



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, August 22, 2019

4:00 PM

Board Room

Call To Order

1. [19-0784](#) Consideration of Minutes from June 27, 2019.
2. [19-0455](#) Consideration of a Road Impact Offset Agreement (COF 2019-0134) with NR McEwen Property Owner LLC for the McEwen Place PUD Subdivision. (8/22/19 CIC 4-0)

Sponsors: Engineering
Attachments: [COF 2019-0134 Road Impact Offset Agreement with NR McEwen Property Owner](#)
3. [19-0760](#) Consideration of Change Order No. 1 for the Contract (COF Contract No. 2018-0252) for the Jim Warren City Park Tennis Court Reconstruction with Tennessee Valley Paving Co., Inc. for an Increase of \$221,095.20 and a Time Extension of 19 Days. (8/22/19 CIC 4-0)

Sponsors: Engineering
Attachments: [Jim Warren Park Change Order 1.pdf](#)
4. [19-0788](#) Consideration of a Professional Services Agreement (COF Contract No. 2019-0256) with R. Rhett Turner, MAI for McEwen Drive Phase 4 Review Appraisal Services in the Amount of \$51,400.00 (8/22/19 CIC 4-0)

Sponsors: Engineering
Attachments: [2019-0256 R Rhett Turner signed 8-12-2019.pdf](#)
5. [19-0791](#) Consideration of a Professional Services Agreement (COF Contract No. 2019-0233) with Alfred Benesch & Company for the Final Design of the Old Peytonsville Road & Long Lane Bridge & Connector Project in an Amount Not-to-Exceed \$585,310.50 (8/22/19 CIC 4-0)

Sponsors: Engineering
Attachments: [2019-0233 PSA FinalDesign LongLaneConnectorBridge with Attachment A.L.](#)
6. [19-0792](#) Consideration of a Professional Services Agreement (COF Contract No. 2019-0255) with Richard L. Maddux, SRA for McEwen Drive Phase 4 Appraisal Services in the Amount of \$77,100.00 (8/22/19 CIC 4-0)

Sponsors: Engineering
Attachments: [Contract 2019-0255 PSA RichardMaddux Appraisal McEwen4.pdf](#)

7. [19-0833](#) Consideration of a Professional Services Agreement (COF Contract No. 2018-0063) with Alfred Benesch & Company for the Design of West Main Street Bridge Widening in an Amount Not-to-Exceed \$55,134.00 (8/22/19 CIC 4-0)
- Sponsors:** Engineering
- Attachments:** [Contract 2018-0063 PSA Benesch WMainBridge with Scope.Law Approved.](#)
8. [19-0840](#) Consideration of a Professional Services Agreement (COF Contract No. 2019-0261) with Volkert, Inc. for the Design of Intersection Improvements (Roundabout Concept) at Liberty Pike and North Royal Oaks Boulevard/Mallory Lane in the Amount Not-to-Exceed \$466,295.00 (8/22/19 CIC 3-1)
- Sponsors:** Engineering
- Attachments:** [Contract 2019-0261 PSA Volkert LibertyMalloryRoundabout with Scope.Law](#)
9. [19-0815](#)
- Sponsors:** Michelle Hatcher
- Attachments:** [3631 E McEwen - Sewer Availability - Form.pdf](#)
[map.pdf](#)
[20191008_PPT_Worksession - Sewer Availability \(3631 E McEwen\).pdf](#)
10. [19-0814](#) Consideration of a Request for Denial of Sewer Availability for: 1852 Wilson Pike, 061-00800
- Sponsors:** Michelle Hatcher
- Attachments:** [1852 Wilson Pike - Sewer Availability Form.pdf](#)
[map.pdf](#)
[Sewer Boundary Adjustment Agreement 2007.pdf](#)
11. [19-0713](#) Consideration of Resolution 2019-65, A Resolution Authorizing Condemnation for the Acquisition of Easements for the Shadow Green Sanitary Sewer Project, 2009 Columbia Ave. (8/22/19 CIC 4-0)
- Sponsors:** Michelle Hatcher
- Attachments:** [19-0713 2019-65 RES Condemnation Burger King with attachment.Law Appro](#)
[2019-65 RES Condemnation Burger King with attachment.Law Approved 1.pc](#)
12. [19-0739](#) Consideration of Resolution 2019-69, A Resolution Authorizing Condemnation for the Acquisition of Easements for the Shadow Green Sanitary Sewer Project, 104 Alpha Dr. (8/22/19 CIC 4-0)
- Sponsors:** Michelle Hatcher
- Attachments:** [2019-69 RES Condemnation 104 Alpha Drive with Exhibit A.Law Approved 1.](#)

13. [19-0740](#) Consideration of Resolution 2019-70, A Resolution Authorizing
Condemnation for the Acquisition of Easements for the Shadow Green
Sanitary Sewer Project, 112 Alpha Dr. (8/22/19 CIC 4-0)
- Sponsors:** Michelle Hatcher
- Attachments:** [702019-70 RES Condemnation 112 Alpha Drive with Exhibit A.Law Approved.](#)
14. [19-0741](#) Consideration of Resolution 2019-71, A Resolution Authorizing
Condemnation for the Acquisition of Easements for the Shadow Green
Sanitary Sewer Project, 116 Alpha Dr. 8/22/19 CIC 4-0)
- Sponsors:** Michelle Hatcher
- Attachments:** [2019-71 RES Condemnation 116 Alpha Drive with Exhibit A Law Approved.g](#)
15. [19-0846](#) Water and Sanitary Sewer Project Status
- Sponsors:** Michelle Hatcher
- Attachments:** [August 2019 CIC Status](#)
16. [19-0839](#) Capital Projects Status Report
- Sponsors:** Engineering
- Attachments:** [Capital Projects Status Report.pdf](#)

Other Business

Adjournment

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

**ROAD IMPACT FEE REIMBURSEMENT AGREEMENT
COF CONTRACT No. 2019-0134**

This agreement ("Agreement") is entered into between **THE CITY OF FRANKLIN, TENNESSEE** ("City") and **NR McEwen Property Owner LLC**, ("Developer"), on this the day of _____, 20____, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code ("FMC").

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission **McEwen Place PUD Subdivision** COF Project # 6248 for approval (the "Development Project"); and

WHEREAS, the City has required the Developer to design, acquire right-of-way, acquire easements, obtain permits, and construct certain roadway improvements (the "Improvements") as a requirement of the Development Project and as shown on Exhibit A; and

WHEREAS, the Improvements required as part of the Development Project are identified in the Comprehensive Transportation Network Plan, Connect Franklin; and

WHEREAS, the Developer has made application to offset a portion of the costs of these improvements against any Road Impact Fees due from the Development Project.

NOW THEREFORE, the City and the Developer, their successors and assigns, do hereby agree as follows:

1. The recitals stated above are incorporated herein as if set forth at length.
2. **PURPOSE.** The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for the provision of reimbursement of collector and arterial road impact fees pursuant to the FMC.
3. **TERM.** This Agreement shall become effective on the date it is fully executed and shall continue until the parties have fully fulfilled their obligations provided hereunder or until the agreement is terminated as provided herein. Understanding the large financial investment each party is making, this Agreement shall only be terminated for convenience upon written agreement of the parties.
4. **PROJECT.** The Developer has submitted reliable information related to the costs of construction of the following Improvements: The installation of a signal at the intersection of West McEwen Drive and Aspen Grove Drive.
5. **ELIGIBLE ARTERIAL ROAD IMPACT FEE REIMBURSEMENT.** The total eligible costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the above arterial roadway Improvements is **Four Hundred Two Thousand Two Hundred Five and 50/100 Dollars (\$402,205.50)** for the Development Project and the total reimbursement to the Developer is estimated to be **Four Hundred Two Thousand Two Hundred Five and 50/100 Dollars (\$402,205.50)**. At no time shall reimbursement exceed the arterial impact fees collected as part of the Development Project
6. **APPROVAL OF CONTRACTS AND AGREEMENTS.** The City Engineer shall review and approve all professional services agreements, right-of-way and easement acquisition offers (that exceed the appraised value of the acquisition), and construction bids associated with the Improvements. The Developer shall obtain approval prior to the spending of any funding in which the Developer is seeking reimbursement from the City. The Developer agrees that failure to obtain contract approval from the City

Engineer may result in loss of City reimbursement as determined by the City Engineer.

7. APPROVAL OF CONSTRUCTION DOCUMENTS. Prior to starting right-of-way acquisition, easement acquisition, and construction, the Developer shall submit construction documents to the City Engineer for review and approval. The Developer agrees that failure to obtain approval from the City Engineer may result in loss of City reimbursement as determined by the City Engineer.

8. PERMITS. The Developer shall be solely responsible for obtaining and complying with all necessary local, state, and federal permits associated with the Improvements.

9. OFF-SITE RIGHT-OF-WAY AND EASEMENT ACQUISITION.

- a. The Developer shall be responsible for obtaining all off-site right-of-way and easements associated with the off-site Improvements.
- b. At a minimum, the Developer shall offer fair market value for all right-of-way and or easements necessary as part of the Improvements. The value of right-of-way and easements shall be determined by a professional real estate appraiser or other means as approved by the City Engineer.
- c. Should negotiations fail, the City agrees to assist, to the maximum extent allowable by law, in the acquisition of the necessary off-site right-of-way and easements associated with the Improvements.

10. Reimbursement and Final Acceptance.

- a. The Developer may submit periodic invoices to the City during the course of design, right-of-way acquisition, easement acquisition, permitting and construction (not more frequently than every ninety (90) days, which invoices shall be payable within thirty (30) days after approval by the Road Impact Fee Administrator (City Engineer), subject to collected impact fees as specified within this Agreement.
- b. No reimbursement on Construction shall be allowed until all right-of-way and easements have been properly deeded to the City and/or State and recorded at the Williamson County Register of Deeds.
- c. Invoices shall include copies of approved contracts and invoices associated with the roadway Improvements, partial lien waivers for all contracts and copies of checks to show proof of payment. The Developer shall submit invoices based on the latest approved City forms as required by the Road Impact Fee Administrator (City Engineer).
- d. Prior to final reimbursement and City acceptance of off-site Improvements, the Developer shall coordinate final inspections with the City and obtain letters of acceptance from the Street Department or City Engineer.
- e. The following costs are specifically excluded from reimbursement: fiscal cost, including interest of money borrowed to finance the construction, cost for utility relocations, landscaping, turn lanes, internal management fees and turn lanes / signal improvements that benefit solely the development and not the arterial and/or collector roadway.

11. INDEMNIFICATION.

- a. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Developer under this Agreement or otherwise, Developer shall indemnify and hold harmless the City, and the officers, directors, members, partners, employees, agents, consultants and subcontractors, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or

arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Improvements, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the improvements itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Developer, and any contractor and any subcontractor, and any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable.

- b. In any and all claims against City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Developer, and contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable, the indemnification obligation under the paragraph above will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer, or any contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

12. MISCELLANEOUS.

- a. Binding. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.
- b. Severability. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- c. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual parties shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
- d. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.
- e. Assignment. The rights and obligations of this Agreement are not assignable without prior written consent of the City.
- f. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
- g. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

Approved by the Franklin Board of Mayor and Aldermen on _____, 20__.

WITNESS our hands on the dates as indicated.

DEVELOPER

NR McEwen Property Owner LLC _____

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)
)
COUNTY OF _____)

Before me, _____, a Notary Public of said County and State, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____ self to be _____ (or other officer authorized to execute the instrument) of _____, the within named bargainor, a _____, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: _____

DR. KEN MOORE

Mayor

Date: _____

By: _____

ERIC S. STUCKEY

City Administrator

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared **DR. KEN MOORE and ERIC S. STUCKEY**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

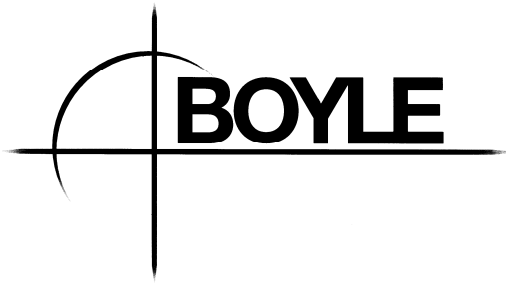
Witness my hand and seal this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Approved as to form by:

Tiffani M. Pope, Staff Attorney



MEMO

TO: Jimmy Wiseman, **Assistant City Engineer**
FROM: Holt Madden, Boyle Investment Company
DATE: 25 April 2019
RE: Road Impact Fee Offset Agreement Request
Signalization of Aspen Grove & W McEwen Dr.

Dear Jimmy,

Please consider this formal request for a road impact fee offset for the McEwen Northside intersection at W McEwen Dr. and Aspen Grove. This fee offset is estimated below and includes the costs associated with the design and construction for the new traffic signal at the intersection of W McEwen Dr. and Aspen Grove. The need for a traffic signal is outlined in the COF Traffic Signal Masterplan. This request is on behalf of NR McEwen Property Owner, LLC to conduct work and receive full reimbursement.

Work will be released by the end of March 2019 and is expected to conclude in November 2019. We propose to design and construct the traffic signal as part of development and are requesting a reimbursement against the previously paid road impact fees. The requested preliminary reimbursement amount is detailed below and within the attachments to this letter:

• Traffic Signal Improvements:	\$ 369,500.00
• Traffic Signal Design:	\$ 21,500.00
• Easements Exhibits & Legal Description:	\$ 1,105.50
• Topographic & Boundary Survey:	\$ 3,700.00
• Traffic Signal Transformer Pad & Conduits:	<u>\$ 6,400.00</u>
	\$ 402,205.50

For our planning purposes, we request that the resulting agreement be finalized as soon as practically possible. If you have any questions, please contact me at (615) 550-5575 or hmadden@boyle.com.

Sincerely,

Holt Madden

Holt Madden

Attachments: Signal Construction Bid Cost (Stansell Electric), Signal Construction Bid, Bid Cost Breakdown (Stansell Electric), Kimerly Horn work for Easements and Design, Harrah & Associates Topo & Partial Boundary Survey, Stansell Electric Transformer Contract



CHANGE ORDER NO.: 1

Owner: **City of Franklin, TN** Date Issued: **7/15/2019**
 Engineer: **David Hodnett**
 Contractor: **Tennessee Valley Paving, Inc.**
 Project Name: **Jim Warren City Park Tennis Court Reconstruction**
 Owners Contract No.: **COF 2018-0252**
 Effective Date of Change Order: **7/15/2019**

The Contract is modified as follows upon execution of this Change Order:

Description:

Add Items:

202(03) Demolition of Large Pavilion
203(05) Undercutting
303(02) Stone Backfill for Undercut area
707(02) Add five (5)- 3-inch post instead of 2 ½ inch line post for stability
707(02) Rock drill for post through undercut stone
740(02) Geotextile fabric Type 1
740(02) Geogrid (TX160 type)

Attachments:

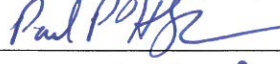
Change Order No. 1 Worksheet

Change in Contract Price		Change in Contract Times [State Contract Times as number of days]	
Original Contract Price:		Original Contract Times: 120 days	
\$ 779,321.00		Substantial Completion: August 20, 2019	
		Ready for final payment: September 19, 2019	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1		[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: 0 days	
\$ 0		Substantial Completion: August 20, 2019	
		Ready for final payment: September 19, 2019	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order: 120 days	
\$ 779,321.00		Substantial Completion: August 20, 2019	
		Ready for final payment: September 19, 2019	
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order: 19 days	
\$ 221,095.20		Substantial Completion: September 8, 2019	
		Ready for final payment: October 8, 2019	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders: 139 days	
\$ 1,000,416.20		Substantial Completion: September 8, 2019	
		Ready for final payment: October 8, 2019	

Contractor (Authorized Signature)

By: 
 Title: 
 Date: 7-25-2019

Recommended by Department Director

By: 
 Title: 7-25-19 Director of Eng
 Date: 7-25-19

MODIFIED - EJCDC® C-941, Change Order.

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EJCDC - 00941

Page 1 of 2

Recommended by City Project Manager

By: *James H. Hinton P.E.*

Title: *Project Manager*

Date: *7/25/19*

Authorized by Owner

By: _____

Title: Mayor, City of Franklin, TN

Date: _____

COF 2018-0252 Change Order No. 1 Worksheet

	Quantity	Unit	Unit Price	Amount	Days
Add Items:					
202(03) Demolition of Large Pavilion	1	L.S.	\$5,500.00	\$5,500.00	2
203(05) Undercutting	1283.45	Cu. Yd.	\$12.00	\$15,401.40	15
303(02) Stone Backfill for Undercut area	4627.06	Ton	\$30.00	\$138,811.80	
707(02) Add five (5)- 3-inch post instead of 2 ½ inch line post for stability	1	L.S.	\$1,068.00	\$1,068.00	1
707(02) Rock drill for post through undercut stone	1	L.S.	\$8,514.00	\$8,514.00	1
740(02) Geotextile fabric Type 1	4800	Sq. Yd.	\$10.00	\$48,000.00	
740(02) Geogrid (TX160 type)	1	L.S.	\$3,800.00	\$3,800.00	
			Total:	\$221,095.20	19

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2019-0256**

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

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

MCEWEN DRIVE PHASE 4 REVIEW APPRAISAL SERVICES

1. **SCOPE OF SERVICES.** Consultant shall provide appraisal services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of (Fifty-One Thousand Four Hundred And No/100 Dollars) (\$51,400.00).

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 201__.**

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

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

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes

effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

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

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

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

- 6.1 TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2** Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.4** Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate

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

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

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

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

- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

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

Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

BY: 
Consultant's Signature
TITLE: Appraiser
Date: 8-12-2019

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney

R. Rhett Turner, MAI, SR/WA

P.O. Box 2191 Mt. Juliet, TN 37121 | 615-812-7698 | RRT2244@gmail.com

July 31, 2019

Mr. Ben Worley, Right of Way Agent
Engineering Department City of Franklin
109 Third Avenue South, Suite 142
Franklin, TN 37064

RE: Proposal for Real Estate Appraisal Reviews and Form 2s
East McEwen Drive Phase 4
State Project Number 94LPLM-F3-096
Federal Project Number STP-M-9305(31)
TDOT PIN 125418.00
From 1,750 FT East of Cool Springs Blvd to Wilson Pike (S.R. 253)
Franklin, Williamson County, Tennessee

Dear Mr. Worley:

I am pleased to submit the fee schedule for the appraisal reviews and Form 2s for above noted project. The appraisal review reports report will be in compliance with the Tennessee Department of Transportation (TDOT) Guidelines for Appraisers, the Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Foundation and the Appraisal Institute's Standards of Professional Appraisal Practice and Code of Professional Ethics. The Form 2 will be in compliance with TDOT Right of Way standard operating procedures.

The appraisal review reports and Form 2s will be delivered to you in electronic pdf file format. Original hardcopies are available on request. If the City of Franklin would like assistance with the Right of Way Certification or condemnation process, this service can be provided and will be invoiced at the administrative rate of \$250.00 per hour. Any revisions to the appraisal review reports or Form 2s will be billed at the administrative rate of \$250.00 per hour. The appraisal review reports and Form 2s will be completed and delivered within 30 days after receipt of the appraisal report from the appraiser, Richard L. Maddux, SRA provided that a fully executed contract with the City of Franklin is delivered to me prior to the appraisal reports. I will also need an electronic copy and hard copy of the most recent set of right of way plans and all other related documentation.

The following chart provides a tract by tract fee schedule based on property type. Payment is due and expected with 30 days of the invoice date. Prompt payment is appreciated. Summarizing the table, 19 tracts will be reviewed, 19 appraisal review reports and 19 Form 2s will issued for this project.

be

R. Rhett Turner, MAI, SR/WA

P.O. Box 2191 Mt. Juliet, TN 37121 | 615-812-7698 | RRT2244@gmail.com

East McEwen Drive Phase 4 Fee Schedule		
Tract Number	Property Type	Fee
1	Residential- FPA	\$ 2,600.00
2	Residential HOA-FPA	\$ 2,800.00
4	Residential HOA- FPA	\$ 2,800.00
4B	Residential HOA- FPA	\$ 2,800.00
8	Residential HOA- FPA	\$ 2,800.00
10	Residential HOA- FPA	\$ 2,800.00
11	Residential- FPA	\$ 2,600.00
12	Residential- FPA	\$ 2,600.00
13	Residential- FPA	\$ 2,600.00
14	Residential- FPA	\$ 2,600.00
15	Residential- FPA	\$ 2,600.00
16	Residential- Formal	\$ 3,000.00
17	Residential- FPA	\$ 2,600.00
18	Residential-FPA	\$ 2,600.00
19	Residential HOA- FPA	\$ 2,800.00
20	Residential HOA- FPA	\$ 2,800.00
21	Residential HOA- FPA	\$ 2,800.00
22	Residential- FPA	\$ 2,600.00
27	Residential- FPA	\$ 2,600.00
Total		\$ 51,400.00

Thank you for the opportunity to work with the City of Franklin on this project. Prompt attention to the contracting process will assist me in expediting this project. If you have any questions please feel free to contact me anytime.

Respectfully submitted,



R. Rhett Turner, MAI, SR/WA

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2019-0255

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

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

MCEWEN DRIVE PHASE 4 APPRAISAL SERVICES

1. **SCOPE OF SERVICES.** Consultant shall provide appraisal services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of **(SEVENTY-SEVEN THOUSAND ONE HUNDRED AND NO/100 DOLLARS) (\$77,100.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 201__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

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

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes

effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

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

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

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

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- 6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

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- 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 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

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

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES**

City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate

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

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

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

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

- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and

Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

BY: 
Consultant's Signature
TITLE: APPRAISER/OWNER
Date: 08/14/2019

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Shauna R. Billingsley
City Attorney

ATTACHMENT A

Richard L. Maddux, SRA

416 Cross Creek Ct, Franklin, TN 37067 | 615-383-3263 | RMADDUX@BELLSOUTH.NET

July 31, 2019

Mr. Ben Worley, Right of Way Agent
Engineering Department City of Franklin
109 Third Avenue South, Suite 142
Franklin, TN 37064

Re: East McEwen Drive Phase 4 Improvements Project
TDOT PIN 125418.00, Federal Project Number STP-M-9305(31)
State Project Number 94LPLM-F3-096
From Cool Springs Boulevard/Oxford Glen Drive to SR-252 (Wilson Pike)
Franklin, Williamson County, Tennessee

Dear Mr. Worley:

Per your request, I am pleased to present this proposal as we discussed. This proposal addresses the appraisal services for the East McEwen Drive project referenced above. The appraisal reports report will be made in compliance with the Tennessee Department of Transportation (TDOT) Guidelines for Appraisers, the Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Foundation and the Appraisal Institute’s Standards of Professional Appraisal Practice and Code of Professional Ethics.

Fees for the services & anticipated delivery dates are as follows: (All Tracts are Residential)

East McEwen Drive Project Fee Schedule			
Tract Number	Property Type	Fee	
1	Individual - FPA	\$	3,900.00
2	H.O.A Owned -FPA	\$	4,200.00
4	H.O.A Owned -FPA	\$	4,200.00
4B	H.O.A Owned -FPA	\$	4,200.00
8	H.O.A Owned -FPA	\$	4,200.00
10	H.O.A Owned -FPA	\$	4,200.00
11	Individual - FPA	\$	3,900.00
12	Individual - FPA	\$	3,900.00
13	Individual - FPA	\$	3,900.00
14	Individual - FPA	\$	3,900.00
15	Individual - FPA	\$	3,900.00
16	Individual - Formal	\$	4,500.00
17	Individual - FPA	\$	3,900.00
18	Individual - FPA	\$	3,900.00
19	H.O.A Owned -FPA	\$	4,200.00
20	H.O.A Owned -FPA	\$	4,200.00
21	H.O.A Owned -FPA	\$	4,200.00
22	Individual - FPA	\$	3,900.00
27	Individual - FPA	\$	3,900.00
(FPA – Formal Part Affected)			
Total		\$	77,100.00

- The hourly rate for the administrative requirements (revisions, meetings, etc.) is \$250.00/hour.
- Expected completion and delivery is 45-90 days from the date of receipt of the executed contract with the City of Franklin.
- Payment for services will be invoiced on delivery and payment is due upon receipt.

If you have any questions, please feel free to contact me prior to, or at any time during, this assignment.

Sincerely,

A handwritten signature in blue ink that reads "Richard L. Maddux". The signature is written in a cursive style with a large, stylized 'R' and 'M'.

Richard L. Maddux, SRA

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2019-0261**

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

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

**DESIGN OF INTERSECTION IMPROVEMENTS (ROUNABOUT CONCEPT) AT
LIBERTY PIKE & NORTH ROYAL OAKS BOULEVARD/MALLORY LANE**

1. SCOPE OF SERVICES. Consultant shall provide surveying, engineering, and related technical services for the Project in accordance with the Scope of Services ("Services") as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount Not-to-Exceed Four Hundred Sixty-Six Thousand Two Hundred Ninety-Five and No/100 Dollars (\$466,295.00).
5. Payment of permit fees and third-party review fees, as a direct reimbursable cost, shall be allowed to exceed the above listed not-to-exceed contract ceiling.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 201__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

- 3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.
- 3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

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

- 4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:
- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
 - (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
 - (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;

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

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

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

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

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

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

6.1 **TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

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

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City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this

Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

CONSULTANT:

CITY OF FRANKLIN, TENNESSEE:

(Signature)

(Signature)

Name: _____

Name: Dr. Ken Moore

Title: _____

Title: Mayor

Date: _____

Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney



302 Innovation Drive, Suite
100
Franklin, Tennessee 37067
615.656.1845

August 9, 2019

Mr. Jonathan Marston, P.E.
Assistant Director of Engineering
City of Franklin – Engineering Department
109 3rd Avenue South
Franklin, TN 37064

SUBJECT: Intersection Upgrades at Mallory Lane/N. Royal Oaks Boulevard and Liberty Pike

Dear Mr. Marston:

This will serve as our proposal to provide professional engineering services related to completion of the design of the Intersection Upgrades at Mallory Lane/N. Royal Oaks Boulevard and Liberty Pike in Franklin, Tennessee.

The scope of work shall include project management; a survey update; development of design plans and contract documents for the roadway, landscape, and utilities; and bidding assistance for the intersection upgrades. A detailed scope of work and proposed fee are attached.

Thank you for the opportunity to provide these services. If you have any questions or comments or require additional information, please contact us at 615.656.1845.

Sincerely,

A handwritten signature in black ink that reads "Justin Eckel".

Justin Eckel, PE
Assistant Vice President

Enclosure



302 Innovation Drive, Suite
100
Franklin, Tennessee 37067
615.656.1845

SCOPE OF SERVICES

Intersection Improvements at Mallory Lane/North Royal Oaks Blvd. and Liberty Pike

Project Background

Volkert was selected in 2017 by the City of Franklin to prepare a traffic study and design plans for intersection improvements at Mallory Lane/North Royal Oaks Blvd. and Liberty Pike. The study was completed in 2017 and presented alternatives for a signalized intersection. An alternative was selected and Right-of-Way (ROW) plans were developed which were submitted in January 2018. A public meeting was held on August 30, 2018 at which the intersection options presented in the original study were discussed as well as the option of a roundabout. In November 2018, the City requested that Volkert update the analysis and conceptual figures for three signalized intersection options and one roundabout option. The analysis and figures were finalized in February 2019 and discussed at the BOMA work session on March 26, 2019. A resolution was approved by BOMA at their April 23, 2019 meeting for the selection of the roundabout alternative. This alternative is presented in Exhibit A. A scoping meeting was held between Volkert and City staff on April 29, 2019. The scope of services provided herein is based on Volkert's project understanding based on that meeting.

Task 1 – Survey Update

Volkert subconsultant, Civil Infrastructure Associates, will perform additional survey to capture areas required for the alternative presented in Exhibit A that were not captured in the original design. These areas are:

- Extension along Liberty Pike for a distance of approximately 450' west of Crossmill Court (200' wide);
- Fifty (50) feet of additional survey width beyond current survey limits along Liberty Pike (south side) from Crossmill Court to the driveway approximately 300' west of Royal Oaks Blvd;
- Additional triangular area in the northeast quadrant of the intersection. The legs of this triangular area extend the original survey approximately 150' east along Liberty Pike and 400' north along Mallory Lane;
- Extension of the survey north along Stanwick Drive (100' wide) to the intersection with Toliver Court.

Task 2 – Roundabout Peer Review

Volkert subconsultant, MSA Professional services will provide peer reviews at the conceptual, 30%, 60%, and 90% submittals. The review tasks will address the following design elements:

- Operational analysis of build year and design year traffic turning movements
- Review of Horizontal and vertical geometry
- Setting sub-alignments to produce profiles of splitters and central island truck apron curb
- Typical cross-sections
- Staging concept and plans
- Drainage design and driver comfort in vertical grading design
- Cross sections and a roundabout pavement elevation plan
- Bicycle and pedestrian integration and ADA ramp construction details
- Traffic information system – signs and markings
- Intersection illumination – pole placement and photometric modeling
- Landscape considerations – sight distance and clear zone definition



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100
Franklin, Tennessee 37067
615.656.1845

Tasks 3 thru 5 – Roadway Plans

Preliminary Plans (30%)

Preliminary Plans will be developed to the extent required by the TDOT Design Guidelines. A horizontal alignment and profile grade acceptable to the City of Franklin be developed. Typical sections will be determined for Liberty Pike, Mallory Lane, and Royal Oaks Blvd. Properties will be identified with owner and tract number. Cross drain locations will be identified and sizes determined, but no closed storm sewer system will be designed at this time. Roadway cross sections will be cut at an interval of fifty feet along the centerline and preliminary slopes and retaining wall locations set. Side road and driveway profiles will also be designed. The preliminary plans will include the following sheets: title, typical sections, property map and acquisition table, present layout, proposed layout, profile, right-of-way detail, roundabout geometry, side road profile, driveway profile, drainage map, culvert sections, and roadway cross sections.

Note: After the completion of Preliminary Plans, a detailed scope of work for the structural design and geotechnical investigations required for the retaining walls will be developed and presented to the City as a supplement to this contract.

Right-of-Way Plans (60%)

Right-of-Way Plans will be developed to the extent required by the TDOT Design Guidelines. The closed storm sewer system and special ditches will be designed and incorporated with the cross drains. Cross sections will be finalized showing the proposed roadway template, slopes, and retaining walls along with earthwork cut and fill data. Proposed right-of-way and easements will be determined allowing completion of the acquisition table showing all effected properties with the area to be acquired and any easements needed. NPDES and ARAP permit applications, including a SWPPP, will be prepared at this time. The right-of-way plans will include the following sheets: title, typical sections, details, property map and acquisition table, present layout, proposed layout, profile, right-of-way detail, roundabout geometry, side road profiles, driveway profiles, drainage map, culvert sections, erosion control, draft retaining walls, and roadway cross sections. Preliminary quantities will be calculated for this submittal.

Construction Plans (90%/100%)

Construction Plans will be developed to the extent required by the TDOT Design Guidelines. All second sheets will be produced including the index, general and special notes, standard drawings, estimated roadway quantities, special details, and tabulated quantities. Traffic control plans, pavement marking and signing plans, and traffic signal plans will all be designed in this phase. The construction plans will include the following sheets: title, index, estimated roadway quantities, general notes, tabulated quantities, typical sections, details, property map and acquisition table, present layout, proposed layout, profile, right-of-way detail, roundabout geometry, side road profiles, driveway profiles, drainage map, culvert sections, erosion control, traffic control, pavement marking and signing, traffic signal, detailed retaining walls, and roadway cross sections. A final engineer's estimate of probable construction cost will also be provided.

Task 6 – Landscape Plans

Deliverables will occur for the landscape plans at the 30%, 60%, 90%, and 100% design phase.

- The 30% design phase shall include initial coordination with the City of Franklin, selection of species, concept design, production of landscape drawings (plans, details, and preliminary cost estimate)



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- The 60% design phase shall include responding to review comments and coordination with the client. Production of landscape drawings shall not be included in the 60% submission.
- The 90% design phase shall incorporate the resolutions of the 30% review and coordination completed during the 60% phase. The production of landscape drawings shall include design revisions and refinements for the plans, details, and cost estimates. Special provisions, irrigation design, and site design details shall not be required for this project. Written responses to review comments shall be provided.
- The 100% design phase shall include updating drawings to reflect the review comments provided for 90% design. The 100% submission will be the final design ready for construction. Written responses to review comments shall be provided.

Tasks 7 & 8 – Utility Plans

Deliverables will occur for the water, sewer, and lighting plans at the 30%, 60%, 90%, and 100% design phase. Preliminary quantities will be included at the 60% stage. Final quantities and an engineer's estimate of probable construction cost will be provided at 90% and 100%. The scope of work includes:

- Modify water and sewer lines as needed for new roadway alignment including horizontal alignment, vertical alignment, and details.
- Lighting design will be done in AGI32 using LED luminaires and will be prepared using MTEMC and City of Franklin guidelines.
- Design conduit for ITS along Royal Oaks Blvd, tie to existing ITS at the intersection, and install camera(s) at the intersection.

Task 9 – Bidding Assistance

This task includes the preparation of the project manual (bid book), preparation of the project special provisions (specifications), responding to contractor RFIs during advertisement of construction contract, and verification of contractor bids.

Task 10 – Subsurface Drainage Issue Along Royal Oaks Blvd.

On July 10, 2019, staff of Volkert and the City of Franklin met on-site to discuss a subsurface drainage issue along Royal Oaks Blvd. approximately 500' south of the current project limits. City staff have observed water seeping through the asphalt pavement and requested subsurface exploration to address the issue. The scope of work for this task is as follows:

- Extension of survey approximately 500' south along Royal Oaks Blvd (150' DTM width) = \$3,270
- Subsurface Exploration (see Exhibit B) = \$10,365
- Preparation of Construction Plans = \$9,000

Additional Services

Additional services will be negotiated at the time of need. These services include, but are not limited to Right-of-way acquisition assistance, Construction Engineering and Inspection, geotechnical services, shop drawing review, and structural design of retaining walls.



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100
Franklin, Tennessee 37067
615.656.1845

COMPENSATION

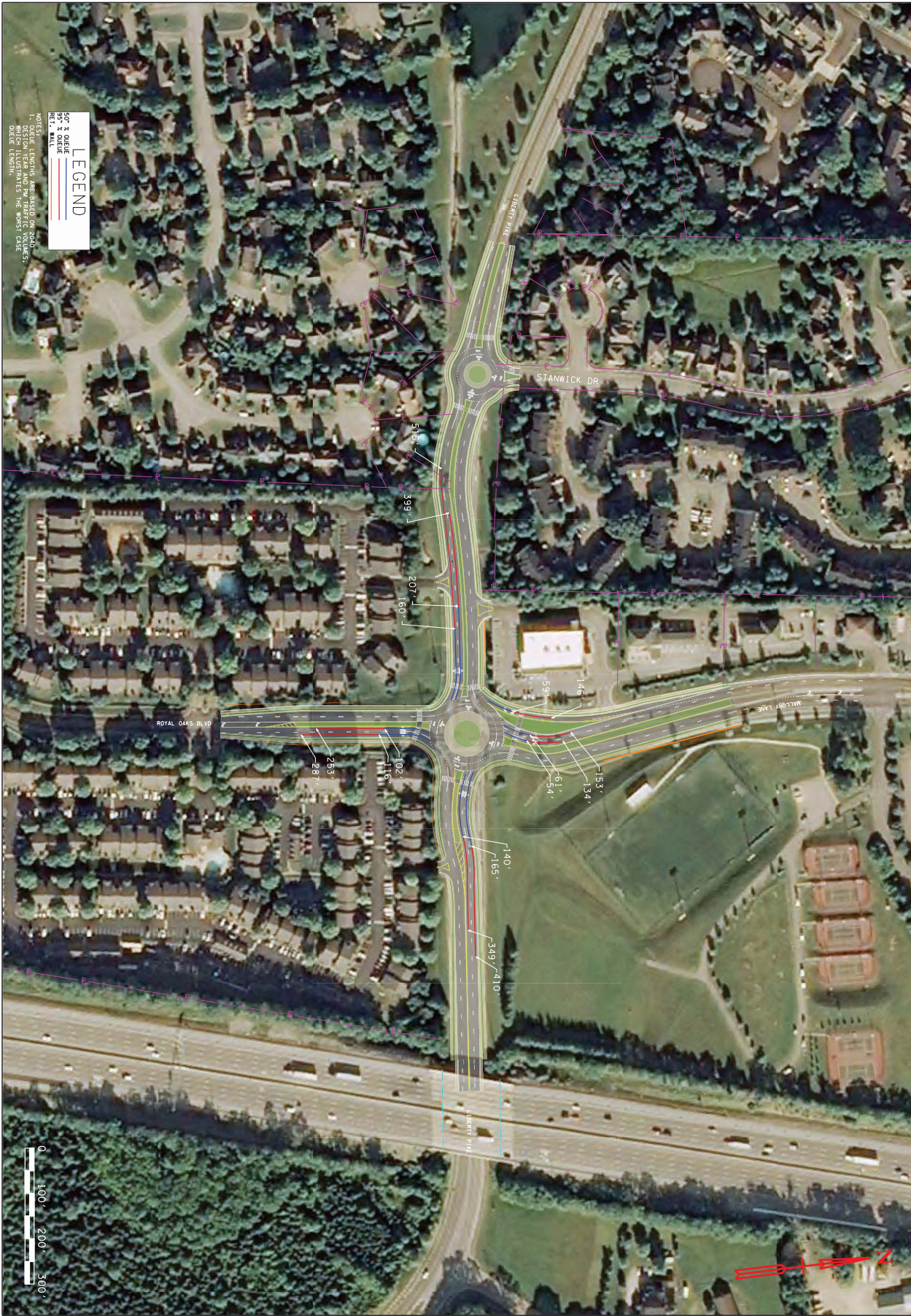
The proposed compensation for completion of the tasks outlined above are reflected in the table below.

Task	Description	Fee
1	Survey Update	\$16,490
2	Roundabout Peer Review	\$14,960
3	Preliminary Roadway Plans	\$116,880
4	Right-of-Way Roadway Plans	\$116,880
5	Construction Roadway Plans	\$57,350
6	Landscaping Plans	\$34,060
7	Water/Sewer Plans	\$43,400
8	Lighting Plans	\$31,640
9	Bidding Assistance	\$12,000
10	Subsurface Drainage Issue	\$22,635
Not-to-Exceed Fee		\$466,295

All work will be invoiced on a monthly basis against the “not-to-exceed” fee for professional services in accordance with the rate schedule below. Subconsultants will be billed at Volkert’s cost incurred.

Classification	Hourly Rate
Principal	\$225
Project Manager	\$205
Senior Engineer 2	\$180
Senior Engineer 1	\$154
Staff Engineer 2	\$142
Staff Engineer 1	\$132
Engineer-in-Training	\$95
Senior Designer	\$130
Designer	\$110
CAD Technician	\$90
Senior Planner	\$145
Planner	\$105
Administrative	\$85

Note: The rates above will increase by 2.5% on July 1 of each calendar year starting on July 1, 2020.



DATE: 2/26/2018
DESIGNED BY: JAP
DRAWN BY: JAP
SUPPLEMENTED BY: JED
CHECKED BY: JED
YEAR: 2019
SHEET NO:

ROUNDABOUT DESIGN LAYOUT
MALLORY LANE / LIBERTY PIKE
FRANKLIN, TENNESSEE



302 INNOVATION DRIVE, FRANKLIN, TN 37067
PHONE: (615) 656-1845 FAX: (615) 656-1870

REVISIONS		
NO.	DATE	DESCRIPTION

GEOTEK

Geotek Engineering Company, Inc. • 2909 Elizabeth Street • Nashville, Tennessee 37211-2302
(615) 833-3800 • Fax (615) 833-4097 • www.geotektn.com

August 2, 2019

Volkert, Inc.
302 Innovation Drive
Franklin, TN 37067

ATTN: Justin Eckel

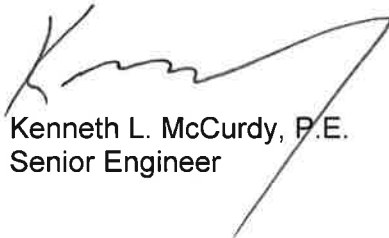
**SUBJ: Royal Oaks Boulevard - Seepage
Mallory Lane / Liberty Pike Intersection Widening
Franklin, Tennessee**

Dear Mr. Eckel:

Presented herein is our proposal to provide geotechnical services for the above-referenced project. To verify acceptance of this proposal, please reply by email. Meanwhile, should you have any questions or need additional information, feel free to contact us. We look forward to working with you.

Sincerely,

GEOTEK ENGINEERING COMPANY, INC.



Kenneth L. McCurdy, P.E.
Senior Engineer



John Rami Mishu, P.E., P.G.
President

Attch: (1) Proposal
(2) Terms for Services
(3) GBA Publication
(4) Fee Schedule

KLM/ds/proposals/Royal Oaks Blvd - Seepage

PROPOSAL FOR GEOTECHNICAL INVESTIGATION

SCOPE OF SERVICES

We understand that after periods of heavy rain, seepage occurs through the asphalt pavement at several locations in Royal Oaks Boulevard south of the intersection of Royal Oaks Boulevard and Liberty Pike in Franklin, Tennessee. This seepage occurs somewhere between about 1,000 and 1,400 feet south of the intersection.

Our geotechnical investigation will include 6 borings in the road. We will first meet with City of Franklin representatives to learn first hand their experience with seepage in the area. We will attempt to make a site visit after a rainfall event to observe, for ourselves, the seepage. Based on that discussion and our observations, we will select 6 locations for drilling borings. We will utilize traffic control to close one lane of traffic at a time when drilling borings in that lane.

The borings will first be advanced through the asphalt pavement using a 6- to 8-in. diameter core barrel. The borings will then be advanced by augers through the pavement's base-course and subgrade soils to a typical depth of 6 feet or refusal, whichever is less. The borings will include Standard Penetration testing and groundwater level measurements.

Upon completion of drilling, the borings will be backfilled with auger cuttings and then capped with an oversized cement plug to reduce the chances for borehole settlement to occur.

Laboratory testing will likely include Moisture Contents, Atterberg Limits tests, Sieve Analyses, and Index-Penetrometer tests for soil classification and strength index comparisons.

Upon completion of the investigation, a geotechnical report will be submitted which will include the following:

- A description of the field study and laboratory test results.
- A description of subsurface conditions encountered.
- General recommendations for intercepting water flow beneath the pavement structure to attempt stopping the flow of water through the asphalt.

Our report will not include formal design drawings, but will consist of a conceptual layout and a few details to illustrate our recommendations.

Royal Oaks Blvd - Seepage
August 2, 2019

Page 2

COST ESTIMATE

We list below our presently anticipated work items, the estimated quantities, our unit prices, and the estimated total cost.

<u>Field Work Items</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Sub-Total Amount</u>
Drilling and SPT Sampling	1	\$ 2,500	\$ 2,500.00
Traffic Control	1	Cost + 15%	1,000.00
Field Work Sub-Total			\$3,500.00
<u>Laboratory Testing Items</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Sub-Total Amount</u>
Index-Penetrometer Test	12	\$ 10.00/ea	\$ 120.00
Natural Water Content	12	10.00/ea	120.00
Atterberg Limits	4	65.00/ea	260.00
Grain-Size Analysis	4	120.00/ea	480.00
Laboratory Work Sub-Total			\$980.00
<u>Personnel Items</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Sub-Total Amount</u>
Staff Engineer/Geologist	16 hrs	\$ 125.00/hr	\$ 2,000.00
Project Engineer/Geologist	16 hrs	145.00/hr	2,320.00
Project Engineer/Manager	6 hrs	180.00/hr	1,080.00
Support Staff	6 hrs	70.00/hr	420.00
Mileage	100 mi	0.65/mi	65.00
Personnel Sub-Total			\$5,885.00
ESTIMATED GRAND TOTAL COST =			<u>\$ 10,365.00</u>

Based upon these unit prices and quantities, we estimate that the total cost of our study will be \$10,365. We propose to bill you based on these unit prices. We have also attached our complete standard fee schedule for other items not listed above.

Our cost estimate covers the work required to present our findings in report format. This cost estimate does not include time to review the drawings and specifications for compliance with our recommendations, time for meetings and conferences, and time on other activities requested after submittal of our report. We can provide these additional services on a unit-price basis per the attached fee schedule.

Please bear in mind that sites and projects such as this one might require additional geotechnical effort after the geotechnical report is submitted. We recommend allotting additional cost for this work either (a) in this proposal or (b) at the appropriate future time.

Royal Oaks Blvd - Seepage
August 2, 2019

Page 3

SCHEDULE

We are currently available to begin work on the site within 7 business days. We will keep you informed of the progress of the exploration. If any changes in the plans are indicated by the initial results, we will consult with you and make any necessary changes. The field work should take 1 to 2 work days to complete. Laboratory testing will take 5 to 7 work days to complete. Our final written report will be submitted approximately 10 work days following completion of the lab work. The total duration, from "authorization-to-proceed" to "report-submittal", is about 25 business days (i.e., about 5 weeks). Should you so request, some preliminary oral recommendations can be provided immediately following the field investigation.

TERMS AND CONDITIONS

We assume that all necessary approvals will be obtained by the City of Franklin for working in the road and operating our equipment in the right-of-way. We also assume that all necessary approvals will be obtained by the City of Franklin for closing one lane of traffic at a time.

If any underground utilities or other buried structures are present, their locations should be brought to our attention. Public utilities are located by a free "call-in" service. Geotek will contact Tennessee 811 to located their member underground utility lines to the extent provided by that service. But other underground lines and structures can (and should) be located by some other unambiguous method (e.g., a utility-locating company), if there is any doubt about their presence. Our pricing does not include the time and cost of this work.

~~The attached Terms-for-Services are integral parts of our contract for services. The rates quoted in this proposal will remain valid for acceptance for a period of 90 days.~~

GEOTEK

Geotek Engineering Company, Inc. • 2909 Elizabeth Street • Nashville, Tennessee 37211-2302
(615) 833-3800 • Fax (615) 833-4097 • www.geotektn.com

2018 Fee Schedule

PERSONNEL STANDARD HOURLY RATES

Principal Engineer or Manager	\$...275.00/hr
Project Engineer, Manager, or Geologist (Level II)	180.00/hr
Project Engineer, Manager, or Geologist (Level I)	145.00/hr
Staff Engineer or Geologist (Level II)	125.00/hr
Staff Engineer or Geologist (Level I)	105.00/hr
Senior-Level Field Technician (for other testing/monitoring)	85.00/hr
Field Technician (for routine soil and concrete testing)	70.00/hr
Special Inspector IBC Ch. 17 (e.g., Structural Steel, Masonry, etc.)	95.00/hr
Support Staff (drafting, secretarial)	70.00/hr
Travel Per Diem	200.00/day(±)
Mileage (to/from site)	0.65/mi
Vehicle Daily Rate (on-site)	25.00/day

FIELD INVESTIGATION

Mobilization of Heavy Equipment (e.g., truck-mounted drill rig, water truck, dozer, etc.)	\$...500.00/ea
Mobilization of Specialized Heavy Equipment (e.g., ATV-mounted drill rig)	850.00/ea
Mobilization of Light Equipment (e.g., steam cleaner, portable core drill, etc.)	200.00/ea
Dozer	cost + 15%
Backhoe	cost + 15%
Water truck	300.00/day
Steam cleaner	150.00/day
Portable core-drill	cost + 15%
Rentals	cost + 15%
Borehole set-up	50.00/ea
Auger sounding/drilling	10.00/ft
Standard Penetration Testing (SPT) and sampling at 2.5-ft intervals for first 10 feet and 5-ft intervals thereafter - 0 to 50 ft depth	15.00/ft
- 50 to 100 ft depth	22.00/ft
Continuous SPT and sampling - 0 to 50 ft depth	30.00/ft
- 50 to 100 ft depth	45.00/ft
Shelby tube sampling	60.00/ea
Coring set-up	150.00/ea
NX rock coring	55.00/ft
Drilling in rock (3- to 6-inch roller bit)	45.00/ft
Drill rig and crew requiring use of rig for special purposes (e.g., difficult drilling conditions, field permeability testing, instrumentation, etc.)	300.00/hr
Furnish and install (in pre-drilled hole) - 2-inch, Sch 40 PVC casing with 10-ft well screen and backfill with sand, bentonite seal, and grout	30.00/ft
Furnish and install 6-inch protective steel surface casing with locking cap	400.00/ea
Standby and miscellaneous time for drill crew (e.g., wait on client, decontamination, gate entry/exit delays, geophysical logging, prepare access roads, survey boring locations, etc.)	300.00/hr

- NOTES:**
1. All mobilization rates listed above are minimum charges. Actual charge may vary with location and job requirements.
 2. Minimum project charge for truck-mounted drill rig and crew is \$2,000 and for ATV-mounted drill rig and crew is \$2,200.
 3. Various other well installation requirements such as inclinometer casing, Sch 80 PVC casing, stainless steel casing, protective guard posts, etc. are available upon request.
 4. Other drilling/sampling services (e.g., barge-mounted drilling, 11-inch augering, angle drilling, piston sampling, HX coring, air-rotary drilling, grouting, etc.) are available upon request.
 5. Other field testing services such as field CBR, plate load, pile load, field permeability, non-destructive steel, pH, resistivity, etc. are available upon request.
 6. Rates are subject to annual escalation.

LABORATORY TESTING**Soil, Aggregate, and Rock-Core**

Nuclear density	\$ 50.00/day
Static or dynamic cone penetrometer	25.00/day
Natural water content	10.00/ea
Atterberg limits (liquid and plastic)	65.00/ea
Unit weight of soil or rock	15.00/ea
Specific gravity of solids	50.00/ea
Grain-size analysis - complete	120.00/ea
- washed	80.00/ea
- material passing No. 200 sieve	50.00/ea
Unconfined compression test of soil	65.00/ea
Index-penetrometer Test	10.00/ea
Proctor - Standard or Modified	150.00/ea
- Method C	200.00/ea
Swell test w/restraint	175.00/ea
Hydraulic conductivity w/ triaxial permeameter - undisturbed	250.00/ea
Consolidation - w/ rebound	300.00/ea
- w/ rate of consolidation measurements	450.00/ea
Triaxial compression - unconsolidated-undrained (3 points)	900.00/ea
- consolidated-undrained (3 points)	1,200.00/ea
- consolidated-drained (3 points)	1,500.00/ea
Remold samples for specialized tests (e.g., hydraulic conductivity, triaxial, and consolidation)	50.00/ea
California Bearing Ratio - 3 points	400.00/ea
- 1 point	200.00/ea
- undisturbed sample	150.00/ea
Los Angeles abrasion of aggregate	350.00/ea
Sodium Sulfate soundness test for aggregate (5 cycles)	450.00/ea
Relative density of cohesionless soil	125.00/ea
Sand equivalence test	100.00/ea
Flat, elongated, fractured faces of aggregate	100.00/ea
Organic content (lost in ignition)	50.00/ea
pH of soil (lab method)	25.00/ea
Resistivity of soil (lab method)	60.00/ea
Point Load Index Test of Rock (Axial)	85.00/ea
Splitting Tensile Test of Rock Core (Brazilian)	80.00/ea
Compressive Strength of Rock Core	60.00/ea

Concrete

Concrete Mix Design - standard	\$ 2,500.00/ea
- 1-pt. verification	1,800.00/ea
- verification without testing	1,000.00/ea
Flexural strength and/or curing	60.00/ea
Compressive Strength of Concrete Cylinder	15.00/ea
Petrographic Analysis	cost + 15%
Concrete Coring	cost + 15%

Asphalt

Asphalt Mix Design - Marshall method	\$ 2,500.00/ea
- per TDOT requirements	4,000.00/ea
- 1-pt. verification	1,800.00/ea
- verification without testing	1,000.00/ea
Extraction/gradation	200.00/ea
Unit weight of in-place asphalt cores	50.00/ea
Marshall compaction and density (1 set of 3 specimens)	250.00/ea
Marshall stability and flow (1 set of 3 specimens)	250.00/ea
Nuclear density meter rental	50.00/day
Theoretical Specific Gravity (Rice method)	75.00/ea
Asphalt Coring	cost + 15%

LABORATORY TESTING (continued)**Masonry**

Compressive Strength of Mortar or Masonry Grout	\$...40.00/ea
Unit Weight and Absorption of Concrete Masonry Units.....	70.00/ea
Compressive Strength of Concrete Masonry Units	70.00/ea5
Compressive Strength of Concrete Masonry Unit Prisms.....	120.00/ea

Steel

Visual Weld, Bolt Torque, Shear Stud Monitoring.....	Hourly Rate
Steel Reinforcement and Post-Tensioning Steel Monitoring.....	Hourly Rate
Fireproofing Testing/Monitoring	Hourly Rate
Non-Destructive Steel Testing Services.....	Upon Request

- NOTES:**
1. 24-hour notice required for field testing services.
 2. Field testing services charged portal to portal.
 3. Normal work day is any 8-hr period between 7:00 a.m. to 6:00 p.m. Overtime multiplier of 1.5 for technicians will be applicable for services rendered outside of these hours, over 8 hours/day within this period, and on Saturdays, Sundays, and Holidays.
 4. Minimum site visit charge for technician is 4 hours (exception if only for pick-up/delivery of samples, cylinders, letters, etc.)
 5. Technicians, geologists, and engineers for field testing, monitoring, and evaluation (e.g., load tests, test-pit sampling, In-Place-Density testing, preparation of cylinders, core sampling, etc.) are charged at standard hourly rates noted herein.
 6. "Engineer/Manager" and "Support Staff" time spent to produce, review, and submit field reports will, on occasion, be charged.
 7. Special and/or additional laboratory-test procedures or effort might require different cost-basis.
 8. Rates are subject to annual escalation.



HISTORIC
FRANKLIN
TENNESSEE

Request for Water and/or Sewer Availability & Associated Costs

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

Type of Availability Requested:		CHECK ALL THAT APPLY: ☐ Water ☐ Sewer	
Project Name & Subdivision, Section, Lot #		Judith L (Sutton) Wallas	
Map & Parcel(s) #			
Property Address:		WAS 1936 LIBERTY PIKE (NOW 3631 E. Mc EVVEN DR.)	
City Project # (If Applicable)			
# of Dwelling Units (If Residential)		ONE	
Applicant's Name & Company			
Applicant's Address			
Applicant's Email & Phone #			
Anticipated Water Meter Size(s) (see chart on pg. 3).			
Water District:		MICROFTON	
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet -pg.4			
350 GPD			
use additional sheets as necessary			
Anticipated sewage flows: Information Required for Sewer Service			
If County is requiring this request please indicate if you are requesting an approval or denial:		☒ DENY my Request ☐ APPROVE my request *approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*	

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

Email Application to: availability@franklintn.gov

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

Date Submitted: _____



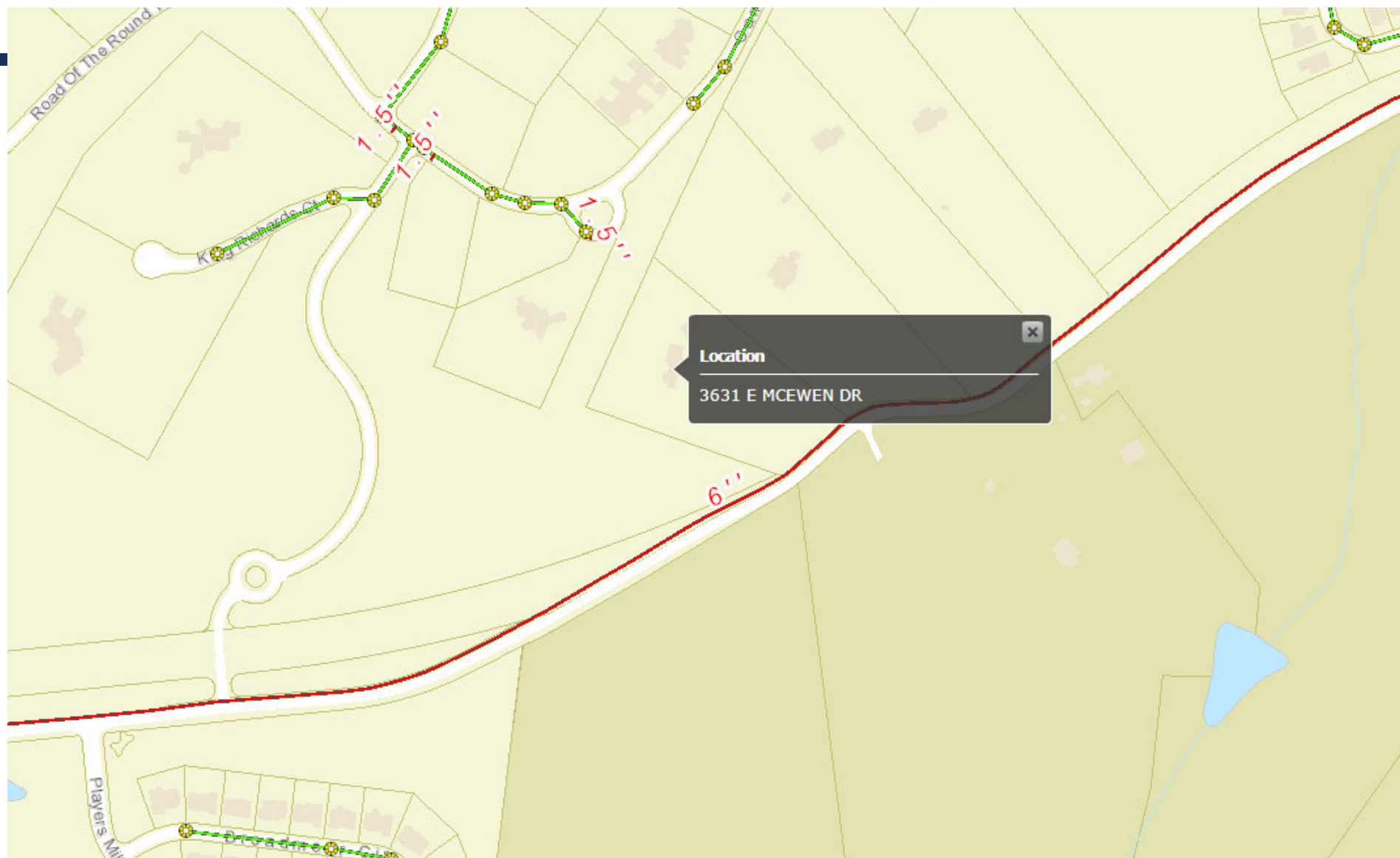
AVAILABILITY REQUEST –
3631 EAST MCEWEN DR

OCTOBER 8, 2019

MICHELLE HATCHER, PE,
DIRECTOR WATER
MANAGEMENT

DISCUSSION OUTLINE

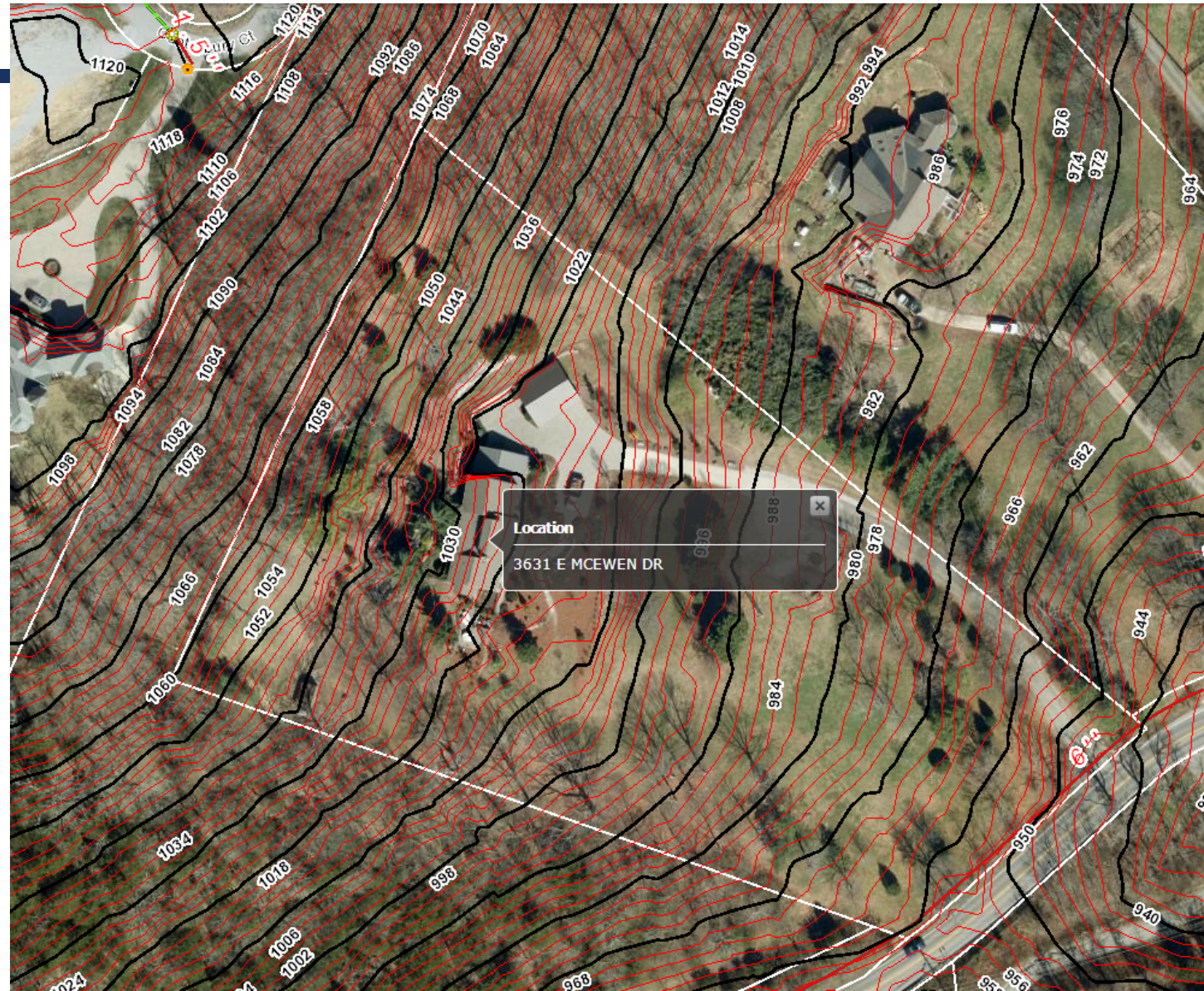
- Overview of properties (four East McEwen Drive houses)
- Legislative history
- Construction/installation impacts
- Discussion



LEGISLATIVE HISTORY

- Sewer availability request received July 29, 2019
 - Original request asking for denial
- Capital Investment Committee – August 22, 2019 (referred to Worksession)
 - Committee indicated annexed property required approval and further research needed

CONSTRUCTION & INSTALLATION ISSUES



CONSTRUCTION / INSTALLATION ISSUES

- Two options:
 - Connection northward into Canterbury Court (Avalon subdivision)
 - Low pressure system uphill (approximately 200 ft to property line) at a 45% slope
 - Anticipate large amounts of rock, uneven terrain, safety concerns
 - Easement needed at 416 Canterbury Court & Avalon HOA
 - Connection southward into East McEwen Drive
 - Gravity flow cannot combine into a pressurized main, redesign of East McEwen plans to incorporate gravity main
 - Tie into McKay's Mill subdivision (approximately 2,000 LF)
 - Easement needed between 1244 and 1242 Broadmoor Circle



DISCUSSION



Option 2 – southward
to East McEwen Drive





Request for Water and/or Sewer Availability & Associated Costs

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

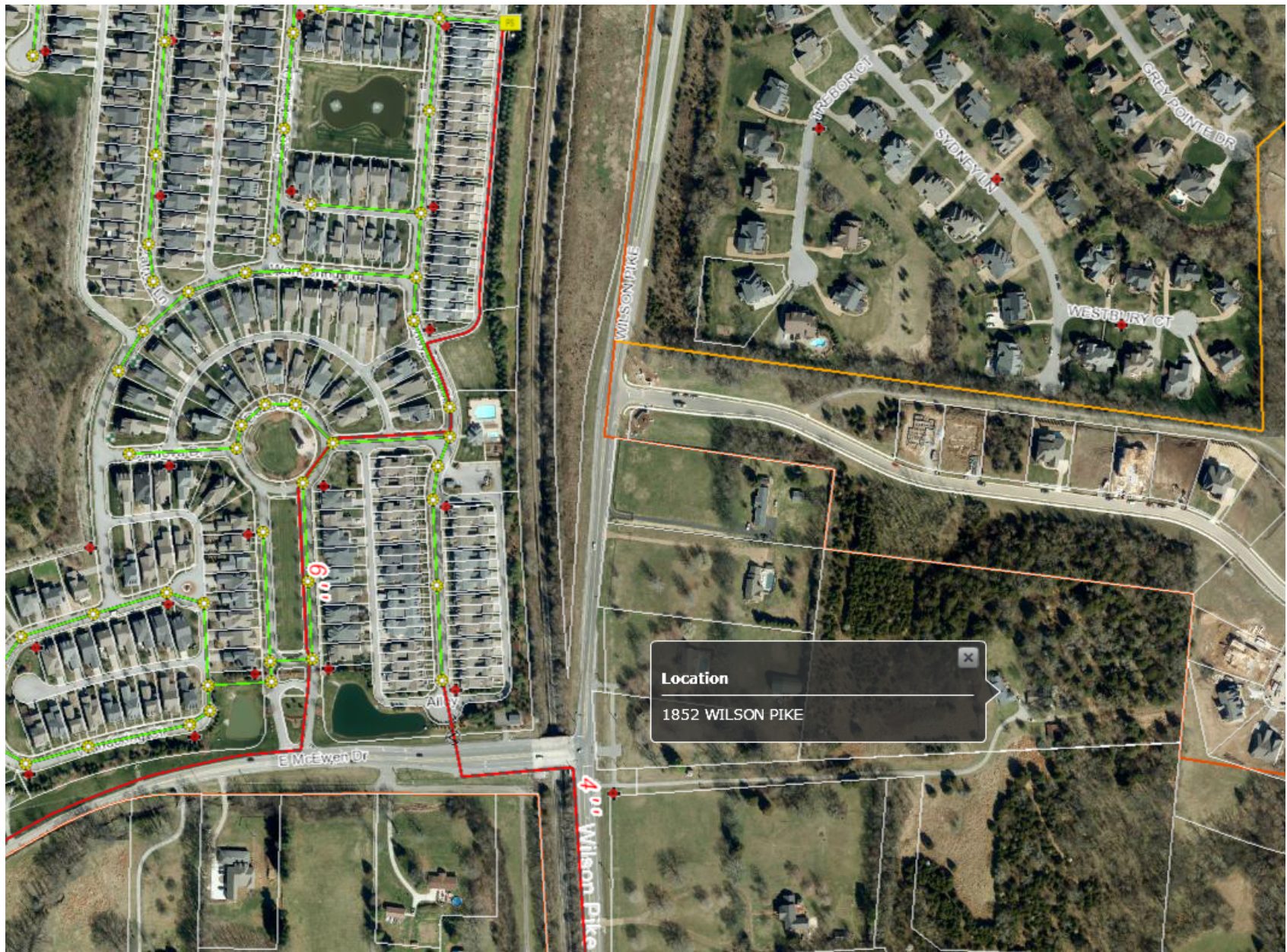
Type of Availability Requested:		CHECK ALL THAT APPLY: ☐ Water ☒ Sewer
Project Name & Subdivision, Section, Lot #	Jeff Green Sewer Service	
Map & Parcel(s) #	Map 61, Parcel 8	
Property Address:	1852 Wilson Pike	
City Project # (If Applicable)	N/A	
# of Dwelling Units (If Residential)	2 SFU	
Applicant's Name & Company	Randy Moore	
Applicant's Address	315 Woodland Street Nashville Tn, 37206	
Applicant's Email & Phone #	rmoore@ragansmith.com (615) 244-8591	
Anticipated Water Meter Size(s) (see chart on pg. 3).	N/A	
Water District:	N/A	
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet –pg.4 2 @ 350 = 700 GPD		
<i>use additional sheets as necessary</i>		
Anticipated sewage flows: Information Required for Sewer Service		700 GPD
If County is requiring this request please indicate if you are requesting an approval or denial:	☐ DENY my Request ☐ APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>	

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

Email Application to: availability@franklintn.gov

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

Date Submitted: 8-7-19



ORDINANCE 2007-19

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND THE CITY OF FRANKLIN, TENNESSEE TO ADJUST A CONTIGUOUS BOUNDARY SEPARATING THE TWO CITIES IN THE AREA SOUTH OF SPLIT LOG ROAD

WHEREAS, *Tennessee Code Annotated*, Section 6-51-302 allows municipalities to adjust their contiguous boundaries by agreement in certain circumstances; and

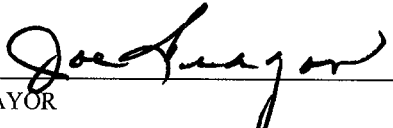
WHEREAS, the Cities of Brentwood and Franklin desire to adjust their boundaries southward so that the contiguous boundary will lie north of the right-of-way line for a section of the proposed McEwen Drive extension, and areas which naturally drain into Brentwood will lie within the Brentwood corporate limits.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

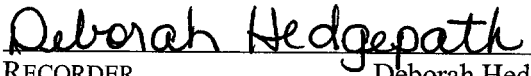
SECTION 1. That the Mayor be and he is hereby authorized to execute an agreement by and between the City of Brentwood and the City of Franklin, Tennessee to adjust a contiguous boundary separating the two cities in the area south of Split Log Road, a copy of said agreement being attached hereto by reference.

SECTION 2. That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED:	1st reading	<u>6/25/07</u>	PLANNING COMMISSION	<u>7/2/07</u>
	2nd reading	<u>7/9/07</u>	NOTICE OF PASSAGE	
			Notice published in:	<u>n/a</u>
PUBLIC HEARING			Date of publication:	
Notice published in:	<u>n/a</u>			
Date of publication:				
Date of hearing:			EFFECTIVE DATE	<u>7/10/07</u>

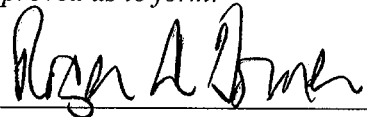


MAYOR Joe Reagan



RECORDER Deborah Hedgepath

Approved as to form:



CITY ATTORNEY Roger A. Horner

Begin Construction

End Construction

WILSON PIKE

SPLIT LOG ROAD

JSP
Properties
5.1 AC

England
Property
15.06 AC

Drees /
Morgan
Tract
209.1 AC

Tracts in Franklin

Proposed McEwen Drive Extension

JSP
Properties
(S)
77.3 ACc

New Franklin-
Brentwood
Boundary

Breezeway
140.93 AC

EXHIBIT A

FRANKLIN COUNTY
The map is prepared by the County of Franklin, KY.
Department of Planning and Development. It is not intended to be used for any other purpose.
without the express written consent of the County of Franklin, KY.
© 2004 Franklin County, KY. All Rights Reserved.

**AGREEMENT CONCERNING ADJUSTMENT OF BOUNDARIES
OF FRANKLIN AND BRENTWOOD
SOUTH OF SPLIT LOG ROAD AND
NORTH OF THE PROPOSED McEWEN DRIVE EXTENSION**

This Agreement is entered into by and between the City of Franklin ("Franklin") and the City of Brentwood ("Brentwood") pursuant to T.C.A. § 6-51-302, for the purpose of adjusting a contiguous boundary.

WHEREAS, the corporate limits of Franklin currently include certain properties (hereinafter, the "Properties") located south of Split Log Road and north of the proposed extension of McEwen Drive, and identified as:

1. The Drees/Morgan tract (209.1± acres);
2. The England property (15.06± acres);
3. JSP Properties (5.1± acres); and
4. JSP Properties (142.2± acres)

on Exhibit A, which is attached hereto; and

WHEREAS, drainage from the Properties naturally flows into Brentwood; and

WHEREAS, given the location of the Properties within Brentwood's drainage basin, they would be more logically located within the corporate limits and sewer service area of Brentwood; and

WHEREAS, the southernmost boundary of the area encompassed by the Properties will lie along the northern right-of-way for the proposed McEwen Drive extension to be constructed by Franklin; and

WHEREAS, the extension of McEwen Drive is included in the long range, comprehensive transportation plans for both Franklin and Brentwood; and

WHEREAS, the parties agree that the contiguous boundary between Franklin and Brentwood should be adjusted in recognition of the natural drainage patterns existent in the Properties, and to conform the boundary to the proposed right-of-way line for McEwen Drive along the Properties.

NOW THEREFORE, in light of the foregoing recitals, which are incorporated herein by reference, Franklin and Brentwood agree as follows:

1. From October 24, 2007 and thereafter, the northern boundary line of Franklin and the southern boundary line of Brentwood shall be as depicted on Exhibit A hereto, which is made a part of this Agreement by reference.
2. Upon approval of this Agreement by Franklin and Brentwood, Franklin will fund an alignment study to set the centerline and the northern right-of-way boundary for the McEwen Drive extension, to be commenced by August 31, 2007, so that the boundary separating Brentwood and Franklin may be adequately described. The parties agree that their mutual boundary line will be adjusted as needed to accommodate right-of-way shifts associated with the final alignment and design of McEwen Drive, so that the limits of Brentwood extend to the McEwen Drive northern right-of-way boundary (except for the area identified as "Tracts in Franklin"), as indicated on Exhibit A.
3. Following the boundary line adjustment as contemplated herein, Brentwood will make public sewer available to the Properties in accordance with Brentwood policies in place at the time of connection.
4. Brentwood will allow access from the Drees/Morgan tract (as shown on Exhibit A) to Split Log Road at the north (at points to be approved by Brentwood) and McEwen

Drive to the south, once McEwen Drive is extended, provided that the access to Split Log Road will be contingent upon:

- a. dedication of right-of-way and easements by the developer of the Drees/Morgan tract for the Split Log Road improvements at no cost to Brentwood.
 - b. receipt of funding from the developer of the Drees/Morgan tract for the costs to be incurred by Brentwood for property acquisition, design and construction for the Split Log Road improvements abutting the Drees/Morgan tract and the two tracts directly west of the Morgan property, such funding to be received within 30 days of the approval of an OSRD plan for the Morgan property by Brentwood. It is also understood that Brentwood will not move forward with expanded improvements to Split Log Road until receipt of this funding from the developer.
5. Following approval of an alignment study, Brentwood will coordinate with Franklin on the design of the McEwen Drive extension from Wilson Pike to the Taramore subdivision in Brentwood to ensure proper alignment and consistency in roadway design. Franklin will initiate initial design of the improvements by October 1, 2007 and complete the project for public use no later than December 31, 2012. Franklin will allow access to McEwen Drive from the Drees/Morgan tract and the larger JSP Properties tract, as identified on Exhibit A.
6. The cost to be incurred by Franklin for the alignment study, design, engineering and construction of the McEwen Drive extension from Wilson Pike to the Taramore

subdivision in Brentwood will be prorated on the basis of total acreage of the area (hereinafter "Contributing Properties") consisting of:

- a. the Drees/Morgan tract;
- b. the larger JSP Properties tract north of the McEwen Drive extension;
- c. the Breezeway subdivision;
- d. the JSP Properties tract south of the McEwen Drive extension; and
- e. the five (5) parcels contiguous to McEwen and Wilson Pike, identified on Exhibit A as "Tracts in Franklin;"

all as shown on Exhibit A. The England property and the smaller JSP Properties tract (5.1± acres) directly south of Split Log Road shall not be included in the Contributing Properties unless such properties are combined into a development plan with the Drees/Morgan tract or the larger JSP Properties tract.

(By way of example, if the Drees/Morgan tract consists of 200 acres and if the total acreage of the Contributing Properties is 600 acres, then the Drees/Morgan property would be responsible for 200 acres/600 acres (or 33.33%) of the total cost of the McEwen Drive extension.)

Brentwood will require developers to pay Franklin for their percentage of McEwen Drive as a condition of approval of the Contributing Properties located in Brentwood.

7. Where right-of-way is needed outside of dedication in new developments, each city will acquire the right-of-way within their city limits by negotiation or eminent domain, if necessary.

8. Upon approval of this Agreement by both cities, the parties will enter into an Agreed Final Order in Franklin's lawsuit against Brentwood, and Franklin will raise no further objection to Brentwood's acquisition of right-of-way and easements for improvements to Split Log Road as proposed by the current project that is the subject of the lawsuit. This Agreement, once adopted by both governing bodies, will be attached to and become a part of the Agreed Final Order by reference.
9. In the event the boundary line adjustment is not consummated as contemplated herein for any reason, then this Agreement shall be null and void.

This Agreement shall become binding upon the parties hereto only upon approval by each party's governing body.

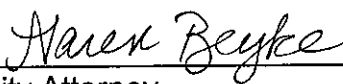
CITY OF FRANKLIN

By: 
Mayor

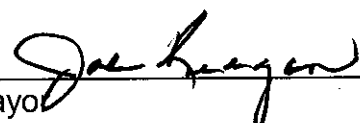
Witness: 

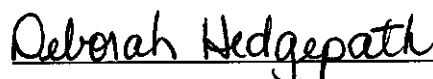
Date: 9/11/07

Approved as to Form:


City Attorney

CITY OF BRENTWOOD

By: 
Mayor

Witness: 

Date: 7/9/07

Approved as to Form:



City Attorney

RESOLUTION 2019-70

A RESOLUTION AUTHORIZING CONDEMNATION FOR THE ACQUISITION OF PROPERTY AT 112 ALPHA DRIVE FOR THE SHADOW GREEN SANITARY SEWER PROJECT

WHEREAS, the City of Franklin (City) has determined that certain improvements are necessary, suitable, and desirable for the public welfare for the 112 Alpha Drive portion of the Shadow Green Sanitary Sewer Project; and

WHEREAS, these improvements are generally described as the construction of approximately 100 feet of 10-inch sanitary sewer line as well as all appurtenances needed for the construction; and

WHEREAS, it will be necessary for the City to obtain an easement from the landowner for the construction of the Project; and

WHEREAS, the Franklin Board of Mayor and Aldermen expressly finds that the City has the power of eminent domain to construct sanitary sewer and water lines, pursuant to T.C.A. §29-17-301 *et seq.*, and to acquire easements necessary for proper completion of the said Project, and that the acquisition of such easements is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City Engineer and/or City Attorney are authorized to obtain the necessary permanent easements and/or temporary easements across the properties listed in Exhibit A hereto and may enter into agreements with property owners with respect to the compensation to be paid for the said easements, so long as such amounts are reasonable, within the project budget, and supported by a qualified appraisal.

The City Engineer and City Attorney are authorized to continue negotiating with any landowner for the acquisition of the easements without resort to condemnation. However, if an impasse is reached with a property owner and condemnation is the only alternative, then the City Attorney, or his/her designee, is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Engineer and /or City Attorney are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget, and supported by a qualified appraisal.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
DR. KEN MOORE
Mayor

Approved As To Form By:

William E. Squires
Assistant City Attorney

This Instrument Was Prepared By:

**City of Franklin, Tennessee
P.O. Box 305
Franklin, TN 37065**

**OWNER: James A. Pewitt, Trustee of
the Pewitt Family Living Trust, and
James A. Pewitt, Trustee of the Pewitt
Family Trust
TAX MAP: 90G-B
PARCEL: 008.00
PROJECT: Shadow Green Offsite Sewer**

**AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT
COF Contract No. 2019-0115**

That for and in consideration of the sum of **Ten and No/100 Dollars (\$10.00)**, in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **James A. Pewitt, Trustee of the Pewitt Family Living Trust, and James A. Pewitt, Trustee of the Pewitt Family Trust** do hereby grant, bargain, sell, transfer and convey unto the CITY OF FRANKLIN, TENNESSEE, its successors and assigns forever, a Temporary Construction Easement all of which is more particularly described on attached **Exhibit A** and depicted on attached **Exhibit B**, which are made a part hereof.

This conveyance includes the right of the City of Franklin, Tennessee, its servants and agents to construct roadway or sidewalk slopes within the limits of the aforescribed easement. Upon completion of the construction, this Temporary Construction Easements shall be abandoned.

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

I/We do further covenant with said City of Franklin, Tennessee, that said portion or parcel of land as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the completion of construction, provided, in the opinion of the City of Franklin, Tennessee, said use or uses do not destroy, weaken or damage the improvements located on property adjoining the Temporary Construction Easement or interfere with the operation or maintenance thereof. The City of Franklin, Tennessee hereby covenants that upon completion of construction it will restore the hereinabove described property to its original condition, or near thereto as is reasonably possible. I/We do not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for the City of Franklin, Tennessee, during the construction of any of the improvements located on property adjoining the Temporary Construction Easement. I/We do further covenant and bind myself/ourselves, my/our heirs and representatives to warrant and forever defend the right of the grantee to the foregoing easement against the claims of all person whomsoever.

This Temporary Construction Easement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together constitute the same instrument.

(Signatures on Page 2)

WITNESS my/our hand(s), this _____ day of _____, 2019.

(Signature)

**James A. Pewitt, Trustee of the Pewitt Family
Living Trust, and James A. Pewitt, Trustee of the Pewitt
Family Trust**

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public of said State and County, the within named **James A. Pewitt, Trustee of the Pewitt Family Living Trust, and James A. Pewitt, Trustee of the Pewitt Family Trust**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this _____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

CITY OF FRANKLIN:

Eric S. Stuckey

City Administrator

State of Tennessee
County of Williamson

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

WITNESS my hand and seal this _____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

RAGAN•SMITH

16-155/0722

EXHIBIT "A"
TEMPORARY EASEMENT DESCRIPTION
THE PEWITT FAMILY LIVING TRUST PROPERTY

A TEMPORARY CONSTRUCTION EASEMENT, VARYING IN WIDTH, RUNNING OVER AND ACROSS THE PROPERTY DEEDED TO THE PEWITT FAMILY LIVING TRUST BY DEED RECORDED IN BOOK 4637, PAGE 242, AND BEING LOTS 38 AND 39 AS SHOWN ON THE PLAT OF THE "FIRST REVISION, FRANKLIN INDUSTRIAL PARK" RECORDED IN PLAT BOOK 4, PAGE 67, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE (R.O.W.C.T.) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE PEWITT PROPERTY AND LOT 39; THENCE, WITH THE WEST LINE THEREOF, NORTH 06°09'59" EAST, 29.34 FEET TO THE **POINT OF BEGINNING**;

1. THENCE, CONTINUING WITH THE WEST LINE OF THE PEWITT PROPERTY AND LOT 39, NORTH 6°26'18" EAST, 20.04 FEET TO A POINT;
2. THENCE, CROSSING THE PEWITT PROPERTY AND LOTS 38 AND 39, SOUTH 80°01'02" EAST, 100.43 FEET TO A POINT ON THE EAST LINE OF THE PEWITT PROPERTY AND LOT 38;
3. THENCE, WITH THE EAST LINE OF THE PEWITT PROPERTY AND LOT 38, SOUTH 6°26'18" WEST, 20.04 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING EASEMENT;
4. THENCE, WITH THE NORTH LINE OF SAID EXISTING EASEMENT, NORTH 80°01'02" WEST, 100.43 FEET TO THE POINT OF BEGINNING;

CONTAINING 2,008.64 SQUARE FEET OR 0.05 ACRE, MORE OR LESS.

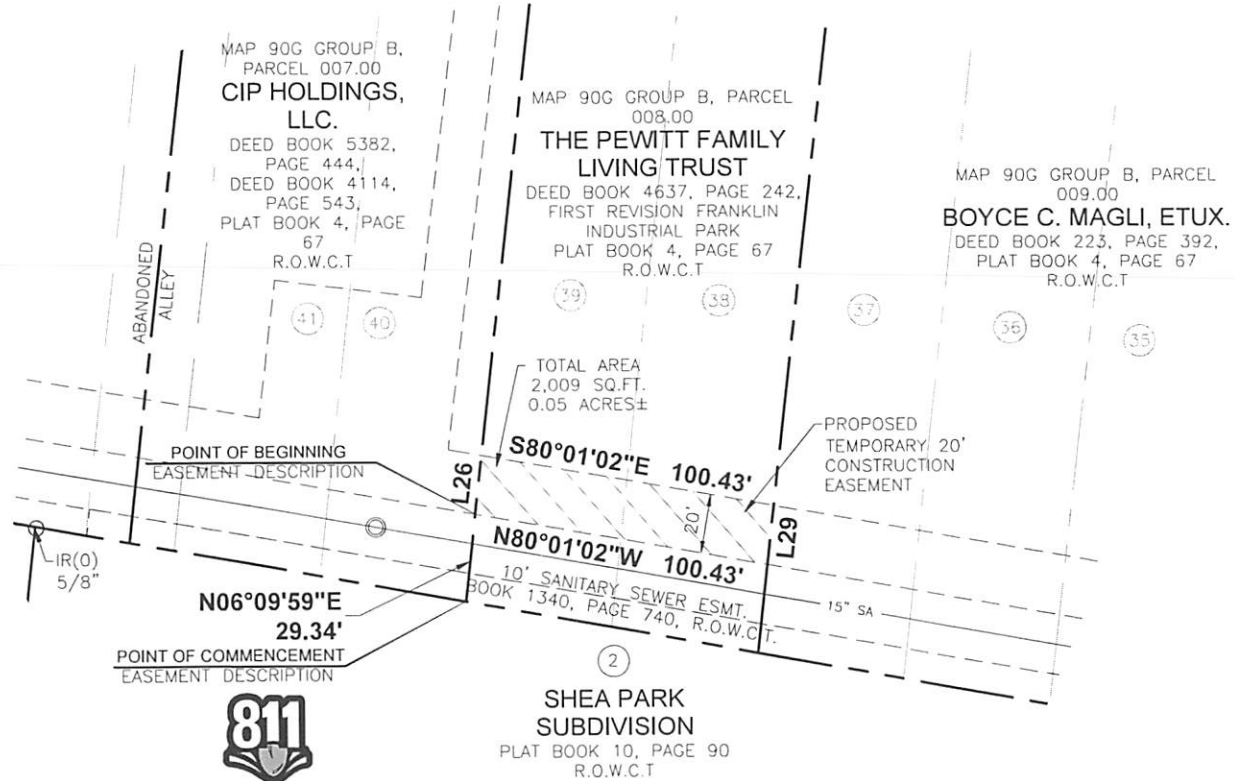
THIS EXHIBIT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER
RULES OF THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND
SURVEYORS, CHAPTER 0820-03-07.

LINE TABLE		
LINE	BEARING	DISTANCE
L26	N06°26'18"E	20.04'
L29	S06°26'18"W	20.04'



LEGEND

- (XX) LOT NUMBER
- IR(0) IRON ROD (OLD)
- ◎ SANITARY SEWER MANHOLE
- SA— SANITARY SEWER LINE
- R.O.W.C.T. REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TN



RAGAN SMITH

LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
NASHVILLE • CHATTANOOGA
1100 EAST WILSON STREET
NASHVILLE, TN 37203
(615) 244-8200

**SHADOW GREEN
OFFSITE SEWER**

THE PEWITT FAMILY LIVING TRUST

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

EXHIBIT "B"

DATE	DECEMBER 14, 2018
APPROVED:	JTD
DRAWN:	KCK
SCALE:	1" = 50'
JOB NO.	16155
WK. ORDER	0722

RESOLUTION 2019-71

A RESOLUTION AUTHORIZING CONDEMNATION FOR THE ACQUISITION OF PROPERTY AT 116 ALPHA DRIVE FOR THE SHADOW GREEN SANITARY SEWER PROJECT

WHEREAS, the City of Franklin (City) has determined that certain improvements are necessary, suitable, and desirable for the public welfare for the 116 Alpha Drive portion of the Shadow Green Sanitary Sewer Project; and

WHEREAS, these improvements are generally described as the construction of approximately 282 feet of 10-inch sanitary sewer line as well as all appurtenances needed for the construction; and

WHEREAS, it will be necessary for the City to obtain an easement from the landowner for the construction of the Project; and

WHEREAS, the Franklin Board of Mayor and Aldermen expressly finds that the City has the power of eminent domain to construct sanitary sewer and water lines, pursuant to T.C.A. §29-17-301 *et seq.*, and to acquire easements necessary for proper completion of the said Project, and that the acquisition of such easements is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City Engineer and/or City Attorney are authorized to obtain the necessary permanent easements and/or temporary easements across the properties listed in Exhibit A hereto and may enter into agreements with property owners with respect to the compensation to be paid for the said easements, so long as such amounts are reasonable, within the project budget, and supported by a qualified appraisal.

The City Engineer and City Attorney are authorized to continue negotiating with any landowner for the acquisition of the easements without resort to condemnation. However, if an impasse is reached with a property owner and condemnation is the only alternative, then the City Attorney, or his/her designee, is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Engineer and/or City Attorney are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget, and supported by a qualified appraisal.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
DR. KEN MOORE
Mayor

Approved As To Form By:

William E. Squires
Assistant City Attorney

This Instrument Was Prepared By:

**City of Franklin, Tennessee
P.O. Box 305
Franklin, TN 37065**

**OWNER: Boyce C. Magli and wife,
Cheryl S. Magli**

TAX MAP: 90G

PARCEL: 009.00

PROJECT: Shadow Green Offsite Sewer

**AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT
COF Contract No. 2019-0114**

That for and in consideration of the sum of **Ten and No/100 Dollars (\$10.00)**, in cash in hand, paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **Boyce C. Magli and wife, Cheryl S. Magli** do hereby grant, bargain, sell, transfer and convey unto the CITY OF FRANKLIN, TENNESSEE, its successors and assigns forever, a Temporary Construction Easement all of which is more particularly described on attached **Exhibit A** and depicted on attached **Exhibit B**, which are made a part hereof.

This conveyance includes the right of the City of Franklin, Tennessee, its servants and agents to construct roadway or sidewalk slopes within the limits of the aforescribed easement. Upon completion of the construction, this Temporary Construction Easements shall be abandoned.

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

I/We do further covenant with said City of Franklin, Tennessee, that said portion or parcel of land as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the completion of construction, provided, in the opinion of the City of Franklin, Tennessee, said use or uses do not destroy, weaken or damage the improvements located on property adjoining the Temporary Construction Easement or interfere with the operation or maintenance thereof. The City of Franklin, Tennessee hereby covenants that upon completion of construction it will restore the hereinabove described property to its original condition, or near thereto as is reasonably possible. I/We do not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for the City of Franklin, Tennessee, during the construction of any of the improvements located on property adjoining the Temporary Construction Easement. I/We do further covenant and bind myself/ourselves, my/our heirs and representatives to warrant and forever defend the right of the grantee to the foregoing easement against the claims of all person whomsoever.

This Temporary Construction Easement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together constitute the same instrument.

(Signatures on Page 2)

WITNESS my/our hand(s), this _____ day of _____, 2019.

(Signature)

(Printed Name) **Boyce C. Magli**

(Signature)

(Printed Name) **Cheryl S. Magli**

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public of said State and County, the within named **Boyce C. Magli and wife, Cheryl S. Magli**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge that they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal this _____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

CITY OF FRANKLIN:

Eric S. Stuckey

City Administrator

State of Tennessee
County of Williamson

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

WITNESS my hand and seal this _____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

RAGAN • SMITH

16-155/0722

EXHIBIT "A"
TEMPORARY EASEMENT DESCRIPTION
THE BOYCE C. MAGLI AND CHERYL S. MAGLI PROPERTY

A TEMPORARY CONSTRUCTION EASEMENT, 20 FEET IN WIDTH, RUNNING OVER AND ACROSS THE PROPERTY DEEDED TO BOYCE C. MAGLI AND CHERYL S. MAGLI BY DEED RECORDED IN BOOK 223, PAGE 392, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE (R.O.W.C.T.) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE MAGLI PROPERTY ALSO BEING THE SOUTHEAST CORNER OF LOT 38 AS SHOWN ON THE PLAT OF THE "FIRST REVISION, FRANKLIN INDUSTRIAL PARK" RECORDED IN PLAT BOOK 4, PAGE 67, R.O.W.C.T.; THENCE, WITH THE EAST LINE OF LOT 38, NORTH 06°26'18" EAST, 29.89 FEET TO THE **POINT OF BEGINNING**;

1. THENCE, CONTINUING WITH THE EAST LINE OF LOT 38, NORTH 6°26'18" EAST, 20.04 FEET TO A POINT;
 2. THENCE, CROSSING THE MAGLI PROPERTY, SOUTH 80°01'02" EAST, 279.54 FEET TO A POINT;
 3. THENCE, CROSSING THE MAGLI PROPERTY, SOUTH 9°58'58" WEST, 20.00 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING 20 FOOT WIDE EASEMENT;
 4. THENCE, WITH THE NORTH LINE OF SAID 20 FOOT WIDE EASEMENT, NORTH 80°01'02" WEST, 278.30 FEET TO THE POINT OF BEGINNING;
- CONTAINING 5,578 SQUARE FEET OR 0.13 SQUARE FEET, MORE OR LESS.

THIS EXHIBIT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER
RULES OF THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND
SURVEYORS, CHAPTER 0820-03-07.



LINE TABLE		
LINE	BEARING	DISTANCE
L29	N06°26'18"E	20.04'
L31	S09°58'58"W	20.00'

LEGEND

- (XX) LOT NUMBER
- SANITARY SEWER MANHOLE
- SA— SANITARY SEWER LINE
- R.O.W.C.T. REGISTER'S OFFICE FOR
WILLIAMSON COUNTY, TN



Know what's below.
Call before you dig.



MAP 90G GROUP B, PARCEL
008.00
**THE PEWITT FAMILY
LIVING TRUST**
DEED BOOK 4637, PAGE 242,
PLAT BOOK 4, PAGE 67
R.O.W.C.T.

MAP 90G GROUP B, PARCEL
009.00
BOYCE C. MAGLI, ETUX.
DEED BOOK 223, PAGE 392,
FIRST REVISION FRANKLIN
INDUSTRIAL PARK
PLAT BOOK 4, PAGE 67
R.O.W.C.T.

MAP 90G GROUP B, PARCEL
010.00
DONALD W. WOOD, TR.
DEED BOOK 4811, PAGE 360,
PLAT BOOK 4, PAGE 67
R.O.W.C.T.

MAP 90, PARCEL 020.04
STEVE MEADOWS
DEED BOOK 1401, PAGE 856,
PLAT BOOK 4, PAGE 67
R.O.W.C.T.

**SHEA PARK
SUBDIVISION**
PLAT BOOK 10, PAGE 90
R.O.W.C.T.

TOTAL AREA
5,578 SQ.FT.
0.13 ACRES±

S80°01'02"E 279.54'

N80°01'02"W 278.30'

N06°26'18"E
29.89'

PROPOSED TEMPORARY 20'
CONSTRUCTION EASEMENT

POINT OF BEGINNING
EASEMENT DESCRIPTION

POINT OF COMMENCEMENT
EASEMENT DESCRIPTION



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**SHADOW GREEN
OFFSITE SEWER
MAGLI**

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE
EXHIBIT "B"

DATE	DECEMBER 14, 2018
APPROVED:	JTD
DRAWN:	KCK
SCALE:	1" = 50'
JOB NO.	WK. ORDER 0722
	16155



HISTORIC
FRANKLIN
TENNESSEE

DATE: August 16, 2019

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Mark Hilty, Assistant City Administrator - Public Works
Michelle Hatcher, Director of Water Management
Patricia McNeese, Utilities Engineer II

SUBJECT: Water and Sewer Projects Status Report

Purpose

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

Project Status

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



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

*Denotes Estimated Date

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

Funding Source: Design - Sewer Fund

Status Update: The existing 36-inch diameter sanitary sewer pipe has been CCTV-ed and determined to be a candidate for cured-in-place lining. Staff is still working on obtaining the easement from First United Methodist Church. The engineering consultant has submitted a proposal on an expanded study on the east side of I-65 that should be on the September CIC agenda.

C. Old Carters Creek Water Line Improvements

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

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

*Denotes Estimated Date

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

Funding Source: Design and Easements - Water Operating Fund

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

D. Henpeck Lane Sanitary Sewer Project

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

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

*Denotes Estimated Dates

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

Status Update: The sanitary sewer line across the existing and proposed school sites is substantially complete. The bore under Lewisburg Pike and the open cut across Five Mile Creek are the current areas of construction.

E. Water Reclamation Facility Modifications Project



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

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

*Denotes Estimated Dates

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

Status Update: Excavation to subgrade is complete on the equalization basin. The new headworks slab has been poured on the lower level and has two more elevation differentials to form, reinforce and pour. The concrete slab for the Electrical Distribution Center is complete and awaiting delivery of the pre-fabricated walls for installation. Solids Process Building has been excavated to subgrade with lower level base stone being placed now. Construction modifications to BNR #2 has begun.

F. Holiday Court Pump Station Project

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

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

*Denotes Estimated Dates

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

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

August 2019 Capital Projects Status Report

(Transportation, Stormwater, and Parks)

Transportation

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

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

Westhaven Boulevard Traffic Signal	
Project Mngr:	Adam Moser
Schedule:	DESIGN: Start- October 2018, End – August 20, 2019; CONSTRUCTION: Bid – August 25, 2019, Start – October 15, 2019*, End – April 30, 2020* <i>*Denotes Estimated Date</i>
Cost:	TOTAL: \$500,000 (Estimated)
Status Update:	Plans are complete. The project will be advertised for construction on Sunday, August 25 th .

Transportation (continued)

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

East McEwen Drive Roundabout Modifications	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start – March 2017, End– February 2019; ROW: Start – November 2018, End – April 30, 2019; CONSTRUCTION: Start – June 18, 2019, End – February 13, 2020* <i>*Denotes Estimated Date</i>
Cost:	DESIGN: \$154,405; ROW: \$90,670 CONSTRUCTION: \$1,324,963 (Bid Award)
Status Update:	The pre-construction meeting was held on May 22 ND . The effective date of the revised Notice to Proceed is June 18 TH . Contractor has started project staking and layout.

East McEwen Drive Phase 4 Improvements (Cool Springs Boulevard to Wilson Pike)	
Project Mngr:	David Hodnett
Schedule:	ENVIRONMENTAL: Start – June 2017, End – November 2018; DESIGN: Start – April 2015, End – August 12, 2019; ROW: Start – September 15, 2019*, End – May 30, 2020*; CONSTRUCTION: Bid – June 1, 2020*, Start – June 1, 2020*, End – June 30, 2023* <i>*Denotes Estimated Date</i>
Cost:	ENVIRONMENTAL: \$102,000; DESIGN: \$1,587,000 (Preliminary - \$497,000; Final - \$1,090,000); ROW: \$5,000,000 (Preliminary Estimate) CONSTRUCTION: \$29,057,000 (Preliminary Estimate)
Status Update:	The designer has delivered final plans. PSAs for appraisal and review appraisal services are on the 8/22/19 CIC and 9/10/2019 BOMA agendas. Appraisal process should begin in mid-September.

Transportation (continued)

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

Intersection Improvements at Mallory Lane and Liberty Pike	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start – February 14, 2017, End – August 31, 2020*; ROW: Start – September 1, 2020*, January 31, 2021*; CONSTRUCTION: Bid – February 1, 2021*, Start – April 1, 2021*, End – May 31, 2022*
Cost:	DESIGN: \$229,965; ROW: TBD; CONSTRUCTION: TBD
Status Update:	A PSA for design of the roundabout is on the 8/22/2019 CIC and 9/10/2019 BOMA agendas. Design is expected to take 1 year.

Stormwater

Jordan Branch of Spencer Creek (Cool Springs East) Stream Restoration	
Project Mngr:	Jeff Willoughby
Schedule:	DESIGN: Start – May 26, 2015, End – June/July 2018; ROW: May 2018; CONST. (Phase 1): TBD; CONST. (Phase 2): TBD <i>*Denotes Estimated Dates</i>
Cost:	DESIGN: \$113,445; CONSTRUCTION: \$750,000 (Estimated)
Status Update:	This project has been bid 3 times, with no bidders responding. Staff is partnering with the HOA to move this project forward.

Parks

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

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

Reconstruction of Tennis Courts at Jim Warren Park	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start – June 2018, End – January 2019; CONSTRUCTION: Bid – February 2019, Start – April 22, 2019, End – August 22, 2019 (<i>Contract Substantial Completion Deadline</i>) <i>*Denotes Estimated Dates</i>
Cost:	DESIGN: \$74,575; CONSTRUCTION: \$854,321 (<i>Bid Price + \$75,000 Project Contingency</i>)
Status Update:	Change Order #1 in the amount of \$221,095.20 and for a time extension of 19 days is on the 8/22/2019 CIC and 9/10/2019 BOMA agendas. A significant amount of additional work was required to properly stabilize the subgrade of the reconstructed courts.