



City of Franklin

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

Meeting Agenda Capital Investment Committee

Wednesday, September 24, 2014

4:00 PM

Board Room

Citizen Comment

Approval of Minutes

Other Business

1. [14-444](#) Consideration Of A Request For Water Availability Approval For 305 General NB Forrest Dr (Map 270, Group B, Parcel 14)

Sponsors: David Parker
Attachments: [Battlewood Estates - 305 General NB Forrest Dr - Water Request](#)
2. [14-445](#) Consideration Of A Request For Water Availability Approval For 318 Jeb Stuart Dr (Map 270, Group B, Parcel 9.03)

Sponsors: David Parker
Attachments: [Battlewood Estates - 318 Jeb Stuart Dr - Water Request.doc](#)
3. [14-446](#) Consideration Of A Request For Water Availability Approval For 338 Jeb Stuart Dr (Map 270, Group B, Parcel 12)

Sponsors: David Parker
Attachments: [Battlewood Estates - 338 Jeb Stuart Dr - Water Request.doc](#)
4. [14-447](#) Consideration Of A Request For Water Availability Approval For A Parcel On General JB Hood Dr (Map 270, Group A, Parcel 13)

Sponsors: David Parker
Attachments: [Battlewood Estates - property on General JB Hood Dr - Water Request.doc](#)
5. [14-448](#) Consideration Of Purchase Of Right-Of-Way And Easements For Carothers Parkway (Gap Section) From Ladd Park

Sponsors: David Parker
Attachments: [CAROTHERS GAP ROW AND EASEMENT PURCHASE](#)

6. [14-449](#) Consideration Of Amendment No. 1 COF Contract No. 2014-0118 With Cannon & Cannon, Inc. For The Murfreesboro Road (Sr96) Sidewalk Project For An Amount Not To Exceed \$9,600
- Sponsors:** David Parker
- Attachments:** [COF 2014-0118_96ESidewalk - Amendment 1](#)
[COF 2014-0118_96ESidewalk - Amendment 1 Exhibit A](#)
7. [14-450](#) Consideration Of A Professional Services Agreement (COF Contract No. 2014-0209) With EG&G (A Division Of Ct Consultants, Inc) For The Preparation Of Final Plans And Specifications For The Franklin Road Corridor Improvements Project, From The Harpeth River Bridge To Harpeth Industrial Court, For An Amount Not To Exceed \$136,400.00
- Sponsors:** David Parker
- Attachments:** [COF 2014-0209 Franklin Road Corridor Final Design-PSA 09-24-14](#)
[COF 2014-0209 Franklin Road Corridor Proposal - EXHIBIT A 09-24-14](#)
8. [14-451](#) Consideration Of A Professional Services Agreement (COF Contract 2014-0248) With Gresham Smith And Partners For Right Of Way Plan Revisions Associated With The Franklin Road Project, From 1700 Feet South Of Moores Lane (SR 441) To Concord Road (SR 253), For A Lump Sum Fee OF \$7,000
- Sponsors:** David Parker
- Attachments:** [COF 2014-0248 Franklin Road Plan Revision Scope Exhibit A](#)
[08b COF 2014-0248 GSP PSA Franklin Road Plan Revision.pdf](#)
9. [14-452](#) Consideration Of Ordinance 2014-31, "An Ordinance To Amend Title 16 Of The City Of Franklin Municipal Code To Revise Requirements Associated With Temporary Street Closures" (09/24/14 CIC; 10/28/14 BOMA 8-0) SECOND AND FINAL READING
- Sponsors:** David Parker
- Attachments:** [ORDINANCE 2014-31 Traffic Control Final 9-12-14.docx](#)
10. [14-454](#) Consideration Of Resolution 2014-70, A Resolution Declaring Certain Right-Of-Way Located Between Lot 9 And Lot 10 As Shown On The Heath Place At Franklin Section 1, Phase 2 Plat As Surplus
- Sponsors:** David Parker
- Attachments:** [Res 2014-70 Excess ROW Heath Place RES](#)
[Res 2014-70 Excess ROW Heath Place Exhibit A](#)

11. [14-455](#) Consideration Of A Request For Water Availability Approval For 208 General JB Hood Dr. (Map 270, Group B, Parcel 9.0)
Sponsors: David Parker
Attachments: [Battlewood Estates - 208 General JB Hood Dr - Water Request](#)
12. [14-461](#) Stormwater CIP Status
Sponsors: Engineering
13. [14-462](#) CIP Project Status - Street projects
Sponsors: Paul Holzen
Attachments: [12 Status Reports - Streets.pdf](#)
14. [14-463](#) CIP Status - Water & Sewer
Sponsors: Engineering
Attachments: [13 Status Report.pdf](#)
15. [14-464](#) CIP Project Status - Stormwater
Sponsors: Engineering
Attachments: [14 Status Reports - Stormwater.pdf](#)

Adjournment

ANYONE REQUESTING ACCOMODATIONS DUE TO DISABILITES SHOULD CONTACT A.D.A. COORDINATOR, AT 550-5721 AT LEAST 10 DAYS PRIOR TO THE MEETING, IF POSSIBLE.



In County

Request for Water and/or Sewer Availability & Associated Costs

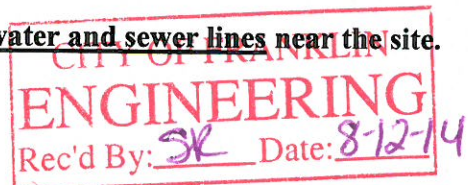
Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:	☒ Water Only ☐ Sewer Only ☐ Water & Sewer
Project Name	Battlewood Estates
Subdivision, Section, Lot #	Battlewood Estates, Section 1, lot 172
Map & Parcel #	0270B014.00 Map 0270 Parcel B01400
Property Address	305 General NB Forrest Drive
Existing Zoning	N.C.
City Project # (If Applicable)	
Anticipated sewage flows in Single Family Unit Equivalents (SFUEs). 1 SFUE = 350 GPD.	
Anticipated Water Meter Size	3/4"
Applicant's Name & Company	Reese L. Smith IV Haury & Smith Contractors
Applicant's Address	7065 Moores Lane Brentwood, TN 37027
Applicant's Email	reesesmith44@gmail.com
Applicant's Phone #	(615) 351-5877

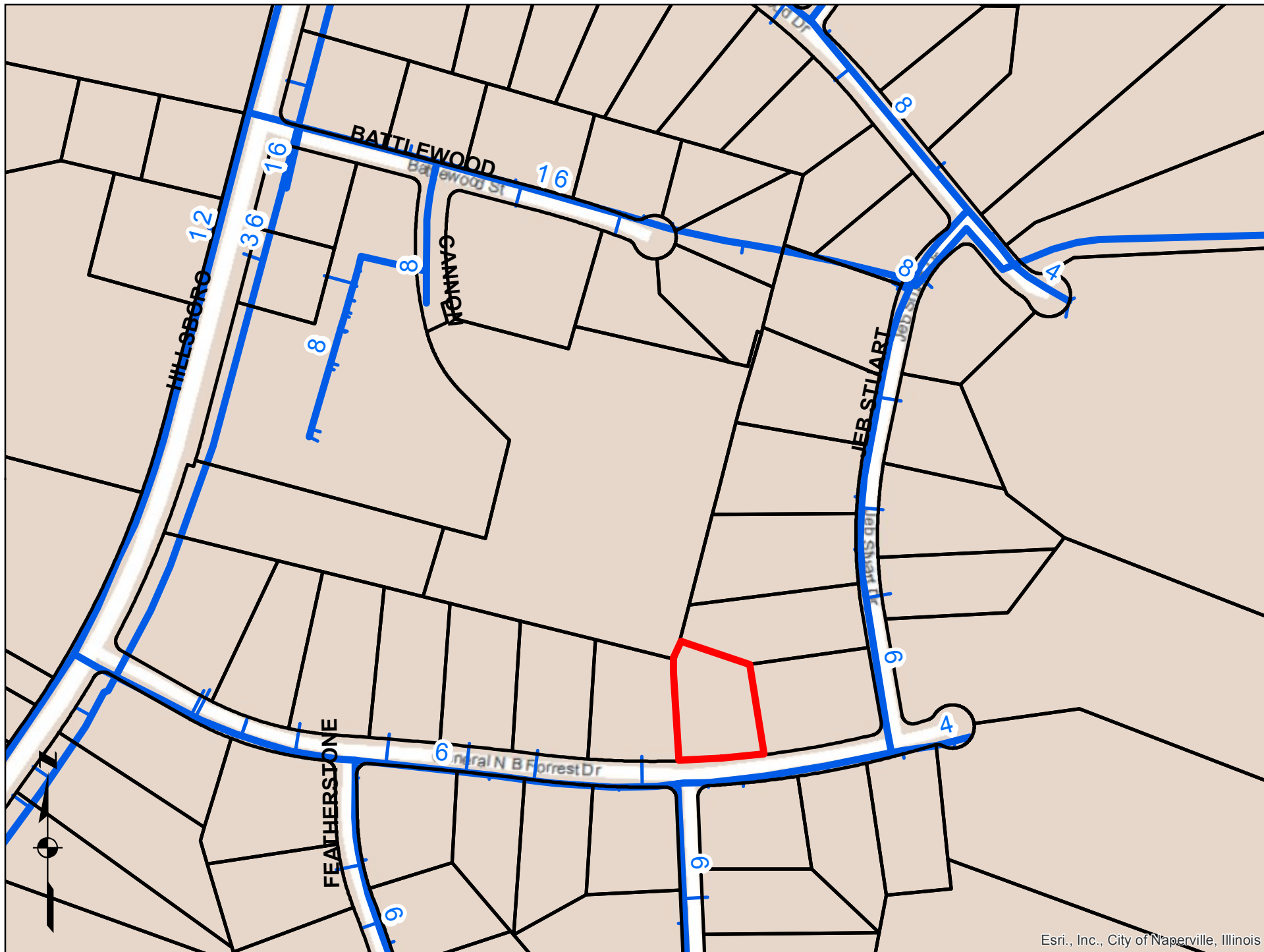
* MUST submit a preliminary plan with site map, including existing water and sewer lines near the site.

Apply to:

Katie Rubush, P.E. – Engineer II
City of Franklin Engineering Department
109 3rd Ave South
Franklin, TN 37065



Date Submitted: _____





In County

Request for Water and/or Sewer Availability & Associated Costs

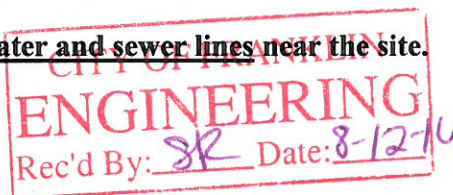
Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:	☒ Water Only ☐ Sewer Only ☐ Water & Sewer
Project Name	Battlewood Estates
Subdivision, Section, Lot #	Battlewood Estates, section 1B, lot 4
Map & Parcel #	0270B009.03 Map 0270 Parcel B00903
Property Address	318 Jeb Stuart Dr. 318 Jeb Stuart Dr.
Existing Zoning	N.C.
City Project # (If Applicable)	
Anticipated sewage flows in Single Family Unit Equivalents (SFUEs). 1 SFUE = 350 GPD.	
Anticipated Water Meter Size	3/4"
Applicant's Name & Company	Reese Smith IV Haurly & Smith Contractors
Applicant's Address	7065 Moores Lane Brentwood, TN 37027
Applicant's Email	reesesmith44@gmail.com
Applicant's Phone #	(615) 351-5877

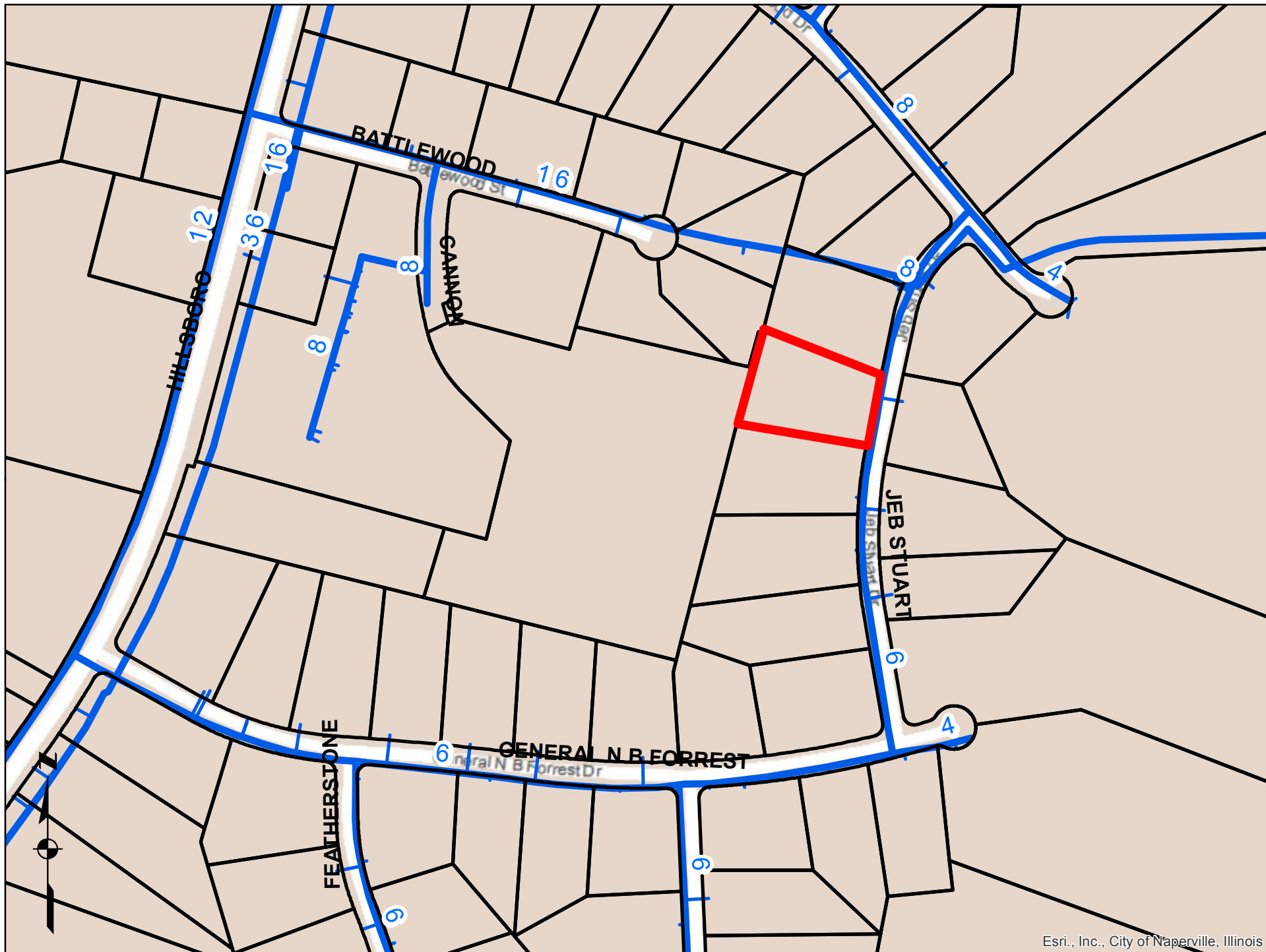
* MUST submit a preliminary plan with site map, including existing water and sewer lines near the site.

Apply to:

Katie Rubush, P.E. – Engineer II
City of Franklin Engineering Department
109 3rd Ave South
Franklin, TN 37065



Date Submitted: _____





Request for Water and/or Sewer Availability & Associated Costs

In County

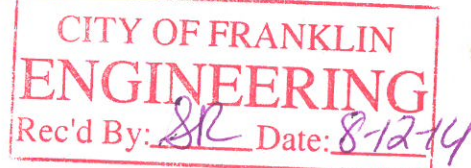
Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:	☒ Water Only ☐ Sewer Only ☐ Water & Sewer
Project Name	Battlewood Estates
Subdivision, Section, Lot #	Battlewood Estates, Section 1, Lot #174
Map & Parcel #	0270B012.00 Map 0270 Parcel B01200
Property Address	338 Jeb Stuart Drive Franklin, TN 37069
Existing Zoning	N.C.
City Project # (If Applicable)	
Anticipated sewage flows in Single Family Unit Equivalents (SFUEs). 1 SFUE = 350 GPD.	
Anticipated Water Meter Size	3/4"
Applicant's Name & Company	Reese Smith IV Hawry & Smith Contractors
Applicant's Address	7065 Moores Lane Brentwood, TN 37027
Applicant's Email	reesesmith44@gmail.com
Applicant's Phone #	(615) 351-5877

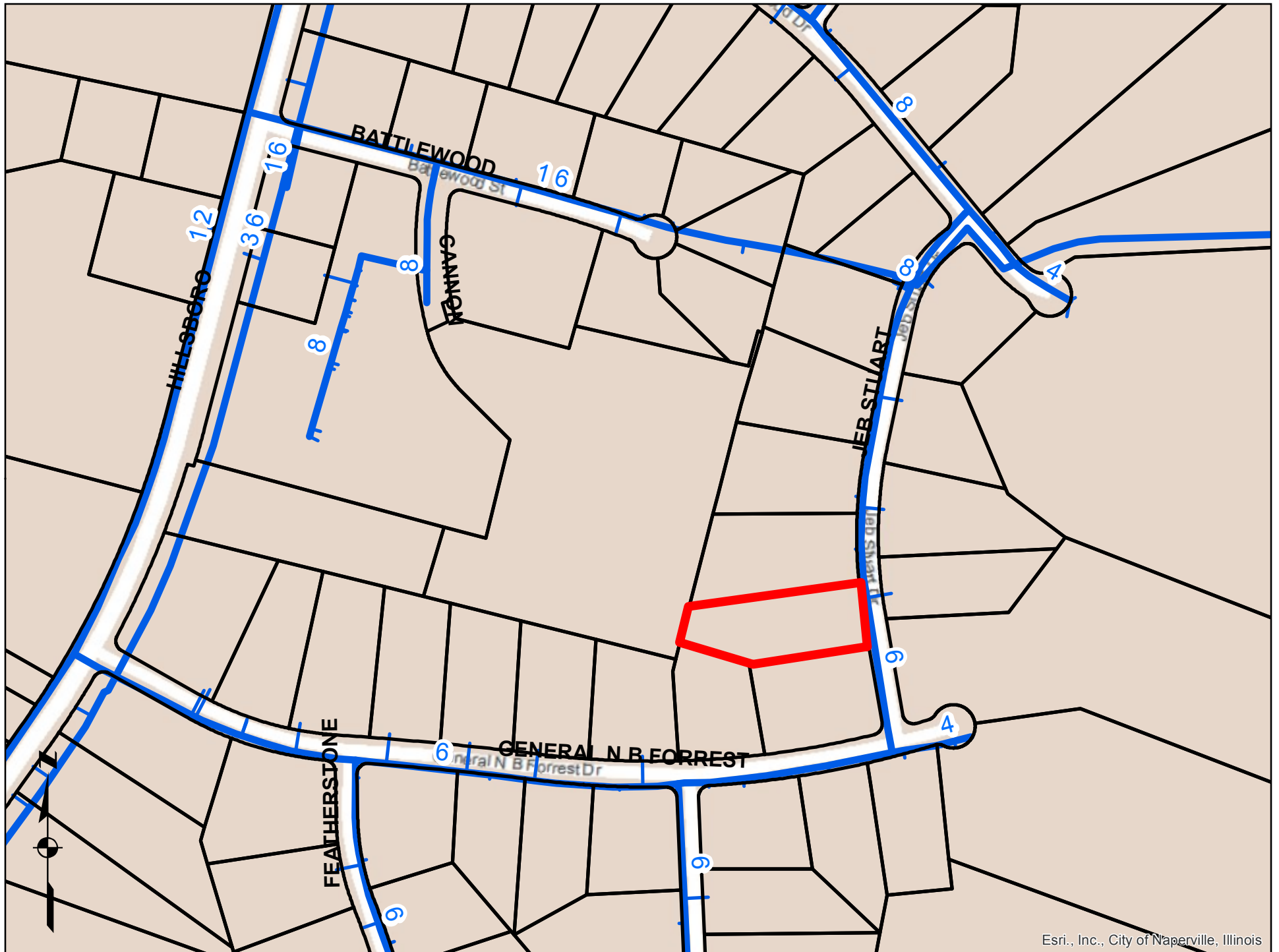
* MUST submit a preliminary plan with site map, including existing water and sewer lines near the site.

Apply to:

Katie Rubush, P.E. – Engineer II
City of Franklin Engineering Department
109 3rd Ave South
Franklin, TN 37065



Date Submitted: _____





Request for Water and/or Sewer Availability & Associated Costs

In County

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:	☒ Water Only ☐ Sewer Only ☐ Water & Sewer
Project Name	Battlewood Estates
Subdivision, Section, Lot #	Battlewood Estates, section 1, lot #14
Map & Parcel #	0270A013.00
Property Address	General JB Hood Drive
Existing Zoning	N.C.
City Project # (If Applicable)	
Anticipated sewage flows in Single Family Unit Equivalents (SFUEs). 1 SFUE = 350 GPD.	
Anticipated Water Meter Size	3/4"
Applicant's Name & Company	Reese Smith IV Havry & Smith Contractors
Applicant's Address	RESE SMITH IV 7065 Moores Lane Brentwood TN 37027
Applicant's Email	reesesmith44@gmail.com
Applicant's Phone #	(615) 351-5877

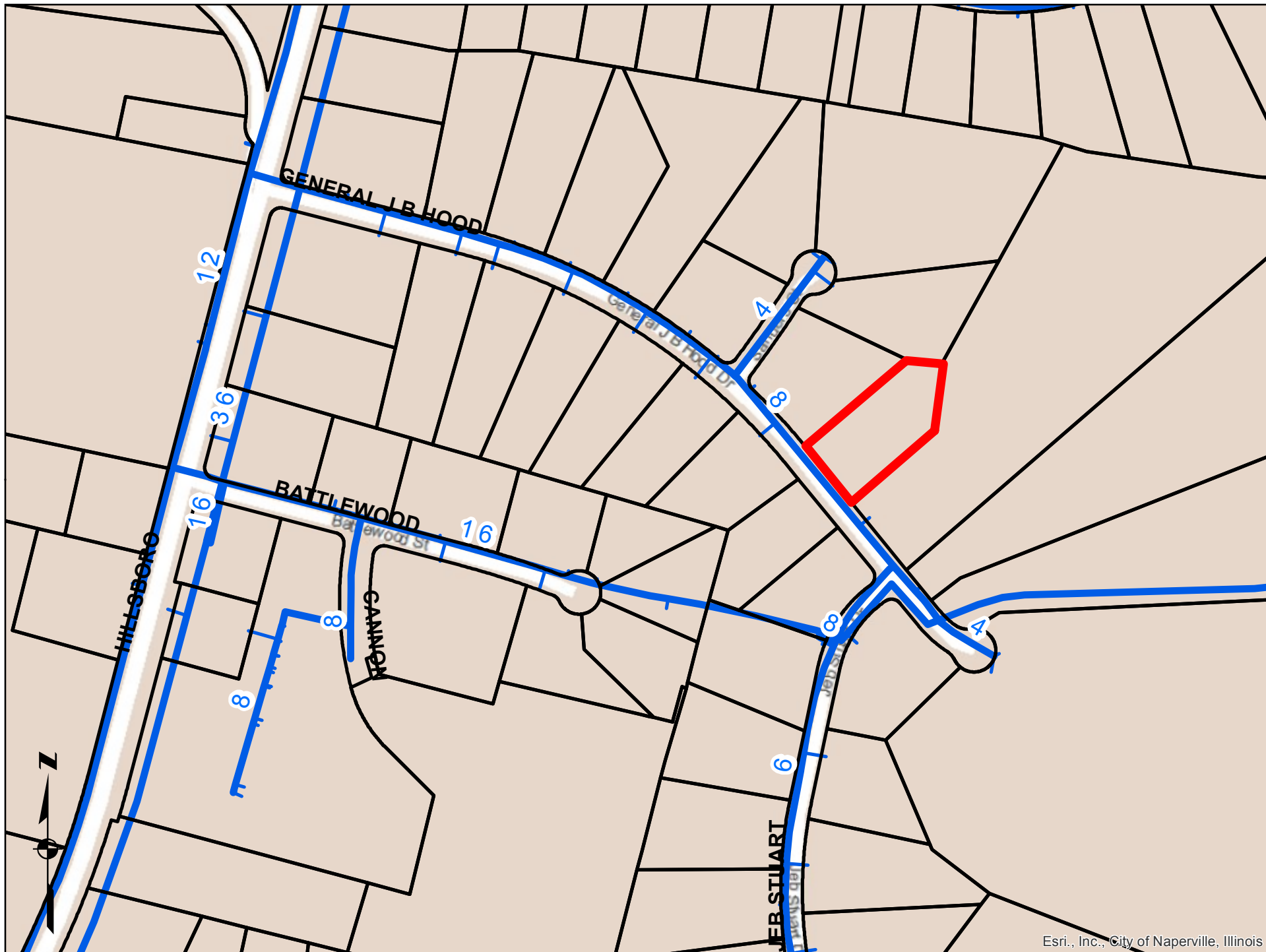
* MUST submit a preliminary plan with site map, including existing water and sewer lines near the site.

Apply to:

Katie Rubush, P.E. – Engineer II
City of Franklin Engineering Department
109 3rd Ave South
Franklin, TN 37065

CITY OF FRANKLIN
ENGINEERING
Rec'd By: SK Date: 8-12-14

Date Submitted: _____





MEMO

To: Ben Worley, City of Franklin ROW Agent

From: Paul Arnold

RE: Cost for Carothers Right of Way Acquisition

Date: August 14, 2014

The following is a cost breakdown of Trillium's acquisition of the right of way for the Carothers Parkway gap section of 8.05 acres from the Ladd Estate:

Purchase Price -	\$355,437.79
Attorney Fees -	\$ 1,185.00
Administration Fees	\$ 500.00
Total	\$357,122.79

Ben Worley

From: Paul Collins <pcollins@sullivanengineering.com>
Sent: Tuesday, September 09, 2014 10:40 AM
To: Ben Worley
Cc: 'Paul Arnold'; Paul Holzen
Subject: RE: Carothers Gap - Property Acquisition
Attachments: Carothers Gap Cost for ROW.pdf

Ben, what I would expected is per the attached PDF, which does not include the PDE at a cost of \$2,277.89. Please note that what Paul actually purchased is 358 short of what is being acquired by the city. I would attribute this to rounding and therefore have not accounted for the difference in the calculations below. The financial difference would be an increase of \$365.16 to the total compensation, which would account for the difference in Paul's acquisition 8.05 acres, compared to the City acquisition documents 8.0582 acres.

8.05 Acre Purchase Price	\$355,437.79
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Attorney Fees	\$1,185.00
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Administration Fees	\$500.00
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Total	\$357,122.79
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Cost per Square Foot	\$1.02
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Permanent Drainage Easement	3441.00	S.F.
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65% of cost per square foot	\$0.66
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Permanent Drainage Easement Compensation	\$2,277.89
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Total Compensation	\$359,400.68
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Paul Collins
Sullivan Engineering, Inc.
(615) 642-5822

-----Original Message-----

From: Ben Worley [mailto:ben.worley@franklintn.gov]
Sent: Tuesday, September 09, 2014 10:09 AM
To: Paul Collins
Cc: 'Paul Arnold'; Paul Holzen
Subject: Re: Carothers Gap - Property Acquisition



CHICAGO TITLE INSURANCE COMPANY

Chicago Title Insurance Company

6840 Carothers Parkway, Suite 200

Franklin, TN 37067

Phone: 615-224-7400

PURCHASER'S FINAL STATEMENT

SETTLEMENT DATE:: June 11, 2014

ORDER NO.: 1411956BCTN

CUSTOMER REF: TEDEAN/NSH NASHVILLE

PURCHASER: Tedean, L.P., a Tennessee limited
partnership
Trillium Ventures, Inc. 317 Main St. Ste 201
Franklin, TN 37064

SELLER: Dr. Steve Ladd and Bob Bowen, Co-Executors of
the Estate of Alfred S. Ladd, deceased

PROPERTY: 8.0582 acres Section G, Highlands of Ladd Park, Franklin, TN, County of: Williamson

Purchase Price\$354,561.00

Plus: Charges

Filing Fees to Williamson County Register\$1,411.88

Warranty Deed\$100.00

Transfer Tax on \$354,561.00\$1,311.88

Total Charges.....\$1,411.88

Gross Amount Due from Purchaser.....\$355,972.88

Less: Credits

2014 Prorated City of Franklin TaxesFrom 1/1/2014 thru 6/11/2014\$5.14

2014 Prorated County of Williamson TaxesFrom 1/1/2014 thru 6/11/2014\$29.95

Total Credits.....\$35.09

Balance Due From Purchaser\$355,937.79

This Final Statement, which I have prepared, is a true and accurate account of this transaction. I have caused or will cause funds to be disbursed in accordance with this statement.

Purchaser understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for the current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller directly.

Funds Held in Escrow:

When the Company has funds remaining in escrow over 60 days after either close of escrow or estimated close of escrow, the Company shall impose a monthly holding fee of \$25 that is to be charged against the funds held by the Company. If a balance still exists after 6 months, all remaining funds will be escheated to the state.

Fees incurred shall be deducted from the amount held until they are disbursed or are escheated to the state. In the event the amount of the fee(s) incurred is more than the amount of the funds held in escrow, then the amount of the funds remaining in the file shall be considered payment in full of the fees due.

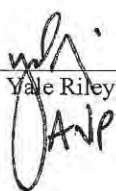
The undersigned hereby authorizes Chicago Title Insurance Company to make expenditure and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement.

Escrow Agent:

Purchaser:

Chicago Title Insurance Company

Tedean, L.P., a Tennessee limited partnership

By: 
Name: Yale Riley
Title: 

by: Trillium Ventures, Inc., its General Partner

by: , its President

BK: 6209 PG: 259-271

14021568

Prepared by:

Yale Riley
Chicago Title Insurance Company
6840 Carothers Parkway, Suite 200
Franklin, TN 37067

13 PGS:AL-DEED	
344444	06/18/2014 - 09:04 AM
BATCH	344444
MORTGAGE TAX	0.00
TRANSFER TAX	1311.88
RECORDING FEE	65.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	1379.88

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS

Address of New Owner and Send Tax Bills to:
Tedeau, L.P., a Tennessee limited partnership
317 Main Street, Suite 201
Franklin, TN 37064

Map No. 106
Part of Parcel No. 181

CO-EXECUTORS' DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 (\$10.00) Dollars, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby expressly acknowledged, we, **DR. STEVE LADD AND BOB BOWEN, CO-EXECUTORS OF THE ESTATE OF ALFRED S. LADD, DECEASED**, (Grantors), in accordance with the provisions of TCA Sec. 66-4-104, et seq., and pursuant to the power and authority given to said Grantors under the Last Will and Testament of said decedent as of record in Will Book 75, pages 789-796, Probate Division of the Chancery Court of Williamson County, Tennessee, have bargained and sold and by these presents do hereby transfer and convey unto **Tedeau, L.P. a Tennessee limited partnership**, (Grantee), its successors and assigns, the following described tract or parcel of land situated in Williamson County, Tennessee, to-wit:

See Exhibit A attached hereto

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever.

And Grantors covenant with said Grantee that as Co-Executors they have good right to convey said property and that the same is unencumbered except by taxes for the year 2014, which will be prorated as of the date of this deed and paid by Grantee when due; any Roll-Back taxes which will be paid by Grantee when due; applicable zoning ordinances and building regulations; all matters shown on the survey prepared by Michael R. Williams, RLS No. 1906, HFR Design, Brentwood, TN; subject to any change in the flow of the Harpeth River which lies on and across the property, to all property lying within any flood plain area and to the rights of upper and lower riparian owners to the natural flow thereof; and to the matters shown on Exhibit B attached hereto.

And Grantors do further covenant and bind themselves, as fully as they are authorized to do as such Co-Executors, but not further or otherwise, their representatives and assigns, to warrant and forever defend the title to said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomever.

WITNESS our hands as of the 11 day of June, 2014.

Dr. Steve Ladd Co-exec
DR. STEVE LADD, Co-Executor of the Estate of
Alfred S. Ladd, deceased

Bob Bowen Co-exec
BOB BOWEN, Co-Executor of the Estate of
Alfred S. Ladd, deceased

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me, Heather Erickson, the undersigned, a Notary Public, in and for said State and County, **DR. STEVE LADD, Co-Executor of the Estate of Alfred S. Ladd, deceased**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained as Co-Executor, but no further or otherwise.

WITNESS my hand and official seal at Franklin Tennessee this the 11 day of June, 2014.

My commission expires:
5-22-2017



Heather Erickson
NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me, Heather L. Erickson, the undersigned, a Notary Public, in and for said State and County, **BOB BOWEN, Co-Executor of the Estate of Alfred S. Ladd, deceased**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained as Co-Executor, but no further or otherwise.

WITNESS my hand and official seal at Franklin, Tennessee this the 11 day of June, 2014.

My commission expires:
5-22-2017



Heather L. Erickson
NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual value or consideration, whichever is greater, for this transfer is \$354,561.00.

Sworn to and subscribed before me this the 11 day of June, 2014.

My commission expires:
5-22-2017



Heather L. Erickson
NOTARY PUBLIC

EXHIBIT ACarothers Extension

Beginning at a point, said point being located on Carothers Parkway proposed western right-of-way, further described as being located at Sta. 209+50.00, 65.00 feet lt. of the centerline of Carothers Parkway as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (Project no. 14-002), said point being the POINT OF BEGINNING and proceeding as follows;

Thence, continuing from the beginning of a curve to the right, of which the radius point lies S34°30'58"E, a radial distance of 1,150.00 feet; thence, continuing along the proposed right-of-way northeasterly along the arc, through a central angle of 09°39'35", a distance of 193.88 feet to a point; thence, continuing along the proposed right-of-way N65°08'38"E, a distance of 198.19 feet to a point of curve to the left having a radius of 1,020.00 feet and a central angle of 101°14'06"; thence, continuing along the proposed right-of-way northerly along the arc a distance of 1,802.22 feet to a point; thence, continuing along the proposed right-of-way N36°05'28"W, a distance of 401.82 feet to a point located on the existing right-of-way just south of the intersection of Truman Road West and South Carothers Parkway; thence, continuing along the existing right-of-way N53°54'32"E, a distance of 130.00 feet to a point located on the proposed right-of-way; thence, continuing along the proposed right-of-way S36°05'28"E, a distance of 401.82 feet to a point of curve to the right having a radius of 1,150.00 feet and a central angle of 101°14'06"; thence, continuing along the proposed right-of-way southerly along the arc a distance of 2,031.92 feet to a point; thence, continuing along the proposed right-of-way S65°08'38"W, a distance of 198.19 feet to a point of curve to the left having a radius of 1,020.00 feet and a central angle of 09°39'35"; thence, continuing along the proposed right-of-way southwesterly along the arc a distance of 171.97 feet to a point located on the existing right-of-way just north of the intersection of Parkworth Drive and South Carothers Parkway; thence, continuing along the existing right-of-way N34°30'58"W, a distance of 130.00 feet to the POINT OF BEGINNING.

Containing 351,016.27 square feet or 8.0582 acres, more or less.

The aforementioned property is on a parcel of land owned by Alfred S. Ladd and Wife, Charlene Ladd as shown on Tax Map No. 106, Parcel No. 181 and recorded in Deed Book 1479, Page 62 with the Williamson County Register of Deeds.

Permanent Drainage Easement #1 West

Beginning at a point, said point being located on Carothers Parkway proposed southern right-of-way, further described as being located at Sta. 243+60.43, 65.00 feet lt. of the centerline of Carothers Parkway as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (Project no. 12-005), said point being the POINT OF BEGINNING and proceeding as follows;

Thence S.57°50'37"W., a distance of 1.41 feet; thence S.20°27'28"E., a distance of 5.46 feet; thence N.36°05'28"W., a distance of 25.40 feet; thence N.57°50'37"E., a distance of 4.26 feet to the point of curve of a non tangent curve to the left, of which the radius point lies N.58°13'34"E., a radial distance of 1,497.39 feet; thence southeasterly along the arc, through a central angle of 00°45'55", a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 74.92 square feet or 0.0017 of an acre, more or less.

The aforementioned property is on a parcel of land owned by Alfred S. Ladd and Wife, Charlene Ladd as shown on Tax Map No. 106, Parcel No. 181 and recorded in Deed Book 1479, Page 62 with the Williamson County Register of Deeds.

Permanent Drainage Easement #2 West

Beginning at a point, said point being located on Carothers Parkway proposed southern right-of-way, further described as being located at Sta. 246+32.92, 65.00 feet lt. of the centerline of Carothers Parkway as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (Project no. 12-005), said point being the POINT OF BEGINNING and proceeding as follows;

Thence S.68°21'37"W., a distance of 48.93 feet; thence N.36°05'28"W., a distance of 144.17 feet; thence N.03°13'58"E., a distance of 255.07 feet to a point located on the proposed right-of-way; thence S.17°37'16"E., a distance of 266.74 feet to a point of curve to the left having a radius of 1,497.39 feet and a central angle of 04°01'07"; thence southerly along the arc a distance of 105.03 feet to the POINT OF BEGINNING.

Containing 20,173.07 square feet or 0.4631 acres, more or less.

The aforementioned property is on a parcel of land owned by Alfred S. Ladd and Wife, Charlene Ladd as shown on Tax Map No. 106, Parcel No. 181 and recorded in Deed Book 1479, Page 62 with the Williamson County Register of Deeds.

Permanent Drainage Easement #3 East

Beginning at a point, said point being located on Carothers Parkway proposed eastern right-of-way, further described as being located at Sta. 264+47.64, 65.00 feet rt. of the centerline of Carothers Parkway as shown on engineering design documents prepared for the City of Franklin,

by Sullivan Engineering, Inc. (Project no. 12-005), said point being the POINT OF BEGINNING and proceeding as follows;

Thence, continuing along the proposed right of way in a northerly direction along a curve to the right, of which the radius point lies N.68°56'57"E., a radial distance of 1,367.39 feet; thence northerly along the arc, through a central angle of 03°25'48", a distance of 81.86 feet; thence N.17°37'16"W., a distance of 608.00 feet to a point located on the northern property line of this tract; thence along the property line N.03°13'58"E., a distance of 9.22 feet; thence N.72°22'44"E., a distance of 27.42 feet; thence S.17°37'16"E., a distance of 616.61 feet; thence S.20°25'08"E., a distance of 79.98 feet; thence S.68°56'57"W., a distance of 32.21 feet to the POINT OF BEGINNING.

Containing 21,494.65 square feet or 0.4934 of an acre, more or less.

The aforementioned property is on a parcel of land owned by Alfred S. Ladd and Wife, Charlene Ladd as shown on Tax Map No. 106, Parcel No. 181 and recorded in Deed Book 1479, Page 62 with the Williamson County Register of Deeds.

Slope Easement #1 West

Beginning at a point, said point being located on Carothers Parkway proposed southern right-of-way, further described as being located at Sta. 242+71.63, 65.00 feet lt. of the centerline of Carothers Parkway as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (Project no. 12-005), said point being the POINT OF BEGINNING and proceeding as follows;

Thence continuing along the existing property line N.36°05'28"W., a distance of 87.62 feet to a point; thence N.20°27'28"W., a distance of 5.46 feet to a point; thence N.57°50'37"E., a distance of 1.41 feet to a point located on the proposed right of way an in a non tangent curve to the left, of which the radius point lies N.57°27'39"E., a radial distance of 1,497.39 feet; thence southeasterly along the arc, through a central angle of 03°33'08", a distance of 92.83 feet to the POINT OF BEGINNING.

Containing 85.39 square feet or 0.0020 of an acre, more or less.

The aforementioned property is on a parcel of land owned by Alfred S. Ladd and Wife, Charlene Ladd as shown on Tax Map No. 106, Parcel No. 181 and recorded in Deed Book 1479, Page 62 with the Williamson County Register of Deeds.

Slope Easement #2 West

Beginning at a point, said point being located on Carothers Parkway proposed western right-of-way, further described as being located at Sta. 243+85.05, 65.00 feet lt. of the centerline of Carothers Parkway as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (Project no. 12-005), said point being the POINT OF BEGINNING and proceeding as follows;

Thence continuing along the proposed slope easement in a northerly direction 263+/- feet to a point; thence N.68°21'37"E., a distance of 22.18 feet to a point located on the proposed right of way an in a non tangent curve to the left, of which the radius point lies N.68°21'37"E., a radial distance of 1,497.39 feet; thence southeasterly along the arc, through a central angle of 09°54'54", a distance of 259.12 feet to the POINT OF BEGINNING.

Containing 3,533.67 square feet or 0.0811 of an acre, more or less.

The aforementioned property is on a parcel of land owned by Alfred S. Ladd and Wife, Charlene Ladd as shown on Tax Map No. 106, Parcel No. 181 and recorded in Deed Book 1479, Page 62 with the Williamson County Register of Deeds.

Slope Easement #3 East

Beginning at a point, said point being located on Carothers Parkway proposed southern right-of-way, further described as being located at Sta. 236+50.00, 65.00 feet rt. of the centerline of Carothers Parkway as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (Project no. 12-005), said point being the POINT OF BEGINNING and proceeding as follows;

Thence, continuing along the proposed right of way N.36°05'28"W., a distance of 182.34 feet to a point located on the proposed slope line; thence, continuing along said line in a southerly direction 184+/- feet to a point located on the proposed right of way; thence S.53°54'32"W., a distance of 20.82 feet to the POINT OF BEGINNING.

Containing 2,267.24 square feet or 0.0520 of an acre, more or less.

The aforementioned property is on a parcel of land owned by Alfred S. Ladd and Wife, Charlene Ladd as shown on Tax Map No. 106, Parcel No. 181 and recorded in Deed Book 1479, Page 62 with the Williamson County Register of Deeds.

Slope Easement #4 East

Beginning at a point, said point being located on Carothers Parkway proposed southern right-of-way, further described as being located at Sta. 240+45.00, 65.00 feet rt. of the centerline of Carothers Parkway as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (Project no. 12-005), said point being the POINT OF BEGINNING and proceeding as follows;

Thence, continuing along the proposed right of way N.36°05'28"W., a distance of 195.00 feet to a point located on the proposed slope line; thence, continuing along said line in a southerly direction 196+/- feet to the POINT OF BEGINNING.

Containing 1,043.50 square feet or 0.0240 of an acre, more or less.

The aforementioned property is on a parcel of land owned by Alfred S. Ladd and Wife, Charlene Ladd as shown on Tax Map No. 106, Parcel No. 181 and recorded in Deed Book 1479, Page 62 with the Williamson County Register of Deeds.

Slope Easement #5 East

Beginning at a point, said point being located on Carothers Parkway proposed southern right-of-way, further described as being located at Sta. 243+38.48, 65.00 feet rt. of the centerline of Carothers Parkway as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (Project no. 12-005), said point being the POINT OF BEGINNING and proceeding as follows;

Thence, continuing along the proposed right of way in a northerly direction along a curve to the right, of which the radius point lies N.56°34'58"E., a radial distance of 1,367.39 feet; thence northwesterly along the arc, through a central angle of 12°21'59", a distance of 295.13 feet to a point located on the proposed permanent drainage easement; thence, continuing along said line N.68°56'57"E., a distance of 20.37 feet to a point located on the proposed slope line; thence, continuing along said line in a southerly direction 293+/- feet to the POINT OF BEGINNING. Containing 4,317.83 square feet or 0.0991 of an acre, more or less.

The aforementioned property is on a parcel of land owned by Alfred S. Ladd and Wife, Charlene Ladd as shown on Tax Map No. 106, Parcel No. 181 and recorded in Deed Book 1479, Page 62 with the Williamson County Register of Deeds.

Slope Easement #6 East

Beginning at a point, said point being located on Carothers Parkway proposed southern right-of-way, further described as being located at Sta. 253+50.00, 68.82 feet rt. of the centerline of Carothers Parkway as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (Project no. 12-005), said point being the POINT OF BEGINNING and proceeding as follows;

Thence, continuing along the existing property line N.03°13'58"E., a distance of 21.17 feet to a point located on the proposed slope line; thence, continuing along said line in a southerly direction 20+/- feet to a point located on the proposed drainage easement; thence S.72°22'44"W., a distance of 7.24 feet to the POINT OF BEGINNING. Containing 72.31 square feet or 0.0017 of an acre, more or less.

The aforementioned property is on a parcel of land owned by Alfred S. Ladd and Wife, Charlene Ladd as shown on Tax Map No. 106, Parcel No. 181 and recorded in Deed Book 1479, Page 62 with the Williamson County Register of Deeds.

Temporary Construction Easement #1 West

Beginning at a point, said point being located on Carothers Parkway proposed southern right-of-way, further described as being located at Sta. 243+79.57, 65.00 feet lt. of the centerline of Carothers Parkway as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (Project no. 12-005), said point being the POINT OF BEGINNING and proceeding as follows;

Thence, continuing along the proposed permanent drainage easement S.57°50'37"W., a distance of 4.26 feet to a point located on the temporary construction easement and existing property line; thence, continuing along said line in a northerly direction 273+/- feet to a point located on the permanent drainage easement; thence, continuing along said line N.68°21'37"E., a distance of 26.75 feet to a point located on the proposed slope easement; thence, continuing along said line in a southerly direction 268+/- feet to the POINT OF BEGINNING.
Containing 2,460.65 square feet or 0.0565 of an acre, more or less.

The aforementioned property is on a parcel of land owned by Alfred S. Ladd and Wife, Charlene Ladd as shown on Tax Map No. 106, Parcel No. 181 and recorded in Deed Book 1479, Page 62 with the Williamson County Register of Deeds.

Temporary Construction Easement #2 East

Beginning at a point, said point being located on Carothers Parkway proposed southern right-of-way, further described as being located at Sta. 236+50.00, 85.82 feet rt. of the centerline of Carothers Parkway as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (Project no. 12-005), said point being the POINT OF BEGINNING and proceeding as follows;

Thence, continuing along the proposed slope line and proposed right-of-way in a northerly direction 981+/- feet to a point located on the proposed permanent drainage easement; thence N.68°56'57"E., a distance of 11.85 feet to a point located 10+/- feet offset and parallel to the proposed slope line; thence, continuing along said line in a southerly direction 10 feet offset and parallel to the proposed slope line 980+/- feet to a point; thence S.53°54'32"W., a distance of 10.00 feet to the POINT OF BEGINNING.
Containing 9,863.7811 square feet or 0.2264 of an acre, more or less.

The aforementioned property is on a parcel of land owned by Alfred S. Ladd and Wife, Charlene Ladd as shown on Tax Map No. 106, Parcel No. 181 and recorded in Deed Book 1479, Page 62 with the Williamson County Register of Deeds.

Temporary Construction Easement #3 East

Beginning at a point, said point being located on Carothers Parkway proposed southern right-of-way, further described as being located at Sta. 253+50.00, 75.52 feet rt. of the centerline of

Carothers Parkway as shown on engineering design documents prepared for the City of Franklin, by Sullivan Engineering, Inc. (Project no. 12-005), said point being the POINT OF BEGINNING and proceeding as follows;

Thence, continuing along the proposed slope line in a northerly direction 20+/- feet to a point located on the existing property line; thence, continuing along said property line N.03°13'58"E., a distance of 55.85 feet to a point located on the temporary construction easement; thence, continuing along said line in a southerly direction 72+/- feet to a point located on the proposed permanent drainage easement; thence, continuing along said line S.72°22'44"W., a distance of 20.18 feet to the POINT OF BEGINNING.

Containing 914.53 square feet or 0.0210 of an acre, more or less.

The aforementioned property is on a parcel of land owned by Alfred S. Ladd and Wife, Charlene Ladd as shown on Tax Map No. 106, Parcel No. 181 and recorded in Deed Book 1479, Page 62 with the Williamson County Register of Deeds.

Charlene I. Ladd is deceased and title to the subject property passed to Alfred S. Ladd as surviving tenant by the entirety. Alfred S. Ladd died testate on December 31, 2005, and under the provisions of his Last Will and Testament of record in Will Book 75, page 789-796, Probate Division of the Chancery Court of Williamson County, Tennessee, Dr. Steve Ladd and Bob Bowen were appointed Co-Executors of his estate and given full power and authority to convey the subject property.

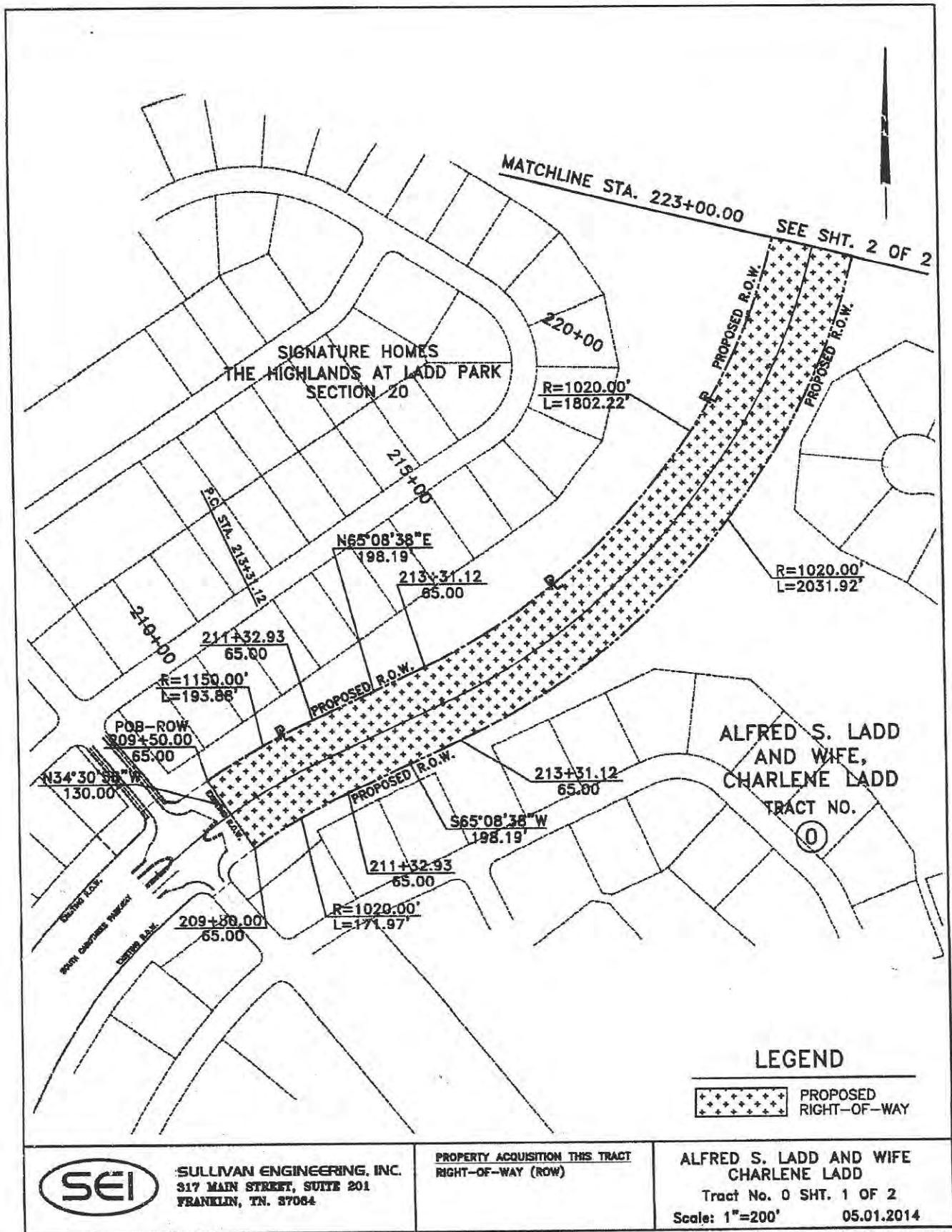


EXHIBIT B

Exceptions

1. Application for Greenbelt Assessment of record in Book 776, Page 806, Register's Office for Williamson County, Tennessee.

The land has been classified as Greenbelt for assessment, levy and collection purposes and may be subjected to substantial rollback taxes as defined in Tennessee Code Annotated, Section 67-5-1001.

2. Declaration of Covenants for a portion of the property of the Estate of Alfred S. Ladd, Deceased of record in Book 5834, Page 423, said Register's Office.
3. Water Line Easement of record in Book 6045, Page 754, said Register's Office.
4. Right of Way Easement of record in Book 5655, Page 697, said Register's Office.
5. Easements set forth in Warranty Deed of record in Book 6007, Page 833, said Register's Office.

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SERVICES FOR THE SR-96 EAST
SIDEWALK PROJECT
COF Contract No. 2014-0118

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2014, by and between the City of Franklin, Tennessee ("City") and Cannon & Cannon, Inc. ("Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant entered into a Professional Services Agreement ("Agreement") for the SR-96 East Sidewalk Project (COF Contract No. 2014-0118), dated 10th Day of June, 2014; and

WHEREAS, said Agreement stipulated that the consultant would be paid a not to exceed fee of FIFTEEN THOUSAND AND NO / 100 DOLLARS (\$15,000.00), as authorized by the City Engineer and as detailed in the Fee Schedule; and

WHEREAS, the Consultant has provided a revised Scope of Services and Estimated Fee, as described in Exhibit A, dated September 12, 2014, for Additional Engineering Services for the SR-96 East Sidewalk Project; and

WHEREAS, the City has negotiated with the Consultant for an increase in services, as described in Exhibit A, for an additional cost of NINE THOUSAND SIX HUNDRED NO/100 DOLLARS (\$9,600.00)

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the additional Engineering Services as described in Exhibit A.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the additional Engineering Services required in an amount not to exceed NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$9,600)

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

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.
6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.
7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.
8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

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

All other provisions of the Agreement dated June 10, 2014 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

Cannon and Cannon, Inc.

By: _____

Dr. Ken Moore

Mayor

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

Attest:

Eric S. Stuckey

City Administrator / Recorder

Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney

September 12, 2014

Mr. Paul Holzen, P.E.
Director of Engineering
City of Franklin, TN
109 3rd Avenue South
Franklin, TN 37064

**RE: Murfreesboro Road (S.R. 96) Sidewalk Project and S.R. 96 West Sidewalk Project
Additional Services**

Dear Mr. Holzen,

Cannon & Cannon, Inc. (CCI) appreciates the opportunity to provide this proposal for additional services for the Murfreesboro Road (S.R. 96) Sidewalk Project and assistance for the S.R. 96 West Sidewalk Project.

Background

The City of Franklin would like to install new sidewalks on S.R. 96, both east and west of downtown. The City Engineering Department is designing the sidewalk project on S.R. 96 West in house and authorized CCI to design the sidewalk project on S.R. 96 East (Murfreesboro Road). The scope of work on the Murfreesboro Road Project did not include preparing Right-of-way (ROW) and Easement Documents and the City has requested this proposal from CCI. The City has also requested that CCI assist with calculating earthwork quantities on the S.R. 96 West Project.

The following scope of work is proposed.

Scope of Work

- | | | |
|------------|---|-----------------|
| I. | Property Acquisition Documents
(21 properties at \$350 each) | \$7,350 |
|
 | | |
| | <ul style="list-style-type: none">a. CCI will prepare exhibits and legal descriptions for properties where the acquisition of easements and/or ROW will be necessary to complete the construction of the sidewalk.b. The City will prepare the necessary acquisition documents using CCI's legal descriptions and exhibits.c. The City will handle the property acquisitions. | |
|
 | | |
| II. | Earthwork Calculations and Public Meetings | \$ 2,250 |
|
 | | |
| | <ul style="list-style-type: none">a. The City will provide CCI with an existing ground surface and proposed contours.b. CCI will create a proposed surface from the contours and provide raw earthwork quantities to the City.c. CCI will coordinate and conduct one Public Meeting prior to submitting final construction plans to TDOT. | |

Schedule

The schedule for completing the work for the S.R. 96 West project will be two weeks from a Notice to Proceed by the City. The schedule for completing the additional work for the Murfreesboro Road project will be two weeks from completion of Right-of-Way (ROW) plans.

CCI can complete the services listed above for ~~a LUMP SUM amount of~~ \$9,600 and can begin upon the City issuing a Notice to Proceed to begin the work. Once again, we appreciate the opportunity to provide this service to the City. Please do not hesitate to call, should you have any questions regarding this project.

Sincerely,



Eric J. Gardner, P.E.
Project Manager



Alan L. Childers, P.E.
Project Manager

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2014-0209**

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

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

**Franklin Road Corridor Improvements,
Harpeth River Bridge to Harpeth Industrial Court-
Final Plans and Specifications**

1. **SCOPE OF SERVICES.** Consultant shall provide Professional Engineering Services and related technical services for the Project in accordance with the SCOPE OF SERVICES. The SCOPE OF SERVICES as found in **Exhibit A** shall be considered as an integral part hereof.
2. Consultant shall be paid on an hourly basis for work performed based on FEE SCHEDULE items #1 and #2 as contained in Exhibit A in the Amount Not To Exceed **ONE HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$136,400.00)**. The FEE SCHEDULE shall be considered as an integral part hereof.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2014.

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

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 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. However, nothing in this Article shall prevent Consultant from

engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

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 paragraph.

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 contract 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 **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.

6.3 Should City request changes in the scope, extent, or character of the Project, 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 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 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 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.
- 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 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**
The 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, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.3 **NO THIRD PARTY RIGHTS CREATED.** 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 the City and the Consultant.

10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by 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 the Contract. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract 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 Contract, agreement 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.



September 10, 2014

Mr. William Banks
Staff Engineer
City of Franklin, Tennessee
109 Third Avenue South
Franklin, TN 37064

**Re: Franklin Corridor and Connector Streets Economic Development Project:
Franklin Road
Proposal for Preparation of Final Plans and Specifications for Bidding
COF Contract No. 2014-0209**

Dear William:

In follow-up to your request, I am submitting this revised proposal for the Franklin Road project. The anticipated Scope of Services to be provided includes:

Final Plans and Specifications:

1. Perform site visit/investigation to note items/areas on the existing survey that need updated; site visit to be performed by surveyor and EG&G. Items and areas noted will be reviewed with City staff.
2. Update survey as required based on items/areas noted in Item 1 above, and as approved by City.
3. Perform field surveys of existing electrical, telephone, and cable services at each building. Current plans indicate existing overhead services that originate from a utility pole located outside of the project limits will remain overhead.
4. Update plans to reflect current existing conditions based on updated survey, site visit observations and available as-built documentation available from City.

Page 2 of 4
Mr. William Banks
September 10, 2014

5. Coordinate with others on design of sanitary sewer and water line replacements. It is currently anticipated that the design of new sanitary sewer and water lines will be designed to generally work with the current layout and engineering of the Franklin Road Plans dated April, 2014, including design of the storm sewer system. If significant changes are required to the plans due to the design/engineering of the sanitary sewers and water lines, fee for additional services will be negotiated.
6. Finalize electrical plans for street lighting system based on final coordination with the City, MTEMC, and TDOT. Receptacles (20A/120V) are currently included at the tops of new light poles. Ground mounted receptacles and festival receptacles, are currently not included in the plans, and are not included in the scope of services.
7. Finalize conduit system plans for relocations of overhead utilities based on final coordination with the City, MTEMC, AT&T, Comcast, XO Communications, and TDOT.
8. Update item numbers to reflect current TDOT numbering system, if required.
9. Finalize contract documents/specifications booklet; provide technical specifications and bid form. City to provide front end specifications.
10. Update acquisition table and plans to reflect final locations of equipment and improvements, and based on City's negotiations with property owners.
11. Submit plans to City, TDOT, and utilities for review; revise plans per comments and one resubmission for final approval.
12. Prepare updated opinion of probable construction costs.
13. Assist City in permit applications.
14. Coordinate and assemble final plans and specifications/contract documents for bidding.
15. Two trips to the project site by electrical engineer to field survey existing services at each building and attend a utility coordination meeting are included in this phase, however both will attempted to be scheduled during one trip.
16. One trip to the project site by civil engineer and landscape architect to verify existing field conditions is included in this phase.

Page 3 of 4
 Mr. William Banks
 September 10, 2014

Legal Descriptions and Easement Exhibits:

1. Prepare legal descriptions for required acquisitions (32 legal descriptions are currently anticipated, however this quantity could vary depending on final locations of equipment and improvements, and based on City's negotiations with property owners).
2. Prepare easement exhibits for required easement areas (32 easement exhibits are currently anticipated required, however this quantity could vary depending on final locations of improvements, and based on City's negotiations with property owners).

Bidding:

1. Answer contractor questions and prepare necessary addenda.
2. Tabulate and analyze bids.
3. Review bidder qualifications.
4. Make recommendation of award to City.
5. City will perform the following: publicly advertise project for bidding; distribute plans and specifications to bidders; conduct pre-bid meeting; relay questions raised during pre-bid conference to EG&G for inclusion into addendum to be prepared by EG&G; open and record bids and send bid documents to EG&G.

Fee Schedule:

- | | | |
|--|-----------------|--------------------------------|
| 1. Final Plans and Specifications: | \$90,500 | |
| Update Survey* | \$25,700 | |
| Project Management | \$5,000 | |
| 2. Legal Description and Easement Exhibits | | |
| a. Legal Descriptions: | \$6,400 | (32 descriptions x \$200 each) |
| b. Easement Exhibits: | \$8,800 | (32 exhibits x \$275 each) |
| 3. Bidding | \$10,500 | |
| 4. Contingency Fee** | \$20,000 | |

* Fee to update survey is based on very preliminary field investigation performed by surveyor. This figure is a budget amount based on preliminary investigation.

** A contingency fee is suggested to be authorized for potential additional services that may be requested, including work associated with updating survey, if required. Contingency fee will not be utilized unless authorized by COF.



Page 4 of 4
Mr. William Banks
September 10, 2014

Notes:

1. The above services do not include any improvements or modifications to the existing bridge crossing the Harpeth River.
2. It is the intent of the City to underground existing overhead utilities within the project area up to the north end of the bridge crossing the Harpeth River. The intent is that the underground utilities will transition from underground to overhead on riser poles before the bridge; the utilities will be aerial over the bridge.
3. The City will be responsible for meeting and negotiating with property owners and obtaining signatures on easement/acquisition documents.
4. This proposal is based on the design and engineering per the plans titled "Franklin Corridor and Connector Streets Economic Development Project, Segment One- Franklin Road", as prepared by E.G. & G., Inc., dated April, 2014. If major revisions are requested that are inconsistent with these plans, additional fee may need to be negotiated.
5. Proposal anticipates that the project will be funded by the City. If other sources of funds are utilized, additional fee may need to be negotiated dependent upon the affect these other funding sources may have on the required formatting of plans and specifications, as well as other potential processes and procedures that may be required.
6. Additional services and trips beyond those described in the Scope of Services will be billed per attached Schedule of Wage Rates (Attachment 'A') and Reimbursable Expenses (Attachment 'B') or as otherwise negotiated.
7. This proposal is valid for a period of 60 days from September 10, 2014.

Should you have any questions or comments, please do not hesitate to contact us.

Sincerely,

EG&G, a DIVISION OF CT CONSULTANTS



Paul J. Roszak, RLA, ASLA, LEED GA
Project Manager



ATTACHMENT 'A'
Schedule of Wage Rates
EG&G (a Division of CT Consultants, Inc.)

COF Contract 2014-0209
Scope of Services
Exhibit A
Page 5 of 6

Wage Rate per Hour

Senior Registered Land Surveyor	\$	165
Registered Land Surveyor	\$	145
Survey Project Manager/CADD Technician	\$	110
Survey Party Chief	\$	100
Survey 2 Person Field Crew	\$	155
Survey 3 Person Field Crew	\$	200
Survey Clerical	\$	70
Senior Engineer	\$	135
Engineer	\$	115
Senior Engineering Technician	\$	95
Engineering Technician	\$	85
Senior Electrical Engineer	\$	165
Electrical Engineer	\$	140
Electrical Designer	\$	110
Electrical CADD Operator/Drafter	\$	100
Electrical Engineering Technician	\$	75
Senior Landscape Architect	\$	120
Landscape Architect	\$	100
Landscape Designer	\$	80
Senior Planner	\$	120
Planner	\$	100
Senior CADD Operator/Drafter	\$	86
CADD Operator/Drafter	\$	60
Administrative Assistant	\$	50

Notes:

This Schedule is valid through December 31, 2014.

ATTACHMENT 'B'

Reimbursable Expenses

EG&G (a Division of CT Consultants, Inc.)

Postage

US Mail	Cost
UPS (Ground/Overnight)	Cost

Travel

Car Rental	Cost
Lodging	Per City's Standard Per Diem Rates*
Airfare	Cost

Expenses

Meals and Incidental Expenses	Per City's Standard Per Diem Rates*
-------------------------------	-------------------------------------

Digital Media

CD-R	\$1.00 / Each
CD-RW	\$2.00 / Each
DVD-R	\$4.00 / Each
DVD-RW	\$5.00 / Each

Blacklines

1 – 1000 SF	\$0.20 / SF
1000+ SF	\$0.15 / SF

Heavy Coated Paper (Color)

8 1/2" x 11"	\$0.75 / Page
8 1/2" x 14"	\$1.25 / Page
11" x 17"	\$1.75 / Page
> 11" x 17"	\$2.00 / SF

Vellums/Translucent Bond (Black & White)

1 – 1000 SF	\$1.25 / SF
1000+ SF	\$1.00 / SF

Mylar (Black & White)

1 – 1000 SF	\$4.25 / SF
1000+ SF	\$3.75 / SF

Xerox Copies (Black & White)

8 1/2" x 11"	\$0.05 / Page
8 1/2" x 14"	\$0.08 / Page
11" x 17"	\$0.10 / Page

Xerox Copies (Color)

8 1/2" x 11"	\$0.50 / Page
8 1/2" x 14"	\$0.75 / Page
11" x 17"	\$1.00 / Page

Foam Core Boards

\$1.50 / SF

Mileage

\$0.48 / Mile

* In accordance with USGSA Per Diem Rates for Tennessee
 Rates valid through December 31, 2014



G R E S H A M
S M I T H A N D
P A R T N E R S

Exhibit A
COF 2014-0248
PG 1 of 1

September 15, 2014

Mr. Paul Holzen, Director of Engineering
City of Franklin, TN
City Hall
109 3rd Avenue South
Franklin, TN 37064

**Subject: Proposal for Professional Engineering Services
Franklin Road (SR 6) Right of Way Plans Revisions
GS&P Project No. 24822.00**

Dear Mr. Holzen:

Gresham, Smith and Partners is pleased to present this Letter Proposal for engineering services to the City of Franklin. The purpose of these services is to revise the current right-of-way plans for Franklin Road (SR 6) that have been developed for the City of Brentwood. The revision will be for the City of Franklin portion of the project only, and will be a revision where in a 6' buffer zone will be added between the curb line on the East side of the roadway, and the 10' multi-use path.

GS&P will update the right-of-way plans, including the property map and acquisition table, for the revised right-of-way width required for this modification.

These services will be performed and billed at a Lump Sum amount of **\$ 7,000.00**. This amount includes miscellaneous expenses such as travel, printing and copies.

If you are in agreement with the proposed scope of services and fee, we will put together an executable agreement for your consideration and signature.

We appreciate your consideration and the opportunity to present this proposal for services to the City of Franklin for this important project. We feel our knowledge and experience will allow us to successfully and cost-effectively perform this work for the City. If you should have questions or need additional information you may reach me by telephone at 615.770.8579 or by email at jody_vance@gspnet.com. You may also contact Jonathan Haycraft 615.770.8322 or by email at jonathan_haycraft@gspnet.com.

Sincerely,

Jody Vance, P.E.
Transportation Division
Operations Manager

Jonathan Haycraft, P.E.
Principal

Copy: File
Diane Regensburg, P.E.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2014-0248**

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

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

**Franklin Road Project
From 1700 Feet South of Moores Lane (SR 441) to Concord Road (SR 253)**

1. SCOPE OF SERVICES. Consultant shall provide Professional Engineering Services and related technical services for the Project in accordance with the SCOPE OF SERVICES. The SCOPE OF SERVICES as found in **Exhibit A** shall be considered as an integral part hereof.
2. Consultant shall be paid a Lump Sum Fee as contained in Exhibit A in the Amount of **SEVEN THOUSAND AND NO/100 DOLLARS (\$7,000.00)**.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 2014.**

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

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 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. However, nothing in this Article shall prevent Consultant from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.
- 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 paragraph.
- 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 contract 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 **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.

- 6.3 Should City request changes in the scope, extent, or character of the Project, 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 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 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 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 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**
The 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, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 The Consultant shall insert the foregoing provision in all contracts

relating to this Project.

10.3 **NO THIRD PARTY RIGHTS CREATED.** 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 the City and the Consultant.

10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by 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 the Contract. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract 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 Contract, agreement 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.

ORDINANCE 2014-31

TO BE ENTITLED: “AN ORDINANCE TO AMEND TITLE 16 OF THE CITY OF FRANKLIN MUNICIPAL CODE TO REVISE REQUIREMENTS ASSOCIATED WITH TEMPORARY STREET CLOSURES.”

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee the Board of Mayor and Aldermen is authorized to prescribe regulations and standards that encourage and advance the quality of life within the City; and

WHEREAS, the Police Department recommends requiring off-duty City of Franklin officers for all traffic control permits that require the use of a officers unless otherwise approved by the Chief of Police; and

WHEREAS, the use of uniformed Tennessee Highway Patrol officers shall be allowed in lieu of uniformed City of Franklin police officers on all State Routes within the jurisdiction of the City of Franklin, TN; and

WHEREAS, City of Franklin Municipal Code authorizes City police officers to enforce the law or to apprehend persons who violate the law when violations or threatened violations of the law occur in the presence of an off-duty police officer and when such actions are necessary to protect lives and property within the corporate limits of the City of Franklin, TN; and

NOW, THEREFORE:

SECTION I: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Title 16 – Streets and Sidewalk, Etc; Chapter 10. – Traffic Control Devices of the Franklin Municipal Code is hereby amended to read as follows:

Sec. 16-1001. Definitions.

- (1) *Entire signalized intersection* includes, but is not limited to, all roads, streets, alleys, or other public and private ways connecting and relating to the intersection. It also includes detection loops, poles, heads, cabinet, wiring, video system and interconnect, or other equipment contained within or connected to the intersection.
- ~~(2) The Director includes the named director or the director's designee.~~
- ~~(3)~~**(2)** *MUTCD* means the Manual on Uniform Traffic Control Devices.
- (3) City Engineer – Refers to the City of Franklin, City Engineer who has the authority to delegate to designated staff, which includes, but is not limited**

to, the director of engineering, director of streets and street department inspectors.

(4) Police Chief – Refers to the City of Franklin, Chief of Police who has the authority to delegate to designated staff.

Sec. 16-1002. Offense, exceptions.

(1) It shall be unlawful as an offense of tampering to do any of the following without the city's authority:

(a) Knowingly alter, injure, move, remove, knock down deface, damage, destroy or otherwise improperly tamper with any traffic control device, any railroad sign or signal, or any inscription, shield or insignia on the device, sign or signal, or any part of the device, sign or signal;

i. Whenever a device or part thereof is removed and replaced, it shall constitute a prima facie case of tampering when the serial numbers do not match.

(b) Knowingly drive upon or over any freshly applied pavement marking material on the surface of a roadway while the marking material is not completely dried and is marked by flags, markers, signs or other devices intended to protect it.

(c) Knowingly move, damage, destroy or otherwise improperly tamper with a manhole, pullbox or handhole cover.

(d) Fail to apply for and/or abide by the terms of a traffic control device permit and all regulations and standards relating to traffic control devices issued by the **City Engineer, Streets Director or Chief of Police**.

(2) Exceptions. The following shall not constitute a violation of this chapter:

(a) Responding to an emergency.

(b) Work authorized by the city, its employees or its agents pursuant to a contract.

(c) Work performed on the device prior to acceptance by the city.

(d) Work performed under and within the scope and terms of a traffic **control** ~~signal~~-device permit.

Sec. 16-1003. Penalties; recovery of extraordinary costs.

Any violation of the requirements of this chapter shall result in a penalty of not less than as specified in appendix A, comprehensive fees and penalties, in addition to any other remedy provided by law, including but not limited to the assessment and recovery of actual expenses incurred arising out of or relating to the violation(s). Each day of the violation shall constitute a separate offense.

Sec. 16-1004. Traffic Control Device Permits and Conditions.

- (1) *Authority.* The **City Engineer**~~street department director~~ shall have the authority to create and implement reasonable regulations for a Traffic Control Device Permit program in addition to the provisions of this chapter. The regulations and any amendments or subsequent revisions shall become effective after reasonable public notice and an opportunity for public comment to the department.
- (2) *Permit required; application.* - In addition to any other permit that may be separately required, any person desiring to work on a traffic control device shall make a written application to the **City Engineer**~~director of engineer~~ for a permit setting forth the location of the traffic device to be erected, reset, replaced, repaired, or altered, the character of the material of which the same is made, its height and diameter, and the kind and character of wires, cables or other instrumentalities to be carried thereon in accordance with the City's regulations and standard specifications.
- (3) *Approval; denial.* If the **City Engineer**~~Streets Department Director~~ determines an applicant is qualified to perform the requested work, the applicant will be granted a permit, subject to all of the terms and regulations therein. ~~At a minimum, an applicant must be a certified signal technician (International Municipal Signal Association Level II) before a permit will be issued. The director of engineering shall refuse to issue the permit required whenever it appears that the device sought to be erected, installed, reset, replaced or repaired is unsafe, unsuitable for the purposes to which it will be put, or not suited to the location in which it will be placed.~~
 - (a) **At a minimum, an applicant must be a certified signal technician (International Municipal Signal Association Level II) to do any work on City of Franklin Traffic Signals.**
 - (b) **The ~~director of engineering~~ City Engineer shall refuse to issue the permit required whenever it appears that the device sought to be erected, installed, reset, replaced or repaired is unsafe, unsuitable**

for the purposes to which it will be put, or not suited to the location in which it will be placed.

(c) If the approved traffic control permit requires the use of uniformed police officers then contractors, utility companies, or any other person, firm or corporation shall be required to hire uniformed City of Franklin police officers to perform all work unless otherwise approved by the Chief of Police. The use of police officers from other jurisdiction, uniformed security, or uniformed agencies shall not be allowed and shall constitute an offense under this chapter.

i. **Exemption – The use of uniformed Tennessee Highway Patrol officers shall be allowed in lieu of the requirement to hire uniformed City of Franklin police officers on all State Routes within the jurisdiction of the City of Franklin, TN.**

(4) *Installation and modification.* The standard policy for the installation and modification of traffic signal devices **and traffic control plans** shall be in accordance with the MUTCD and subject to approval and acceptance by the city. Failure to meet the MUTCD, ~~as may be modified by the director's regulations or to fall below the standard of care in any such work,~~ shall constitute an offense under this chapter. **The City Engineer and Chief of Police or their designee shall have the authority to direct corrective actions for temporary traffic control not in compliance with the MUTCD and these provisions. These actions include suspending operations and requiring removal of all equipment and materials from the right-of-way.**

(5) *Request for inspection; release of surety.* All work completed under a traffic control ~~device~~ permit shall be subject to inspection by the streets department. If work is not completed as permitted and required by the streets department's regulations and standards, such work shall be re-inspected by the department, and no surety shall be released, until the **City Engineer** ~~street Director~~ determines the permit terms, regulations and standards have been met.

(6) *Fees.*

(a) *Application.* Any person desiring to work on a traffic control device must submit with the permit application a nonrefundable fee as specified in Appendix A, Comprehensive Fees and Penalties. Payment of the fee does not guarantee approval of the permit.

- (b) *Re-inspection fee.* Each time a re-inspection is conducted by the department, the permittee will be assessed as specified in Appendix A, Comprehensive Fees and Penalties.
- (7) *Liability; indemnification; acceptance.* As a condition of the permit, the permittee must agree to remain solely responsible for and liable for the proper functioning of the entire signalized intersection **and temporary traffic control zone** until the work is completed and accepted in writing by the city engineer ~~director~~, including but not limited to maintenance and repair. Prior to commencing the work, permittee shall post a surety and evidence of insurance in accordance with the requirements stated in Chapter 2 of this title. Such surety and insurance shall be set in amounts sufficient to cover loss or damage that might occur within the entire signalized intersection **or traffic control zone**, to be determined by the ~~engineering department director~~ **City Engineer**.
- (8) *Removal of device.* No traffic signal device shall be removed unless authorized by the **City Engineer** ~~engineering director~~. Any device or part thereof that is removed and/or replaced as permitted shall be submitted to the **City Engineer** ~~director~~ within five business days. Any violation of this subsection shall result in a penalty as specified in Appendix A, comprehensive fees and penalties, for each device removed.
- (9) *Notice of work, contracts.* ~~Subject to the department's regulations, all permittees shall be required to log in and to notify the city of the details of the work as it occurs, including but not limited to log entry, and 24-hour contact information.~~ **No excavation may be undertaken in any street, road, alley or right-of-way or of any utility or temporary construction easement of the City of Franklin by any entity unless 72 hour notice as required herein has been given to the City of Franklin Traffic Operations Center.**
- (a) *For the purposes of this subsection, adequate notice shall be written notice providing the following information:* (1) the purpose of the excavation; (2) a description of the excavation work; (3) the expected beginning date and completion date of the excavation work; (4) the name, address and telephone number of a contact person available to provide information regarding the project and to receive complaints from the public; and (5) such other information as may be required by the City of Franklin.
- (b) *The Permit holder shall be required to erect and maintain during the time of construction a project sign which provides the same information as required in the notices.* Such signs shall be in format, quantity, location and size as specified by the City Engineer.
- (c) *In the event such construction work is for emergency repairs to a utility or other public works, the notice required herein shall be*

waived, provided, that notice shall be given as soon as practicable to the owner setting forth both the work being undertaken and the purposes for such emergency repairs.

ATTEST: **CITY OF FRANKLIN, TENNESSEE**

BY: _____
ERIC S. STUCKEY
CITY ADMINISTRATOR

BY : _____
DR. KEN MOORE
MAYOR

PASSED FIRST READING _____
PASSED SECOND READING _____

Approved as to Form:

Shauna S. Billingsley, City Attorney

RESOLUTION 2014-70

A RESOLUTION DECLARING CERTAIN RIGHT-OF-WAY LOCATED BETWEEN LOT 9 AND LOT 10 AS SHOWN ON THE HEATH PLACE AT FRANKLIN SECTION 1, PHASE 2 PLAT AS SURPLUS

WHEREAS, the Board of Mayor and Aldermen determined that the existing Right-of-Way between lot 9 and lot 10 as shown on The Heath Place at Franklin Section 1, Phase 2 Plat and shown in Exhibit A is no longer necessary, suitable and desirable for the public welfare; and

WHEREAS, this Right-of-Way as shown in Exhibit A is no longer needed and the City now desires to declare the Right-of-Way as surplus property in order to sell or dispose of the property to the adjoining property owner of Map 078 Parcel 04302; and

WHEREAS, the City will realize additional tax benefits from this property being returned to the tax roll with such transfer of ownership of the property; and

WHEREAS, Municipal Code (Chapter 8; Sec. 5-802) allows for the Board to sell or dispose of Right-of-Way by negotiated contract or by other means that will adequately protect the public interest when the value does not exceed \$25,000.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the Right-of-Way as shown in attached Exhibit A is hereby declared surplus property.

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that the Right-of-Way so declared as surplus shall be disposed to the property owner of Map 078 Parcel 04302 as negotiated by the City Engineer and approved by the City Administrator with the following conditions:

- 1) Require a Public Utility, Drainage and Access Easement on 100% of the property being vacated.
- 2) Require the property owner to complete a survey of the surplus right-of-way and pay all closing cost associated with the transfer of the property.
- 3) Require the property owner to dedicate a 20' easement for a future water main across the property as determined by the City Engineer and as generally shown in Exhibit A.

IT IS SO RESOLVED AND DONE on this ____ day of _____ 2014.

ATTEST:

CITY OF FRANKLIN, TENNESSE

By:_____

ERIC S. STUCKEY
City Administrator

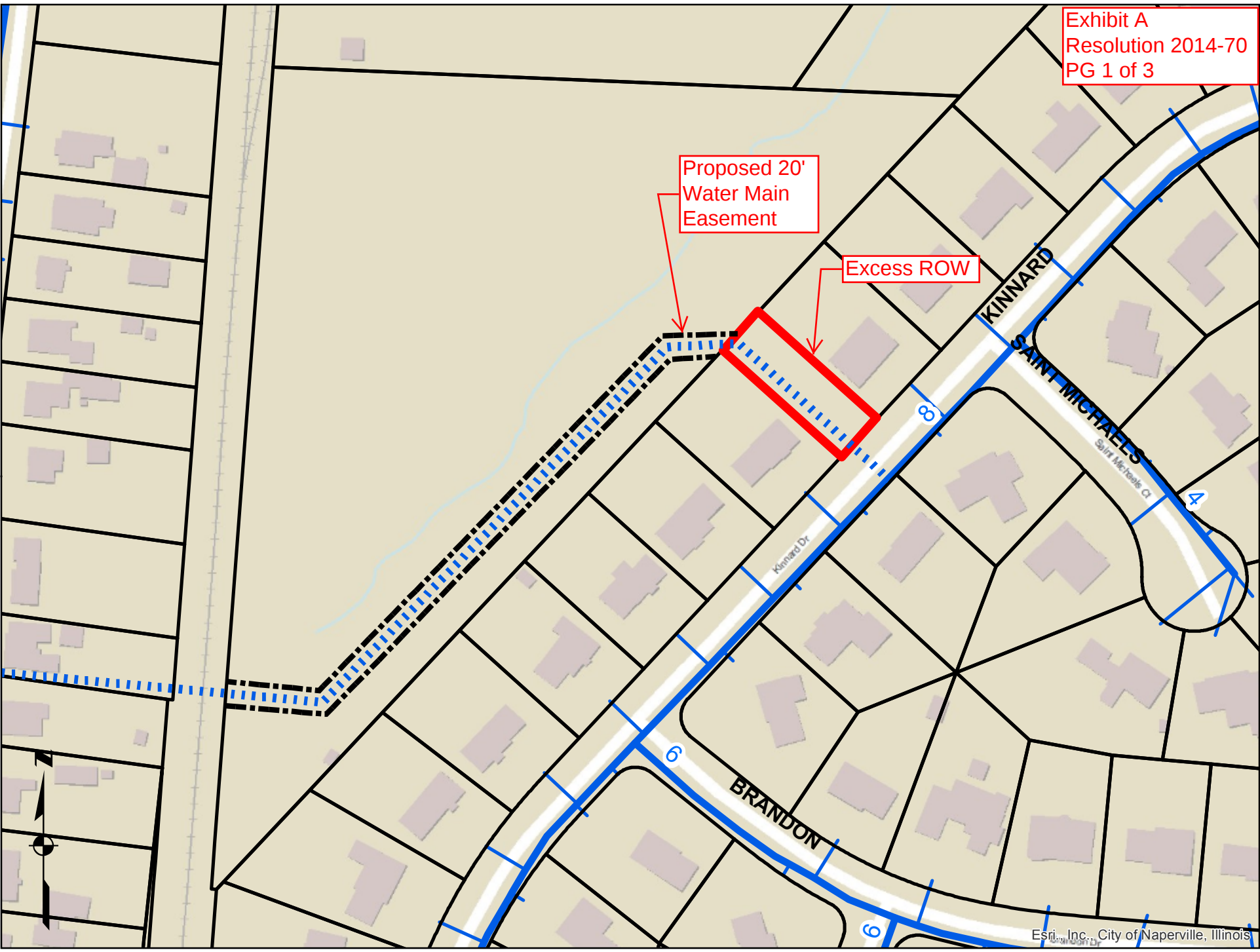
By:_____

DR. KEN MOORE
Mayor

Approved as to Form

By:_____

Shauna Billingsley
City Attorney





Proposed 20'
Water Main
Easement

Excess ROW

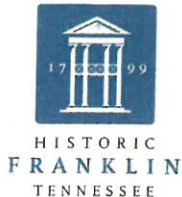
Proposed 20'
Water Main
Easement

Excess ROW

KINNARD

8





In County

Request for Water and/or Sewer Availability & Associated Costs

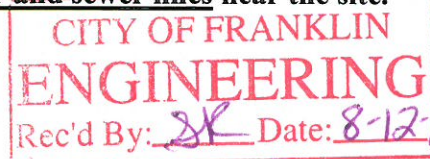
Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:	☒ Water Only ☐ Sewer Only ☐ Water & Sewer
Project Name	Battlewood Estates
Subdivision, Section, Lot #	Battlewood Estates, Section 1A, Lot 2
Map & Parcel #	0270B009.01 Map 0270 Parcel B00901
Property Address	208 J.B. Hood Dr. 208 General JB Hood Drive
Existing Zoning	N.C.
City Project # (If Applicable)	
Anticipated sewage flows in Single Family Unit Equivalents (SFUEs). 1 SFUE = 350 GPD.	
Anticipated Water Meter Size	3/4"
Applicant's Name & Company	Reese Smith IV Haury & Smith Contractors
Applicant's Address	7065 Moores Lane Brentwood, TN 37027
Applicant's Email	reesesmith44@gmail.com
Applicant's Phone #	(615) 351-5877

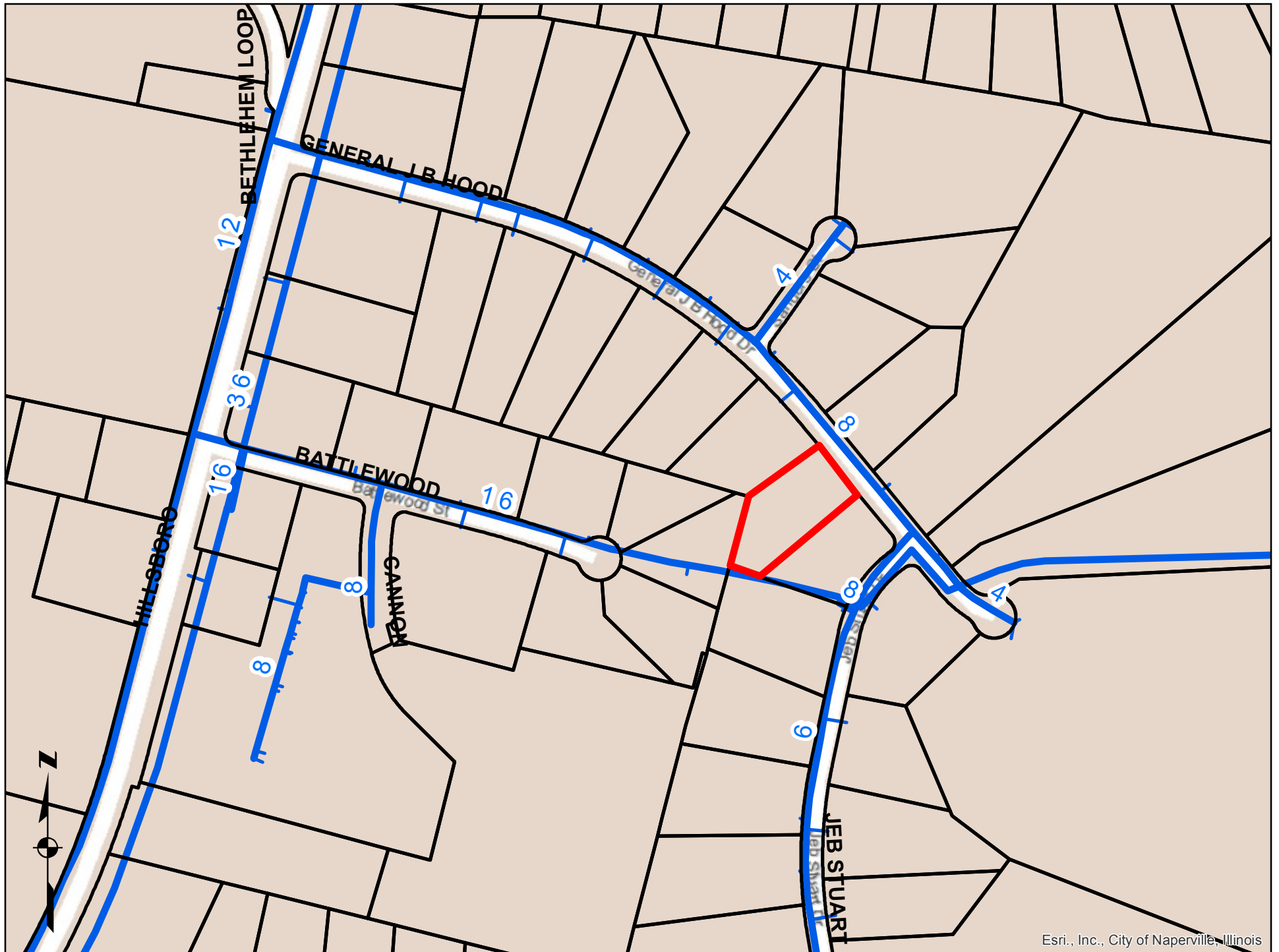
* MUST submit a preliminary plan with site map, including existing water and sewer lines near the site.

Apply to:

Katie Rubush, P.E. – Engineer II
City of Franklin Engineering Department
109 3rd Ave South
Franklin, TN 37065



Date Submitted: _____



DATE: September 22, 2014

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
David Parker, City Engineer / CIP Executive

SUBJECT:
CIP Project Status – Street Projects

Purpose

The purpose of this memo is to update the Board of the status of some of the City's street projects.

Project Status

A. Mack Hatcher Parkway NW Extension

BOMA Priority Ranking: N/A (Highest Priority)

Key Dates: Design Start - August 14, 2007 (BOMA Approval); Re-Design Completion - October 2014 (Estimated); ROW Start - December 2009 (ROW Meeting Scheduled); ROW Completion - June 2012; Construction Start - Currently Not Funded; Construction Completion - Currently Not Funded;

Cost: Design - \$3,502,501; ROW - \$13,397,520 (Provided by TDOT); Construction - \$58,700,000 (Provided by TDOT)

Status Update: Per TDOT direction, City staff is working with a design consultant and TDOT to prepare a contract for the redesign of Mack Hatcher Parkway as a 2-lane limited access road. City Staff and TDOT Staff have made the recommendation to build out the full intersections at SR96, Hillsboro Road and Del Rio Pike to ensure that the full intersections operate at an acceptable level of service. This request is currently being reviewed by TDOT's Chief Engineer for approval.

B. Hillsboro Road Improvements (SR96W to Independence Square)

BOMA Priority Ranking: #1

Key Dates: Design Start - March 24, 2008 (BOMA Approval); Design Completion - July 2012; ROW Start - January 2011; ROW Completion - December 2012; Bid Date - December 3, 2012; Construction Start - February 11, 2013; Construction Completion - August 22, 2014 (Originally May 12, 2014)

Cost: Design - \$1,324,221; ROW - \$3,000,000; Construction - \$12,319,944.47

Status Update: Project is Substantially Complete. Punch list items continue to be worked on.

C. Hillsboro Road Improvements (Independence Square to Mack Hatcher Pkwy)

BOMA Priority Ranking: #1

Key Dates: Design Start - March 24, 2008 (BOMA Approval); Design Completion - October 2012*; ROW Start - March 2013; ROW Completion - September 2014*; Bid Date - November 2014*; Construction Start - January 2015*; Construction Completion - May 2016*

*Denotes Estimated Date

Cost: Design - \$1,324,221 (Design fees include the SR96-IndSq Project as well); ROW - \$3,000,000; Construction - \$11,000,000.00 (\$1,750,000 Reimbursable through State and Federal Approved Funding)

Status Update: Appraisals and property negotiations are taking place now. Construction Plans are being developed by our consultants.

D. 3rd Avenue North Extension

BOMA Priority Ranking: #6

Key Dates: Design Start - April 11, 2006; Design Completion - February 2011; ROW Start - October 9, 2007; ROW Completion - January 26, 2010; Bid Date - July 1, 2012; Construction Start - September 2012; Construction Completion - June 2014 (Originally September 2013)

Cost: Design \$65,725.00 (This number does not include design cost from the Bicentennial Park Project); ROW \$226,500.00; Construction Bid Award \$4,795,129.72

Status Update: Construction is complete. A few punch list items remain. The trail system will follow the construction of the roadway project.

E. Carothers Parkway South Extension

BOMA Priority Ranking: #5

Key Dates: Design Start - July 10, 2007; Design Completion - March 2013*; ROW Start - May 26, 2009; ROW Completion - March 2011; Bid Date - April 2013*; Construction Start - September 1, 2013; Construction Completion - November 2015*

*Denotes Estimated Date

Cost: Design - \$2,116,560; ROW - \$500,000.00 (Estimated); CEI Services - \$1,113,500 (Estimated); Construction - \$13,292,567.42 (Approved Contract and COs)

Status Update: Heavy grading operations are well underway for the "Gap" section of Carothers Parkway. The contractor has placed base stone and poured curb & gutter for a large portion of the project. Bridge beams are tentatively scheduled to be set in October.

F. McEwen Drive at Wilson Pike Intersection Improvements Project

Key Dates: Design Start - October 2010; Design Completion - September 2012; ROW Start - October 2011; ROW Completion - September 2013; Bid Date - October 2012; Construction Start - July 8, 2013; Construction Completion - October 2014*

*Denotes Estimated Date

BOMA Priority Ranking: N/A

Cost: Design - \$206,363; ROW - \$395,500 (Estimate); CEI Services - \$207,000 Construction Bid Award - \$1,991,572.82

Status Update: Contractor continues work on new bridge. New bridge beams have been set. Paving operations to begin this week.

G. Century Court / Beasley Drive Connector

Key Dates: Design Start - May 8, 2007; Design Complete - August 2014*; ROW Start - March 2008; ROW Complete - September 2014*; Bid Date - January 2015*; Construction Start - March 2015*; Construction Complete - June 2015*

*Denotes Estimated Date

Cost: Design - \$27,526; ROW - \$153,450; Construction - TBD

Status Update: Staff has contacted and met with the remaining property owner. Construction plans are 75% complete. Utility coordination meeting was held in July 2012 to notify Middle Tennessee Electric, Atmos Energy and AT&T to relocate utilities. Utility companies are in the process of estimating cost of relocation. Relocation contract with AT&T was approved last month.

H. Hunter's Bend Safe Routes to School

Key Dates: Design Start- January 2014; Design Complete - May 2014*; ROW Start - N/A; ROW Complete - N/A; Bid Date - October 2014* Construction Start - February 2015*; Construction Complete - April 2015*

*Denotes Estimated Date

Cost: Total - \$289,565 (Estimated)

Status Update: Design consultant is preparing to submit contract documents and plans to TDOT for approval. Once approval from TDOT is received, the project will be bid.

I. Sidewalk Construction along Highway 96 West

Key Dates: Design Start- June 2014; Design Complete - September 2014*; ROW Start - November 2014*; ROW Complete - January 2015*; Bid Date - February 2015*; Construction Start - March 2015*; Construction Complete - May 2015*

*Denotes Estimated Date

Cost: Total - \$202,575 (Downs Blvd to Freedom Middle School)

Cost: Total - \$469,793 (Vintage Grove Lane to Freedom Middle School)

Status Update: Preliminary design of this project is complete and was performed in-house by Paul Holzen, the Engineering Director, in his "spare" time.

J. Sidewalk Construction along Murfreesboro Road (SR 96 East), Pinkerton Park to Mack Hatcher Parkway

Key Dates: Design Start- June 2014; Design Complete - September 2014*; ROW Start - November 2014*; ROW Complete - January 2015*; Bid Date - February 2015*; Construction Start - March 2015*; Construction Complete - May 2015*

*Denotes Estimated Date

Cost: Total - \$550,300 (Estimated)

Status Update: Survey is complete. Design has begun on this project.

K. Franklin Road (Harpeth Bridge to Harpeth Industrial Court)

Key Dates: Design Start- January 2015*; Design Complete - December 2016*; ROW Start - Not Funded; ROW Complete - Not Funded; Bid Date - Not Funded; Construction Start - Not Funded; Construction Complete - Not Funded

*Denotes Estimated Date

Cost: Total - \$10,344,250 (Estimated)

Status Update: A contract with EG&G for completion of final design plans is on the agenda this month.

L. 3rd Avenue North Trail/Greenway Project (Bicentennial Park Phase 1)

Key Dates: Design Start - April 11, 2006; Design Completion - February 2013; ROW Start - October 9, 2007; ROW Completion - January 26, 2010; Bid Date - September 10, 2014; Construction Start - October 2014; Construction Completion - May 2015

Cost: Design \$65,725.00 (This number does not include design cost from the Bicentennial Park Project); ROW \$226,500.00; Construction Bid Award \$TBD

Status Update: Bid opening was September 17th. Civil Constructors was the apparent low bidder. Once the bid results have been tabulated and reviewed, staff will present the construction contract to at a future CIC meeting.

September 24, 2014

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator
Paul Holzen, P.E., Director of Engineering
David Parker, P.E., City Engineer
Mark Hilty, P.E., Director of Water Management
Patricia Proctor, P.E., Utilities Engineer II

SUBJECT: Water & Sewer CIP Status

Purpose

The purpose of this memo is to update the Board of the status of some of the City's water and sewer projects.

Project Status

A. I65 widening/Goose Creek Interchange Utility Relocation

Key Dates: Design Start – September 11, 2012; Design Completion – October 25, 2012 (to be extended due to revisions by TDOT); Easement Acquisition Start – January 2013; Easement Acquisition Completion – March 2014; Bid Date: August 30, 2013; Construction Start – December 15, 2013; Construction Completion – May 2, 2014 (for the utility work; not the roadway portion)

Cost: Design – \$81,870.00; Easement – \$52,340.00; Construction - \$1,200,000.00 (estimate)

Funding Source: Design – Water and Sewer Operating Fund (to be reimbursed by TDOT); Construction - TDOT

Status Update: The contractor has completed the water line work and has started on the sanitary sewer and reclaimed water lines installation at Goose Creek Bypass and Five Mile Creek.

B. 11th Avenue Improvements

Key Dates: Design Start – January 22, 2013; Design Completion – July 2013; Easement Acquisition Start – November 2013; Easement Acquisition Completion – January 2014; Bid Date: November 25, 2013; Construction Start – May 2014; Construction Completion – September 2014

Cost: Design – \$47,232.00; Construction - \$679,558.00

Funding Source: Design – Water and Sewer Operating; Construction - Water & Sewer Fund

Status Update: Work began on May 19, 2014. The contractor is waiting on Atmos Energy to relocate one of its 6 inch lines before work can start up again.

C. North Petway Sewer Rehabilitation

Key Dates: Design Start – October 23, 2012; Design Completion – February 2013; Bid Date: August 2013; Construction Start – November 2013; Construction Completion – February 2014

Cost: Design – \$23,600.00; Easement – N/A; Construction - \$900,000.00 (estimated)

Funding Source: Design – Water and Sewer Operating; Construction - Water & Sewer Fund

Status Update: The WMD will be constructing the gravity sanitary sewer in-house and plan to do this work in the spring of 2014. The lining portion of the project will be bid out this summer and constructed after the services are upgraded but before the replacement of portions of the gravity sewer line.

D. Spencer Creek Basin – South Prong Interceptor Upgrade

Key Dates: Design Start – April 23, 2013; Design Completion – TBD; Bid Date: TBD; Construction Start – TBD; Construction Completion – TBD

Cost: Design – \$337,000.00; Easement – TBD; Construction - TBD

Funding Source: Design – Sewer Fund; Easements – TBD; Construction - TBD

Status Update: The engineer is submitting the final Technical Memorandum on May 15, 2014.

E. Charlton Green Sanitary Sewer Improvements

Key Dates: Design Start – November 12, 2013; Design Completion – March 2014; Bid Date: April 7, 2014; Construction Start – June 2014; Construction Completion – October 2014

Cost: Design – \$19,895.00; Easement – N/A; Construction – \$430,000.00

Funding Source: Design – Sewer Operating; Construction - Sewer Fund

Status Update: The bid was approved on the May 13, 2014 at the BOMA meeting. A Public Information Meeting was held on May 28, 2014. The contractor would like to start in mid-August.

F. Spencer Creek at Franklin Road Sewer

Key Dates: Design Start – March 11, 2014; Design Completion – TBD; Easement Acquisition Start – TBD; Easement Acquisition Completion – TBD; Bid Date: TBD; Construction Start – TBD; Construction Completion – TBD

Cost: Design – \$40,000.00; Easement – TBD; Construction – TBD

Funding Source: Design – Sewer Fund

Status Update: The project was approved at the March 11, 2014 BOMA meeting. The survey has been done and initial layouts have been developed.

G. Southwest Basins 2 & 3 Study

Key Dates: Design Start – March 11, 2014; Design Completion – TBD

Cost: Design – \$38,000.00

Funding Source: Design – Sewer Fund

Status Update: Staff and the consultant are meeting on June 24, 2014 to discuss progress to date.

H. Curd Branch and Watson Branch Interceptor Sewer

Key Dates: Design Start – February 25, 2014; Design Completion – TBD; Easement Acquisition Start – TBD; Easement Acquisition Completion – TBD; Bid Date: TBD; Construction Start – TBD; Construction Completion – TBD

Cost: Design – \$115,000.00; Easement – TBD; Construction – TBD

Funding Source: Design – Sewer Fund

Status Update: City staff and the engineer met on May 5, 2014 to discuss the 60% plans. A Public Information Meeting was held on May 28, 2014.

I. Fieldstone Farms Pump Station No. 1 Rehabilitation

Key Dates: Design Start – January 14, 2014; Design Completion – July 2, 2014; Bid Date: August/September 2014; Construction Start – TBD; Construction Completion – TBD

Cost: Design – \$226,848.00; Construction – \$2.7 million (estimated)

Funding Source: Design – Sewer Fund

Status Update: City staff has reviewed the 30% plans and returned comments to the engineer to address.

J. Sanitary Sewer System Model and Capacity Assurance Tool – Phase 1

Key Dates: Design Start – March 11, 2014; Design Completion – TBD

Cost: Design – \$182,000.00

Funding Source: Design – Sewer Fund

Status Update: City staff and the engineer met on May 27, 2014 discuss the tasks in more detail and looked at possible locations for flow monitors.

September 24, 2014

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator
Paul Holzen, P.E., Director of Engineering
David Parker, P.E., City Engineer

SUBJECT: Stormwater CIP Status

Purpose

The purpose of this memo is to update the Board of the status of some of the City's stormwater projects.

Project Status

A. Jackson Lake Dredging Improvements

Key Dates: Design Start – 9/9/2008; Design Completion – June 2010; Bid Date – February 15, 2011; Construction Start – May 2, 2011; Construction Completion – November 2014 (Estimated)

Cost: Design – \$69,400.00; Construction – \$1,663,931.73

Status Update: Contractor is nearing the completion of dredging operations. At this point, it has been determined that no additional sediment can be removed via hydraulic dredging operations. Approximately 13,000 CY of sediment has been removed.

B. 100-Block Battle Avenue Drainage Improvements

Key Dates: Design Start – July 24, 2012 (BOMA Approved); Design Completion for Drainage Study– May 2013 (Estimated); Easement Acquisition Start – October 2015 (Estimated); Easement Acquisition Completion – December 2014 (Estimated); Bid Date – January 2015 (Estimated); Construction Start – March 2015 (Estimated); Construction Completion – July 2015 (Estimated);

Cost: Initial Study – \$46,500.00; Final Design – \$63,500.00; Construction - \$600,000.00 (engineering estimate)

Status Update: Design is 70% complete. The preliminary design was presented to the CIC on May 28, 2014. Because of some public concerns about the scope of the project, a neighborhood public meeting was held on August 5, 2014. Questionnaires were sent to the residents on August 8, 2014, to gather neighborhood “buy-in” of the project. Once all of the resident information is gathered, staff will bring this to the board for direction.

C. Figuers Drive and 400-Block Battle Avenue Drainage Improvements

Key Dates: Design Start – November 26, 2013 (BOMA Approved); Design Completion for Preliminary Design– September 2014 (Estimated); Easement Acquisition Start – TBD; Easement Acquisition Completion – TBD; Bid Date – TBD; Construction Start – TBD; Construction Completion – TBD;

Cost: Initial Design – \$82,000.00; Final Design – TBD; Construction - TBD (engineering estimate)

Status Update: On August 7, 2014, our consultant proposed their final recommendations for the Figuers Drive area to staff. Once some minor tweaks to the design are completed, staff will present the information to the board.

D. Ralston Creek (Cheswicke Farms) Stream Restoration

Key Dates: Design Start – July 2013; Design Completion – January 2014*; Easement Acquisition Start – November 2013* (Creek Buffer Coordination); Easement Acquisition Completion – N/A; Bid Date – October 2014*; Construction Start – November 2014*; Construction Completion – March 2015*

*Denotes Estimated Dates

Cost: Design - \$70,000; Construction - \$100,000.00 (estimate)

Status Update: Design of this project is nearing completion. A public meeting will be held to discuss final design with Cheswicke Farms residents.