



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, February 28, 2019

4:00 PM

Board Room

Call To Order

1. [19-0225](#) Consideration of Minutes from January 24 and February 28, 2019.
2. [19-0201](#) Consideration Of A Request For Sanitary Sewer Availability Approval For 1261 Lewisburg Pike. (Map 106H, Parcel 04600). (Deferred from 2/28/19 CIC; 03/28/19 CIC 4-0)

Sponsors: Michelle Hatcher
Attachments: [1261 Lewisburg Pike - Availability Form](#)
[1261 Lewisburg Pike - Map](#)
[1261 Lewisburg Pike - Plan](#)
3. [19-0217](#) Discussion Regarding Proposed Traffic Calming in Westfield Estates and Idlewood (Deferred from 3/28/19 CIC)

Sponsors: Engineering
Attachments: [Westfield Estates/Idlewood - Traffic Calming - Study Data](#)
[Westfield Estates/Idlewood - Traffic Calming - Phase 1](#)
[Westfield Estates/Idlewood - Traffic Calming - Phase 2](#)
[Westfield Estates/Idlewood - Traffic Calming - Signage](#)
4. [19-0219](#) Consideration of Ordinance 2019-04, An Ordinance to Establish All-Way Stop Control at the Intersection of Rural Plains Circle and Hughes Crossing. (Deferred from 2/28/19 CIC due to lack of quorum; 03/26/19 BOMA 1ST Reading and Public Hearing 8-0) SECOND AND FINAL READING

Sponsors: Engineering
Attachments: [Ordinance 2019-04 AllWayStop_BerryFarms_with attachment.Law Approved.p](#)
[Letter of Support from Developer/HOA](#)
5. [19-0192](#) Consideration of a Professional Services Agreement (COF Contract No. 2019-0062) with CIVIL-LINK, LLC for the Pavement Preservation Program, Plan Development and Management, in an Amount Not-to-Exceed \$96,000.00 (Deferred from 2/28/19 CIC due to Lack of Quorum).

Sponsors: Mark Hilty and Jonathan Marston
Attachments: [C2019-0062_PSA_CivilLink_PavementPreservationPlan_with Exhibit A.Law Ap](#)

6. [19-0221](#) Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2017-0171) with Volkert, Inc. for the Final Design of Franklin ITS Extension Project (TDOT PIN 116144.00) for an Increased Lump Sum Cost of \$13,250.00 (Deferred from 2/28/19 CIC Due to Lack of Quorum).

Sponsors: Engineering

Attachments: [2017-0171_Amend1_Volkert_ITSx_with Exhibit.Law Approved.pdf](#)

7. [19-0205](#) Water and Sanitary Sewer Project Status

Sponsors: Michelle Hatcher

Attachments: [February 2019 CIP project status](#)

8. [19-0215](#) 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.



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

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

Email Application to: availability@franklintn.gov

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

Date Submitted: 01/14/2019

106H C 04600

Details

OBJECTID
31119

Shape
N/A

PARCEL_TYP
1

CALC_ACRE
N/A

GISLINK
106H C 04600

Irsn
231240

parcel_id
106H C 04600 00010106H

county
094

CITY
000

neighborho
533

property_T
102500

ADDRESS
1261 LEWISBURG PK

owner1
OWENS JERRY

owner2
OWENS LUCY

own_street



0 50 100m



106H C 04600

own_street
717 GLASS LN

own_city
FRANKLIN

own_state
TN

own_zip
37064

pxfer_date
8/2/2017, 7:00:00 PM

deed_book
7148

deed_page
692

considerat
1440000

deed_bK
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deed_pG
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consider_1
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SQFT_ASSES
N/A

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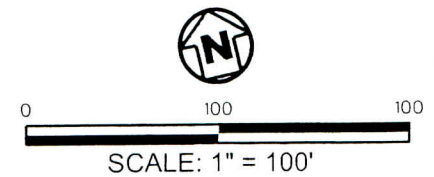


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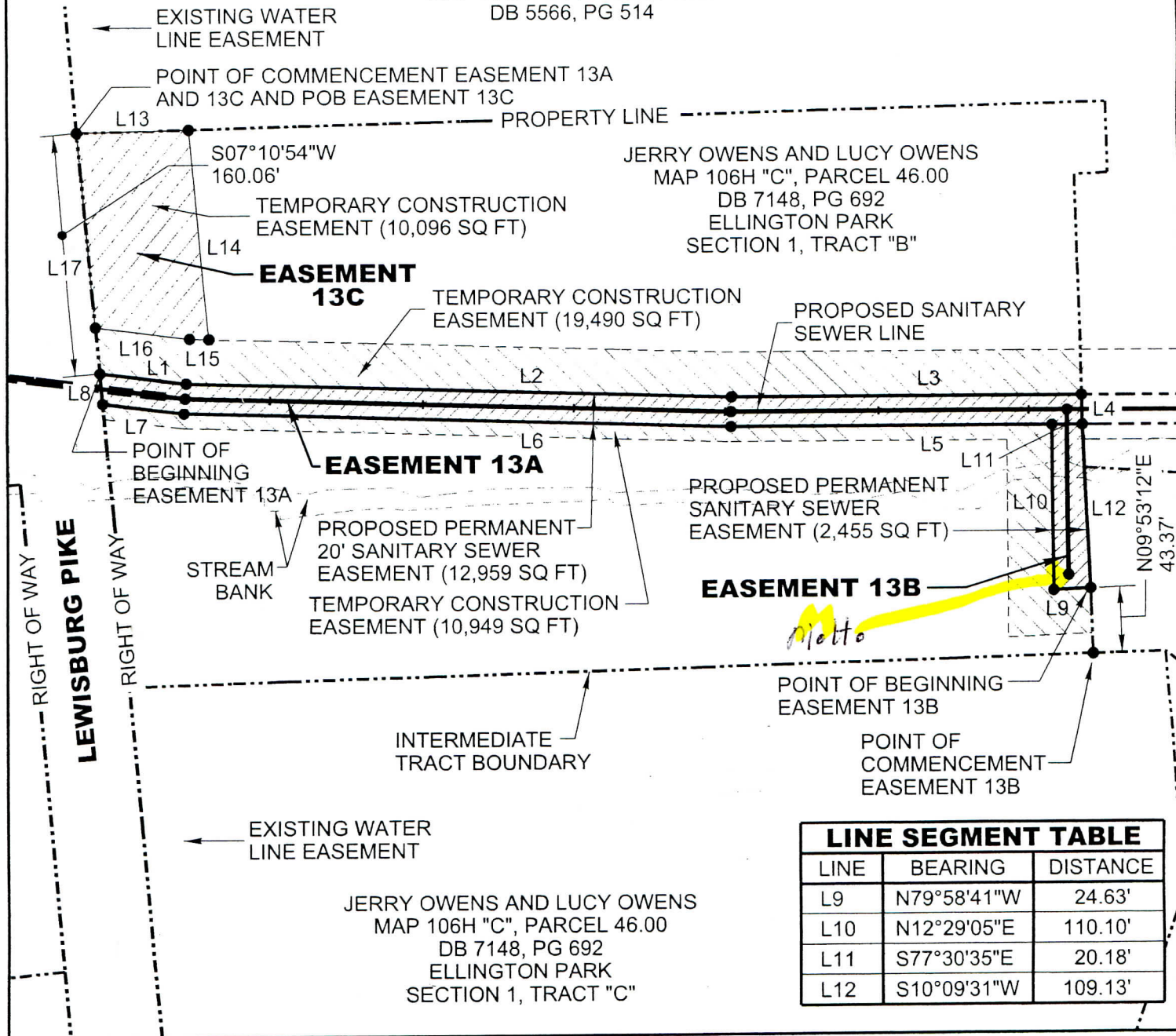


LINE SEGMENT TABLE		
LINE	BEARING	DISTANCE
L1	S70°26'59"E	58.29'
L2	S75°48'13"E	359.38'
L3	S77°30'35"E	230.97'
L4	S10°55'34"W	20.01'
L5	N77°30'35"W	231.81'
L6	N75°48'13"W	360.62'
L7	N70°26'59"W	54.84'
L8	N07°10'54"E	20.48'

LINE SEGMENT TABLE		
LINE	BEARING	DISTANCE
L13	S78°57'26"E	75.00'
L14	S07°10'54"W	139.48'
L15	N75°48'13"W	12.94'
L16	N70°26'59"W	63.46'
L17	N07°10'54"E	129.36'



SIMON DOBIE AND
KATHERINE DOBIE
MAP 106H "C", PARCEL 47.00
DB 5566, PG 514



LINE SEGMENT TABLE		
LINE	BEARING	DISTANCE
L9	N79°58'41"W	24.63'
L10	N12°29'05"E	110.10'
L11	S77°30'35"E	20.18'
L12	S10°09'31"W	109.13'

EXHIBIT 1, PAGE 1 OF 3

REVISION #4 - 8/20/2018

HETHCOAT DAVIS
ENGINEERS PLANNERS

278 FRANKLIN ROAD, SUITE 200 • 300 VESTAVIA PARKWAY, SUITE 2300
BRENTWOOD, TN 37027 BIRMINGHAM, AL 35216

**MAP SHOWING
DEDICATION OF EASEMENT**

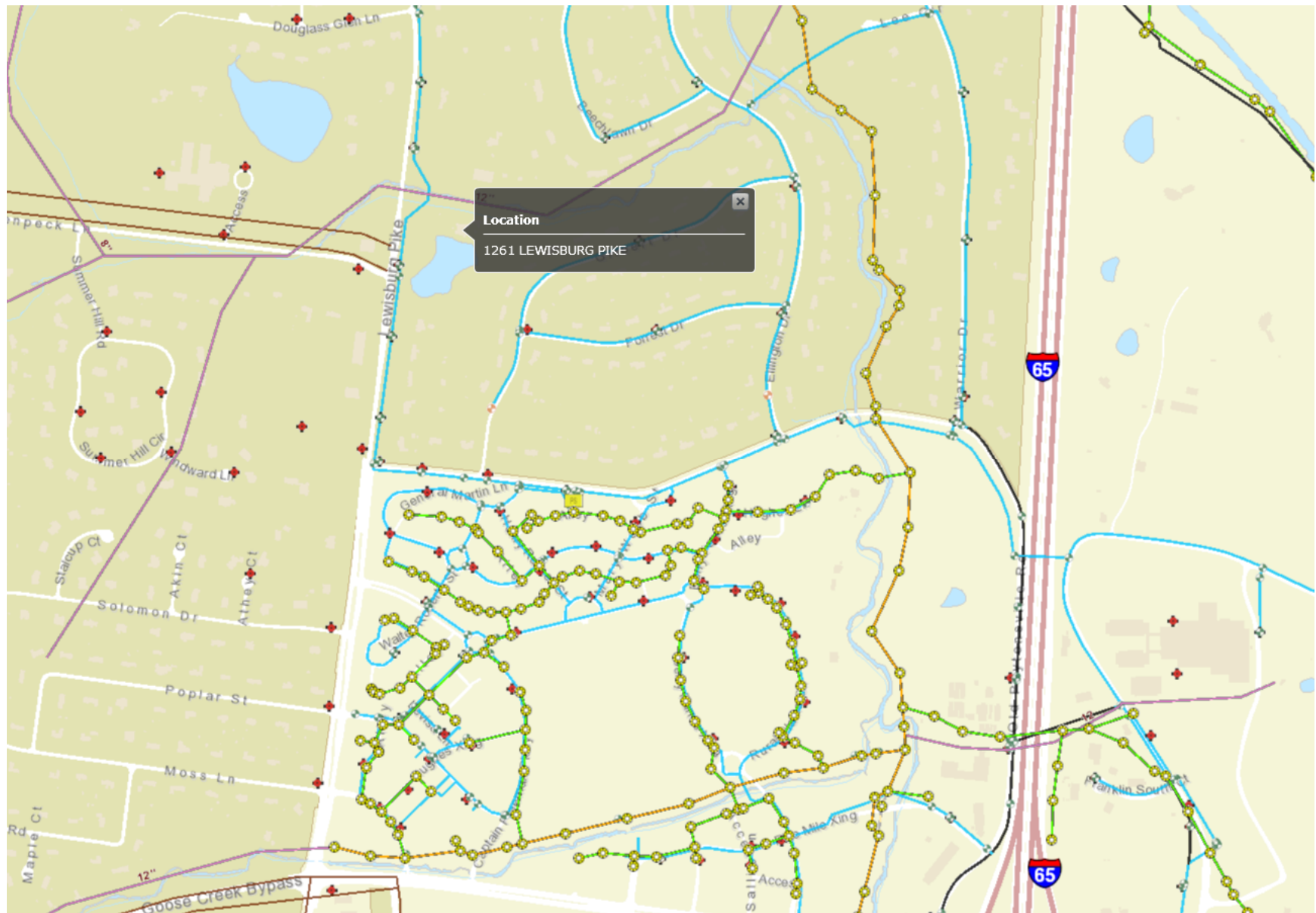
TO: CITY OF FRANKLIN
FROM: JERRY OWENS AND LUCY OWENS
FOR: HENPECK LANE SEWER



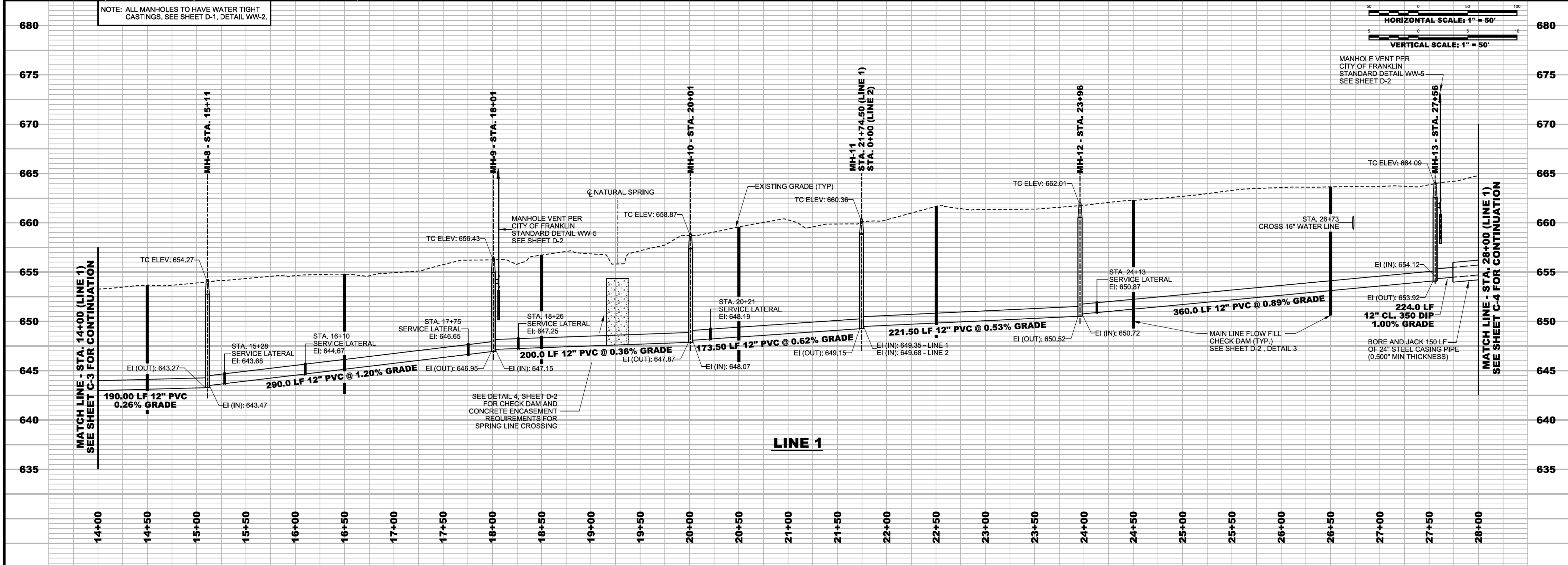
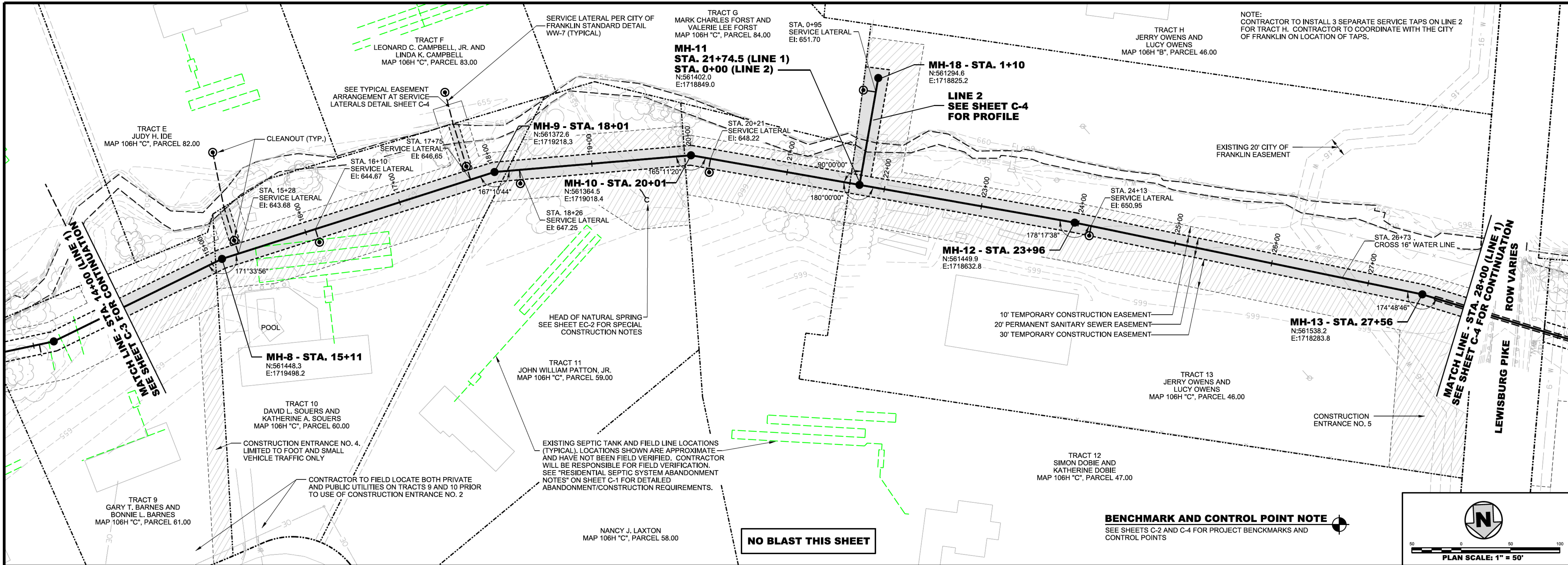
HISTORIC
FRANKLIN

EASEMENT NO. 13
MAP NO. 106H "C"
PARCEL NO. 46.00

H&D PROJECT NO
1082-05



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HETHCOAT & DAVIS
ENGINEERS PLANNERS

CITY OF FRANKLIN
SANITARY SEWER SYSTEM IMPROVEMENTS
HENPECK LANE INTERCEPTOR SEWER

FRANKLIN, TENNESSEE

DR.	CHK.	DATE	DESCRIPTION
		10/31/18	100% SUBMITTAL

C-3

FILE NO. 1082-05

TRAFFIC CALMING STUDY DATA

(Westfield Estates and Idlewood)

LOCATION	DATA COLLECTION DATE	VOLUME <i>(Vehicles per Day)</i>	85% SPEED
Alexander Drive <i>(117 Alexander Drive)</i>	May 14 – 16, 2018	1,492	28 MPH
Westfield Drive <i>(108 Westfield Drive)</i>	May 16 – 18, 2018	1,472	33 MPH
Oxford Drive & Piedmont Circle <i>(104 Oxford Drive)</i>	August 22 – 24, 2018	335	28 MPH
Oxford Drive & Patrick Avenue <i>(203 Oxford Drive)</i>	August 28 – 31, 2018	155	26 MPH

NOTE: RED volumes and speeds did not meet criteria for traffic calming, while GREEN numbers did meet the criteria.

Criteria to Participate in the City of Franklin Neighborhood Traffic Calming Program (NTCP):

- Average Daily Traffic (ADT) volume is ≥ 500 vehicles per day
- 85TH Percentile Speed is ≥ 7 MPH *faster* than the posted speed limit
- Posted Speed Limit is 35 MPH *or less*
- Street is a Through Street
- Maximum Grade of Street $\leq 8\%$
- Adequate Site Distance for Traffic Calming Measures
- Street is *NOT* a transit route or primary emergency access route.

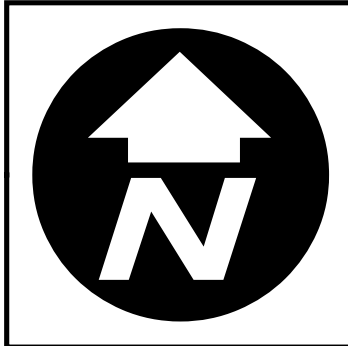
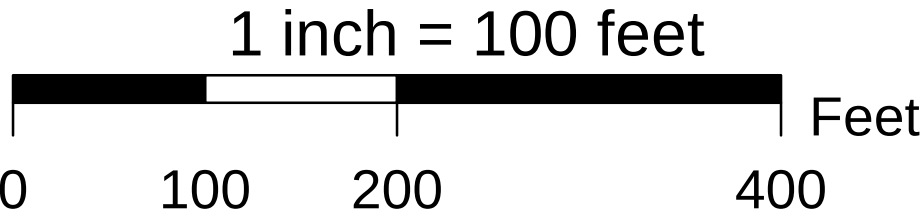
LEGEND

- LOCATION OF SPEED HUMP/CUSHION
- LOCATION OF NEW/UPGRADED SIGNAGE



TRAFFIC CALMING PLAN (PHASE 1)
WESTFIELD ESTATES / IDLEWOOD

WESTFIELD DRIVE and ALEXANDER DRIVE



THIS MAP WAS CREATED BY THE CITY OF FRANKLIN ENGINEERING DEPARTMENT AND WAS COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE CITY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS HEREON. ALL DATA AND MATERIALS © COPYRIGHT 2018, CITY OF FRANKLIN, TN. ALL RIGHTS RESERVED.

LEGEND

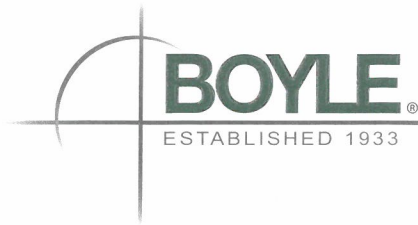
- LOCATION OF SPEED HUMP/CUSHION
- LOCATION OF NEW/UPGRADED SIGNAGE



TRAFFIC CALMING PLAN FOR WESTFIELD ESTATES/IDLEWOOD
NEW/UPGRADED SIGNAGE

S-1 Enhanced No Trucks (24" x 48")	S-2 Enhanced Speed Limit (24" x 57")	S-3 Speed Hump Zone (30" x 30")	S-4 Stop (30" x 30")
			

S-5A Left Turn (15 MPH) (30" x 30")	S-5B Left Large Arrow (48" x 24")	S-6A Right Turn (15 MPH) (30" x 30")	S-6B Right Large Arrow (48" x 24")
			



October 24, 2018

City of Franklin
Attn: Carl Baughman, Traffic Engineer
109 3rd Ave. South
Franklin, TN 37065

BNB-WCO Investors, LLC for Rural Plains Partnership, the Developer of Berry Farms, in conjunction with the residents of Berry Farms, request that the City of Franklin give consideration to convert the intersection at Rural Plains and Hughes Crossing from a two-way stop control to a four-way stop controlled intersection.

The residents are requesting this speed limit reduction for the following safety reasons:

- There is a sight distance problem at this intersection.
- Pedestrian volume is high.
- This intersection is located in a traditional neighborhood.
- The traffic on the two intersecting roads is approximately equal and thus meets MUTCD warrants.
- Berry Farms is a "walking community."

Please keep us informed on the approval process and for public review dates so that residents may attend.
Thank you.

Sincerely,

BNB-WCO Investors, LLC

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2019-0062**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **CIVIL-LINK, LLC** 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:

Pavement Preservation Program, Plan Development and Management

1. SCOPE OF SERVICES. Consultant shall provide engineering design services 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 an Amount Not- to- Exceed **Ninety-Six Thousand and No/100 Dollars (\$96,000.00)**.

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

- 7.1.1 USE OF DATA SYSTEMS: Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
- 7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 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.

The CITY OF FRANKLIN, TENNESSEE

CIVIL-LINK, LLC

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date:

Approved as to form:

Tiffani M. Pope
Staff Attorney



February 12, 2019

William Banks, P.E.
Engineering Department
City of Franklin
109 Third Avenue South
Franklin, TN 37064

REFERENCE: PAVEMENT PRESERVATION PROGRAM
PLAN DEVELOPMENT AND MANAGEMENT
CITY OF FRANKLIN, TENNESSEE

Dear Mr. Banks:

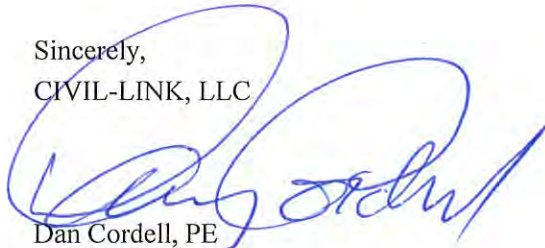
Civil-Link, LLC (*hereafter* "CL"), located at 5779 Getwell Road Bldg. B, Southaven, MS 38672, is pleased to have the opportunity to submit this Letter Agreement to Franklin (*hereafter* "Owner") in order to provide services related to the above referenced project. CL will coordinate the Street Department and Engineering Department staffs to review existing roadway/pavement assessment data in order to develop a GIS database, mapping and the projected 5-10 year roadway maintenance needs. In addition, CL will provide a list of alternative pavement preservation and improvements that may be utilized in order to maximize the impacts of yearly maintenance investments by the City in the local roadway network. CL will assist the City in the development of projected long-term costs based on these schematic level maintenance needs and compile this information as part of a Pavement Preservation Plan that will serve as a basis for the development and facilitation of a future maintenance program for all City roadways.

We propose to provide these services as defined for the Roadway Network Evaluation, Pavement Preservation Plan, and Annual Web Hosting of Mapping for a total fixed fee of \$72,000.00 (Exhibit A, Section 1-A, B, and C). To assist the City with program implementation beyond the initial first year evaluation and report, a yearly 3-day work session and additional on-call program implementation hourly services will be provided in accordance with Exhibit A (Section 1-D) and Exhibit B (Hourly Rate Schedule for Professional Services) at a not to exceed cost of \$24,000.00. Also, on a case-by-case basis between the City and CL, specific services with a more clearly defined scope may be negotiated under this Letter Agreement as additional services. The City will be billed per month based on the percentage of completion for fixed fee services. All hourly rate services will be billed monthly based on work completed. All work will be performed in accordance with the City's standard professional services agreement, see attached. A more detailed breakdown of the Scope of Services to be provided by CL as part of this Agreement is attached as Exhibit A.

This Letter Agreement, consisting of two pages; the City's standard professional services agreement, consisting of eleven pages; Exhibit A, consisting of two pages; Exhibit B, consisting of one page, constitute the entire Agreement between the City and CL and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Please advise should you require further information related to this referenced project and/or proposed services. We appreciate the opportunity to provide these services to the City of Franklin and we look forward to working with the Street and Engineering Departments on this project. If the terms of this Letter Agreement are acceptable, please execute and return a copy to us.

Sincerely,
CIVIL-LINK, LLC



Dan Cordell, PE
Principal

Attachment: *City of Franklin's Standard Professional Services Agreement*
 Exhibit A - Scope of Services
 Exhibit B - Hourly Rate Schedule



Exhibit A Scope of Services

I. Services related to the Pavement Preservation Program, Plan Development and Management:

A. Roadway Network Evaluation & Mapping – (\$43,000.00)

CL will work to develop a GIS based roadway rating system. This system will be based on data gathered by CL as part of the scope of the project. A custom road network evaluation by CL will be a windshield survey where GIS linework will be created and video footage will be taken during the evaluation. The entire road network will be evaluated on a PASER rating, and the ratings will be based on segments between 60 feet and 120 feet in length. Using aerial imagery, CL will input approximate lane counts and estimated lane widths for cost estimation purposes.

- CL will identify the number of road miles that the City is responsible for maintaining. The City must approve these roads before work may begin.
- Custom Road Network Evaluation:
 - Video of existing streets.
 - PASER rating in 60-120 ft segments.
- GIS linework of the existing roadway network showing roadway rating.
- Per road assignment of approximate lane count and estimated lane width based on aerial imagery.
- Coordination meeting between CL and City to report results and initial assessment of the existing roadway network.

The fee for Task A is a Lump Sum Cost.

B. Pavement Preservation Plan – (\$25,000.00)

A Pavement Preservation Plan is intended to serve as the basis for a multi-year strategy to maintain and improve existing roadways. The Pavement Preservation Plan is utilized in order to assess the types of problems that must be addressed in the existing roadway systems. The Pavement Preservation Plan will provide alternatives for pavement treatments/improvements. The Pavement Preservation Plan will also provide planning-level cost information to be utilized by the City in order to develop a long-term maintenance program and related finance program.

The Pavement Preservation Plan will be developed based on existing industry best-practices and known information. The City will need to be involved on the front-end to determine appropriate treatment choices. Once a set of treatment choices is settled upon, CL will then work to gather average local prices of those options in order to best represent expected actual pricing (average prices may vary depending on factors such as availability, contractor competition, distance from material sources, etc). CL will then apply the accepted treatment choices to the appropriate road ratings.

Using the general life expectancy of treatments along with the gathered costs, CL will develop a budget scenario in which every mile of road can be brought up to what may be considered a 'maintenance' level of quality. This 'best-case' scenario will then be discussed and reviewed with the City. To help align it with actual expected budget numbers, the City and CL will then work together to develop a secondary scenario that might be more realistic and based on expected budget numbers for the City. The scenario chosen by the City will then be delivered as a proposed multi-year solution for the City for maintaining and improving their roadway network and budgeting appropriately.

Associated information pertaining to the services completed in this phase of the project include:

- Develop and present general options for alternative pavements treatment methods that may be utilized in addition to bituminous overlays in order to preserve/improve existing roadways.
- Assist the City in development of program goals and associated term (timeframe) for implementation.
- Development of planning level yearly and total program costs based on potential program terms and related considerations.

- Provide cost evaluation of pavement preservation applications vs. an all asphalt mill and overlay program.
- Breakdown of treatment options applicable to type of road: Residential Streets, Major Thoroughfares, etc.
- This data belongs to the City, and it will be provided with the information CL developed under this contract. The City can also choose to house this information within CL's GIS systems for hosting and probable future data maintenance purposes.
- The Pavement Preservation Plan does not include field verified lane counts or lane widths, engineering design or final design level cost estimates for individual projects. A yearly breakdown of specific projects to be included over the term of the Pavement Preservation Plan will not be provided as a part of this phase of the project.

C. Annual Web Hosting of Mapping – (\$4,000.00 for next 2 years, first year is included)

CL will provide the City with online access to its custom programs and tools that will allow viewing of the GIS linework and video data collected that may be collected as part of this Agreement or as part of future services. Web Hosting will be maintained by CL for the first year of this contract, thereafter the City will have the option to continue hosting through CL for an additional yearly fee or they may decide to host this information in-house.

D. Plan Implementation Consulting – (\$24,000.00 for 3 years; if needed Hourly Rate, See Exhibit B)

CL will provide the City with consulting services to support implementation of the Pavement Preservation Program. Consulting services will include developing yearly strategies of work, schedules of work, related maps, road lists and other related services. The yearly consulting services will be performed based on a 3-day work session. Any additional consulting services will be performed based on the hourly rates agreed to herein. This type of work will typically include work from a project manager and designer/technician level employee.

Exhibit B only applies to Task D.

II. Proposed Schedule of Services – (Assumes Contract Approval in March 2019)

Task	Due Date
Road Way Network Evaluation & Mapping:	
A. Complete Windshield Survey and Video Collection	Tuesday April 30, 2019
B. GIS Linework and Condition Rates	Friday May 31, 2019
Pavement Preservation Plan	Friday June 28, 2019
Website Online	Friday June 28, 2019

EXHIBIT B
CIVIL-LINK
HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

POSITION	LABOR RATES
Executive/Principal	\$180.00
Engineering Manager/ Sr. Traffic Signal Engineer	\$165.00
Sr. Project Engineer / Sr. Project Manager	\$130.00
Sr. Traffic Technician	\$120.00
Project Engineer / Project Manager	\$115.00
Design Engineer / Sr. Designer / Sr. Engineering Technician / Sr. Inspector *	\$100.00
Designer / Engineering Technician / Inspector *	\$90.00
Professional Land Surveyor	\$85.00
Engineer Intern	\$85.00
CADD Technician *	\$80.00
Graduate Engineer	\$75.00
Sr. Administrative *	\$50.00
Field Labor *	\$45.00
Administrative *	\$40.00
GPS Survey Party *	\$115.00
Two-Member Survey Party *	\$125.00
Three-Member Survey Party *	\$135.00

* Indicates non-exempt classifications and the hourly rates listed only applies to regular time work. If overtime work is required to meet the client's schedule, an overtime rate will have to be negotiated.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	\$0.52/mile
All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.	



HISTORIC
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DATE: February 15, 2019

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Mark Hilty, Assistant City Administrator for 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: Plans are complete but will not be submitted to TDEC for approval until the project is closer to bid. Easement documents have been prepared and submitted to City Staff for review. The project will not be constructed until funding is available from the Water Management Department budget.
- 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



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

*Denotes Estimated Date

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

Funding Source: Design - Sewer Fund

Status Update: The plans are 100% complete. Three of the four easements required have been obtained; the last easement is still in negotiation. The project will be bid once the easement has been obtained.

C. Bobby Drive Water Line Improvement Project

Project Description: Replacement of 6,650 linear feet of 6 inch water line from Hillsboro Road to Bradley Drive along Bobby Drive

Key Dates: Design Start - May 12, 2015; Design Completion - April 2016; Easement Acquisition Start - June 2016; Easement Acquisition Completion – February 2019*; Construction - To be completed in-house by Water Management Department staff

*Denotes Estimated Date

Cost: Design - \$80,313.00; Easements - TBD; Construction - TBD (Materials Only)

Funding Source: Design and Easements - Water Operating Fund

Status Update: Phase 1 has been completed. Phase 2 will be broken into two phases; phase one of Phase 2 will begin in approximately a month. Only 1 easement remains to be obtained.

D. 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 - June 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.

E. Henpeck Lane Sanitary Sewer Project

Project Description: Installation of 3,665 linear feet of 12 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 - April 2019*; Construction End - December 2019*;

*Denotes Estimated Dates

Cost: Design - \$176,000; ROW/Easement/Contracts - \$200,000; Construction - est. \$2,000,000

Status Update: The school has requested to extend the sewer to their vacant lot for a future school site. All easements have been obtained.

F. 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: Office trailers have been set up at the Facility. The temporary construction entrance off of Mack Hatcher is almost complete. Contractor is isolating pipes that are connected to the existing processes that will remain while construction is ongoing. The baseline schedule has been submitted for review as well as several submittals.

G. 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 – April 2019; Construction Start - June 2019*; Construction End – December 2019*

*Denotes Estimated Dates

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

Status Update: Working with the consultant on the bid documents.

H. Church Street Water and Sewer Improvements

Project Description: Installation of a water line from Columbia Avenue to 3rd Avenue South; replacement of sanitary sewer lines from 3rd Avenue South to 5th Avenue South

Key Dates: Design Start – March 2019*; Design Completion – April 2019; Bid Date – TBD; Construction Start – TBD; Construction End – TBD

*Denoted Estimated Date

Cost: Design – TBD; Construction - TBD



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Status Update: Survey has been completed. Design consultant to be determined in the next month.

February 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 Date – December 7, 2018 <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:	Bids for construction were opened on December 7, 2018. TDOT has awarded the contract to Eutaw Construction Company, Inc. The pre-construction meeting was held recently. Construction is expected to begin soon.

SR-96 West Multi-Use Trail (Vera Valley Drive to 5TH Avenue North)	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start- November 2016, End – May 2019*; ROW: Start – April 2018, End – June 2019*; CONSTRUCTION: Start – September 2019*, End – December 2020* <i>*Denotes Estimated Date</i>
Cost:	DESIGN: \$167,538; ROW: \$600,000 (Estimated); CONSTRUCTION: TBD
Status Update:	Designer is working to obtain approval of plans through TDOT. ROW/Easement acquisitions, except for 1 condemnation, have been given to closing attorney. Staff is working toward obtaining all TDOT approvals by June 2019.

Franklin Road Corridor (Streetscape) Improvements (Harpeth River Bridge to Harpeth Industrial Court)	
Project Mngr:	William Banks
Schedule:	DESIGN: Start- January 2015, End – May 2019*; ROW: Start – April 2018, End – June 2019*; CONSTRUCTION: Start – August 2019*, End – May 2021* <i>*Denotes Estimated Date</i>
Cost:	TOTAL: \$14,300,000 (Estimated)
Status Update:	Final design updates and ROW acquisition are ongoing. A utility coordination meeting was held on February 26 th .

Transportation (continued)

East McEwen Drive Roundabout Modifications	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start – March 2017, End– February 2019; ROW: Start – November 2018, End – March 2019*; CONSTRUCTION: Start – June 2019*, End – April 2020* <i>*Denotes Estimated Date</i>
Cost:	DESIGN: \$154,405; ROW: \$350,000 (Estimated); CONSTRUCTION: \$1,250,000 (Estimated)
Status Update:	Project is currently out for construction bids. The bid opening is scheduled for Monday, March 11 th .

East McEwen Drive Phase 4 Improvements (Cool Springs Boulevard to Wilson Pike)	
Project Mngr:	David Hodnett
Schedule:	ENVIRONMENTAL: Start – XXXX, End – November 2018; DESIGN: Start – April 2015, End – June 2019; ROW: Start – July 2019*, End – March 2020*; CONSTRUCTION: Bid – April 2020*, Start – May 2020*; End – April 2023* <i>*Denotes Estimated Date</i>
Cost:	ENVIRONMENTAL: \$125,018; DESIGN: \$1,210,000 (Preliminary - \$497,000; Final - \$713,000); ROW: TBD; CONSTRUCTION: TBD
Status Update:	Final NEPA document was approved in November 2018. Designer is working on finals plans, which include proposed utility relocations. Right-of-way process is anticipated to begin in Summer 2019.

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 2019*; ROW: Start– March 2020*, End – October 2021*; CONSTRUCTION: Start – February 2022*, End – March 2024* <i>*Denotes Estimated Date</i>
Cost:	ENVIRONMENTAL: \$927,668; DESIGN: \$750,000; ROW: TBD; CONSTRUCTION: TBD
Status Update:	A PSA for final design was approved by BOMA in January 2019. Designer began working on plans, which are anticipated to be complete around the end of 2019.

Transportation (continued)

Intersection Improvements at Mallory Lane and Liberty Pike	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start – February 14, 2017, End – TBD; ROW: TBD CONSTRUCTION: TBD
Cost:	DESIGN: \$229,965; ROW: TBD; CONSTRUCTION: TBD
Status Update:	Based upon feedback from the public meeting, the designer has developed several design alternatives that will be presented to the March 12 th BOMA work session.

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/Easement Acquisition – ROW: May 2018; CONST. (Phase 1): Bid – March 2019*, Start – April 2019*, End – Oct. 2019*; CONST. (Phase 2): Bid – August 2019*, Start – Oct. 2019*, End – March 2020* <i>*Denotes Estimated Dates</i>
Cost:	DESIGN: \$113,445; CONSTRUCTION: \$750,000 (Estimated)
Status Update:	This project has been advertised for bids twice, with no responses. Staff is preparing a separate bid package for tree removal only. A second bid package will be prepared for the stream restoration portion of the project.

Carnton Lane Culvert Replacement	
Project Mngr:	David Hodnett
Schedule:	DESIGN: Start- September 9, 2016, End- July 2017; ROW: November 2017; CONSTRUCTION Start– October 8, 2018; Construction End – January 7, 2019 (Original Contract) <i>*Denotes Estimated Dates</i>
Cost:	DESIGN: \$18,580; CONSTRUCTION: \$256,225
Status Update:	Work began in October 2018. Construction of project was complete, except for asphalt paving, in January 2019. Paving will occur as permits.

Parks

Southeast Municipal Complex (Park)	
Project Mngr:	David Hodnett
Schedule:	PLANNING: Start – June 2017, End – August 2018
Cost:	PLANNING: \$396,046; DESIGN: 1,900,000 (<i>Estimated</i>); CONSTRUCTION: TBD
Status Update:	Staff is negotiating PSAs to design Phase 1 of the park, including the access bridge across the Harpeth River.

Southeast Municipal Complex (Lockwood Parcel)	
Project Mngr:	David Hodnett
Schedule:	DESIGN: TBD; CONSTRUCTION: TBD
Cost:	DESIGN: \$310,158; ROW: \$500,000; CONSTRUCTION: TBD
Status Update:	The purchase of the property was completed by the City. A PSA for the design of necessary improvements to the Robinson Lake dam will be presented to the Board at an upcoming meeting.

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 2019*, End - July 2019* <i>*Denotes Estimated Dates</i>
Cost:	DESIGN: \$74,575; CONSTRUCTION: TBD
Status Update:	Bid were opened on February 21 st . A resolution to award this project will be presented to the Board in March.