



Meeting Agenda

Capital Investment Committee

Thursday, May 28, 2020

4:00 PM

Board Room

The Capital Investment Committee Meeting will limit physical access in the meeting room due to current limitations on public gatherings. Accommodations have been made to ensure that the public is able to participate in the meeting. The public may participate in the following ways: • Watch the meeting on FranklinTV or the City of Franklin website. • Watch the live stream through the City of Franklin Facebook and YouTube accounts. • Call in to the conference meeting 1-615-550-8420. Callers will be unmuted and given an opportunity to comment during the meeting at specific times. • Limited viewing will be available in the lobby of City Hall to watch the live video. • The public may email comments and questions prior to the start of the meeting to recorder@franklintn.gov to be read aloud. • City YouTube:

<https://www.youtube.com/user/CityOfFranklin> • City Facebook Live:

<https://www.facebook.com/CityOfFranklin> • City website: <https://www.franklintn.gov/franklin-tv>

CALL TO ORDER

MEETING PROCEDURE CHANGES

1. Consideration Of Resolution 2020-73, A Resolution Declaring That The Capital Investment Committee Shall Meet On May 28, 2020 And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

Sponsors: Shauna Billingsley

APPROVAL OF MINUTES

2. Consideration Of Approval Of Minutes of the April 23, 2020 Capital Investment Committee Meeting

NEW BUSINESS

3. Consideration of a Professional Services Agreement (COF Contract No. 2020-0140) with Revere Control Systems, Incorporated, for the Telemetry System Maintenance Contract in the Amount of \$31,000 for the Water Management Department SCADA system.*

Sponsors: Michelle Hatcher

4. Consideration Of Resolution No. 2020-67, A Resolution Authorizing The City Of Franklin To Provide Sanitary Sewer Service To 3 Properties In The Ellington Park Subdivision Contingent Upon All Conditions Presented Herein.

Sponsors: Michelle Hatcher

5. Consideration Of Amendment 1 To COF Contract No. 2019-0312, A Professional Services Agreement With Gamble Design Collaborative For The Aspen Grove Greenway Trail Project At A Cost Increase Not-To-Exceed \$90,000.00.

Sponsors: Paul Holzen, Jonathan Marston, Shahad Abdulrahman

6. Consideration Of **Draft** Amendment 2 To COF Contract No. 2019-0139, A Professional Services Agreement With Barge Design Solutions, Inc. For The Design Of The Southeast Multipurpose Complex (Park) At A Lump Sum Cost Increase Of \$120,200.00.

Sponsors: Paul Holzen, Jonathan Marston, Shahad Abdulrahman

7. Consideration Of **Draft** Amendment 1 To COF Contract No. 2018-0063, A Professional Services Agreement With Alfred Benesch & Company For The Design Of West Main Street Bridge Widening At A Lump Sum Cost Increase Of \$14,185.00.

Sponsors: Paul Holzen, Jonathan Marston

8. Consideration Of **Draft** Amendment 1 To COF Contract No. 2019-0098, A Professional Services Agreement With Alfred Benesch & Company For Design Of Southeast Park Bridge & Carothers Parkway Intersection Improvements At A Lump Sum Cost Increase Of \$47,040.00.

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

9. Consideration Of Resolution 2020-32, A Resolution To Award The Construction Contract (COF Contract No. 2019-0230) For The Franklin Road Corridor Improvements Project (COF Project No. 07ST00015) To Civil Constructors, LLC In The Amount Of \$12,793,820.10

Sponsors: Paul Holzen, Jonathan Marston, William Banks

10. Consideration Of **Draft** Amendment 1 To COF Contract No. 2019-0091, A Professional Services Agreement With CDM Smith, Inc. For The Robinson Lake Dam Rehabilitation At A Cost Increase Not-To-Exceed \$159,960.00.

Sponsors: Paul Holzen, Jonathan Marston, Shahad Abdulrahman

11. Consideration Of COF Contract No. 2020-0052 And COF Contract No. 2020-0053, A Warranty Deed And An Agreement For Dedication of Easements With The Factory At Franklin, LLC For Property Acquisition Associated With The Franklin Road Corridor Improvements Project At A Respective Cost Of \$7,370.00 And \$97,423.00.

Sponsors: Paul Holzen, Jonathan Marston, William Banks

12. Consideration Of COF Contract No. 2020-0049, COF Contract No. 2020-0050, And COF Contract No. 2020-0073, A Warranty Deed, An Agreement For Dedication of Easements, And A Middle Tennessee Electric Membership Corporation Right Of Way Easement With Franklin, 240 LLC For Property Acquisition Associated With The Franklin Road Corridor Improvements Project At A Respective Cost Of \$16,852.00, \$34,971.00, And \$0.00.

Sponsors: Paul Holzen, Jonathan Marston, William Banks

13. Consideration Of **Draft** Resolution 2020-90, A Resolution Declaring Certain Right-Of-Way Located Between The Properties At 931 And 935 Glass Street As Surplus.

Sponsors: Paul Holzen, Jonathan Marston

14. Consideration Of **Draft** Ordinance 2019-52, An Ordinance To Establish No Parking Restrictions On Both Sides Of East Benjamin Drive From Liberty Hills Drive To Freedom Drive

Sponsors: Paul Holzen, Jonathan Marston, Adam Moser

15. Capital Projects Dashboard & Status Updates For May 2020.

Sponsors: Paul Holzen, Jonathan Marston

16. Consideration Of **Draft** Ordinance 2019-53, An Ordinance To Establish No Parking Restrictions On Both Sides Of Freedom Drive From North Royal Oaks Boulevard To East Benjamin Drive

Sponsors: Paul Holzen, Jonathan Marston, Adam Moser

17. Consideration Of **Draft** Ordinance 2019-49, An Ordinance To Establish No Parking Anytime Restrictions On Both Sides Of Liberty Hills Drive From Liberty Pike To 250 Feet South Of Liberty Pike

Sponsors: Paul Holzen, Jonathan Marston, Adam Moser

18. Discussion Concerning the Cool Springs East / Jordan Branch Restoration Project

Sponsors: Paul Holzen

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.



City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 20-0696

DATE: May 7, 2020

TO: Capital Investment Committee

FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Resolution 2020-73, A Resolution Declaring That The Capital Investment Committee Shall Meet On May 28, 2020 And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning conducting the Board of Mayor and Aldermen by electronic means to limit physical contact for the health and safety of all citizens.

BACKGROUND/STAFF COMMENTS:

Due to the COVID-19 Outbreak citizens need to limit potential exposure to the virus by limiting contact with others. To support this effort the City of Franklin boards and commissions will meet electronically rather than gathering a quorum physically in the same location to conduct their essential business.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution 2020-73.

RESOLUTION 2020-73

A RESOLUTION DECLARING THAT THE CAPITAL INVESTMENT COMMITTEE SHALL MEET ON MAY 28, 2020, AND CONDUCT ITS ESSENTIAL BUSINESS BY ELECTRONIC MEANS RATHER THAN BEING REQUIRED TO GATHER A QUORUM OF THE MEMBERS PHYSICALLY PRESENT IN THE SAME LOCATION BECAUSE IT IS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF TENNESSEANS IN LIGHT OF THE COVID-19 OUTBREAK

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory disease that appears to occur through respiratory transmission, presents with similar symptoms to those of influenza, and can lead to serious illness or death, particularly in the case of older adults and persons with serious chronic medical conditions; and

WHEREAS, the Centers for Disease Control and Prevention has recommended that all states and territories implement aggressive measures to slow and contain transmission of COVID-19 in the United States; and

WHEREAS, on March 12, 2020, pursuant to the authority granted by Tenn. Code Ann. § 58-2-107, the Governor of Tennessee, Bill Lee, issued Executive Order No. 14, declaring a state of emergency to facilitate the response to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States, Donald J. Trump, declared a national state of emergency with respect to COVID-19; and

WHEREAS, on March 20, 2020, Mayor Ken Moore issued Executive Order No. 2020-01 Declaring a State of Emergency and Civil Emergency; and

WHEREAS, Governor Lee issued Executive Order No. 16 and Executive Order No. 34 allowing electronic meetings while continuing to function openly and transparently; and

WHEREAS, Mayor Moore issued Executive Orders No. 2020-03, No. 2020-05, and No. 2020-07, No. 2020-09, No. 2020-11, No. 2020-12, and 2020-13 continuing the Declaration of a State of Emergency and Civil Emergency; and

WHEREAS, the Board of Mayor and Aldermen Capital Investment Committee believe it is in the best interest of the City of Franklin to conduct the May 28, 2020, 4 p.m. Capital Investment Committee meeting by electronic means.

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

The Capital Investment Committee meeting scheduled for May 28, 2020, at 4 p.m. shall be conducted by electronic means rather than requiring a quorum of the members of the Capital Investment Committee to attend in person to protect the health, safety, and welfare of Tennesseans in light of the COVID-19 Outbreak. Physical access in the meeting room will be limited. The public can view and participate in the meetings by watching the meeting live or later as a recording on FranklinTV, the City of Franklin website, the City of Franklin's Facebook page, and the City of Franklin's YouTube account. Specific dial-in and website links can be found on the City's website at: <https://www.franklin.tn.gov/Home/Components/Calendar/Event/10158/1092>

IT IS SO RESOLVED AND DONE on this 28th day of May, 2020.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CAPITAL INVESTMENT COMMITTEE:

By: _____
Brandy Blanton
Chair

Approved as to Form By:
Shauna R. Billingsley, City Attorney



File #: 20-0755

DATE: May 19, 2020
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration of a Professional Services Agreement (COF Contract No. 2020-0140) with Revere Control Systems, Incorporated, for the Telemetry System Maintenance Contract in the Amount of \$31,000 for the Water Management Department SCADA system.*

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a professional service agreement (COF Contract No. 2020-0140) with Revere Control Systems, Incorporated, for the Telemetry System Maintenance Contract.

BACKGROUND/STAFF COMMENTS:

In 2018, the City finished the upgrades to the Supervisory Control and Data Acquisition (SCADA) system for the collection and distribution system through the City's service area. Revere Control Systems, Incorporated, performed this work and integrated this system into the City's network.

The SCADA system requires ongoing maintenance to continue functionality, in addition to the ongoing growth seen within the City. This contract will also provide support to enhance the knowledge and ability of the City's operators related to the SCADA system. This contract will also allow for support in emergency situations, minimizing unnecessary delays because of travel distance.

FINANCIAL IMPACT:

The total cost of this agreement is for an amount not to exceed of \$31,000 and is budgeted in both the water distribution and sewer collections operating funds.

RECOMMENDATION:

Staff recommends approval of this contract for the continued maintenance of the system.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2020-0140**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and REVERE CONTROL SYSTEMS, INC. hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City’s project hereinafter referenced as Project. The Project is described as follows:

SYSTEM COVERAGE FOR SCADA IMPROVEMENTS

1. SCOPE OF SERVICES. Consultant shall provide **engineering related technical services, construction services and inspection services,** for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of (thirty-one thousand dollars and zero cents) (\$31,000.00).

**The City Administrator Approved this Agreement on the ____ day of
____ 20____ under the Authority Granted by the Franklin Board
of Mayor and Aldermen by Resolution 2012-05**

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:

- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

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

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this

Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.

- 3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;

- (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.

- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

- 6.1 **TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes

- or canals; or any other cause or event not reasonably within the control of either party.
- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
- 7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by

- Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.

- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract 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.

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Eric S. Stuckey
City Administrator
Date: _____

Approved as to Form;

Shauna R. Billingsley, City Attorney

ATTACHMENT A SCOPE OF WORK

Revere Control Systems, Inc. ("Contractor") will provide complete, comprehensive turnkey services including but not limited to configuration, maintenance, repair and replacements, diagnostics, administration, programming, upgrades, documentation and training for all Included systems and software to City of Franklin ("Owner") as defined herein.

Time, system reliability, and functionality are of the essence. The purpose of this contract is to ensure continuous and reliable operation of the system and all components and to meet all regulatory requirements.

1. SYSTEM COVERAGE

- a. System coverage will include but not limited to the water distribution and collection system SCADA Improvements furnished under COF Contract No. 2016-66.
- b. Facilities will be included as they are identified.
 - i. Master Station at the Public Works facility
 - ii. Site RTU and repeater Sites
- c. Technology components related to the Owner's facilities include, but are not limited to the following:
 - i. PLC Hardware Systems HMI and/or OIT Applications
 - ii. Routers and Switches
 - iii. Radio Telemetry Systems and Diagnostic Software
 - iv. Trihedral SCADA Software and Application
 - v. RTU Control Panel
- d. Note that the Owner has "SupportPlus" services for VTSCADA software with Trihedral. Contractors services shall not overlap or duplicate any Trihedral services.

2. SYSTEM ADMINISTRATION SERVICES

- a. The Contractor will provide complete, comprehensive, turnkey service; including (but not limited to: configuration, maintenance, repair and replacements, diagnostics, administration, programming, upgrades, documentation, and training for all included systems and software.
- b. The Contractor will provide support services via remote internet connection to troubleshoot and/or resolve issues if possible. The Owner will provide and maintain an internet connection for this purpose.
- c. The Contractor will provide software support and programming that may be required. This will include (but will not be limited to) software installation and support, database creation and configuration, programming of any required data entry screens, any required reports, and any other required work.
- d. Documentation of the service visit will be provided to the Owner in the format of a Revere Service Report. The Service Report will accompany the pay application and/or

invoice to reflect the services provided.

- e. The Contractor will maintain comprehensive documentation of all work done during each scheduled monthly visit. This will include (but will not be limited to) problem logs, system error logs, system performance logs, and change management logs. The format of this documentation will be determined in conjunction with the Owner's Representative. The Contractor will develop, in conjunction with Owner's personnel, and provide any reports the Owner deems necessary to adequately monitor the status of the systems and the work performed.
- f. The Contractor will be required to coordinate and provide any training necessary for Owner personnel to understand and operate any aspect of all included systems and software.

3. SYSTEMS AND SOFTWARE MAINTENANCE, UPDATES, AND MODIFICATION

- a. The Contractor shall work to ensure reliability, functionality, and timeliness. The Contractor shall ensure all systems are properly functioning before leaving the site. The Contractor will be responsible for making any required changes and/or modifications to (but not limited to) the following systems noted under Item 1, above.
- b. The Contractor will provide any necessary assistance to provide for system additions such as (but not limited to) adding systems to SCADA.
- c. The Contractor will provide all necessary installation, configuration, diagnostics, troubleshooting, programming, modification, and any other necessary work whether online or offline, for all systems and software Including PLC software.
- d. The Contractor will coordinate and document all warranty work for all included systems.
- e. The Contractor will provide any necessary licenses for all software furnished by the Contractor under this Contract. The Contractor shall maintain at a designated Owner location a complete inventory of all licenses.
- f. The Owner's Representative or Owner shall authorize the acquisition of all commodities, hardware and software additions, replacements, and upgrades.
- g. The Contractor will establish and maintain the capability for remote system support. This support will include VPN access to the system(s). This support will also include (but will not be limited to) telephone and email support by qualified Contractor personnel charges at the same rates as onsite service.

4. PREVENTIVE MAINTENANCE SUPPORT

- a. The contractor shall schedule preventative maintenance visits by qualified service personnel.
 - i. Each preventive maintenance visit shall include the following:
 - 1. Visual inspection and cleaning of Revere panels,

2. Replace corrosion inhibitors,
3. Check antenna, cabling and connectors. Coordinate needed repairs with the City,
4. Verify correct operation (e.g., verify cellular is working, verify radio connection and proper operation, trip alarms to verify they are working, etc.), and
5. Verify current versions of application software backups.

5. EMERGENCY SUPPORT

- a. Timely and comprehensive emergency response to failures in the SCADA system is critical. Failure of the Contractor to respond shall be grounds for termination.
- b. The Contractor shall establish a communication response procedure to ensure a response and acknowledgement of an emergency within two (2) hours of being contacted by the Owner. The Contractor shall actively be working to resolve/fix any emergency (as declared by the Owner's Representative) within 24 hours of Declaration of Emergency. The Owner's Representative or designated representative shall have sole authority to declare an Emergency. Upon Declaration of Emergency the Contractor shall provide the following:
 - i. Telephone assistance services from the technical support hotline with qualified personnel shall be available to assist Owner personnel 24 hours a day, 7 days per week. The technical support hotline is manned by technical specialists that will make assessment of the telephone request and determine appropriate action. Examples of appropriate actions are as follows:
 1. Assist Owner personnel to resolve the problem.
 2. Dispatch Systems Technician or Engineer to perform on site repair.
 3. Procure parts as required.
 4. Initiate contact with the Systems Engineer to provide engineering level assistance.
 - ii. Communication via email shall be available.
 - iii. Professional emergency support shall be available on site within twenty-four (24) hours of notice.
 - iv. Control Systems Technician shall be on site within eight (8) hours of notice with necessary troubleshooting and calibration equipment to accomplish the emergency repair(s) or identify necessary actions and procurements required to resolve the emergency.
- c. As noted under item 1.D. above, the Owner has "SupportPlus" services with Trihedral. These services include 24hr emergency support. Contractors services shall not overlap or duplicate Trihedral emergency services.

6. PERSONNEL QUALIFICATION

- a. Contractor personnel shall possess the following minimum qualifications.

- i. SYSTEM ENGINEER

- 1. The System Engineer shall be proficient in developing and implementing water and wastewater solutions with the HMI Software and its core modules. Ability to configure PLC drivers and set up the HMI Software for client-server applications.

- ii. FIELD SERVICE TECHNICIAN

- 1. The Field Service Technician shall be proficient with process control equipment including control panel devices and radio equipment. The Technician shall be sufficiently skilled to provide support in the field to troubleshoot electrical panels and to help fix problems.

- iii. PERSONNEL ASSIGNED

- 1. The Owner is sensitive to continuity of experiences and changes in Contractor personnel described above must be approved by the Owner's Representative prior to working on this contract. Failure to maintain personnel capable of performing the required duties shall be grounds for termination.

7. GENERAL

- a. The Owner shall pay only one contractual rate per individual per visit.
- b. The Contractor shall maintain and store any and all required reports, drawings, records, backups, and any other documentation required by this contract at a location designated by the Owner. The Contractor shall maintain working copies at the Contractor's location as required supplying remote support on the system.
- c. All Emergency Support work shall be coordinated with and authorized by the Owner's Representative or a designated representative. The Owner's Representative or designated representative will determine what constitutes "Emergency Support" and shall make that differentiation when contact is made with Contractor.
- d. All non-Emergency Support must be authorized in writing by the Owner's Representative prior to performance of the work to be eligible for reimbursement.

8. PROCUREMENT

- a. The Contractor shall provide all required parts, supplies, materials, software, licenses, hardware, third party service, and any other materials, as per written estimate, to accomplish all work. The cost of these items shall be paid on a cost plus 10% as outlined below. A copy of the Contractor's invoice(s) from his supplier for such parts, supplies, and materials shall be submitted with the Contractor's invoice for payment. Revere

Control System proprietary parts will be provided at published prices with no markup. Parts, supplies, materials, and any other items shall comply with the manufacturer's specifications and standards.

- b. If requested by the Owner, the Contractor shall provide fixed price quotations for materials, engineering, plant services, or on-site services. This does not relieve the Contractor of the requirement to provide the required backup.
- c. All items procured and incorporated in the work or accepted as spare parts by the Owner will become the property of the Owner.

9. ADDITIONAL LABOR AND OTHER EXPENSES

- a. Any and all labor or other costs required in excess of those itemized herein will be at standard rates and must be pre-approved by the Owner in writing.

10. OTHER VENDORS

- a. The Contractor intends to provide the services requested by the Owner, however, the Contractor reserves the right to utilize other vendors in such cases that specific technical expertise is required. Subcontractors and vendors must be pre-approved by the Owner. Markup shall not exceed 10%.

11. BILLING RATES & PRICING

- a. The following hourly rates will be charged for services provided, including onsite support as well as telephone/remote support.

Labor Category	Regular Working Hours	After-Hours, Weekends, and Holidays
Project Manager	\$160/hour	NA
Project Engineer/Specialist	\$130/hour	NA
Senior Project Engineer/Specialist	\$145/hour	NA
Field Service Technician	\$105/hour	\$/hour
CAD Designer/Operator	\$75/hour	NA

- b. There will be a 10% marking, including freight, on all materials & equipment.
- c. Per hour costs start when Contractor initiates travel to customer location.
- d. Travel expenses and meals shall be paid at cost. The GSA Standard rate for mileage will apply. Hotel and meal costs shall not exceed GSA standard rates. All travel expenses shall be paid pursuant to the City of Franklin Travel Policy.
- e. Materials/equipment purchases shall be proposed to the Owner for review prior to purchase. The Owner reserves the right to procure and provide the materials to the Contractor when it is cost effective for the Owner and does not interfere with work progress.

- f. The Owner will be charged monthly for labor utilized and for business expenses related to the labor. Labor and expenses to be included in the billable hourly services include, but are not limited to:
 - i. Revere personnel including Systems Engineer(s), Field Service Technician, etc.
 - ii. Scheduled on-site service trips.
 - iii. Remote support services.
 - iv. Emergency on-site service trips.
 - v. Owner will be billed for onsite time and expenses.
 - vi. Equipment, software, repairs, and subcontractors.
- g. Work will only be performed and invoiced as authorized by the Owner or designated representatives against the contract budget.

12. BUDGET AND SCHEDULE

- a. This contract is for a one-year period beginning at the signing date or until funds are depleted, whichever occurs first.
- b. Preventive maintenance events shall be performed for a lump sum fee of \$6,000.00 per event plus cost for any replacement materials or parts, and an allowance of \$25,000 is established for all other services, which will be invoiced on a time and materials basis.
- c. The total budget for this contract will be thirty-one thousand and 00/100 dollars (\$31,000.00).



File #: 20-0664

DATE: April 29, 2020
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Resolution No. 2020-67, A Resolution Authorizing The City Of Franklin To Provide Sanitary Sewer Service To 3 Properties In The Ellington Park Subdivision Contingent Upon All Conditions Presented Herein.

PURPOSE:

The purpose of this memo is to provide information to the Franklin Board of Mayor and Alderman (BOMA) concerning the sanitary sewer requests at 107 Beechlawn Drive (Map 106H, Parcel 06100), 402 Ellington Drive (Map 106G, Parcel 07600), and 102 Gilbert Drive (Map 106G, Parcel 07800).

BACKGROUND/STAFF COMMENTS:

Dates of Request: 12/30/2019 (Beechlawn), 1/7/2019 (Ellington), and 12/31/2019 (Gilbert)
SFUE's Requested: 1 per property.
Domestic Water Meter Size(s): Each property has a ¾" domestic water meter.

The recently constructed Henpeck Interceptor crosses each of the properties listed. As a result, the construction plans included a tap for each property. On March 10th, 2020, sewer availability requests for each property were presented to, and approved by, the Board of Mayor and Aldermen. This resolution is proposed to allow the City Administrator to enter into agreements with each property owner, containing the following conditions:

- Property owner expresses a desire to annex into the City when the City deems it appropriate.
- Property owner agrees to participate in any potential future special assessment district within the Goose Creek Basin.
- Property owner is responsible for all costs to connect to the public sanitary sewer system.
- The conditions of the agreement shall be recorded at the Williamson County Register of Deeds.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends approval of this Resolution.

RESOLUTION NO. 2020-67

A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN TO PROVIDE SANITARY SEWER SERVICES TO 3 PROPERTIES IN THE ELLINGTON PARK SUBDIVISION CONTINGENT UPON ALL CONDITIONS PRESENTED HEREIN.

WHEREAS, the Williamson County residents listed below (hereinafter "Property Owners") currently own the properties listed in the Ellington Park Subdivision as delineated in the table below

Owner Names	Property Address	Map and Parcel
Gary T and Bonnie L Barnes	107 Beechlawn Drive	106H --- 06100
Billy D and Julie K Bender	402 Ellington Drive	106G --- 07600
John R and Leean A Luter	102 Gilbert Drive	106G --- 07800

; and

WHEREAS, on the dates delineated in the table below, the Property Owners each submitted a Request for Sewer Availability for 1 SFUE (1 SFUE = 350 gallons per day)

Owner Names	Application Date
Gary T and Bonnie L Barnes	12/30/2019
Billy D and Julie K Bender	1/7/2020
John R and Leean A Luter	12/31/2019

; and

WHEREAS, the Property Owners will be responsible for all costs to connect the Property to the sewer to include, but not limited to, extending the public main, required permits, necessary public and private easements, right of way acquisition, pavement restoration, property restoration and complying with all local, state and federal requirements and all costs associated with the sewer connection and required fees; and

WHEREAS, the Property Owners and all future owners of the Property will be required to participate in any future special assessment district located in the Deerfield Subdivision that requires sewer to be extended through or adjacent to the property; and

WHEREAS, the Property Owners, on behalf of themselves, their heirs and assigns, will agree to convey unto the City of Franklin (hereafter "the City") the irrevocable and perpetual right to file on their behalf a Petition of Annexation at any time after annexation becomes possible.

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

Authority is granted to the City Administrator to enter into the appropriate agreements with the Property Owners to meet the contingencies listed herein as conditions by which the City will provide sanitary sewer services to the Property.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2019

ATTEST:

CITY OF FRANKLIN, TENNESSE

By:_____

By:_____

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to Form

By: _____
Shauna R. Billingsley, City Attorney



File #: 20-0674

DATE: May 1, 2020

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2019-0312, A Professional Services Agreement With Gamble Design Collaborative For The Aspen Grove Greenway Trail Project At A Cost Increase Not-To-Exceed \$90,000.00.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment No. 1 to the Professional Services Agreement (PSA) with Gamble Design Collaborative (GDC) for the design of the Aspen Grove Greenway Trail.

BACKGROUND/STAFF COMMENTS:

On October 24, 2019, the City Administrator approved, on behalf of the BOMA, a PSA (COF Contract No. 2019-0312) with GDC to allow for the conceptual design and preliminary property acquisition services for the Aspen Grove Greenway Trail. The limits of this project are from the existing end of the Aspen Grove Greenway Trail behind NHC Place, Cool Springs to the existing multi-use trail along Mack Hatcher Parkway. This project will provide the final link to connect Aspen Grove Park with the Mack Hatcher Parkway multi-use trail.

With the preliminary design stage nearing completion, the next step is final design. Amendment No. 1 provides for the following additional services that were not included in the original PSA:

- Topographic survey of project limits,
- Preparation of easement exhibits and legal descriptions,
- Jurisdictional wetland determination, and
- Final design and preparation of construction documents.

FINANCIAL IMPACT:

Amendment No. 1 is for a total not-to-exceed cost of \$90,000.00. With approval of Amendment No. 1, the total ceiling of COF Contract No. 2019-0312 will become \$113,000.000.

To date, expenses for this project have been paid from the Parkland Dedication Quadrant 1 Fund, which corresponds to a General Ledger (GL) code of 155-89460-44701. It is anticipated that project expenses will still be paid from this funding source.

RECOMMENDATION:

Staff recommends approval of Amendment No. 1 to the PSA (COF Contract No. 2019-0312) with Gamble Design Collaborative at a cost increase not-to-exceed \$90,000.00.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR ASPEN GROVE TRAIL PROJECT
COF Contract No. 2019-0312**

THIS AMENDMENT is made and entered into on this the _____ day of _____, 2020, by and between the **City of Franklin, Tennessee**, and **Gamble Design Collaborative**.

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Aspen Grove Trail, dated the 24th day of October 2019; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of TWENTY-THREE THOUSAND AND NO/100 DOLLARS (\$23,000.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated April 27, 2020, in the amount of **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an 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. Consultant agrees to perform the work as proposed in their April 27, 2020, letter of proposal (**Exhibit A**) 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. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00)**.

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 October 24, 2019, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

Gamble Design Collaborative

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Maricruz R. Fincher, Staff Attorney



March 16, 2020
Revised April 27, 2020

Paul Holzen, City Engineer
City of Franklin
Engineering Department

**Regarding: Amendment 1
Scope of work for Aspen Grove Greenway Trail
COF Contract No. 2019-0312**

Dear Paul,

Please find the scope of work below regarding surveying, engineering, and final design of the Aspen Grove Greenway Trail.

Scope of Work:

Task II: Survey

I. Project Management

GDC shall coordinate with the consultant team, the City of Franklin, and the property owners in the preparation of the Construction Documents for the Greenway Trail.

II. Site Survey – provided by Civil & Environmental Consultants, Inc. (CEC)

1.0 Project Understanding and Purpose

CEC understands that a route topographic survey and a jurisdictional wetland determination is needed for the design of a greenway trail extension which will traverse the following property(s) located in Williamson County, Tennessee:

- Map 63, Parcel 28.00 – Cumberland & Western Resources, LLC
- Map 53, Parcel 109.01 – Vanderbilt Legends Club
- Map 62, Parcel 44.00 – Middle TN Electric Membership Corp.
- Map 62, Parcel 45.06 – VA Aspen MOB, LLC
- Map 62, Parcel 45.05 – Franklin Land Co, LLC
- Map 62, Parcel 45.00 – P&K, LLC
- Map 62, Parcel 45.02 – NHC Healthcare Cool Springs, LLC

An approximate location of the trail, topo/wetland mapping limits and properties listed above are shown on Figure 1 (attached). The proposed greenway trail and route of survey is approximately 2,500 linear feet. CEC also understands that preparation of easement exhibits and descriptions will need to be included within the scope of services provided below.

Development planning, design, and management.

greggamble209@gmail.com
615.975.5765 cell
615.224.8378 office
144 Southeast Parkway, Suite 230
Franklin, Tennessee 37064

2.0 Survey Scope of Services

CEC proposes to complete the following task(s):

Task 0001 – Route Topographic Survey

CEC proposes to provide a route topographic survey which will follow the approximate route of the proposed Aspen Grove greenway trail alignment as depicted on Figure 1 (attached), the breadth of this survey being approximately 50' each side of the proposed trail alignment. CEC will utilize skilled survey technicians equipped with GPS and Robotic Total Station survey instruments. The survey will be referenced to the Tennessee State Plane coordinate system (NAD83) and the North American Vertical Datum of 1988 (NAVD88, Geoid18). Within the limits of topographic survey, CEC will collect sufficient data to model the existing ground surface at 1-foot contour intervals. Also, within the survey area CEC proposes to provide the location of trees (including species & size) which have a diameter at breast height (DBH) of 8" or greater, limits of the vegetated drip line, top of bank for the south side of Spencer Creek, sanitary and storm structures (including when visible and accessible invert elevations, pipe size and material), rock lined outfalls adjacent to the proposed trail, visible above-ground utilities or utility markings, easements which are referenced by the current deeds and/or plats of record for the subject property(s), and property boundaries which cross the proposed trail alignment. Survey project drawings will be delivered to the Client in CAD (*.dwg) and PDF (*.pdf) formats. Utilities will be shown according to surface observations combined with plans and markings provided by calling the TN811. It is CEC's experience TN811 may not respond to a request for markings unless excavation activities are involved. TN811 does not mark utility lines or services on private property. The surveyor makes no guarantee that the utilities located comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities located are in the exact location indicated. For utility lines or service locations on private property, CEC can retain the services of a private underground utility location service for an additional fee upon request.

It is understood that the Client hereby grants CEC or represents and warrants (if the site is not owned by the Client) that permission has been duly granted for a Right-of-Entry by our firm, agents, staff, consultants and subcontractors for the purpose of obtaining field information pertinent to the subject project.

Task 0002 – Easement Exhibits and Legal Descriptions

CEC proposes to provide easement exhibits and legal descriptions as needed for the project. These exhibits and descriptions will be sealed by a surveyor licensed in the State of Tennessee and will show an All Access Public Easement (AAPE) relative to the property boundary(s) as described by the current deeds and/or plats of record. For the purposes of this proposal, CEC has provided a fee based on the assumption that 7 (seven) total easement documents will be required. Additional costs may be incurred if CEC is requested to provide easement documents beyond the 7 (seven) that are anticipated. Deliverables will consist of the easement documents in PDF (*.pdf) format.

Task 0003 – Jurisdictional Wetland Determination

The scope of this task is to provide a Waters of the State and Waters of the US Determination (i.e., wetlands) within the designated survey area. In performing the jurisdictional determination(s), the 1987 Corps of Engineers Wetlands Delineation Manual and the 2012 Regional Supplement: Eastern Mountains and Piedmont Region, Version 2.0, will be closely followed to establish a description of the soils, plants and hydrologic conditions of the site. CEC will perform the following tasks:

1. Using the 1987 Corps of Engineers Wetland Delineation Manual and the 2012 Regional Supplement: Eastern Mountains and Piedmont Region, Version 2.0, delineate potential hydrologic features located within the proposed site limits.
2. Complete the Corps of Engineers Wetland Data Forms for each wetland/upland sampling site.
3. Using a Trimble® GeoXT GPS Unit, map the wetland boundaries (if present) to determine area, length, and log lat/long of each soil pit along with hue, value and chroma of the soil using a standard Munsell® Color Chart.
4. Prepare a summary report describing the findings that includes the routine wetland determination data forms, a photo summary, and delineation maps. CEC will submit a draft report to the client for review before submitting to the U.S. Army Corps of Engineers (USACE), Nashville District and the Tennessee Department of Environment and Conservation (TDEC) Environmental Field Office in Nashville.

3.0 Survey Schedule

CEC can begin work on this project within 10 days of your notification to proceed, weather permitting, and anticipates delivery of the topographic survey (Task 0001) approximately 20 working days after the commencement of field work. The jurisdictional wetland determination report can be delivered within seven days following the field survey.

III. Engineering and Site Design – Provided by M2 Group, LLC and GDC, LLC

Design Collaborative, LLC (GDC) is managing the design and approvals for the Aspen Grove Greenway trail project for the City of Franklin and M2 Group, LLC (M2G) is providing the Civil Engineering design. The proposal is based on these items:

- a. The project is located on several (approximately 5) different parcels of land on the north side of Mack Hatcher Parkway, just south of Legends Golf Club along Spencer Creek in the City of Franklin, Williamson County, TN. This will be a City of Franklin (COF) funded project to connect two existing greenway trails under Mack Hatcher Parkway.
- b. The project consists of a proposed asphalt greenway trail approximately 12' in width and traversing a distance of approximately 2,740+/- linear feet from the end of the existing trail behind the NHC complex on Cool Springs Boulevard connecting to the existing trail on the south side of Mack Hatcher Parkway at its crossing with the Harpeth River.
- c. It is understood that GDC will manage the project with COF, coordinate the overall project schedule, prepare any and all submittals for review/approval, determine the final alignment of the greenway trail, prepare all landscape design necessary, and be the liaison with the COF for the project. The project surveyor will be CEC, Inc. who will also handle any and all wetland/ARAP delineations and permitting necessary.
- d. The project will be publicly bid to contractors for construction after review and approval of the construction drawings, easement acquisition, and approval to commence as granted by COF Staff and BOMA.

Scope of Services:

Task 0004 Preliminary Due Diligence.

- Perform a site visit to visually inspect property, obtain photo documentation, observe site conditions, tree coverage, existing use and adjacent uses, location of utilities and/or obstacles, and determine visual opportunities and constraints that may impact potential development.
- Perform preliminary utility & zoning research (water, sewer, storm sewer, gas, electric, phone/cable, etc.) to determine any utility location constraints based on desired construction & development goals.

- Conduct preliminary research & meetings with City & TDOT staff (planning, engineering, water/sewer, etc.) to discuss site opportunities and constraints and permitting requirements, as needed.
- Attempt to identify extraordinary off-site improvements that may be required to service the proposed project (easements that may be necessary for access, greenway alignment issues, stream buffering concerns, grading/retaining wall issues, etc.).

The project timeline and project requirements will be coordinated by GDC, and the process of developing the materials for the Site Plan Submittal will commence. Also, included in this task will be meetings and/or telephone calls with the City of Franklin Water & Sewer Department, Atmos Gas, MTEMC, Comcast, and ATT (if necessary) to discuss which utility locations may be in conflict, as well as to identify potential easement locations for discussions with landowners, and discuss any impacts/constraints on the development site based on existing infrastructure.

GDC and M2G will refine the conceptual greenway alignment plan that maximizes the design objectives of the client that can be placed on the subject property that adheres to the City ordinances. This conceptual alignment plan will be presented to the COF Staff for review and comment and revisions will be made to develop a final alignment plan.

Task 0005 Engineering Design Services

M2G will utilize the conceptual greenway alignment plan to develop the follow items for further refinement and analysis by the project stakeholders:

- a. Vertical and Horizontal geometry of greenway centerline alignments
- b. Utilizing Autodesk Civil3D software, an alignment with a typical section will be developed
- c. Cross-Sections every 50' will be developed
- d. Preliminary earthwork calculations will be performed for refinement of vertical alignment
- e. Determination of location, height, and impact of retaining walls, as necessary
- f. Mitigate, to the extent possible, encroachment into stream buffers and floodplains/floodways

Based on the results of these detailed engineering iterations, coordination and feedback from the COF staff will be obtained in order to determine the projects final alignments. Once this is determined, detailed construction drawings can be developed. It is anticipated that a minimum of three (3) meetings will be held with COF Staff during this stage.

GDC and M2G will prepare the necessary plans, design, and information to submit to COF for the Plan Review Submittal. These plans will include, at a minimum, the following sheets:

- a. Cover Sheet
- b. Existing Conditions Plan
- c. Site Layout Plan
- d. Grading & Drainage Plan with cut/fill analysis
- e. Trail to be designed with a maximum slope of 5% unless otherwise approved by the client.
- f. Utility Plan if needed. Emergency call boxes are anticipated to be solar.
- g. Details & Specifications/Notes
- h. ROW/Easement & Access Plans
- i. Stormwater Management/Erosion Control Plans (including calculations)

GDC and M2G will incorporate revisions to the site plan based on comments from COF Staff and resubmit to the City for final acceptance of site plan. GDC and M2G will also attend meetings with the City for Planning Commission and other staff meetings, if required, to obtain final entitlements.

Task 0006 Final Engineering Design/Construction Documents

M2G will prepare the final engineering design/construction documents for submission and approval with COF. These will include the final engineering details necessary for construction

bidding and building of the project. Also, included in this task are the preparation of permit applications required for construction permits. Final construction documents will include landscape design & site lighting as prepared by others.

The following permits will be obtained for the project:

- Stormwater Management Permit
- Grading & Erosion Control Permit
- NPDES (NOI/NOC) Permit (if required)

IV. Exclusions:

1. Variances/modifications of standards and/or submittals to BZA
2. Submittals and/or approvals to the Stormwater Appeals Board
3. HEC-RAS modeling
4. FEMA permits (LOMA, LOMR, CLOMR, etc.)
5. Environmental permitting (FEMA, TDEC, USACOE, USFWS, etc.) including ARAP, NWP, and 404D permits, unless specifically stated
6. Photometric or Lighting Design
7. Hydrant Flow Tests
8. Irrigation Design
9. Traffic Impact Study and Analysis
10. As-built surveys and certifications as required by the City/Others.
11. Geotechnical investigations and/or Analysis
12. Infiltration Testing for stormwater management facilities
13. No Architectural design services (structural, mechanical, electrical, plumbing, architecture, etc.) are included in this contract and will be performed by others.
14. Structural design of retaining walls to be by contractor as a design-build contract and/or by others.
15. Structural design of bridge/stream crossing is to be performed by others.
16. No design of off-site improvements (road, utility, etc.) are included as part of this proposal, unless specifically stated.

V. Fee Proposal

Task 0001 – Route Topographic Survey	\$11,000
Task 0002 – Easement Exhibits and Legal Descriptions (6 est)	\$3,000
Task 0003 – Jurisdictional Wetland Determination	\$3,500
Task 0004 – Preliminary Due Diligence	\$12,500
Task 0005 – Engineering Services	\$40,000
Task 0006 – Final Engineering Design/Construction Doc	\$20,000

Amendment 1 Total \$90,000

Sincerely yours,



Gamble Design Collaborative

Greg Gamble
144 Southeast Parkway
Suite 200
Franklin, TN 37064

Development planning, design, and management.

greggamble209@gmail.com
615.975.5765 cell
615.224.8378 office
144 Southeast Parkway, Suite 230
Franklin, Tennessee 37064



File #: 2019-0139

DATE: April 2, 2020

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

Consideration Of **Draft** Amendment 2 To COF Contract No. 2019-0139, A Professional Services Agreement With Barge Design Solutions, Inc. For The Design Of The Southeast Multipurpose Complex (Park) At A Lump Sum Cost Increase Of \$120,200.00.

PURPOSE:

The Purpose Of This Memorandum Is To Provide Information To The Franklin Board Of Mayor And Aldermen (BOMA) concerning Amendment No. 2 to the Professional Services Agreement (PSA) for the design of the Southeast Multipurpose Complex (Park).

BACKGROUND/STAFF COMMENTS:

On May 14, 2019, the BOMA approved a PSA (COF Contract No. 2019-0139) with Barge Design Solutions, Inc. (Barge) for the design of the Southeast Multipurpose Complex. More specifically, this PSA allows for the design of the park-related elements of the complex. On October 8, 2019, the BOMA approved Amendment No. 1 to this PSA. That amendment allowed for the design of the inclusive playground for the design of the water main feeding the complex.

As design has progressed, there is need for some design modifications and additions. These modifications and additions include:

- the relocation of a large portion of the main access road to better accommodate sanitary sewer infrastructure on the site,
- the addition of curb & gutter drainage along the main access road,
- the addition of a multipurpose storage building,
- a size increase to the planned park facilities maintenance building, and
- the addition of fire sprinklers to the concession, restroom, and maintenance buildings.

Amendment No. 2 allows for the above listed modifications and additions.

FINANCIAL IMPACT:

Amendment No. 2, as proposed, is for a lump sum cost of \$120,200.00. With approval of this amendment, the total ceiling for this PSA (COF Contract No. 2019-0139) will become \$1,330,700.00.

Preliminary expenses for this project have been programmed to be paid from the Capital Project Fund (310-89310-44700). Ultimately, revenue from multiple funding sources will be used for project expenses.

RECOMMENDATION:

Staff recommends approval of Amendment 2 to the PSA (COF Contract No. 2019-0139) with Barge Design Solutions, Inc. at a lump sum cost increase of \$120,200.00.

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
DESIGN OF INTERSECTION IMPROVEMENTS AT THE
MCEWEN DRIVE INTERCHANGE WITH I-65
COF Contract No. 2019-0139**

THIS AMENDMENT is made and entered into on this the ____ day of _____ 20____, by and between the **City of Franklin, Tennessee** ("City") and **Barge Design Solutions, Inc.** ("Consultant").

WITNESSETH:

WHEREAS, on May 14, 2019 City and Consultant entered into a Professional Services Agreement ("Agreement") entitled **Southeast Multipurpose Complex**; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a lump sum fee of Nine Hundred Ninety-Eight Thousand and No/100 Dollars (\$998,000.00) for survey, engineering, and related technical services, as detailed in the Scope of Services; and

WHEREAS, on October 8, 2019, the Board of Mayor and Aldermen ("BOMA") approved Amendment No. 1 to the Agreement with the Consultant for the additional design of an inclusive playground and a water main along the main access road at a lump sum cost increase of Two Hundred Twelve Thousand Five Hundred and No/100 Dollars (\$212,500.00); and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated March 25, 2020 for an increase in engineering services in the lump sum amount of **One Hundred Twenty Thousand Two Hundred and No/100 Dollars (\$120,200.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an 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. Consultant agrees to perform the work as proposed in Attachment A, dated March 25, 2020, 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. City shall pay Consultant for the cost of the work as described in Attachment A in the lump sum amount of **One Hundred Twenty Thousand Two Hundred No/100 Dollars (\$120,200.00)**.

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 May 14, 2019, and Amendment No. 1, dated October 8, 2019, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE:

ALFRED BENESCH & COMPANY:

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney



March 25, 2020
Barge File No. 35968-10

Mr. David Hodnett
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064

RE: ~~ADDENDUM 2~~ AMENDMENT NO. 2
ROADWAY AND PARK DESIGN MODIFICATIONS AND ADDITIONAL FACILITIES SCOPE
SOUTHEAST MUNICIPAL COMPLEX

Dear Mr. Hodnett:

Barge Design Solutions, Inc. (Barge) encloses the details of our proposal for ~~Addendum 2~~ **Amendment No. 2** to the Southeast Municipal Complex contract. The additional services include the revision of the roadway and inclusive playground due to modifications required to avoid conflict with an existing sanitary sewer, addition of a piped storm sewer system, the increase in size and complexity of the maintenance facility and the addition of a storage facility. The details of our proposed scope of work are outlined in the enclosed Attachment A.

This proposal was prepared based on my understanding of the project description. If we have not fully addressed your project requirements, or if you have any other questions regarding the proposal, please advise me immediately by calling (615) 252-4329.

Please have the party responsible for our fee sign and return to us the enclosed Additional Services Agreement as your acceptance of the proposal and as your authorization to proceed. We will forward a fully executed copy to you.

Sincerely,

Barge Design Solutions, Inc.

A handwritten signature in blue ink that reads "Adrian Ward".

Adrian Ward
Manager

F:\35\35968\3596810\01_PM\CONTRACT\CHANGE_ORDERS\ASA002-BuildingProgram\2020_03_25_Atta_Master.docx

Enclosures

cc: Mr. Paul Holzen, City of Franklin
Ms. Lisa Clayton, City of Franklin
Barge Project Team

Barge Design Solutions, Inc.**ADDITIONAL SERVICES ADDENDUM 002 AMENDMENT NO. 2**

This addendum, dated March 25, 2020, to the Professional Services Agreement dated May 14, 2019, between the City of Franklin (**Client**) and Barge Design Solutions, Inc. (**Barge**) is for additional services described as follows:

Project: Southeast Municipal Complex – COF Contract No. 2019-0139

Project Description: Roadway/Park Design Modifications and Additional Facility Scope

- I. PROFESSIONAL SERVICES:** **Barge** agrees to perform the following additional services under this Addendum:

See Addendum - Attachment A

- II. COMPENSATION:** The compensation to be paid to **Barge** for providing the requested additional services shall be:

See Addendum - Attachment A

- III. TERMS AND CONDITIONS:** Services performed under this addendum are subject to the same terms and conditions described in the Professional Services Agreement dated May 14, 2019.

City of Franklin		Barge Design Solutions, Inc.	
By:		By:	
Printed Name:		Printed Name:	
Title:		Title:	
Address:		Address:	615 3 rd Avenue South, Suite 700 Nashville, Tennessee 37210
Date Signed:		Date Signed:	



The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Client's Responsibilities
- VI. Deliverables
- VII. Compensation

I. Project Description

Barge Design Solutions, Inc. (Barge) is proposing to provide additional design phase services for the Southeast Municipal Complex (COF Contract No. 2019-0139).

Project Changes

Amendment No. 2 is for additional design services to the original park design, which includes relocation of the main entrance road, addition of curb and gutter and associated storm sewer system, tripling the size and complexity of the maintenance building, adding a new multipurpose storage building, and providing sprinklers to the concession/restroom and maintenance buildings.

II. Scope of Services

Barge proposes the following Scope of Services related to the above-noted items.

- A. Project Changes – Civil and Landscape Architecture
 - 1. Realignment of main entrance road to allow for relocation of existing sanitary sewer (See Exhibit A)
 - a. Update vertical and horizontal alignments.
 - b. Update grading model, drainage, and utilities.
 - c. Update of HEC-RAS model and associated CLOMR documentation.
 - 2. Addition of curb and gutter on main entrance road and associated stormwater system in lieu of roadside ditches
 - a. The main entrance road will be provided with curb and gutter and a storm sewer system that will convey stormwater to bioretention ponds, detention ponds, and grass-lined ditches/swales.
 - b. Prepare stormwater calculations to determine number and spacing of inlets and pipe sizes along the main entrance road.
 - 3. Inclusive playground modifications due to roadway changes
 - a. Update overall site layout of the inclusive playground area, including revised parking and future amenities in accordance with the entrance road realignment.
 - b. Prepare a new playground concept per the revised site layout.

- c. Submit the playground concept to the community stakeholders' group and City for review and comment; incorporate any additional comments into schematic design.
- d. It is our understanding that sprinklers will not be required or added to the restroom/pavilion building.

B. Project Changes – Facilities

1. Concession/restroom Building – Reduction from 5,000 SF to 4,350 SF.
2. New multipurpose storage building– Provide architectural and engineering services for the design of a 21'4" x 50'0" storage building with an eave height of 9'4". Architectural design includes the following:
 - a. The building will consist of three (3) storage spaces for individual sports/uses. Each storage space will be provided with an overhead door and a man door for access from the exterior.
 - b. A men's and women's accessible restroom will be provided.
 - c. A mechanical / electrical room will be included in the design.
 - d. The building will be provided with heating and ventilation.
 - e. Exterior and interior architectural finishes will match the style and appearance of the other buildings in the park based on the use and function of the spaces
 - f. Services to be provided include structural, mechanical, plumbing, and electrical engineering.
3. Park facilities maintenance building increase in size and scope – The original plan of the maintenance building's intended use was a 3,500-square-foot building for the storage of equipment and supplies and space for maintaining the equipment. During the programming phase of the design, these requirements were expanded upon and additional functions and complexity were requested. These changes resulted in the building area increasing to 11,250 square feet and the architectural program now consists of the following:
 - a. An additional 25'0" x 50'0" (1,250 SF) wash bay with associated plumbing and under slab drainage and chemical locker storage.
 - b. Five (5) 25'0" x 50'0" (6,250 SF) open bays with overhead doors for equipment and maintenance.
 - c. A 3,750-square-foot office space with the following amenities:
 - (1) Four (4) offices
 - (2) Open office with lobby
 - (3) Conference room
 - (4) Breakroom
 - (5) Inventory
 - (6) Men's and women's restrooms
 - (7) Space within the restrooms for staff lockers and shower
 - d. Heating and ventilation of the maintenance bay and wash bay.
 - e. Heating and air conditioning for the 3,750 square foot office portion of the building.
 - f. Exterior and interior architectural finishes will match the style and appearance of the other buildings in the park based on the use and function of the spaces
 - g. Services to be provided include structural, mechanical, plumbing, and electrical engineering.
4. Added building sprinklers to the restroom/concessions/storage and the maintenance building – As requested by the City of Franklin's agencies, fire protection design will be provided to these two buildings to eliminate the cost of providing paving for fire truck access. The construction type and occupancy of these facilities did not require sprinklers in the initial master plan. In order to determine if this is a viable option, the following will be required:

- a. Design calculations to determine the required capacity will be provided at schematic design.
- b. The available pressure and flow at the existing water line where the new domestic water line will be connected will be verified. Upon review and analysis of the available pressure and flow in coordination with the domestic water line design, Barge will determine if the design capacity required for the sprinklers can be accommodated and will be reported in the schematic design phase.
- c. If the capacity required can be accommodated, design will proceed to final design. In the event that the required capacity cannot be attained without an above ground tank and fire pump, prior to the final design of the sprinkler systems, a different design approach will need to be negotiated to establish a more economical solution.

III. Project Understanding, Assumptions, and Exclusions

- A. Barge will provide the above-noted services based upon the following:
 1. It is assumed that there is adequate fire water pressure and flow to serve the fire sprinkler systems and that a fire pump or aboveground storage tank is not required. At a minimum, the schematic design of the fire sprinkler system and domestic water line will be investigated to respond to this assumption prior to proceeding with the final design of the sprinkler system.
 2. The understandings, assumptions, and exclusions listed in the original contract also apply to these additional services.
- B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees. Excluded services identified in the original contract also apply to these additional services.
 1. Construction phase services.
 2. Additional meetings or workshops other than those covered in the original contract and previous addenda.
 3. Fire protection design for buildings other than those listed above.
 4. The existing sanitary sewer relocation will be designed by others.

IV. Time of Performance

The project schedule has been updated and attached as Exhibit B. Barge and Client are aware that many factors outside Barge's control may affect Barge's ability to complete the services to be provided under this agreement. Barge will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

V. Client's Responsibilities

Barge strives to work closely with our clients. For the project team to function efficiently, certain information needs to be provided by Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
- B. Provide review comments in a timely manner.
- C. Provide a single point of contact for project coordination purposes.

VI. Deliverables

Several deliverables will be produced as part of the basic professional services. The following is a list of documents that will be produced as a part of this effort.

- A. Revised schematic design documents for the changes noted in Section II.
- B. Construction plans, notes, and details (Schematic, Design Development, and Construction Document submittals) for the new additional services noted in Section II above
- C. Revised playground layout and concept.

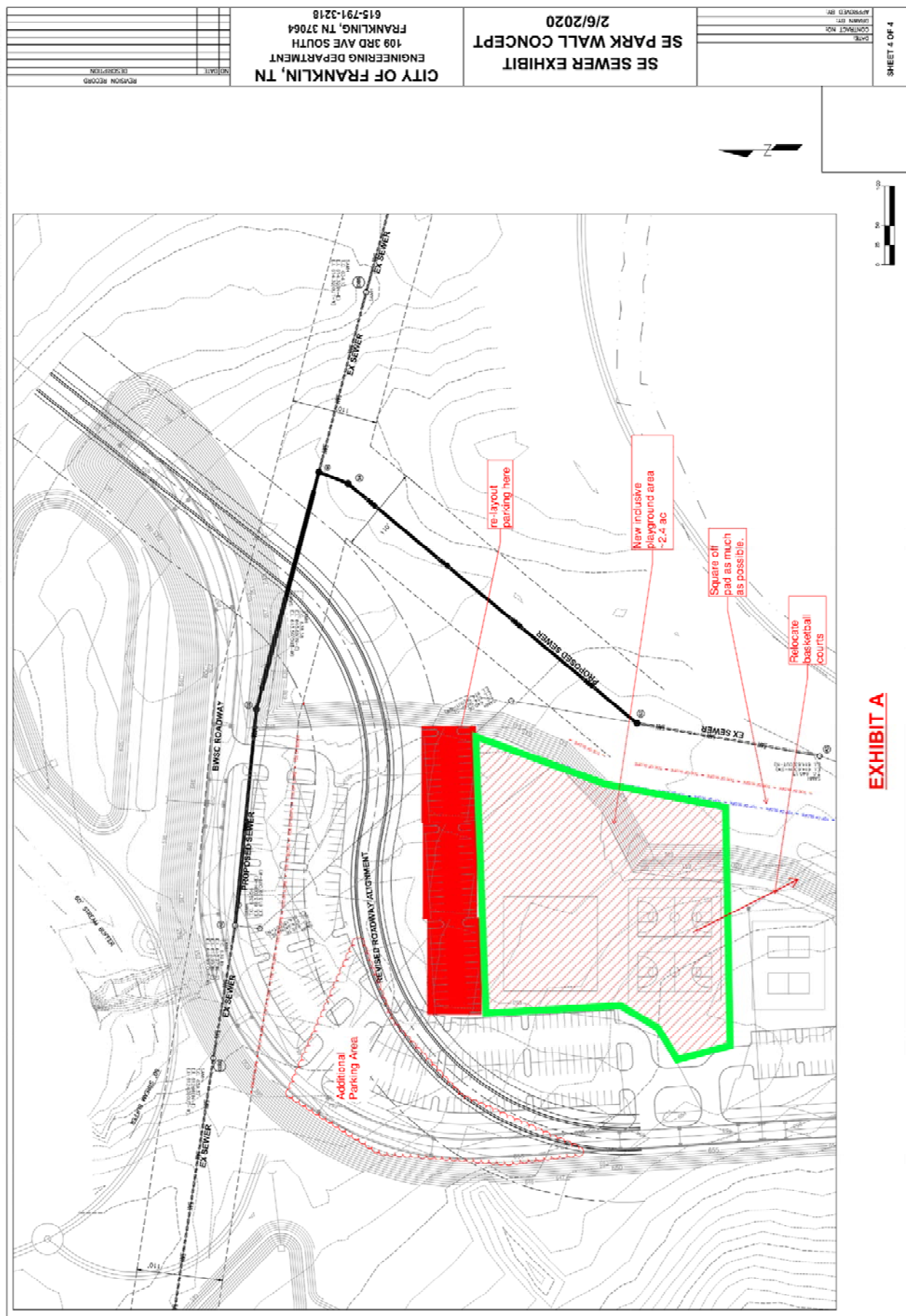
VII. Compensation

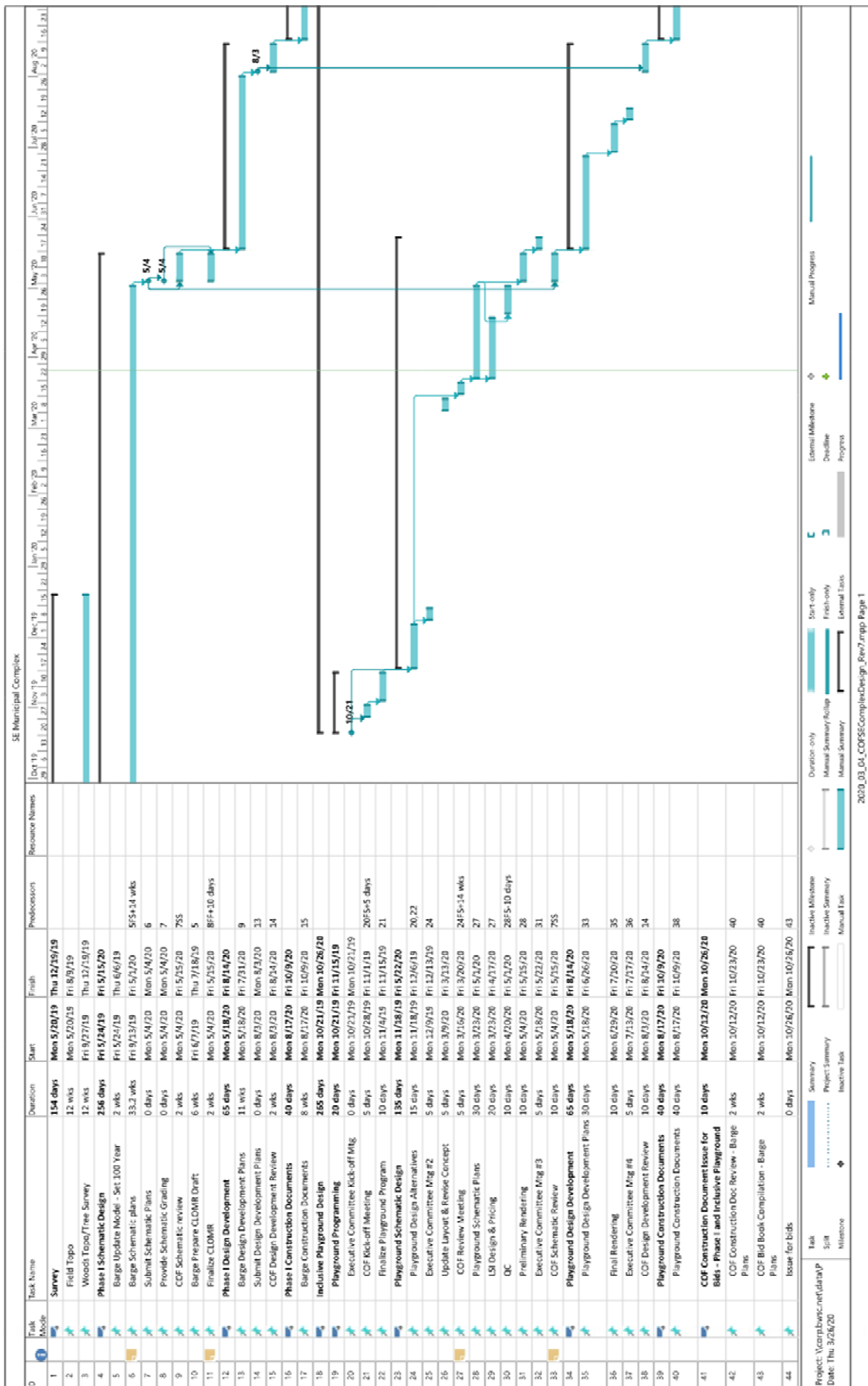
The compensation to be paid to Barge for providing the additional requested services is provided in the Fee Summary Table below.

Fee Summary Table

Items	Fee Type	Fee Amount
A. Reduce Concession Building Credit	Lump Sum	- \$ 4,800
B. Project Changes – Civil and LA	Lump Sum	\$ 45,000
C. Project Changes – Facilities	Lump Sum	\$ 80,000
Total Addendum 2	Lump Sum	\$120,200

The fees provided above are valid up to three (3) months from the date of this proposal.



**EXHIBIT B**



File #: 20-0732

DATE: May 12, 2020
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Consideration Of **Draft** Amendment 1 To COF Contract No. 2018-0063, A Professional Services Agreement With Alfred Benesch & Company For The Design Of West Main Street Bridge Widening At A Lump Sum Cost Increase Of \$14,185.00.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment No. 1 to the Professional Services Agreement (PSA) with Alfred Benesch & Company (Benesch) for the design of the West Main Street Bridge Widening.

BACKGROUND/STAFF COMMENTS:

In 2015, a contractor working for the Tennessee Department of Transportation (TDOT) replaced the bridge on West Main Street that crosses West Main Branch. Prior to the bridge replacement, a few feet of shoulder existed on the north side of the bridge. This shoulder allowed pedestrians to cross West Main Branch without stepping into the travel lane. Because this was not an official sidewalk, TDOT eliminated the extra space on the replacement. Since this replacement, the City has received several complaints about the inability for pedestrians to safely cross West Main Branch.

On September 10, 2019, the BOMA approved a PSA (COF Contract No. 2018-0063) with Benesch to design the widening of the bridge on West Main Street across West Main Branch. While the design is well underway, the project team realizes the need for some additional design services for this project. This additional design includes:

- Additional survey not included in the original scope,
- Additional design to address possible stormwater ponding at a property directly adjacent to the project, and
- Hydraulic modeling and analysis needed to produce "no-rise" documentation for the widening of the bridge.

This Amendment No. 2 allows the designer to address the above listed concerns.

FINANCIAL IMPACT:

Amendment No. 2 is for a lump sum cost increase of \$14,185.00. With the approval of this amendment, the total contract ceiling will become \$69,319.00.

To date expenses for this project have been paid from the General Fund, which corresponds to a General Ledger (GL) code of 110-89450-43100. Staff anticipates the continued use of this funding source for this project.

RECOMMENDATION:

Staff recommends approval of Amendment 1 to the PSA (COF Contract No. 2018-0063) with Alfred Benesch & Company at a lump sum cost increase of \$14,185.00.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN OF WEST MAIN STREET BRIDGE WIDENING
COF Contract No. 2018-0063**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 202__, by and between the **City of Franklin, Tennessee** ("City") and **ALFRED BENESCH & COMPANY** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Design of Intersection Improvements at the McEwen Drive Interchange with I-65 ("Project"), dated the 10TH day of September 2019; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not-to-exceed fee of Fifty-Five Thousand One Hundred Thirty-Four and No/100 Dollars (\$55,134.00), as authorized by the City Engineer and as detailed in the Fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated March 10, 2020, for an increase in engineering services in the amount not-to-exceed **FOURTEEN THOUSAND ONE HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$14,185.00)**; 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. Consultant agrees to perform the work as shown in their March 10, 2020, letter of proposal ("Attachment A"), 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. City shall pay Consultant for the cost of the work as described in Attachment A in the amount not-to-exceed **FOURTEEN THOUSAND ONE HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$14,185.00)**.

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 September 10, 2019, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

(Signatures on Next Page)

The CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore
Mayor
Date: _____

ALFRED BENESCH & COMPANY

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Sauna R. Billingsley
City Attorney



Alfred Benesch & Company
8 Cadillac Drive, Suite 250
Brentwood, Tennessee 37027
www.benesch.com
P 615-370-6079
F 615-627-4066

March 10, 2020

Mr. Jonathan Marston, PE
City of Franklin
109 Third Avenue South, Suite 142
Franklin, TN 37064

RE: Supplemental Scope and Man-day Estimate to Provide Engineering Services
West Main Street over Sharps Branch near Roberts St.
Franklin, TN

Dear Mr. Marston:

As requested, we have completed a scope and man-day estimate to identify items that were added to the project outside the original scope of services. We appreciate the opportunity to submit this information for your review. The additional scope of work items are detailed as follows:

1. Additional Survey Services – Field Work – (HMB Professional Engineers, Inc.)
 - a. Provide Field survey for additional area approximately 160'x55'
 - b. Survey Data Processing not included.
 - c. Survey will be provided in the State Plane Coordinate System.
 - d. Includes mileage and supplies.
 - e. HMB will be responsible for contacting property owners
2. Roadway Design
 - a. Process additional survey based on files provided by HMB
 - b. Develop drainage plan to address ponding concerns on/near gas station parcel
3. FEMA No-Rise Documentation
 - a. Benesch will perform the hydrologic and hydraulic analysis in accordance with standard engineering practice, "TN NFIP Guidance Document: No-Rise Submittals" and FEMA's "Instructions for Completing the Application Forms for Conditional Letters of Map Revision and Letters of Map Revisions" (rev 04/2017). This analysis is based on the following assumptions:
 - b. FEMA's Sharps Branch steady state hydraulic model in HEC-RAS format is available to Benesch and is consistent with FEMA's corresponding effective FIS and effective FIRM dated December 22, 2016.
 - c. No new hydrologic flows will be determined on Sharps Branch. The hydraulic analysis will use the same flows from the effective hydraulic model that supports FEMA's corresponding FIS and FIRM dated December 22, 2016.

Mr. Marston
Page | 2



- d. Analysis of a water surface profile hydraulic model and floodway hydraulic model for the following conditions:
- i. Effective FEMA hydraulic analysis
 - ii. Existing site conditions of the crossing
 - iii. Proposed site conditions of the crossing which will reflect the design of the replacement structure.

Based on the above scope of additional services the total supplement amount is as follows:

Item 1	Lump Sum	\$ 1,585.00
<u>Item 2-3</u>	<u>Lump Sum</u>	<u>\$12,600.00</u>
	Total	\$14,185.00

If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sammie McCoy".

Sammie McCoy, PE
Vice President



File #: 20-0733

DATE: May 13, 2020
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

Consideration Of **Draft** Amendment 1 To COF Contract No. 2019-0098, A Professional Services Agreement With Alfred Benesch & Company For Design Of Southeast Park Bridge & Carothers Parkway Intersection Improvements At A Lump Sum Cost Increase Of \$47,040.00.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment No. 1 to the Professional Services Agreement (PSA) with Alfred Benesch & Company (Benesch) for the design of the Southeast Municipal Complex (Park) bridge and Carothers Parkway intersection improvements.

BACKGROUND/STAFF COMMENTS:

On April 23, 2019, the BOMA approved a PSA (COF Contract No. 2019-0098) with Benesch to design a bridge across the Harpeth River and intersection improvements to Carothers Parkway to allow access to the Southeast Municipal Complex/Park that is currently under design.

During design, the consultant has been asked to provide several services that were outside the original scope of services. These additional services include:

- Coordination of utilities,
- Design of utilities,
- Coordination and design of roadway and bridge lighting,
- Additional design for the use of an earthwork borrow area on the project site,
- Additional design to accommodate unsuitable soils in the area of the bridge approaches and abutments, and
- Review of a potential retaining wall to accommodate the future excavation and replacement of a sewer line.

To keep the project moving, this work has already been performed, in good faith, by the design team. Amendment No. 1 allows for the designer to be compensated for the above listed additional services that were requested by staff.

FINANCIAL IMPACT:

Amendment No. 1, as proposed, is for a lump sum cost increase of \$47,040.00. With approval of this amendment, the total ceiling for this PSA (COF Contract No. 2019-0098) will become \$405,696.00.

Preliminary expenses for this project have been programmed to be paid from the Capital Project Fund (310-89310-44700). Ultimately, revenue from multiple funding sources will be used for project expenses.

RECOMMENDATION:

Staff recommends approval of Amendment 1 to the PSA (COF Contract No. 2019-0098) with Alfred Benesch & Company for a lump sum cost increase of \$47,040.00.



Alfred Benesch & Company
8 Cadillac Drive, Suite 250
Brentwood, Tennessee 37027
www.benesch.com
P 615-370-6079
F 615-627-4066

May 6, 2020

Mr. Paul Holzen, PE
City of Franklin
109 Third Avenue South, Suite 142
Franklin, TN 37064

RE: Supplemental Scope and Estimate to Provide Engineering Services
For Carothers Parkway Modification and SE Park Entrance Road Including a new bridge over the
Harpeth River
Franklin, TN

Dear Mr. Holzen:

As requested, we have completed a scope and man-day estimate to provide additional professional engineering services for the above-named project, we appreciate the opportunity to submit this information. The additional scope of work items is detailed as follows:

1. Utility Coordination

- a. Utility coordination was originally excluded from the project's scope but was included to ensure that all elements of this design were correctly conveyed to the adjacent utility owners.

2. Utility Design

- a. This work was included to fully design all proposed and future utilities (excluding overhead electric from MTEMC) crossing from Carothers Parkway into the proposed park.
 - i. Design of 1000 LF of 10" City of Franklin water main
 - ii. Design of 1000 LF of 12" City of Franklin reclaimed water main
 - iii. Design of 1000 LF of City of Franklin underground fiber optic line
 - iv. Plan Development of 1500 LF of 4" ATMOS gas line

3. Coordination and Design of Roadway and Bridge Lighting

- a. Roadway lighting was originally excluded from the project's scope as it was understood to be part of the overall Barge park design plans.
- b. As we proceeded through the design, it became necessary for Benesch to design, coordinate and quantify the necessary above roadway and under-bridge lighting elements for the project's schedule to be maintained.

4. Additional design and EPSC plan sheets to include an onsite borrow area in the plans:

- a. This effort was included to perform the necessary EPSC plans for permitting to account for the borrow area within the proposed park footprint.

Mr. Paul Holzen
Page | 2



5. Additional Roadway and Structural Design to provide ground improvements to limit the settlement near abutments 1 and 2.
 - a. Due to the soils encountered near the Harpeth River settlement in excess of 12 inches was anticipated to occur over a period of time that could approach 6 months. Additional design and coordination for development of ground improvement was performed to ensure the bridge abutments and approaches could be constructed in a timely manner without embankment subsidence.
6. Additional time spent reviewing a potential retaining wall on the west side to accommodate a proposed sewer line and future excavation.
 - a. This effort was included to perform research about potential wall options to avoid the existing HOBAS sewer pipe found by Barge's survey team after design was more than 75% complete.

Based on the above scope of additional services please find the attached estimate for a total supplement amount of \$47,040.00.

If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sammie McCoy".

Sammie McCoy, PE
Vice President
TN Division Manager

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR THE
DESIGN OF SOUTHEAST PARK BRIDGE & CAROTHERS PARKWAY
INTERSECTION IMPROVEMENTS
COF Contract No. 2019-0098**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 20____, by and between the **City of Franklin, Tennessee** ("City") and **Alfred Benesch & Company** ("Consultant").

WITNESSETH:

WHEREAS, on April 23, 2019, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled **Design of Southeast Park Bridge & Carothers Parkway Intersection Improvements**; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a lump sum fee of Three Hundred Fifty-Eight Thousand Six Hundred Fifty-Six and No/100 Dollars (\$358,656.00) for survey, engineering, and related technical services, as detailed in the Scope of Services; and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated May 6, 2020 for an increase in engineering services in the lump sum amount of **Forty-Seven Thousand Forty and No/100 Dollars (\$47,040.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an 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. Consultant agrees to perform the work as proposed in Attachment A, dated May 6, 2020, 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. City shall pay Consultant for the cost of the work as described in Attachment A in the lump sum amount of **Forty-Seven Thousand Forty and No/100 Dollars (\$47,040.00)**.

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 April 23, 2019, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

(Signatures on Next Page)

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor
Date: _____

ALFRED BENESCH & COMPANY:

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney



File #: 20-0553

DATE: May 18, 2020

TO: Capital Investment Committee

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of Resolution 2020-32, A Resolution To Award The Construction Contract (COF Contract No. 2019-0230) For The Franklin Road Corridor Improvements Project (COF Project No. 07ST00015) To Civil Constructors, LLC In The Amount Of \$12,793,820.10

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-32.

BACKGROUND/STAFF COMMENTS:

On October 25, 2016, the BOMA approved Resolution 2016-69 to adopt the project list for phase 1 of the fiscal year (FY) 2017-2026 Capital Investment Program (CIP). Included in that adopted project list was Franklin Road Improvements, also known as the Franklin Road Corridor Improvements project.

On November 13, 2018, the BOMA approved Resolution 2018-95, as amended, to provide direction regarding the final design of the Franklin Road Corridor Improvements project. This final direction included decisions on: (1) the roadway typical section, (2) the style of street lighting, (3) no decorative treatment for the two-way center turn lane, and (4) the specifics related to utilities and service connections.

On March 8 & 15, 2020, an ad seeking bids on the construction of the project was placed in in *The Tennessean*. On May 7, 2020, bids were received by the Engineering Department at City Hall and were read aloud.

The apparent low bidder is Civil Constructors, LLC, with a total bid amount of \$12,793,820.10.

FINANCIAL IMPACT:

The bid total for this construction contract is \$12,793,820.10. Funding for this project is tentatively programmed to come from multiple sources, including:

- General Obligation Bond(s),

- Water Fund,
- Sewer Fund,
- Atmos Energy Corporation, and
- Middle Tennessee Electric Membership Corporation (MTEMC).

RECOMMENDATION:

Staff recommends approval of Resolution 2020-32 to award the construction contract (COF Contract No. 2019-0230) for the Franklin Road Corridor Improvements Project to Civil Constructors, LLC in the amount of \$12,793,820.10.

RESOLUTION 2020-32

A RESOLUTION TO AWARD THE CONSTRUCTION CONTRACT (COF CONTRACT NO. 2019-0230) FOR THE FRANKLIN ROAD IMPROVEMENTS PROJECT (COF PROJECT NO. 07ST00015) TO CIVIL CONSTRUCTORS, LLC IN THE AMOUNT OF \$12,793,820.10

WHEREAS, on October 25, 2016, the City of Franklin Board of Mayor and Aldermen ("BOMA") approved Resolution 2016-69 to adopt the project list for phase 1 of the FY 2017-2026 Capital Investment Program ("CIP"); and

WHEREAS, the Franklin Road Improvements project was included as a part of said adopted project list; and

WHEREAS, on November 13, 2018, the BOMA approved Resolution 2018-95, as amended, to provide direction regarding the final design of the Franklin Road Corridor Improvements project; and

WHEREAS, on May 7, 2020, sealed bids for the construction of Franklin Road Corridor Improvements project (COF Project No. 2017-010) were received by the City of Franklin Engineering Department at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064 and were publicly opened and read aloud; and

WHEREAS, after careful review and tabulation of all submitted bids, City staff recommends award of the contract (COF Contract No. 2019-0230) for construction of the Franklin Road Corridor Improvements project (COF Project No. 07ST00015) to the low bidder, Civil Constructors, LLC, in the bid amount of Twelve Million Seven Hundred Ninety-Three Thousand Eight Hundred Twenty and 10/100 Dollars (\$12,793,820.10).

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

Approval is granted to award the contract (COF Contract No. 2019-0230) for the construction of the Franklin Road Corridor Improvements project (COF Project No. 07ST00015) to Civil Constructors, LLC in the amount of Twelve Million Seven Hundred Ninety-Three Thousand Eight Hundred Twenty and 10/100 Dollars (\$12,793,820.10).

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2020.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form:

By: _____
Shauna R. Billingsley
City Attorney



File #: 20-0658

DATE: May 18, 2020

TO: Capital Investment Committee

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

Consideration Of **Draft** Amendment 1 To COF Contract No. 2019-0091, A Professional Services Agreement With CDM Smith, Inc. For The Robinson Lake Dam Rehabilitation At A Cost Increase Not-To-Exceed \$159,960.00.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment No. 1 to the Professional Services Agreement (PSA) with CDM Smith, Inc. (CDM) for the design of the Robinson Lake Dam Rehabilitation project.

BACKGROUND/STAFF COMMENTS:

On April 9, 2019, the BOMA approved a PSA (COF Contract No. 2019-0091) with CDM to design the rehabilitation/reconstruction of the Robinson Lake dam. Ultimately, the area to the east and south of Robinson Lake will become a City park. The existing PSA with CDM only is focused solely on the improvements to the dam. With some additional design, some preliminary elements of the final park can be constructed at the same time or immediately following the dam reconstruction.

Amendment No. 1 provides for the following design modifications and additions:

- Entrance road, parking lot, and walking trail,
- Lighting for entrance road and parking area,
- Two (2) pedestrian bridges, 1 crossing the dam spillway, and the other crossing a narrow portion of the lake,
- Wetland mitigation permitting and riparian buffer design,
- Stormwater elements to account for the added access road and parking lot,
- A fish restocking plan following the completion of the dam work, and
- Environmental permit modifications.

FINANCIAL IMPACT:

Amendment No. 1, as proposed, is for cost increase not-to-exceed \$47,040.00. With approval of this amendment, the total ceiling for this PSA (COF Contract No. 2019-0091) will become \$762,260.00.

Preliminary expenses for this project have been programmed to be paid from the Capital Project Fund (310-89310-44700). Ultimately, revenue from multiple funding sources will be used for project expenses.

RECOMMENDATION:

Staff recommends approval of Amendment 1 the PSA (COF Contract No. 2019-0091) with CDM Smith, Inc. for a cost increase not-to-exceed \$159,960.00.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR ROBINSON LAKE DAM REHABILITATION
COF Contract No. 2019-0091**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2020, by and between the **City of Franklin, Tennessee** ("City") and **CDM Smith, Inc.** ("Consultant").

WITNESSETH:

WHEREAS, on April 9, 2019, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled **Robinson Lake Dam Rehabilitation**; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a fee of Six Hundred Two Thousand Three Hundred and No/100 Dollars (\$602,300.00) for engineering related services, as detailed in the Scope of Services; and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated April 23, 2020, for an increase in engineering services, in an amount not-to-exceed **One Hundred Fifty-Nine Thousand Nine Hundred Sixty and No/100 Dollars (\$159,960.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an 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. Consultant agrees to perform the work as proposed in Attachment A, dated April 23, 2020, 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. City shall pay Consultant for the cost of the work as described in Attachment A in an amount not-to-exceed **One Hundred Fifty-Nine Thousand Nine Hundred Sixty Dollars and No/100 (\$159,960.00)**.

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 April 9, 2019, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

(Signatures on Next Page)

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor
Date: _____

CDM SMITH, INC.:

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney



Memorandum

*To: Paul Holzen, PE
Shahad Abdulrahman*

*From: Dave Mason, PE, PMP
Zack Daniel, PE*

Date: April 23, 2020

Subject: Scope of Work for Robinson Lake Dam Rehabilitation – Amendment #1

The purpose of this memorandum is to provide a scope of work and cost proposal to amend the design of the Robinson Lake Dam Rehabilitation in Franklin, Tennessee. This scope of work includes the addition of park features such as access roads, parking, lighting, landscaping, riparian buffer restoration, and stormwater treatment design.

Background

On April 9, 2019, the Board of Mayor and Alderman approved City of Franklin Contract No. 2019-0091 in the amount of \$602,300 for the design of the Robinson Lake Dam Rehabilitation contract. CDM Smith has executed the design contract through the 60% design milestone. At the 60% design review meeting with City staff held on March 5, 2020, the City requested additional design services for park improvements on the property. CDM Smith will proceed the dam design to 90% and pause the work until these park improvements are incorporated into the design through another 30-60-90% design process. Once the park improvements reach the 90% design phase, the entire design will be processed through 100%.

Scope of Services

Task 1.1 Parking Lot and Walking Trail

CDM Smith will design an entrance road and parking area with a minimum 150 spaces. The road and parking area must provide for access and turnaround of emergency vehicles. CDM Smith will provide two alternative layouts for consideration by the City, based on the three examples provided by the City to CDM Smith at the previous 60% design meeting on March 5. The designs will include a landscape plan for plantings around the parking lot and along the access road. The design will be ADA compliant and meet local codes.

CDM Smith will also design a concrete recreational trail that connects the pathway along the dam, parking lot access, and extends around the perimeter of the lake. The pathway will be a width of 12-feet. The cross-section detail will match City standards. The path will be designed to meander

Paul Holzen, PE
April 23, 2020
Page 2

along the edge of the lake to provide visual access to the water as well as through the riparian buffer. The path will be designed for ADA compliance. The design will also include up to 4 graded, flat areas adjacent to the path for future landscape efforts (designed by others).

CDM Smith will design the features through the 30%, 60%, 90% and 100% design phases. The design phase meetings are included in Task 1.8.

Task 1.2 Electrical/Lighting

CDM Smith will design the electrical system, controls and lighting fixtures for the main park entry road and parking area. The design will be based upon City codes, will match the look of lighting in other City parks and will be coordinated with the building department for photometric calculations/requirements. The design will also include solar cell boxes, the number of which will be confirmed by City parks. CDM Smith will also coordinate with the electrical utility to establish the new service connection at the main park entrance. All relevant notes and specifications associated with the lighting design will be incorporated into the drawings. A separate specifications package for lighting will not be developed. No pedestrian or other structure lighting is assumed for this design.

CDM Smith will design the lighting features through the 30%, 60%, 90% and 100% design phases. The design phase meetings are included in Task 1.8.

Task 1.3 Structural Design for Pedestrian Bridges

CDM Smith will provide structural design services for the two pedestrian bridges on the project. A pedestrian bridge is required to span the proposed auxiliary spillway and the upper end of the lake to complete the pedestrian pathway. While the pedestrian bridge over the auxiliary spillway has been partially designed under the current phase of work, the level of effort associated with this design was not included in the original contract. For each structure, CDM Smith will design the bridge abutments and draft a performance specification for the bridge. Coordination with bridge manufacturers is required to appropriately design the bridge abutments and is included in this level of effort. The requested pedestrian bridge over the spillway requires modification to the spillway retaining walls and foundation to include integral pedestrian bridge abutments (existing sheets S-6 and S-7). An additional sheet Sheet S-8 will be added to include the Pedestrian Bridge Plan with Section and Details. Finally, a Fabricated Pedestrian Bridge Specification for each bridge will be developed.

This level of effort includes the design the pedestrian bridge over the spillway and the walking bridge over the lake through the 30%, 60%, 90% and 100% design phases. The design phase meetings are included in Task 1.8.

Task 1.4 Riparian Buffer Design and Wetland Mitigation Permitting Support

CDM Smith will design a 60-foot riparian buffer around the perimeter of Robinson Lake. The design effort will begin with an Existing Conditions Analysis, which includes review of existing site data, buffer regulations, and locally-adapted buffer restoration manuals. The buffer planning and design

Paul Holzen, PE
April 23, 2020
Page 3

includes development of a preliminary buffer restoration planting and grading plans and specifications. The City will have an opportunity to review the plants and specifications at the 30% and 60% design milestones for concurrence. CDM Smith will advance the plans and specifications through final design. It is assumed that the final buffer designs will include a planting plan, grading plan, and details/specs that consider constructability of the project. It is assumed that shoreline stabilization is not included in the buffer restoration plan. The plan will only include buffer plantings from the top of bank extending 60-feet.

Task 1.4 also includes support for development of wetland mitigation plans. It is assumed that wetland mitigation will be accomplished through payment to a wetland mitigation bank and no design will be required. CDM Smith will not perform any wetland delineation for the site. The wetland delineation will be performed by others.

This fee estimate assumes that sufficient site data exists to develop the buffer restoration designs and specifications without the need for a unique site visit by restoration experts. Therefore, no site visit related to this task is included in this scope/fee. It is assumed that a professional survey has or will include the locations and species of existing mature trees within the proposed buffer area (performed or provided by others). This fee estimate does not include any soil investigations or testing and assumes that existing soils are free from contamination and are largely adequate for establishment of native vegetation.

This level of effort includes the design the riparian buffer plans through the 30%, 60%, 90% and 100% design phases. The design phase meetings are included in Task 1.8.

Task 1.5 Stormwater Treatment Design

The addition of the Parking Lot (Task 1.1) to the design plans will trigger stormwater treatment for the impervious area, as per local ordinance 2017-41. The design must include peak runoff control and runoff reduction for the impervious areas added to the site. It is assumed that the pathway within the buffer will be exempt from stormwater treatment requirements. This level of effort assumes one meeting with City staff to understand the site requirements and applicability of the local ordinance. The design will include location of the stormwater treatment practices on-site and associated details for design of the practices. The design will be consistent with the City of Franklin Stormwater Best Management Practices (BMP) Manual.

This level of effort includes the design through the 30%, 60%, 90% and 100% design phases. The design phase meetings are included in Task 1.8.

Task 1.6 Fish Restocking Plan

Upon completion of the dam rehabilitation project, the lake will require re-stocking of native fish species. This level of effort includes design details and specifications for fish habitat improvements (such as artificial spawning beds and fish protection structures) within the lake and development of a stocking memo to guide the establishment of a native warmwater fishery. The stocking memo

Paul Holzen, PE
April 23, 2020
Page 4

will specify the number and type of species to be stocked in the lake as well as a stocking schedule/plan for the contractor to follow to re-introduce the fish to the lake.

This level of effort includes the design of the re-stocking plan through the 30%, 60%, 90% and 100% design phases. The design phase meetings are included in Task 1.8.

Task 1.7 Permit Modifications

The additional design elements included in this scope will result in additional level of effort over and above that which was included for permitting in the original contract scope of work. Specifically, the additional design details require:

- Additional disturbed area that requires modifications to the 60% design erosion control plan reviewed by the City on March 5, 2020.
- Modifications to the ARAP permit process to include buffer restoration, wetland mitigation and the additional site impacts (roadway, parking, pathways).
- Preparation of the local stormwater permit for treatment of the parking lot and main park access road.
- Re-evaluation of floodplain impacts for additional park features.

Any permit fees associated with these permits or modifications will be paid by the City of Franklin and are not included in this level of effort.

Task 1.8 Design Review Meetings

CDM Smith will facilitate design progress meetings at the 30%, 60% and 90% design milestones. It is anticipated that the 30% and 60% meetings will be held on a virtual platform. The 90% review meeting will be held in person. CDM Smith will submit plans to the City at least two weeks prior to the scheduled design review milestone meetings. The City will provide written comments prior to the design meetings. CDM Smith and the City of Franklin Project Team members will discuss the review comments at the meetings. Relevant City staff and the CDM Smith project manager will attend this progress meeting that will be held at the City's office. CDM Smith's task leaders will attend these meeting via conference call.

CDM Smith will prepare and distribute a summary of meeting minutes to document items discussed with all parties in attendance. Any comments provided in writing by the City or at the Progress Meeting will be addressed in subsequent plan submittals.

The level of effort for the 100% design meeting is not included in this scope of work as it is covered in the original contract.

Paul Holzen, PE
 April 23, 2020
 Page 5

General

Project management and administration costs associated with this scope of work are included within each task.

Schedule

CDM Smith will begin work on this project immediately upon receipt of a written authorization from the City. It is anticipated that the additional scope items will be completed within a 6-month period. A proposed milestone schedule is provided herein. A detailed project schedule will be developed in coordination with the City upon approval of the contract.

Key Milestone and/or Deliverable	Anticipated Timeline
Notice to Proceed	May 1, 2020
30 Percent Design Package	June 19, 2020
60 Percent Design Package	July 31, 2020
90 Percent Design Package	September 11, 2020

The schedule milestones are contingent upon timely review by City staff of deliverables. It has been assumed that deliverables will be reviewed within two weeks of submittals. The final, 100% design package timeline is contingent upon timely review of permit packages by the respective regulatory agencies.

Budget

CDM Smith will perform Tasks 1.1 to 1.8, billed hourly, for a not-to-exceed upper limit of \$159,960, which includes CDM Smith labor and other direct costs not included within the billing rates.

Invoices will be submitted to the City monthly based on hours completed and charges incurred within the billing period. It is assumed that cost may be moved between tasks regardless of individual task upper limits. A table of billing rates and a summary of estimated fee by task is provided below:

Paul Holzen, PE
 April 23, 2020
 Page 6

Tasks	Description	Hours	Labor Cost	Other Direct Costs	Total Cost
Task 1.1	Parking Lot & Path	275	\$ 37,940	\$ 1,000	\$ 38,940
Task 1.2	Electrical/Lighting	105	\$ 16,920		\$ 16,920
Task 1.3	Pedestrian Bridges	159	\$ 22,640		\$ 22,640
Task 1.4	Buffer and Mitigation Plan	263	\$ 36,100	\$ 1,000	\$ 37,100
Task 1.5	Stormwater Design	83	\$ 10,880		\$ 10,880
Task 1.6	Fish Restocking Plan	33	\$ 4,770		\$ 4,770
Task 1.7	Permit Modifications	85	\$ 12,170	\$ 500	\$ 12,670
Task 1.8	Design Review Meetings	96	\$ 16,040		\$ 16,040
	Total Basic Services =	1,099	\$ 157,460	\$ 2,500	\$ 159,960

Project Billing Rates	
Category	Rate
Officer	\$225
Project Manager	\$200
Senior Technical Specialist	\$210
Technical Specialist	\$190
Senior Engineer/Scientist	\$165
Engineer/Scientist III	\$145
Engineer/Scientist II	\$130
Junior Engineer/Scientist	\$120
Construction Cost Estimator	\$160
Senior Designer	\$165
Designer/Drafter/GIS Technician	\$110
Project Accounting	\$100
Administrative	\$100



File #: 20-0760

DATE: May 20, 2020

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of COF Contract No. 2020-0052 And COF Contract No. 2020-0053, A Warranty Deed And An Agreement For Dedication of Easements With The Factory At Franklin, LLC For Property Acquisition Associated With The Franklin Road Corridor Improvements Project At A Respective Cost Of \$7,370.00 And \$97,423.00.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the acquisition of right-of-way (ROW) and easements from The Factory at Franklin, LLC for the Franklin Road Corridor Improvements project.

BACKGROUND/STAFF COMMENTS:

To complete the Franklin Road Corridor Improvements project, the City must acquire both right-of-way and easements from The Factory at Franklin, LLC, which is listed as Tract 21 on the project plans. Staff has obtained an appraisal to determine the fair market value for the acquisition of this property. Staff and the property owner are in agreement on the terms of this acquisition.

FINANCIAL IMPACT:

The total cost of real property acquisition from The Factory Franklin, LLC is \$104,793.00. Expenses from this project are being paid from the 2019 General Obligations Bond Issuance, which corresponds to General Ledger (GL) Fund code of 312.

RECOMMENDATION:

Staff Recommends approval of the Warranty Deed (COF Contract No. 2020-0052) and the Agreement for Dedication of Easements (COF Contract No. 2020-0053) with The Factory at Franklin, LLC.

This Instrument Was Prepared By:
City of Franklin, Tennessee
Post Office Box 305
Franklin, Tennessee 37065

WARRANTY DEED

COF Contract No. 2020-0052

<u>Project</u>	<u>County</u>	<u>Tract</u>	<u>Map</u>	<u>Group</u>	<u>Ctrl Map</u>	<u>Parcel</u>
Franklin Road Corridor Improvements	Williamson	21	063M	A	063M	021.00

New Owner Address:	Send Tax Bills To:
City of Franklin, Tennessee Post Office Box 305 Franklin, Tennessee 37065	City of Franklin, Tennessee Post Office Box 305 Franklin, Tennessee 37065

FOR AND IN CONSIDERATION of the sum of Seven Thousand Three Hundred Seventy and 00/100 Dollars (\$7,370.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **The Factory at Franklin, LLC**, hereinafter called the Grantor, has bargained, sold, and by these presents does hereby transfer and convey unto the **City of Franklin, Tennessee**¹, hereinafter called the Grantee, its successors and assigns, any and all of the Grantor's right(s), title, and interest(s) in and to the following real property situated in Williamson County, Tennessee, being more particularly described as follows and/or more particularly shown by the words, figures, signs, and symbols attached hereto as **Exhibit A** and **Exhibit B**, and incorporated herein by reference.

The following described property located in the City of Franklin, Tennessee 9th Civil District of Williamson County, Tennessee, to wit:

ACQUISITION

The below described property is hereby conveyed in fee simple.

Beginning at a point in the easterly present right-of-way line of Franklin Road, said point being South 31°51'26" West, 376.32 feet from the northwest corner of Tract 21, same being the northwest corner of The Factory at Franklin, LLC property, as evidenced by deed of record in Book 5680, Page 78, Register's Office for Williamson County, Tennessee, said The Factory at Franklin, LLC property being shown as Parcel 21 on Tax Map 063M, Group A, said point being located at Station 92+99.72, 42.82 feet right of the proposed centerline of Franklin Road as established by C.T. Consultants, Inc. for the Franklin Road Corridor Improvements, Harpeth River Bridge to Harpeth Industrial Court Project, City of Franklin Project

¹ Pursuant to T.C.A. § 67-4-409(f)(1), the City of Franklin, Tennessee is exempt from payment of the Transfer Tax associated with the purchase of the property referenced herein.

Number: ST16009;

Thence, across said The Factory at Franklin, LLC property, South 01°51'26" West, 15.08 feet to Station 92+86.66, 50.36 feet right of said centerline; Thence, South 31°51'26" West, 31.40 feet to Station 92+55.27, 50.36 feet right of said centerline; Thence, South 61°51'26" West, 15.08 feet to said easterly present right-of-way of Franklin Road at Station 92+42.20, 42.82 feet right of said centerline; Thence, with the easterly present right-of-way line of Franklin Road, North 31°51'26" East, 57.52 feet to the point of beginning, containing 335 square feet, or 0.008 acres, more or less.

Being all or a portion of the same property conveyed to The Factory at Franklin, LLC by Warranty Deed from The Factory at Franklin, a Tennessee General Partnership, dated July 6, 2012, of record in Book 5634, Page 118, Register's Office for Williamson County, Tennessee.

Also, being all or a portion of the same property conveyed to The Factory at Franklin, LLC by Quitclaim Deed from The Factory at Franklin, a Tennessee General Partnership, dated August 17, 2012, of record in Book 5680, Page 78, Register's Office for Williamson County, Tennessee.

TO HAVE AND TO HOLD said land, with the appurtenances, estate, title, and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor covenants with the Grantee that the Grantor is lawfully seized and possessed of said land in fee simple, has a right to convey it, and the same is unencumbered.

Grantor further covenants and binds itself, its heirs, and representatives, to warrant and forever defend the title to said land to the Grantee against the lawful claims of all persons whomsoever. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(Signature Pages to Follow)

Witness my hand this the _____ day of _____, 2020.

(Signature)

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, _____ [Name], with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the _____ [Title] of **The Factory at Franklin, LLC**, the within named bargainor, and that he/she as such _____ [Title], being authorized to do so, executed the foregoing document for the purpose(s) therein contained, by signing the name of **The Factory at Franklin, LLC** by himself/herself as such _____ [Title].

WITNESS my hand and official seal this the _____ day of _____, 2020.

{SEAL}

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____)

COUNTY OF _____)

The actual consideration or true value, whichever is greater for this transfer is \$7,370.00.

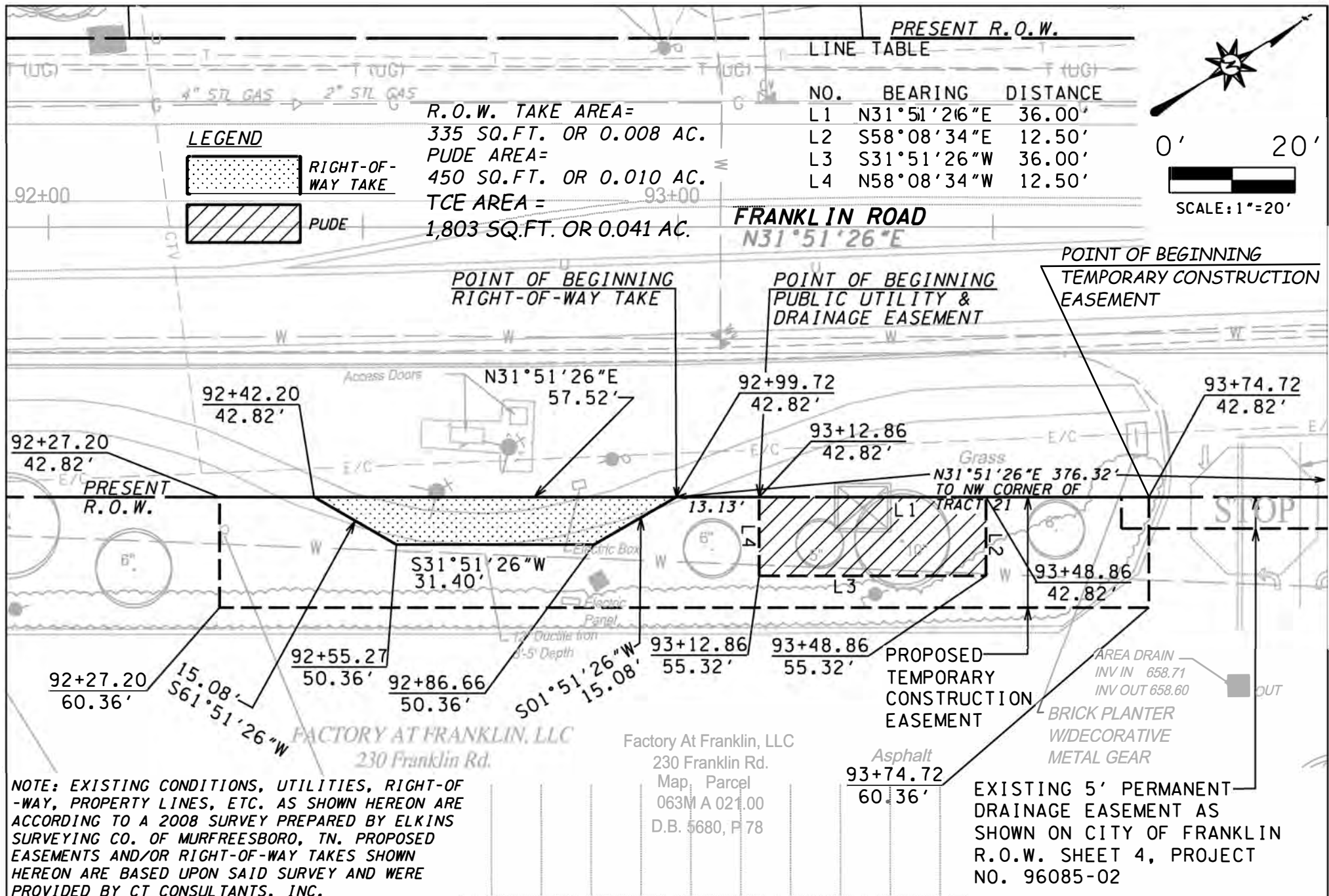
Affiant

Sworn to and subscribed to before me on this the _____ day of _____, 2020.

{SEAL}

Notary Public

My Commission Expires: _____



HFR JOB NO. 2018026 DATE: 08-27-19	FRANKLIN ROAD CORRIDOR IMPROVEMENTS, HARPETH RIVER BRIDGE TO HARPETH INDUSTRIAL COURT PROJECT CITY OF FRANKLIN PROJECT NUMBER ST16009	RIGHT-OF-WAY TAKE PUBLIC UTILITY AND DRAINAGE EASEMENT (PUDE) TEMPORARY CONSTRUCTION EASEMENT (TCE)	EXHIBIT A TRACT NO. 21 OWNER: THE FACTORY AT FRANKLIN, LLC DB 5680, PG 78	MAP 063M, GRP. A, PAR. 21 ADDRESS: 230 FRANKLIN RD. FRANKLIN, WILLIAMSON COUNTY, TENNESSEE 37064	HFR DESIGN 214 Centerview Drive Suite 300 Brentwood, TN 37027 615.370.8500 615.370.8530 hfrdesign.com	
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NOTE: EXISTING CONDITIONS, UTILITIES, RIGHT-OF-WAY, PROPERTY LINES, ETC. AS SHOWN HEREON ARE ACCORDING TO A 2008 SURVEY PREPARED BY ELKINS SURVEYING CO. OF MURFREESBORO, TN. PROPOSED EASEMENTS AND/OR RIGHT-OF-WAY TAKES SHOWN HEREON ARE BASED UPON SAID SURVEY AND WERE PROVIDED BY CT CONSULTANTS, INC.

FRANKLIN ROAD CORRIDOR
IMPROVEMENTS, HARPETH
RIVER BRIDGE TO HARPETH
INDUSTRIAL COURT PROJECT.
CITY OF FRANKLIN PROJECT
NUMBER ST16009

PUBLIC UTILITY
AND DRAINAGE
EASEMENT (PUDE)

DATE: 08-27-19

EXHIBIT B
TRACT NO. 21
OWNER: THE FACTORY
AT FRANKLIN, LLC
DB 5680, PG 78

EXISTING 10' PERMANENT
PUBLIC UTILITY AND
DRAINAGE EASEMENT
DB 1157, PG 130

MAP 063M, GRP. A, PAR. 21
ADDRESS:
230 FRANKLIN RD.
FRANKLIN, WILLIAMSON
COUNTY, TENNESSEE 37064

HFR DESIGN

214 Centerview Drive Suite 300
Brentwood, TN 37027

C 615.370.8500

 615.370.8530



This Instrument Was Prepared By:
City of Franklin, Tennessee
Post Office Box 305
Franklin, Tennessee 37065

AGREEMENT FOR DEDICATION OF EASEMENTS

COF Contract No. 2020-0053

<u>Project</u>	<u>County</u>	<u>Tract</u>	<u>Map</u>	<u>Group</u>	<u>Ctrl Map</u>	<u>Parcel</u>
Franklin Road Corridor Improvements	Williamson	21	063M	A	063M	021.00

New Owner Address:	Send Tax Bills To:
City of Franklin, Tennessee Post Office Box 305 Franklin, Tennessee 37065	City of Franklin, Tennessee Post Office Box 305 Franklin, Tennessee 37065

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

The Factory at Franklin, LLC

("Grantor") has bargained and sold, and by these presents does transfer and convey unto the **City of Franklin, Tennessee**¹ ("Grantee") the land and/or land rights, more particularly described as follows:

The following described property located in the City of Franklin, Tennessee 9th
Civil District of Williamson County, Tennessee, to wit:

PERMANENT PUBLIC UTILITIES AND DRAINAGE EASEMENT #1

By this instrument the Grantor hereby conveys an easement for construction, operation, maintenance, repair, replacement, and inspection of infrastructure and improvements within the limits of the permanent easement. The title to the below described land remains vested in the Grantor and may be used for any lawful purpose or purposes desired after the construction of all improvements as referenced below has been completed, provided, in the opinion of the Grantee, said use or uses do not destroy, weaken, or damage the improvements as referenced below or interfere with the operation or maintenance thereof.

Beginning at a point in the easterly present right-of-way of Franklin Road, said point being South 31°51'26" West, 363.19 feet from the northwest corner of The Factory at Franklin, LLC property, as evidenced by deed of record in Book 5680, Page 78, Register's Office for Williamson County, Tennessee, said The Factory at Franklin, LLC property being shown as Parcel 21 on Tax Map 063M, Group A,

¹ Pursuant to T.C.A. § 67-4-409(f)(1), the City of Franklin, Tennessee is exempt from payment of the Transfer Tax associated with the purchase of the property referenced herein.

said point being located at Station 93+12.86, 42.82 feet right of the proposed centerline of Franklin Road as established by C.T. Consultants, Inc. for the Franklin Road Corridor Improvements, Harpeth River Bridge to Harpeth Industrial Court Project, City of Franklin Project Number: ST16009;

Thence, with the easterly present right-of-way line of Franklin Road, North 31°51'26" East, 36.00 feet to Station 93+48.86, 42.82 feet right of said centerline; Thence, across said The Factory at Franklin, LLC property, South 58°08'34" East, 12.50 feet to Station 93+48.86, 55.32 feet right of said centerline; Thence, South 31°51'26" West, 36.00 feet to Station 93+12.86, 55.32 feet right of said centerline; Thence, North 58°08'34" West, 12.50 feet to the point of beginning, containing 450 square feet, or 0.010 acres, more or less.

PERMANENT PUBLIC UTILITIES AND DRAINAGE EASEMENT #2

By this instrument the Grantor hereby conveys an easement for construction, operation, maintenance, repair, replacement, and inspection of infrastructure and improvements within the limits of the permanent easement. The title to the below described land remains vested in the Grantor and may be used for any lawful purpose or purposes desired after the construction of all improvements as referenced below has been completed, provided, in the opinion of the Grantee, said use or uses do not destroy, weaken, or damage the improvements as referenced below or interfere with the operation or maintenance thereof.

Beginning at a point in the easterly present right-of-way line of Franklin Road, said point being South 31°51'26" West, 10.00 feet from the northwest corner of The Factory at Franklin, LLC property, as evidenced by deed of record in Book 5680, Page 78, Register's Office for Williamson County, Tennessee, said The Factory at Franklin, LLC property being shown as Parcel 21 on Tax Map 063M, Group A, said point being located at Station 96+66.05, 42.82 feet right of the proposed centerline of Franklin Road as established by C.T. Consultants, Inc. for the Franklin Road Corridor Improvements, Harpeth River Bridge to Harpeth Industrial Court Project, City of Franklin Project Number: ST16009;

Thence, across said The Factory at Franklin, LLC property with the south line of a 10 feet wide Permanent Public Utility and Drainage Easement, as evidenced by easement of record in Book 1157, Page 126, South 56°57'47" East, 121.03 feet to Station 96+63.55, 163.82 feet right of said centerline; Thence, with a new line across said The Factory at Franklin, LLC property, South 31°51'26" West, 20.00 feet to Station 96+43.55, 163.82 feet right of said centerline; Thence, North 56°57'47" West, 74.71 feet to Station 96+45.09, 89.13 feet right of said centerline; Thence, with a curve to the left, having a central angle of 91°10'47", a radius of 15.00 feet, a length of 23.87 feet, and a chord bearing and distance of South 77°26'49" West, 21.43 feet to Station 96+30.09, 73.82 feet right of said centerline; Thence, South 31°51'26" West, 14.58 feet to Station 96+15.51, 73.82 feet right of said centerline; Thence, North 58°08'34" West, 5.00 feet to Station 96+15.51, 68.82 feet right of said centerline; Thence, South 31°51'26" West, 69.46 feet to Station 95+46.05, 68.82 feet right of said centerline; Thence, North 58°08'34" West, 26.00 feet to said easterly present right-of-way line of Franklin

Road at Station 95+46.05, 42.82 feet right of said centerline; Thence, with the easterly present right-of-way line of Franklin Road, North 31°51'26" East, 120.00 feet to the point of beginning, containing 5,214 square feet, or 0.120 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT

By this easement the Grantor hereby conveys an easement for the construction of a working area outside the proposed right-of-way line. The title to the below described land remains vested in the Grantor, and is used by the Grantee, its contractors, or assigns for a period of three (3) years, from and after the commencement of construction.

Beginning at a point in the easterly present right-of-way line of Franklin Road, said point being South 31°51'26" West, 301.33 feet from the northwest corner of The Factory at Franklin, LLC property, as evidenced by deed of record in Book 5680, Page 78, Register's Office for Williamson County, Tennessee, said The Factory at Franklin, LLC property being shown as Parcel 21 on Tax Map 063M, Group A, said point being located at Station 93+74.72, 42.82 feet right of the proposed centerline of Franklin Road as established by C.T. Consultants, Inc. for the Franklin Road Corridor Improvements, Harpeth River Bridge to Harpeth Industrial Court Project, City of Franklin Project Number: ST16009;

Thence, across said The Factory at Franklin, LLC property South 58°08'34" East, 17.54 feet to Station 93+74.72, 60.36 feet right of said centerline; Thence, South 31°51'26" West, 147.52 feet to Station 92+27.20, 60.36 feet right of said centerline; Thence, North 58°08'34" West, 17.54 feet to the easterly present right-of-way line of Franklin Road and Station 92+27.20, 42.82 feet right of said centerline; Thence, with the easterly present right-of-way line of Franklin Road, North 31°51'26" East, 15.00 feet to Station 92+42.20, 42.82 feet right of said centerline; Thence, North 61°51'26" East, 15.08 feet to Station 92+55.27, 50.36 feet right of said centerline; Thence, North 31°51'26" East, 31.40 feet to Station 92+86.66, 50.36 feet right of said centerline; Thence, North 01°51'26" East, 15.08 feet to the easterly present right-of-way line of Franklin Road and Station 92+99.72, 42.82 feet right of said centerline; Thence, with the easterly present right-of-way line of Franklin Road, North 31°51'26" East, 13.13 feet to Station 93+12.86, 42.82 feet right of said centerline; Thence, South 58°08'34" East, 12.50 feet to Station 93+12.86, 55.32 feet right of said centerline; Thence, North 31°51'26" East, 36.00 feet to Station 93+48.86, 55.32 feet right of said centerline; Thence, North 58°08'34" West, 12.50 feet to the easterly present right-of-way line of Franklin Road and Station 93+48.86, 42.82 feet right of said centerline; Thence, with the easterly present right-of-way line of Franklin Road, North 31°51'26" East, 25.86 feet to the point of beginning, containing 1,803 square feet, or 0.041 acres, more or less.

Being a portion of the same property conveyed to The Factory at Franklin, LLC by Warranty Deed from The Factory at Franklin, a Tennessee General Partnership, dated July 6, 2012, of record in Book 5634, Page 118, Register's Office for Williamson County, Tennessee, and further conveyed to The Factory at

Franklin, LLC by Quitclaim Deed from The Factory at Franklin, a Tennessee General Partnership, dated August 17, 2012, of record in Book 5680, Page 78, Register's Office for Williamson County, Tennessee.

This conveyance is made in consideration of Ninety-Seven Thousand Four Hundred Twenty-Three and 00/100 Dollars (\$97,423.00), cash in hand paid, the receipt of which is hereby acknowledged, and said consideration includes payment for the property conveyed herein, and any other additions/features specifically noted herein or more particularly shown by the words, figures, signs, and symbols attached hereto as **Exhibit A** and **Exhibit B**, and incorporated herein by reference. The above consideration also includes payment for or the elimination of all actual or incidental damages to the remainder otherwise compensable under the Tennessee laws of eminent domain.

SPECIAL CONDITIONS

As further consideration for this conveyance, the Grantee hereby covenants and agrees to the following Special Conditions:

- a) Grantee agrees to make every effort to lower the grade of the new proposed sewer line to allow the Grantor to use gravity to drain sewage and eliminate the Grantor's pump system that is currently being used;
- b) Grantee agrees to make every effort to keep one (1) lane of the rear service road open during construction, although, there may be times in which it will not be possible for traffic to pass, best efforts will be made to keep disruptions to a minimum, and the Grantee will provide the Grantor with reasonable notice of the dates and times of any such disruptions to traffic;
- c) Grantee will repave any area disturbed, including patching the trench made for the Grantor's new sanitary sewer line, and regrading and repaving will be performed to ensure proper drainage from the property owned by Ray B. McCall, Jr. and Kathy H. McCall a/k/a Kathryn H. McCall to the Grantor's existing detention pond;
- d) Grantee agrees to make every effort to locate the Middle Tennessee Electric Membership Corporation ("MTEMC") transformer and supporting infrastructure in such a location as to not impact the quantity and use of the Grantor's existing parking spaces; however, the Grantor understands and acknowledges that MTEMC makes its own determination as to the final placement of its infrastructure within approved rights-of-way and easements. With the exception of the potential impact to one (1) of the Grantor's parking spaces, due to the current undetermined placement of MTEMC's transformer and supporting infrastructure, the Grantor shall, post completion of construction, be permitted to exercise continued use of its existing parking spaces fronting Franklin Road;
- e) Grantor shall have and retain ingress and egress over and across the easements granted herein for access to Franklin Road and the rear service road; and
- f) Grantee agrees to pay for the expenses of title examination, preparation of instrument(s) of conveyance, and recording of deed and/or easement documents.

TO HAVE AND TO HOLD said land, with the appurtenances, estate, title, and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor covenants with the Grantee that the Grantor is lawfully seized and possessed of said land in fee simple, has a right to convey it, and the same is unencumbered.

Grantor further covenants and binds itself, its heirs, and representatives, to warrant and forever defend the title to said land to the Grantee against the lawful claims of all persons whomsoever. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(Signature Pages to Follow)

Witness my hand this the _____ day of _____, 2020.

(Signature)

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, _____ [Name], with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the _____ [Title] of **The Factory at Franklin, LLC**, the within named bargainor, and that he/she as such _____ [Title], being authorized to do so, executed the foregoing document for the purpose(s) therein contained, by signing the name of **The Factory at Franklin, LLC** by himself/herself as such _____ [Title].

WITNESS my hand and seal this the _____ day of _____, 2020.

{SEAL}

NOTARY PUBLIC

My Commission Expires: _____

CITY OF FRANKLIN:

Eric S. Stuckey
City Administrator

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

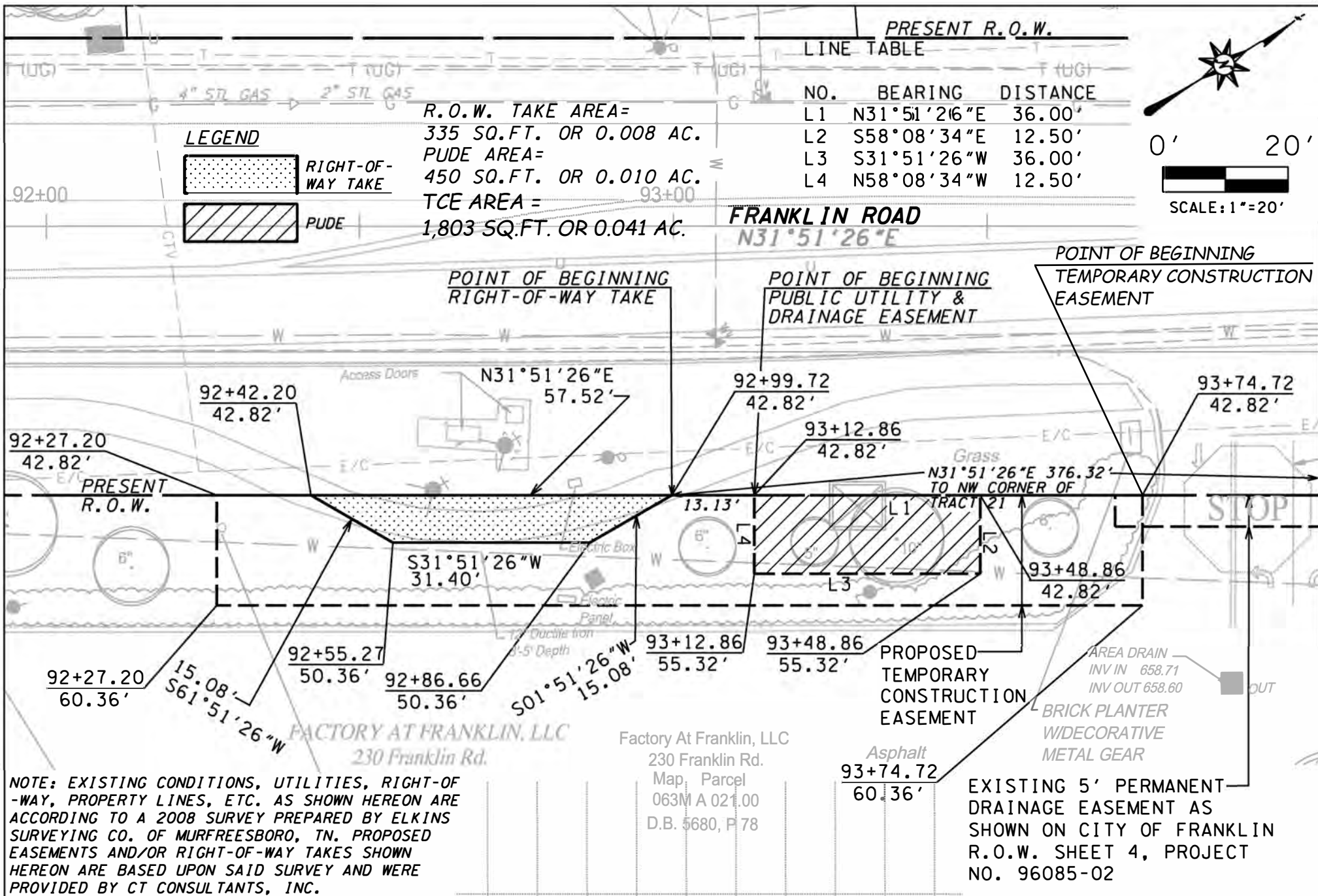
Personally appeared before me, the undersigned, a Notary Public in and for said State and County, **Eric S. Stuckey**, with whom I am personally acquainted and who acknowledged that he executed the foregoing document for the purposes therein contained, and who further acknowledged that he is the **City Administrator** of the Maker or a constituent of the Maker and is authorized by the Maker or by its constituent, the constituent being authorized by the Maker, to execute the foregoing document on behalf of the Maker.

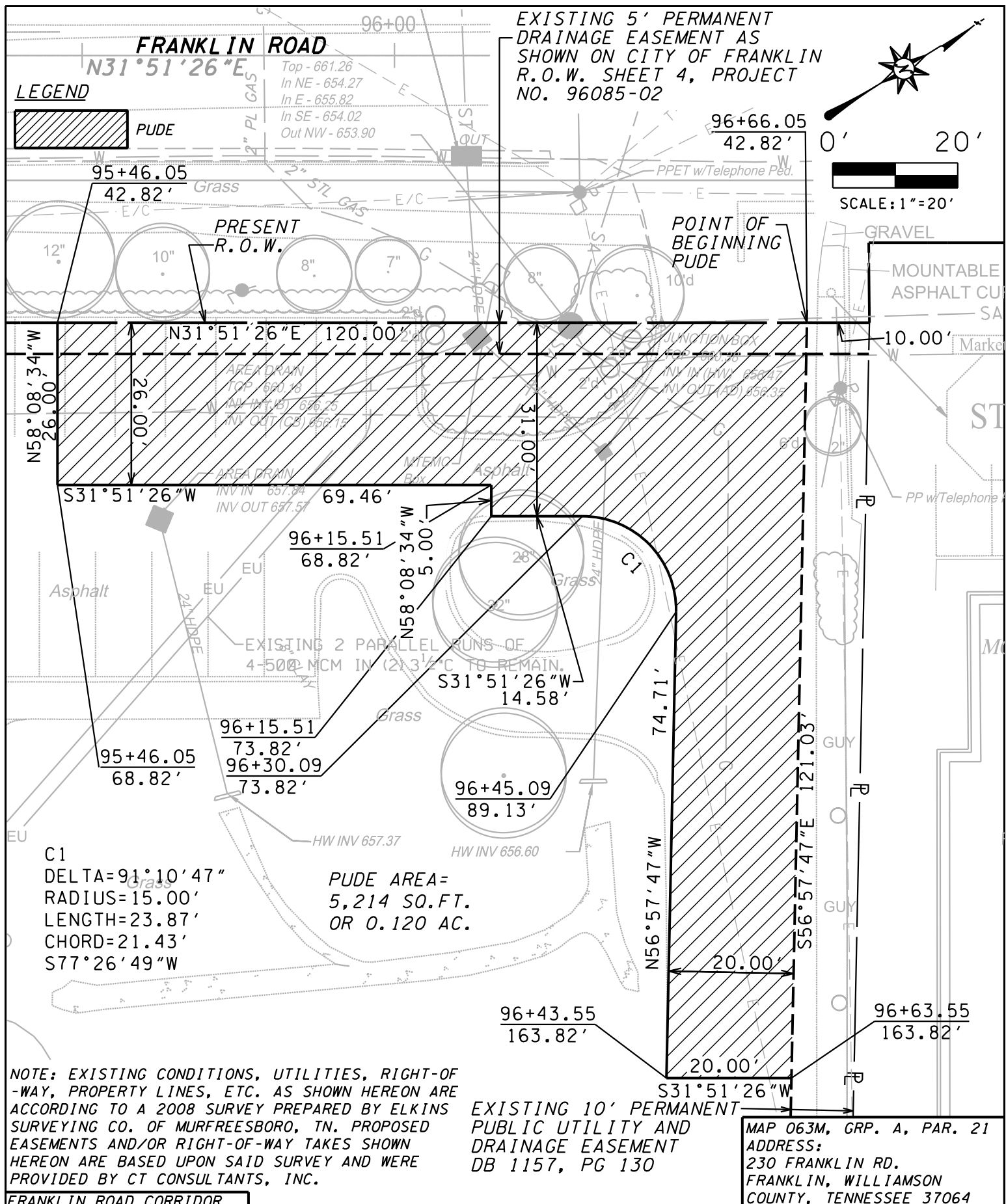
WITNESS my hand and seal this the _____ day of _____, 2020.

{SEAL}

NOTARY PUBLIC

My Commission Expires: _____







File #: 20-0761

DATE: May 20, 2020
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of COF Contract No. 2020-0049, COF Contract No. 2020-0050, And COF Contract No. 2020-0073, A Warranty Deed, An Agreement For Dedication of Easements, And A Middle Tennessee Electric Membership Corporation Right Of Way Easement With Franklin, 240 LLC For Property Acquisition Associated With The Franklin Road Corridor Improvements Project At A Respective Cost Of \$16,852.00, \$34,971.00, And \$0.00.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the acquisition of right-of-way (ROW) and easements from Franklin 240, LLC for the Franklin Road Corridor Improvements project.

BACKGROUND/STAFF COMMENTS:

To complete the Franklin Road Corridor Improvements project, the City must acquire, right-of-way, easements, and a Middle Tennessee Electric Membership Corporation (MTEMC) right of way easement from Franklin 240, LLC, which is listed as Tract 19 on the project plans. Staff has obtained an appraisal to determine the fair market value for the acquisition of this property. Staff and the property owner are in agreement on the terms of this acquisition.

FINANCIAL IMPACT:

The total cost of property acquisition from The Factory Franklin, LLC is \$51,823.00. The MTEMC right-of-way easement has no associated cost, as it is simply a blanket easement that allows MTEMC to reconnect the property to electrical service. Expenses from this project are being paid from the 2019 General Obligations Bond Issuance, which corresponds to General Ledger (GL) Fund code of 312.

RECOMMENDATION:

Staff Recommends approval of the Warranty Deed (COF Contract No. 2020-0049), the Agreement for Dedication of Easements (COF Contract No. 2020-0050), and the MTEMC Right of Way Easement (COF Contract No. 2020-0073) with Franklin 240, LLC.

This Instrument Was Prepared By:
City of Franklin, Tennessee
Post Office Box 305
Franklin, Tennessee 37065

WARRANTY DEED

COF Contract No. 2020-0049

<u>Project</u>	<u>County</u>	<u>Tract</u>	<u>Map</u>	<u>Group</u>	<u>Ctrl Map</u>	<u>Parcel</u>
Franklin Road Corridor Improvements Project	Williamson	19	063L	D	063L	002.00

New Owner Address:	Send Tax Bills To:
City of Franklin, Tennessee Post Office Box 305 Franklin, Tennessee 37065	City of Franklin, Tennessee Post Office Box 305 Franklin, Tennessee 37065

FOR AND IN CONSIDERATION of the sum of Sixteen Thousand Eight Hundred Fifty-Two and 00/100 Dollars (\$16,852.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **Franklin 240, LLC**, hereinafter called the Grantor, has bargained, sold, and by these presents does hereby transfer and convey unto the **City of Franklin, Tennessee¹**, hereinafter called the Grantee, its successors and assigns, any and all of the Grantor's right(s), title, and interest(s) in and to the following real property situated in Williamson County, Tennessee, being more particularly described as follows or more particularly shown by the words, figures, signs, and symbols attached hereto as **Exhibit A**, and incorporated herein by reference.

The following described property located in the City of Franklin, Tennessee 9th Civil District of Williamson County, Tennessee, to wit:

ACQUISITION

The below described property is hereby conveyed in fee simple.

Beginning at a point in the easterly present right-of-way line of Franklin Road, said point being the southwest corner of Franklin 240, LLC, as evidenced by deed of record in Book 6295, Page 471, Register's Office for Williamson County, Tennessee, said Franklin 240, LLC property being shown as Parcel 2 on Tax Map 063L, Group D, said point being located at Station 97+71.76, 30.00 feet right of the proposed centerline of Franklin Road as established by C.T. Consultants, Inc. for the Franklin Road Corridor Improvements, Harpeth River Bridge to Harpeth Industrial Court Project, City of Franklin Project Number: ST16009;

¹ Pursuant to T.C.A. § 67-4-409(f)(1), the City of Franklin, Tennessee is exempt from payment of the Transfer Tax associated with the purchase of the property referenced herein.

Thence, with the easterly present right-of-way line of Franklin Road, North 31°51'26" East, 150.54 to Station 99+22.30, 30.00 feet right of said centerline; Thence, with a curve to the right, having a central angle of 90°00'00", a radius of 20.00 feet, an arc length of 31.42 feet, and a chord bearing and distance of North 76°51'26" East, 28.28 feet to Station 99+42.30, 50.00 feet right of said centerline; Thence, with a new line across said Parcel 2, South 31°51'26" West, 1.38 feet to Station 99+40.92, 50.00 feet right of said centerline; Thence, with a curve to the left, having a central angle of 83°26'15", a radius of 17.50 feet, an arc length of 25.48 feet, and a chord bearing and distance of South 73°34'33" West, 23.29 feet to Station 99+23.54, 34.50 feet right of said centerline; Thence, South 31°51'26" West, 151.52 feet to Station 97+72.02, 34.50 feet right of said centerline; Thence, North 61°27'46" West, 4.51 feet to the point of beginning, containing 766 square feet, or 0.018 acres, more or less.

Being a portion of the same property conveyed to Franklin 240, LLC by Warranty Deed from Davis and Tompkins Company, Inc., dated October 9, 2014, of record in Book 6295, Page 471, Register's Office for Williamson County, Tennessee.

TO HAVE AND TO HOLD said land, with the appurtenances, estate, title and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor covenants with the Grantee that the Grantor is lawfully seized and possessed of said land in fee simple, has a right to convey it, and the same is unencumbered.

Grantor further covenants and binds itself, its heirs, and representatives, to warrant and forever defend the title to said land to the Grantee against the lawful claims of all persons whomsoever. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(Signature Pages to Follow)

Witness my hand this the _____ day of _____, 2020.

(Signature)

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, _____ [Name], with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the _____ [Title] of **Franklin 240, LLC**, the within named bargainor, and that he/she as such _____ [Title], being authorized to do so, executed the foregoing document for the purpose(s) therein contained, by signing the name of **Franklin 240, LLC** by himself/herself as such _____ [Title].

WITNESS my hand and seal this the _____ day of _____, 2020.

{SEAL}

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____)

COUNTY OF _____)

The actual consideration or true value, whichever is greater for this transfer is \$16,852.00.

Affiant

Sworn to and subscribed to before me on this the _____ day of _____, 2020.

{SEAL}

Notary Public

My Commission Expires: _____

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD
C1	90°00'00"	20.00'	31.42'	N76°51'26"E 28.28'
C2	83°26'15"	17.50'	25.48'	S73°34'33"W 23.29'
C3	00°56'52"	20.00'	0.33'	S57°40'08"E 0.33'

FRANKLIN ROAD

LEGEND



RIGHT-OF-WAY TAKE



PUDE

RIGHT-OF-WAY TAKE AREA=

766 SQ.FT. OR 0.018 AC.

PUDE AREA NO.1=

1,460 SQ.FT. OR 0.034 AC.

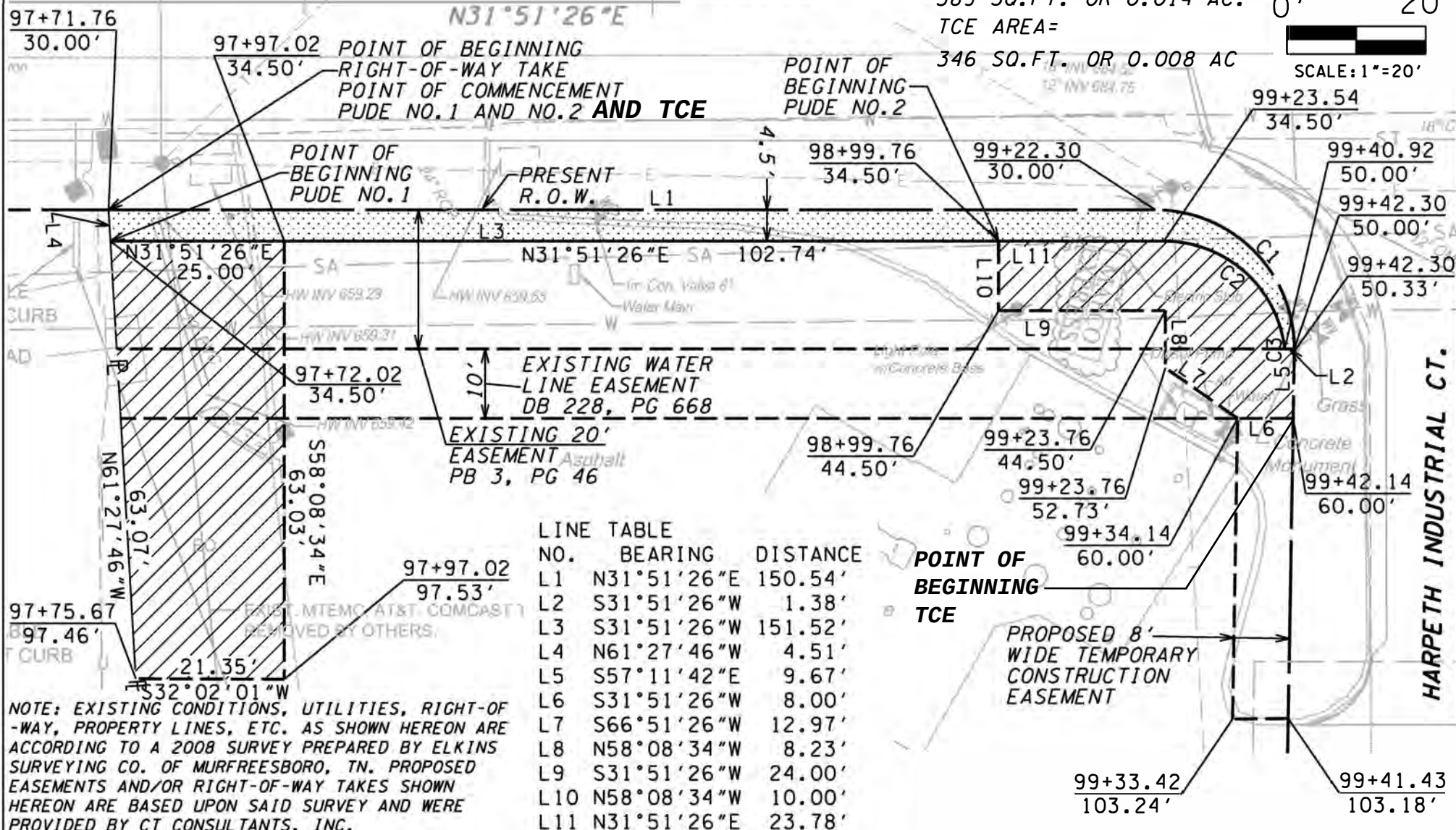
PUDE AREA NO.1=

589 SQ.FT. OR 0.014 AC.

TCE AREA=

346 SQ.FT. OR 0.008 AC

SCALE: 1"=20'



HFR JOB NO. 2018026	FRANKLIN ROAD CORRIDOR IMPROVEMENTS, HARPETH RIVER BRIDGE TO HARPETH INDUSTRIAL COURT PROJECT CITY OF FRANKLIN PROJECT NUMBER ST16009	RIGHT-OF-WAY TAKE PUBLIC UTILITY AND DRAINAGE EASEMENT (PUDE) TEMPORARY CONSTRUCTION EASEMENT (TCE)	TRACT NO. 19 OWNER: FRANKLIN 240, LLC DB 6295, PG 471	MAP 063L, GRP. D, PAR. 2 ADDRESS: 1104 HARPETH INDUSTRIAL CT. FRANKLIN, WILLIAMSON COUNTY, TENNESSEE	HFR DESIGN 214 Centerview Drive Suite 300 Brentwood, TN 37027 615.370.8500 615.370.8530 hfrdesign.com
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This Instrument Was Prepared By:
City of Franklin, Tennessee
Post Office Box 305
Franklin, Tennessee 37065

AGREEMENT FOR DEDICATION OF EASEMENTS

COF Contract No. 2020-0050

<u>Project</u>	<u>County</u>	<u>Tract</u>	<u>Map</u>	<u>Group</u>	<u>Ctrl Map</u>	<u>Parcel</u>
Franklin Road Corridor Improvements	Williamson	19	063L	D	063L	002.00

New Owner Address:	Send Tax Bills To:
City of Franklin, Tennessee Post Office Box 305 Franklin, Tennessee 37065	City of Franklin, Tennessee Post Office Box 305 Franklin, Tennessee 37065

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

Franklin 240, LLC

("Grantor") has bargained and sold, and by these presents does transfer and convey unto the **City of Franklin, Tennessee** ("Grantee") the land and/or land rights, more particularly described as follows:

The following described property located in the City of Franklin, Tennessee 9th
Civil District of Williamson County, Tennessee, to wit:

PERMANENT PUBLIC UTILITY & DRAINAGE EASEMENT #1

By this instrument the Grantor hereby conveys an easement for construction, operation, maintenance, repair, replacement, and inspection of infrastructure and improvements within the limits of the permanent easement. The title to the below described land remains vested in the Grantor and may be used for any lawful purpose or purposes desired after the construction of all improvements as referenced below has been completed, provided, in the opinion of the Grantee, said use or uses do not destroy, weaken, or damage the improvements as referenced below or interfere with the operation or maintenance thereof.

Commencing from a point in the easterly present right-of-way line of Franklin Road, said point being the southwest corner of Franklin 240, LLC, as evidenced by deed of record in Book 6295, Page 471, Register's Office for Williamson County, Tennessee, said Franklin 240, LLC property being shown as Parcel 2 on Tax Map 063L, Group D, said point being located at Station 97+71.76, 30.00 feet right of the proposed centerline of Franklin Road as established by C.T. Consultants, Inc. for the Franklin Road Corridor Improvements, Harpeth River

Bridge to Harpeth Industrial Court Project, City of Franklin Project Number: ST16009;

Thence, with the southerly line of Franklin 240, LLC, South 61°27'46" East, 4.51 feet to Station 97+72.02, 34.50 feet right of said centerline and the point of beginning of the herein described; Thence, across Franklin 240, LLC North 31°51'26" East, 25.00 feet to Station 97+97.02, 34.50 feet right of said centerline; Thence, South 58°08'34" East, 63.03 feet to Station 97+97.02, 97.53 feet right of said centerline; Thence, South 32°02'01" West, 21.35 feet to the southerly line of Franklin 240, LLC and Station 97+75.67, 97.46 feet right of said centerline; Thence, with the southerly line of Franklin 240, LLC, North 61°27'46" West, 63.07 feet to the point of beginning, containing 1,460 square feet, or 0.034 acres, more or less.

PERMANENT PUBLIC UTILITY & DRAINAGE EASEMENT #2

By this instrument the Grantor hereby conveys an easement for construction, operation, maintenance, repair, replacement, and inspection of infrastructure and improvements within the limits of the permanent easement. The title to the below described land remains vested in the Grantor and may be used for any lawful purpose or purposes desired after the construction of all improvements as referenced below has been completed, provided, in the opinion of the Grantee, said use or uses do not destroy, weaken or damage the improvements as referenced below or interfere with the operation or maintenance thereof.

Commencing from a point in the easterly present right-of-way line of Franklin Road, said point being the southwest corner of Franklin 240, LLC, as evidenced by deed of record in Book 6295, Page 471, Register's Office for Williamson County, Tennessee, said Franklin 240, LLC property being shown as Parcel 2 on Tax Map 063L, Group D, said point being located at Station 97+71.76, 30.00 feet right of the proposed centerline of Franklin Road as established by C.T. Consultants, Inc. for the Franklin Road Corridor Improvements, Harpeth River Bridge to Harpeth Industrial Court Project, City of Franklin Project Number: ST16009;

Thence, with the southerly line of Franklin 240, LLC, South 61°27'46" East, 4.51 feet to Station 97+72.02, 34.50 feet right of said centerline; Thence, across Franklin 240, LLC, North 31°51'26" East, 127.74 feet to Station 98+99.76, 34.50 feet right of said centerline and the point of beginning of the herein described; Thence, North 31°51'26" East, 23.78 feet to Station 99+23.54, 34.50 feet right of said centerline; Thence, with a curve to the right having a central angle of 83°26'15", a radius of 17.50 feet, and arc length of 25.48 feet, and chord bearing and distance of North 73°34'33" East, 23.29 feet to Station 99+40.92, 50.00 feet right of said centerline; Thence, North 31°51'26" East, 1.38 feet to the southerly right-of-way line of Harpeth Industrial Court and Station 99+42.30, 50.00 feet right of said centerline; Thence, with the southerly right-of-way line of Harpeth Industrial Court and a curve to the right having a central angle of 00°56'52", a radius of 20.00 feet, an arc length of 0.33 feet, and a chord bearing and distance of South 57°40'08" East, 0.33 feet to Station 99+42.30, 50.33 feet right of said

centerline; Thence, South 57°11'42" East, 9.67 feet to Station 99+42.14, 60.00 feet right of said centerline; Thence, across Franklin 240, LLC, South 31°51'26" West, 8.00 feet to Station 99+34.14, 60.00 feet right of said centerline; Thence, South 66°51'26" West, 12.97 feet to Station 99+23.76, 52.73 feet right of said centerline; Thence, North 58°08'34" West, 8.23 feet to Station 99+23.76, 44.50 feet right of said centerline; Thence, South 31°51'26" West, 24.00 feet to Station 98+99.76, 44.50 feet right of said centerline; Thence, North 58°08'34" West, 10.00 feet to the point of beginning, containing 589 square feet, or 0.014 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT

By this easement the Grantor hereby conveys an easement for the construction of a working area outside the proposed right-of-way line. The title to the below described land remains vested in the Grantor, and is used by the Grantee, its contractors or assigns for a period of three (3) years, from and after the commencement of construction.

Commencing from a point in the easterly present right-of-way line of Franklin Road, said point being the southwest corner of Franklin 240, LLC, as evidenced by deed of record in Book 6295, Page 471, Register's Office for Williamson County, Tennessee, said Franklin 240, LLC property being shown as Parcel 2 on Tax Map 063L, Group D, said point being located at Station 97+71.76, 30.00 feet right of the proposed centerline of Franklin Road as established by C.T. Consultants, Inc. for the Franklin Road Corridor Improvements, Harpeth River Bridge to Harpeth Industrial Court Project, City of Franklin Project Number: ST16009;

Thence, with the easterly present right-of-way line of Franklin Road, North 31°51'26" East, 150.54 feet to Station 99+22.30, 30.00 feet right of said centerline; Thence, with a curve to the left, having a central angle of 90°00'00", a radius of 20.00 feet, an arc length of 31.42 feet, and a chord bearing and distance of North 76°51'26" East, 28.28 feet to the southerly right-of-way line of Harpeth Industrial Court and Station 99+42.30, 50.00 feet right of said centerline; Thence, with the southerly right-of-way line of Harpeth Industrial Court and a curve to the right having a central angle of 00°56'52", a radius of 20.00 feet, an arc length of 0.33 feet, and a chord bearing and distance of South 57°40'08" East, 0.33 feet to Station 99+42.30, 50.33 feet right of said centerline; Thence, with the southerly right-of-way line of Harpeth Industrial Court, South 57°11'42" East, 9.67 feet to Station 99+42.14, 60.00 feet right of said centerline and the point of beginning of the herein described; Thence, with the southerly right-of-way line of Harpeth Industrial Court, South 57°11'42" East, 43.19 feet to Station 99+41.43, 103.18 feet right of said centerline; Thence, across Franklin 240, LLC, South 31°24'25" West, 8.00 feet to Station 99+33.42, 103.24 feet right of said centerline; Thence, North 57°11'42" West, 43.25 feet to Station 99+34.14, 60.00 feet right of said centerline; Thence, North 31°51'26" East, 8.00 feet to the point of beginning, containing 346 square feet, or 0.008 acres, more or less.

Being a portion of the same property conveyed to Franklin 240, LLC by Warranty Deed from Davis and Tompkins Company, Inc., dated October 9, 2014, of record in Book 6295, Page 471, Register's Office for Williamson County, Tennessee.

This conveyance is made in consideration of Thirty-Four Thousand Nine Hundred Seventy-One and 00/100 Dollars (\$34,971.00), cash in hand paid, the receipt of which is hereby acknowledged, and said consideration includes payment for the property conveyed herein, and any other additions/features specifically noted herein or more particularly shown by the words, figures, signs, and symbols attached hereto as **Exhibit A**, and incorporated herein by reference. The above consideration also includes payment for or the elimination of all actual or incidental damages to the remainder otherwise compensable under the Tennessee laws of eminent domain.

TO HAVE AND TO HOLD said land, with the appurtenances, estate, title, and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor covenants with the Grantee that the Grantor is lawfully seized and possessed of said land in fee simple, has a right to convey it, and the same is unencumbered.

Grantor further covenants and binds itself, its heirs, and representatives, to warrant and forever defend the title to said land to the Grantee against the lawful claims of all persons whomsoever. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(Signature Pages to Follow)

Witness my hand this the _____ day of _____, 2020.

(Signature)

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, _____ [Name], with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the _____ [Title] of **Franklin 240, LLC**, the within named bargainor, and that he/she as such _____ [Title], being authorized to do so, executed the foregoing document for the purpose(s) therein contained, by signing the name of **Franklin 240, LLC** by himself/herself as such _____ [Title].

WITNESS my hand and seal this the _____ day of _____, 2020.

{SEAL}

NOTARY PUBLIC

My Commission Expires: _____

CITY OF FRANKLIN:

Eric S. Stuckey
City Administrator

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, **Eric S. Stuckey**, with whom I am personally acquainted and who acknowledged that he executed the foregoing document for the purposes therein contained, and who further acknowledged that he is the **City Administrator** of the Maker or a constituent of the Maker and is authorized by the Maker or by its constituent, the constituent being authorized by the Maker, to execute the foregoing document on behalf of the Maker.

WITNESS my hand and seal this the _____ day of _____, 2020.

{SEAL}

NOTARY PUBLIC

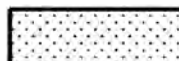
My Commission Expires: _____

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD
C1	90°00'00"	20.00'	31.42'	N76°51'26"E 28.28'
C2	83°26'15"	17.50'	25.48'	S73°34'33"W 23.29'
C3	00°56'52"	20.00'	0.33'	S57°40'08"E 0.33'

FRANKLIN ROAD

LEGEND



RIGHT-OF-WAY TAKE



PUDE

RIGHT-OF-WAY TAKE AREA=

766 SQ.FT. OR 0.018 AC.

PUDE AREA NO. 1=

1,460 SQ.FT. OR 0.034 AC.

PUDE AREA NO. 1 =

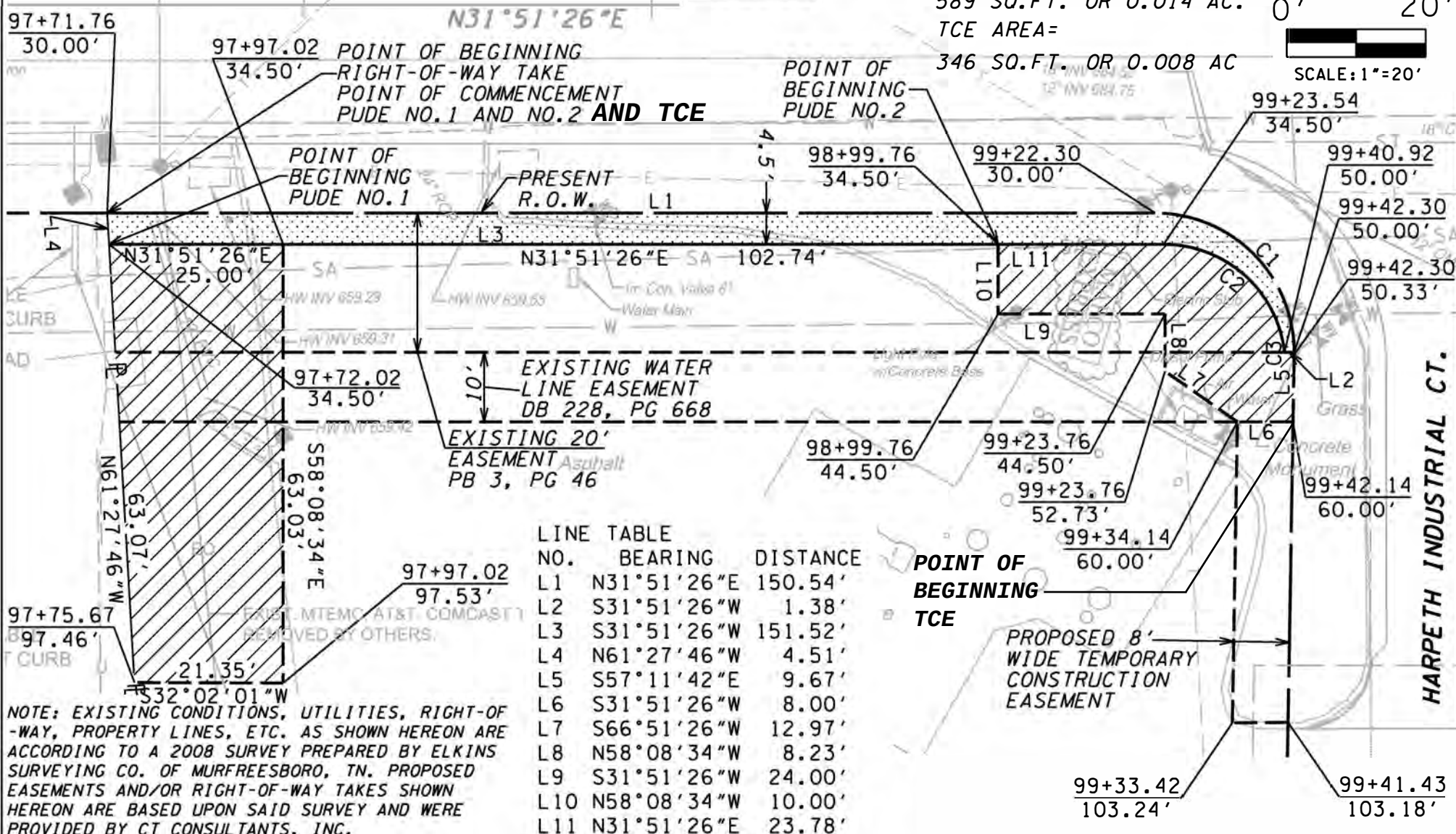
589 SQ.FT. OR 0.014 AC.

TCE AREA=

346 SQ.FT. OR 0.008 AC



SCALE: 1"=20'



NOTE: EXISTING CONDITIONS, UTILITIES, RIGHT-OF-WAY, PROPERTY LINES, ETC. AS SHOWN HEREON ARE ACCORDING TO A 2008 SURVEY PREPARED BY ELKINS SURVEYING CO. OF MURFREESBORO, TN. PROPOSED EASEMENTS AND/OR RIGHT-OF-WAY TAKES SHOWN HEREON ARE BASED UPON SAID SURVEY AND WERE PROVIDED BY CT CONSULTANTS, INC.

LINE NO.	BEARING	DISTANCE
L1	N31°51'26"E	150.54'
L2	S31°51'26"W	1.38'
L3	S31°51'26"W	151.52'
L4	N61°27'46"W	4.51'
L5	S57°11'42"E	9.67'
L6	S31°51'26"W	8.00'
L7	S66°51'26"W	12.97'
L8	N58°08'34"W	8.23'
L9	S31°51'26"W	24.00'
L10	N58°08'34"W	10.00'
L11	N31°51'26"E	23.78'

**POINT OF
BEGINNING
TCE**

PROPOSED 8'—
WIDE TEMPORARY
CONSTRUCTION
EASEMENT

HFR JOB NO. 2018026 08-26-19	FRANKLIN ROAD CORRIDOR IMPROVEMENTS, HARPETH RIVER BRIDGE TO HARPETH INDUSTRIAL COURT PROJECT- CITY OF FRANKLIN PROJECT NUMBER ST16009	RIGHT-OF-WAY TAKE	TRACT NO. 19 OWNER: FRANKLIN 240, LLC DB 6295, PG 471	MAP 063L, GRP. D, PAR. 2 ADDRESS: 1104 HARPETH INDUSTRIAL CT. FRANKLIN, WILLIAMSON COUNTY, TENNESSEE	 HFR DESIGN 214 Centerview Drive Suite 300 Brentwood, TN 37027 615.370.8500  615.370.8530  hfrdesign.com
		PUBLIC UTILITY AND DRAINAGE EASEMENT (PUDE) TEMPORARY CONSTRUCTION EASEMENT (TCE)			

Service Location # _____ Meter Set SO# _____ WO # _____

RIGHT OF WAY EASEMENT

Development Blanket Easement YES ☐ NO ☒ Name of Development N/A

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more)

N/A and/by N/A

Print Name	Print Name
(unmarried) (husband and wife) or (Print Business Name)	(business entity)
for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Middle Tennessee Electric Membership Corporation, a cooperative corporation hereinafter “Cooperative,” whose address is Murfreesboro, Tennessee, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of <u>Williamson</u> , State of Tennessee, at	
(911 address) <u>1104</u>	<u>Harpeth Industrial Court</u>
house #	Street/road name
<u>Franklin</u>	<u>TN</u>
City	State
<u>37064</u>	Zip

further described in County Tax Assessor’s Tax Maps as

County Code 094 Map 063L Group D Parcel 00200

which property may be further referenced as property of record in Deed Book 6295, Page 471, of the Register’s Office of the above named county and may be further described according to Exhibit “1” attached hereto and incorporated herein by reference as if set forth herein at length verbatim, if attached, to install, construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system and/or any other service permitted by law, on or under the above described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, poles, guy wire and anchors, hand holes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 20 feet of the center line (a total of 40’) of said line or system, or any tree that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to prohibit, prevent and restrict the planting and/or maintenance of any trees, shrubbery or vegetation not approved in writing by Cooperative (except those trees that appear on the Cooperative approved standard planting guide) which approval may be withheld by Cooperative in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system; to prohibit the planting of any trees, shrubbery or vegetation within 15’ of a pole or transformer; to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation for electrification, other utility or commercial purposes, or for any other service permitted by law. The undersigned hereby expressly releases any claims, demands, actions, or causes of action for trespass related to the Cooperative’s use of this Right of Way Easement as described herein.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

With respect to the planting or maintenance of any trees, shrubbery or other vegetation within twenty feet (20’) of the centerline (a total of 40’) of said line or system, the undersigned must secure in advance the written approval of the Cooperative which approval may be withheld by Cooperative in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system.

If any portion of the lines or system is placed underground, the right-of-way herein granted includes the right to install and maintain guy additions to overhead lines onto property of the undersigned.

The undersigned covenant that they are the owners of the above-described property.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 20 ____.

(Print Name) N/A (Legal Signature) _____

(Print Name) N/A (Legal Signature) _____

OR

(Print Business Name) Franklin 240, LLC

(Authorized Representative Print Name & Title) _____ (Legal Signature) _____

(ACKNOWLEDGMENT)

STATE OF TENNESSEE
COUNTY OF _____

On this _____ day of _____ 20 ____, before me personally appeared to me known (or proved to me on the basis of satisfactory evidence) to be the person or persons described in, and who executed the foregoing instrument, and acknowledge that he/she/they executed the same as his/her/their free act and deed.

Witness my hand and official seal at _____, Tennessee, the day and year aforesaid.

Notary Public _____

My commission expires _____

STATE OF TENNESSEE
COUNTY OF _____

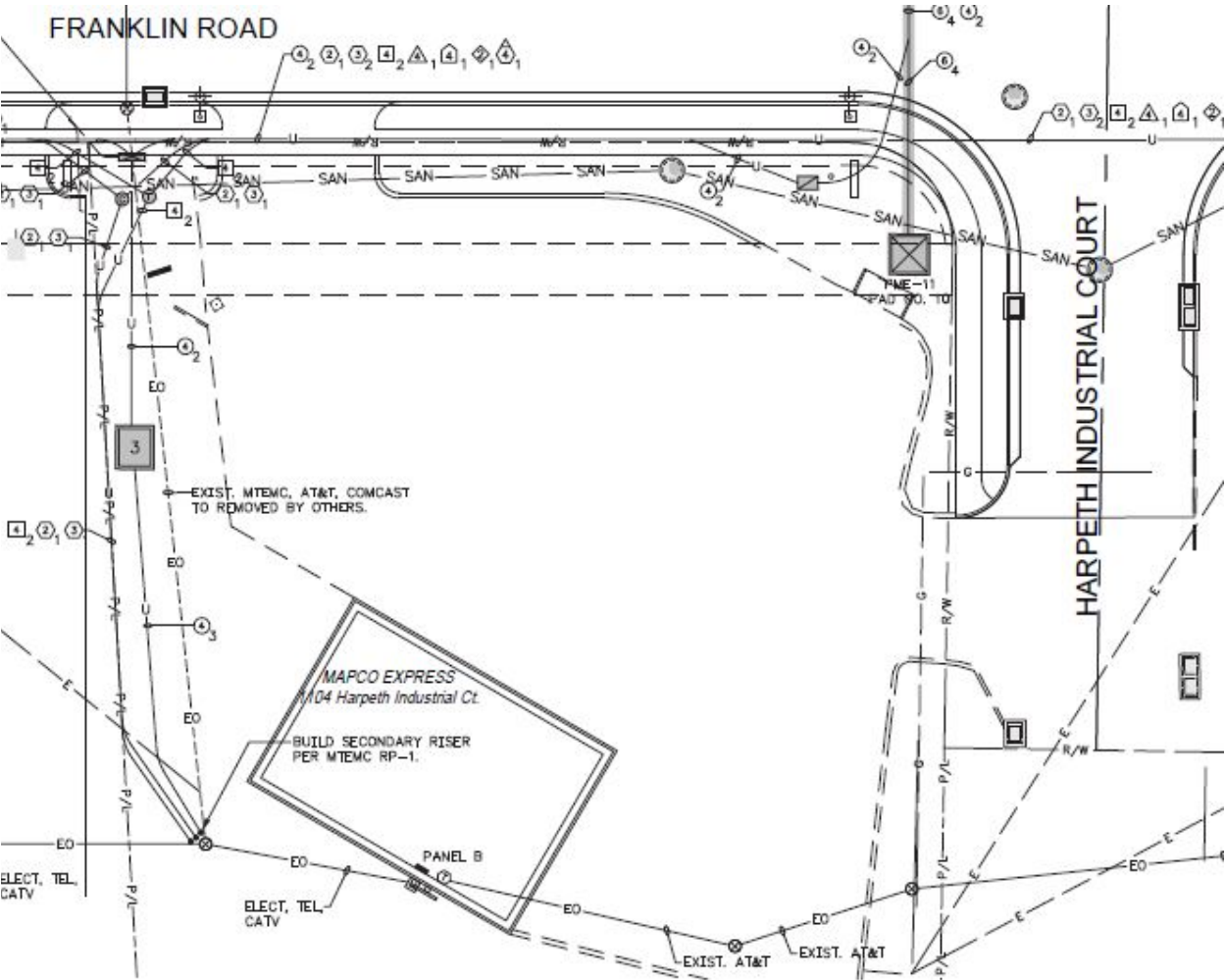
On this _____ day of _____ 20 ____, before me personally appeared to me known (or proved to me on the basis of satisfactory evidence) to be the person or persons described in, and who executed the foregoing instrument, and acknowledge that he/she/they executed the same as his/her/their free act and deed.

Witness my hand and official seal at _____, Tennessee, the day and year aforesaid.

Notary Public _____

My commission expires _____

Easement 2020-0073
Exhibit 1



This easement is for the installation of underground/overhead utilities as generally shown on this exhibit.



City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 20-0764

DATE: May 20, 2020

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Consideration Of **Draft** Resolution 2020-90, A Resolution Declaring Certain Right-Of-Way Located Between The Properties At 931 And 935 Glass Street As Surplus.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-90.

BACKGROUND/STAFF COMMENTS:

In March 2020, the property owner at 935 Glass Street contacted City staff to request the abandonment of the alley located between 931 and 935 Glass Street. This alley is 6 feet wide and generally runs north-south between 931 and 935 Glass Street.

The original width of this alley was 12 feet, and it was located between Lot 4 (931 Glass Street) and Lot 5 (935 Glass Street) of the E. E. Green Subdivision, as shown in the plan of record from June 8, 1910 in deed book 32, page 376 at the Register's Office for Williamson County, TN. On February 13, 1979, the BOMA voted unanimously to execute a quitclaim deed for one-half of the original 12-foot wide alley to the property owner at 931 Glass Street. Since that time, a 6-foot wide alley has remained unused by the City.

It is staff's opinion that this remaining 6-foot alley provides no tangible benefit to the City and that the value of this alley is less than the \$25,000 threshold set forth in Municipal Code.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution 2020-90.

RESOLUTION 2020-90

A RESOLUTION DECLARING CERTAIN RIGHT-OF-WAY LOCATED BETWEEN THE PROPERTIES AT 931 AND 935 GLASS STREET AS SURPLUS

WHEREAS, in March 2020, City staff received a request from the property owner of 935 Glass Street to abandon the public alley located between the properties at 931 and 935 Glass Street; and

WHEREAS, said public alley was originally shown as twelve (12) feet wide and generally running north-south between Lot 4 (931 Glass Street) and Lot 5 (935 Glass Street) of the E. E. Green Subdivision, a plan of which is shown in Deed Book 32, Page 76, Register's Office for Williamson County, Tennessee; and

WHEREAS, on February 13, 1979, the City of Franklin Board of Mayor and Aldermen ("BOMA") voted unanimously to execute a quitclaim deed to abandon one-half of the twelve (12) foot wide alley to the property owner of 931 Glass Street; and

WHEREAS, the remaining six (6) foot wide public alley has remained unused by the City and provides no benefit to the general public; and

WHEREAS, City staff has determined the value of this remaining public alley to be less than \$25,000; and

WHEREAS, Municipal Code Title 5, Chapter 8, §5-802 allows for the BOMA to sell or dispose of right-of-way by negotiated contract or by other means that will adequately protect the public interest when the value does not exceed \$25,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the public alley right-of-way located between the properties at 931 and 935 Glass Street is hereby declared surplus property.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20__

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

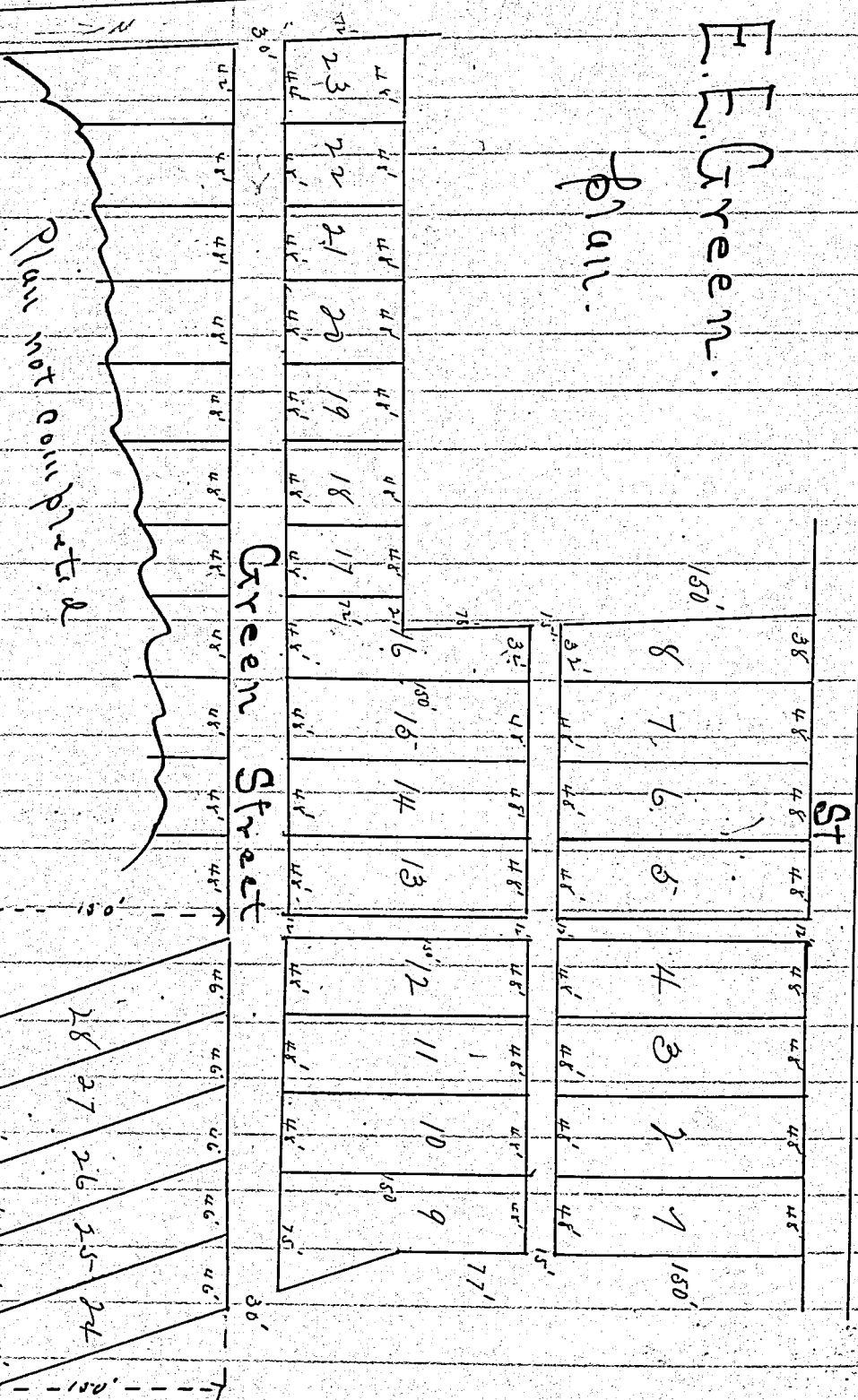
By: _____
Dr. Ken Moore
Mayor

Approved as to form:

By: _____
Sauna R. Billingsley
City Attorney

E. E. Green.

Plan.



Plan not completed

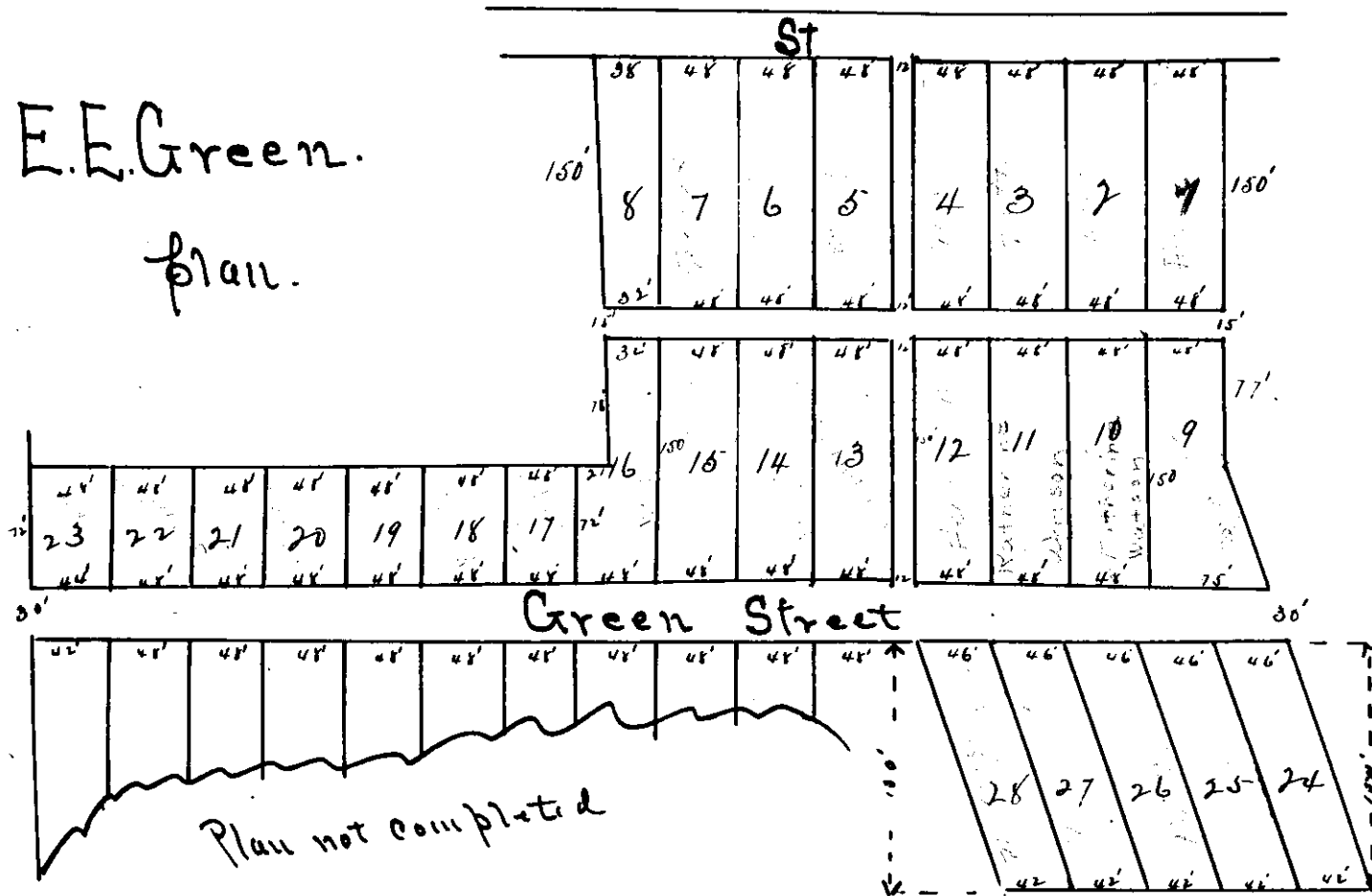
Green Street

Parkes Addition

Nashville Interurban Ry

Filed June 8 1910 at 2 pm, Lev S. McGowan Register

E.E. Green.
Plan.



Nashville Interurban Ry

1/116

Filed June 8 1910 at 4 Pm. Sec 5. McQueen City, Mo.

Boma

OF THE HARPETH RIVER AND HILLSBORO ROAD, TO B-3 (INTERMEDIATE BUSINESS) and moved its passage on first reading. His motion was seconded by Alderman Jackson and upon roll being called, the vote of the Board was as follows: Sledge - Aye; Campbell - No; Wakefield - Aye; Gunnell - Aye; Anderson - Aye; Jewell - Aye; Little - Aye; Jackson - Aye.

Alderman Gunnell made a motion that Public hearing be had in regard to Bill No. 772 on March 13, 1979 at 7:30 P. M. His motion was seconded by Alderman Jackson and passed unanimously.

Mr. Geoffrey Mitchell appeared before the Board and requested annexation of two tracts of land on Highway 96 East belonging to the Estate of Agnes Bennett, one tract containing 114.9 acres and the other tract containing 84.3 acres. Alderman Gunnell made a motion that Mr. Mitchell's request be referred to the Planning Commission for study. His motion was seconded by Alderman Jackson and passed unanimously.

Alderman Gunnell made a motion that the Mayor and City Recorder execute quitclaim deed between the City of Franklin and Jimmy Patton and wife, Frances B. Patton, for parcel of land adjacent to their property at 931 Glass Street. His motion was seconded by Alderman Jackson and passed unanimously.

Wilson Herbert and Joe Baugh appeared before the Board and stated that they believed the last census did not reflect the true growth of Franklin and Williamson County and they requested that the Board authorize the County to proceed with plans to try to obtain the correct census. The Board authorized Mr. Baugh and Mr. Wilson to try to get a correct census.

Alderman Gunnell introduced Bill No. 784 entitled AN ORDINANCE TO AMEND TITLE 4 OF THE FRANKLIN MUNICIPAL CODE WHICH AMENDMENT SHALL PROVIDE A NEW CHAPTER 6 REGARDING THE ADOPTION AND ENFORCEMENT OF AN ENERGY CONSERVATION CODE, WHICH CODE SHALL ESTABLISH THE MINIMUM REQUIREMENTS FOR THE EFFECTIVE USE OF ENERGY IN NEW BUILDINGS and moved its passage on first

Q
P.X

BOOK 333 PAGE 324

This Instrument Prepared By:

Jerry C. Colley
Attorney at Law
Columbia, Tennessee

78B C P U

Person or Agency Responsible for
Payment of Taxes:

Mr. & Mrs. Jimmy D. Patton
Name
931 Glass Street
Franklin, Tenn.
Address

QUITCLAIM DEED

For and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, the City of Franklin, Tennessee, a municipal corporation, does hereby sell, transfer and convey unto Jimmy D. Patton, and wife, Frances B. Patton, their heirs and assigns, all its right, title, interest, and estate in and to the following described real estate located in the ____ Ward of the City of Franklin and in the 9th Civil District of Williamson County, Tennessee, and described as follows:

Being the east one-half of a 12 foot wide alley, which alley lies between Lot. No. 4 and Lot No. 5 of the E. E. Green Subdivision and which alley runs in a southerly direction from Glass Street to the southwest corner of Lot No. 4 and on the southeast corner of Lot No. 5 and which is bounded on the east by Lot No. 4 and on the west by Lot No. 5 of said subdivision, a plan of which is of record in Deed Book 32, page 376, Register's Office, Williamson County, Tennessee.

TO HAVE AND TO HOLD the above described tract of land to the said Jimmy D. Patton and wife, Frances D. Patton, their heirs and assigns, forever.

IN WITNESS WHEREOF, the City of Franklin has caused this instrument to be executed by its duly authorized officers, this the 12th day of January 1979.



File #: 20-0773

DATE: May 21, 2020
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 2019-52, An Ordinance To Establish No Parking Restrictions On Both Sides Of East Benjamin Drive From Liberty Hills Drive To Freedom Drive

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2019-52.

BACKGROUND/STAFF COMMENTS:

On June 25, 2019, the Liberty Hills Homeowners Association (HOA) President Tommy Campsey invited Carl Baughman to attend a homeowners meeting to discuss parking issues on certain streets in the subdivision. The outcome of that discussion was a specific request from the HOA for "NO PARKING" restrictions on the following streets:

- East Benjamin Drive - both sides of the street between Liberty Hills Drive and Freedom Drive,
- Freedom Drive - both sides of the street between North Royal Oaks Boulevard and East Benjamin Drive,
- Chad Court - along the right side (as you are entering the cul-de-sac) of the street, and
- Liberty Hills Drive - both sides of the street between Liberty Pike and the residential properties (i.e. fronting common open space only).

As the first 3 streets involve residential properties, the Engineering Department identified petition zones for the HOA to obtain property owner signatures for 51% or more of the homeowners to concur with the requests. The Engineering Department clarified that the proposed parking restrictions would remain in effect for guests visiting a resident within the "NO PARKING" zone(s). The results of those petitions are as follow:

- East Benjamin Drive* - 10 of 19 total properties in support (52%)
- Freedom Drive* - 8 of 15 total properties in support (53%)
- Chad Court - 4 of 8 total properties in support (50%)

*NOTE: The petition statements for East Benjamin Drive and Freedom Drive request that the "NO

PARKING" restrictions be established for the limited hours of 4:00 PM to 6:00 PM and 10:00 PM to 8:00 AM.

Regarding the hours for parking restrictions, at the neighborhood meeting, Carl explained that the subdivision could identify the desired hours for "NO PARKING". The HOA Board, in working with its residents, formulated the requested times and circulated the petitions with the time restrictions. In an October 25, 2019 meeting with City staff, the HOA Board explained that the reasons for the limited hours of the requested "NO PARKING" restrictions are safety and security, especially during school bus pick-up and drop-off. Both the East Benjamin Drive and Freedom Drive petitions met the requirement of a simple majority (51% or more) of adjacent property owners in agreement with the request. Chad Court did not meet that requirement.

The proposed restrictions on Liberty Hills Drive are only adjacent to HOA owned and maintained property, therefore no petition was required for that request.

Staff has the following concerns with the request for East Benjamin Drive as presented:

- "Small" majority support for the restrictions,
- Potential concerns for enforcement of "NO PARKING" with split time restrictions, and
- Limited site distance condition(s), on which the safety concerns are based, exist at all times, not just during specific hours.

FINANCIAL IMPACT:

The signage that would be required with the approval of this ordinance can be produced and installed by City staff, so the cost is minimal (i.e less than \$2,500). City crews would install the signs on standard, galvanized steel posts. The HOA may choose to provide and install decorative sign posts and frames at its own cost.

RECOMMENDATION:

Staff makes no formal recommendation at this time and seeks direction from the BOMA.

ORDINANCE 2019-52

AN ORDINANCE TO ESTABLISH NO PARKING RESTRICTIONS ON BOTH SIDES OF EAST BENJAMIN DRIVE FROM LIBERTY HILLS DRIVE TO FREEDOM DRIVE

WHEREAS, the Franklin Municipal Code § 15-603 prohibits a person from parking at any place where official signs or pavement markings prohibit parking; and

WHEREAS, the Liberty Hills Homeowners Association desires to improve the safety and security of travel on East Benjamin Drive; and

WHEREAS, the horizontal and vertical alignments of East Benjamin Drive generate constraints in the available sight distance; and

WHEREAS, a majority of the property owners on East Benjamin Drive have petitioned the Liberty Hills Homeowners Association to request the City to establish “NO PARKING” restrictions on both sides of East Benjamin Drive, from Liberty Hills Drive to Freedom Drive, between the hours of 4:00 PM to 6:00 PM and 10:00 PM to 8:00 AM.

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

SECTION I. “NO PARKING” restrictions, with the effective hours of 4:00 PM to 6:00 PM and 10:00 PM to 8:00 AM, are hereby established on both sides of East Benjamin Drive from Liberty Hills Drive to Freedom Drive.

SECTION II. The Streets Department Director or his designee is hereby authorized to obtain and install all necessary signs and/or pavement markings within these “NO PARKING” restrictions to ensure these regulations are signed appropriately and remain enforceable.

SECTION III. 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, the health, safety and welfare of the citizens of Franklin requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

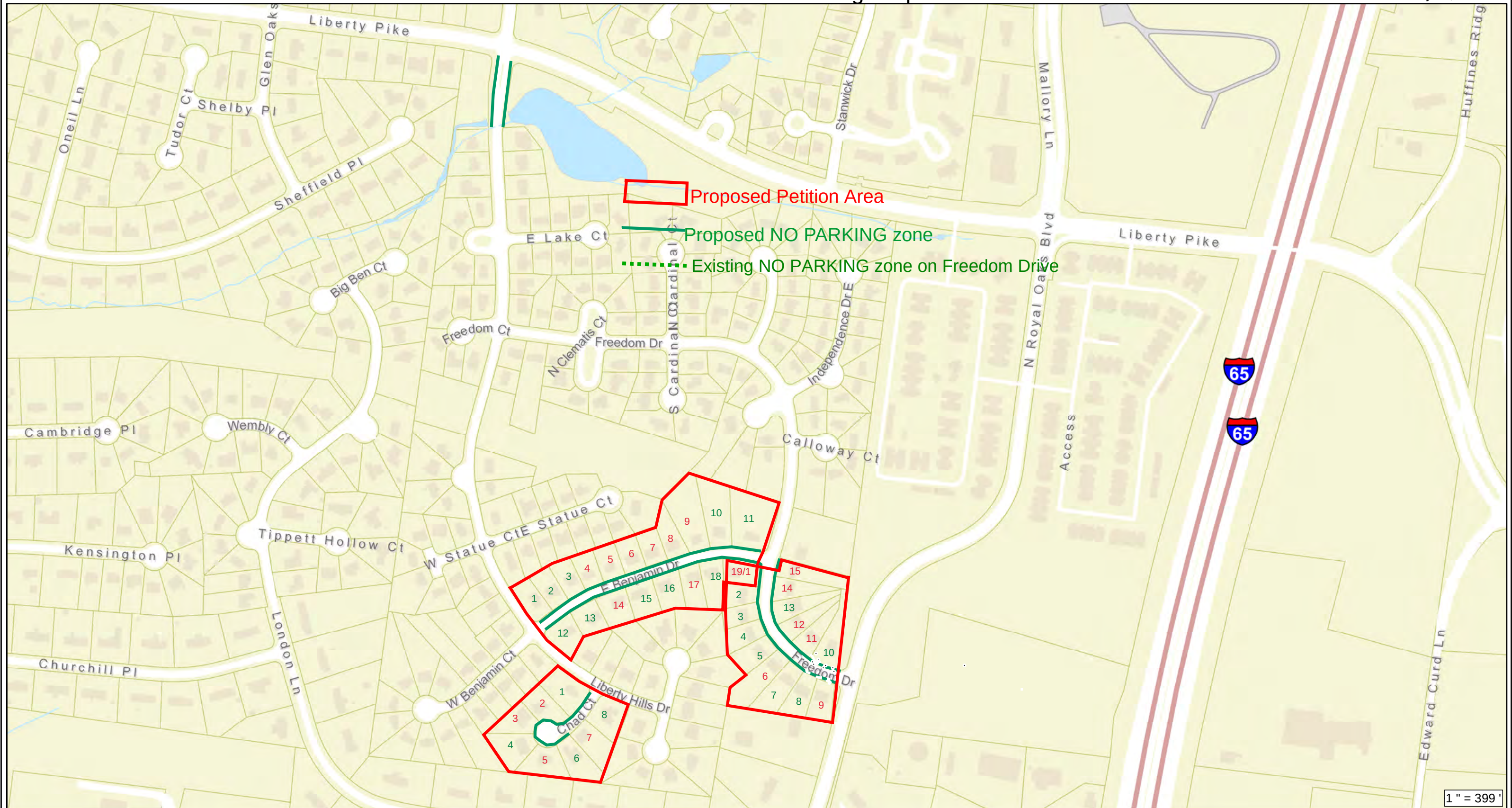
Shauna R. Billingsley, City Attorney

PASSED FIRST READING: _____

PASSED SECOND READING: _____

LIBERTY HILLS No Parking Proposals

July 12, 2019



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City of Franklin

109 3rd Ave S.
Franklin, TN 37064
(615) 791-3217

File #: 20-0759

DATE: May 20, 2020

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Capital Projects Dashboard & Status Updates For May 2020.

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:

<https://maps.franklinton.gov/portal/apps/opsdashboard/index.html#/97488be2a12447f3bdbbc622fbebfa188>

Manually locate the dashboard following the instructions below:

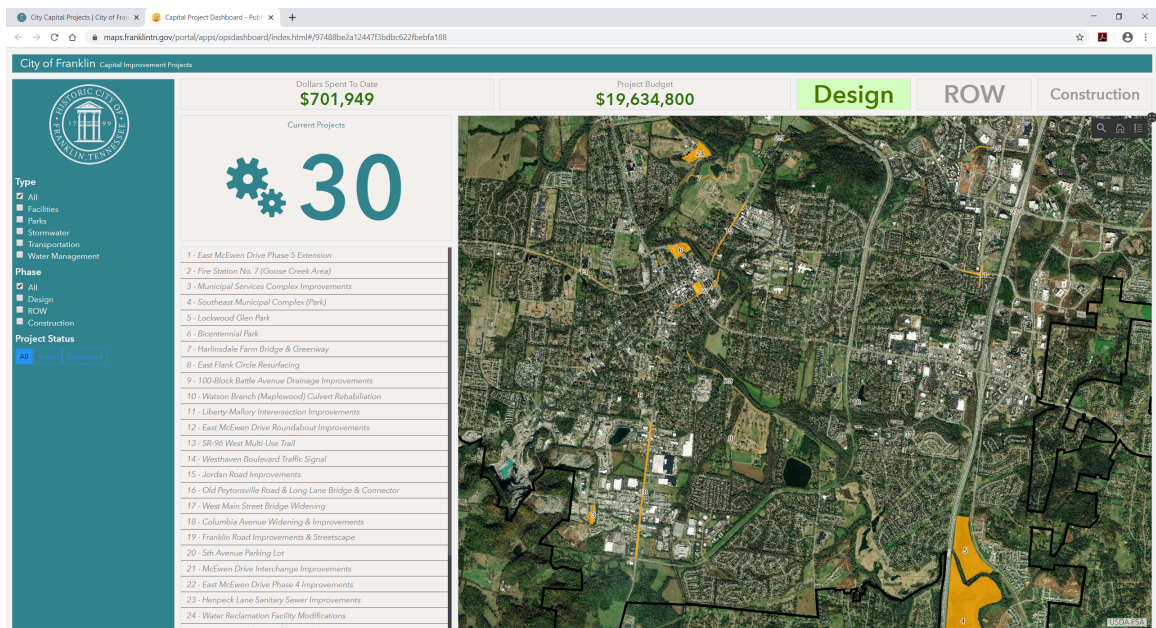
1. Go to the City of Franklin's main website at: <https://www.franklinton.gov/>,
2. Hover your mouse over "Our City",
3. Click on "City Projects",
4. Click on "Capital Projects Dashboard".

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None.





File #: 20-0778

DATE: May 21, 2020

TO: Capital Investment Committee

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of **Draft** Ordinance 2019-53, An Ordinance To Establish No Parking Restrictions On Both Sides Of Freedom Drive From North Royal Oaks Boulevard To East Benjamin Drive

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2019-53.

BACKGROUND/STAFF COMMENTS:

On June 25, 2019, the Liberty Hills Homeowners Association (HOA) President Tommy Campsey invited Carl Baughman to attend a homeowners meeting to discuss parking issues on certain streets in the subdivision. The outcome of that discussion was a specific request from the HOA for "NO PARKING" restrictions on the following streets:

- East Benjamin Drive - both sides of the street between Liberty Hills Drive and Freedom Drive,
- Freedom Drive - both sides of the street between North Royal Oaks Boulevard and East Benjamin Drive,
- Chad Court - along the right side (as you are entering the cul-de-sac) of the street, and
- Liberty Hills Drive - both sides of the street between Liberty Pike and the residential properties (i.e. fronting common open space only).

As the first 3 streets involve residential properties, the Engineering Department identified petition zones for the HOA to obtain property owner signatures for 51% or more of the homeowners to concur with the requests. The Engineering Department clarified that the proposed parking restrictions would remain in effect for guests visiting a resident within the "NO PARKING" zone(s). The results of those petitions are as follow:

- East Benjamin Drive* - 10 of 19 total properties in support (52%)
- Freedom Drive* - 8 of 15 total properties in support (53%)
- Chad Court - 4 of 8 total properties in support (50%)

*NOTE: The petition statements for East Benjamin Drive and Freedom Drive request that the "NO PARKING" restrictions be established for the limited hours of 4:00 PM to 6:00 PM and 10:00 PM to 8:00 AM.

Regarding the hours for parking restrictions, at the neighborhood meeting, Carl explained that the subdivision could identify the desired hours for "NO PARKING". The HOA Board, in working with its residents, formulated the requested times and circulated the petitions with the time restrictions. In an October 25, 2019 meeting with City staff, the HOA Board explained that the reasons for the limited hours of the requested "NO PARKING" restrictions are safety and security, especially during school bus pick-up and drop-off. Both the East Benjamin Drive and Freedom Drive petitions met the requirement of a simple majority (51% or more) of adjacent property owners in agreement with the request. Chad Court did not meet that requirement.

The proposed restrictions on Liberty Hills Drive are only adjacent to HOA owned and maintained property, therefore no petition was required for that request.

Staff has the following concerns with the request for Freedom Drive as presented:

- "Small" majority support for the restrictions,
- Potential concerns for enforcement of "NO PARKING" with split time restrictions, and
- Limited site distance condition(s), on which the safety concerns are based, exist at all times, not just during specific hours.

FINANCIAL IMPACT:

The signage that would be required with the approval of this ordinance can be produced and installed by City staff, so the cost is minimal (i.e less than \$2,500). City crews would install the signs on standard, galvanized steel posts. The HOA may choose to provide and install decorative sign posts and frames at its own cost.

RECOMMENDATION:

Staff makes no formal recommendation at this time and seeks direction from the BOMA.

ORDINANCE NO. 2019-53

AN ORDINANCE TO ESTABLISH NO PARKING RESTRICTIONS ON BOTH SIDES OF FREEDOM DRIVE FROM NORTH ROYAL OAKS BOULEVARD TO EAST BENJAMIN DRIVE

WHEREAS, the Franklin Municipal Code § 15-603 prohibits a person from parking at any place where official signs or pavement markings prohibit parking; and

WHEREAS, the Liberty Hills Homeowners Association desires to improve the safety and security of travel on Freedom Drive; and

WHEREAS, the horizontal and vertical alignments of Freedom Drive generate constraints in the available sight distance; and

WHEREAS, a majority of the property owners on Freedom Drive have petitioned the Liberty Hills Homeowners Association to request the City to establish a “NO PARKING” restrictions on both sides of Freedom Drive, from North Royal Oaks Boulevard to East Benjamin Drive, between the hours of 4:00 PM to 6:00 PM and 10:00 PM to 8:00 AM.

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

SECTION I. “NO PARKING” restrictions, with the effective hours of 4:00 PM to 6:00 PM and 10:00 PM to 8:00 AM, are hereby established on both sides of Freedom Drive from North Royal Oaks Boulevard to East Benjamin Drive.

SECTION II. The Streets Department Director or his designee is hereby authorized to obtain and install all necessary signs and/or pavement markings within these “NO PARKING” restrictions to ensure these regulations are signed appropriately and remain enforceable.

SECTION III. 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, the health, safety and welfare of the citizens of Franklin requiring it.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

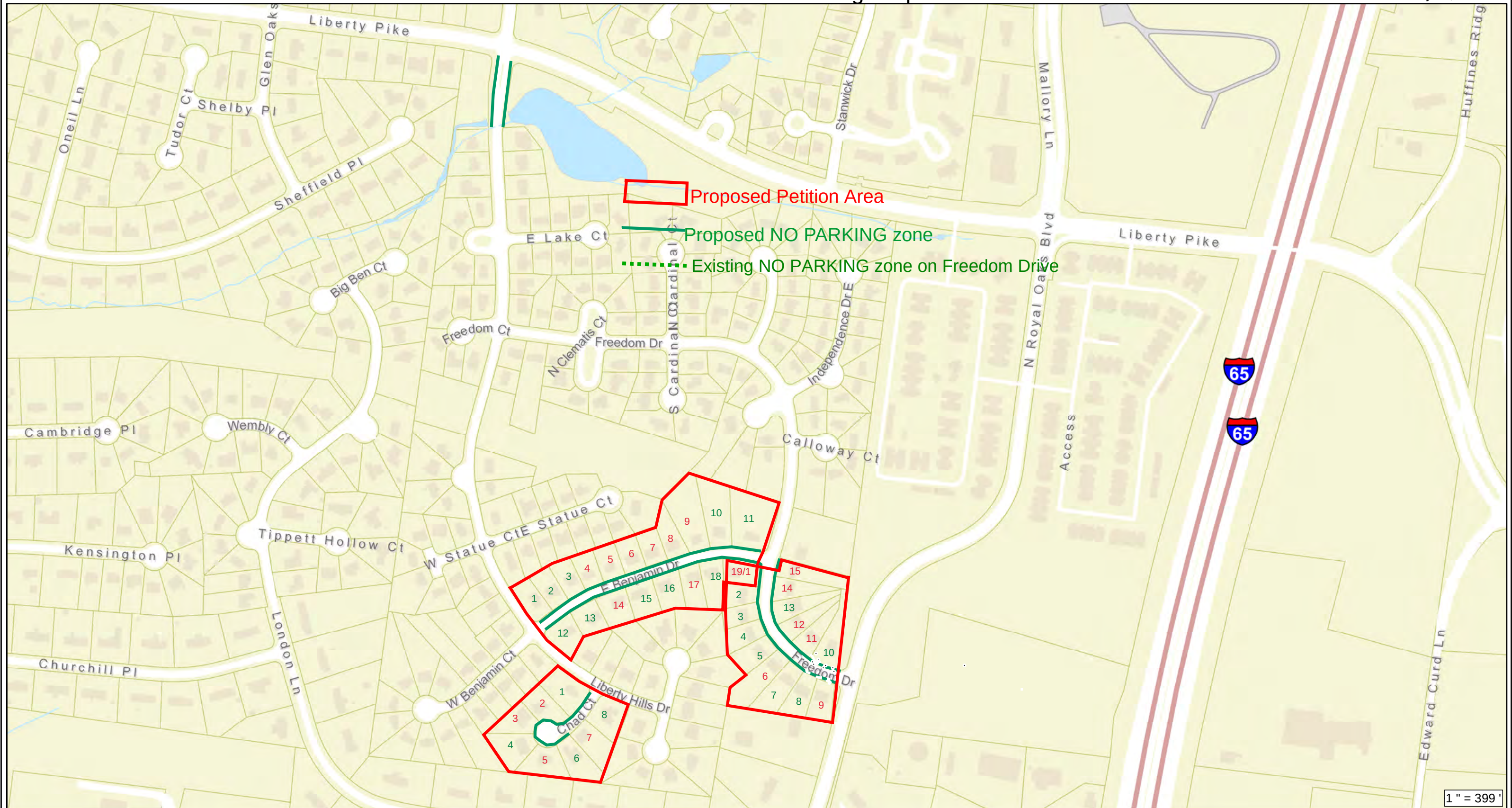
Shauna R. Billingsley, City Attorney

PASSED FIRST READING: _____

PASSED SECOND READING: _____

LIBERTY HILLS No Parking Proposals

July 12, 2019



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File #: 20-0779

DATE: May 21, 2020

TO: Capital Investment Committee

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of **Draft** Ordinance 2019-49, An Ordinance To Establish No Parking Anytime Restrictions On Both Sides Of Liberty Hills Drive From Liberty Pike To 250 Feet South Of Liberty Pike

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2019-49.

BACKGROUND/STAFF COMMENTS:

On June 25, 2019, the Liberty Hills Homeowners Association (HOA) President Tommy Campsey invited Carl Baughman to attend a homeowners meeting to discuss parking issues on certain streets in the subdivision. The outcome of that discussion was a specific request from the HOA for "NO PARKING" restrictions on the following streets:

- East Benjamin Drive - both sides of the street between Liberty Hills Drive and Freedom Drive,
- Freedom Drive - both sides of the street between North Royal Oaks Boulevard and East Benjamin Drive,
- Chad Court - along the right side (as you are entering the cul-de-sac) of the street, and
- Liberty Hills Drive - both sides of the street between Liberty Pike and the residential properties (i.e. fronting common open space only).

As the first 3 streets involve residential properties, the Engineering Department identified petition zones for the HOA to obtain property owner signatures for 51% or more of the homeowners to concur with the requests. The proposed "NO PARKING ANYTIME" restrictions on Liberty Hills Drive are only adjacent to HOA common space property, therefore no petition was required for that request.

FINANCIAL IMPACT:

The signage that would be required with the approval of this ordinance can be produced and installed by City staff, so the cost is minimal (i.e less than \$2,500). City crews would install the signs on standard, galvanized steel posts. The HOA may choose to provide and install decorative sign

posts and frames at its own cost.

RECOMMENDATION:

Staff recommends approval of Ordinance 2019-49.

ORDINANCE NO. 2019-49

**AN ORDINANCE TO ESTABLISH NO PARKING ANYTIME RESTRICTIONS
ON BOTH SIDES OF LIBERTY HILLS DRIVE FROM LIBERTY PIKE TO 250
FEET SOUTH OF LIBERTY PIKE**

WHEREAS, the Franklin Municipal Code § 15-603 prohibits a person from parking at any place where official signs or pavement markings prohibit parking; and

WHEREAS, the Liberty Hills Homeowners Association desires to improve the safety and security of travel on Liberty Hills Drive near the Liberty Pike intersection; and

WHEREAS, the raised median in the northern ninety (90) feet of this section of Liberty Hills Drive generates a need to keep the eighteen (18) feet wide northbound and southbound lanes open for travel; and

WHEREAS, the property frontage along both sides of Liberty Hills Drive from Liberty Pike to approximately two hundred fifty (250) feet south is owned and maintained by the Liberty Hills Homeowners Association; and

WHEREAS, the request for “NO PARKING ANYTIME” restrictions on Liberty Hill Drive, as described above, is sufficiently represented by the Liberty Hill Homeowners Association as the only property owner.

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

SECTION I. “NO PARKING ANYTIME” restrictions are hereby established on both sides of Liberty Hills Drive from Liberty Pike to two hundred fifty (250) feet south of Liberty Pike.

SECTION II. The Streets Department Director or his designee is hereby authorized to obtain and install all necessary signs and/or pavement markings within these “NO PARKING ANYTIME” restrictions to ensure these regulations are signed appropriately and remain enforceable.

SECTION III. 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, the health, safety and welfare of the citizens of Franklin requiring it.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

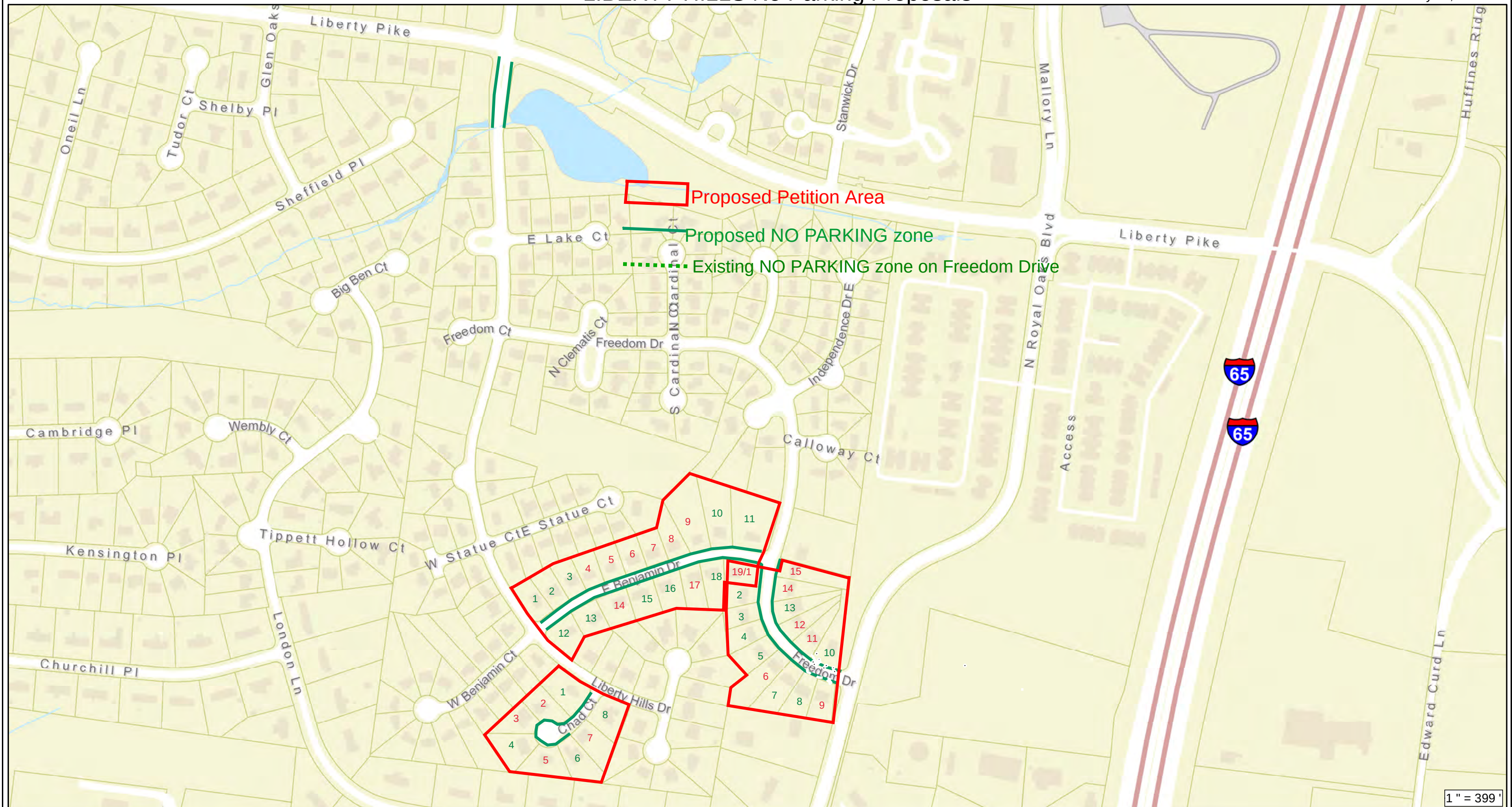
Shauna R. Billingsley, City Attorney

PASSED FIRST READING: _____

PASSED SECOND READING: _____

LIBERTY HILLS No Parking Proposals

July 12, 2019



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File #: 20-0781

DATE: May 21, 2020

TO: Capital Investment Committee

FROM: Paul Holzen, Director of Engineering

SUBJECT:

Discussion Concerning the Cool Springs East / Jordan Branch Restoration Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Cool Springs East / Jordan Branch Restoration Project.

BACKGROUND/STAFF COMMENTS:

For many years, the City of Franklin has received complaints from residents about the erosion of Jordan Branch, which flows behind several houses in the Cool Springs East Subdivision. The stream originates near the city limits between Brentwood and Franklin, directly adjacent to the Nashville Golf & Athletic Club. The recent history of this project is as follows:

January 10, 2014 - BOMA approved a PSA to initiate a feasibility study.

December 16, 2014 - Feasibility Study & recommendations completed.

May 26, 2015 - BOMA approved a PSA for the design of the project.

July 25, 2016 - 1st public meeting held with HOA.

Fall 2016 - Property owner questionnaire was sent to residents to obtain feedback on the project.

January 10, 2017 - Additional survey contract was approved by the Board.

March 16, 2017 - 2nd public meeting held with the HOA.

June 2018 - First bid notice issued. No bids received by City staff.

July 2018 - Second bid notice issued. No bids received by City staff.

February 2019 - Third bid notice issued (Tree Removal Only). No bids received by City staff.

May 14, 2019 - Staff met with HOA to discuss bid problems.

July 1, 2019 - The new stormwater budget was approved, and capital funding associated with stormwater projects was moved into the CIP and BOMA's prioritization process.

August 13, 2019 - BOMA's FY2019-2028 CIP and Jordan Branch Stream Bank was not included.

October 17, 2019 - Staff reviewed the HOA's tree removal quote of \$547,875.

As part of the CIP prioritization process, the Board voted on priority capital projects. Staff looked at the weighted and non-weighted rankings for all projects. Jordan Branch (Cool Springs E) Stream Restoration Project was ranked 24 (49 out of 225 points) as part of the weighted ranking and was ranked 29 (4 votes out of 9) for the non-weighted ranking. As a result, this project was not funded for construction and staff has not proceeded with this project.

On April 6, 2020, City of Franklin Staff received a letter from the HOA. In this letter, the HOA has committed \$100,000 to the project and requested the City of Franklin to manage the project. The biggest challenge associated with project has been access. During the Design/ROW phase of the project, no property owners were willing to allow access to accommodate the project. This is the main reason that staff has been unsuccessful at obtaining bids. Assuming the BOMA wants to proceed with the project, below is the staff recommendation:

1. The HOA should be 100% responsible for all cost associated with the tree removal and obtaining the necessary temporary construction easements to facility the project.
2. The City of Franklin would be 100% responsible for the grading and stabilization of the channel.

FINANCIAL IMPACT:

Below is the estimated project cost:

Tree Removal	\$400,000
Grading/Stabilization	\$900,000
Total Estimated Project Cost	\$1,300,000

Assuming the Board is interested in proceeding with the project, staff would need to evaluate the availability of funding with the City Administration and the Finance Department.

RECOMMENDATION:

Staff seeks direction from the Board of Mayor and Aldermen.

COOL SPRINGS EAST

Brian Dixon, President
Cool Springs East Board of Directors
557 Bakers Bridge Ave
Franklin, TN 37067
board@coolspringseast.org

The City of Franklin
109 3rd Avenue South
Franklin, TN 37064

April 6, 2020

Re: Jordan Branch Commitment

To Whom It May Concern:

The Cool Springs East Board of Directors is committed to seeing this project through to completion. We have approved up to \$100,000 for this project. While we do not currently have these funds available in cash, we are reviewing options to fund this commitment. We are also open to any suggestions by the city with regards to funding this project, whether it be a one-time payment or annual payments.

We have received the one bid from Hutchison Tree Service, which was previously forwarded to Jeff Willoughby. We are still waiting for a second bid from Kevin Meekins. He promised to have the bid to us this week. We reached out to Community Tree, but are waiting to schedule a visit at a later date. We will forward additional bids as they are received.

While the board is willing to assist with the project, we are not experts in this field and would defer to the city regarding project management. If we need to find a third-party project manager, please let us know.

We look forward to moving this project forward as quickly as possible.

Sincerely,



Brian Dixon, President
Cool Springs East Board of Directors

Hutchison Tree Service
13825 Old Hickory Blvd.
Antioch, TN 37013
615-941-1176

Estimate

Date	Estimate #
3/6/2020	1045

Name / Address
Cool Springs East HOA

Project

Description	Qty	Cost	Total
Cutting and removal of all trees along drainage ditch, approximately 1200' long. All trees within 5' of ditch bank to be cleared. No stump grinding or removal. This is preliminary pricing. Access points would need to be ironed out for a hard number. This price includes the removal of all related debris from property.	1	191,500.00	191,500.00
		Total	\$191,500.00

Customer Signature _____



Natchez Landscape Services

Estimate

ADDRESS

Cool Springs East

ESTIMATE # 1047

DATE 04/23/2020

DESCRIPTION

AMOUNT

Pre-Construction:

- Install per SWPP plan that the city of Franklin is to provide
- Build a temporary gravel road down to the creek bed which will be utilized for equipment access
- City of Franklin to provide a surveyor that will stake the area that is to be included in this scope. A high visibility fence will be installed along the project boundary line by the city of Franklin
- A third party will provide a report which will be done before the project starts to assess each of the owner's current property condition that is adjacent to the project. That report will be submitted to the HOA board before work begins. A post work report will be performed in the same manner and will be submitted to the HOA board at the conclusion of the project.
- All bonds and insurance the customer requires will be provided before the project starts.

Construction:

- Cut down, chip, and remove all trees greater than 2" caliper along Jordan Branch between Cliffe Run Drive and Nashville Golf and Athletic club- see attached map provided by the city.
- This will include tree removal and disposal only.
- Trees to be cut as close to ground as possible. No stump grinding included.
- The plan is to do the majority of work within the creek bed which means need of accessing through the homeowner's property will be kept to a minimum and done if only absolutely necessary.
- Trees will be cut down and lowered into the creek bed, chipped and hauled away. Will use gravel from creek bed and wood chips as a base for the access road in the creek bed for the equipment. Majority of the wood chips will be hauled away leaving only a small amount of the wood chips used for the base of the access road through the creek bed.
- Total disturbed area approximately 1.65 acres.
- The Jordan Branch drainage area to be cleared from all obstructions daily as to prevent backup in the event of a large rainfall.
- A skid steer with grapple will be used to carry material to the chipper.

DESCRIPTION	AMOUNT
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- Work will be performed from 7:30-5:00 daily except on Sunday's, holidays or excessive rainy days until the project is complete
- This proposal is done with the understanding that all property will be accessible at the time the work is to be done if necessary. It is the HOA's responsibility to ensure that all the effected properties will be accessible as needed. The plan is to keep this to a minimum if possible.
- There are no anticipated road blockages during the project.
- Trucks and wood chippers will be stored off site daily. A skid steer will be left on site in an inconspicuous area until the project is complete.
- Projected project time is 4 months depending on weather and access.

Post Construction:

- The temporary gravel road down to the creek bed will be put back as it was before the project started.
- HOA and the City of Franklin to inspect job when finished to determine if any additional amount of wood chips left are to be removed in order for them to complete the next phase of the project.
- Lawn damages and any fence repair to adjacent residential properties is possible and repair is NOT included in quote.
- A third party will provide a report which will be done at the conclusion of the project to assess each of the owner's current property condition that is adjacent to the project. That report will be submitted to the HOA board for review.

440,450.00

Management Fee/Overhead

40,000.00

Payment Terms:	TOTAL	\$480,450.00
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Will submit montly billing for the amount of work that has been completed.

Pay periods and invoice deadlines to be determined before the project begins.

Accepted By

Accepted Date



Estimate #7835
Date: 04/03/2020

www.CommunityTreePreservation.com

4074 Laverne Couchville Pike
Antioch, TN 37013
615-832-2410

admin@communitytreepreservation.com



Billing Address

Brian Dixon
557 Bakers Bride Ave
Franklin, TN 37067
Phone: 615-424-7466
briandixon@me.com

Jobsite Location

557 Bakers Bride Ave
Franklin, TN 37067

ITEM DESCRIPTION

Our Proposed Tree Removal Process:

This is a large project that could require up to 6-months (~ 180 days) to complete fully. Our best-case timeline would be 4- months, and our worst-case timeline would be the full 6-months. We have abandoned the idea of needing access through homeowner's yards, and instead feel confident that we can remain in the creek during the majority of the project (using it will be our "haul road" if you will).

Instead, we have concluded that we will still fell the trees (or climb and strategically lower them) into the creek. However, the chipper will now remain down in the creek (buffering some of the noise) where all trees/shrubs/debris will be chipped into large piles within the creek. From there, these piles will be scraped up and ferried out via a skidsteer (most likely two skidsteers) to large (30-cubic yard) roll-off dump boxes that can remain at the end of the creek (at 146 Cliffe Run, where we initially met). This will keep us down in creek rather than in homeowner's yards and we will need just one access point (road) into and out of the creek (which we will build with delivered gravel). Three of us have now walked this creek multiple times and feel confident our equipment (skidsteers and chippers) can successfully drive the entire length of the creek (with the understanding that the last lot [by the golf course] will be off limits for chipping into the creek due to the sensitivity and different watershed classification).

By chipping into the creek and ferrying out the large chip piles, we feel this will be the least invasive method to get all the cut wood debris out efficiently. While we can certainly get out the majority of the woodchips, this method would leave behind a small portion of chips at each pile, and some loose chips are likely to fall from the bucket during delivery to the roll-off dump boxes. That said, we would certainly be mindful of (and within) the 15% threshold of chips that could remain in the creek post job completion as proposed by the stormwater engineer.

This is a challenging bid. We certainly understand why it has been so and want to be extra careful in placing this bid—so thank you for the time allotted. We are providing an estimate of \$398,080, and a best-and worst-case timeline of 4- to 6-months, respectively. As you know, it could be possible that what we have planned on paper may not work out as perfectly in the field, though we see no reason why it should not after careful consideration. That said, the estimated dollar figure indicated below should be planned for budgeting purposes. We would also like to further discuss the potential for payments to be made along the way as we progress through the work.

****Continued on page 2****

Client Notes

*Please Note: Pricing below includes:

- The careful cutting down of approximately 591 trees plus all of the underbrush associated with the trees along both sides of the creek. We will start the tree removal process as the tree marked with a white tag and continue all the way to the bend in the creek that terminates at the golf course. This will include the removal of all trees and underbrush > 2" diameter at ground level. All stumps will be as low to the ground as low as possible (i.e., left less than 12" tall to be dug out by excavators).
- The chipping of all cut wood debris into large piles (in the creek) and delivery of all chip piles out to large, 30-cubic yard roll-off dump boxes parked at the street.
- Delivery of chip-filled roll-off dump boxes to a predetermined wood disposal lot (all delivery and dump fees will be paid for by Community Tree Preservation).
- Expert cleanup of each work area. On top of the creek banks all cut wood debris (along both sides) will be cleared to ground level (except leaves). Any wood debris will be chipped into the creek and each chip pile will be delivered out to the roll-off dump boxes. The roadways surrounding each dump box will be blown off at the end of each day's work.

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Total Bid: (\$398,080*)

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(615-832-2410)

* This document is a transcription. While it is believed to be current and accurate, it is not warranted to be so.

* Estimates are good for 30 days. However, stated prices may increase due to additional services requested, unforeseen hazards, obstacles encountered, newly built structures, or other delays beyond CTP's control.

* The actual time it takes to complete the job will vary; however, the estimated price stands whether the job is finished under or over the estimated timeframe.

* Our opinion is in no way a substitute for a consulting arborist who carries liability insurance to determine actual tree risk. We look for telltale signs of risk from loosening bark, stress fractures along the trunk, decay, and a history of the tree.

* Emergency fees – An emergency fee may be added to any job that requires completion of the work contained within the approved estimate to be completed within 72 hours.

* Stump grinding – Service for stump grinding is scheduled separately from other services and may not be completed the same day. Wood chips made from grinding stay 100% on the property. We rake and fill back in the hole that was made, but large stumps will leave a mounding pile.

* Yard and turf damage – repairs to yard and turf are not included in this bid. While we are a low-impact tree service, CTP will not be responsible for damage to any underground installations such as pipes, cables, wires, irrigation systems and/or septic systems that TN One Call (811) cannot locate.

* Payment – Payment is due upon completion of work. A \$25 late fee will be applied per month after 30 days. Return check fee is \$30.00. A 3% surcharge will be added to payments made with credit cards.

* Customer represents and warrants that all trees, plant materials, and property upon which work is to be performed are either owned by the customer, or if not owned by customer, that the owner of such trees, plant materials, and property authorizes CTP to have the work performed. Customer hereby grants Community Tree Preservation, Inc. a license to access and use such trees, plant materials, and property in order to perform the work. Customer shall be responsible for securing any permits or authorization required to perform the work, and shall provide copies of this to Community Tree Preservation, Inc. The customer agrees that the final decision for tree services is at the sole discretion of the owner.

* This agreement shall be constructed and enforced in accordance with Tennessee law. Any action arising from this agreement may be maintained in a court of competent jurisdiction in Nashville, TN, or (at CTP's option) where any breach occurs. CTP shall be entitled to recover its expenses (including attorney fees) incurred because of any violation of this agreement by the customer.