shop	0.47	Parking is temporarily impacted.
43	\$2,250.00	FPA	Single Family Dwelling	1.15	Highest and Best Use question. New driveway.
44	\$2,250.00	FPA	Light Industrial Warehouse (Kennel)	0.86	Minor acquisition, no impact to access or parking.
45	\$2,250.00	FPA	Strip Retail	1.55	Minor impact.
46	\$2,250.00	FPA	O'Reilly Auto Parts Retail	0.84	Minor acquisition, no impact to access or parking.
47	\$2,250.00	FPA	Enterprise Car Rental	0.876	Minor acquisition, no impact to access or parking.
48	\$2,250.00	FPA	Franklin Public Works - Light Industrial	15.81	Minor impact.
49	\$2,250.00	FPA	C-Store with Fuel	1.459	Minor acquisition, no impact to access or parking.
50	\$2,250.00	FPA	Strip Retail/Restaurant	1.44	Minor acquisition, no impact to access or parking.
56	\$2,250.00	FPA	Church	11.86	Minor acquisition, no impact to access or parking.
57	\$2,750.00	Formal Vacant	Vacant Light Indust. (Soccer Fields)	12.03	Minor impact.
58	\$2,750.00	Formal Vacant	Vacant Light Indust., creek	7.96	Minor acquisition, no impact to access.
59	\$2,250.00	FPA	Light Industrial	64.54	Larger tract with no impact to parking.
60	\$2,750.00	Formal Vacant	Vacant Light Indust.	27.39	Minor acquisition.
62	\$4,750.00	Formal	Auto Repair Shop	0.478	Access is impacted, temporary loss of parking.
63	\$2,250.00	FPA	Taco Bell	1.48	Minor acquisition, no impact to access.
64	\$4,750.00	Formal?	Hardee's Restaurant	0.939	Loss of access point, parking spaces temporarily lost.
71	\$2,250.00	FPA	Bank	1.5	Minor acquisition
74	\$4,750.00	Formal	Tire/Auto Repair	2.24	Parking Impacted / Access Diminished
75	\$2,250.00	FPA	Light Industrial (Carwash)	1.01	Minor impact.
76	\$4,750.00	Formal	Kubota Dealer	4.16	Storage/parking impacts. ROW in these areas. Fencing.
77	\$2,250.00	FPA	Williamson County, transport. storage/office	3.4	Mediation needed? UST's may be contaminated?
82	\$4,750.00	Formal	Tire/Auto Repair	0.807	Permanent loss of parking. Need cure to reconfigure parking.
83	\$4,750.00	Formal	Strip Retail	0.9	Permanent loss of parking. Need cure to reconfigure parking. Access to be altered.
84	\$4,750.00	Formal	True Value Retail	4.0	Ingress/egress change, parking impacted.
85	\$4,750.00	Formal	Calliber Collision - zoned Heavy Indust.	4.43	Garage encroaches on adjoining parcel. Uneconomic remnants.
86	\$4,750.00	Formal	NAPA Auto Parts Retail - Zoned CC	0.916	Permanent loss of parking. Need cure to reconfigure parking. Building/TCE.
87	\$2,750.00	Formal Vacant	Vacant? Zoned PD need to check	1.85	Direct access from Columbia Avenue lost.
89	\$2,750.00	Formal Vacant	Vacant? Zoned PD need to check	0.957	Direct access from Columbia Avenue lost.
90	\$4,750.00	Formal	Market/Deli	0.394	Loss of access. Parking temporarily impacted.
91	\$2,750.00	Formal Vacant	Garage Flower Shop	2.39	Parking loss. Full access reduced to right-in/right-out.
92	\$2,250.00	FPA	Strip Retail/Restaurant	0.853	Minor impact.
102	\$2,250.00	FPA	Single Family Dwelling	0.393	Minor impact.
Total	\$175,000.00				

*If Tracts 87, 89 & 91 are combined, then review fee would be \$3,500.

CBRE VALUATION & ADVISORY SERVICES

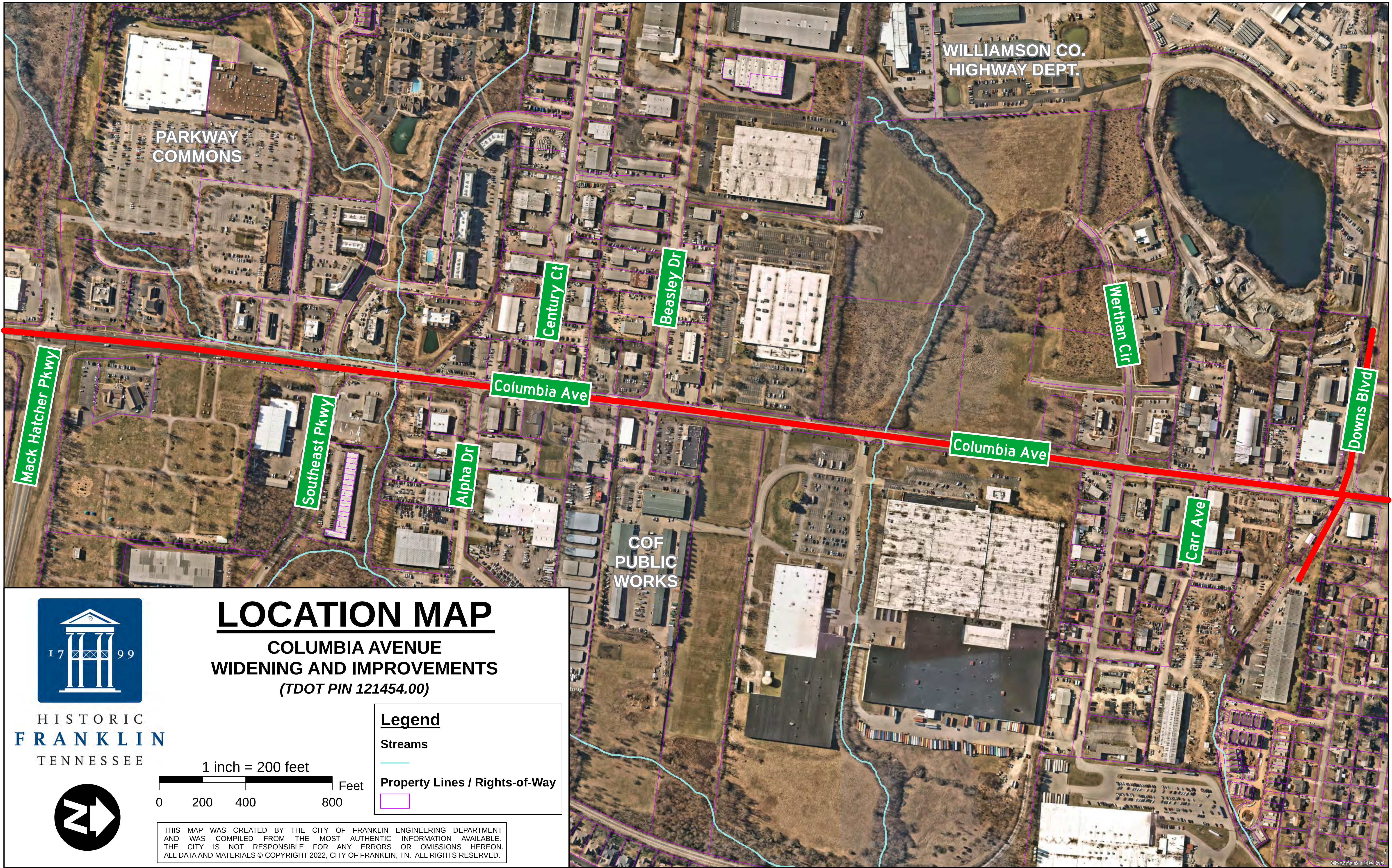
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CBRE





File #: 21-03359

DATE: June 30, 2022
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of Draft COF Contract No. 2022-0158, A Professional Services Agreement With Vaughn & Melton Consulting Engineers, Inc. For Right-Of-Way Acquisition/Negotiation Services On The Columbia Avenue Widening And Improvements Project At A Not To Exceed Cost Of \$376,930.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Professional Services Agreement (PSA) with Vaughn & Melton Consulting Engineers, Inc. (Vaughn & Melton) For Right-Of-Way Acquisition/Negotiation Services On The Columbia Avenue Widening And Improvements Project at a cost of \$376,930.00.

BACKGROUND/STAFF COMMENTS:

The widening of Columbia Avenue (US-31/SR-6) is needed to accommodate the projected traffic volume and increase the mobility and safety to and from downtown Franklin. The project generally includes a new five-lane typical section, with medians in some locations, as originally proposed and approved via Resolution 2017-43. To limit impacts, staff has pushed as many utilities as possible into the roadway.

On September 22, 2020, City staff received approval from the Tennessee Department of Transportation (TDOT) to proceed with the right-of-way acquisition phase for the Columbia Ave Widening and Improvements Project (TDOT PIN 121454.00). Since that time, staff has been working to finalize the utility design, right-of-way plan revisions, and the necessary easements and legal descriptions.

Below are some key dates associated with the project:

- July 14, 2015 - BOMA unanimously approved the Local Agency Project Agreement which formally began the Columbia Ave Widening & Improvements Project.
- September 1, 2015 - City staff received approval from TDOT to start the environmental phase of the project.

- September 12, 2017 - BOMA approved Resolution 2017-43, "A Resolution to Select the Corridor Design Concept for the Columbia Ave Widening & Improvements Project". Option 1 - Five Lane Concept (with access management) was selected.
- April 26, 2018 - City staff received approval from TDOT to proceed with preliminary engineering for the final design.
- September 22, 2020 - City Staff received approval from TDOT to proceed with the right-of-way acquisition phase.
- June 29, 2021 - Required plan revisions were finalized in order to proceed with contracting with right-of-way appraisal and acquisition consultants.
- October 6, 2021 - After review and approval from TDOT, formal solicitations for consultant title reports, closing agents, appraisers, review appraisers, and negotiators were advertised.
- January 26, 2022 - The top 3 ranked consultants submitted their formal Phase 2 qualifications in order to review and decide if interviews were necessary (The top 3 consultants were chosen from the initial Phase 1 "letters of interest" submittal in November 2021).
- April 2022 - Formal consultant interviews were held with the right-of-way negotiation consultants.
- June 2022 - Contract negotiations were finalized with the top ranked consultants and ready for Board review and approval.

This PSA with Vaughn & Melton is for right-of-way acquisition/negotiation services. Vaughn & Melton will act as the City's ROW Agent throughout the entire right-of-way process from initial property owner contact to delivery of the final transmittal to the City for each parcel. Vaughn & Melton will provide the following services:

- Initiate appraisers as required by the project to generate fair market value reports with a review report or nominal payment parcel offer where applicable.
- Initiate title attorney to produce title reports showing all interest in the subject property and perform closings.
- Provide a weekly status report from initial contact to closing.
- Provide qualified agents to prepare documents after study of appraisal(s), liens, leasehold interest and title information for negotiations on each parcel or any interest in the parcel.
- Contact all interests as required per parcel and present written offers for property as appraised and reviewed. (Confirm title information and all interests to be released with owner.)
- Conduct negotiations in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Act, and TDOT Local Programs Local Government Guidelines Manual.
- Negotiations will begin within 60 days of the appraisal review date. Offers will be made in "batches" of 5 to 10 tracts as determined at the Preliminary Group Inspection/Kick-Off Meeting.
- Conclude negotiations with documentation of settlement amounts or condemnation process to be implemented as required.
- Support Closing: Provide correspondence to the attorney for closing as needed to include all information required for deed preparation, releases, etc.
- Maintain Proper Documentation: Files for each parcel, property owner, lease or occupant will be generated for all negotiations.

FINANCIAL IMPACT:

The Columbia Avenue Widening and Improvements Project, in its basic form, is funded entirely by Federal and State Funds (80% Fed/20% State). Because the City of Franklin is managing this project, it will be required to initially pay invoices and then request reimbursement from TDOT.

The project is currently funded from a combination of sources: up to \$28.8M in Federal Surface Transportation Block Grant (STBG) funds, up to \$3.8M in State transportation funds, and approximately \$3.6M in Local funds (The city requested that TDOT cover these additional Local costs, and are awaiting a response).

Per the negotiated scope of services, the professional right-of-way acquisition/negotiation services are at a not-to-exceed fee of \$376,930.00.

RECOMMENDATION:

Staff recommends that COF Contract No. 2022-0158, a Professional Services Agreement with Vaughn & Melton Consulting Engineers, Inc., be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2022-0158**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **VAUGHN & MELTON CONSULTING ENGINEERS, INC.** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. The City desires to retain the Consultant to provide **right-of-way acquisition/negotiation services** in connection with the City's project hereinafter referenced as the Project. The Project is described as follows:

Right-of-Way Acquisition/Negotiation Services for the Columbia Avenue Widening and Improvements Project

1. SCOPE OF SERVICES. The Consultant shall provide **right-of-way acquisition/negotiation 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. The 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 the event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. The Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the **Not to Exceed** Amount of **Three Hundred Seventy-Six Thousand Nine Hundred Thirty and NO/100 Dollars (\$376,930.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the ____ Day of _____ 20__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. The Consultant will:

- 1.1 Act for the 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 the City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), the 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 the 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 the City at all reasonable times.

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

- 2.1 Provide the 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 the Consultant's necessary field studies and surveys. The 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 the Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund the Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 The 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 The 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 the City nor the 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. The Consultant agrees to indemnify and hold the City harmless from and against legal liability for all claims, judgments, losses, damages, and expenses to the extent such claims, judgments, losses, damages, or expenses are caused by the Consultant's negligent act, error or omission in the performance of the Services of this Agreement. In the event claims, judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of the Consultant and the 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. The 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 the 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 the 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;
- (4) 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. The Consultant shall provide the Services as described in Scope of Services attached hereto as Attachment A and incorporated herein by reference.

- 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 the City request changes in the scope, extent, or character of the Project, the fee and the time of performance of the 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 the Consultant pursuant to this Agreement are

instruments of service in respect to the Project. The City shall retain an ownership and property interest therein whether or not the Project is completed.

7.1.1 USE OF DATA SYSTEMS. The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by the Consultant through information supplied to the Consultant by the City.

7.1.2 DISCLOSURE OF DOCUMENTS/DATA. The City may be required to disclose documents or data under state or federal law. The City shall notify the Consultant if a request for data or documents has been made and shall give the Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. The 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, the Consultant agrees to indemnify, defend, and hold harmless the 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 the City's reliance upon the Consultant representation that materials supplied by the Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads the Consultant and the Consultant assumes control over that claim.

7.2 By execution of this Agreement, the 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 the 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 the 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 the City shall be used by the Consultant only for the Project as described herein. The City's posting or publication of such documents created by the Consultant for the City shall constitute fair use and shall not constitute an infringement of the Consultant's copyright, if any.

7.3 Documents that may be relied upon by the 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 the Consultant to the City are only for convenience of the City, unless the delivery of the Project in electronic media format has been dictated in the Scope of Services attached hereto as Attachment A. 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, the Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.

7.5 When transferring documents in electronic media format, the 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, the Consultant at the beginning of this Project.

- 7.6 The 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 the City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant or to the 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 the Consultant to further compensation at rates to be agreed upon by the City and the Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, the 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 The Consultant shall add the City as an additional insured on all policies unless otherwise prohibited.
- 8.3 The Consultant shall, upon execution of this Agreement, furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to the 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. The 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 the City deems adequate to indemnify the City, the 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 The City will pay the Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. The 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. The City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and the 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 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the 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 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD-PARTY RIGHTS CREATED. The City and the 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 the City and the Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by the Consultant to limit its liability shall be void and unenforceable.
- 10.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION. This Agreement is a covered transaction for the purposes of 2 CFR Part 180 and 2 CFR Part 1200. As such, the Consultant is required to verify that none of the Consultant's principals (as defined at 2 CFR §180.995) or its affiliates (as defined at 2 CFR §180.905) are excluded (as defined at 2 CFR §180.940) or disqualified (as defined at 2 CFR §180.935).
- 10.5.1 The Consultant must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 1200, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into as a part of this Agreement.
- 10.5.2 This certification is a material representation of fact relied upon by the City of Franklin. If it is later determined that the Consultant did not comply with 2 CFR Part 180, Subpart C and/or 2 CFR Part 1200, Subpart C, in addition to remedies available to the City of Franklin, the State of Tennessee and/or the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- 10.5.3 The Consultant agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR 1200, Subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement and Project. The Consultant agrees to include a provision requiring such compliance in its lower tier covered transactions.

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 the City and the 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 the City and the Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

(Signatures on Following Page)

THE CITY OF FRANKLIN, TENNESSEE:

**VAUGHN & MELTON CONSULTING
ENGINEERS, INC.:**

(Signature)

Name: Dr. Ken Moore

Title: Mayor

Date: _____

(Signature)

Name: _____

Title: _____

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney



June 21, 2022

**Mr. William Banks, P.E.
Engineer 3
City of Franklin Engineering Department
109 Third Avenue South, Suite 133
Franklin, TN 37064
Direct – 615.550.6677**

**RE: Columbia Avenue Widening and Improvements Project – ROW Services
State Project # 94LPLM-F3-079
Federal Project # STP-M-NH-6(110)**

Vaughn & Melton Consulting Engineers, Inc. is pleased to present our scope and fee proposal for the Right of Way process pertaining to the Columbia Avenue Widening and Improvements Project. We propose to act as the City of Franklin's Right of Way agent throughout the entire Right of Way process from initial contact to delivery of the final transmittal to the City of Franklin for each parcel.

The project, as we understand, is the widening and improvement of Columbia Avenue from SR-397 (Mark Hatcher Parkway) to Downs Boulevard. The improvement will entail grading, drainage, paving, marking, signals, and signage. Also included is the addition of a six-foot sidewalk along each side the roadway. There are 58 tracts requiring acquisitions. There are no total takes. We estimate there are 4 tracts that necessitate relocation. No utility adjustments will be required.

V&M to provide:

- Initiate appraisers as required by the project to generate fair market value reports with a review report or nominal payment parcel offer where applicable.
- Initiate title attorney to produce title reports showing all interest in the subject property and perform closings.
- Provide weekly status report from initial contact to closing.
- Provide qualified agents to prepare documents after study of appraisal(s), liens, leasehold interest and title information for negotiations on each parcel or any interest in the parcel.
- Contact all interest as required per parcel and present written offers for property as appraised and reviewed. (Confirm title information and all interest to be released with owner.)
- Conduct negotiations in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Act, and TDOT Local Programs Local Government Guidelines Manual.
- Negotiations will begin within 60 days of appraisal review date. Offers will be made in "batches" of 5 to 10 tracts as determined at Preliminary Group Inspection/Kick-Off Meeting.
- Conclude negotiations with documentation of settlement amounts or condemnation process to be implemented as required.
- Closing: Provide correspondence to the attorney for closing as needed to include all information required for deed preparation, releases, etc.
- Parcel files: Files for each parcel, property owner, lease or occupant will be generated for all negotiations.



RIGHT-OF-WAY ACQUISITION/NEGOTIATION SERVICES
Columbia Avenue Widening and Improvements Project
Franklin, Tennessee

Tract	Acquisition Type	FEE			Notes
		Negotiation	Staking	Tract Total	
1	Acquisition Only	\$ 5,735.00	\$ 750.00	\$ 6,485.00	Acq. Agent 56 Hours / PM 1 Hour
6	Acquisition Only	\$ 5,735.00	\$ 750.00	\$ 6,485.00	Acq. Agent 56 Hours / PM 1 Hour
7	Acquisition Only	\$ 6,335.00	\$ 750.00	\$ 7,085.00	Acq. Agent 62 Hours / PM 1 Hour
8	Acquisition Only	\$ 6,335.00	\$ 750.00	\$ 7,085.00	Acq. Agent 62 Hours / PM 1 Hour
9	Acquisition Only	\$ 5,935.00	\$ 750.00	\$ 6,685.00	Acq. Agent 58 Hours / PM 1 Hour
10	Acquisition Only	\$ 5,935.00	\$ 750.00	\$ 6,685.00	Acq. Agent 58 Hours / PM 1 Hour
11	Acquisition Only	\$ 5,935.00	\$ 750.00	\$ 6,685.00	Acq. Agent 58 Hours / PM 1 Hour
12	Acquisition Only	\$ 5,935.00	\$ 750.00	\$ 6,685.00	Acq. Agent 58 Hours / PM 1 Hour
13	Acquisition Only	\$ 5,735.00	\$ 750.00	\$ 6,485.00	Acq. Agent 56 Hours / PM 1 Hour
14	Acquisition Only	\$ 4,335.00	\$ 750.00	\$ 5,085.00	Acq. Agent 56 Hours / PM 1 Hour
17	Acquisition Only	\$ 4,335.00	\$ 750.00	\$ 5,085.00	Acq. Agent 56 Hours / PM 1 Hour
18	Acquisition Only	\$ 4,335.00	\$ 750.00	\$ 5,085.00	Acq. Agent 56 Hours / PM 1 Hour
20	Acquisition Only	\$ 4,535.00	\$ 750.00	\$ 5,285.00	Acq. Agent 58 Hours / PM 1 Hour
21	Acquisition Only	\$ 4,335.00	\$ 750.00	\$ 5,085.00	Acq. Agent 56 Hours / PM 1 Hour
22	Acquisition Only	\$ 4,535.00	\$ 750.00	\$ 5,285.00	Acq. Agent 58 Hours / PM 1 Hour
28	Acquisition Only	\$ 4,535.00	\$ 750.00	\$ 5,285.00	Acq. Agent 58 Hours / PM 1 Hour
29	Acquisition Only	\$ 4,735.00	\$ 750.00	\$ 5,485.00	Acq. Agent 60 Hours / PM 1 Hour
30	Acquisition Only	\$ 4,335.00	\$ 750.00	\$ 5,085.00	Acq. Agent 56 Hours / PM 1 Hour
31	Acquisition Only	\$ 4,335.00	\$ 750.00	\$ 5,085.00	Acq. Agent 56 Hours / PM 1 Hour
32	Acquisition Only	\$ 4,335.00	\$ 750.00	\$ 5,085.00	Acq. Agent 56 Hours / PM 1 Hour
33	Acquisition Only	\$ 4,335.00	\$ 750.00	\$ 5,085.00	Acq. Agent 56 Hours / PM 1 Hour
34	Relocation	\$ 8,335.00	\$ 750.00	\$ 9,085.00	Acq. Agent 96 Hours / PM 1 Hour
35	Acquisition Only	\$ 4,535.00	\$ 750.00	\$ 5,285.00	Acq. Agent 58 Hours / PM 1 Hour
36	Relocation	\$ 8,135.00	\$ 750.00	\$ 8,885.00	Acq. Agent 94 Hours / PM 1 Hour
37	Acquisition Only	\$ 4,335.00	\$ 750.00	\$ 5,085.00	Acq. Agent 56 Hours / PM 1 Hour
42	Relocation	\$ 8,135.00	\$ 750.00	\$ 8,885.00	Acq. Agent 94 Hours / PM 1 Hour
43	Acquisition Only	\$ 5,935.00	\$ 750.00	\$ 6,685.00	Acq. Agent 58 Hours / PM 1 Hour
44	Acquisition Only	\$ 5,935.00	\$ 750.00	\$ 6,685.00	Acq. Agent 58 Hours / PM 1 Hour
45	Acquisition Only	\$ 5,935.00	\$ 750.00	\$ 6,685.00	Acq. Agent 58 Hours / PM 1 Hour
46	Acquisition Only	\$ 5,735.00	\$ 750.00	\$ 6,485.00	Acq. Agent 56 Hours / PM 1 Hour
47	Acquisition Only	\$ 5,935.00	\$ 750.00	\$ 6,685.00	Acq. Agent 58 Hours / PM 1 Hour
48	Acquisition Only	\$ 5,535.00	\$ 750.00	\$ 6,285.00	Acq. Agent 54 Hours / PM 1 Hour
49	Acquisition Only	\$ 6,335.00	\$ 750.00	\$ 7,085.00	Acq. Agent 62 Hours / PM 1 Hour
50	Acquisition Only	\$ 5,735.00	\$ 750.00	\$ 6,485.00	Acq. Agent 56 Hours / PM 1 Hour
56	Acquisition Only	\$ 6,135.00	\$ 750.00	\$ 6,885.00	Acq. Agent 60 Hours / PM 1 Hour
57	Acquisition Only	\$ 5,735.00	\$ 750.00	\$ 6,485.00	Acq. Agent 56 Hours / PM 1 Hour
58	Acquisition Only	\$ 5,935.00	\$ 750.00	\$ 6,685.00	Acq. Agent 58 Hours / PM 1 Hour
59	Acquisition Only	\$ 5,735.00	\$ 750.00	\$ 6,485.00	Acq. Agent 56 Hours / PM 1 Hour
60	Acquisition Only	\$ 6,135.00	\$ 750.00	\$ 6,885.00	Acq. Agent 60 Hours / PM 1 Hour
62	Acquisition Only	\$ 6,135.00	\$ 750.00	\$ 6,885.00	Acq. Agent 60 Hours / PM 1 Hour
63	Acquisition Only	\$ 5,735.00	\$ 750.00	\$ 6,485.00	Acq. Agent 56 Hours / PM 1 Hour
64	Acquisition Only	\$ 5,935.00	\$ 750.00	\$ 6,685.00	Acq. Agent 58 Hours / PM 1 Hour
71	Acquisition Only	\$ 5,735.00	\$ 750.00	\$ 6,485.00	Acq. Agent 56 Hours / PM 1 Hour
74	Acquisition Only	\$ 5,935.00	\$ 750.00	\$ 6,685.00	Acq. Agent 58 Hours / PM 1 Hour
75	Acquisition Only	\$ 5,735.00	\$ 750.00	\$ 6,485.00	Acq. Agent 56 Hours / PM 1 Hour
76	Acquisition Only	\$ 6,135.00	\$ 750.00	\$ 6,885.00	Acq. Agent 60 Hours / PM 1 Hour
77	Acquisition Only	\$ 5,535.00	\$ 750.00	\$ 6,285.00	Acq. Agent 54 Hours / PM 1 Hour
82	Acquisition Only	\$ 5,935.00	\$ 750.00	\$ 6,685.00	Acq. Agent 58 Hours / PM 1 Hour
83	Relocation	\$ 9,735.00	\$ 750.00	\$ 10,485.00	Acq. Agent 96 Hours / PM 1 Hour
84	Acquisition Only	\$ 6,135.00	\$ 750.00	\$ 6,885.00	Acq. Agent 60 Hours / PM 1 Hour
85	Acquisition Only	\$ 5,735.00	\$ 750.00	\$ 6,485.00	Acq. Agent 56 Hours / PM 1 Hour
86	Acquisition Only	\$ 6,735.00	\$ 750.00	\$ 7,485.00	Acq. Agent 66 Hours / PM 1 Hour
87	Acquisition Only	\$ 5,735.00	\$ 750.00	\$ 6,485.00	Acq. Agent 56 Hours / PM 1 Hour
89	Acquisition Only	\$ 5,735.00	\$ 750.00	\$ 6,485.00	Acq. Agent 56 Hours / PM 1 Hour
90	Acquisition Only	\$ 6,735.00	\$ 750.00	\$ 7,485.00	Acq. Agent 66 Hours / PM 1 Hour
91	Acquisition Only	\$ 5,735.00	\$ 750.00	\$ 6,485.00	Acq. Agent 56 Hours / PM 1 Hour
92	Acquisition Only	\$ 5,735.00	\$ 750.00	\$ 6,485.00	Acq. Agent 56 Hours / PM 1 Hour
102	Acquisition Only	\$ 5,735.00	\$ 750.00	\$ 6,485.00	Acq. Agent 56 Hours / PM 1 Hour
TOTAL				\$ 376,930.00	

Residential property



This is only an estimate which will be adjusted to billing for actual hours of work performed. Contract will be based on the unit prices and our current hourly rates for each classification with a do not exceed amount of \$376,930.00 (Three Hundred Seventy-Six Thousand Nine Hundred Thirty Dollars). This fee is based on the current ROW plans and acquisition table. Invoices will be submitted monthly and will include a detailed description of personnel and time for services rendered. The invoices will also include the remaining balance of the contract.

If you have any questions, please give me a call.

Thank you,
Vaughn & Melton Consulting Engineers, Inc.

A handwritten signature in blue ink, reading 'Michael Gresham'. The signature is fluid and cursive, written in a professional style.

Michael Gresham
Project Manager



Vaughn & Melton, (V&M) will provide professional engineering services at an hourly rate for each classification as follows:

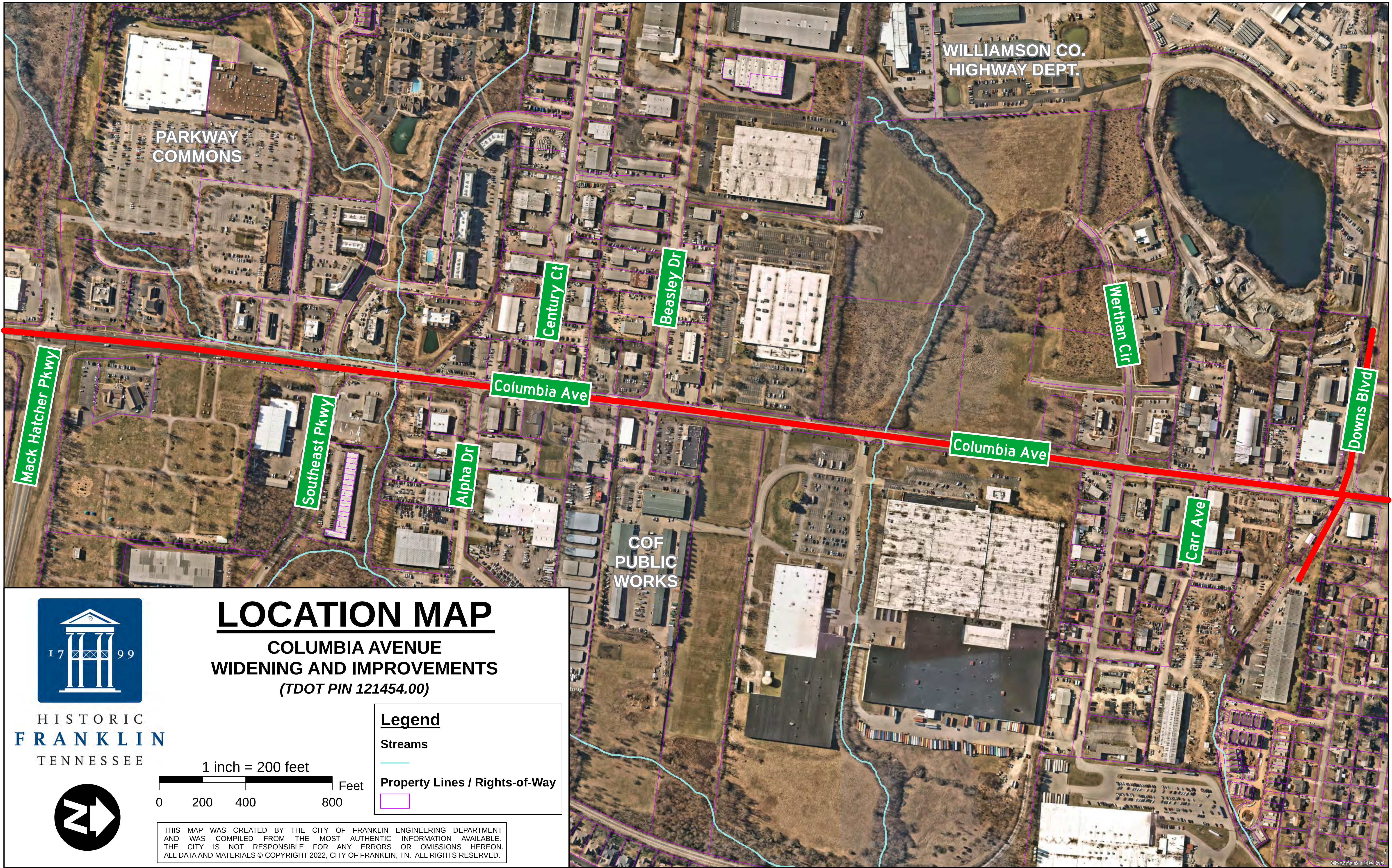
<u>Job Classification</u>	<u>Hourly Rate</u>
Principal	\$225.00
Senior Project Manager II	200.00
Senior Project Manager I	175.00
Project Manager II	155.00
Project Manager I	135.00
Senior Licensed Design Professional	165.00
Licensed Professional II	140.00
Licensed Professional I	120.00
Construction Engineer II	125.00
Construction Engineer I	105.00
Graduate Engineer (EIT)	100.00
Senior Designer II	150.00
Senior Designer I	120.00
Senior Environmental Scientist	120.00
Environmental Scientist	100.00
CADD Technician IV	100.00
CADD Technician III	85.00
CADD Technician II	70.00
CADD Technician I	55.00
CEI Technician IV	115.00
CEI Technician III	100.00
CEI Technician II	85.00
CEI Technician I	65.00
Clerical Administration II	70.00
Clerical Administration I	60.00
ROW Agent III	130.00
ROW Agent II	100.00
ROW Agent I	90.00
Survey Party (4-Man)	215.00
Survey Party (3-Man or 2-man w/Robotic or GPS)	185.00
Survey Party (2-man)	130.00
Survey Party (1-man w/Robotic or GPS)	100.00
Conductive Locator (1-Man)	90.00
Ground Penetrating Radar (1-Man)	125.00
Vacuum Excavation (2-Man)	265.00

The above rates would be full compensation, including fringe benefits and overhead items for each hour worked by an employee; except the following expenses properly chargeable to the project, which would be reimbursed at cost:

- (1) Other consultant fees as approved by the Owner (or his Agent).

V&M will furnish, at the request of the Owner, monthly time sheets and an hourly breakdown for each employee working on said project with V&M's monthly invoice. The invoice and time sheets would be certified that the employee's worked the hours shown, at the classification designated.

Effective May 1, 2021





File #: 21-03360

DATE: June 30, 2022
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of Draft Amendment 1 To COF Contract No. 2021-0342, A Professional Services Agreement With Surveying And Mapping, LLC, For Subsurface Utility Engineering For The Church Street Improvements Project At An Additional Cost Not To Exceed \$30,007.72.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to the Professional Services Agreement (PSA) with Surveying and Mapping, LLC (SAM) for Subsurface Utility Engineering (SUE) for the Church Street Improvements Project at a cost of \$30,007.72.

BACKGROUND/STAFF COMMENTS:

On August 13, 2019, the BOMA approved Resolution 2019-68 to adopt the project list for the fiscal years (FYs) 2019-2028 Capital Investment Program (CIP). The Church Street Improvements Project, from Columbia Avenue to 1st Avenue South/Harpeth River, was included in that adopted project list at an estimated cost of \$11,231,644. The anticipated improvements include: new water and sanitary sewer upgrades, a new 60-inch storm sewer trunk line (proposed to help with the Parkview area drainage concerns), the possible relocation of aerial utilities into underground duct banks, new storm sewer infrastructure, new sidewalks, and upgraded street lighting. The functional design was also coordinated with the City Hall Facility Project.

Because of the vast number of necessary utility relocations within the narrow roadway footprint of Church Street, staff determined that it was in the City's best interest to perform Subsurface Utility Engineering (SUE), prior to beginning the project design phase. SUE is a sub-discipline of civil engineering that defines the process of locating and documenting existing underground utilities. This process helps identify potential conflicts that can then be mitigated or resolved completely prior to construction. There are four (4) standard levels, known as quality levels (QL), of SUE (listed in order from least to most complex):

- QL-D: information based on records only
- QL-C: includes QL-D and visible above ground features such as: manholes, valve boxes, posts, poles, etc.

- QL-B: includes QL-C and geophysical data (e.g. ground penetrating radar)
- QL-A: includes QL-B and non-destructive excavation (e.g. air or hydro-excavation / "potholing") to determine the precise location, dimensions, and condition of underground utilities.

On January 25, 2022, BOMA approved a PSA (COF Contract No. 2021-0342) with Surveying and Mapping, LLC. (SAM) to perform the SUE on Church Street. For this project, SAM provided QL-B and some QL-A investigations, which resulted in a formal report and CAD file containing the existing utilities found during the investigation. The information provided by SAM was critical in providing a design that can be constructed on time and in a manner that is the least disruptive to surrounding businesses and residents.

This Amendment 1 to SAM's PSA includes the following additions:

1. Multi-channel ground penetrating radar (GPR) services (SAM's Raptor system) are needed to help further identify/locate the existing AT&T fiber duct bank running along the north sidewalk area. The initial QL-B data indicated a potential conflict between the AT&T fiber duct bank and the project's proposed decorative street lights. Per SAM, The Raptor system utilizes multi-channel ground penetrating radar for utility locating and mapping. The Raptor utilizes 18 separate channels at 450 MHz to cover wide surfaces in a single path. Data is spatially identified using GPS surveying technology. These units also detect additional features such as voids, trench sizes, backfill identification, abandoned underground structures, and other anomalies not identifiable by other means. Using this technology can allow us to clarify the horizontal and vertical position of the utilities, while modeling other features identified during the scan. From this, 3-D elements can be added as a deliverable.
2. The original contract scope included an estimated 30 QL-A test holes, to establish the exact location and elevation of potential utility conflicts at critical design locations. After the QL-B data was delivered, an additional 6 test holes (utility conflict areas) were identified. SAM will now provide 36 test holes to accurately identify potential utility conflicts.

FINANCIAL IMPACT:

The original PSA (COF Contract No. 2021-0342) was paid monthly with a contract ceiling not to exceed \$120,206.40. This Amendment 1 includes an additional \$30,007.72 for the services listed above. The new not-to-exceed contract total is \$150,214.12.

It is anticipated that project expenses will continue to be charged to General Ledger (GL) Code 310-89420-43100.

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2021-0342 with Surveying And Mapping, LLC be recommended for approval by the Board of Mayor and Aldermen.

**AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR SUBSURFACE UTILITY ENGINEERING FOR THE CHURCH STREET IMPROVEMENTS PROJECT
COF Contract No. 2021-0342**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 20____, by and between the **City of Franklin, Tennessee** ("City") and **Surveying and Mapping, LLC** ("Consultant").

WITNESSETH:

WHEREAS, on **January 25, 2022**, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled **Subsurface Utility Engineering for the Church Street Improvements Project**; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a **Fee Not-to-Exceed ONE HUNDRED TWENTY THOUSAND TWO HUNDRED SIX AND 40/100 DOLLARS (\$120,206.40)** to provide **survey, engineering, and related technical services**, as detailed in the Scope of Services; and

WHEREAS, **additional Subsurface Utility Engineering/survey information is required to properly locate recently identified utility conflicts**; and

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated **May 26, 2022**, to provide the additional services requested by the City at a **Lump Sum Cost Increase of THIRTY THOUSAND SEVEN AND 72/100 DOLLARS (\$30,007.72)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an Amendment to the Agreement for the Project as proposed.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. The Consultant agrees to perform the work as proposed in Attachment A, dated **May 26, 2022**, which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. The City shall pay the Consultant for the cost of the work as described in Attachment A in the **Lump Sum** amount of **THIRTY THOUSAND SEVEN AND 72/100 DOLLARS (\$30,007.72)**.

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

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

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

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

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

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

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

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

All other provisions of the Agreement, dated **January 25, 2022**, are unchanged and remain in full force and effect.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties have executed this Amendment.

THE CITY OF FRANKLIN, TENNESSEE:

SURVEYING AND MAPPING, LLC.:

(Signature)

(Signature)

Name: Dr. Ken Moore

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney



SAM, LLC
9080 Barbee Lane, Suite 105 Knoxville, TN 37923
Ofc 865.200.4366
info@sam.biz www.sam.biz

Amendment 1 COF Contract 2021-0342
Attachment A

Delivery Method: Via Email: william.banks@franklin.tn.gov

May 26, 2022

William Banks, P.E.
City of Franklin
109 Third Avenue South • Suite 133
Franklin, TN 37064

**RE: Subsurface Utility Engineering Services
Church Street Improvement Project, Franklin, TN
1021066500**

Dear Mr. Banks:

Surveying And Mapping, LLC (SAM) is pleased to provide you with this proposal for Multi-Channel GPR services in connection with your request for the Church Street Improvement project located in Franklin, TN. The following Scope of Services with associated fees is based upon our understanding of the project and the information that you have provided.

After you have reviewed the attached proposed Scope of Services and associated fees, please do not hesitate to call if you have any questions or comments. Again, thank you for the opportunity to be of service. We are looking forward to working with you on this important project.

Sincerely,

A handwritten signature in blue ink that reads 'Andrew Clark'. The signature is fluid and cursive, with the first name 'Andrew' and last name 'Clark' clearly distinguishable.

Surveying And Mapping, LLC.

Andrew Clark
Project Manager
(c) 865-924-3398

Attachments :
Proposal
Attachment A - Site Map
Attachment B - SAM, LLC Hourly Rates

1.0 Project Description

SAM proposes to provide Multi-Channel GPR (Raptor) services in an attempt to further identify existing subsurface utilities within the outlined area shown on **Attachment A** (outlined area). This investigation is to aid in the Church Street Improvement project in Franklin, TN.

2.0 Scope of Services

The proposed scope of services includes:

2.1 Multi-Channel GPR Services

The Raptor system utilizing multi-channel ground penetrating radar for utility locating and mapping. The Raptor utilizes 18 separate channels at 450 MHz to cover wide surfaces in a single path. Data is spatially identified using GPS surveying technology. These units also detect additional features such as voids, trench sizes, backfill identification, abandoned underground structures, and other anomalies not identifiable by other means. Using this technology can allow us to clarify the horizontal and vertical position of the utilities, while modeling other features identified during the scan. From this, 3-D elements can be added to the deliverable. The scope of services will include the following elements:

- A kick off meeting with stateholders will be held to confirm project expectations.
- Raptor tow behind set up will be used to scan roadways within the project limits. The Raptor provides a 6 ft path of coverage. The Raptor will make two passes in each lane of roadway to provide full converge. Cross streets will be captured approximately 100 ft in each direction.
- Field data will be processed and analyzed using Raptor Support and Condor software. Raptor 2D imaging will be reviewed vs the existing utility data to assess consistency between the two data sets. An Excel table will be created to document findings and inconsistencies.
- SAM will provide a DWG file showing the Raptor imagery.
- Approximate depths of utilities in the roadway will be annotated in the separate Excel file.
- A summary meeting will be held to present our findings and to provide recommendations.

Limitations

The degree of success of GPR investigations are based entirely on the composition of the medium being studied and the depth and scale of the subsurface targets. Subsequently, due to the unknown nature of the soil and its susceptibility to the passage of radar/electromagnetic energy or the degree of which subsurface interfaces may produce distinguishable anomalies in the data, conclusive results cannot be guaranteed. Therefore, the possibility exists that our findings may prove inconclusive.

3.0 Cost Proposal

SAM, LLC proposes to complete the above described scope of services for the Not to Exceed Cost of **\$9,840.00**. The cost breakdown is provided in **Table 1** below. If additional services are provided, the work will be billed in accordance with our standard rate sheet included as **Attachment B**.

- **Table 1**
- **Cost Breakdown**

Task	Total
Multi-Channel GPR (Raptor) Data Collection/Processing	\$ 9,840.00
Locating - Quality Level A (<i>Estimated 6 new Locations/\$1,534.62 per location</i>) <i>If additional locations are selected, a minimum of 3 locations shall be selected.</i>	\$ 9,207.72
Traffic Control-Quality Level A (8 additional Days Estimated)	\$10,400.00
Total Not to Exceed Fee:	\$ 30,007.72

This cost estimate is based on our current understanding described in the project description, the scope of services, and the assumptions listed below. In the event these items change in the course of this project, the SAM project manager will be in touch concerning changes to the project cost and schedule.

4.0 Assumptions

Proposal

- This proposal is valid for a period of 90 days.

Required by Client

- **Access**
 - Client will provide complete access for SAM staff, equipment, and company vehicles, to the project site between the hours of 7:00 a.m. and 5:30 p.m. This is inclusive of sidewalks in front of businesses and private residences and curbside parking on either side of the road. Cars or other obstacles to progress will prevent full coverage.
- **Notification and Coordination**
 - Client will notify local property owners of the work activities and schedule.
 - Client will facilitate coordination with the site owners to the extent required.
- **Records**
 - To the extent available, client will provide copies of available records for existing facilities and improvements prior to commencement of work.
 - To the extent available, client will provide CAD file of existing survey information including previously found utilities, topographic features and survey control prior to the commencement of work.

- **Work Permits, Entry, and Training**
 - Client will facilitate work, excavation permits and entry forms to the extent required by the project.
 - Project specific training will not be required.
 - Confined space entry is not required.
- **Safety**
 - Client will facilitate safe access for vehicles, equipment, and personnel.

Traffic Control

- Traffic control will be limited to use of a chase car to protect the Raptor system and personnel.
- Traffic control requiring lane closures, traffic detouring, flag persons, police, etc., is considered special traffic control. At this time we do not expect any Traffic Control Costs. If special traffic control becomes necessary, a supplement or change order may be required.
- There shall be no lane closures or activity impacting the flow of traffic on any road near the entrances/exits to schools during the times that students arrive and leave. These times are typically from 6:30AM to 8:30AM and from 1:45PM to 3:30PM but may need to be lengthened and adjusted to ensure no traffic impact to the schools.

Weather

- SAM will notify the client of inclement weather or other issues that may impede or delay the investigation.

ATTACHMENT A SITE MAP

Area to be investigated (shown as blue-outlined/yellow-shaded)





ATTACHMENT B
SAM, LLC Hourly Rates
Effective January 2022

SURVEY OFFICE PERSONNEL RATES:

Office/Department Manager	\$215.00	per hour
Senior Project Manager	\$180.00	per hour
Project Manager	\$160.00	per hour
Staff Surveyor	\$145.00	per hour
Phase Manager	\$145.00	per hour
Project Coordinator	\$120.00	per hour
Senior Office Technician	\$100.00	per hour
Office Technician	\$95.00	per hour
Project Specialist	\$90.00	per hour
Administration / Clerical Support	\$80.00	per hour

SURVEY FIELD CREW RATES:

Field Ops Manager	\$135.00	per hour
Field Coordinator/Supervisor	\$110.00	per hour
One (1) Person Survey Field Crew	\$110.00	per hour
Two (2) Person Survey Field Crew	\$155.00	per hour
Three (3) Person Survey Field Crew	\$200.00	per hour
Additional Rodperson or Flagperson	\$45.00	per hour

UTILITY ENGINEERING OFFICE PERSONNEL RATES:

Office/Department Manager	\$215.00	per hour
Senior Project Manager	\$195.00	per hour
Project Manager/Senior Engineer	\$175.00	per hour
Staff Engineer	\$165.00	per hour
Phase Manager	\$155.00	per hour
Senior Office Technician	\$95.00	per hour
Office Technician	\$85.00	per hour
Senior Utility Coordinator	\$180.00	per hour
Utility Coordinator	\$150.00	per hour
Project Specialist	\$90.00	per hour
Administration/Clerical Support	\$80.00	per hour

UTILITY ENGINEERING FIELD CREW RATES:

Field Ops Manager	\$153.00	per hour
Field Coordinator/Supervisor	\$110.00	per hour
Field Technician	\$105.00	per hour
One (1) Person SUE Designating Crew	\$95.00	per hour
Two (2) Person SUE Designating Crew	\$172.00	per hour
Three (3) Person SUE Designating Crew	\$247.00	per hour
Two (2) Person Vac Crew with One (1) Unit	\$264.50	per hour
Three (3) Person Vac Crew with One (1) Unit	\$339.50	per hour

FIBER ENGINEERING PERSONNEL RATES:

Office/Department Manager	\$215.00	per hour
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Senior Project Manager	\$180.00	per hour
Project Manager	\$150.00	per hour
OSP Engineer III	\$120.00	per hour
OSP Engineer II	\$105.00	per hour
OSP Engineer I	\$95.00	per hour
Drafter	\$85.00	per hour
Project Specialist	\$90.00	per hour

FIBER ENGINEERING FIELD CREW RATES:

Fielder	\$95.00	per hour
OSP Inspector	\$95.00	per hour
Senior OSP Inspector	\$105.00	per hour

GEOSPATIAL OFFICE PERSONNEL RATES:

Director/Operations Manager	\$325.00	per hour
Senior Project Manager	\$240.00	per hour
Acquisition Manager	\$215.00	per hour
Project Manager	\$190.00	per hour
Aircraft Pilot	\$205.00	per hour
Two (2) Person UAS Geo Crew- Unmanned Pilot & Observer	\$215.00	per hour
Two (2) Person UAS Survey Crew- Unmanned Pilot & Observer	\$155.00	per hour
Three (3) Person UAS Crew- Unmanned Pilot & 2 Observers	\$350.00	per hour
Photogrammetrist / Project Lead / Sensor Operator (Tech 3)	\$130.00	per hour
Acquisition/ Calibration/ Aerial Triangulation Technician (Tech 2)	\$115.00	per hour
LiDAR/ Photogrammetry/ GIS Technician (Tech 1)	\$100.00	per hour
Project Specialist	\$90.00	per hour

GIS OFFICE PERSONNEL RATES:

Director/Operations Manager	\$185.00	per hour
Senior Project Manager	\$150.00	per hour
GIS Office Technician 1	\$70.00	per hour
GIS Office Technician 2	\$90.00	per hour
GIS Field Technician	\$80.00	per hour
IT/Web Administrator	\$150.00	per hour
Programmer	\$125.00	per hour
Project Specialist	\$90.00	per hour
Office Administration	\$120.00	per hour

SURVEY EQUIPMENT RATES:

GPS Receiver	\$10.00	per hour
Robotic Total Station S-7	\$13.25	per hour
Robotic Total Station S-9	\$66.75	per hour
SX-10	\$35.00	per hour
Tier 1 HDS Scanner (BLK360 & Faro)	\$33.00	per hour
Tier 2 HDS Scanner RTC 360	\$35.00	per hour
Tier 3 HDS Scanner Leica P20, P40, P50	\$312.00	per hour
Digital Level	\$4.00	per hour
UTV	\$18.00	per hour
Aluminum Boat	\$15.00	per hour
Echo Sounder- Remote Controlled Boat	\$25.00	per hour
Echo Sounder- Sonarmite	\$9.25	per hour
VM810 Survey	\$5.75	per hour



RD8000 Survey	\$11.50	per hour
IKE-IKE4	\$28.50	per hour
Tool Tracking Equipment (Hans Box & Traxall)	\$2.75	per hour
SPAR 300 Kit	\$5.00	per hour
Weather Station	\$6.00	per hour

UTILITY ENGINEERING EQUIPMENT RATES:

GPS Receiver	\$10.00	per hour
Robotic Total Station S-7	\$13.25	per hour
Robotic Total Station S-9	\$66.75	per hour
SX-10	\$35.00	per hour
Digital Level	\$4.00	per hour
UTV	\$18.00	per hour
SPAR 300 Kit	\$5.00	per hour
Vacuum Excavator Truck	\$92.50	per hour
Vacuum Excavator Towed	\$50.00	per hour
Vacuum Excavator (Canister)	\$4.00	per hour
Single Axle Trailer (Compressor/Generator-Towed) IR185	\$20.00	per hour
Magnetometer (EM-61)	\$88.40	per hour
SUE Equipment Package	\$7.00	per hour
Ground Penetrating Radar (GPR-Push Cart)	\$12.50	per hour
GPR Towed (Raptor Towed Array)	\$125.00	per hour
Confined Space Entry Package (CSE)	\$13.00	per hour
All Material Locator (AML PRO)	\$10.00	per hour

FIBER ENGINEERING EQUIPMENT RATES:

Fiber Engineering Equipment Package	\$13.50	per hour
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GEOSPATIAL EQUIPMENT RATES:

Riegl VQ 1560II	\$1,300.00	per hour
Riegl 480II or 780I	\$1,000.00	per hour
Mobile Mapping System, includes 360° Camera (Equipment Only)	\$1,000.00	per hour
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	\$200.00	per hour
HDS Laser Scanner	\$100.00	per hour
High Rail Equipped Vehicle	\$10.00	per hour
Weather Station	\$10.00	per hour
Oblique HD Camera System- Manned Aircraft	\$30.00	per hour
Video Camera System- Manned Aircraft	\$5.00	per hour
360° Camera System- Terrestrial or Marine Stand Alone	\$100.00	per hour
Helicopter (Turbine Engine Powered)	\$1,450.00	per hour
Helicopter (Reciprocal Engine Powered)	\$850.00	per hour
Fixed Wing Twin Engine (Piston)	\$1,300.00	per hour
Fixed Wing Single Engine (Piston)	\$750.00	per hour
Fixed Wing Single Engine (Turbine)	\$1,400.00	per hour
UAS Autel Devon2/ Mavic/ Phantom/ Small Lift TIER 1	\$50.00	per hour
UAS Alta-X/ Galaxy/ SkyFront Heavy Lift w/LiDAR TIER 3	\$300.00	per hour
UAS M600 type Inspection Platform TIER 2	\$75.00	per hour
Handheld DSLR Camera	\$50.00	per hour
GPS Receiver (Unmanned)	\$10.00	per hour
	\$100.00	per day
Geospatial Work Station	\$15.00	per hour



OTHER DIRECT RATES:

Lodging/ Per Diem*	GSA
Mileage	\$0.80 per mile
Additional Vehicle (plus mileage)	\$20.00 per hour
Environmental Supplies	\$25.00 per day
Recording Fees	At Cost Plus 10%
Permitting Fees	At Cost Plus 10%
Third-Party Traffic Control	At Cost Plus 10%
Metered Water	At Cost Plus 10%
Backfill Material	At Cost Plus 10%
Spoils Disposal	At Cost Plus 10%
Coring	At Cost Plus 10%
Document Reproduction	At Cost Plus 10%
Records Collection Fees	At Cost Plus 10%
All other services not described	At Cost Plus 10%

NOTES:

*Per Diem based on GSA rates and may change depending on location and availability of accommodations. This is a general practice and used for estimating purposes.

All holiday, travel, per diem, etc., and all additional items not listed herein shall only be permitted where approved by Company in writing and in advance for any particular project.

Overtime Rates:

The Overtime Rate for Field Crew shall be computed at 1.5 times the hourly rate in excess of 9 hours per day.

Travel & Subsistence:

All travel and subsistence expenses for personnel are invoiced at GSA Rates or as allowed by the Client contract. Cost of mileage on company-owned vehicles is computed at \$0.80 cents per mile.

Purchased Services:

All purchase services are invoiced at actual cost plus ten percent (10%) administrative fee. These include but are not limited to reproduction, computer time, long distance telephone, consultants, subcontract services, rented or leased equipment, expendable supplies, and project required special supplies.

Taxes:

Any state/local sales tax or gross receipts tax, if applicable to the services provided, are in addition to the hourly rates and will be applied on the invoice for services.

Labor Rate Adjustment:

The Schedule of Rates will remain in force for a twelve (12) month period from the effective date of utilization and subject to an escalation on each "twelve (12) month anniversary date" unless otherwise agreed to by Client contract. The escalation rate shall be the most recent 12-month Employment Cost Index (ECI) as published by the United States Department of Labor (DOL), Bureau of Labor Statistics. In no event shall the next twelve (12) month Schedule of Rates be less than the prior period.

Administrative Fee:

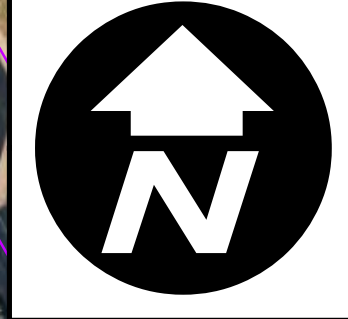
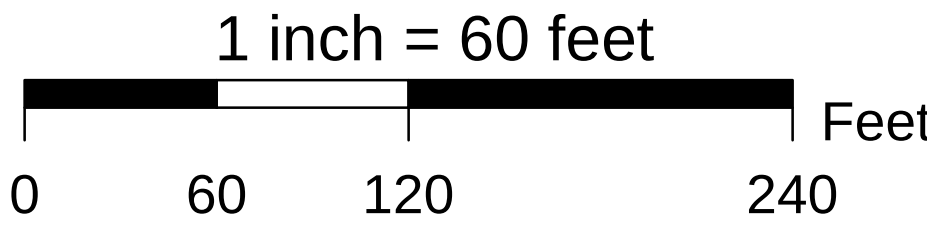
A fee equal to five percent of labor will be charged for technology and database management support.



HISTORIC
FRANKLIN
TENNESSEE

LOCATION MAP

CHURCH STREET
IMPROVEMENTS PROJECT
(COF PROJECT NO. 2019-019)



Legend

Property Lines / Rights-of-Way

THIS MAP WAS CREATED BY THE CITY OF FRANKLIN ENGINEERING DEPARTMENT AND WAS COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE CITY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS HEREON. ALL DATA AND MATERIALS © COPYRIGHT 2019, CITY OF FRANKLIN, TN. ALL RIGHTS RESERVED.



File #: 21-03368

DATE: July 5, 2022
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Grant Sewer Availability For 4038 Clovercroft Road (Map 079, Parcel 05500).

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 the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 6/16/2022.
SFUE's Requested: 22.
Domestic Water Meter Size(s): 2".

This property is located outside of the City limits, located on Clovercroft Road in the Mayes Creek Basin. The property was granted one SFUE of sewer availability by the Board of Mayor and Aldermen October 27, 2020, for a single-family home on the property, contingent on the property owner signing an annexation agreement. The annexation agreement was fully executed and recorded with the Williamson County Register of Deeds.

The property has since been sold, and the new owners are requesting sanitary sewer availability for a private school with an expected enrollment of 1200 students with a projected sanitary sewer flow of approximately 22 SFUE, however, they are requesting sanitary sewer without annexation into the City. A letter from the applicant accompanies this item.

The City policy, with each historical availability, is that sewer is provided to properties within the city limits, and annexation is generally required when properties outside the city limits desire city sewer services. In fact, this property, along with 4022, 4024, 4032, and 4036 Clovercroft Road, as well as Franklin Christian Church at Clovercroft Road and John Williams Road, already have fully executed and recorded annexation agreements in place. From a greater planning perspective, this section of Clovercroft Road is a small area of County properties surrounded by City properties, and it has always been anticipated that the County properties would annex into the City when they are ready to move forward with new development.

Many city plans and documents rely on this assumption as a basis for the City's growth in land area and infrastructure, as this area is well within the Urban Growth Boundary (UGB) and essentially creates a hole in the city as is, leading to leap-frog development and services as the City grows farther to the east. When County properties in this area of Clovercroft Road are ready to move forward with development, particularly development that relies on City sewer services, this is the appropriate time for the City to annex and fill in voids in our existing city boundaries to allow for more efficient delivery of City infrastructure and services.

A complicating factor to annexation of this particular property is that the proposed land use, a school, is not supported by Envision Franklin, the City's Land Use Plan, until a time when John Williams Road would be extended to Liberty Pike and a cross-access to the east (Franklin Christian Church) is provided so that traffic could be better dispersed, rather than placing all traffic onto Clovercroft Road. This is critical for a school with anticipated enrollment of 1200 students. Whether or not the school is located in the City or County, this is a significant concern for City residents that live in the immediate vicinity.

City planning staff has confirmed with the County planning staff that the school would be permitted in the existing County zoning district; however, it is unknown if any traffic improvements to Clovercroft Road would be required if the site plan were submitted to the County, as the County has yet to see a plan or traffic impact analysis (TIA) for the site. A TIA would be required regardless of City or County jurisdiction, and must include latest data from TIAs that have recently been performed in this area, including, but not limited to, the Poplar Farms development. The TIA must include queuing analysis of the intersection related to any drive that intersects Clovercroft Road to determine the lengths of turn bays that would be required along Clovercroft Road. The city has encountered situations with schools and churches within our UGB where the site plans were reviewed and approved by the County, but traffic improvements required were not to the standard that would be required under City review and approval.

Additional environmental site constraints exist that may or may not permit development to the extent as proposed by the school. City staff have identified that the proposed site layout may need to be revised to meet the City's maximum retaining wall standards, whereas the county does not have a maximum wall height. City staff has also identified that there is a potential stream that bisects the site that may significantly impact any development on the site, and this would be an issue whether the site plan is reviewed under City or County regulations. City staff would not support removal of this stream under our standards and the Developer would be required to appear before the Stormwater Appeals Board for approval of the impacts. Additionally, the Tennessee Department of Environment and Conservation (TDEC) would have to approve or deny the proposed stream mitigation.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the sewer availability be deferred until such time as the annexation agreements in place for the Clovercroft Road properties can be exercised and the properties are fully annexed into the City limits.



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: ☐ Water ☒ Sewer	
Project Name & Subdivision, Section, Lot #	Thales Academy		
Map & Parcel(s) #	079 055.00 000		
Property Address:	4038 Clovercroft Road, Franklin, TN 37067		
City Project # (If Applicable)	n/a		
# of Dwelling Units (If Residential)	n/a		
Applicant's Name & Company	Robert Corlett - Thales Academy		
Applicant's Address	3122 Heritage Trade Drive, Wake Forest, NC 27587		
Applicant's Email & Phone #	robert.corlett@captiveaire.com 919.605.3860		
Anticipated Water Meter Size(s) (see chart on pg. 3).	2"		
Water District:	Milcrofton		
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet –pg.4 Elementary School (w/o food service) 15 gals/pupil * 600 pupils = 9000 GPD. Scott Andrews note, 6/27/2022: Initial application had denial box checked below. After conversation with Robert Corlett, I changed the application to have the approve my request box checked. See email from Robert Corlett on 6/27/2022 for verification. The intent is to ask for sewer without annexation.			
		<i>use additional sheets as necessary</i>	
Anticipated sewage flows: Information Required for Sewer Service		7500 GPD	
If County is requiring this request please indicate if you are requesting an approval or denial:	☐ DENY my Request ☒ 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

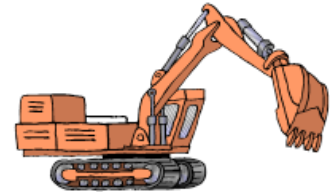
2022-06-16

For additional information or questions please call: 615-794-4554

Date Submitted: _____

MEMO

TO: Applicant
FROM: Water Management Department
DATE: May 2018
RE: Request for Water and/or Sewer Availability & Associated Costs



When considering development of a tract of land, one of the first steps a developer (or their design professional) should complete is the application for water and sewer availability. **Planned Unit Developments MUST have approved availability to be approved.**

The following items **SHALL** be included with a water and/or sewer availability request:

- Completed Application (ALL sections must be filled in)
- Project location map & Utility Plan (if available)
- Sewage Calculations (For Development projects only; Individual Single Family Homes are not required to submit these calculations).

Email Application to: availability@franklinton.gov

For additional information or questions please call: 615-794-4554

There is a 30 day maximum turnaround time for the requests. Unless your request requires Board of Mayor & Aldermen (BOMA) approval then applicant will be notified of the date of the BOMA meeting at which your request will be brought up.

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

- Construction plans are to be prepared and **submitted within one year from the granting of availability.**
- Construction of the water and sanitary sewer **improvements shall begin within one and one-half (1 ½) years from the granting of availability.**

OTHER RELATED INFORMATION:

- Pump stations and force mains are not allowed if the development can be served by extension of gravity sewer.
 - Any necessary Pump Station or Force Main shall be subject to approval by Water Dept. Director.
- **No customer shall supply water service to more than one dwelling or premise from a single service line.**

PROPERTIES OUTSIDE OF CITY LIMITS:

Per **Resolution 2015-32**: Annexation shall be required as a condition of approval for all properties outside the City Limits whether within the City's Urban Growth Boundary, or not, in order to be granted sanitary sewer availability. Annexation shall occur at such time the property becomes contiguous to the City's corporate limits or as determined by the Board of Mayor and Alderman.

- Applicant shall be required to sign the Annexation Agreement **after** Availability Request is approved by BOMA, and **before** the approved letter is issued.

SINGLE FAMILY APPLICANTS:

- Not all portions of the application will apply, please mark NA to those sections.
- If a main line extension is necessary you will be required to submit a plan & profile set for review and approval.

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

- Plans shall include: Site Layout & Location, Existing Utilities, Grading & EPSC, Plan & Profile, and Applicable Details.
- Include Final hydraulic analysis of the line/s. Use the City's standards for flow calculations.
- Water and Sewer Specifications are available on-line (in pdf form) for the convenience of the developer's engineer:
<http://www.franklinton.gov/government/engineering/development>

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

- Williamson County requires residents wishing to modify the septic system to first request availability with the City. You are required to complete the application and indicate whether you are requesting a denial or approval. (Indication does not guarantee final decision. BOMA must approve or deny your request).
- Septic System must be decommissioned per County standards:
<http://www.williamsoncounty-tn.gov/index.aspx?NID=126>

If you have any questions concerning this request, contact the City of Franklin Water Department at (615) 794-4554.

Tap Related Fees* *Does not include \$25 New Account Set up Fee*

Fee Description:	Applicable Utility	Fee Amount:
System Development Fee (SDF)	Water & Sewer	See Charts Below (based on meter size)
Access Fee	Water & Sewer	See Charts Below (based on meter size)
Effluent Disposal Fee (EDF)	Sewer	See Charts Below (based on meter size)
Tap Fee	Water & Sewer	See Charts Below (based on meter size)
Irrigation Fee	Water & Reclaim Water	See Charts Below (based on meter size)
Fire Sprinkler Fee (SDF)	Water (fire)	\$500 per diameter inch of connection line

Effective March 1, 2008, the fees and installation costs are as follows and are paid to the Building & Neighborhood Services Dept. 615-794-7012

WATER * City of Franklin Wat							
Meter Size	SFUE	GPM	SDF	Access Fees	Irrigation Meter ¹	Tap Existing ²	City making Tap ³
¾"	1	12.5	\$903	\$1,186	\$3,150	\$315	\$756
1"	13	50	\$3,612	\$4,746	\$4,725	\$374	\$897
1 ½"	30	120	\$8,619	\$11,390	\$6,300	\$656	\$1,444
2"	40	160	\$11,558	\$15,187	\$7,875	\$1,362	\$2,223
3"	88	350	\$25,284	\$33,222	\$9,450	\$1,581	\$3,654
4"	125	500	\$36,120	\$47,460	\$11,025	\$2,668	\$5,492
6"	300	1200	\$86,688	\$113,904	\$12,600	\$4,723	\$7,387
8"	375	1500	\$108,360	\$142,380	\$14,175	\$10,293	\$14,110

SEWER (Fees are based on water meter size regardless of water district)							
Meter Size	SFUE	GPM	SDF	Access Fee	Effluent Disposal ⁴	Tap Existing ²	City Making Tap ³
¾"	1	12.5	\$1,444	\$2,100	\$450	\$263	\$1,240
1"	13	50	\$5,775	\$8,400	\$1,800	\$263	\$1,240
1 ½"	30	120	\$13,860	\$20,160	\$4,320	\$263	\$1,240
2"	40	160	\$18,480	\$26,880	\$5,760	\$263	\$1,240
3"	88	350	\$40,425	\$58,800	\$12,600	\$263	\$1,240
4"	125	500	\$57,750	\$84,000	\$18,000	\$263	\$1,240
6"	300	1200	\$138,600	\$201,600	\$43,200	\$263	\$1,240
8"	375	1500	\$173,250	\$252,000	\$54,000	\$263	\$1,240

1- Irrigation Fees Include Meter Fee & \$25 Application Fee Only

3- City Installs Tap & Meter

2- Contractor Installs Tap & Meter – Subject to Addnl' Inspections

4- Fee Goes to Establishing Effluent Water System; paid with all Sewer Services

*** All Fees shall be paid prior to the issuance of a Building Permit or Utility Inspection, whichever occurs first. ***

Private Fire Hydrant and Sprinkler Systems – The SDF for connection of private fire hydrants and sprinkler system lines to the City of Franklin's (COF) lines shall be **\$500 per inch diameter of connection** to the City's lines. Radio-read meters will be required on all private fire hydrant and sprinkler systems.

UTILITY PERMIT RELATED FEES: PAID WITH PERMIT, NOT WITH AVAILABILITY REQUEST:

Only applicable if extending the water, sewer or reclaim water main lines.

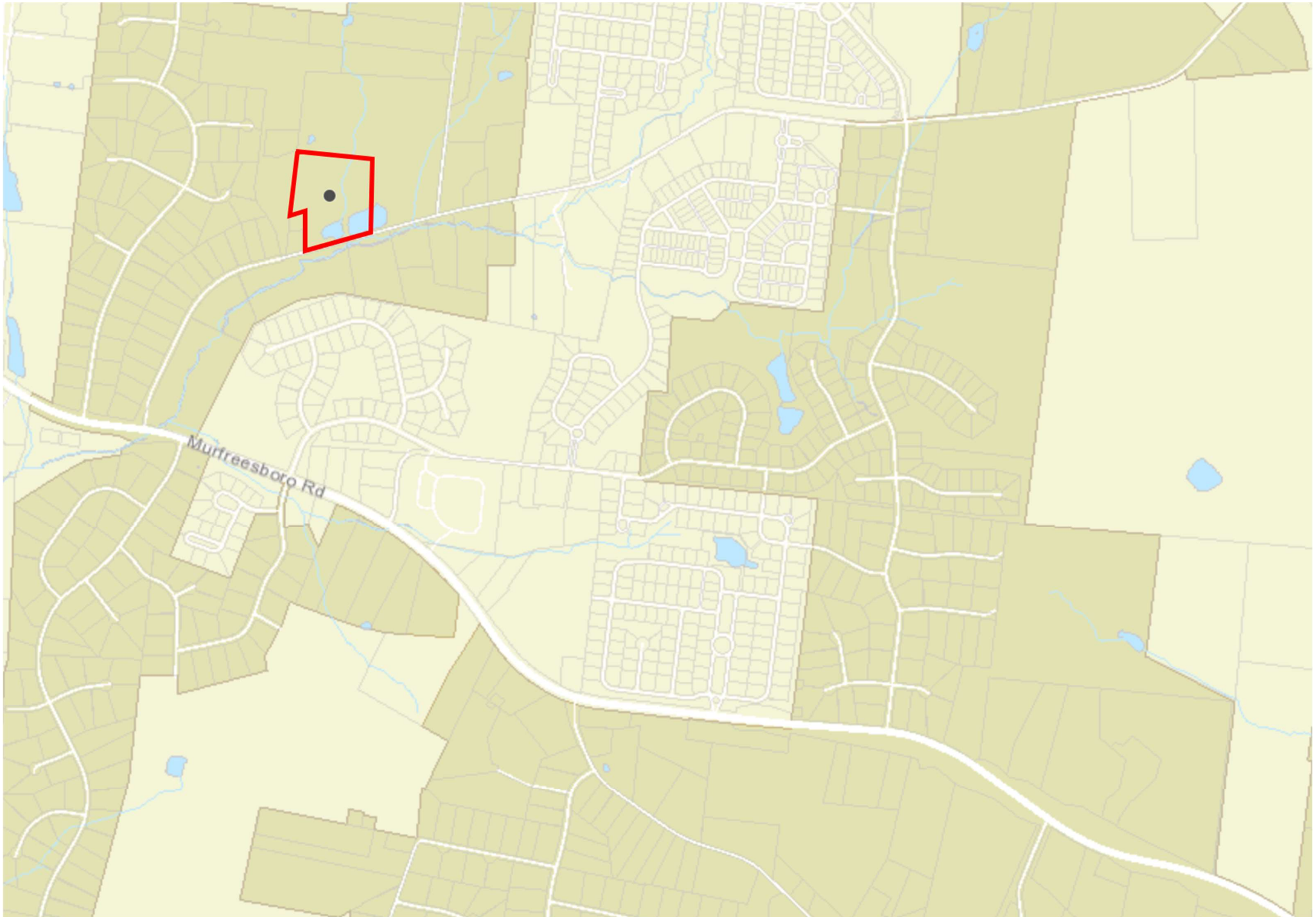
Fee Description	Applicable Utility	Fee Amount
Plan Review Fee	Water, Sewer & Reclaim Water	\$300 Water; \$300 Sewer & \$300 reclaim Water
Inspection fees:	Fee Rate	
Water Main Line	\$1.25/LF Water (minimum \$ 1,000)	
Sewer Gravity Main Line	\$2.00/LF (minimum \$1,000)	
Sewer Force Main Line	\$1.50/LF (minimum \$1,000)	
Reclaim Water	\$1.25/LF (minimum \$1,000)	

Checks are made payable to the City of Franklin. Please indicate what the payment is for on the check.

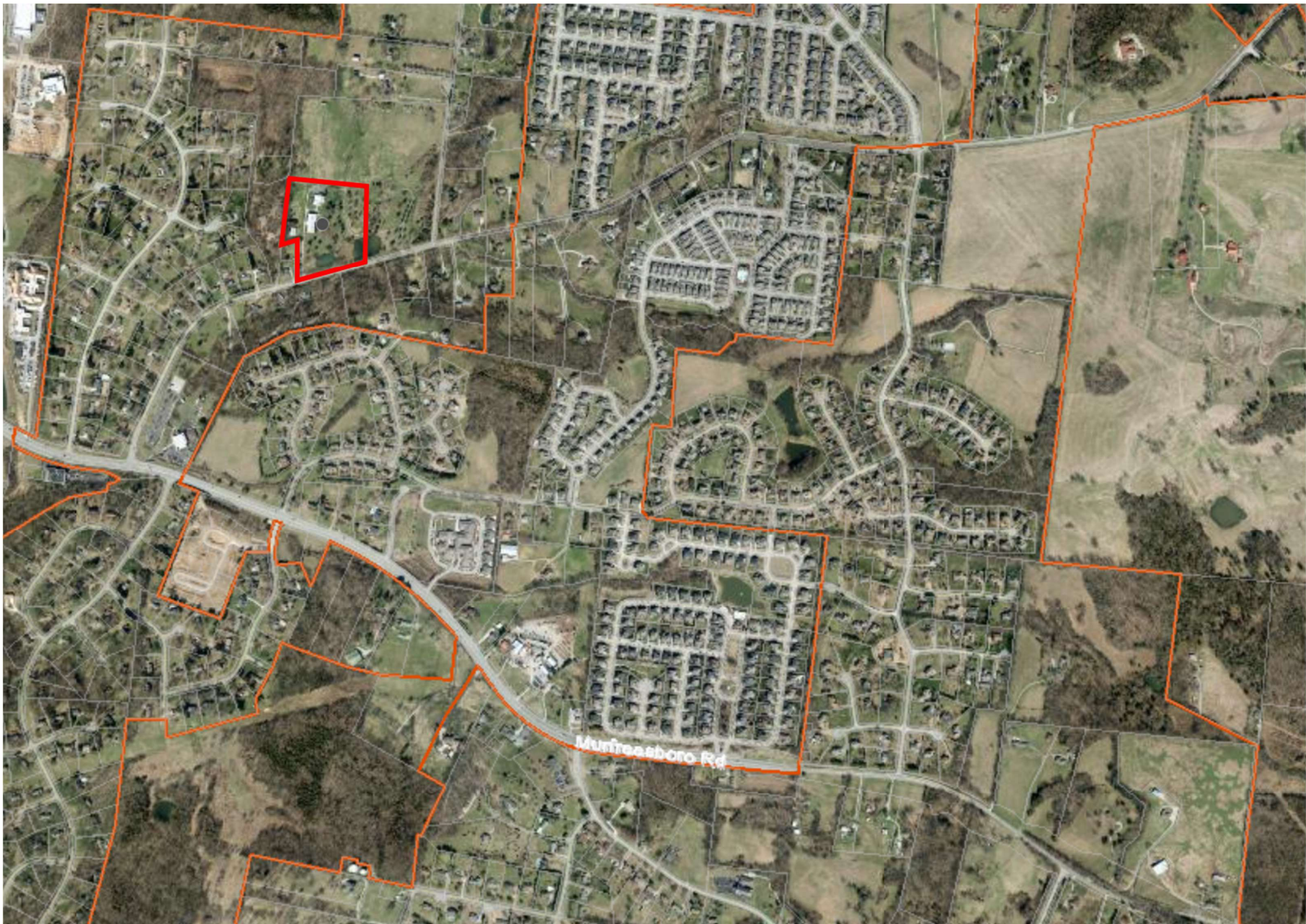
3 Projected Flow Examples

Drainage Facility	Flow in GPD	Design Units
Apartments -One Bedroom	250	per unit
Apartment -Two Bedroom	300	per unit
Apartment -Three Bedroom	350	per unit
Mobile Home Parks	300	per mobile home space
Single Family Dwelling	350	per unit
Assembly Hall (No Food Service)	2	per seat
Beauty Shop, Styling Salon	200	per station
Bowling Alleys (no food service)	75	per lane
Car Wash -(stand alone)	500	Per bay
Child Care Center	10	Per child and adult
Churches (small)	5	per sanctuary seat
Churches (large with kitchen)	7	per sanctuary seat
Country Clubs	50	per member
Dance Halls (No Food Service)	2	per person
Doctors/Dentists	75	per doctor
	20	per employee
	10	per patient
Drive-In Theaters	5	per car space
Factories (no showers)	25	per employee per 8-hour shift
Factories (with showers)	35	per employee -per 8-hour shift
Hospitals (no residents) (with food service)	300	per bed
Hotels	130	per unit
Institutions (residents) (with food service)	100	per person
Laundries (coin-operated)	400	per standard size machine
Nursing and Rest Homes (with food service)	200	per patient
	100	per resident employee
	50	per non-resident employee
Office Buildings	25	per employee
Office/warehouse space	0.1	per square foot
Retail Store	20	per employee
Restaurant -Ordinary (not 24-hour)	35	per seat
Restaurant -24-Hour	50	per seat
Restaurant -Banquet Rooms	5	per seat
Restaurant -Along Freeway	100	per seat
Restaurant -Tavern (very little food service)	35	per seat
Restaurant -Curb Service (drive-in)	50	per car space
Service Stations	1000	Per fuel island
Schools -Elementary (with food service)	15	per pupil
Schools -High and Junior High (with food service)	20	per pupil
Shopping Centers (no food service or laundries)	0.2	per sq. ft of floor space
Swimming Pool	10	per swimmer
Theaters, auditorium type	5	per seat
Youth and Recreation Camps (w/food service)	50	per person

LOCATOR MAP



LOCATOR MAP (Aerial view)



Neighborhood View



June 27, 2022

To: City of Franklin Capital Investment Committee

Thales Academy would like to design and build the new Thales Academy Franklin at Clovercroft campus in Williamson County, and asks that the City of Franklin Capital Investment Committee and City of Franklin Board of Mayor and Aldermen will approve sewer without annexation.

Thales Academy Franklin's tuition is \$5,500 per year, with excellent student academic outcomes, at the existing Carothers Parkway location.

Thales Academy depends on low infrastructure costs to serve as many families as possible with affordable, high quality private education.

- Property is zoned for school use in Williamson County, but the City of Franklin land use plan does not allow a school.
- Thales Academy uses a standard building prototype to reduce costs; the City of Franklin would want architectural and campus prototype changes that would make this project prohibitively costly. Prototype details:
 - All brick, precast stone, and glass (rendering and existing building photos attached).
 - Buildings designed around student comfort with large classrooms, huge wall to wall classical arched windows in every classroom, and 100% fresh air HVAC systems.
 - 14 campuses built to date with no architectural issues.
 - High capacity: Each campus has (2) 600 student school buildings for a total capacity of 1,200 students per location.
 - Security, carpool flow, student life, and all other protocols all work around the prototype design.
- Adjacent property, Franklin Christian Church, was granted sewer without annexation for their project, greatly reducing their build costs.

Our standard prototype will work on this lot with no modification (concept site plan attached).

Franklin Christian Church (FCC) has agreed in concept with Thales Academy on the following:

- Shared access.

- FCC would share their existing driveway with Thales Academy to avoid another access onto Clovercroft.
- Thales Academy would share school parking with the church for Sunday services and events, and FCC would share church parking with the school on school days.
- Shared maintenance along access road.

Thales Academy understands that a TIA will be required, and that turn lanes on Clovercroft may be required.

Thank you for your consideration. Please feel free to contact me anytime at 919-427-1646 or brandon.hafner@captiveaire.com.

Best regards,



Brandon Hafner
VP Construction/Facilities
Thales Academy

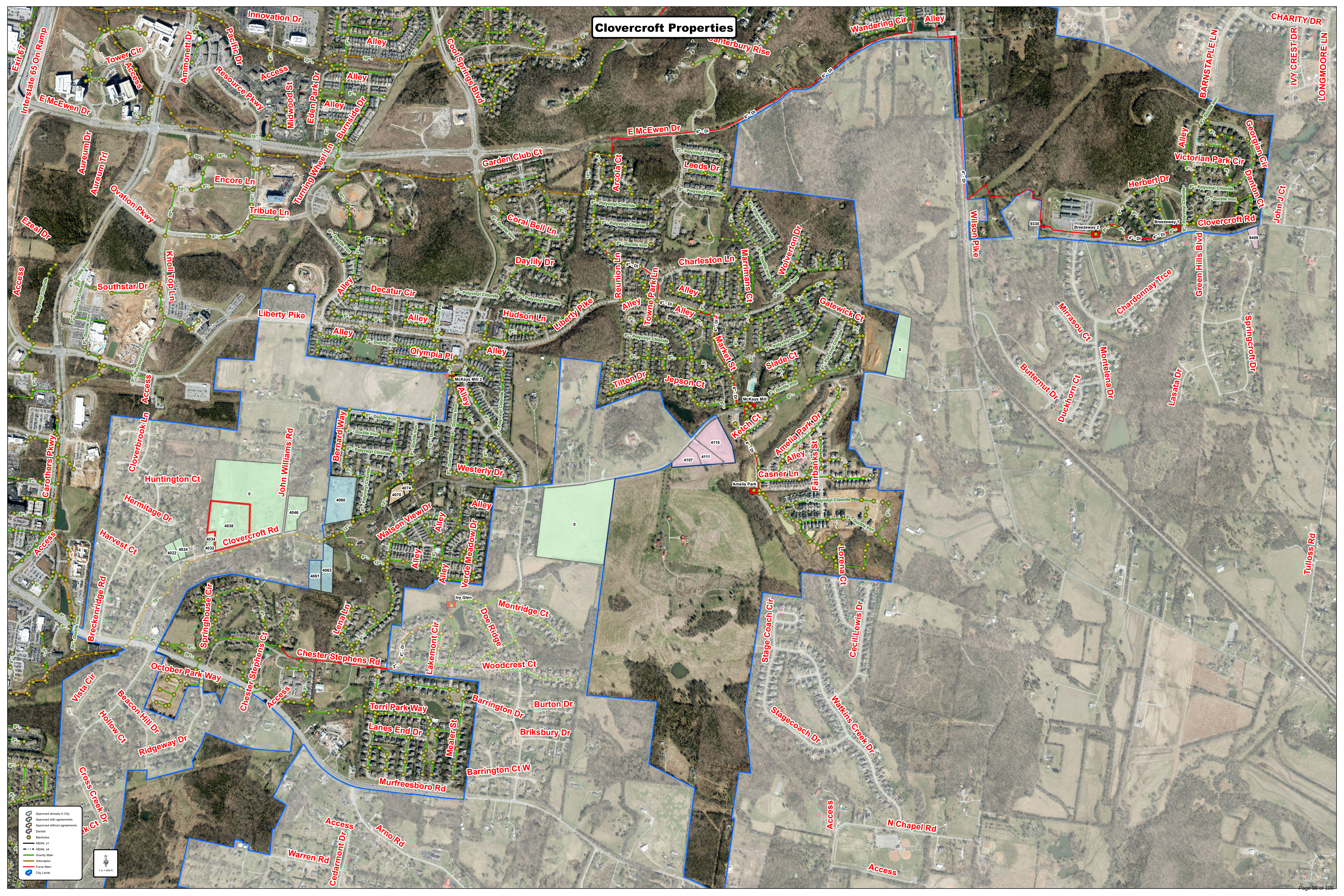








Clovercroft Properties





File #: 21-03378

DATE: July 7, 2022
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Capital Projects Dashboard And Status Updates For July 2022.

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:

1. Go to the City of Franklin's main website at: <https://www.franklinton.gov/>,
2. Hover your mouse over "Our City" or "Business",
3. Click on "City Projects",
4. Click on "Capital Projects Dashboard".

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None

City of Franklin Capital Projects Dashboard

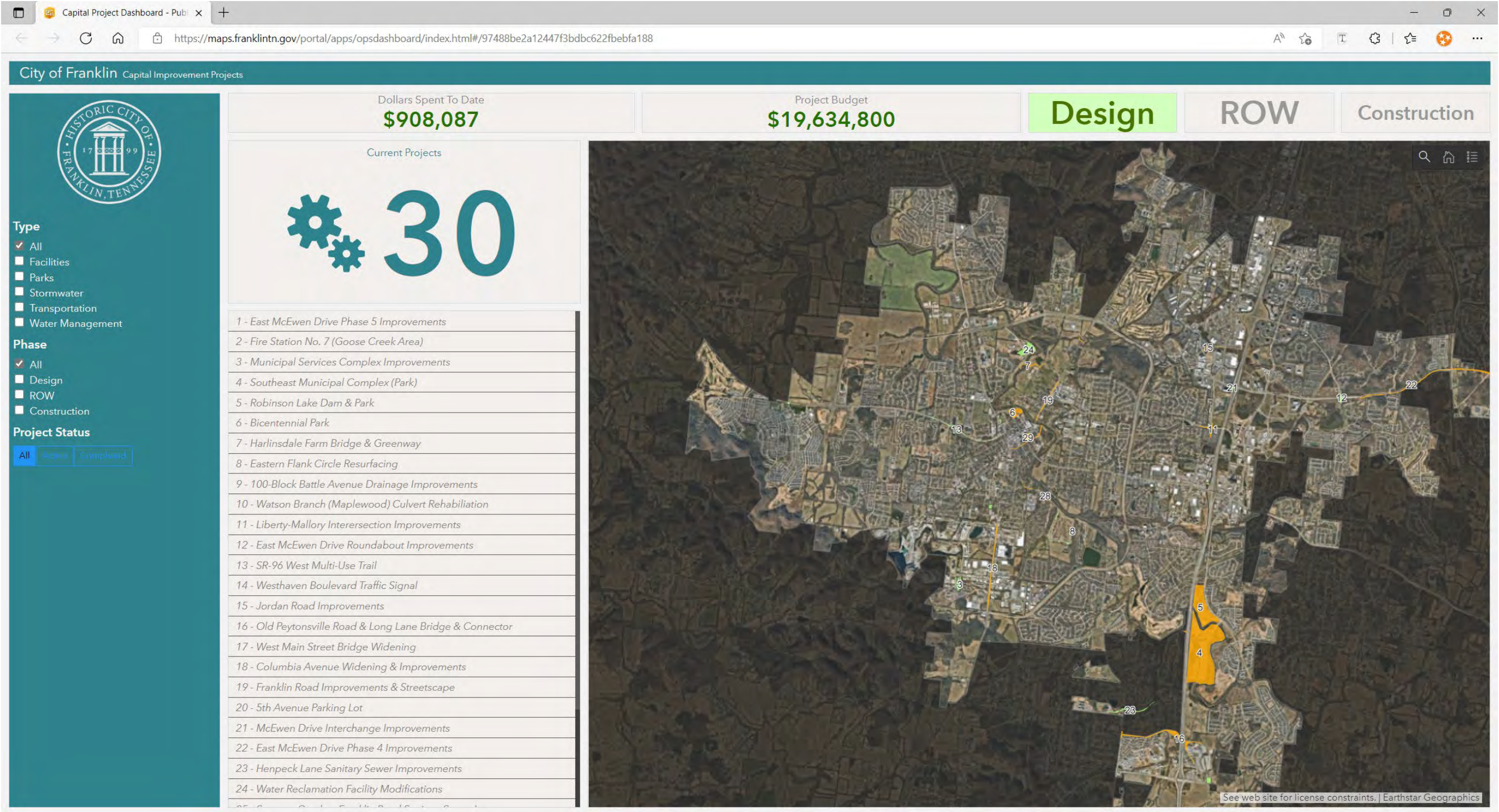


Image Captured from City of Franklin Website on 7/7/2022

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”