



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, September 26, 2019

4:00 PM

Board Room

Call To Order

1. [19-0980](#) Consideration of Minutes from August 22, 2019.
2. [19-0969](#) Consideration to Deny Water and Sewer Availability For 2352 Henpeck Lane (Map 105, Parcel 02600). (9/26/19 CIC 4-0)

Sponsors: Michelle Hatcher
Attachments: [2352 Henpeck Lane - Sewer Availability - Form.pdf](#)
[map.pdf](#)
3. [19-0970](#) Consideration To Deny A Request For Water And Sewer Availability For 120 Gilbert Drive (Map 106I, Parcel 10500) (CIC 09/26/19 4-0 to defer to 10/24/19; 10/24/19, 4-0; 11/21/19, 3-0).

Sponsors: Michelle Hatcher
Attachments: [map_with_sewer.pdf](#)
[120 Gilbert Drive - Sewer Availability - Form.pdf](#)
4. [19-0971](#) Consideration for Approval of Water and Sewer Availability for 112 Lee Circle (Map 106, Parcel 15500) (9/26/19 CIC 4-0).

Sponsors: Michelle Hatcher
Attachments: [map.pdf](#)
[112 Lee Circle - Sewer Availability - Form.pdf](#)
[easement_agreement.pdf](#)
5. [19-0973](#) *Consideration of a Resolution 2019-106, A Resolution Authorizing the City of Franklin to Provide Sanitary Sewer Services to 2369 Henpeck Lane (Map 105, Parcel 03100), Contingent Upon All Conditions Presented Herein. (9/26/19 CIC 4-0; 10/8/19 WS; 10/8/19 BOMA 8-0)

Sponsors: Michelle Hatcher
Attachments: [Resolution 2019-106 2369 Henpeck Lane.Law Approved.pdf](#)
[Map.pdf](#)
[2369 Henpeck - Sewer Availability - Form.pdf](#)
[2369 Henpeck - Sewer Availability - Email.pdf](#)

6. [19-0931](#) Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2014-0044) with Hazen and Sawyer for the Final Design of Spencer Creek at Franklin Road Sanitary Sewer Improvements Project for an Increased Cost of \$37,590.00 (9/26/19 CIC 4-0).
- Sponsors:** Michelle Hatcher
- Attachments:** [2014-0044 Amendment No 1 PSA_Hazen and Sawyer_with Exhibit.Law Approv](#)
7. [19-0930](#) Consideration of Addendum No. 1 to the Professional Services Agreement (COF Contract No. 2019-0139) for an Inclusive Playground and Domestic Water System at Southeast Municipal Complex with Barge Design Solutions, Inc. for an Amount Not to Exceed \$209,500.00. (9/26/19 CIC 4-0)
- Sponsors:** Lisa Clayton and Paul Holzen
- Attachments:** [2019-0139 Addendum 1 PSA_Barge Design Solutions_with Exhibit.Law Appro](#)
8. [19-0901](#) Consideration of a DRAFT Utility Relocation Agreement (COF Contract No. 2019-0272) with Middle Tennessee Electric Membership Corporation for the Franklin Road Corridor Improvements (Streetscape) Project, Harpeth River Bridge to Harpeth Industrial Court/Hooper Lane.
- Attachments:** [Draft 2 COF 2019-0272 Franklin Rd UTILITY RELOCATION AGREEMENT_MT](#)
[Draft COF 2019-0272 Franklin Rd UTILITY RELOCATION AGREEMENT_MTEI](#)
9. [19-0924](#) Consideration of a DRAFT Professional Services Agreement (COF Contract No. 2019-0280) with CT Consultants, Inc. for the Preparation of Preliminary Plans and Concept Renderings for the Church Street Improvements Project, from Columbia Avenue to 1st Avenue South/Harpeth River, in an Amount Not-to-Exceed \$42,500.00.
- Sponsors:** Engineering
- Attachments:** [COF 2019-0280 Church St Improvements DRAFT PSA.docx](#)
[COF 2019-0280 Church St Improvements PSA Attachment A](#)
10. [19-0929](#) Consideration of a DRAFT Professional Services Agreement (COF Contract No. 2019-0286) with Civil Infrastructure Associates, LLC for Surveying Services for the Church Street Improvements Project, in the amount of \$85,760, from Columbia Avenue to 1st Avenue South/Harpeth River.
- Sponsors:** Engineering
- Attachments:** [COF 2019-0286 Church St Survey DRAFT PSA.docx](#)
[COF 2019-0286 Church St Survey DRAFT PSA - ATTACHMENT_A.pdf](#)

11. [19-0939](#) Consideration of Amendment No. 5 to the Professional Services Agreement (COF Contract No. 2014-0209) with CT Consultants, Inc. for the Preparation of Final Plans and Specifications for the Franklin Road Corridor (Streetscape) Improvements Project, from the Harpeth River Bridge to Harpeth Industrial Court, at a Cost INCREASE Not-to-Exceed \$52,000.00.
- Sponsors:** Engineering
- Attachments:** [2014-0209 Amendment 5 Franklin Road StScape CTC PSA with Exhibit La](#)
12. [19-0940](#) Consideration of a DRAFT Utility Relocation Agreement (COF Contract No. 2019-0229) with Atmos Energy Corporation for the Franklin Road Corridor Improvements (Streetscape) Project, Harpeth River Bridge to Harpeth Industrial Court/Hooper Lane.
- Sponsors:** Engineering
- Attachments:** [DRAFT COF 2019-0229 Franklin Rd Streetscape-ATMOS Utility Relocation A](#)
13. [19-0977](#) Consideration of a DRAFT Resolution 2019-104, A Resolution Authorizing the City Administrator and City Attorney to Finalize Right-of-Way and Easement Acquisition for Tracts 13, 25, 28 and 29, for the Franklin Road Improvements Project, in the total amount of \$285,302.
- Sponsors:** Engineering
- Attachments:** [Res 2019-104 - Exhibit A.pdf](#)
[Res 2019-104 Franklin Road ROW Aquisition.doc](#)
14. [19-0978](#) Consideration of DRAFT Resolution 2019-103 to Award the Construction Contract (COF Contract No. 2019-0262) for the Westhaven Boulevard Traffic Signal Project (COF Project No. 2019-003) to Sessions Paving Company in the Amount of \$591,322.75.
- Sponsors:** Paul Holzen
- Attachments:** [Resolution 2019-27 WesthavenSignal Construction ContractAward.doc](#)
[WesthavenSignal Construction BidTabulation.pdf](#)
15. [19-0850](#) Capital Projects Status Report for September 2019
- Sponsors:** Engineering
- Attachments:** [Capital Projects Status Report.pdf](#)
16. [19-0966](#) Water and Sanitary Sewer Project Status
- Sponsors:** Michelle Hatcher
- Attachments:** [cic september project update.docx](#)

Other Business

Adjournment

ANYONE REQUESTING ACCOMMODATIONS DUE TO DISABILITIES SHOULD CONTACT A.D.A. COORDINATOR, AT 791-3277 AT LEAST 10 DAYS PRIOR TO THE MEETING, IF POSSIBLE.



Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

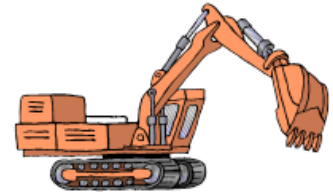
Email Application to: availability@franklinton.gov

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

Date Submitted: 8/25/2019

MEMO

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



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

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

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

Email Application to: availability@franklinton.gov

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

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

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

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

OTHER RELATED INFORMATION:

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

PROPERTIES OUTSIDE OF CITY LIMITS:

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

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

SINGLE FAMILY APPLICANTS:

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

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

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

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

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

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

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

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

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

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

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

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

3- City Installs Tap & Meter

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

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

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

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

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

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

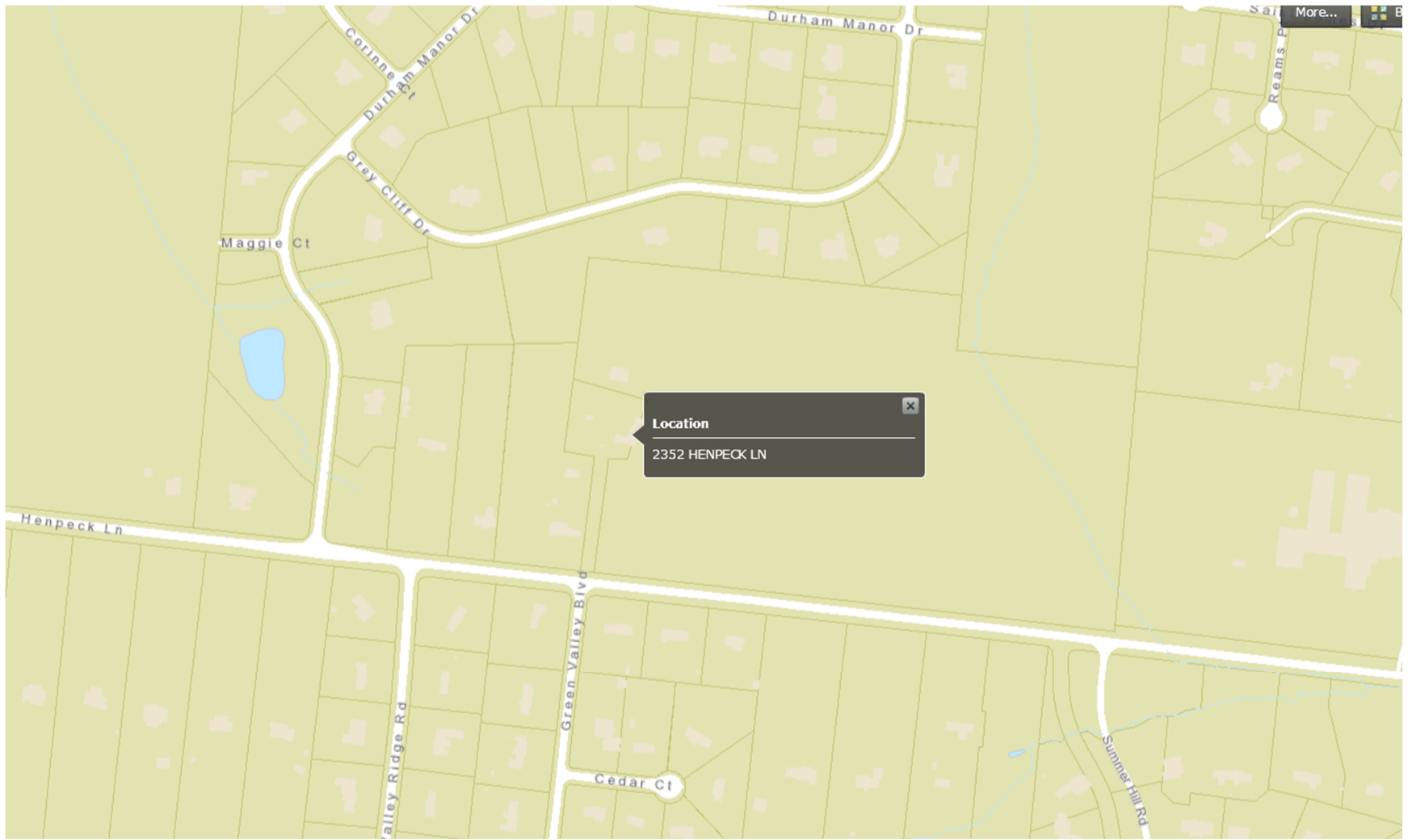
Fee Description	Applicable Utility	Fee Amount
Plan Review Fee	Water, Sewer & Reclaim Water	\$300 Water; \$300 Sewer & \$300 reclaim Water
Inspection fees:	Fee Rate	
Water Main Line	\$1.25/LF Water (minimum \$ 1,000)	
Sewer Gravity Main Line	\$2.00/LF (minimum \$1,000)	
Sewer Force Main Line	\$1.50/LF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

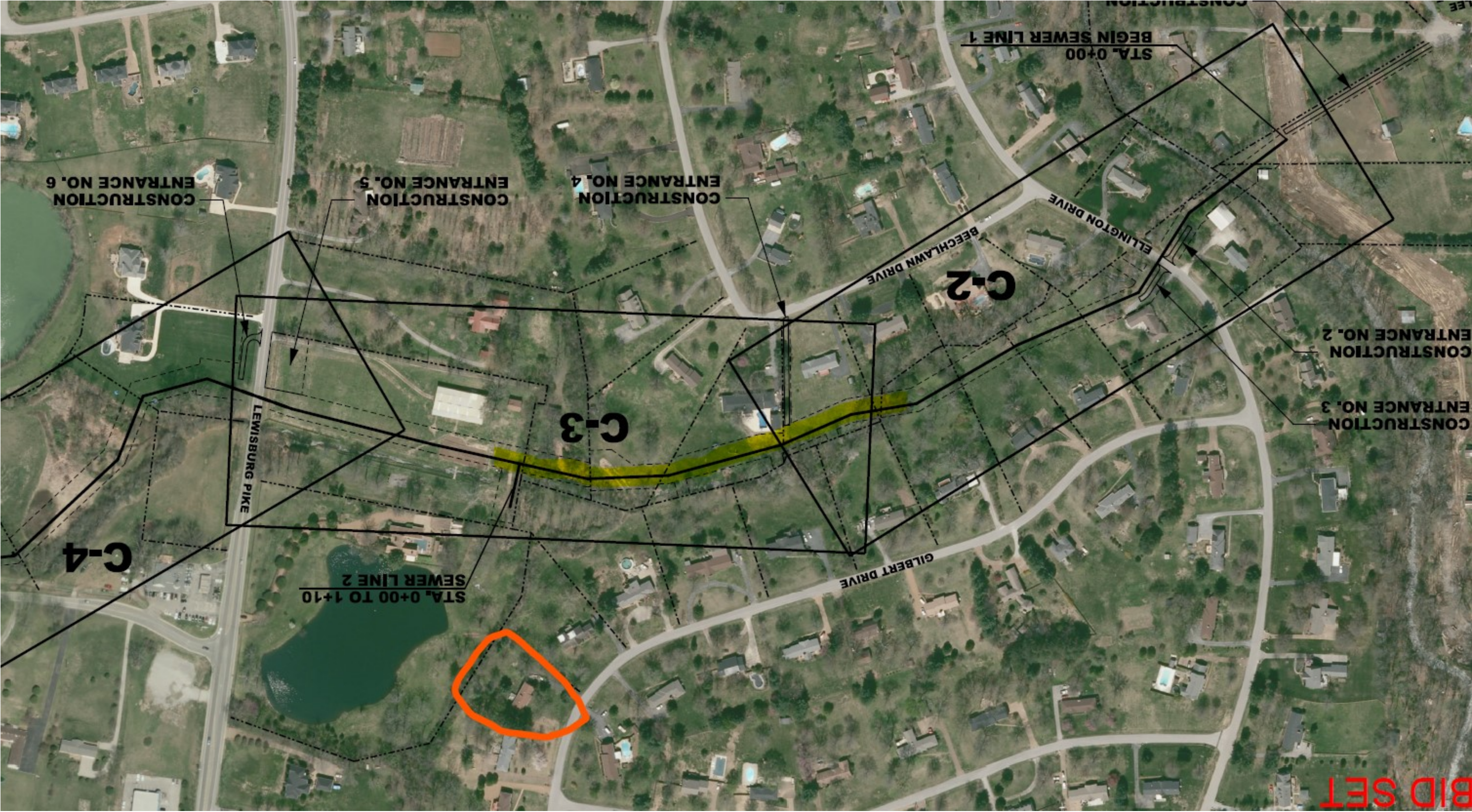
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3

Projected Flow Examples

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







Type of Availability Requested:

**Project Name &
Subdivision, Section, Lot #**

105 --- 02600

2352 Henpeck Lane

1

Amanda Marino

2352 Henpeck Lane

info@mandybrooks.com 707-292-9817

3/4" meter

HB&TS

350 GPD

Anticipated sewage flows: Information Required for Sewer Service

350 GPD.

☐ DENY my Request☐ APPROVE my request

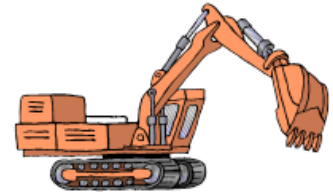
approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial

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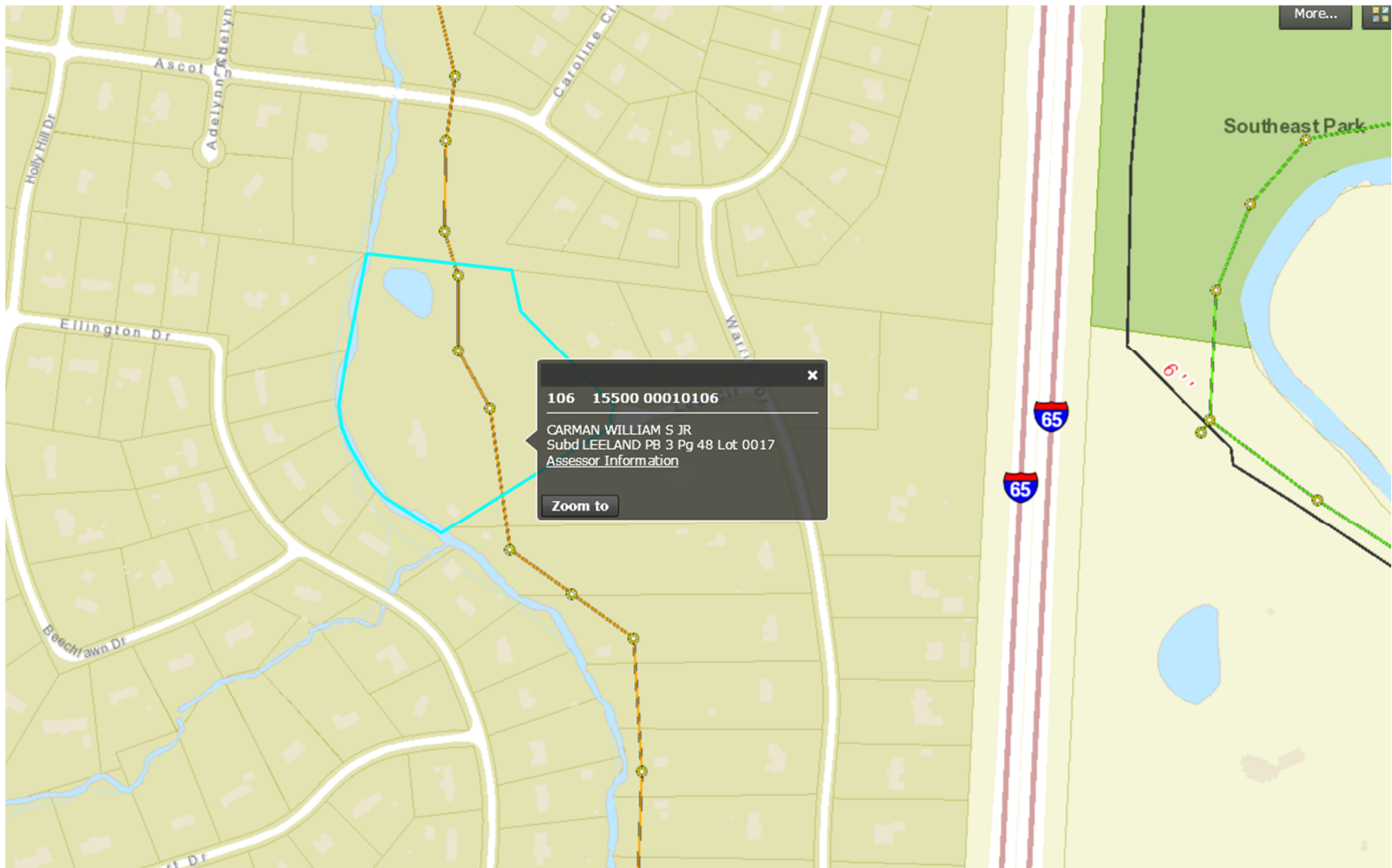
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Youth and Recreation Camps (w/food service)	50	per person





Request for Water and/or Sewer Availability & Associated Costs

Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:		CHECK ALL THAT APPLY: ☐ Water ☒ Sewer	
Project Name & Subdivision, Section, Lot #			
Map & Parcel(s) #		106 --- 15500	
Property Address:		112 Lee circle	
City Project # (If Applicable)		N/A	
# of Dwelling Units (If Residential)		1 dwelling + 1 accessory structure	
Applicant's Name & Company		William S. Carman Jr	
Applicant's Address		112 Lee circle Franklin TN 37064	
Applicant's Email & Phone #		615- 879- 4830	
Anticipated Water Meter Size(s) (see chart on pg. 3).		3/4"	
Water District:			
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet -pg.4 350 GPD			
<i>use additional sheets as necessary</i>			
Anticipated sewage flows: Information Required for Sewer Service			
If County is requiring this request please indicate if you are requesting an approval or denial:		☐ DENY my Request ☒ APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>	

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: availability@franklintn.gov

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

Date Submitted: _____

City of
Franklin

AGREEMENT FOR DEDICATION OF EASEMENT
FOR
UTILITY CONSTRUCTION
Easement #14
Prepared By: SSR, Inc.
2995 Sidco Drive
Nashville, TN 37204

BK/PG: 4405/89-96
07048350

EASEMENT	10/18/2007	03:18 PM
BATCH	110520	
REG TAX	0.00	
TRN TAX	0.00	
REC FEE	40.00	
DP FEE	2.00	
REG FEE	0.00	
TOTAL	42.00	

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

Mailing Address:
William S. Carman Jr.
112 Lee Circle
Franklin, TN 37064

Property Address:
112 Lee Circle
Franklin, TN 37064

Map No. 106 Parcel 155.00
Deed Book 1591 Page 715

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), cash in hand paid,
and other good and valuable considerations, the receipt of which are all hereby acknowledged,
the undersigned do hereby grant, bargain, sell transfer and convey unto the City of Franklin,
Tennessee, its successors and assigns forever, an easement described as follows:

Permanent Easement

A 30-foot permanent utility easement, the centerline of which is more particularly described as follows: Beginning at a point on the northern property boundary, said point lying approximately 261 feet east of the northwest property corner; thence in a southeasterly direction approximately 50 feet to a point; thence in a southerly direction approximately 230 feet to a point; thence in a southeasterly direction approximately 200 feet to a point; thence in a southerly direction approximately 229 feet to the end point on the southern property boundary, said point lying approximately 259 feet northeast of the southwest property corner. The total area encompassed by the easement is approximately 19,628 square feet (0.45 acre).

Temporary Easement #1

A 20-foot wide temporary construction easement, lying parallel and adjacent to the western boundary of the aforescribed permanent utility easement is

included and shall remain in effect until the completion of construction. The total area encompassed by the easement is approximately 14,527 square feet (0.33 acre).

Temporary Easement #2

A 50-foot wide temporary construction easement, lying parallel and adjacent to the eastern boundary of the aforescribed permanent utility easement is included and shall remain in effect until the completion of construction. The total area encompassed by the easement is approximately 34,071 square feet (0.78 acre).

All of which is more particularly shown by words, figures, signs and symbols on the attached map, which is made a part hereof.

This conveyance includes the right of the City of Franklin, Tennessee, its servants and agents to construct, operate, maintain, repair, replace, and inspect sewer and water facilities and communication lines within the limits of the aforescribed easement or right-of-way.

To have and to hold said easement or right-of-way to the City of Franklin, Tennessee, its successors and assigns forever. I/we do hereby covenant with said City of Franklin, Tennessee, that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/We do further covenant with said City of Franklin, Tennessee, that said portion or parcel of land as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all of the aforesaid improvements, provided, in the opinion of the Water and Sewer Department, said use or uses do not destroy, weaken or damage the abovementioned improvements or interfere with the operation or maintenance thereof. The City of Franklin hereby covenants that upon completion of construction it will restore the hereinabove described property to its original condition, or as near thereto as is reasonably possible. I/We do not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for the City of Franklin, Tennessee, during the construction of any of the aforesaid improvements.

I/We do further covenant and bind myself/ourselves, my/our heirs, and representatives to warrant and forever defend the right of the Grantee to the foregoing easement or right-of-way against the claim of all persons whomsoever.

WITNESS my/our hands this, the 4th day of September, 2008.

William S. Carman Jr.
(SIGNATURE)

William S. Carman, Jr.
(PRINTED NAME)

STATE OF: TENNESSEE

COUNTY OF: WILLIAMSON

Personally appeared before me, William S. Carman,
a Notary Public in and for said State and County, the within named
William S. Carman Jr. the bargainer(s), with whom I am personally acquainted, and
who acknowledge that he executed the within instrument for
the purposes therein contained.

Witness my hand and seal at Franklin,
TN, this 4th day of September, 2008.

William S. Carman
Notary Public

My commission expires: 11-21-2009



MY COMMISSION EXPIRES ON
NOVEMBER 21, 2009

ATTEST:

James R. Johnson
JAMES R. JOHNSON,
CITY ADMINISTRATOR

CITY OF FRANKLIN, TENNESSEE

Thomas R. Miller
TOM MILLER,
MAYOR

STATE OF: TENNESSEE

COUNTY OF: WILLIAMSON

Personally appeared before me, JAMES R. JOHNSON AND TOM MILLER, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, after being first duly sworn, acknowledge themselves to be the City Administrator/Recorder and Mayor of the City of Franklin, Tennessee, respectively, and that as such City Administrator/Recorder and Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained.



Kressy M. McNeely
Notary Public

My commission expires:

4/12/10

SPECIAL EASEMENT CONDITIONS

Williams S. Carman Jr.

- ✓ 1. The City agrees to convey to the Property Owner one (1) Sanitary Sewer Tap Fee (current value – \$4,075.00) to be attached to and used for this property only for future sanitary sewer connection to the City of Franklin's sanitary sewer system. It is understood that the tap fee conveyed in this agreement includes all current and future fees charged by the City for such tap connection to the Franklin sanitary sewer system. The property owner has the option of declining the rights to the Sanitary Sewer Tap and taking the value as a one time cash payment.
2. The City agrees to convey to the Property Owner the sum of \$2,250.00 cash.
3. The City agrees to provide a physical sanitary sewer connection on the Property Owner's property to the proposed pipeline. The connection will be made at the pipe, then a vertical service line will be installed and capped to provide a sewer connection at a depth of approximately 5 feet. The location will be marked and entered into the City of Franklin GIS system for future reference.
4. The City agrees to connect the Property Owner to the sanitary sewer where construction has damaged their existing sewage drip fields to the point of being in-operable. This construction work will be done at the City's expense. It will be the Property Owner's responsibility to provide adequate evidence that his or her drip fields were damaged.
5. If the Property Owner has declined the rights to the Sanitary Sewer Tap and taken the one time cash payment of \$4,075.00 and his or her drip fields are damaged, it is the Property Owner's responsibility to pay all current sanitary sewer tap fees charged by the City for a tap connection.
6. The City agrees to convey to the Property Owner one (1) Reclaimed Water Tap Fee (current value – \$500.00) to be attached to and used for this property only for future connection to the City of Franklin's reclaimed water system. It is understood that the tap fee conveyed in this agreement includes all current and future fees charged by the City for such tap connection to the Franklin reclaimed water system. This condition only waves the tap fee. Additional connection charges will apply if the property owner chooses to connect to the system.





Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

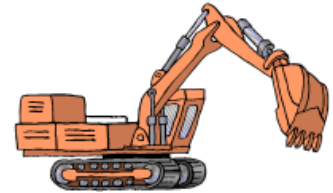
MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: availability@franklintn.gov

For additional information or questions please call: 615-794-4554 **Date Submitted:** _____

MEMO

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



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

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

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

Email Application to: availability@franklinton.gov

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

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

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

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

OTHER RELATED INFORMATION:

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

PROPERTIES OUTSIDE OF CITY LIMITS:

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

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

SINGLE FAMILY APPLICANTS:

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

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

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

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

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

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

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

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

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

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

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

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

3- City Installs Tap & Meter

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

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

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

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

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

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

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

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

3

Projected Flow Examples

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

Scott Andrews

From: jsouder@villagetn.com
Sent: Friday, September 13, 2019 9:10 AM
To: Water/Sewer availability
Subject: Sewer Request
Attachments: WaterSewerAvailabilityRequ.pdf.pdf

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hello Wonderful Sewer Department,

Attached is our application for sewer access to the new Henpeck main sewer line and here is a little bit about our situation -

We recently purchased 2369 Henpeck lane with the intention of remodeling it and it being our forever family home. It's a wonderful property, with amazing potential, but definitely needs a lot of love. We are more than willing to take on this fixer upper challenge because having this house means that our kids can stay at Oak View Elementary (which we were just zoned out of) and it means that we will have room for my wife's handicapped sister and her caretaker who will eventually be living with our family.

Unfortunately, quickly after closing, when applying for a permit to renovate we learned that the realtor that listed and sold this property mislead first marketing it as a 4 bedroom/3bath even going as far as having us sign a septic disclosure form stating the house was on a 4 bedroom system system- come to find out, the existing septic tank is actually limited to a 3bedroom/2 bath (and is also a 45 years old system on its last legs). So, as of now, our renovation plans were denied by septic.

So, here we are, in a very hard position because we cannot move in to this property as is (due to its current condition and mold) and we are not in a financial position to be able to float \$30K on this mortgage while we wait 10+months to be approved (or maybe even not approved if our soil turns out not to be adequate) for a new septic system big enough for our family.

At this point, our only last hope is to be able to connect to the sewer that is being installed on Henpeck (it is literally at the end of our driveway, we are the closest house to the new middle school being built). We understand that many neighboring households have inquired about connecting, but we are begging. If we aren't able to connect to the sewer, not only will we not be able to build our family home - we will inevitably have to put the house back on the market at a loss, lose the money that we have saved for this project and our daughter will have to switch schools.

We understand that there is a lot of hard work, energy and planning that goes in to the sewer. We really appreciate your time and consideration. If there's any more information you need from us or if we could come in sometime soon to the office to further plead our case, please let us know - we would love to buy everyone lunch!

Thank you,
Josh and Meg Souder, The Souder Family
615-426-0089

**UTILITY RELOCATION AGREEMENT WITH MIDDLE TENNESSEE ELECTRIC
MEMBERSHIP CORPORATION FOR THE FRANKLIN ROAD CORRIDOR IMPROVEMENTS
(STREETSCAPE) PROJECT, HARPETH RIVER BRIDGE TO HARPETH INDUSTRIAL
COURT/HOOPER LANE
COF Contract No. 2019-0272**

THIS AGREEMENT is by and between the **City of Franklin, Tennessee** ("City") and **Middle Tennessee Electric Membership Corporation** ("MTEMC").

WITNESSETH:

WHEREAS, the City intends to construct the Franklin Road Corridor Improvements (Streetscape) Project, Harpeth River Bridge to Harpeth Industrial Court/Hooper Lane, in Franklin, Tennessee (the "Project"), as shown on construction plans and specifications as part of COF Contract No. 2019-0230, prepared by the City, with help from MTEMC; and

WHEREAS, MTEMC owns and maintains overhead utility lines and related facilities (the "Electric Facilities") on and under private and public utility easements along Franklin Road; and

WHEREAS, the Electric Facilities must be relocated and installed underground per the City's requirements to accommodate the Project; and

WHEREAS, pursuant to the Project, ____% percent of the Electric Facilities are located on public highway right-of-way and ____% percent of the Electrical Facilities are located on private utility right-of-way of MTEMC; and

WHEREAS, relocating the Electrical Facilities underground will incur a greater expense than an overhead relocation; and

WHEREAS, except for as specified herein, the relocation of Electric Facilities will be designed and constructed by MTEMC or MTEMC's contractor; and

WHEREAS, the City will approve final design plans to ensure the Electric Facilities are relocated in a manner which accommodates the Project.

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. The City is responsible for all underground ditch work and installation of conduit pursuant to the specifications as described in the MTEMC Electrical Service Guidelines which may be found at <https://www.mtemc.com/sites/mtemc/files/PDF/Engineering/Electrical%20Service%20Guidelines%20-%20Dec%202018.pdf> and Underground Installation Guide which may be found at <https://www.mtemc.com/sites/mtemc/files/PDF/Engineering/UG.pdf>. The City

acknowledges and agrees that MTEM C will not begin construction until MTEM C approves the ditch work and conduit installation according to its specifications.

3. The City will be solely responsible for acquiring all MTEM C easements pursuant to MTEM C's standards outside of the available public rights-of-way as may be needed for construction of the Electric Facilities (the "Easement Acquisitions"). The City will be responsible for 100% of the costs related to the Easement Acquisitions, including but not limited to condemnation costs.
4. The City will reimburse MTEM C for all other costs related to the relocation of its facilities on private right-of-way, in an amount estimated to be **\$770,733.56** for the total construction costs, including but not limited to labor, materials, engineering, inspection, and betterment, which shall include the betterment cost of an underground installation in lieu of overhead ("Construction Costs"). Costs reimbursed by the City pursuant to this Section 5 shall be actual costs expended by MTEM C, regardless of whether such costs are more or less than the estimated cost as shown in Exhibit A – Estimated Total Construction Costs.
5. The City acknowledges and agrees that no construction will commence until: a.) the City has approved MTEM C's relocation plans, all cost estimates associated therewith, and any related amendments thereto; b.) all Easement Acquisitions have been completed in MTEM C's sole discretion; and c.) MTEM C approves the ditch work and conduit installations performed by the City.
6. MTEM C shall have the responsibility to inspect all items of installation of MTEM C's new facilities to be performed by its Contractor to ensure that the installation of the new Electric Facilities is completed in accordance with this Agreement, the approved plans, MTEM C's technical specifications and all applicable specifications and safety codes.
7. This Agreement is subject to the appropriation and availability of City funds. In the event that the funds are not appropriated or are otherwise unavailable or the City cancels the Project for any reason, the City reserves the right to terminate this Agreement upon written notice to the MTEM C. Said termination shall not be deemed a breach of contract by the City. Upon such termination, the City will reimburse MTEM C for the actual cost(s), incurred through the date of termination, of the Easement Acquisitions and Construction Costs, whether incurred for public or private right-of-way, but only if MTEM C provides reasonable documentation for all such cost(s).
8. This Agreement may be modified by the parties only by a written amendment specifically citing the paragraph within this Agreement to be amended.
9. MTEM C shall comply with all applicable federal, state and local laws and regulations in the performance of its duties under this Agreement.
10. The Estimated Total Construction Costs will be paid to MTEM C by the City prior to commencement of construction. If additional monies are further owed, MTEM C may submit periodic invoices to the City during the course of the relocation. Invoices shall be payable within thirty (30) days after receipt of same by the City. Within one (1) year of completion of the relocation of Electric Facilities, MTEM C and the City shall settle on a final billing. MTEM C will provide reasonable documentation for all such costs.

11. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
12. MTEMC agrees to timely review the plans as provided by the City. MTEMC approvals of such plans will not be unreasonably withheld.
13. 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 Rutherford County, Tennessee.
14. If any terms, covenants, conditions, or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
15. The City and MTEMC agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), or by nationally recognized overnight delivery service (such as FedEx or UPS), addressed to the respective party at the appropriate address as set forth below or to such other party or address as may be hereafter specified by written notice.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____, 2019.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF FRANKLIN, TENNESSEE

**MIDDLE TENNESSEE ELECTRIC
MEMBERSHIP CORPORATION**

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

Page 1 of 1

Project Name: Franklin Rd Streetscape							
DATE:		7/2/2019					
ITEM	UNIT	QUAN	MAT'L EACH	LABOR EACH	MAT'L TOTAL	LABOR TOTAL	TOTAL COST
Ditch Insp		4,160	0	0.02	0	83	83
Conduit Insp.		4,160	0	0.02	0	83	83
Concrete Insp.							
12-Conduit		605	0	0.13	0	79	79
9-Conduit		2,365	0	0.11	0	260	260
8-Conduit		0	0	0.10	0	0	0
6-Conduit		0	0	0.09	0	0	0
4-Conduit		275	0	0.08	0	22	22
3-Conduit		325	0	0.08	0	26	26
2-Conduit		590	0	0.07	0	41	41
2 source, 2 tap Automatic Transfer Switch		0	75,000	1,836	0	0	0
4 source, 900 Amp		1	28,300	1,836	28,300	1,836	30,136
PME-9, 2 source, 2 tap		3	19,800	1,836	59,400	5,508	64,908
PME-10, 4 source		1	18,700	1,836	18,700	1,836	20,536
PME-11, 3 source, 1 tap		0	19,250	1,836	0	0	0
PME-12, 1 source, 3 tap		0	20,350	1,836	0	0	0
Cable, #1 AWG AL (Dis + 7%)		0	4.00	1.49	0	0	0
Cable, 4/0 AWG AL (Dis + 7%)		0		1.49	0	0	0
Cable, 500 MCM AL (Dis + 7%)		0	6.14	3.58	0	0	0
Cable, 500 MCM CU (Dis + 7%)		7,415	13.14	3.58	97,433	26,546	123,979
Cable, 750 MCM CU (Dis + 7%)		14,124	17.74	3.58	250,560	50,564	301,124
Cable, 1000 MCM CU (Dis + 7%)		0		3.58	0	0	0
Cable, 4/0 Cu - Neutral		0		0.67	0	0	0
Steel Riser Pole	VM2-11S, 55S	0	2224	626	0	0	0
Riser pole Framing	VC7-HD	0	263	290	0	0	0
Riser pole Framing	VC1-3S	0	399	118	0	0	0
Cross Arms	VG5H-10	0	46	158	0	0	0
Riser Terminations 3	VUM2-5	0	332	341	0	0	0
Power Fused Cutouts	VM3-1P	0	318	74	0	0	0
Disconnect Switch	VM3-14	0	149	70	0	0	0
Fault Indicator	MFC1-1	0	111	39	0	0	0
OH Lightning Arrestor	VG5AI	0	41	60	0	0	0
Sector w/heavy duty feed thru's	VUM33 & VUM4-4HD	0	1130	523	0	0	0
Primary Pullbox	UM35P	0	460		0	0	0
MH Prep Large	UM36L	0	800	700	0	0	0
MH Prep Large Octagonal	UM36G	0	1000	875	0	0	0
MH Prep Large Rectangular		10	2000	1,750	20,000	17,500	37,500
MATERIAL AND LABOR SUBTOTALS					474,393	104,384	
MATERIAL AND LABOR COST							\$578,777
Underground Operations and Maintenance at 33.2%							\$191,957
ESTIMATED TOTAL CONSTRUCTION COSTS							\$770,733.56

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2019-0280

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

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

PRELIMINARY DESIGN OF CHURCH STREET IMPROVEMENTS PROJECT,
FROM COLUMBIA AVENUE TO 1st AVENUE SOUTH/HARPETH RIVER

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical 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 Forty-Two Thousand Five Hundred and NO/100 Dollars (\$42,500.00).

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2019.

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: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form;

Shauna R. Billingsley, City Attorney



August 23, 2019

Mr. William Banks
City of Franklin, Tennessee
109 3rd Avenue South
Franklin, TN 37064

Re: Church Street Improvements Project
Franklin, Tennessee
CT Engineering Proposal

Dear William:

CT Consultants (CT) appreciates the opportunity to submit the following proposal for professional engineering services for the Church Street Improvements Project located in Franklin, TN. We understand that the City Board of Mayor and Alderman (BOMA) recently discussed this project at the August 13th BOMA Work session as part of the Presentation of Parkview Drainage Study. Further, this project is included in the City's approved Capital Investment Program. The project will involve the replacement of existing City utilities (i.e. water, sanitary sewer and storm sewer), relocation of overhead utilities, replacement of public utilities (i.e. gas, etc.), reconstruction of the Church Street roadway, curbs and sidewalks and the implementation of streetscape elements (i.e. light poles, decorative sidewalks/crosswalks, amenities, etc.) between Columbia Avenue and 1st Avenue South. In response to your request for proposal, we propose the following scope of services.

Survey

No survey work is anticipated or included in our scope of services. It is our understanding that a partial survey has been prepared by the City's on-call surveyor, Civil Infrastructure Associates (CIA), for Church Street between Columbia Avenue and 3rd Avenue South, which is available in AutoCAD format. We further understand that City will work directly with CIA in order to obtain the full survey needed for this project, which will be provided to CT upon completion.

Preliminary Roadway Layout

CT will prepare a preliminary roadway layout plan for Church Street between Columbia Avenue and 1st Avenue South. The proposed improvements will reflect new curbs and gutters, sidewalks, curb ramps and crosswalks. The intent is to provide an ADA compliant sidewalk with a minimum width of 5 feet, understanding that sections may need to be reduced to 4 feet (with a 200' maximum spacing per PROWAG) due to the narrow right-of-way width along Church Street. CT will utilize the survey referenced above as the base map for our drawings. It is our understanding that the City recently paved and re-stripped Church Street to allow for parking on one side of the street. It is the intent to maintain this parking configuration to allow for 11-foot or 12-foot travel lanes if possible. Alternative construction methods can be discussed to allow for all of this work to happen within the limited right-of-way. CT will attend two (2) meetings to review the roadway layout and to discuss the proposed streetscape enhancements. Any additional



August 23, 2019
Mr. William Banks
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meetings above this amount will be considered as additional work and will be billed on a time and expense basis.

Concept Renderings

It is our understanding that it is the City's desire to incorporate streetscape elements (i.e. decorative street lights, decorative sidewalks, site amenities, etc.) into the design in a similar manner to what has previously been constructed on the other streets in the downtown area. As such, CT will review the Concept Development Plans previously prepared (by our office, formerly EG&G, Inc.) for the Gateway Corridors and Downtown Connector Streets Project and prepare 3-dimensional concept renderings that will reflect the design intent. Two (2) concept renderings will be prepared.

Functional Utility Plan

CT will prepare a "high-level" functional utility plan for the project area in a format similar to what was previously done for the Columbia Avenue plans. No profiles or details are anticipated or included in this scope of work. CT will utilize the survey referenced above and GIS/utility data that will be provided by the City as the base map for these drawings. No additional utility location research is anticipated nor included in this scope of work. The anticipated utility improvements include new water and sanitary sewer upgrades. It is also our understanding that a new 60"/66" storm sewer system is proposed to help with the Parkview drainage concerns. We understand the proposed storm sewer sizes are based upon recommendations from the Smith Seckman Reid 1995 Parkview Drainage Improvements Study and the Barge Waggoner Sumner & Cannon 2015 Parkview Drainage Study.

The project will also consider the relocation of aerial utilities in to underground duct banks understanding that if there are potential conflicts with other underground utilities (i.e. storm, water, or sanitary sewer, etc.) this may necessitate for them to remain overhead. Although there doesn't appear to be a significant electrical or communication network along the roadway, there are a few aerial crossings at intersections (i.e. at 4th Avenue South) that may need to remain; however, undergrounding of the utilities through the intersection will be considered. Additionally, easement areas for transformers and communication pedestals will also need to be considered. It is our understanding that the City will help coordinate the functional utility plans with MTEMC, AT&T, Comcast, etc. We will attend two (2) meetings to review the functional utility plans with the City and the utility companies. Any additional meetings above this amount will be considered as additional work and will be billed on a time and expense basis.

CT will provide the above described scope of services for a **lump sum fee of \$42,500.00.**

Schedule

CT will work with the City to develop a schedule that will meet the City's needs. However, upon receiving the Notice to Proceed and a copy of the completed survey in AutoCAD format, we anticipate having a DRAFT Preliminary Roadway Layout Plan completed within four (4) weeks for review and comment. Upon



August 23, 2019
Mr. William Banks
Page | 3

receiving comments from the City, we will begin reviewing utility locations for the Functional Utility Plans. We anticipate having a preliminary set of Functional Utility Plans (which incorporate City comments on the Roadway Layout) within four (4) weeks for review and comment. Upon receiving any City and utility company comments, we anticipate being able to finalize the functional utility plans within two (2) weeks. During that time, we will also prepare the Concept Renderings, which are anticipated to be completed within three (3) weeks.

Again, CT is very pleased about the possibility working with the City of Franklin on the Church Street Improvements Project. Please review the proposal and call me at 615-349-4025 or by email at jgolias@ctconsultants.com to discuss any questions you may have. Thank you for considering CT Consultants as your design consultant and we look forward to the opportunity of working with the City of Franklin on the continuation of the revitalization of the corridors within the historic downtown district.

Respectfully,

CT Consultants, Inc.

James G. Golias II, P.E.
Regional Manager

Attachments: Church Street Concept Development Plan from Previous Study
Columbia Avenue Functional Utility Plan Example
Hourly Rates

Church Street from First Avenue to Fifth Avenue





- 5-LANE (WITH ACCESS MANAGEMENT)
- PRELIMINARY FUNCTIONAL EXHIBIT - 8/20/2018
 - ALIGNMENT AND EXISTING/PROPOSED RIGHT-OF-WAY IS CONCEPTUAL AND SUBJECT TO CHANGE.
 - NOT FOR CONSTRUCTION

CITY OF FRANKLIN
COLUMBIA AVE



SCALE - 1:50



CT CONSULTANTS, INC.
2019 HOURLY FEE SCHEDULE

Principal	\$ 208.00
Senior Project Engineer/Architect	\$ 160.00
Project Engineer/Architect	\$ 132.50
Engineer 3/Architect 3	\$ 127.00
Engineer 2/Architect 2	\$ 111.00
Engineer 1/Architect 1	\$ 96.50
Designer 3	\$ 102.00
Designer 2	\$ 84.00
Engineer Intern	\$ 53.50
Word Processing & Office Support	\$ 53.50

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2019-0286

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and Civil Infrastructure Associates, LLC, hereinafter referenced as Consultant, who mutually agree as follows:

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

SURVEY OF CHURCH STREET IMPROVEMENTS PROJECT,
FROM COLUMBIA AVENUE TO 1st AVENUE SOUTH/HARPETH RIVER

1. SCOPE OF SERVICES. Consultant shall provide land surveying 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 Not-to-Exceed Eighty-Five Thousand Seven Hundred Sixty and NO/100 Dollars (\$85,760.00).

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2019.

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: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form;

Shauna R. Billingsley, City Attorney

September 17, 2019

Mr. William Banks, PE
Engineering Department
City of Franklin
109 Third Avenue South, Ste 133
Franklin, TN 37064

**RE: Survey Proposal with Mobile LiDAR
Church Street Improvements
Downtown Franklin, Williamson County, Tennessee**

Civil Infrastructure Associates, LLC (CIA) is pleased to submit this proposal to provide land surveying services for the Church Street Improvements Project. CIA had previously completed a survey along Church St in 2018 for a water service improvement project and this survey will expand on the previously completed survey but will not duplicate or update that project.

Scope of Work

CIA will provide the services for the proposed survey limits (including backyards where shown within the provided limits) as specifically set forth below:

Task 1 – Survey Project Management

This task will consist of project coordination and administration. This project will require coordination with the Client to provide updates, coordinate field work, and other activities to help the Client keep the project stakeholders generally informed of the progress of the project. This project will also require a level of coordination with area property owners.

Task 2 – Survey Project Control

This task will consist of expanding the project control from the previous survey to cover this project area. This includes establishing horizontal positions and tying to the previously completed survey vertically.

Task 3 – Topographic Survey Field Work and Drawing Production

A topographic plan will be prepared to show the existing site conditions and will include the following:

- Survey shall meet the Tennessee Standards of Practice for Topographic Surveys.
- 1-foot contours will be shown, and spot elevations will be included at key locations where the contours are insufficient to model the surface.
- Generally, the topographic survey will be based on features and elevations extracted from a point cloud along with ground survey measurements taken generally at a 25-ft spacing.
- Existing features will be primarily based on the point cloud and CAD features will be created from point cloud measurements to produce a typical CAD linework deliverable.
- Features not visible from the point cloud will be collected using ground survey measurements and gaps or shadows in the point cloud may be augmented by ground survey data if determined necessary.

- Topographic survey will include natural ground elevations and noticeable terrain breaks.
- Survey will include existing features including curbing, pavement, pads, vegetation, walks, walls, signs, etc. along with existing utilities and drainage features within the survey limits, location & name of adjoining streets, etc.
- All survey areas will include visible above-ground evidence of utilities, including overhead power and communication lines, light poles, guy wires, transformers, & substations.
- Underground utility locations will be based on observable evidence and markings provided from 811 location request.
- Topographic survey will include any storm structures encountered within the area plus the next upstream and next downstream structures found outside of the area. Storm structures will include top elevations, invert elevations, opening type & size, and pipe size & material if pipe is accessible from the structure.
- Survey will include the necessary research and cursory field search for existing property corner monuments to prepare property boundaries for reference but will not necessarily include a full Category I boundary survey of the properties within the survey limits.
- Topographic survey will be merged with existing Church St. survey completed in 2018.

Task 4 – Survey Project Management

This task will consist of project coordination and administration. This project will require coordination with the Client to provide updates, coordinate field work, and other activities to help the Client keep the project stakeholders generally informed of the progress of the project. This project will also require a level of coordination with area property owners.

Task 5 – Mobile LiDAR Collection

This task will be performed by a sub-consultant at a lump sum fee. This task consists of mobilization, collection and processing of LiDAR data. LiDAR deliverable includes a geo-reference point cloud in a .las format along with geo-referenced images. LiDAR data will be geo-referenced to site control surveyed by CIA. LiDAR data will only include the Church St and intersecting road corridors.

Services Not Included

Any other services, including but not limited to the following, were not included in this estimate:

- Construction Layout
- Subsurface Utility Exploration (SUE) not specifically described in Task 3
- Hydrographic Surveying

Additional Services

Any other services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Schedule

CIA will work to prepare a final deliverable within 12 weeks of a notice to proceed. Survey schedule assumes



no delays with gaining access to the project site, or delays caused by uncontrollable weather events.

Deliverables

CIA will provide survey information for the Client to use for design in a final AutoCAD DWG format to include all planimetric and topographic feature data. Survey coordinates will be delivered in an excel compatible format and a LandXML will be created of the surface/DTM file for each location. A point cloud will be delivered in a .las file format. If the Client wishes for the survey drawing to be included in a plan set or bid documents, CIA will provide sealed drawings in a pdf format with hardcopies available upon request. It is the Client's responsibility to provide CIA with any preferred file naming conventions, project sheet borders, or other project specific requirements. We will also provide a TDOT format Right-of-way acquisition table complete with property data.

Fee and Expenses

CIA will perform the above described services based on standard hourly rates. Field surveying can vary depending site conditions and access to areas to be surveyed. Please budget the following estimated amount to complete the requested survey using standard ground surveying techniques:

Estimated Budget **\$ 85,760.00**

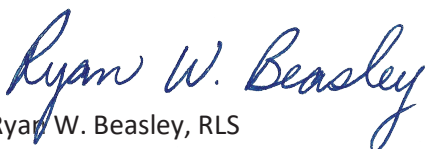
Hourly fees will be invoiced upon completion of services performed. Payment will be due within 25 days of your approval of the invoice.

This project may benefit from remote mapping methods such as aerial photogrammetry or LiDAR combined with ground survey; however, the obstructed areas may require too much ground survey supplement for these methods to be cost effective. Prior to field work alternative solutions will be explored and the most cost-effective solution will be used with cost savings passed on to the client.

Closure

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Regards,
CIVIL INFRASTRUCTURE ASSOCIATES, LLC


Ryan W. Beasley, RLS
Survey Manager

attachments: Survey Limits
Fee Estimate



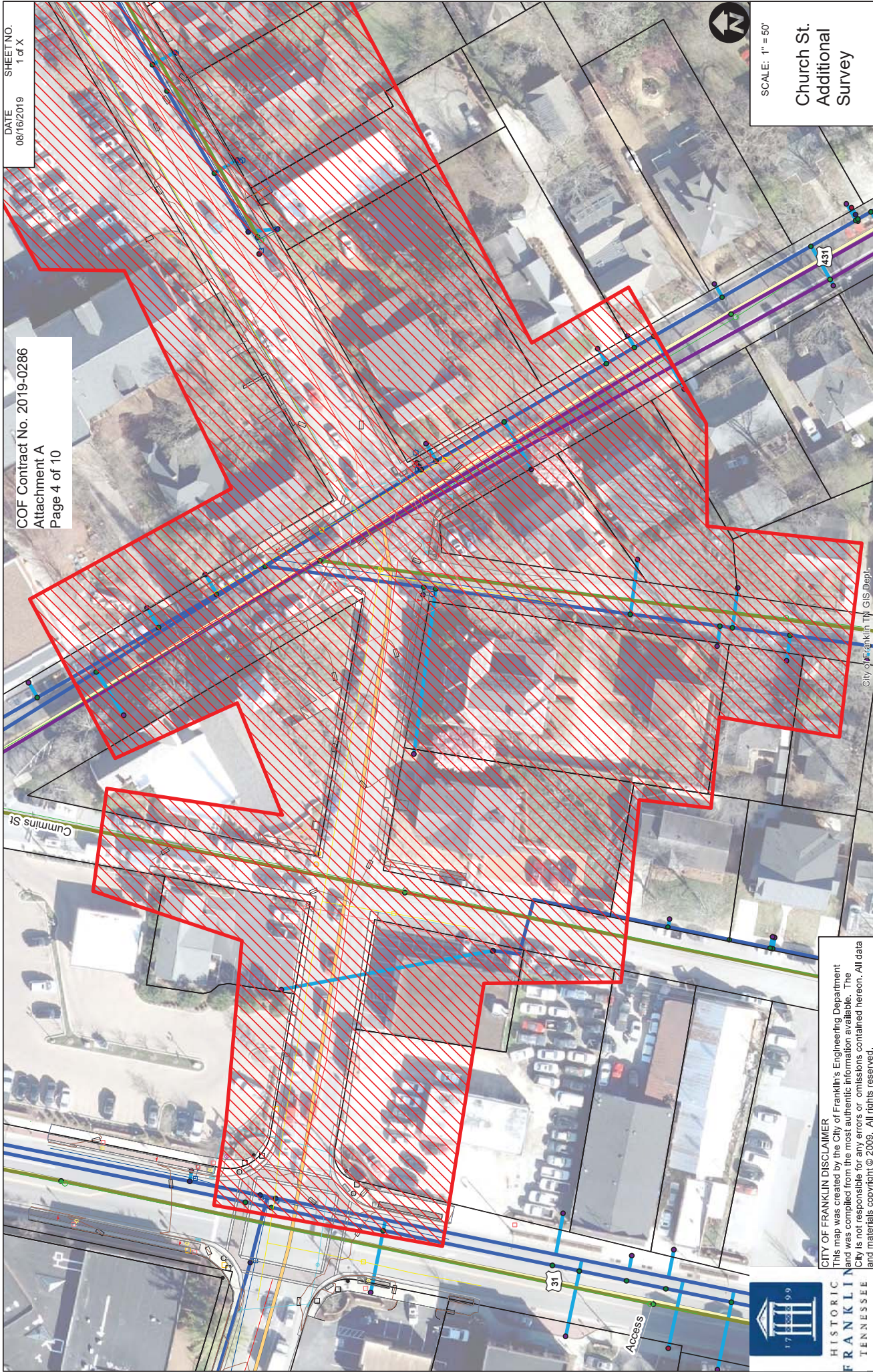
DATE 08/16/2019
SHEET NO. 1 of X

COF Contract No. 2019-0286
Attachment A
Page 4 of 10



SCALE: 1" = 50'

Church St.
Additional
Survey



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HISTORIC
FRANKLIN
TENNESSEE

City of Franklin TN GIS Dept.

COF Contract No. 2019-0286
Attachment A
Page 5 of 10

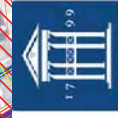


SCALE: 1" = 50'

Church St.
Additional
Survey

City of Franklin TN GIS Dept.

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DATE: 08/16/2019
SHEET NO. 1 of X

COF Contract No. 2019-0286
Attachment A
Page 6 of 10



SCALE: 1" = 50'

Church St.
Additional
Survey

City of Franklin TN GIS Dept.

3rd Ave S

Alley



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SCALE: 1" = 50'

Church St. Additional Survey

City of Franklin TN GIS Dept.

Emily Ct

2nd Ave S

1st Ave S

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DATE
08/16/2019

SHEET NO.
1 of X

COF Contract No. 2019-0286
Attachment A
Page 8 of 10

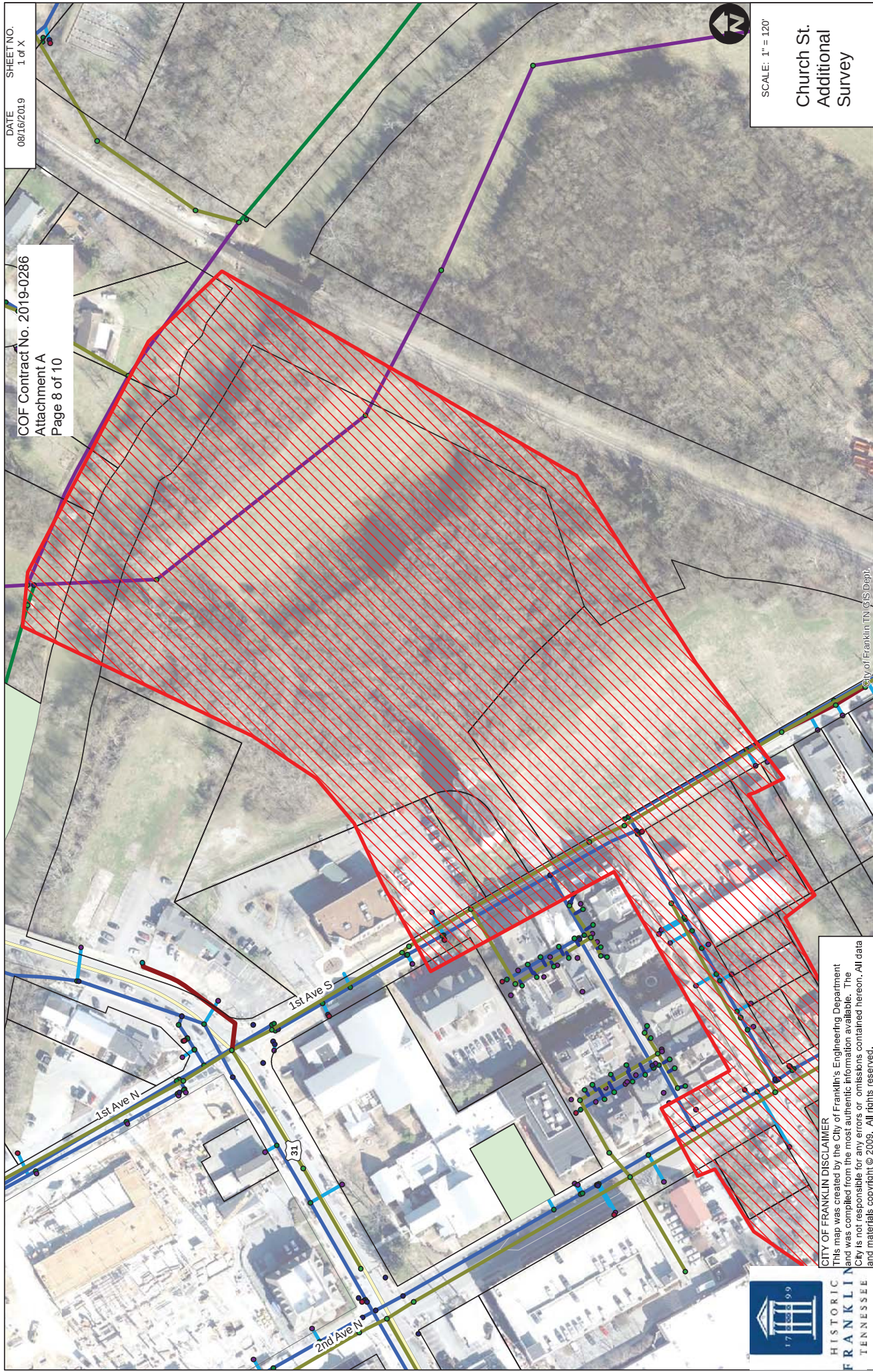


SCALE: 1" = 120'

Church St. Additional Survey

City of Franklin TN GIS Dept.

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SURVEY SCOPE & FEE ESTIMATE
2019 Church St Improvements
City of Franklin, Tennessee
Contract No. _____

SUMMARY TOTALS		Total Hours	Fee
TOTALS ACTUAL ==>		572.0	\$ 85,760

FEE	TOTAL HOURS	PM/RLS	Survey Crew	Senior Technician	Lump Sum - Subconsultant
	Loaded Rate	\$155.00	\$160.00	\$100.00	Lump Sum
PERCENT OF TIME ==>	100%	27.62%	33.22%	39.16%	
TOTAL HOURS ==>	572.0	158.0	190.0	224.0	
Task 1.0 Pre-Survey Preparation	18.0	18.0			
Task 2.0 - Project Control	38.0	8.0	30.0		
Task 3.0 - Fieldwork & Production	452.0	92.0	160.0	200.0	
Task 4.0 - Project Management	64.0	40.0		24.0	
Task 5.0 - LIDAR Collection					\$8,470.0
TOTAL COST==>	\$ 85,760	\$ 24,490	\$ 30,400	\$ 22,400	\$ 8,470

Project Level Scope & Labor - Breakdown

Task Number	DESCRIPTION	TOTAL HOURS	PM/RLS	Survey Crew	Survey/CAD Technician
	Boundary & Topographic Survey - BUDGET	572.0	158.0	190.0	224.0
1.0	Pre-Survey Research & Reconnaissance				
1.1	Research and review record deeds and plats for properties and adjoining as well as utilities and adjoining roadway plans	12.0	12.0		
1.2	Submit 811 Utility Location Requests	6.0	6.0		
2.0	Establish Horizontal & Vertical Control				
2.1	Establish Survey Control for the project with NAD83 TNSPC Horizontal & NAVD88 Vertical values.	38.0	8.0	30.0	
3.0	Survey Fieldwork & Production Scope:				
3.1	Boundary References: Recon/Recover/Locate existing property boundary evidence for the subject parcels and/or adjoining or nearby parcels; resolve property boundary fronts & sides based on evidence and record deed information obtained.	150.0	60.0	90.0	
3.2	Topographic Survey: Collect existing features including curbing, pavement, pads, vegetation, walks, walls, signs, etc. along with existing utilities and drainage features within the survey limits, and existing ground elevation data at intervals sufficient to produce 1' contours.	70.0		70.0	
3.3	Survey Map/Plat: Process survey data and produce an AutoCAD base map of the Topographic Survey in accordance with the Standards of Practice of the Tennessee State Board of Examiners for Land Surveyors. Prepare ROW acquisition table.	232.0	32.0		200.0
4.0	Management & Coordination				
4.1	Coordinations with Client and Area Property Owners	8.0	8.0		
4.2	Quality Control	48.0	24.0		24.0
4.3	Project Management	8.0	8.0		
5	Mobile LiDAR Collections				
5.1	Sub-consultant for Mobile LiDAR Collections Lump Sum Fee	\$8,470.0			

Notes:

Full topographic survey shall extend to faces of buildings and front yards within the survey limits as provided by the City of Franklin and will exclude but be merged with previous survey data collected for the 2018 Church St. survey project. Limits will exclude the river from top of bank to top of bank. Limits were provided by the City of Franklin in pdf format. Utility locations will be based on observable evidence and markings provided from 811 location request. Proposal includes deliverable of a Point Cloud resulting from the Mobile LiDAR. Existing conditions will be extracted from the point cloud to create CAD features and field survey will be included to ensure a complete data set for any features not visible from the scan.

Schedule:

Please allow 12 complete weeks for project delivery from written notice to proceed.

UTILITY RELOCATION AGREEMENT WITH ATMOS ENERGY CORPORATION
FOR THE FRANKLIN ROAD CORRIDOR IMPROVEMENTS (STREETSCAPE) PROJECT,
HARPETH RIVER BRIDGE TO HARPETH INDUSTRIAL COURT/HOOPER LANE
COF Contract No. 2019-0229

THIS AGREEMENT is by and between the City of Franklin, Tennessee ("City") and Atmos Energy Corporation ("Utility").

WITNESSETH:

WHEREAS, the City plans to construct the Franklin Road Corridor Improvements (Streetscape) Project, Harpeth River Bridge to Harpeth Industrial Court/Hooper Lane, (the "Project"), as shown on construction plans and specifications as part of COF Contract No. 2019-0230; and

WHEREAS, for said Project to be constructed it will be necessary for the Utility to relocate certain parts of its facilities along Franklin Road, one hundred percent (100%) of which are located on public highway rights-of-way and zero percent (0%) of which are located on private utility rights-of-way or easements; and

WHEREAS, the City is liable for the relocation of the Utility's facilities located on private Utility rights-of-way but is not liable for adjustment of the Utility's facilities located on publicly owned rights-of-way or for any Utility betterment costs; and

WHEREAS, the City, with coordination from the Utility, has developed final Utility relocation/construction plans and a construction cost estimate showing the manner of relocating their facilities and the estimated total relocation cost ("Utility's Cost"); and

WHEREAS, the parties desire to enter into an Agreement to provide for the relocation of the Utility's facilities in conjunction with the City's Project, and the Utility has requested the City to undertake the hereinafter described Utility relocation work in its Project construction contract (COF Contract No. 2019-0230); and

WHEREAS, it is in the mutual interest of the parties that this Utility relocation work be performed together with the construction of the Project.

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. The City will show the proposed relocation of the Utility's facilities in the Project construction plans as Project cost items and will receive bids for same by its highway contractor as a part of the construction contract (COF Contract No. 2019-0230) for construction of the above-mentioned Project. The City will be responsible for having its contractor perform the aforesaid Utility relocation work in accordance with the City's construction contract, including the Project plans, standard specifications, special provisions, and the Utility relocation plans and

specifications heretofore agreed upon by and between the parties hereto, all of which are incorporated herein by reference.

3. The Utility agrees to reimburse the City for the Utility's Cost. Reimbursement shall be based on the actual cost of the Utility's Cost items as shown on the approved Project plans incorporated herein by reference. It is further agreed that the Utility will make payment to the City in the amount of the estimated cost of the Utility's Cost items prior to advertisement for bids. In the event said payment exceeds the aggregate amount of the Utility's Cost charges, the difference will be refunded to the Utility. In the event said Utility's Cost charges exceed the deposit, the Utility agrees to reimburse the City for such additional amount.
4. This Agreement is subject to the appropriation and availability of City funds. In the event that the funds are not appropriated or are otherwise unavailable or the City cancels the Project for any reason prior to awarding the Project construction contract, the City reserves the right to terminate this Agreement upon written notice to the Utility. Said termination shall not be deemed a breach of contract by the City.
5. The Utility agrees that the City may advertise for and receive bids for the construction of the Project, including the proposed relocation of the Utility's facilities and required facility betterments, and award and enter into contract with the lowest responsive and responsible bidder. The City shall include the following provision in winning contract: "All parties agree that Atmos Energy Corporation ("Atmos Energy") shall be, and is hereby, named as an express third-party beneficiary of this contract with respect to Atmos Energy's facilities and contractor's work related to the same (the "Gas Utility Work"). Atmos Energy shall be named as an additional insured on contractor's liability insurance, and all warranties relating to the Gas Utility Work shall be for the benefit of, and enforceable by, Atmos Energy."
6. It is also understood and agreed that the City, in its sole discretion, may reject any and all bids submitted for the construction of said Project without any liability whatsoever to the Utility.
7. It is further agreed that in letting the construction contract with respect to the proposed relocation of the Utility's facilities, the City is acting solely in accommodation of the Utility and shall have no liability to the Utility for any damages or claims arising out of acts or omissions on the part of the City's contractor. The Utility agrees that it will not hold the City responsible for any claims arising out of the inclusion of the Utility's items of work in the City's highway construction contract. Under this Agreement, the "City" shall include any and all officers and employees of the City of Franklin, Tennessee acting within the scope of their employment with the City.
8. The Utility relocation plans and specifications, heretofore agreed upon by and between the parties hereto, all of which are incorporated herein by reference are provided by the City, in coordination with the Utility, signed and sealed in accordance with State regulations by a licensed Professional Engineer contracted by the City. The Utility is solely responsible for approving of said relocation plans and specifications. The Utility shall be responsible for all direct or indirect costs resulting from errors and omissions of said relocations plans and specifications included in the City construction contract. The Utility shall be responsible to

provide the City any and all necessary plans, electronic files, documentation, or anything else that is deemed necessary by the City to include the Utility work in the City construction contract.

9. The City and Utility agree to relocate and construct the Utility's facilities within public rights-of-way and/or public utility and drainage easements. The City has acquired or shall acquire all necessary public highway rights-of-way and public utility and drainage easements.
10. The Utility has acquired or shall acquire all Utility rights-of-way outside of the available public highway rights-of-way and/or easements as may be needed to relocate its Utility facilities, including any betterments, and the Utility shall provide the City and its contractor with the rights to use these Utility rights-of-way and/or easements for construction purposes. The Utility further agrees that it has acquired or will acquire these rights-of-way at no cost to the City except insofar as City may be liable to reimburse the Utility for the replacement of previously owned private Utility rights-of-way and/or easements.
11. The City's contractor will be pre-approved by the Utility to perform the Utility's relocation work or must become approved by the Utility before work commences. The City's contractor will provide all work and materials necessary to complete the construction of the Utility's relocations and new facilities that are a part of the Project, in accordance with the plans prepared by the City, and approved by the City and Utility in accordance with the Utilities technical specifications.
12. The Utility shall have the right and responsibility to inspect and approve, prior to the City's release of its Project contractor's bond, all items of Utility relocation work to be performed under the proposed highway construction contract to ensure that the relocation is completed in accordance with this Agreement and all applicable plans, specifications, and safety codes. The inspection of the Utility's facilities shall be performed by its own forces and/or consultant engineering services, at no cost to the City.
13. The City may submit periodic invoices to the Utility during the course of the Project (not more frequently than every thirty (30) days), which invoices shall be payable within thirty (30) days after receipt of same by the City. Within sixty (60) days of completion of the Utility's relocated facilities, the City and Utility shall settle on a final billing. The City and Utility will provide reasonable documentation to reconcile all such costs.
14. The Utility agrees, to the extent provided by law, that it will be solely responsible for any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Utility or its employees in the performance of the Utility's engineering and inspection work relating to this Agreement. The Utility agrees that it will not hold the City responsible for any claims arising out of the inclusion of the Utility's items of work in the City's Project construction contract. Under this Agreement, the "City" shall include any and all officers and employees of the City of Franklin, Tennessee acting within the scope of their employment with the City.
15. In the event that the City is sued for damages arising from acts, omissions, or negligence by the Utility or its employees, the Utility shall cooperate in the City's defense. The City shall give the Utility written notice of any such claim or suit, and the Utility shall have full right and obligation

to conduct the Utility's own defense thereof. Nothing contained herein shall be deemed to accord to the Utility, through its attorney(s), the right to represent the City in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-1 06.

16. The City shall have no liability except as specifically provided in this Agreement.
17. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment specifically citing the paragraph within the Agreement to be amended and signed by the parties hereto.
18. The Utility shall comply with all applicable federal, state and City laws and regulations in the performance of its duties under this Agreement. The parties agree that failure of the Utility to comply with this provision shall constitute a material breach of this Agreement and subject the Utility to the repayment of all City funds expended, or expenses incurred, under this Agreement.
19. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.
20. TIME IS OF THE ESSENCE OF THIS AGREEMENT.
21. 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. The Utility acknowledges and agrees that any rights or claims against the City of Franklin or its officials, contractors, agents or employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available to the City under law.
22. If any terms, covenants, conditions or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
23. The City and the Utility agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To City:
Paul Holzen
Director of Engineering
109 3rd Avenue South
Franklin, TN 37064
Phone: (615) 791-3218
Paul.Holzen@franklintn.gov

Atmos Energy Corporation
Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____, 2019.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates as indicated below.

CITY OF FRANKLIN, TENNESSEE

ATMOS ENERGY CORPORATION

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

**CITY OF FRANKLIN
AGREEMENT OF SALE**

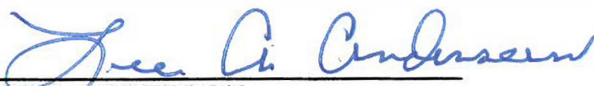
**PROJECT: FRANKLIN ROAD IMPROVEMENTS
TRACT: 13**

This agreement entered into on this the August day of 10th 2018 between LEE A. ANDERSON hereinafter called Seller and the City of Franklin hereinafter called City shall continue for a period of 180 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and the City.

- A. The Seller hereby agrees to convey to the City the Right of Ways and Easements shown in the attached exhibit upon the City tendering the purchase price of NINTY FIVE THOUSAND DOLLARS AND NO CENTS (\$95,000.00) said tract being further described as follows:

SEE ATTACHED EXHIBIT A

- B. The City agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. The City will reimburse the Seller for expenses incident to the transfer of the property to the City.


LEE A. ANDERSON

**Franklin Road Corridor Improvements, Harpeth River Bridge to Harpeth Industrial Court; City of Franklin project number ST16009
Tract No. 13**

09/10/19

Right-of-Way Take

Beginning at point in the westerly right-of-way line of Franklin Road at the southeast corner of Lee Ander Anderson, of record in deed book 478, page 920, Register's Office of Williamson County, Tennessee, said Anderson property being shown as Parcel 2, on Tax Map 063L, Group C, said point being located at Station 93+29.34, 30.00 feet left of the proposed centerline of Franklin Road as established by CT 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 Anderson, North 62°22'21" West 4.51 feet to Station 93+29.01, 34.50 feet left of said centerline; thence with a new line across said Anderson, North 31°51'26" East 75.00 feet to the northerly line of Anderson at Station 94+04.01, 34.50 feet left of said centerline; thence with the northerly line of Anderson, South 62°22'21" East 4.51 feet to the westerly right-of-way line of Franklin Road at Station 94+04.34, 30.00 feet left of said centerline; thence with the westerly right-of-way line of Franklin Road, South 31°51'26" West 75.00 feet to the point of beginning, containing 338 square feet or 0.008 acre, more or less.

The aforescribed Right-of-Way Take is necessary for roadway improvements.

Public Utility and Drainage Easement

Commencing from a point in the westerly right-of-way line of Franklin Road at the southeast corner of Lee Ander Anderson, of record in deed book 478, page 920, Register's Office of Williamson County, Tennessee, said Anderson property being shown as Parcel 2, on Tax Map 063L, Group C, said point being located at Station 93+29.34,

30.00 feet left of the proposed centerline of Franklin Road as established by CT 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 Anderson, North 62°22'21" West 4.51 feet to Station 93+29.01, 34.50 feet left of said centerline and the Point of Beginning of the herein described; thence North 62°22'21" West 24.57 feet to Station 93+27.20, 59.00 feet left of said centerline; thence with a new line across said Anderson, North 31°51'26" East 47.33 feet to Station 93+74.53, 59.00 feet left of said centerline; thence North 13°08'34" West 4.95 feet to Station 93+78.03, 62.50 feet left of said centerline; thence North 31°51'26" East 23.91 feet to the northerly line of Anderson at Station 94+01.94, 62.50 feet left of said centerline; thence with the northerly line of Anderson, South 62°22'21" East 28.08 feet to Station 94+04.01, 34.50 feet left of said centerline; thence with a new line across said Anderson, South 31°51'26" West 75.00 feet to the point of beginning, containing 1,928 square feet or 0.044 acre, more or less.

The aforescribed Public Utilities and Drainage Easement is necessary for roadway improvements.

Proposed Temporary Construction Easement

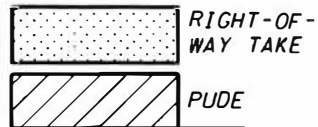
Commencing from a point in the westerly right-of-way line of Franklin Road at the southeast corner of Lee Ander Anderson, of record in deed book 478, page 920, Register's Office of Williamson County, Tennessee, said Anderson property being shown as Parcel 2, on Tax Map 063L, Group C, said point being located at Station 93+29.34, 30.00 feet left of the proposed centerline of Franklin Road as established by CT 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 Anderson, North 62°22'21" West 29.08 feet to Station 93+27.20, 59.00 feet left of said centerline and the Point of Beginning of the

herein described; thence across Anderson, North $15^{\circ}14'48''$ East 7.48 feet to Station 93+34.37, 61.14 feet left of said centerline; thence North $24^{\circ}25'41''$ East 47.00 feet to Station 93+80.97, 67.22 feet left of said centerline; thence North $31^{\circ}51'26''$ East 20.62 feet to the northerly line of Anderson at Station 94+01.59, 67.22 feet left of said centerline; thence with the northerly line of Anderson, South $62^{\circ}22'21''$ East 4.73 feet to Station 94+01.94, 62.50 feet left of said centerline; thence South $31^{\circ}51'26''$ West 23.91 feet to Station 93+78.03, 62.50 feet left of said centerline; thence South $13^{\circ}08'34''$ East 4.95 feet to Station 93+74.53, 59.00 feet left of said centerline; thence South $31^{\circ}51'26''$ West 47.33 feet to the point of beginning, containing 331 square feet or 0.008 acre, more or less.

The aforescribed Proposed Temporary Construction Easement is necessary for roadway improvements.

LEGEND



PROPOSED
TEMPORARY
CONSTRUCTION
EASEMENT

ERS AND
In R. BLESSINGS
FFE - 663.84
EFE - 665.54

MAIN NEW
AT&T
Asphalt

POINT OF
BEGINNING
PTCE

Old Sign
EO Pole

POINT OF
BEGINNING
PUDE

POINT OF BEGINNING
R.O.W. TAKE
POINT OF COMMENCEMENT
PUDE & PTCE

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.

HFR JOB NO. 2018026
FRANKLIN ROAD CORRIDOR IMPROVEMENTS, HARPETH RIVER BRIDGE TO HARPETH INDUSTRIAL COURT PROJECT, CITY OF FRANKLIN PROJECT NUMBER ST16009

DATE:
09-10-19

RIGHT-OF-WAY
TAKE
PUBLIC UTILITY
AND DRAINAGE
EASEMENT (PUDE)

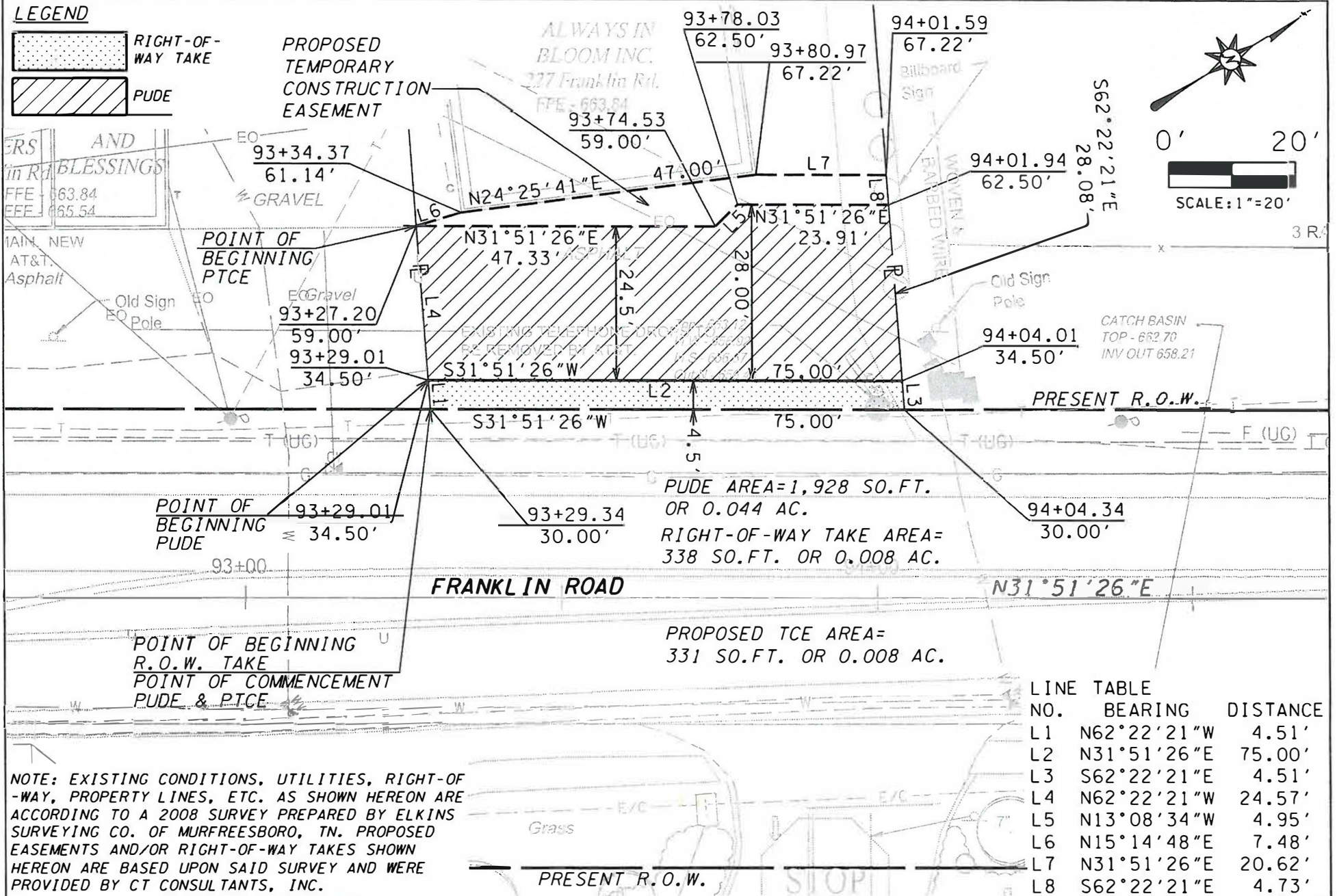
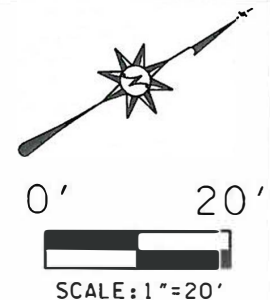
TRACT NO. 13
OWNER: LEE ANDER
ANDERSON
DB 478, PG 920

MAP 063L, GRP. C, PAR. 2
ADDRESS:
227 FRANKLIN ROAD
FRANKLIN, WILLIAMSON
COUNTY, TENNESSEE 37064

HFR DESIGN

214 Centerview Drive Suite 300
Brentwood, TN 37027

615.370.8500 615.370.8530 hfrdesign.com



PUDE AREA=1,928 SO.FT.
OR 0.044 AC.
RIGHT-OF-WAY TAKE AREA=
338 SO.FT. OR 0.008 AC.

PROPOSED TCE AREA=
331 SO.FT. OR 0.008 AC.

LINE NO.	BEARING	DISTANCE
L1	N62°22'21"W	4.51'
L2	N31°51'26"E	75.00'
L3	S62°22'21"E	4.51'
L4	N62°22'21"W	24.57'
L5	N13°08'34"W	4.95'
L6	N15°14'48"E	7.48'
L7	N31°51'26"E	20.62'
L8	S62°22'21"E	4.73'

**CITY OF FRANKLIN
AGREEMENT OF SALE**

**PROJECT: FRANKLIN ROAD IMPROVEMENTS
TRACT: 25**

This agreement entered into on this the 30 day of July 2019 between RONALD L. SHUFF hereinafter called Seller and the City of Franklin hereinafter called City shall continue for a period of 180 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and the City.

- A. The Seller hereby agrees to convey to the City the Permanent Utility and Drainage Easement, temporary construction easement and Middle Tennessee Electric Easement shown in the attached exhibit upon the City tendering the purchase price of SEVENTY-TWO THOUSAND EIGHT HUNDRED TWO DOLLARS AND NO CENTS (\$72,802.00) said tract being further described as follows:

SEE ATTACHED EXHIBIT A

- B. The City agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. The City will reimburse the Seller for expenses incident to the transfer of the property to the City.


RONALD L. SHUFF

**Franklin Road Corridor Improvements, Harpeth River Bridge to Harpeth Industrial Court; City of Franklin project number ST16009
Tract No. 25**

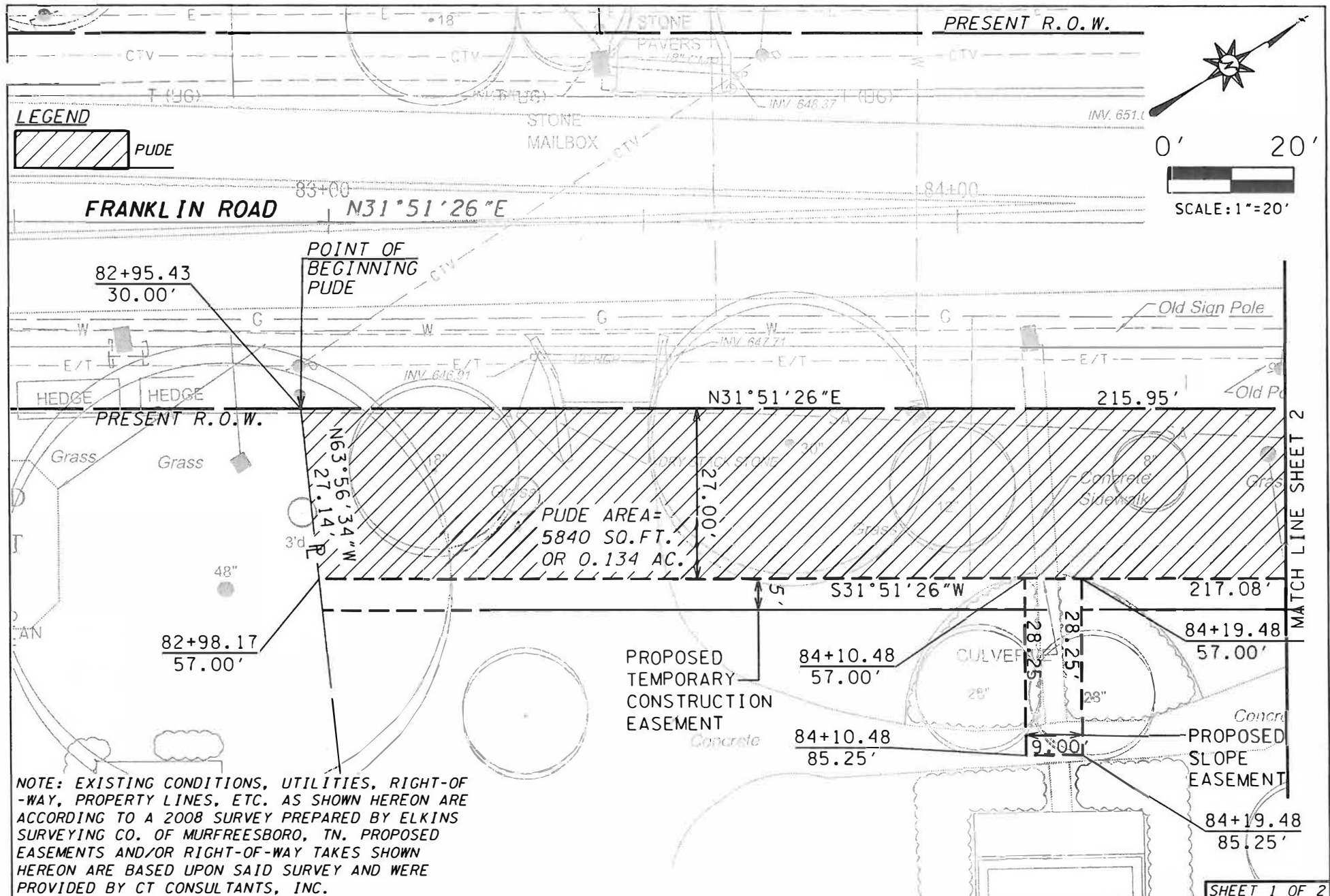
05/18/18

Public Utility and Drainage Easement

Beginning in the easterly right-of-way line of Franklin Road at the southwest corner of Ronald L. Shuff, as evidenced by deed of record in book 4904, page 19, Register's Office of Williamson County, Tennessee, said Shuff property being shown as Parcel 17 on Tax Map 063M, Group A, said point being located at Station 82+95.43, 30.00 feet right of the proposed centerline of Franklin Road as established by CT Consultants, Inc. for the Franklin Road Corridor Improvements, Harpeth River Bridge to Harpeth Industrial Court project, City of Franklin project number ST16009;

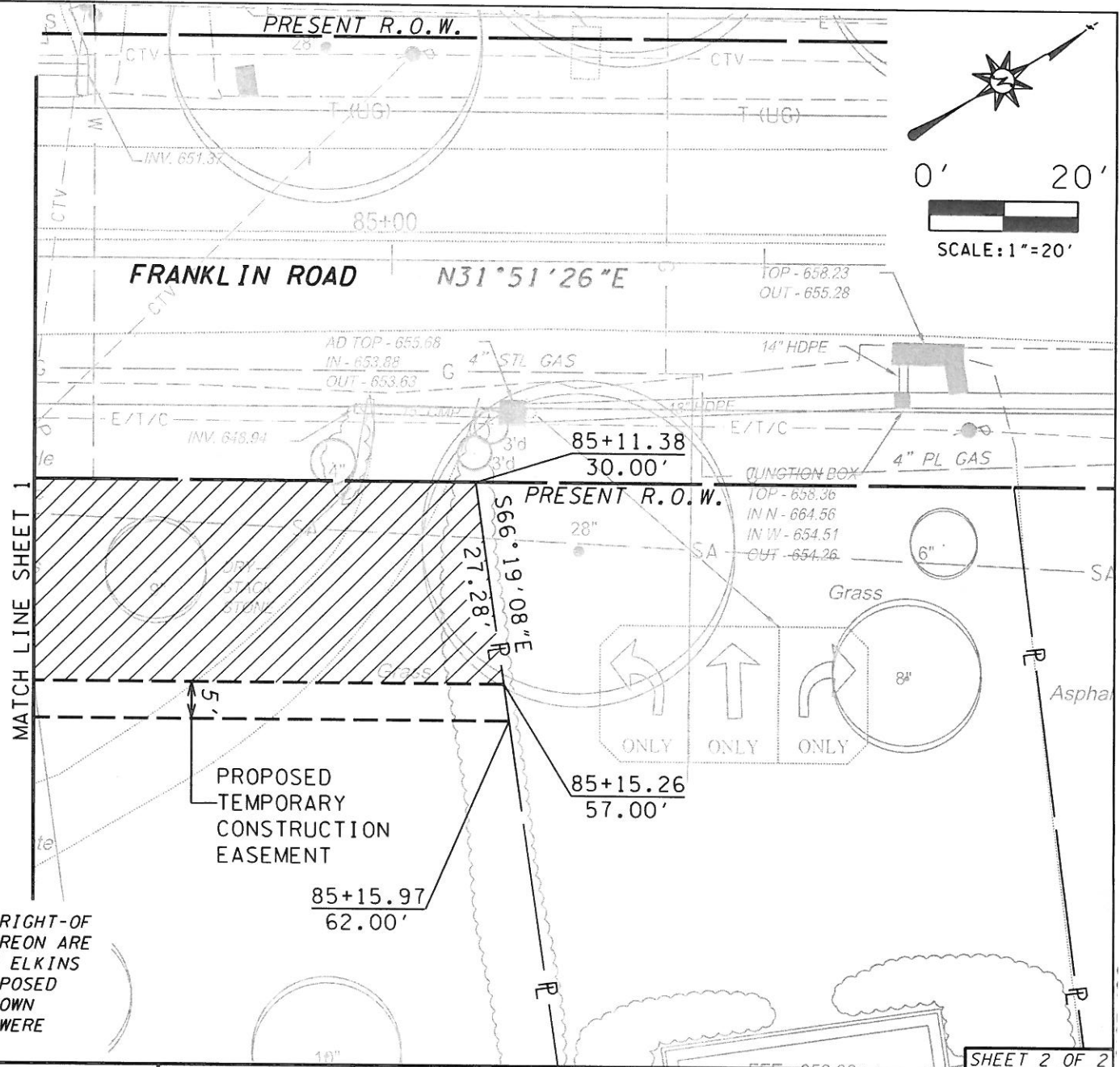
Thence with the easterly right-of-way line of Franklin Road, North 31°51'26" East 215.95 feet to the northwest corner of Shuff at Station 85+11.38, 30.00 feet right of said centerline; thence with the north line of Shuff, South 66°19'08" East 27.28 feet to Station 85+15.26, 57.00 feet right of said centerline; thence with a new line across Shuff, South 31°51'26" West 217.08 feet to the south line of Shuff at Station 82+98.17, 57.00 feet right of said centerline; thence with the south line of Shuff, North 63°56'34" West 27.14 feet to the point of beginning, containing 5,840 square feet or 0.134 acre, more or less.

The aforescribed Public Utilities and Drainage Easement is necessary for roadway improvements.



HFR JOB NO. 2018026.53 DATE: 05-18-18	FRANKLIN ROAD CORRIDOR IMPROVEMENTS, HARPETH RIVER BRIDGE TO HARPETH INDUSTRIAL COURT PROJECT, CITY OF FRANKLIN PROJECT NUMBER ST16009	PUBLIC UTILITY AND DRAINAGE EASEMENT (PUDE)	TRACT NO. 25 OWNER: RONALD L. SHUFF DB 4904, PG 19	MAP 063M, GRP. A, PAR. 17 ADDRESS: 214 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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LEGEND



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.

HFR JOB NO.
2018026.53

DATE:
05-18-18

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

PUBLIC UTILITY
AND DRAINAGE
EASEMENT (PUDE)

TRACT NO. 25
OWNER: RONALD
L. SHUFF
DB 4904, PG 19

MAP 063M, GRP. A, PAR. 17
ADDRESS:
214 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



SHEET 2 OF 2

**CITY OF FRANKLIN
AGREEMENT OF SALE**

**PROJECT: FRANKLIN ROAD IMPROVEMENTS
TRACT: 28**

This agreement entered into on this the 16th day of SEPTEMBER 2019 between RICHARD L. AMMONS AND BRENDA S. AMMONS hereinafter called Seller and the City of Franklin hereinafter called City shall continue for a period of 180 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and the City.

- A. The Seller hereby agrees to convey to the City the Permanent Utility and Drainage Easement and Slope Easement shown in the attached exhibit upon the City tendering the purchase price of SIXTY-SEVEN THOUSAND DOLLARS AND NO CENTS (\$67,000.00) said tract being further described as follows:

SEE ATTACHED EXHIBIT A

- B. The City agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. The City will reimburse the Seller for expenses incident to the transfer of the property to the City.


RICHARD L. AMMONS


BRENDA S. AMMONS

**Franklin Road Corridor Improvements, Harpeth River Bridge to Harpeth Industrial Court; City of Franklin project number ST16009
Tract No. 28**

05/17/18

Right-of-Way Take

Beginning at the intersection of the easterly right-of-way line of Franklin Road with the northerly right-of-way line of Old Liberty Pike, same being the southwest corner of Richard L. Ammons and wife, Brenda S. Ammons, as evidenced by deed of record in book 509, page 381, Register's Office of Williamson County, Tennessee, said Ammons property being shown as Parcel 14 on Tax Map 063M, Group A, said point being located at Station 80+35.85, 30.00 feet right of the proposed centerline of Franklin Road as established by CT 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 right-of-way line of Franklin Road, North 31°51'26" East 8.41 feet to Station 80+44.26, 30.00 feet right of said centerline; thence with a new line across said Ammons, South 18°54'50" East 9.52 feet to the northerly right-of-way line of Old Liberty Pike at Station 80+38.24, 37.38 feet right of said centerline; thence with the northerly right-of-way line of Old Liberty Pike, North 76°06'33" West 7.75 feet to the point of beginning, containing 31 square feet or 0.001 acre, more or less.

The aforescribed Right-of-Way Take is necessary for roadway improvements.

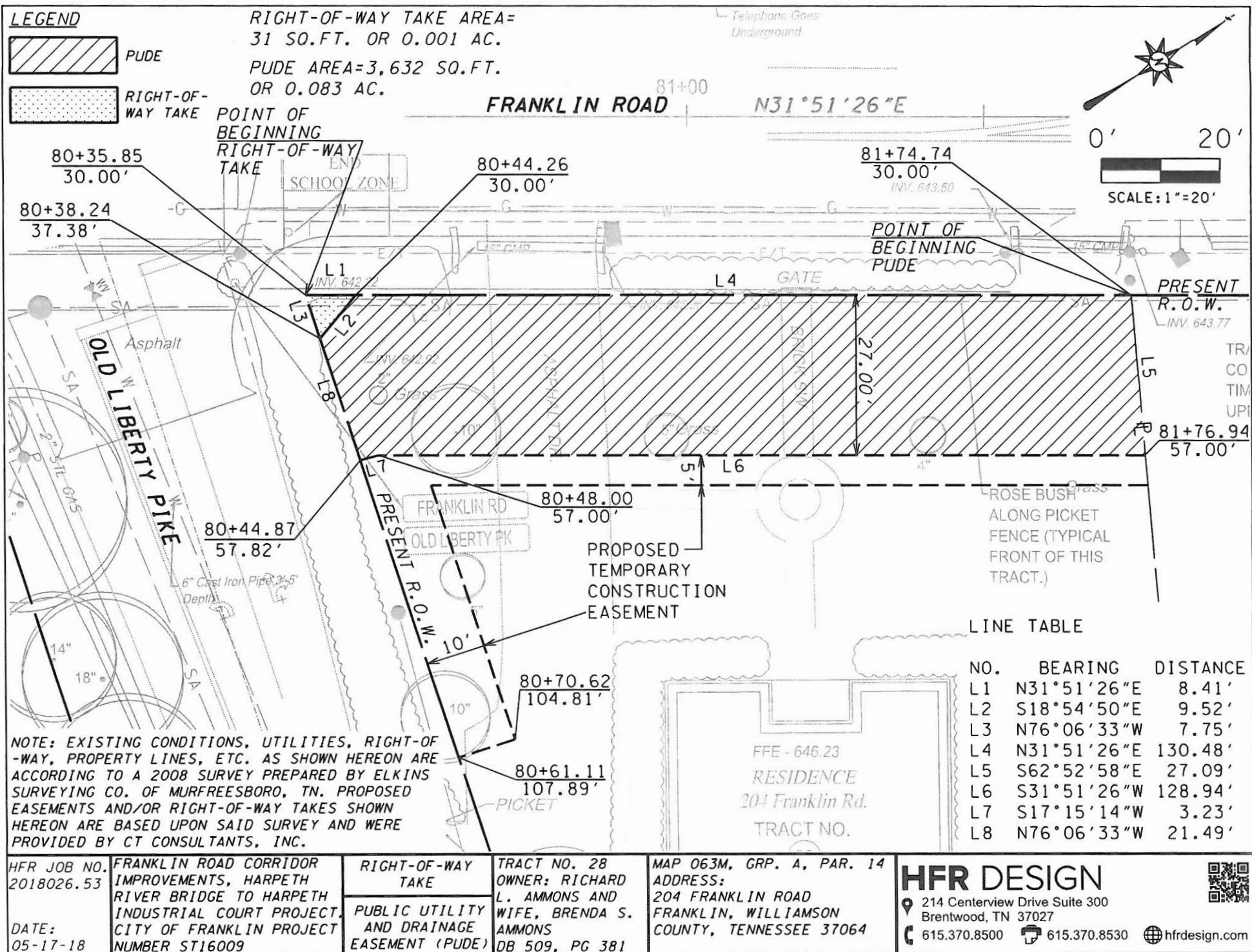
Public Utility and Drainage Easement

Beginning in the easterly right-of-way line of Franklin Road at the northwest corner of Richard L. Ammons and wife, Brenda S. Ammons as evidenced by deed of record in book 509, page 381, Register's Office of Williamson County, Tennessee, said Ammons being shown as Parcel 14 on Tax Map 063M, Group A, said point being located at

Station 81+74.74, 30.00 feet right of the proposed centerline of Franklin Road as established by CT 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 northerly line of Ammons, South $62^{\circ}52'58''$ East 27.09 feet to Station 81+76.94, 57.00 feet right of said centerline; thence with a new line across said Ammons, South $31^{\circ}51'26''$ West 128.94 feet to Station 80+48.00, 57.00 feet right of said centerline; thence South $17^{\circ}15'14''$ West 3.23 feet to the said northerly right-of-way line of Old Liberty Pike at Station 80+44.87, 57.82 feet right of said centerline; thence with the northerly right-of-way line of Old Liberty Pike, North $76^{\circ}06'33''$ West 21.49 feet to Station 80+38.24, 37.38 feet right of said centerline; thence with a new line across said Ammons, North $18^{\circ}54'50''$ West 9.52 feet to Station 80+44.26, 30.00 feet right of said centerline; thence with the easterly right of way line of Franklin Road, North $31^{\circ}51'26''$ East 130.48 feet to the point of beginning, containing 3,632 square feet or 0.083 acre, more or less.

The aforescribed Public Utilities and Drainage Easement is necessary for roadway improvements.



**CITY OF FRANKLIN
AGREEMENT OF SALE**

**PROJECT: FRANKLIN ROAD IMPROVEMENTS
TRACT: 29**

This agreement entered into on this the 18th day of September 2019 between LLOYD PIERCE CROCKETT AND ELIZABETH LEA CROCKETT hereinafter called Seller and the City of Franklin hereinafter called City shall continue for a period of 180 days under the terms and conditions listed below. This Agreement embodies all considerations agreed to between the Seller and the City.

- A. The Seller hereby agrees to convey to the City the Permanent Utility and Drainage Easement and Slope Easement shown in the attached exhibit upon the City tendering the purchase price of FIFTY THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$50,500.00) said tract being further described as follows:

SEE ATTACHED EXHIBIT A

- B. The City agrees to pay for the expenses of title examination, preparation of instrument of conveyance and recording of deed. The City will reimburse the Seller for expenses incident to the transfer of the property to the City.
- C. Seller is responsible for the removal, storage and replacement of the fencing along the Right of Way. Additional monies have been paid to pressure clean the property after the end of construction.


LLOYD PIERCE CROCKETT


ELIZABETH LEA CROCKETT

**Franklin Road Corridor Improvements, Harpeth River Bridge to Harpeth Industrial Court; City of Franklin project number ST16009
Tract No. 29**

05/15/18

Right-of-Way Take

Beginning at the intersection of the easterly right-of-way line of Franklin Road with the southerly right-of-way line of Old Liberty Pike, same being the northwest corner of Lloyd Pierce Crockett and Elizabeth Lea Crockett, Trustees, or their successor(s) in Trust, under the Elizabeth Crockett Revocable Living Trust, as evidenced by deed of record in book 3789, page 667, Register's Office of Williamson County, Tennessee, said Crockett property being shown on the plan entitled "Old Liberty Pike Subdivision, Revision 1 (Resubdivision of Lot 1)", of record in plat book P32, page 66, and being shown as Parcel 1 on Tax Map 063N, Group C, said point being located at Station 79+72.77, 30.00 feet right of the proposed centerline of Franklin Road as established by CT 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 right-of-way line of Old Liberty Pike, South 76°06'33" East 10.54 feet to Station 79+76.03, 40.03 feet right of said centerline; thence with a new line across said Crockett, South 79°01'53" West 13.68 feet to the easterly right-of-way line of Franklin Road at Station 79+66.73, 30.00 feet right of said centerline; thence with the easterly right-of-way line of Franklin Road, North 31°51'26" East 6.04 feet to the point of beginning, containing 30 square feet or 0.001 acre, more or less.

The aforescribed Right-of-Way Take is necessary for roadway improvements.

Public Utility and Drainage Easement

Beginning in the easterly right-of-way line of Franklin Road at the southwest corner of Lloyd Pierce Crockett and Elizabeth Lea Crockett, Trustees, or their successor(s) in

Trust, under the Elizabeth Crockett Revocable Living Trust, as evidenced by deed of record in book 3789, page 667, Register's Office of Williamson County, Tennessee, said Crockett property being shown on the plan entitled "Old Liberty Pike Subdivision, Revision 1 (Resubdivision of Lot 1)", of record in plat book P32, page 66, and being shown as Parcel 1 on Tax Map 063N, Group C, said point being located at Station 78+78.46, 30.00 feet right of the proposed centerline of Franklin Road as established by CT 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 right of way line of Franklin Road, North 31°51'26" East 88.27 feet to Station 79+66.73, 30.00 feet right of said centerline; thence with a new line across said Crockett, North 79°01'53" East 13.68 feet to the southerly right-of-way line of Old Liberty Pike at Station 79+76.03, 40.03 feet right of said centerline; thence with the southerly right-of-way line of Old Liberty Pike, South 76°06'33" East 32.00 feet to Station 79+85.90, 70.47 feet right of said centerline; thence with a new line across said Crockett, South 78°50'29" West 30.73 feet to Station 79+64.93, 48.00 feet right of said centerline; thence South 31°51'26" West 84.34 feet to the south line of said Crockett at Station 78+80.59, 48.00 feet right of said centerline; thence with the south line of Crockett, North 64°53'28" West 18.13 feet to the point of beginning, containing 1,854 square feet or 0.043 acre, more or less.

The aforescribed Public Utilities and Drainage Easement is necessary for roadway improvements.

LEGEND



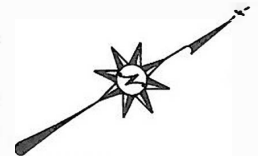
PUDE



RIGHT-OF-WAY TAKE

RIGHT-OF-WAY TAKE AREA=
30 SQ.FT. OR 0.001 AC.

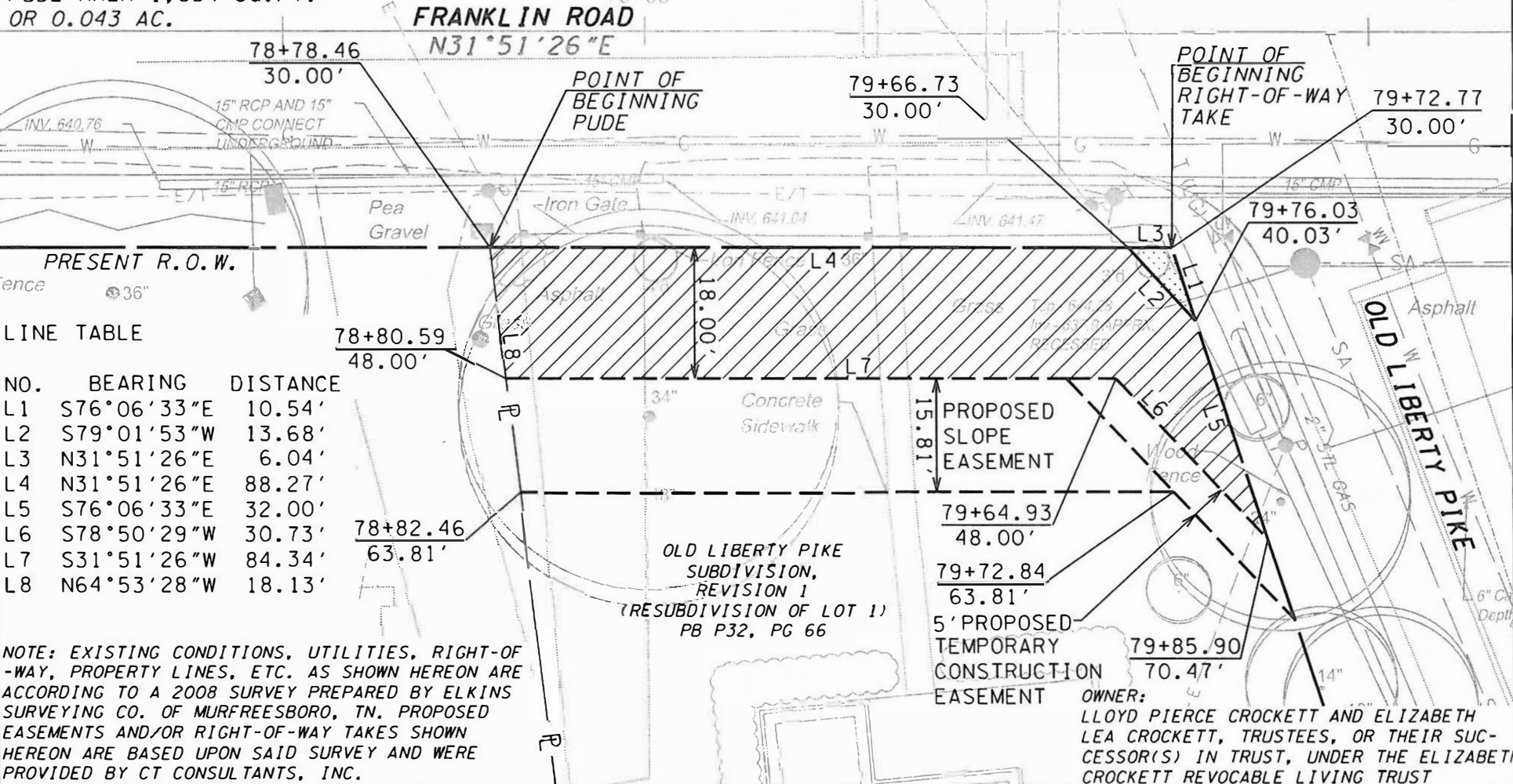
PUDE AREA=1,854 SQ.FT.
OR 0.043 AC.



0' 20'



SCALE: 1"=20'



HFR JOB NO.
2018026.53

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)

TRACT NO. 29

DB 3789, PG 667

MAP 063N, GRP. C, PAR. 1
ADDRESS:
166 FRANKLIN ROAD
FRANKLIN, WILLIAMSON
COUNTY, TENNESSEE 37064

HFR DESIGN

214 Centerview Drive Suite 300
Brentwood, TN 37027

615.370.8500 615.370.8530 hfrdesign.com



RESOLUTION 2019-104

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR AND CITY ATTORNEY TO FINALIZE RIGHT-OF-WAY AND EASEMENT ACQUISITIONS FOR TRACTS 13, 25, 28 AND 29 FOR THE FRANKLIN ROAD IMPROVEMENTS PROJECT

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; and

WHEREAS, the approved project of Franklin Road Improvements was included for the estimated about of \$14,340,000; and

WHEREAS, City staff has negotiated agreements of sale for Tracts 13, 25, 28 and 29 as shown on Exhibit A; and

WHEREAS, the Board of Mayor and Aldermen approve the Agreements of Sale, as shown on Exhibit A, and authorize the City Administrator and City Attorney to finalize and execute all necessary deeds and easement documents on behalf of the Board of Mayor and Aldermen.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS: Authority is granted to the City Administrator and City Attorney to finalize and execute all necessary deeds and easement documents, on behalf of the Board of Mayor and Aldermen, based on the negotiated amounts as shown in the Agreements of Sale (See Exhibit A).

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:

Shauna R. Billingsley
City Attorney

RESOLUTION 2019-103

A RESOLUTION TO AWARD THE CONSTRUCTION CONTRACT (COF CONTRACT NO. 2019-0262) FOR THE WESTHAVEN BOULEVARD TRAFFIC SIGNAL PROJECT (COF PROJECT NO. 2019-003) TO SESSIONS PAVING COMPANY IN THE AMOUNT OF \$591,322.75

WHEREAS, on September 17, 2019, sealed bids for the construction of the Westhaven Boulevard Traffic Signal Project (COF Project No. 2019-003) 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. 2019-0262) for construction of the Westhaven Boulevard Traffic Signal Project to the low bidder, Sessions Paving Company, in the bid amount of Five Hundred Ninety-One Thousand Three Hundred Twenty-Two and 75/100 Dollars (\$591,322.75); and

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

Approval is granted to award the contract (COF Contract No. 2019-0262) for the construction of the Westhaven Boulevard Traffic Signal Project to Sessions Paving Company in the amount of Five Hundred Ninety-One Thousand Three Hundred Twenty-Two and 75/100 Dollars (\$591,322.75).

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: _____
Shauna R. Billingsley
City Attorney

BID TABULATION									
WESTHAVEN BOULEVARD TRAFFIC SIGNAL (COF CONTRACT NO. 2019-0262)									
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	ENGINEER'S ESTIMATE (2019 TDOT Prices + 20%)		SESSIONS PAVING COMPANY		STANSSELL ELECTRIC COMPANY, INC.	
				UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 14,800.00	\$ 14,800.00
201-01	CLEARING AND GRUBBING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,800.00	\$ 9,800.00
202-08.15	REMOVAL OF CURB AND GUTTER	L.F.	400	\$ 24.00	\$ 9,600.00	\$ 10.00	\$ 4,000.00	\$ 13.00	\$ 5,200.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	260	\$ 10.51	\$ 2,733.12	\$ 40.00	\$ 10,400.00	\$ 82.00	\$ 21,320.00
209-03.20	FILTER SOCK (8-INCH)	L.F.	440	\$ 36.19	\$ 15,924.48	\$ 12.00	\$ 5,280.00	\$ 3.00	\$ 1,320.00
209-03.22	FILTER SOCK (18-INCH)	L.F.	50	\$ 24.85	\$ 1,242.60	\$ 15.00	\$ 750.00	\$ 12.00	\$ 600.00
209-05	SEDIMENT REMOVAL	C.Y.	8	\$ 7.43	\$ 59.42	\$ 20.00	\$ 160.00	\$ 130.00	\$ 1,040.00
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	1	\$ 401.52	\$ 401.52	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00
209-40.48	CATCH BASIN FILTER ASSEMBLY (TYPE 8)	EACH	1	\$ 1,847.21	\$ 1,847.21	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	216	\$ 25.24	\$ 5,450.98	\$ 46.00	\$ 9,936.00	\$ 43.00	\$ 9,288.00
307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	TON	89	\$ 119.29	\$ 10,616.99	\$ 235.00	\$ 20,915.00	\$ 265.00	\$ 23,585.00
307-02.08	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2	TON	66	\$ 119.52	\$ 7,888.32	\$ 238.00	\$ 15,708.00	\$ 223.00	\$ 14,718.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	0.6	\$ 1,026.73	\$ 616.04	\$ 1,200.00	\$ 720.00	\$ 1,500.00	\$ 900.00
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	2.3	\$ 70.42	\$ 161.96	\$ 50.00	\$ 115.00	\$ 50.00	\$ 115.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	0.7	\$ 787.96	\$ 551.57	\$ 1,200.00	\$ 840.00	\$ 1,700.00	\$ 1,190.00
407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	415	\$ 11.32	\$ 4,696.14	\$ 6.00	\$ 2,490.00	\$ 7.00	\$ 2,905.00
411-02.10	ACS MIX (PG70-22) GRADING D	TON	122	\$ 120.60	\$ 14,713.20	\$ 260.00	\$ 31,720.00	\$ 250.00	\$ 30,500.00
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	1,130	\$ 6.01	\$ 6,793.56	\$ 12.00	\$ 13,560.00	\$ 10.50	\$ 11,865.00
611-14.02	CATCH BASIN, TYPE 14, > 4' - 8' DEPTH	EACH	1	\$ 8,368.92	\$ 8,368.92	\$ 6,500.00	\$ 6,500.00	\$ 6,900.00	\$ 6,900.00
701-01.01	CONCRETE SIDEWALK (4")	S.F.	75	\$ 13.74	\$ 1,030.50	\$ 25.00	\$ 1,875.00	\$ 10.00	\$ 750.00
701-02.03	CONCRETE CURB RAMP	S.F.	168	\$ 29.27	\$ 4,917.02	\$ 33.00	\$ 5,544.00	\$ 15.00	\$ 2,520.00
702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	27	\$ 600.00	\$ 16,200.00	\$ 425.00	\$ 11,475.00	\$ 300.00	\$ 8,100.00
712-01	TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 14,500.00	\$ 14,500.00	\$ 42,700.00	\$ 42,700.00

BID TABULATION WESTHAVEN BOULEVARD TRAFFIC SIGNAL (COF CONTRACT NO. 2019-0262)									
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	ENGINEER'S ESTIMATE (2019 TDOT Prices + 20%)		SESSIONS PAVING COMPANY		STANSSELL ELECTRIC COMPANY, INC.	
				UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	31	\$ 29.77	\$ 922.93	\$ 50.00	\$ 1,550.00	\$ 45.00	\$ 1,395.00
712-06	SIGNS (CONSTRUCTION)	S.F.	60	\$ 9.64	\$ 578.16	\$ 15.00	\$ 900.00	\$ 16.00	\$ 960.00
713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00
713-16.01	CHANGEABLE MESSAGE SIGN UNIT	EACH	1	\$ 7,185.74	\$ 7,185.74	\$ 8,500.00	\$ 8,500.00	\$ 9,600.00	\$ 9,600.00
713-16.20	SIGNS (W3-3, 36"x36")	EACH	2	\$ 250.00	\$ 500.00	\$ 450.00	\$ 900.00	\$ 500.00	\$ 1,000.00
713-16.21	SIGNS (W16-15P, 24"x12")	EACH	2	\$ 250.00	\$ 500.00	\$ 450.00	\$ 900.00	\$ 300.00	\$ 600.00
713-16.22	SIGNS (R10-10, 30"x36")	EACH	1	\$ 250.00	\$ 250.00	\$ 450.00	\$ 450.00	\$ 500.00	\$ 500.00
713-16.23	SIGNS (TN-69A, 30"x36")(FLASHING YELLOW ARROW)	EACH	2	\$ 250.00	\$ 500.00	\$ 450.00	\$ 900.00	\$ 400.00	\$ 800.00
713-16.24	ILLUMINATED STREET NAME SIGN	EACH	6	\$ 4,000.00	\$ 24,000.00	\$ 3,600.00	\$ 21,600.00	\$ 3,350.00	\$ 20,100.00
714-01.38	LIGHT POLE RELOCATION	EACH	3	\$ 2,500.00	\$ 7,500.00	\$ 2,500.00	\$ 7,500.00	\$ 3,500.00	\$ 10,500.00
714-06.08	3/C - #10 AWG (STREET LIGHTING WIRING)	L.F.	430	\$ 1.44	\$ 619.20	\$ 2.30	\$ 989.00	\$ 2.00	\$ 860.00
714-09.09	HOLOPHANE MONGOOSE LED LUMINAIRE (MGLED-P2-40K-MVOLT-FT-LT-VH-GRSD)	EACH	2	\$ 1,500.00	\$ 3,000.00	\$ 1,370.00	\$ 2,740.00	\$ 1,000.00	\$ 2,000.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	120	\$ 18.10	\$ 2,171.52	\$ 28.00	\$ 3,360.00	\$ 25.00	\$ 3,000.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	4	\$ 179.42	\$ 717.70	\$ 275.00	\$ 1,100.00	\$ 200.00	\$ 800.00
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	100	\$ 36.70	\$ 3,669.60	\$ 44.00	\$ 4,400.00	\$ 50.00	\$ 5,000.00
716-04.03	PLASTIC PAVEMENT MARKING (4" DOTTED LINE)	L.F.	100	\$ 1.50	\$ 150.00	\$ 2.20	\$ 220.00	\$ 2.00	\$ 200.00
716-08.01	REMOVAL OF PAVEMENT MARKING (LINE)	L.F.	75	\$ 0.68	\$ 51.30	\$ 1.10	\$ 82.50	\$ 1.00	\$ 75.00
716-08.05	REMOVAL OF PAVEMENT MARKING (STOPE LINE)	L.F.	35	\$ 7.48	\$ 261.66	\$ 17.00	\$ 595.00	\$ 13.00	\$ 455.00
716-12.01	ENHANCED FLATLINE THERMO PVMT MRKNG (4IN LINE)	L.M.	0.2	\$ 4,492.36	\$ 898.47	\$ 16,000.00	\$ 3,200.00	\$ 20,000.00	\$ 4,000.00
721-01.06	IRRIGATION SYSTEM (REPAIR)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,750.00	\$ 3,750.00
725-02.79	FIBER SPLICE ENCLOSURE	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 3,125.00	\$ 3,125.00	\$ 1,100.00	\$ 1,100.00
725-08.09	SURGE PROTECTION (POE)	EACH	2	\$ 500.00	\$ 1,000.00	\$ 700.00	\$ 1,400.00	\$ 150.00	\$ 300.00
725-20.94	CCTV CAMERA SYSTEM	EACH	1	\$ 7,500.00	\$ 7,500.00	\$ 13,500.00	\$ 13,500.00	\$ 5,300.00	\$ 5,300.00

BID TABULATION WESTHAVEN BOULEVARD TRAFFIC SIGNAL (COF CONTRACT NO. 2019-0262)									
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	ENGINEER'S ESTIMATE (2019 TDOT Prices + 20%)		SESSIONS PAVING COMPANY		STANSELL ELECTRIC COMPANY, INC.	
				UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)
725-20.94A	AXIS T8129-E OUTDOOR POE EXTENDER	EACH	1	\$ 500.00	\$ 500.00	\$ 4,280.00	\$ 4,280.00	\$ 350.00	\$ 350.00
725-21.31	CAT 5E ETHERNET CABLE (OUTDOOR RATED)	L.F.	370	\$ 1.00	\$ 370.00	\$ 3.10	\$ 1,147.00	\$ 1.00	\$ 370.00
725-21.92	RADAR DETECTION SYSTEM (WAVETRONIX SMARTSENSOR MATRIX)	EACH	4	\$ 5,000.00	\$ 20,000.00	\$ 8,135.00	\$ 32,540.00	\$ 6,600.00	\$ 26,400.00
725-21.93	RADAR DETECTION SYSTEM (WAVETRONIX SMARTSENSOR ADVANCED)	EACH	2	\$ 5,000.00	\$ 10,000.00	\$ 8,135.00	\$ 16,270.00	\$ 7,300.00	\$ 14,600.00
725-23.24	FIBER OPTIC CABLE (12F GATOR PATCH)	L.F.	45	\$ 5.00	\$ 225.00	\$ 3.60	\$ 162.00	\$ 22.00	\$ 990.00
725-23.28	FIBER OPTIC SPLICE FUSION	EACH	4	\$ 60.00	\$ 240.00	\$ 66.00	\$ 264.00	\$ 300.00	\$ 1,200.00
725-28.08	ETHERNET SWITCH	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 3,600.00	\$ 3,600.00	\$ 2,200.00	\$ 2,200.00
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	7	\$ 995.56	\$ 6,968.89	\$ 910.00	\$ 6,370.00	\$ 1,000.00	\$ 7,000.00
730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	1	\$ 1,449.54	\$ 1,449.54	\$ 1,350.00	\$ 1,350.00	\$ 1,600.00	\$ 1,600.00
730-02.30	SIGNAL HEAD ASSEMBLY (130A3 WITH BACKPLATE)	EACH	1	\$ 985.72	\$ 985.72	\$ 910.00	\$ 910.00	\$ 1,100.00	\$ 1,100.00
730-02.31	SIGNAL HEAD ASSEMBLY (140A4F WITH BACKPLATE)	EACH	2	\$ 936.82	\$ 1,873.63	\$ 1,100.00	\$ 2,200.00	\$ 1,200.00	\$ 2,400.00
730-03.20	INSTALL PULL BOX (TYPE A)	EACH	1	\$ 630.60	\$ 630.60	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	5	\$ 587.70	\$ 2,938.50	\$ 550.00	\$ 2,750.00	\$ 650.00	\$ 3,250.00
730-05.01	ELECTRICAL SERVICE CONNECTION (MILBANK MODEL NO. CP3B11110A22SL1)	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 4,685.00	\$ 4,685.00	\$ 4,700.00	\$ 4,700.00
730-05.03	SERVICE CABLE (3 CONDUCTOR, #4 AWG)	L.F.	380	\$ 1.80	\$ 684.00	\$ 4.70	\$ 1,786.00	\$ 6.00	\$ 2,280.00
730-08.01	SIGNAL CABLE - 3 CONDUCTOR	L.F.	1,500	\$ 1.20	\$ 1,800.00	\$ 1.65	\$ 2,475.00	\$ 1.00	\$ 1,500.00
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	615	\$ 1.50	\$ 922.50	\$ 1.95	\$ 1,199.25	\$ 1.20	\$ 738.00
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	1,700	\$ 1.67	\$ 2,835.60	\$ 2.20	\$ 3,740.00	\$ 1.40	\$ 2,380.00
730-11.10	PVC SCH 80 CONDUIT RISER ASSEMBLY	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00
730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F.	70	\$ 13.07	\$ 914.76	\$ 9.00	\$ 630.00	\$ 12.00	\$ 840.00
730-12.03	CONDUIT 3" DIAMETER (PVC)	L.F.	515	\$ 19.08	\$ 9,826.20	\$ 11.00	\$ 5,665.00	\$ 13.00	\$ 6,695.00
730-12.14	CONDUIT 3" DIAMETER (JACK AND BORE)	L.F.	630	\$ 42.00	\$ 26,460.00	\$ 33.00	\$ 20,790.00	\$ 25.00	\$ 15,750.00
730-13.08	EMERGENCY VEHICLE PRIORITY CONTROL SYSTEM (GPS)	EACH	1	\$ 7,500.00	\$ 7,500.00	\$ 10,100.00	\$ 10,100.00	\$ 11,300.00	\$ 11,300.00

BID TABULATION WESTHAVEN BOULEVARD TRAFFIC SIGNAL (COF CONTRACT NO. 2019-0262)									
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	ENGINEER'S ESTIMATE (2019 TDOT Prices + 20%)		SESSIONS PAVING COMPANY		STANSELL ELECTRIC COMPANY, INC.	
				UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)	UNIT PRICE (\$)	EXT. AMOUNT (\$)
730-15.33	CABINET (TS2 TYPE 1 - 16 PHASE BASE MOUNTED WITH UPS)	EACH	1	\$ 20,000.00	\$ 20,000.00	\$ 26,545.00	\$ 26,545.00	\$ 35,300.00	\$ 35,300.00
730-16.14	SIXTEEN PHASE ACTUATED CONTROLLER WITH UPS	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 4,465.00	\$ 4,465.00	\$ 12,500.00	\$ 12,500.00
730-23.30	PEDESTAL POLE (GALVANIZED STEEL)	EACH	2	\$ 2,091.20	\$ 4,182.41	\$ 3,060.00	\$ 6,120.00	\$ 1,950.00	\$ 3,900.00
730-23.96	CANTILEVER SIGNAL SUPPORT (1 ARM @ 50')	EACH	2	\$ 25,000.00	\$ 50,000.00	\$ 22,000.00	\$ 44,000.00	\$ 22,400.00	\$ 44,800.00
730-23.97	CANTILEVER SIGNAL SUPPORT (1 ARM @ 60', 1 LUMINAIRE ARM @ 15')	EACH	1	\$ 35,000.00	\$ 35,000.00	\$ 28,825.00	\$ 28,825.00	\$ 34,000.00	\$ 34,000.00
730-23.98	CANTILEVER SIGNAL SUPPORT (1 ARM @ 65', 1 LUMINAIRE ARM @ 15')	EACH	1	\$ 40,000.00	\$ 40,000.00	\$ 29,185.00	\$ 29,185.00	\$ 34,500.00	\$ 34,500.00
730-26.05	COUNTDOWN PEDESTRIAN SIGNAL	EACH	2	\$ 1,500.00	\$ 3,000.00	\$ 1,385.00	\$ 2,770.00	\$ 1,400.00	\$ 2,800.00
797-07.13	60-INCH MANHOLE, >4' - 6' DEPTH	EACH	1	\$ 14,100.00	\$ 14,100.00	\$ 7,500.00	\$ 7,500.00	\$ 11,200.00	\$ 11,200.00
797-07.56	MANHOLE DROP CONNECTION ASSEMBLY	EACH	1	\$ 4,342.31	\$ 4,342.31	\$ 2,000.00	\$ 2,000.00	\$ 1,950.00	\$ 1,950.00
801-03	WATER (SEEDING & SODDING)	M.G.	1	\$ 38.68	\$ 38.68	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00
803-01	SODDING (NEW SOD)	S.Y.	200	\$ 4.31	\$ 861.60	\$ 15.00	\$ 3,000.00	\$ 11.00	\$ 2,200.00
W1	CUT AND CAP EXISTING 12" RECLAIMED WATER LINE	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,800.00	\$ 4,800.00
U1	UTILITY RECORD DRAWINGS	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,700.00	\$ 2,700.00
PC	PROJECT CONTINGENCY	DOLL	50,000	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
TOTAL(S):					\$ 559,939.76		\$ 591,322.75		\$ 634,454.00

I hereby certify that, to the best of my knowledge, this is a true and correct record with all errors and extension of unit price(s) corrected.


 Signature
 Jonathan Marston
 Printed Name
 Assistant Director of Engineering
 Title
 September 19, 2019
 Date

September 2019 Capital Projects Status Report

(Transportation, Stormwater, and Parks)

Transportation

Mack Hatcher Parkway Northwest Extension (SR-96 West to Hillsboro Road)	
Project Mngr:	Project Managed by TDOT (COF Liason: Abby Gambill)
Schedule:	DESIGN: Start – August 14, 2007, End– October 2018 (Re-Design); ROW: Start – December 2009, End – November 2018; CONSTRUCTION: Bid – December 7, 2018, End – November 30, 2021* <i>*Denotes Estimated Date</i>
Cost:	DESIGN: \$3,502,501; ROW: \$13,397,520 (Provided by TDOT); CONSTRUCTION: \$45,122,600 (Provided by TDOT) <i>Note: City of Franklin Funding Commitment of \$5,000,000</i>
Status Update:	Construction is on-going.

SR-96 West Multi-Use Trail (Vera Valley Drive to 5 TH Avenue North)	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start- November 2016, End – June 2019*; ROW: Start – April 2018, End – September 30, 2019*; CONSTRUCTION: Bid – October 1, 2019*, Start – January 2, 2019*; End – December 31, 2020* <i>*Denotes Estimated Date</i>
Cost:	DESIGN: \$167,538; ROW: \$600,000 (Estimated); CONSTRUCTION: TBD
Status Update:	Plans are submitted to TDOT's Excess Land Committee and will be voted on September 25, 2109. The project will be advertised for construction as soon as TDOT issues the Notice to Proceed.

Westhaven Boulevard Traffic Signal	
Project Mngr:	Adam Moser
Schedule:	DESIGN: Start- October 2018, End – August 20, 2019; CONSTRUCTION: Bid – August 25, 2019, Start – October 15, 2019*, End – August 31, 2020* <i>*Denotes Estimated Date</i>
Cost:	CONSTRUCTION: \$591,322.75 (Bid Price)
Status Update:	The project was advertised for construction bid on Sunday, August 25 th . The bid opening was held on September 17 th . A resolution to award the construction contract to the low bidder is on the September CIC agenda.

Transportation (continued)

Franklin Road Corridor (Streetscape) Improvements (Harpeth River Bridge to Harpeth Industrial Court)	
Project Mngr:	William Banks
Schedule:	DESIGN: Start- January 2015, End – July 31, 2019; ROW: Start – April 2018, End – December 31, 2019*; CONSTRUCTION: Bid – December 1, 2019*, Start – February 15, 2020*, End – June 31, 2022* <i>*Denotes Estimated Date</i>
Cost:	TOTAL: \$14,300,000 (Estimated)
Status Update:	Final design updates are complete. Permits are being acquired. Easement acquisitions are being finalized. Final condemnation cases will be sent to Law for filing in September.

East McEwen Drive Roundabout Modifications	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start – March 2017, End– February 2019; ROW: Start – November 2018, End – April 30, 2019; CONSTRUCTION: Start – June 18, 2019, End – February 13, 2020* <i>*Denotes Estimated Date</i>
Cost:	DESIGN: \$154,405; ROW: \$90,670 CONSTRUCTION: \$1,324,963 (Bid Price)
Status Update:	Work has begun with the contractor focusing attention on required utility relocations.

East McEwen Drive Phase 4 Improvements (Cool Springs Boulevard to Wilson Pike)	
Project Mngr:	David Hodnett
Schedule:	ENVIRONMENTAL: Start – June 2017, End – November 2018; DESIGN: Start – April 2015, End – August 12, 2019; ROW: Start – September 15, 2019*, End – May 30, 2020*; CONSTRUCTION: Bid – June 1, 2020*, Start – June 1, 2020*, End – June 30, 2023* <i>*Denotes Estimated Date</i>
Cost:	ENVIRONMENTAL: \$102,000; DESIGN: \$1,587,000 (Preliminary - \$497,000; Final - \$1,090,000); ROW: \$5,000,000 (Preliminary Estimate) CONSTRUCTION: \$29,057,000 (Preliminary Estimate)
Status Update:	PSAs for appraisal and review appraisals were approved at the September 10 th BOMA meeting. Plans have been sent to TDOT for review and approval. Appraisal work will begin shortly.

Transportation (continued)

Columbia Avenue Widening & Improvements (Mack Hatcher Parkway to Downs Boulevard)	
Project Mngr:	William Banks
Schedule:	ENVIRONMENTAL: Start - February 9, 2016, End – February 2018; DESIGN: Start – January 2019, End – December 31, 2019*; ROW: Start– March 1, 2020*, End – October 31, 2021*; CONSTRUCTION: Bid – January 1, 2022*, Start – March 1, 2022*, End – March 31, 2024* <i>*Denotes Estimated Date</i>
Cost:	ENVIRONMENTAL: \$927,668; DESIGN: \$750,000; ROW: TBD; CONSTRUCTION: TBD
Status Update:	Preliminary plans were recently approved by TDOT. The designer is continuing work toward the completion of right-of-way and construction plans (by end of 2019).

Intersection Improvements at Mallory Lane and Liberty Pike	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start – February 14, 2017, End – August 31, 2020*; ROW: Start – September 1, 2020*, January 31, 2021*; CONSTRUCTION: Bid – February 1, 2021*, Start – April 1, 2021*, End – May 31, 2022*
Cost:	DESIGN: \$229,965; ROW: TBD; CONSTRUCTION: TBD
Status Update:	The PSA for design of the roundabouts was approved at the September 10 th BOMA meeting. A design kick-off meeting is scheduled for Monday, September 23 rd . Design is expected to take 1 year.

Stormwater

Jordan Branch of Spencer Creek (Cool Springs East) Stream Restoration	
Project Mngr:	Jeff Willoughby
Schedule:	DESIGN: Start – May 26, 2015, End – June/July 2018; ROW: May 2018; CONST. (Phase 1): TBD; CONST. (Phase 2): TBD <i>*Denotes Estimated Dates</i>
Cost:	DESIGN: \$113,445; CONSTRUCTION: \$750,000 (Estimated)
Status Update:	Staff is partnering with the HOA to move this project forward.

Parks

Southeast Municipal Complex (Park)	
Project Mngr:	David Hodnett
Schedule:	PLANNING: Start – June 2017, End – August 2018; DESIGN: Start – June 6, 2019, End – June 30, 2020* <i>*Denotes Estimated Date</i>
Cost:	PLANNING: \$396,046; DESIGN: \$1,356,656; CONSTRUCTION: TBD
Status Update:	Designs for the park and the entry bridge are underway.

Southeast Municipal Complex (Lockwood Parcel)	
Project Mngr:	David Hodnett
Schedule:	DESIGN: June 7, 2019, End – June 30, 2020* (<i>Dam Rehab Design Only</i>) CONSTRUCTION: TBD
Cost:	DESIGN: \$602,300 (<i>Dam Improvements Only</i>) + TBD (<i>Final Design</i>) ROW: \$500,000; CONSTRUCTION: TBD
Status Update:	The design of the dam rehabilitation is underway.

Reconstruction of Tennis Courts at Jim Warren Park	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start – June 2018, End – January 2019; CONSTRUCTION: Bid – February 2019, Start – April 22, 2019, End – October 15, 2019* <i>*Denotes Estimated Dates</i>
Cost:	DESIGN: \$74,575; CONSTRUCTION: \$1,000,416.20
Status Update:	Change Order #1 was approved at the September 10 th BOMA meeting. Work is on-hold for asphalt surface to cure prior to application of tennis court coating and installation of equipment.



HISTORIC
FRANKLIN
TENNESSEE

DATE: September 13, 2019

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Patricia McNeese, Utilities Engineer II

SUBJECT: Water and Sewer Projects Status Report

Purpose

The purpose of this memo is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of some of the City's water and sewer projects.

Project Status

- A. Spencer Creek Basin - South Prong Interceptor Upgrade
Project Description: Replacement of approximately 3,827 linear feet of 36-inch sanitary sewer line and 836 linear feet of 8-inch sanitary sewer line along South Prong from east of Mallory Lane to north of Cool Springs Boulevard
Key Dates: Design Start - April 23, 2013; Design Completion – February 2017*; Easement Acquisition - TBD; Construction - Not Funded
*Denotes Estimated Date
Cost: Design - \$337,000.00; Easement - Not Funded; Construction - Not Funded
Funding Source: Design - Sewer Fund; Easements - TBD; Construction - TBD
Status Update: Based on the approved sanitary sewer availabilities for projects upstream from the sanitary sewer crossing at I-65, the scope of this project may need to expand to include a portion of the sanitary sewer east of I-65. The engineering consultant has submitted a proposal on an expanded study on the east side of I-65. Staff is currently working with the engineering consultant on the scope and cost of the proposal.
- B. Spencer Creek at Franklin Road Sewer
Project Description: Replacement and relocation of approximately 1,462 linear feet of 36-inch sanitary sewer line, 717 linear feet of 12-inch sanitary sewer line and 362 linear feet of 8-inch sanitary sewer line along Spencer Creek from CSX Railroad to northwest of Franklin Road and south of the First United Methodist Church; replacement of 175 linear feet of 8-inch sanitary sewer along the rear of PF Chang's on Cool Springs Boulevard



Key Dates: Design Start - March 11, 2014; Design Completion - June 2015; Easement Acquisition Start - September 2015; Easement Acquisition Completion – September 2019*; Bid Date: November 2019*; Construction Start – January 2020*; Construction Completion – September 2020*

*Denotes Estimated Date

Cost: Design - \$40,000.00; Construction - TBD

Funding Source: Design - Sewer Fund

Status Update: The existing 36-inch diameter sanitary sewer pipe has been CCTV-ed and determined to be a candidate for cured-in-place lining. The easement negotiation with the First United Methodist Church has been concluded; it will be signed and recorded upon receipt of the revised document from Law. The amendment to the existing PSA to do the update to the existing plans for this project is on the September CIC agenda.

C. Old Carters Creek Water Line Improvements

Project Description: Replacement of 2,100 linear feet of 8-inch water line along Old Carters Creek Pike from intersection of Old Carters Creek Pike and Carters Creek Pike to 164 Old Carters Creek Pike then along Hatcher Spring Creek to Carters Creek Pike then east to the water line in Bradford Drive

Key Dates: Design Start - May 12, 2015; Design Completion - July 2017; Easement Acquisition Start - August 2017; Easement Acquisition Completion – December 2019*; Construction - to be completed in-house by Water Management Department staff

*Denotes Estimated Date

Cost: Design - \$101,278.00; Easements - TBD; Construction - TBD (Materials Only)

Funding Source: Design and Easements - Water Operating Fund

Status Update: This project will be constructed in two phases with the entire job being designed now. The Water Management Department plans to begin Phase 1 after the start of the new fiscal year.

D. Henpeck Lane Sanitary Sewer Project

Project Description: Installation of 5,095 linear feet of 12-inch sanitary sewer line and 1,350 linear feet of 8-inch sanitary sewer line along a tributary of Five Mile Creek from Ellington Drive to Henpeck Lane

Key Dates: Design Start - July 2017; Design Completion - August 2018*; ROW/Easement Start - February 2018*; ROW/Easement End - December 2018*; Construction Start – June 2019*; Construction End – July 2020*;

*Denotes Estimated Dates

Cost: Design - \$176,000; ROW/Easement/Contracts - \$374,000.00; Construction - \$2,953,238.00

Status Update: The open cut across Five Mile Creek has been completed. The pilot hole for the bore under Lewisburg Pike has been completed. Construction on the west side of Lewisburg Pike is almost complete. The contractor is working on the installation of sewer on Tract 3 and will



continue moving towards Lewisburg Pike. Ellington Drive will be closed in the upcoming weeks to install the sewer across it.

E. Water Reclamation Facility Modifications Project

Project Description: Extensive upgrades to the existing sanitary sewer treatment plant, including new headworks structures, equalization basin, odor control systems, biological nutrient removal basin splitter box, improvements to the reclaimed water pump station, onsite piping improvements, two-channel ultraviolet disinfection system, alum storage and feed system and a new solids treatment facility

Key Dates: Design Start - February 12, 2013; Design Completion - May 2018; Construction Start - November 2018; Construction End - October 2021;

*Denotes Estimated Dates

Cost: Design - \$ 7,806,980.00; Construction - \$132,890,000.00

Status Update: The base slab of the 10 million gallon equalization basin has been poured. The headworks structure and new electrical building are under construction, in addition to the base slab of the new solids building. The modifications to the oxidation basin #2 have begun and repair of the spalled concrete and demolition has begun.

F. Holiday Court Pump Station Project

Project Description: Upgrade of the existing pump station at the end of Holiday Court and the 6-inch force main

Key Dates: Design Start - January 10, 2017; Design Completion - December 2017; Easement Acquisition Start - April 2018; Easement Acquisition Complete – February 2019*; Bid Date – October 2019; Construction Start – December 2019*; Construction End – June 2020*

*Denotes Estimated Dates

Cost: Design - \$89,569.00; Easements - \$18,000.00; Construction - est. \$564,000.00

Status Update: Continuing to work on the bid documents to incorporate comments from Law Department.

G. Redwing Farms Reclaimed Water Line Project

Project Description: Upsize of the existing reclaimed water line from an 8-inch to a 12-inch from the Redwing Farms wastewater pump station to the connection at Berry Farms. The WMD Service Division will be performing the construction on the line.

6 inch force main

Key Dates: Design Start – July 2019; Design Completion – August 2019; Construction Start – September 2019; Construction End – February 2020*

*Denotes Estimated Dates

Cost: Construction – materials \$146,463.00

Status Update: Work will begin next week on the construction of the line. The crews will start at the Redwing Pump Station and work down toward the Berry Farms connection.



H. Redwing Farms Reclaimed Water Booster Station Project

Project Description: Design and construction of a new reclaimed water booster pump station on the Redwing Farms wastewater pump station site.

Key Dates: Design Start – October 2019*; Design Completion – March 2020; Bid Date – April 2020*; Construction Start – May 2020*; Construction End – January 2021*

*Denotes Estimated Dates

Cost: Design - \$150,000.00; Construction - est. \$400,000.00

Status Update: Working through getting a proposal from the consultant to begin the design for this work.