



Meeting Agenda

Capital Investment Committee

Thursday, August 25, 2022

3:30 PM

Board Room

CALL TO ORDER

APPROVAL OF MINUTES

1. Consideration Of Approval Of Minutes Of The July 14, 2022 Meeting

NEW BUSINESS

2. Consideration To Grant Sewer Availability For 1347 Caroline Circle (Map 106B, Parcel 00300)

Sponsors: Michelle Hatcher, Scott Andrews

3. Consideration To Deny Sewer Availability For 4165 Columbia Pike (Map 105, Parcel 05500).

Sponsors: Michelle Hatcher, Scott Andrews

4. Consideration Of Change Order 2 To COF Contract No. 2018-0282, A Construction Contract With Civil Constructors, LLC For The SR-96 West Multi-Use Trail - Phases 1 & 2 Project (COF Project No. 2017-002 / TDOT PIN 123098.00) For A Time Extension of Ninety (90) Days And A Cost Increase Of \$96,670.20.

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

5. Consideration Of DRAFT COF Contract No. 2022-0155, With Thomas N. Jones And Associates, For Title Search Reports and Closing Transactions Services On The Columbia Avenue Widening And Improvements Project At A Cost Not To Exceed \$96,475.

Sponsors: Paul Holzen, Jonathan Marston, William Banks

6. Capital Projects Dashboard And Status Updates For August 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, JULY 14, 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

P	Eric Stuckey, City Administrator	A
P	Mark Hilty, ACA Public Works	P
P	Paul Holzen, Engineering Director	P
P	Michelle Hatcher, Water Management Director	P
	Jonathan Marston, Engineering Assistant Director	P
	Mayor Ken Moore	P
	Angie Johnson, Deputy City Recorder	P
	Lanaii Benne, City Recorder	A
	Cayce Anderson, Record Technician	P
	Vernon Gerth, ACA Community Development	P
	Emily Wright, Planning Director	P

CALL TO ORDER

Chairman Beverly Burger called the meeting to order at 3:31 p.m.

APPROVAL OF THE MINUTES

1. *A motion was made by Alderman Brown, seconded by Alderman Hanson to approve the minutes from the June 23, 2022 Capital Investment Committee. The motion passed unanimously.*

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.**

Paul Holzen, Jonathan Marston, Adam Moser

This is the intersection at Ladd Park. There has been a traffic study conducted and is a high pedestrian area. The HOA has done the request on having an all-way stop established.

A motion was made by Alderman Blanton, seconded by Alderman Brown to recommend approval of Resolution 2022-24 to the Board of Mayor and Aldermen. This item is expected on the August 9, 2022 Board of Mayor and Aldermen agenda. The motion passed unanimously.

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.**

Paul Holzen, Jonathan Marston, William Banks

This is for a consultant for appraisal services. The appraiser will go out to do a formal appraisal on each property tract Boozer & Company, P.C. is visiting. This appraisal will help determine fair market value for the City to move forward with acquisition.

A motion was made by Alderman Blanton, seconded by Alderman Brown to recommend approval of Contract 2022-0156 to the Board of Mayor and Aldermen. The motion passed unanimously. This item is expected on the August 9, 2022 agenda. The motion passed unanimously.

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.**

Paul Holzen, Jonathan Marston, William Banks

This consultant will take the first review from Boozer & Company to review their findings and move forward on doing

a second opinion appraisal.

A motion was made by Alderman Brown, seconded by Alderman Hanson to recommend approval of Contract 2022-0157 to the Board of Mayor and Aldermen. The motion passed unanimously. This item is expected on the August 9, 2022 agenda.

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.**

Paul Holzen, Jonathan Marston, William Banks

Vaughn & Melton Consulting will take the information from the consulting services (Boozer & Company as well as CBRE, Inc) and meet with City Staff and property owners to discuss fair market value acquisitions.

A motion was made by Alderman Blanton, seconded by Alderman Brown to Recommend approval of Contract 2022-0158 to the Board of Mayor and Aldermen. This item is expected on the August 9, 2022 Board of Mayor and Aldermen Meeting agenda. The motion passed unanimously.

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.**

Paul Holzen, Jonathan Marston, William Banks

This is for additional surveying that will give a more detailed scan of utilities.

A motion was made by Alderman Blanton, seconded by Alderman Brown to recommend approval of Contract 2021-0342 to the Board of Mayor and Aldermen. This item is expected on the August 9, 2022 Board of Mayor and Aldermen meeting. The motion passed unanimously.

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

Michelle Hatcher, Scott Andrews

This parcel of land is in Williamson County limits, not the City of Franklin. There is already an availability for this property as 1 SFUE. This property is 10 acres. This property along with five other properties have an annexation agreement with the City of Franklin. The City can annex these properties at any time at the City's request. City Staff are recommending deferral until the City can annex this property and the five others in this area into City limits. This property is within the Urban Growth Boundary.

The applicant is requesting 22 SFUE for a private school with an expected enrollment of 1200 students. The applicant is requesting sanitary sewer without annexation into the City. The applicant will be doing a TIA to have hard data on the traffic impact in the area.

Thales Academy representatives:

- Brandon Hafner: Thales Academy VP Construction/Facilities
- Mike Stocks: Civil Engineer
- Travis: Kimley Horn Office in Raleigh, NC
- Sam: Environmental from DRG
- Tony Johnson: Architect
- Robert Corlett: Project Manager

Thales Academy spoke on not wanting to be annexed in due to cost due to being a non-profit.

Alderman Blanton mentioned the need to look out for the greater good and safety of the citizens of Franklin traversing Clovercroft Road by having the developer pay their proportionate share of fees.

Mr. Hafner mentioned he believes if there is a significant impact such as needing a turn lane, Thales Academy would need to pay for that.

Mr. Holzen defined what the impact fees are for and why they are required by the City. Impact fees are the

proportionate share based off trip generation.

Alderman Burger has concerns about picking and choosing who can get availability and denial of others.

Alderman Blanton mentioned how this request is different than the request of the Church that was approved. The Church is on Sundays, while a school is daily.

Alderman Hanson agrees that the Academy would take a major burden off the public school system. She believes that the applicant should remain in the county with sewer availability.

Mayor Moore asked how much the Academy has invested in the property?

Answer: \$2.7 million for purchase of the property. Investment for phase one is \$8 million for a single building and playground. The developer would come back when the building is full and add a high school and a gym for another \$8 million. The total out of pocket fees for this site, without impact fees, would be approximately \$18-19 million.

Alderman Burger asked if there was anything legally to be done to request a legal document from the applicant to request a turn lane or if there was a significant need?

Alderman Brown mentioned to the representatives to bring more information on the cost of the impact fees if the property were annexed into the City to the Work Session.

A motion was made by Alderman Brown, seconded by Alderman Hanson to Recommend the availability for discussion to the Board of Mayor and Aldermen Work Session. This item is expected on the August 9, 2022 Board of Mayor and Aldermen Work Session for discussion. The motion passed unanimously.

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

Paul Holzen, Jonathan Marston

Robinson Lake is in process of DRT for review with bidding in approximately four to five months.

Bicentennial Park project is in the DRT review process as well with bidding in approximately four to five months.

Franklin Road is behind due to shortage of labor.

Harlinsdale Bridge is out for certification to proceed for construction.

OTHER BUSINESS

ADJOURNMENT

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

Meeting adjourned @ 4:46 p.m.

Beverly Burger, Chair

Minutes prepared by Cayce Anderson, Records Technician, City Administrator's Office 7/20/2022 11:16 AM



File #: 21-03477

DATE: August 15, 2022
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Grant Sewer Availability For 1347 Caroline Circle (Map 106B, Parcel 00300)

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: 7/25/2022. SFUE's Requested: 1. Domestic Water Meter Size(s): $\frac{3}{4}$ ". This property is located outside of the City limits in the Redwing Meadows subdivision west of I-65. The City of Franklin's Five Mile Creek sanitary sewer interceptor is located behind this property. A sanitary sewer service was extended to serve this property when the interceptor was constructed.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that this availability request be approved by the Board of Mayor and Aldermen, contingent on:

- The applicant signing (and having recorded) the City's standard annexation agreement
- The applicant signing (and having recorded) the City's standard availability agreement



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 #			
Map & Parcel(s) #	106B—003000		
Property Address:	1347 Caroline circle Franklin 37064		
City Project # (If Applicable)			
# of Dwelling Units (If Residential)			
Applicant's Name & Company	Erika Cate		
Applicant's Address	1347 Caroline circle		
Applicant's Email & Phone #	Erikacate6@gmail.com		
Anticipated Water Meter Size(s) (see chart on pg. 3).	3/4		
Water District:			
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet –pg.4 350 GPD			
<i>use additional sheets as necessary</i>			
Anticipated sewage flows: Information Required for Sewer Service			
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)

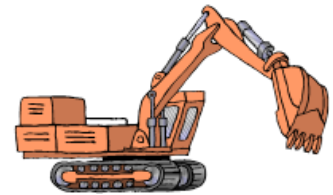
Email Application to: availability@franklintn.gov

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

Date Submitted: July 25, 2022

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.

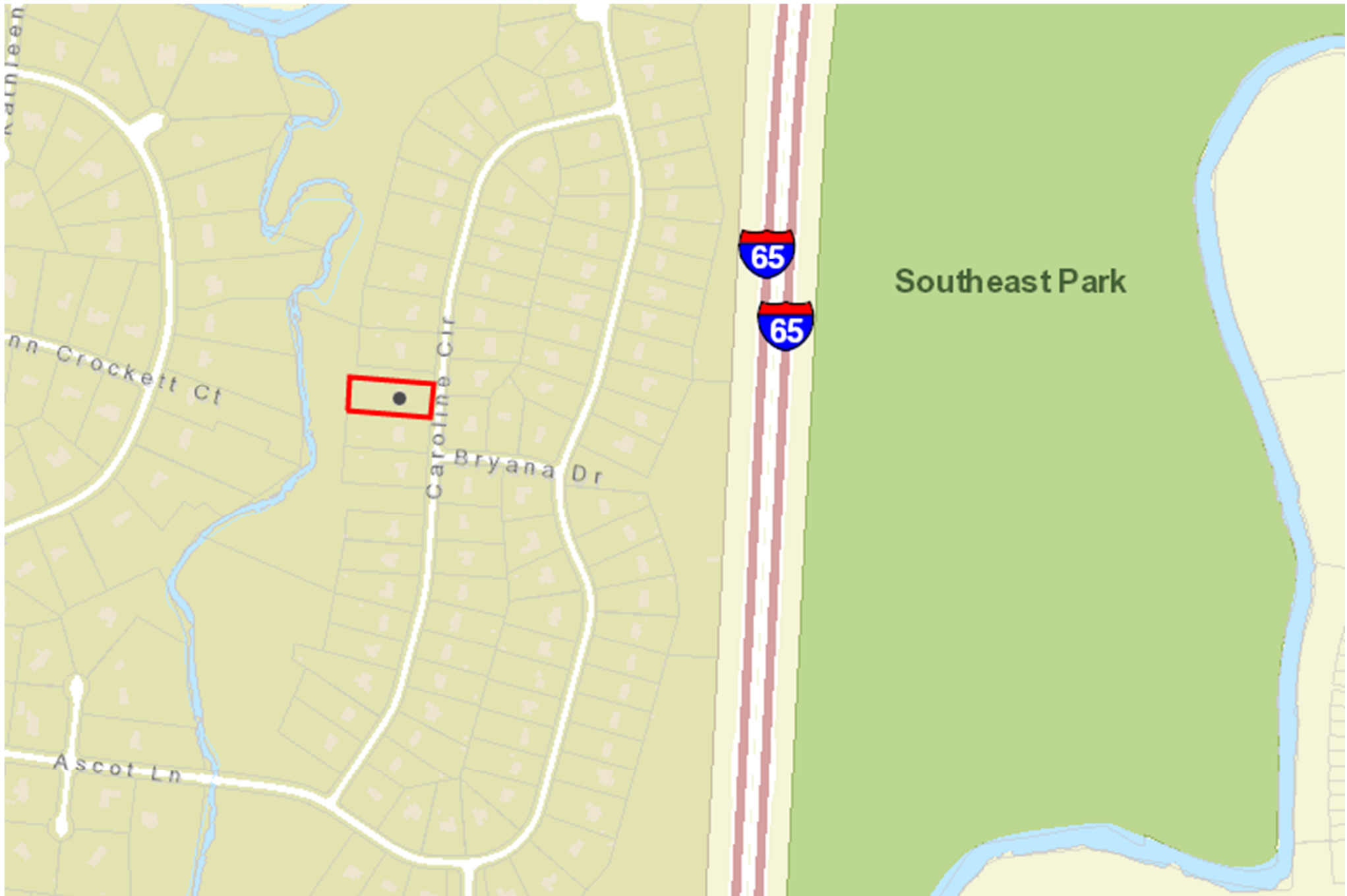
Fee Description	Applicable Utility	Fee Amount
Plan Review Fee	Water, Sewer & Reclaim Water	\$300 Water; \$300 Sewer & \$300 reclaim Water
Inspection fees:	Fee Rate	
Water Main Line	\$1.25/LF Water (minimum \$ 1,000)	
Sewer Gravity Main Line	\$2.00/LF (minimum \$1,000)	
Sewer Force Main Line	\$1.50/LF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

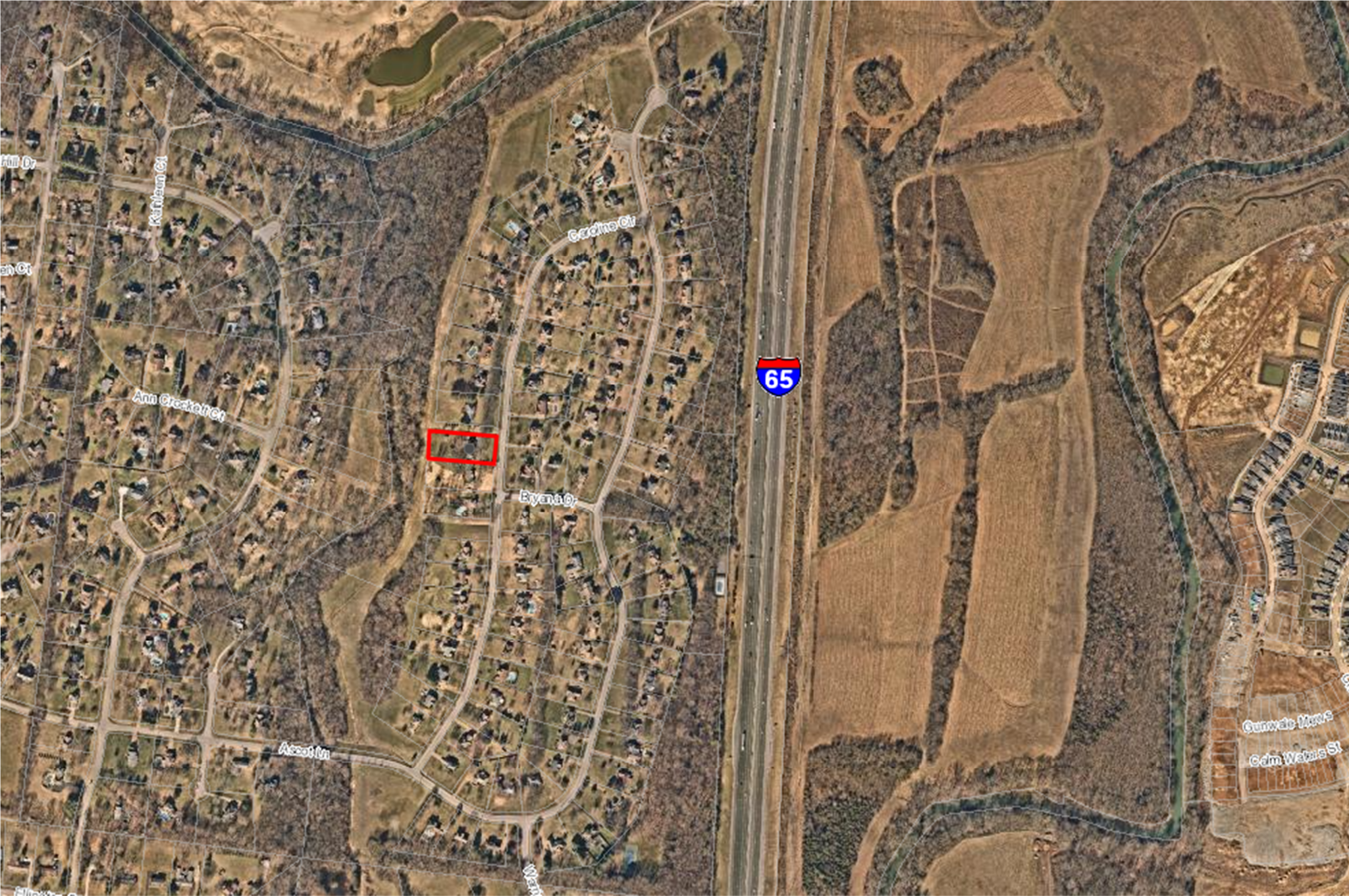
3 Projected Flow Examples

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 20 10	per doctor per employee 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)	200 100 50	per patient per resident employee 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





File #: 21-03486

DATE: August 18, 2022
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Deny Sewer Availability For 4165 Columbia Pike (Map 105, 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 denial of a request for sewer availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 8/17/2022.
SFUE's Requested: 1.
Domestic Water Meter Size(s): $\frac{3}{4}$ ".

This property is located outside of the City limits, west of Columbia Pike at the intersection of Columbia Pike and Coleman Road. Very extensive sanitary sewer infrastructure would have to be installed in order to serve this property with City sewer, including gravity interceptors, a sanitary sewer pump station, and a lengthy force main. The applicant is planning a veterinary office for the property and the required infrastructure is not reasonable for this applicant to install.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen deny sewer availability for 4165 Columbia Pike.



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 #			
Map & Parcel(s) #	105- 05500		
Property Address:	4165 Columbia Pike Franklin TN 37064		
City Project # (If Applicable)	n/a		
# of Dwelling Units (If Residential)	n/a		
Applicant's Name & Company	Allison Peeler		
Applicant's Address	1399 Coleman Road Franklin TN 37064		
Applicant's Email & Phone #	drpeelerdvm@gmail.com 615-364-2260		
Anticipated Water Meter Size(s) (see chart on pg. 3).	3/4 "		
Water District:			
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet –pg.4 Largest expected building size is 4000 sqft: for an office at 0.1 GPD per square foot 400 gallons per day 0.27 gallons per minute <i>use additional sheets as necessary</i>			
Anticipated sewage flows: Information Required for Sewer Service			
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)

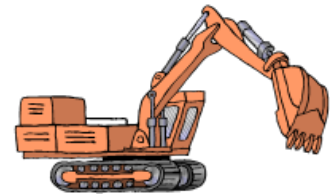
Email Application to: availability@franklintn.gov

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

Date Submitted: 08/17/2022

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@franklin.tn.gov

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

There is a 30 day maximum turnaround time for the requests. Unless your requests 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.franklin.tn.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.

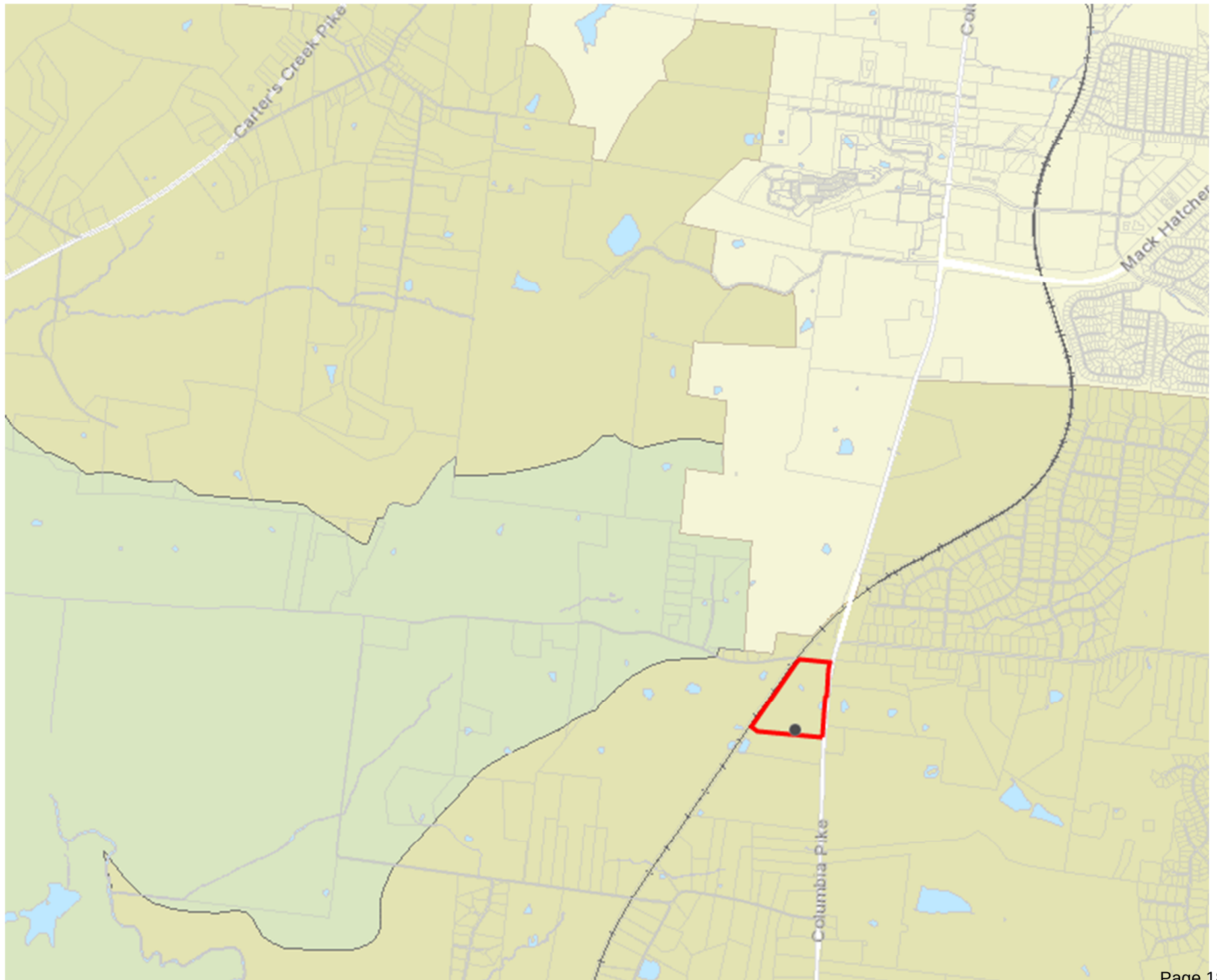
Fee Description	Applicable Utility	Fee Amount
Plan Review Fee	Water, Sewer & Reclaim Water	\$300 Water; \$300 Sewer & \$300 reclaim Water
Inspection fees:	Fee Rate	
Water Main Line	\$1.25/LF Water (minimum \$ 1,000)	
Sewer Gravity Main Line	\$2.00/LF (minimum \$1,000)	
Sewer Force Main Line	\$1.50/LF (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 20 10	per doctor per employee 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)	200 100 50	per patient per resident employee 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





File #: 21-03474

DATE: August 11, 2022
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

Consideration Of Change Order 2 To COF Contract No. 2018-0282, A Construction Contract With Civil Constructors, LLC For The SR-96 West Multi-Use Trail - Phases 1 & 2 Project (COF Project No. 2017-002 / TDOT PIN 123098.00) For A Time Extension of Ninety (90) Days And A Cost Increase Of \$96,670.20.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Change Order 2 to the construction contract (COF Contract No. 2018-0282 / TDOT PIN 123098.00) with Civil Constructors, LLC (Civil) for the SR-96 West Multi-Use Trail project.

BACKGROUND/STAFF COMMENTS:

On October 13, 2020, the City of Franklin Board of Mayor and Alderman (BOMA) awarded, via Resolution 2020-158, the construction contract (COF Contract No. 2018-0282) for the SR-96 West Multi-Use Trail - Phases 1 & 2 Project (TDOT PIN 123098.00) to Civil in the bid amount of \$4,551,584.00. On December 14, 2021, the BOMA approved Change Order 1 to authorize a time extension of ten (10) calendar days and a cost increase of \$34,555.31 due to conflicts with existing infrastructure.

With the exception of a few final repairs and modifications, the contractor has completed construction. During the push toward project completion, the contractor encountered several unexpected conditions that required field changes to be made in order to finish the project. These conditions and/or field changes included: water line relocation, relocation of City of Franklin fiber optic lines, and relocation of AT&T fiber optic lines. This work required an additional ninety (90) days at a total cost increase of \$96,670.20. Details can be found in the attached documentation. While all the additional work resulted in time delays, only the water line changes resulted in direct cost increases.

FINANCIAL IMPACT:

The original contract amount was for \$4,551,584.00. Change Order 1 was for an increased cost of \$34,555.31. Change Order 2 is for an increased cost of \$96,670.20. With the approval of Change

Order 2, the contract ceiling will become \$4,682,809.51. The water line expenses for Change Order 2 will be charged to General Ledger (GL) code 421-89320-52109.

As a reminder, this project was awarded \$1,800,000 in federal funds through the Transportation Alternatives Program (TAP) to assist with the construction costs of this project.

RECOMMENDATION:

Staff recommends that Change Order 2 to COF Contract No. 2018-0282 (TDOT PIN 123098.00) with Civil Constructors, LLC, for a time extension of ninety (90) days and a cost increase of \$96,670.20, be recommended to the Board of Mayor and Aldermen for approval.

Supplemental Agreement and/or Request for Construction Change Change Order Request #2

Project Title/Termini:	<u>SR 96 West Multi Use Trail Phases 1 & 2</u>		
Owner:	<u>City of Franklin</u>	PIN:	<u>123098.00</u>
Address:	<u>Engineering Department</u>	State Project No.:	<u>94LPLM-F3-092</u>
	<u>109 3rd Avenue South Suite 133</u>	Federal Project No.:	<u>TAP-96(49)</u>
	<u>Franklin, TN 37064</u>	Contract No.:	<u>2018-0282</u>
County:	<u>Williamson</u>		

Whereas, we Civil Constructors, LLC with Federal Insurance Company, as a Surety, entered into a contract with City of Franklin, on 11/11/2020, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

See attached letter dated 3/31/22 for detailed information for "Additional Work" items.

As a result of this Change Order, contract time shall:

☐ Not Change, ☒ Increase by 90 days, ☐ Decrease by _____ days

Original Construction Completion Time: 365days (Date: 01/04/22)

Original Contract Amount:	<u>\$4,551,584.00</u>
Approved Change Orders:	<u>\$34,555.31</u>
Current Change Order:	<u>\$96,670.20 All Non-Participating</u>
Pending Change Orders:	<u>\$_____</u>
Total Change Orders::	<u>\$131225.51</u>

Contract Completion Time with Change Orders: 465 days (Date: 04/14/22)



HISTORIC
FRANKLIN
TENNESSEE

March 31, 2022

TO: TDOT Local Programs
Michael Biggs, P.E.
Project Manager, The Corradino Group

FROM: David L. Hodnett, P.E.
Project Manager, City of Franklin

RE: PIN 123098.00
COF 2018-0282 SR 96 West Multi Use Trail
Change Order No. 2

The City of Franklin would like to request the contract be modified as follows upon execution of the following Change Order No. 2 and additional work items:

Description:

Item 795-06.04 Additional Work (Field change to water line)

The 6-inch waterline tie in at 11th Avenue N and 9th Avenue N were shown on the plans to be three feet deep. Upon excavation they were 15 feet deep, much deeper than anyone expected. The labor/equipment/material needed to excavate safely at this depth was considerable. This required additional safety measures to be installed to protect workers and motoring public. Work had to be staged to maintain traffic in all directions of intersection. Installation will be paid under Water Line (non-participating) contract items. **Days requested: 10**

Item 795-06.10 Additional Work (Field change to water line)

On Sheet U1-17 the project drawings indicated that the new 10" water line connection to the existing 18" water main at 5th Avenue and SR96W was "Conceptual. Field location and City approval will be required." Once the actual size and location of the water main was determined, then a path was approved for the new 10" to be installed. The additional work cannot be completed under current contract items associated with the Water Line (non-participating) scope of the project. The City of Franklin approved the non-participating cost (\$94,911.20) and additional work for the field change. **Days requested: 9**

Item 795-06.33 Additional Work (Field change to water line)

The plans called out to cut and cap the existing 6" water line at 5th Avenue and SR96 W intersection. City of Franklin Water Management Department requested the line to be cut and capped at a valve located in the roadway instead of location shown on plans. Additional time and traffic control was needed. Cut and cap 6" water line will be paid under Water Line (non-participating) contract items. **Days requested: 2**

795-09.51 Additional Work (Field change to water line)

At approximately Station 86+50 the contractor encountered a water line that supplied Freedom Intermediate School. The line was very shallow and was not shown on the plans. This line had to be lowered below the subgrade of new sidewalk. The additional work cannot be completed under current contract items associated with the Water Line (non-participating) scope of the project. The City of Franklin approved the non-participating cost (\$1759.00) and additional work for the field change. **Days requested: 1**

798-05.03 Additional Work (Adjustment to City of Franklin fiber optic cable)

At Station 82+00 a City of Franklin fiber line was encountered and had to be moved to facilitate the installation of 42" RCP storm drain. The City of Franklin contracted FiberCom, LLC., to cut, move, and splice the fiber optic cable. No money is being requested by Civil Constructors. **Days Requested: 5**

798-05.03 Additional Work (Adjustment to AT&T fiber optic cable)

At Station 99+00 in front of the City of Franklin Fire Station No. 1, the contractor encountered three (3) buried AT&T paper wrapped (1980's) fiber optic cables that conflicted with the installation of 18" RCP storm drain and subsequently delayed laying the storm drain and pouring the new sidewalk. Due to supply chain issues, AT&T could not obtain new fiber optic cable for several weeks and therefore could not install the cable in a new location. No money is being requested by Civil Constructors. **Days Requested: 63**



Job #	Date
202704	March 4, 2022

SR96 - Time and Material Breakdown for Field Change - Install 2 X 18" BFVs

ITEM 795-06.10 LABOR AND EQUIPMENT

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
2/8/2022 Tuesday				
Skilled Laborer	36.00	HR	\$46.00	\$1,656.00
Foreman	12.00	HR	\$71.00	\$852.00
Equipment Operator	12.00	HR	\$57.00	\$684.00
Pickup	12.00	HR	\$17.00	\$204.00
Loader	2.00	HR	\$63.00	\$126.00
Skid Steer	2.00	HR	\$51.00	\$102.00
Mini Excavator	8.00	HR	\$39.00	\$312.00
2/9/2022 Wednesday				
Skilled Laborer	40.00	HR	\$46.00	\$1,840.00
Foreman	12.00	HR	\$71.00	\$852.00
Equipment Operator	12.00	HR	\$57.00	\$684.00
Pickup	12.00	HR	\$17.00	\$204.00
Loader	4.00	HR	\$63.00	\$252.00
Skid Steer	2.00	HR	\$51.00	\$102.00
Mini Excavator	8.00	HR	\$39.00	\$312.00
2/10/2022 Thursday				
Skilled Laborer	77.00	HR	\$46.00	\$3,542.00
Foreman	19.00	HR	\$71.00	\$1,349.00
Equipment Operator	19.00	HR	\$57.00	\$1,083.00
Pickup	19.00	HR	\$17.00	\$323.00
Loader	6.00	HR	\$63.00	\$378.00
Skid Steer	6.00	HR	\$51.00	\$306.00
Mini Excavator	2.00	HR	\$39.00	\$78.00
2/11/2022 Friday				
Skilled Laborer	54.00	HR	\$46.00	\$2,484.00
Foreman	16.00	HR	\$71.00	\$1,136.00
Equipment Operator	16.00	HR	\$57.00	\$912.00
Pickup	16.00	HR	\$17.00	\$272.00
Loader	6.00	HR	\$63.00	\$378.00
Mini Excavator	6.00	HR	\$39.00	\$234.00
2/12/2022 Saturday				
Skilled Laborer	29.00	HR	\$46.00	\$1,334.00
Foreman	6.00	HR	\$71.00	\$426.00
Equipment Operator	6.00	HR	\$57.00	\$342.00
Pickup	6.00	HR	\$17.00	\$102.00
Loader	4.00	HR	\$63.00	\$252.00
Mini Excavator	4.00	HR	\$39.00	\$156.00
3/7/2022 Monday				
Skilled Laborer	27.00	HR	\$46.00	\$1,242.00
Foreman	6.00	HR	\$71.00	\$426.00
Equipment Operator	6.00	HR	\$57.00	\$342.00
Pickup	6.00	HR	\$17.00	\$102.00
3/28/2022 Monday				
Skilled Laborer	8.00	HR	\$46.00	\$368.00
Equipment Operator	17.50	HR	\$57.00	\$997.50
Water Truck	5.00	HR	\$64.00	\$320.00
3/29/2022 Tuesday				
Skilled Laborer	2.50	HR	\$46.00	\$115.00
Equipment Operator	5.00	HR	\$57.00	\$285.00
4/6/2022 Wednesday				
Skilled Laborer	8.50	HR	\$46.00	\$391.00
Equipment Operator	13.50	HR	\$57.00	\$769.50
Foreman	8.50	HR	\$71.00	\$603.50
Pickup	8.50	HR	\$17.00	\$144.50
Skid Steer	1.00	HR	\$51.00	\$51.00
Gradall	2.00	HR	\$91.00	\$182.00
Wheeled Dumper	1.00	HR	\$50.00	\$50.00
4/7/2022 Thursday				
Skilled Laborer	2.00	HR	\$46.00	\$92.00

Equipment Operator	5.00	HR	\$57.00	\$285.00
Foreman	1.00	HR	\$71.00	\$71.00
Pickup	1.00	HR	\$17.00	\$17.00
Gradall	1.00	HR	\$91.00	\$91.00
Wheeled Dumper	1.00	HR	\$50.00	\$50.00

Subtotal for Labor and Equipment **\$30,264.00**

MATERIALS

<u>DESCRIPTION</u>	<u>INVOICE DATE</u>	<u>TOTAL</u>
United Rentals	2/19/2022 (2/7 - 3/7)	\$883.25
	2/24/2022 (2/8-3/8)	\$2,715.86
	2/25/2022 (2/16-2/25)	\$1,277.13
	3/17/22 (3/7-3/17)	\$883.25
	3/23/22 (3/7-4/4)	\$420.61
STC	2/16/2022 (2/8,2/10,2/11)	\$5,350.00
	3/10/2022 (3/7)	\$1,650.00
	3/30/22 (3/28)	\$1,650.00
	(3/29)	\$1,650.00
	(4/6)	\$1,650.00
	(4/7)	\$1,650.00
Lojac	2/14/2022	\$2,870.00
Core and Main	11/15/2021	\$7,940.00
	11/15/2021	\$1,345.96
	2/9/2022	\$4,947.12
	2/11/2022	\$2,064.83
	2/11/2022	\$1,402.89
	2/17/2022	\$1,045.41
	3/8/2022	\$352.86
Saint Michael Security	3/13/22 (3/7,3/8)	\$328.00
	4/3/2022 (3/28-3/29)	\$1,200.00
Vulcan	2/15/2022	\$887.15
	2/15/2022	\$1,672.18
Rogers Group	2/8/2022	\$2,613.26
Pavement Restorations, Inc.	3/16/2022	\$1,756.00
TN Valley Paving		
	4/6/2022	
A-Mix	22.26 TON	\$103.00
BM-2	22.57 TON	\$86.00
D-Mix	22.56 TON	\$95.00
		\$2,292.78
		\$1,941.02
		\$2,143.20
	4/7/2022	
A-Mix	22.51 TON	\$103.00
D-Mix	6.97 TON	\$95.00
		\$2,318.53
		\$662.15
Subtotal for Materials		\$59,563.44
Markup 15%		\$4,183.86
Markup 5%		\$899.90

ITEM 795-06.10 Total Cost **\$94,911.20**

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
10/7/2021				
Skilled Laborer	8.00	HR	\$ 46.00	\$368.00
Foreman	8.00	HR	\$ 71.00	\$568.00
Equipment Operator	8.00	HR	\$ 57.00	\$456.00
Pickup	8.00	HR	\$ 17.00	\$136.00
Loader	2.00	HR	\$ 75.50	\$151.00
Mini Excavator	2.00	HR	\$ 40.00	\$80.00

ITEM 795-09.51 Total Cost **\$1,759.00**

Grand Total Change Order No. 2 **\$96,670.20**



HISTORIC
FRANKLIN
TENNESSEE

March 31, 2022

TO: TDOT Local Programs
Michael Biggs, P.E.
Project Manager, The Corradino Group

FROM: David L. Hodnett, P.E.
Project Manager, City of Franklin

RE: PIN 123098.00
COF 2018-0282 SR 96 West Multi Use Trail
Change Order No. 2

The City of Franklin would like to request the contract be modified as follows upon execution of the following Change Order No. 2 and additional work items:

Description:

Item 795-06.04 Additional Work (Field change to water line)

The 6-inch waterline tie in at 11th Avenue N and 9th Avenue N were shown on the plans to be three feet deep. Upon excavation they were 15 feet deep, much deeper than anyone expected. The labor/equipment/material needed to excavate safely at this depth was considerable. This required additional safety measures to be installed to protect workers and motoring public. Work had to be staged to maintain traffic in all directions of intersection. Installation will be paid under Water Line (non-participating) contract items. **Days requested: 10**

Item 795-06.10 Additional Work (Field change to water line)

On Sheet U1-17 the project drawings indicated that the new 10" water line connection to the existing 18" water main at 5th Avenue and SR96W was "Conceptual. Field location and City approval will be required." Once the actual size and location of the water main was determined, then a path was approved for the new 10" to be installed. The additional work cannot be completed under current contract items associated with the Water Line (non-participating) scope of the project. The City of Franklin approved the non-participating cost (\$94,911.20) and additional work for the field change. **Days requested: 9**

Item 795-06.33 Additional Work (Field change to water line)

The plans called out to cut and cap the existing 6" water line at 5th Avenue and SR96 W intersection. City of Franklin Water Management Department requested the line to be cut and capped at a valve located in the roadway instead of location shown on plans. Additional time and traffic control was needed. Cut and cap 6" water line will be paid under Water Line (non-participating) contract items. **Days requested: 2**

795-09.51 Additional Work (Field change to water line)

At approximately Station 86+50 the contractor encountered a water line that supplied Freedom Intermediate School. The line was very shallow and was not shown on the plans. This line had to be lowered below the subgrade of new sidewalk. The additional work cannot be completed under current contract items associated with the Water Line (non-participating) scope of the project. The City of Franklin approved the non-participating cost (\$1759.00) and additional work for the field change. **Days requested: 1**

798-05.03 Additional Work (Adjustment to City of Franklin fiber optic cable)

At Station 82+00 a City of Franklin fiber line was encountered and had to be moved to facilitate the installation of 42" RCP storm drain. The City of Franklin contracted FiberCom, LLC., to cut, move, and splice the fiber optic cable. No money is being requested by Civil Constructors. **Days Requested: 5**

798-05.03 Additional Work (Adjustment to AT&T fiber optic cable)

At Station 99+00 in front of the City of Franklin Fire Station No. 1, the contractor encountered three (3) buried AT&T paper wrapped (1980's) fiber optic cables that conflicted with the installation of 18" RCP storm drain and subsequently delayed laying the storm drain and pouring the new sidewalk. Due to supply chain issues, AT&T could not obtain new fiber optic cable for several weeks and therefore could not install the cable in a new location. No money is being requested by Civil Constructors. **Days Requested: 63**



File #: 21-03356

DATE: August 10, 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. 2022-0155, With Thomas N. Jones And Associates, For Title Search Reports and Closing Transactions Services On The Columbia Avenue Widening And Improvements Project At A Cost Not To Exceed \$96,475.

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 Thomas N. Jones and Associates for Title Search Reports and Closing Transactions Services on the Columbia Avenue Widening and Improvements Project at a cost of \$96,475.00.

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, the design team 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 Thomas N. Jones and Associates is for the required title search reports and closing transaction services necessary to acquire ROW and easements for the project. Their office is a real estate law firm which will provide all the legal services needed to perform the title examinations, provide attorney opinion letters, and perform closings for 58 affected parcels.

FINANCIAL IMPACT:

The Columbia Avenue Widening and Improvements Project, in its basic form, is funded mostly 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 title search reports and closing transactions services are at a not-to-exceed fee of \$96,475.00.

RECOMMENDATION:

Staff recommends that COF Contract No. 2022-0155, a Professional Services Agreement with Thomas N. Jones and Associates, be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2022-0155**

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

DECLARATIONS. The City desires to retain the Consultant to provide **real estate title reports and closing transaction services** in connection with the City's project hereinafter referenced as the Project. The Project is described as follows:

Real Estate Title Reports and Closing Transaction Services for the Columbia Avenue Widening and Improvements Project

1. SCOPE OF SERVICES. The Consultant shall provide **real estate title reports and closing transaction 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 **Ninety-Six Thousand Four Hundred Seventy-Five and NO/100 Dollars (\$96,475.00)**.

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:

THOMAS N. JONES AND ASSOCIATES:

(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

THOMAS N. JONES
Approved Rule 31 Mediator
tjones@tnjones.com



DAVID M. JONES
Associate
djones@tnjones.com

ATTORNEYS AT LAW
339 MAIN STREET
FRANKLIN, TENNESSEE 37064
(615) 794-0807 | FAX (615) 791-4008
www.339mainattorneys.com

August 5, 2022

VIA ELECTRONIC MAIL
William.Banks@FranklinTN.gov

City of Franklin, Engineering Department
109 3rd Avenue South, Suite 133, Franklin
Attention: William Banks, Tabitha J. Langley, ACP

RE: Update to Proposal for real estate title search reports and/or closing transactions for approximately 60 properties along Columbia Avenue (US-31/SR-6), from Mack Hatcher Parkway (SR-397) to Downs Boulevard, to allow for the widening of the existing 3-lane roadway to 5 travel lanes with sidewalks.

PIN 121454.00

Dear Mr. Banks:

This letter is an update of the letters sent to you on February 25, 2022, May 24, 2022, and July 7, 2022, along with a follow up conference call to advise you that our law firm continues to be interested in assisting the City of Franklin and the State of Tennessee in preparing real estate title search reports and/or closing transactions for approximately 60 properties along Columbia Avenue (US-31/SR-6), from Mack Hatcher Parkway (SR-397) to Downs Boulevard, to allow for the widening of the existing 3-lane roadway to 5 travel lanes with sidewalks.

The primary contact for our office will be myself, Thomas N. Jones, Attorney, whose email address is tjones@tnjones.com; phone number is (615) 794-0807, and address is 339 Main Street, Franklin, Tennessee 37064. Please continue to copy Leigh Anne Sailors, real estate paralegal, at lsailors@tnjones.com on all correspondence as she will be the liaison between our office and your office as to the work on this project.

As you have been advised, our office is a real estate law firm which will be providing all the legal services needed to perform the title examination, provide attorney opinion letters, and do the closing when needed by the City or State. From our conference meeting and discussion with members of the City staff including yourself, there seem to be two matters that need to be addressed in this letter, (1) The legal cost for performing the services you are requesting, and (2) The turn around time once we receive the request to perform a certain title examination.

First, I will address the time and cost needed to do the work as best as I can as a general rule, barring any unforeseen event. On average, a new general title examination will usually take approximately 2.5 hours to perform the standard search and then another 1.5 hours for me to review that work and have the opinion letter prepared. If there are no complications, the cost for that would be \$575.00. If performing the title work exceeds that timeframe because of complexity, then a surcharge will be assessed based on an hourly rate. My attorney hourly rate is normally \$375.00/hour but I am discounting it for the City to \$325.00/hour. Any work that can be done by my para-legal will be at \$110.00/hr. When we do a closing, the cost would be approximately \$1,500.00 for the opinion letter and closing. This does not include any out-of-pocket expense, i.e. overnight express or wire transfers fees.

Below is a breakdown of the total costs for 43 Standard Parcels (charged at standard rate where there are no complications during title examination) and 10 Complex Parcels padded with an additional four (4) hours of billable time. Please note that "Estimated Misc. Additional Fees" includes online search fees, bank wires, and supplemental documents, but does not include third party charges such as recording fees.

Standard or Complex	Title Examination and Opinion Letter Cost	Additional Search Hours Cost	Closing Costs	Estimated Misc. Additional Fees	Estimated Total Per Parcel	Estimated Total for All Parcels
Standard Parcels (43)	\$575.00	\$0.00	\$925.00	\$75.00	\$1,575.00	\$67,725.00
Complex Parcels (10) with 4 additional hrs. work at attorney rate	\$575.00	\$1,300.00	\$925.00	\$75.00	\$2,875.00	\$28,750.00

The total estimated cost for 58 title reports and closings is \$96,475.00.

As to turn around time, it will depend on the number of requests we receive at one time and I would estimate the time to be around 10 days up to 30 from receipt of the order, depending on other parties and factors that may be involved such as Seller's time frame and getting releases from mortgage holders when needed. Once we receive an order, a timeline will be established based on your needs and what is needed to complete that phase of the project. The timeline will be completed with input from your staff and mine and will be provided to you and your staff at the very beginning of each order and updated throughout the project until completion.

Please let us know what other information you will need to determine our qualifications to perform the services needed by the City of Franklin.

Respectfully Submitted,

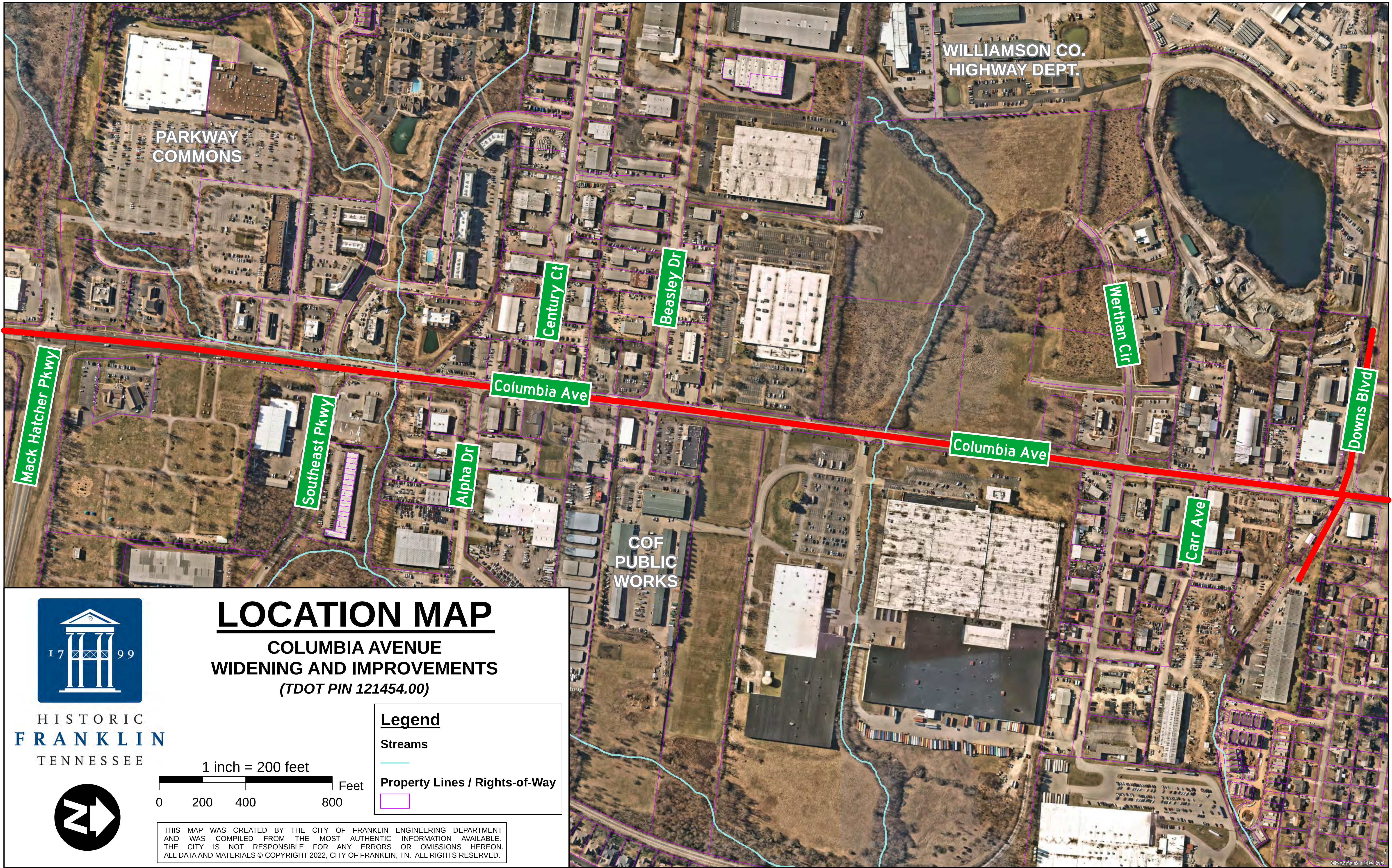
Thomas N. Jones and Associates

Tennessee Department of Transportation (ID Number 137388)

By: 

Thomas N. Jones

TNJ/js





File #: 21-03378

DATE: August 18, 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 August 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

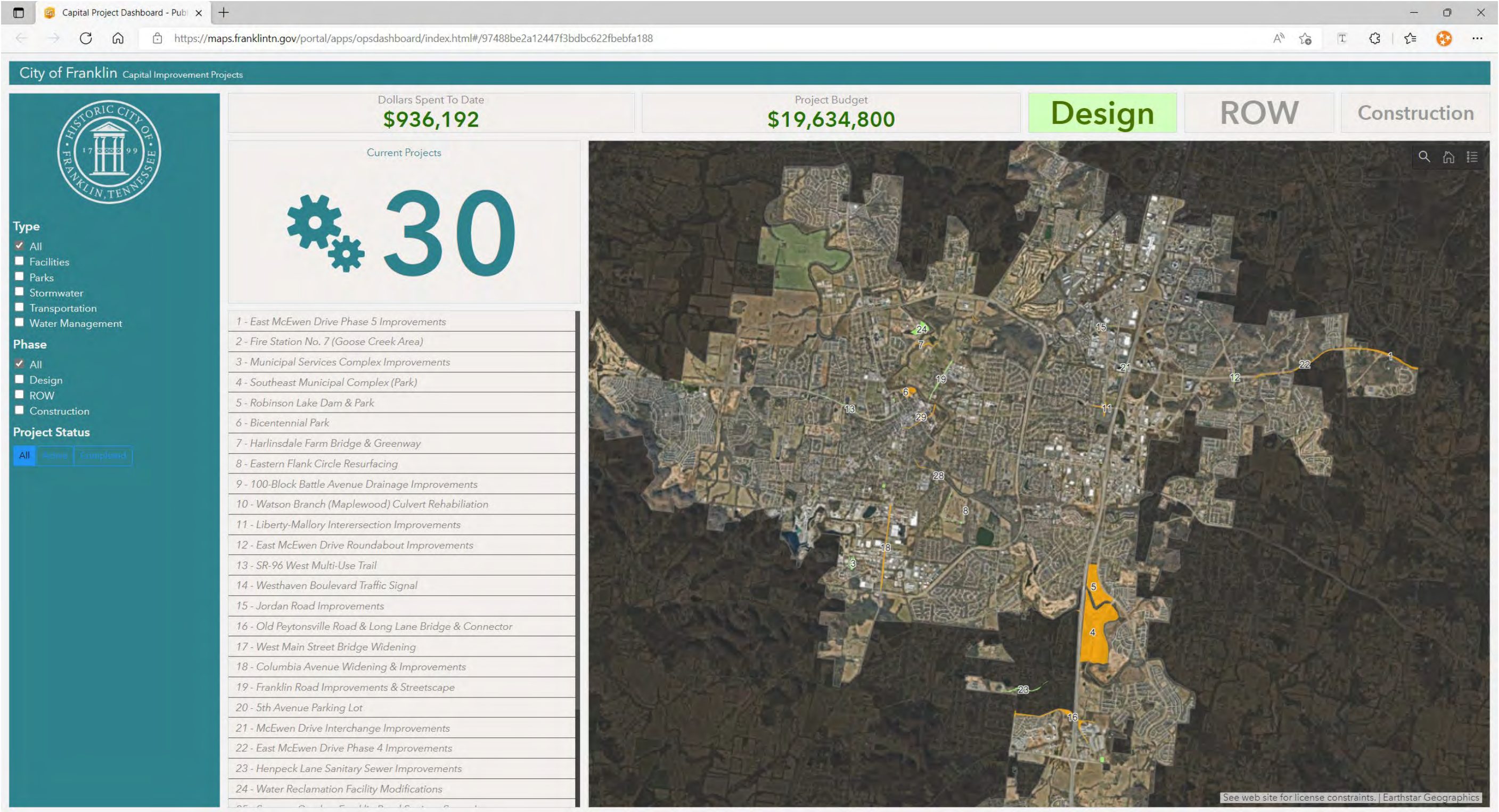


Image Captured from City of Franklin Website on 8/18/2022

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”