



City of Franklin

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

Meeting Agenda Capital Investment Committee

Thursday, January 23, 2020

4:00 PM

Board Room

Call To Order

1. [20-0107](#) Consideration Of Approval Of Minutes from November 21, 2019 4:00 p.m.
2. [19-1174](#) Consideration To Deny Water And Sewer Availability For 1886 Wilson Pike (Map 061, Parcel 01310).

Sponsors: Michelle Hatcher

Attachments: [map.pdf](#)
[Easement.jpg](#)
[1886 Wilson Pike - Sewer Availability - Form.pdf](#)
3. [20-0023](#) Consideration Of A Professional Services Agreement (COF Contract No. 2020-0002) With C&T Engineering & Inspection Services For The Construction Phase Services Of The Holiday Court Wastewater Pump Station Construction Project For The Amount Of \$82,530.00. (CIC 1/23/20, 3-0)

Sponsors: Michelle Hatcher

Attachments: [20200203 CON C&T Inspection - Holiday Court V1.pdf](#)
4. [20-0083](#) Consideration Of A Professional Services Agreement (COF Contract No. 2020-0006) With The C.I. Thornburg Company, Incorporated For The Installation Of The Flex Net System For The Automatic Metering Infrastructure For An Amount Of \$280,998.50. (CIC 1/23/20, 3-0)

Sponsors: Michelle Hatcher

Attachments: [2020-0006 PSA Thornburg Franklin FlexNet Law Approved.pdf](#)
5. [19-1293](#) Consideration Of A Professional Services Agreement (COF Contract No. 2019-0376) With Barge Design Solutions, Inc. For The Design Of The Bicentennial Park Project In The Lump Sum Amount Of \$385,500.

Sponsors: Paul Holzen

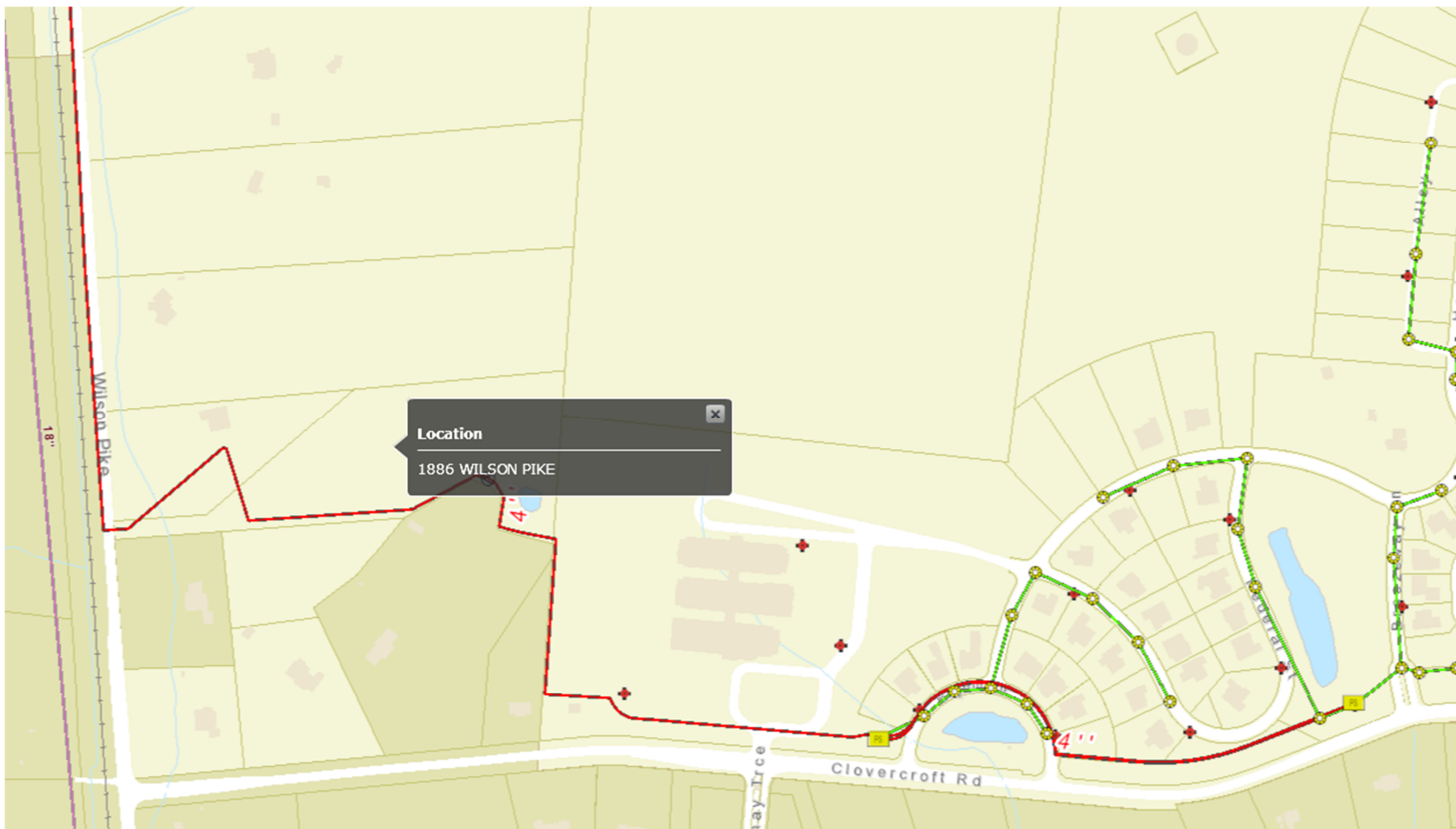
Attachments: [COF 2019-0376 Barge PSA BICENTENNIAL PARK with Attachment.Law App](#)

6. [19-1300](#) Consideration of a Professional Services Agreement (COF Contract No. 2019-0378) with Lose Design for the Liberty Park Master Plan at a Lump Sum Cost of \$98,000.00.
- Sponsors:** Paul Holzen
- Attachments:** [COF 2019-0378 Lose Liberty Park PSA with Attachment.Law Approved.pdf](#)
7. [20-0093](#) Consideration Of A Joint Funding Agreement (COF Contract No. 2020-0008) For Water Resources Investigations With The United States Department Of The Interior At A Cost To The City Of \$43,575.00.
- Sponsors:** Paul Holzen and Jonathan Marston
- Attachments:** [COF 2020-0008 - USGS Water Resources Investigations.pdf](#)
8. [20-0097](#) Consideration Of A DRAFT Professional Services Agreement (COF Contract No. 2019-0372) With Alfred Benesch & Company For The Design Of The Bridge Replacement On Pratt Lane Over Five Mile Creek In An Amount Not-To-Exceed \$94,125.00.
- Sponsors:** Engineering
- Attachments:** [Contract 2019 0372 PSA Benesch DESIGN PrattLaneBridge.pdf.docx](#)
[Contract 2019 0372 PSAScope Benesch DESIGN PrattLaneBridge.pdf](#)
9. [20-0104](#) Consideration Of DRAFT Resolution 2020-05, "A Resolution Declaring Certain Right-Of-Way Located Between Cannon Street And Academy Street As Surplus."
- Sponsors:** Paul Holzen
- Attachments:** [Res 2020-05 battle ave.docx](#)
[Property Owner Letters - Signed.pdf](#)
[Alley Exhibit \(exhibit a\).pdf](#)
10. [20-0098](#) Consideration Of A DRAFT Professional Services Agreement (COF Contract No. 2020-009) With Alfred Benesch & Company For The Design Of The Lewisburg Pike Sidewalk/Multi-Use Trail Project In An Amount Not-To-Exceed \$364,182.00.
- Sponsors:** Engineering
- Attachments:** [Contract 2020 0009 PSA Benesch DESIGN LewisburgSidewalkTrail.docx](#)
[Contract 2020 0009 PSAScope Benesch DESIGN LewisburgSidewalkTrail.r](#)
11. [20-0094](#) Capital Projects Dashboard & Status Updates.
- Sponsors:** Engineering
- Attachments:** [Capital Project Page Example.PNG](#)

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.







Type of Availability Requested:

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

Map & Parcel(s) #

Property Address:

City Project # (If Applicable)

of Dwelling Units (If Residential)

Applicant's Name & Company

Applicant's Address

Applicant's Email & Phone

Anticipated Water Meter Size(s) (see chart on pg. 3).

Water District:

Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet –pg.4
350 GPD

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)

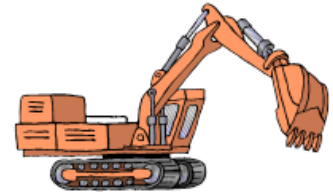
Email Application to: availability@franklintn.gov

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

Date Submitted: 10/31/2019

MEMO

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



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

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

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

Email Application to: availability@franklinton.gov

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

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

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

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

OTHER RELATED INFORMATION:

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

PROPERTIES OUTSIDE OF CITY LIMITS:

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

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

SINGLE FAMILY APPLICANTS:

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

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

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

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

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

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

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

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

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

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

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

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

3- City Installs Tap & Meter

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

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

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

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

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

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

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

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

3

Projected Flow Examples

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

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2020-0002**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **C & T ENGINEERING** 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:

REPLACEMENT OF HOLIDAY COURT WASTEWATER PUMP STATION

1. **SCOPE OF SERVICES.** Consultant shall provide construction engineering and inspection services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the amount of Eighty-Two Thousand Five Hundred Thirty and 00/100 Dollars (\$82,530.00).

The Board of Mayor and Aldermen approved this agreement on the _____ day of _____ 2020.

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 claims, judgments, losses, damages, and expenses to the extent such claims, 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. The City shall retain an ownership and property interest therein whether or not the Project is completed.
- 7.1.1 **USE OF DATA SYSTEMS:** The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by Consultant through information supplied to the Consultant by the City.
- 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: Vice President

Date: 2/1/2020

BY: _____

Dr. Ken Moore

Mayor

Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney

203 Third Ave South
Franklin, TN 3706



COF contract no. 2020-0002
Attachment A

615.567.3306
www.ct-eng.net

12/2/2019

Ms. Michelle Hatcher, P.E.
Utilities Project Manager
City of Franklin
124 Lumber Drive
Franklin, TN 37064

**Re: Replacement of Holiday Court Wastewater Pump
Station Construction Phase Services Proposal**

Director Hatcher,

C&T Engineering and Inspection is pleased to submit this proposal to the City of Franklin as discussed and requested. Our preparation of this proposal is based on our understanding of the construction services needed by the City to complete this project. The proposed services are outlined below.

Construction Phase Services

- Consult with City and act as City's representative for this project.
- Attend the Pre-Construction Conference.
- Provide experienced Resident Project Representative (RPR) to inspect work
- Reject defective work when necessary.
- Recommend Construction Change Authorizations (CCA) to the City and prepare same.
- Review all certificates of inspections, tests and approvals required by the Contract Documents.
- Review and recommend for approval Contractor's applications for payments.
- Attend Wastewater Pump Station Functional Demonstration Testing, commissioning and start-up.
- Attend Substantial Inspection and prepare punch list if needed.
- Attend Final Inspection to determine if work is acceptable for final payment to Contractor.
- Prepare Final Change Order

Our cost proposal is broken down below into one Task.

Task 1- Construction Observation (Resident Services)

A Resident Project Representative (RPR) will be provided for the duration of the construction contract not to exceed 6-months on a part-time as needed basis not to exceed the manhours in Table 1. The RPR will conduct on-site observations to determine if the work is generally in accordance with the Contract Documents. The RPR will prepare a Daily Work Report (DWR) capturing the Contractor's work hours on the job site, capturing and documenting quantities, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. Attend monthly project status meetings. Review pencil copy Applications for Payment with the Contractor for compliance of work completed. Conduct Substantial Inspection walk through, prepare punch list and prepare Final Change Order.

203 Third Ave South
Franklin, TN 3706



COF contract no. 2020-0002
Exhibit A

615.567.3306
www.ct-eng.net

Cost Breakdown Table 1

TASK	DESCRIPTION	MAN HOURS	RATE	COST
TASK 1	CONSTRUCTION PHASE SERVICES	786	\$105.00	\$82,530.00

Our guaranteed not to exceed cost to perform this task is \$82,530.00 (eighty-two thousand five hundred thirty dollars) which is broken down in the succeeding table. The hourly rate is inclusive of all other direct costs including labor, materials and travel.

EXCLUSIONS

The following items are excluded from this proposal.

- Redesign of contract documents
- Proposal based upon a 6-month construction contract duration (March-August 2020)
- Excludes Saturday and Sunday work
- Assumes a maximum of 10-hour workdays by Prime contractor
- RFI review and response/Submittal review and response
- Change management/work change directives and preparation of change orders
- Project Management/Project Coordination/Project Scheduling
- General Administration of the Construction Contract
- Witnessing of Factory Testing
- American Iron and Steel compliance services
- Davis-Bacon Labor compliance services
- Preparation of final Asbuilt drawings

We sincerely appreciate the opportunity to work with the City of Franklin Water Management Department and to present this proposal for providing professional services. If you have any questions or require additional information, please let me know.

Sincerely,

Carla S. Lamb

Carla S. Lamb
President
C&T Engineering and Inspection

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2020-0006**

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

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

**FLEXNET INFRASTRUCTURE, SOFTWARE, MANAGEMENT AND
TRAINING**

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical services and construction engineering 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 Two Hundred Eighty Thousand Nine Hundred Ninety-Eight dollars and Fifty cents (\$280,998.50).

The Board of Mayor and Aldermen approved this agreement on the _____ day of _____ 2020.

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 claims, judgments, losses, damages, and expenses to the extent such claims, 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. The City shall retain an ownership and property interest therein whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS:** The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by Consultant through information supplied to the Consultant by the City.

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: CPO
Date: 2-3-20

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney



The C. I. Thornburg Co., Inc.

740 ENTERPRISE DRIVE - LEXINGTON, KY 40510

PH: (859) 255-0852 FAX: (859) 259-1171

Date: January 6, 2020

To: Franklin Water & Wastewater
Attn: Michelle Hatcher

Re: Franklin FlexNet Project
Franklin, TN

Bid Date: May 1, 2019

Ladies and Gentleman,

We are pleased to propose the following material for the above referenced project:

BID ITEM	BID QTY.	DESCRIPTION	UNIT PRICE	TOTAL PRICE
FLEXNET INFRASTRUCTURE, SOFTWARE, MANAGEMENT AND TRAINING				
	4	M400B Base Station Collector Unit	25,070.00	\$ 100,280.00
	1	Installation of Ash Drive M400B Base Station Collector Unit	13,630.00	\$ 13,630.00
	1	Installation of Grassland M400B Base Station Collector Unit	13,630.00	\$ 13,630.00
	1	Installation of Long Lane M400B Base Station Collector Unit	18,530.00	\$ 18,530.00
	1	Installation of Lula Lane M400B Base Station Collector Unit	25,580.00	\$ 25,580.00
Notes: <i>*Power to the collector sites and backhaul to be provided by owner.</i>				
<i>*All base station installation prices include site surveys, preconstruction meeting, mobilization, crew costs for overnight stays and per diem, antenna, 7/8" coax cabling, connectors, grounding halo, H-frame for the M400B, and supports.</i>				
	1	Hosting Fee - Annual RNI SaaS (8,000 Endpoints)	15,321.00	\$ 15,321.00
	1	Hosting Fee - Annual RNI SaaS (10,000 Endpoints)	15,781.00	\$ 15,781.00
Notes: <i>*Hosting fees include software licensing, 24/7 system monitoring, software maintenance and upgrades, disaster recovery, and security testing and auditing by industry-leading partners.</i>				
<i>*First year fees will be invoiced after the RNI has been tested, validated, and accepted by the customer. There are no pro-rated fees based on deployment. Year 1 is a best estimate and Year 2 will be billed again annually based on information and services reporting to the RNI.</i>				
	1	Hosting Fee - Annual Sensus Analytics Enhanced	12,110.00	\$ 12,110.00
	1	Hosting Fee - Annual Sensus Analytics Enhanced	14,549.00	\$ 14,549.00
Notes: <i>*Hosting fees include software licensing, 24/7 system monitoring, software maintenance and upgrades, disaster recovery, and security testing and auditing by industry-leading partners.</i>				
<i>*First year fees will be invoiced 60 days after the Sensus Analytics software is setup and handed over for billing integration. There are no pro-rated fees based on deployment. Year 1 is a best estimate and Year 2 will be billed again annually based on information and services</i>				

reporting to the RNI.

**Sensus Analytics Enhanced includes base data store, billing adapter, billing access, meter insight, device access, alert manager, alarm insight, report access, and video training tutorials.*

1	Hosting Fee - Customer Portal	6,250.00	\$	6,250.00
1	Hosting Fee - Customer Portal	6,437.50	\$	6,437.50
Notes: <i>*Hosting fees include software licensing, 24/7 system monitoring, software maintenance and upgrades, disaster recovery, and security testing and auditing by industry-leading partners. *First year fees will be invoiced 60 days after the Sensus Analytics software is setup and handed over for billing integration. The customer portal integration is performed simultaneous to the SA integration schedule. There are no pro-rated fees based on deployment. Year 1 is a best estimate and Year 2 will be billed again annually based on information and services reporting to the RNI.</i>				
1	One-Time Setup Fees	Waived	\$	-
Notes: <i>*Includes integration of the network towers, RNI, and head-end software and billing. *Sensus will spend some time working with your billing vendor and mapping your required fields in to Sensus Analytics. *All fees generated by the billing vendor will be the responsibility of the owner.</i>				
1	Customer Portal System Setup	6,250.00	\$	6,250.00
Notes: <i>*Includes integration of the information flowing from RNI and SA in to the customer portal software.</i>				
1	CITCO FlexNet Project Management	4,000.00	\$	4,000.00
Notes: <i>*Includes project management services from Cody Trimble and Stephen Hunter. These services consist of VFLEX file integration meetings between Sensus and the billing vendor (approx. 6-8 meetings), on-site support during network construction (16 hours), testing and commissioning base station and collector units (5 total), and leading the SA kickoff meeting.</i>				
1	FlexNet Core Training	7,000.00	\$	7,000.00
Notes: <i>*Includes 1/2-Day System Overview Series, 2-Day Role Based RNI instruction (1-Day System Operator & 1-Day System Administrator). Includes two remote knowledge transfer sessions (up to 2 hours each). Pricing includes travel expenses.</i>				
1	Sensus Analytics Training - Onsite	4,000.00	\$	4,000.00
Notes: <i>*Includes 1-Day training for Sensus Analytics Enhanced software for both operators and administrators. Onsite training would include two SA professionals and travel expenses.</i>				
1	Customer Portal Training - Remote	2,250.00	\$	2,250.00
Notes: <i>*Includes 1-Day training for Customer Portal software. This is designed to be a remote WebEx training only.</i>				

MISCELLANEOUS CONTINGENCY ITEMS				
---------------------------------	--	--	--	--

1	R100NA Collector Unit	5,000.00	\$	5,000.00
1	Installation of R100 Collector Unit	7,600.00	\$	7,600.00
Notes: <i>*Power to the collector sites and backhaul to be provided by owner. *A total of six (6) R100 collector sites shown on the prop study. *R100 kit item includes an antenna, 7/8" coax cabling, and connectors.</i>				

****R100 installation prices include site survey, preconstruction meeting, mobilization, crew costs for overnight stay and per diem. Also includes the mounting of the antenna, 7/8" coax cabling, connectors, grounding halo, and collector cabinet to the pole.
*Installation also includes excavation and installation of a new 30' wooden pole***

1	Sensus Analytics Training - Remote (WebEx)	1,000.00	\$	1,000.00
Notes:	<i>*Includes 1-Day training for Sensus Analytics Enhanced software for both operators and administrators. Remote WebEx access to unlimited participants.</i>			
1	Professional Liability Insurance	1,800.00	\$	1,800.00

Proposed Group Material Total LESS Tax \$ 280,998.50

Terms and conditions of this proposal are as follows:

This quotation is based on the receipt of the entire list of material. Any deviation could result in price changes.

All other material prices are good for 60 days.

Totals listed above do not include any items not specifically mentioned in the above scope of material.

The scope of material listed is our interpretation of the plans and specifications of this project. All materials shall be approved for use by the project engineer and/or water district. Quantities shall be verified and approved before placing an order. Return of any materials ordered are subject to a restock fee.

Payment Terms: Net 30 days.

FOB Terms: Jobsite

Taxes: Prices quoted are excluding any applicable taxes.

Submittals and drawings: Prices include any required submittal drawings, and blueprint construction drawings at NO CHARGE.

We appreciate the opportunity to provide you with this quotation, and hope we may be favored with your valued business.

Sincerely,

Cody Trimble

THE C. I. THORNBURG CO., INC.

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000494
Agreement #: 20MLJFATNDA069
Project #: ML009Z5
TIN #: 62-6000290
COF 2020-0008

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2019, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Franklin party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$18,675 by the party of the first part during the period
October 1, 2019 to September 30, 2020
- (b) \$43,575 by the party of the second part during the period
October 1, 2019 to September 30, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$15,000

Description of the USGS regional/national program: USGS Federal Priority Steamgages for 03432400 Harpeth Below Franklin Discharge Gage

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000494
Agreement #: 20MLJFATNDA069
Project #: ML00925
TIN #: 62-6000290
COF 2020-0008

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Shannon Williams
Hydrologist
Address: 640 Grassmere Park
Nashville, TN 37211
Telephone: (615) 837-4755
Fax: (615) 837-4799
Email: swilliam@usgs.gov

Customer Technical Point of Contact

Name: Mr. Paul Holzen
Address: 109 3rd Ave South
Franklin, TN 37065
Telephone: (615) 791-3218
Fax:
Email:

USGS Billing Point of Contact

Name: Desvin Jones
Administrative Specialist
Address: 3535 South Sherwood Forest Blvd.
Suite 120
Baton Rouge, LA 70816
Telephone: (225) 298-5481 Ext 3114
Fax: (225) 298-5490
Email: ddjones@usgs.gov

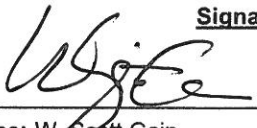
Customer Billing Point of Contact

Name: Mr. Paul Holzen
Address: 109 3rd Ave South
Franklin, TN 37065
Telephone: (615) 791-3218
Fax:
Email:

U.S. Geological Survey
United States
Department of Interior

City of Franklin

Signature

By  Date: 10/17/2019
Name: W. Scott Gain
Title: Director, LMG Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2019-0372**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **ALFRED BENESCH & COMPANY** 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:

DESIGN OF BRIDGE REPLACEMENT ON PRATT LANE OVER FIVE MILE CREEK

1. SCOPE OF SERVICES. Consultant shall provide survey, 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 Ninety-Four Thousand One Hundred Twenty-Five and No/100 Dollars (\$94,125.00).
5. Payment of reimbursable items, at direct cost and as listed in the Scope of Services, shall be allowed to exceed the above listed non-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 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.

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



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

Pratt Lane over Five Mile Creek – City of Franklin

Proposed Scope of Work: Roadway and Structural Design Tasks

The purpose of this project is to construct a new drainage structure on Pratt Lane over Five Mile Creek in Franklin, Tennessee. The need for the new structure is due to the inadequate size, condition and capacity of the structure. For this scope of work, the proposed replacement structure is assumed to be a triple 18'x6' slab bridge. The typical section will be two 12-ft lanes with curb and gutter, a 12-ft multi-use path with a 6-ft grass buffer on the west and a 5-ft future sidewalk with no-buffer on the east. To avoid the existing 12" water main and new electric utility lines, the alignment will be shifted east. This will result in an approximately 700-ft roadway length that will tie to existing Pratt Lane without impacting the existing or proposed intersection improvements with Peytonsville Road.

Scope Details:

Roadway Design

The roadway plans will be developed as a standard Preliminary 40% set of plans that will be coordinated with City Staff. Initial utility coordination will be completed to determine any ROW impacts to accommodate relocations. ROW plans will then be completed for the entire project. Deeds and exhibits will be provided to the City for their use in ROW acquisition. Following the ROW plans completion utility coordination will be finalized. When directed, the Construction phase documents for the entire project will be produced for bidding. Probable construction costs will be estimated at the 60% and 100% stages of plans production. The roadway design parameters for the project will be based upon current versions of the following design guides; "A Policy on Geometric Design of Highways and Streets", American Association of State Highway and Transportation Officials; "TDOT Standards Specifications for Road and Bridge Construction"; City of Franklin Street Standards. These technical guidelines and specifications shall be followed unless superseded by the standard for the City of Franklin.

The roadway design scope includes production of erosion control plans for the roadway and bridge construction. A SWPPP is not anticipated as the total area of disturbance is estimated to be less than 1 acre. An ARAP permit will be applied for by Benesch for impacts to jurisdictional features. Any permit fees or third-party review fees shall be billed to the City as a reimbursable item.

It is anticipated that Pratt Lane can be closed within the project limits and that traffic will be detoured to the new Reams-Fleming Boulevard.

The scope includes plans to attend a Public Meeting should this be deemed necessary to inform the public about the project. Benesch will assist city staff through-out the bidding phase of the project. This will include supplying all required documents in Portable Document Format (PDF) suitable for printing. Benesch will assist the city in producing the bid book. Benesch can organize and lead the pre-bid meeting and assist the city as necessary with opening and evaluating the bids once received.

December 9, 2019

Pratt Lane over Five Mile Creek – City of Franklin

**Structure Details**

Benesch will develop supplemental structural details for the slab bridge and wing wall layout. Benesch will also provide details for concrete pedestrian railing to be attached to the bridge.

Utility Coordination

Benesch will provide utility coordination services for the project. Below is a general example of items to be completed:

1. Notify in writing all utility companies
2. Issue Preliminary Plans and solicit comments
3. Issue ROW plans and timeline for relocation plans submittals (2 possible utility meetings)
4. Review and approve relocation plans
5. Coordinate any contracts between the City and Utility

Utility Design Services

If the selected alignment and/or structure required impact the existing water main, Benesch will develop the necessary preliminary relocation plans as needed. Upon submittal of the right-of-way plans, Benesch and the City will determine the final scope and fee required to complete this phase of work.

Survey Services

HMB will provide topographic survey and property line information for the project limits. The survey will be performed to TDOT standards and will be tied to TDOT State Plane Coordinates. See attached scope for more information.

Hydraulic Modeling

Benesch will review and update the hydrologic and hydraulic analysis for the proposed structure over Five Mile Creek in accordance with standard engineering practice, "TN NFIP Guidance Document: No-Rise Submittals", and "2012 TDOT Design Procedures for Hydraulic Structures".

The proposed project is located within a FEMA designated Zone AE floodplain. A local floodplain permit will be required for this project to demonstrate that the proposed design will not increase the water surface elevation (No Rise) of the Base Flood Event (100-YR flood). The established existing peak flows, Base Flood Elevations, or regulatory floodway boundaries published in the Flood Insurance Study will be used for this location. This scope assumes that the model will be developed from the topographic survey. Given the approximate size of the drainage basin (USGS StreamStats estimate 2.08 sq. mi.), coordination with TDOT's Hydraulic Division will be required.

Scope of Work - Hydraulics

1. Review existing hydrologic data/analysis of Five Mile Creek
2. Coordinate with the City's floodplain manager
 - a. Attend a maximum of two (2) electronic meetings

December 9, 2019

Pratt Lane over Five Mile Creek – City of Franklin



- b. Attend a maximum of one (1) in-person meetings
3. Obtain and review the most up-to-date Effective model from FEMA
4. Compare the current model and the new Effective model
5. Provide hydraulic analysis for the proposed structure 3-barrel 18'x6' structure.
6. Analyze Scour potential of the proposed structure utilizing TDOT's Drainage Manual and FHWA's HEC-18.
7. Design scour countermeasures for each of the substructure elements (if necessary).
8. Prepare Hydraulic Report which will contain:
 - a. Discussion of:
 - i. FEMA Effective Flood Insurance Study
 - ii. Duplicate Effective model
 - iii. Corrected Effective model
 - iv. Pre-Project model
 - v. Post-Project model
 - vi. Scour Analysis
 - b. Appendices:
 - i. Maps
 - ii. Site photographs
 - iii. HEC-RAS model output data
 - iv. Scour Analysis
9. Adherence of QC/QA standards
10. Prepare and submit permit applications State Department of Environment and Conservation
 - a. TDEC ARAP Permit

Client shall provide

Any drainage studies completed in the area (if available).

Items not included in Hydraulic Modeling Scope

1. Submittal of CLOMR or LOMR documentation
2. Design of channel realignment
3. Subsurface Utility Exploration
4. Creation of 3D models or renderings
5. Preparation of a 2D hydraulic model

Construction Phase Services

1. Attendance at preconstruction conference and four (4) construction progress meetings.
2. Shop drawing review of contractor submittals as necessary
3. RFI review and responses for contractor submittals as necessary
4. Construction observation site visit (2 visits)
5. Review of concrete test specimen reports including compression cylinders

Items not included in the Benesch Scope

1. Stormwater quality design
2. Geotechnical Evaluation

December 9, 2019

Pratt Lane over Five Mile Creek – City of Franklin



3. Traffic counts or studies
4. Landscape or irrigation design
5. Mitigation design for impacted environmental features
6. Full TDOT level Construction Engineering and Inspection (CEI)
7. Printing of review or bid plans

Fee Summary		
Item	Fee Type	Amount
Topographic Survey	Lump Sum	\$ 19,725.00
Roadway Construction Plan	Lump Sum	\$ 27,000.00
Structure Details (Wing Walls and Parapet Rail)	Lump Sum	\$ 4,800.00
Hydraulic Modeling	Lump Sum	\$ 14,400.00
Utility Coordination	Lump Sum	\$ 8,400.00
Utility Relocation Plans (As Needed)	Cost Plus	\$ 10,000.00
Construction Phase Support	Cost Plus	\$ 5,000.00
Bid Documents and Administration	Lump Sum	\$ 4,800.00
Total Not to Exceed		\$ 94,125.00

Compensation:

The following is the compensation to be paid to Benesch for the scope items noted above. The only reimbursables that will be included on this project are permit fees, and third-part review fees which will be paid by Benesch and reimbursed at cost by the City. All other incidental costs (i.e. printing, travel, etc.) shall be included in the lump sum totals.

December 9, 2019



2020 HOURLY RATE TABLE

<u>CLASSIFICATION</u>	<u>RATE</u>
Technologist I	\$56.00
Technologist II	\$76.00
Senior Technologist	\$92.00
Designer I	\$87.00
Designer II	\$95.00
Senior Designer	\$105.00
Project Engineer I	\$105.00
Project Engineer II	\$124.00
Senior Project Engineer	\$145.00
Project Manager I	\$138.00
Project Manager II	\$160.00
Senior Project Manager	\$175.00
Principal	\$200.00

DIRECT REIMBURSABLE EXPENSES

Travel	IRS Approved Rate
Overnight/Special Delivery Postage	At Cost
Special Equipment Rental	At Cost
Tolls/Parking	At Cost
Printing/Copies	At Cost
Permit Fees	At Cost

- Alfred Benesch & Company does not charge additional hourly rates for Accounting or Administrative functions.
- The above rates are all inclusive; there are no extra charges or fees.
- Rates are subject to change on a calendar year basis



2 International Plaza
Suite 205
Nashville, TN 37217

Office: (615) 361-4345
Fax: (615) 631-7737

Highway Engineering

Structural Engineering

Water & Wastewater

Site Development

Right-of-Way

Master Planning

Environmental Planning

Abandoned Mine Land

Surveying

Project Management

Cost Estimation

Stream Restoration

Construction Inspection

Aviation Services

Survey Scope of Work

Williamson Co. Pratt Lane over Five Mile Creek Williamson County

August 22, 2019

Project Description

Alfred Benesch & Company desires to contract with HMB Professional Engineers, Inc. (HMB) for survey services on the Pratt lane over Five Mile Creek in Williamson County, Tennessee.

Deliverables by the Consultant

HMB will be responsible for developing the following information.

Tasks:

1. Topographic survey of the area along the existing road and 115' on either side of the centerline. There will be no impact to the detention pond, so no shots required below the waterline.
2. Project length is 0.20 miles.
3. Hydraulic survey of Five Mile Creek, 150 ft up and down stream of bridge (300 ft total) with Channel cross sections on 50 ft interval and 100 ft wide.
4. R.O.W., Deed and Utility research for 5 properties.
5. Property owner contact for 5 properties.
6. Locate Property and Pres. R.O.W. Lines
7. Locate culverts within 100' of the centerline.
8. A small sized bridge survey & sketch included.
9. Show all TN One Call utilities locates within 100' of the centerline.

RESOLUTION 2020-05

TO BE ENTITLED: “A RESOLUTION DECLARING CERTAIN RIGHT-OF-WAY LOCATED BETWEEN CANNON STREET AND ACADEMY STREET AS SURPLUS”

WHEREAS, the Board of Mayor and Aldermen (BOMA) by approving this resolution, are determining that the existing right-of-way between Cannon Street and Academy Street as shown on Exhibit A is no longer necessary, suitable and desirable as public right-of-way; and

WHEREAS, because this right-of-way as shown in Exhibit A is no longer needed, the City now desires to declare the Right-of-Way as surplus property in order to sell or dispose of the property to the adjoining property owners of Map 78J, Parcel Nos. 10.00, 11.00, 12.00, 13.00, 14.00, 17.00, 18.00, 20.00, 21.00, 22.00, 23.00, 24.00, 24.01, and 25.00; and

WHEREAS, the existing right-of-way between Cannon Street and Academy Street would be considered a non-buildable lot and staff has determined the value to be less than \$25,000; and

WHEREAS, in general the surplus property shall be disposed of equally (50/50) to property owners adjacent to both sides of the City right-of-way as shown in Exhibit A; and

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

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

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

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that the right-of-way so declared as surplus shall be disposed equally (50/50) to the property owners of Map 78J, Parcel Nos. 010.00, 011.00, 012.00, 013.00, 014.00, 017.00, 018.00, 020.00, 021.00, 022.00, 023.00, 024.00, 024.01 and 025.00 as negotiated by the City Engineer and approved by the City Administrator with the following conditions:

- 1) Require a Public Utility and Drainage Easement on 100% of the property being vacated.
- 2) Require a Private Access Easement on a portion of the property being vacated as shown in Exhibit A. The existing asphalt and curb within the easement shall become the joint maintenance responsibility of the property owners.
- 3) Require the property owners to complete a survey for the surplus right-of-way and prepare legal descriptions for each portion to be disposed to the adjoining property owners of Map 78J, Parcel Nos. 010.00, 011.00, 012.00, 013.00, 014.00, 017.00, 018.00, 020.00, 021.00, 022.00, 023.00, 024.00, 024.01, 025.00.
- 4) According to City policy, staff shall not abandon portions of the alley and shall ensure the property, as shown on Exhibit A, is abandoned in its entirety.

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

ATTEST:

CITY OF FRANKLIN, TENNESSE

By: _____

ERIC S. STUCKEY
City Administrator

By: _____

DR. KEN MOORE
Mayor

Approved as to Form

By: _____

William E. Squires
Assistant City Attorney



October 21, 2019

HISTORIC
FRANKLIN
TENNESSEE

Dear Property Owner,

A request has been made to abandon the existing City alley located between Cannon Street and Academy Street as shown on Exhibit A. Where alley right-of-way is deemed as surplus, the current City policy is to quitclaim 50% of the alley to each of the adjacent property owners. Attached is a conceptual exhibit showing the abandonment. Below is a summary of the process:

- 1) Adjacent property owners must indicate, on this form, that they **are willing** or **not willing** to accept half of the alley right-of-way adjacent to their property.
- 2) City staff will present the request to the Board of Mayor and Aldermen to declare the property as surplus. Once approved by BOMA, staff will have the ability to transfer the existing alley right-of-way to the adjacent property owner.
- 3) Property owners must have a survey completed for 100% of the alley to include all property lines, easements, public/private utilities, fences, 1' contours, driveways, etc. In addition, the property owners shall provide the City with all the necessary exhibits and legal descriptions associated with the property transfer. The survey, survey exhibits, and legal descriptions shall be signed and sealed by a licensed surveyor in the State of Tennessee and submitted to the City of Franklin Engineering Department.
- 4) The City of Franklin, TN will prepare quitclaim deeds and easement documents to be signed by the property owners.
- 5) The City will record the documents, at the Williamson County Registers Office of Deeds, once all quitclaim deeds and easement documents have been properly executed by the property owners and City of Franklin.

Please check the one of the two boxes below, sign this document and return it to the City of Franklin Engineering Department (Attention: Lance Fittro; City of Franklin Engineering Department; 109 3rd Ave South; Suite 133; Franklin, TN 37064) within the next 30 calendar days.

- ☒ I am **willing** to accept half of the right-of-way. I understand the City will not proceed with this process until they have received the survey and 100% of legal descriptions and exhibits.
- ☐ I am **not willing** to accept half of the right-of-way, which will allow the other adjacent property owners to accept 100% of the alley located behind my home.

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

Rodrick Stoder 11/3/19

Rodrick Stoder

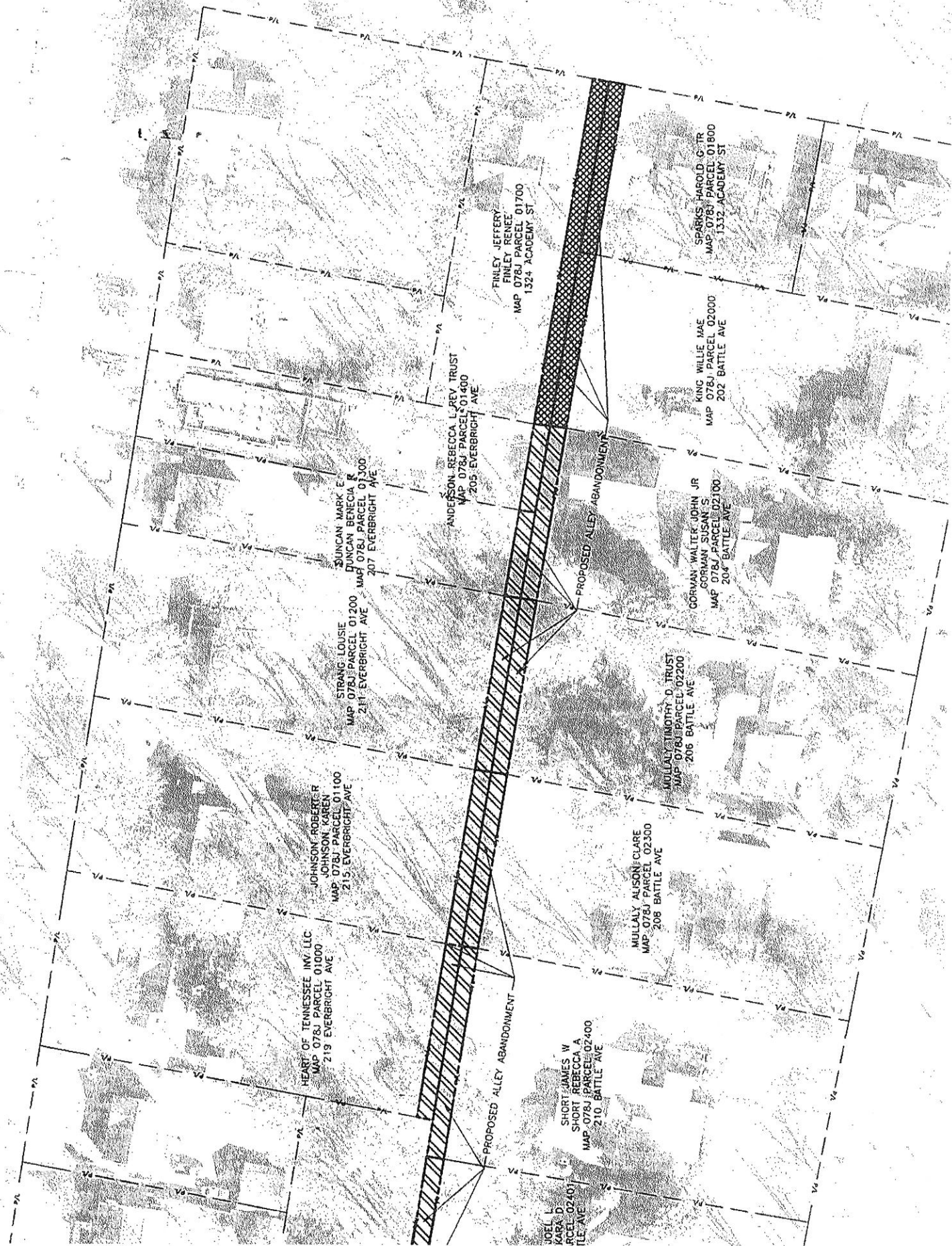
RSS Holdings

214 Battle Ave

309-696-7701

Please feel free to contact me should you have any questions.
Sincerely,

Lance Fittro,
Staff Engineer III
615-550-6676



HEART OF TENNESSEE INV. LLC
MAP 078J PARCEL 01000
219 EVERBRIGHT AVE

JOHNSON ROBERT
JOHNSON KAREN
MAP 078J PARCEL 01100
215 EVERBRIGHT AVE

STRANG LOUISE
MAP 078J PARCEL 01200
211 EVERBRIGHT AVE

DUNCAN MARK E
DUNCAN BECKA R
MAP 078J PARCEL 01300
207 EVERBRIGHT AVE

ANDERSON REBECCA L REV TRUST
MAP 078J PARCEL 01400
205 EVERBRIGHT AVE

FINLEY JEFFERY
FINLEY RENEE
MAP 078J PARCEL 01700
1324 ACADEMY ST

SHORT JAMES W
SHORT REBECCA A
MAP 078J PARCEL 02400
210 BATTLE AVE

MULLALLY ALISON CLARE
MAP 078J PARCEL 02300
208 BATTLE AVE

MULLALLY TIMOTHY D TRUST
MAP 078J PARCEL 02200
206 BATTLE AVE

GORVAN WALTER JOHN JR
GORVAN SUSAN S
MAP 078J PARCEL 02100
204 BATTLE AVE

KING WILLIE MAE
MAP 078J PARCEL 02000
202 BATTLE AVE

SPARKS HAROLD G TR
MAP 078J PARCEL 01800
1332 ACADEMY ST

212 Battle
Ave

October 21, 2019

HISTORIC
FRANKLIN
TENNESSEE

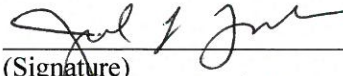
Dear Property Owner,

A request has been made to abandon the existing City alley located between Cannon Street and Academy Street as shown on Exhibit A. Where alley right-of-way is deemed as surplus, the current City policy is to quitclaim 50% of the alley to each of the adjacent property owners. Attached is a conceptual exhibit showing the abandonment. Below is a summary of the process:

- 1) Adjacent property owners must indicate, on this form, that they **are willing** or **not willing** to accept half of the alley right-of-way adjacent to their property.
- 2) City staff will present the request to the Board of Mayor and Aldermen to declare the property as surplus. Once approved by BOMA, staff will have the ability to transfer the existing alley right-of-way to the adjacent property owner.
- 3) Property owners must have a survey completed for 100% of the alley to include all property lines, easements, public/private utilities, fences, 1' contours, driveways, etc. In addition, the property owners shall provide the City with all the necessary exhibits and legal descriptions associated with the property transfer. The survey, survey exhibits, and legal descriptions shall be signed and sealed by a licensed surveyor in the State of Tennessee and submitted to the City of Franklin Engineering Department.
- 4) The City of Franklin, TN will prepare quitclaim deeds and easement documents to be signed by the property owners.
- 5) The City will record the documents, at the Williamson County Registers Office of Deeds, once all quitclaim deeds and easement documents have been properly executed by the property owners and City of Franklin.

Please check the one of the two boxes below, sign this document and return it to the City of Franklin Engineering Department (Attention: Lance Fittro; City of Franklin Engineering Department; 109 3rd Ave South; Suite 133; Franklin, TN 37064) within the next 30 calendar days.

- ☒ I am **willing** to accept half of the right-of-way. I understand the City will not proceed with this process until they have received the survey and 100% of legal descriptions and exhibits.
- ☐ I am **not willing** to accept half of the right-of-way, which will allow the other adjacent property owners to accept 100% of the alley located behind my home.


 (Signature) _____ (Date) 10/24/19
 Joel L. Fowler
 (Printed Name) _____

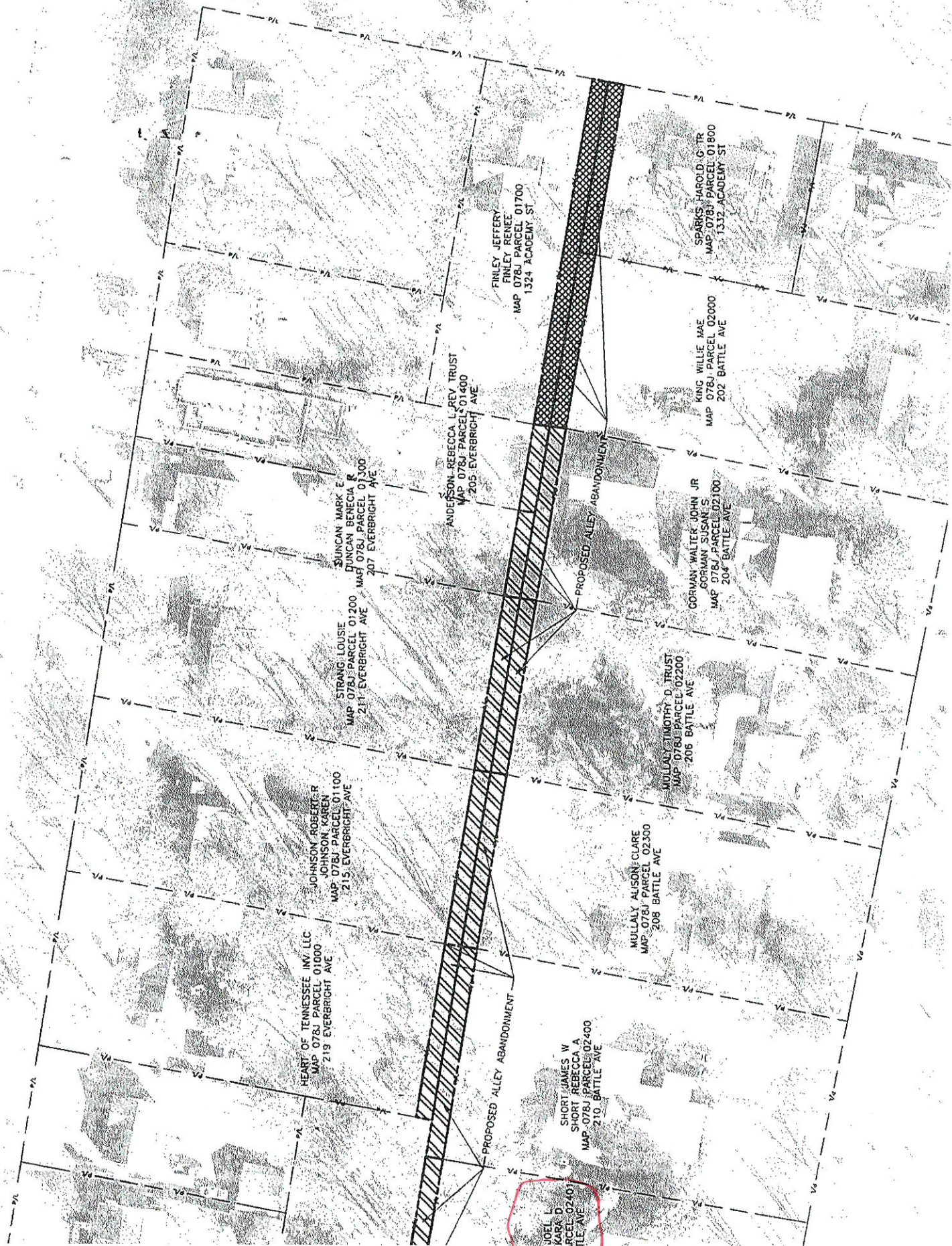
 (Signature) _____ (Date) 10/24/19
 Kara Fowler
 (Printed Name) _____

Please feel free to contact me should you have any questions.

Sincerely,



Lance Fittro,
Staff Engineer III
615-550-6676



HEART OF TENNESSEE INV. LLC
MAP 078J PARCEL 01000
219 EVERBRIGHT AVE

JOHNSON ROBERT R
JOHNSON KAREN
MAP 078J PARCEL 01100
215 EVERBRIGHT AVE

STRANG LOUISE
MAP 078J PARCEL 01200
211 EVERBRIGHT AVE

DUNCAN MARK E
DUNCAN BECKA R
MAP 078J PARCEL 01300
207 EVERBRIGHT AVE

ANDERSON REBECCA L REV TRUST
MAP 078J PARCEL 01400
205 EVERBRIGHT AVE

FINLEY JEFFERY
FINLEY RENEE
MAP 078J PARCEL 01700
1324 ACADEMY ST

SHORT JAMES W
SHORT REBECCA A
MAP 078J PARCEL 02400
210 BATTLE AVE

MULLALLY ALISON CLARE
MAP 078J PARCEL 02300
208 BATTLE AVE

MULLALLY TIMOTHY D TRUST
MAP 078J PARCEL 02200
206 BATTLE AVE

GORVAN WALTER JOHN JR
GORVAN SUSAN S
MAP 078J PARCEL 02100
204 BATTLE AVE

KING WILLIE MAE
MAP 078J PARCEL 02000
202 BATTLE AVE

SPARKS HAROLD G TR
MAP 078J PARCEL 01800
1332 ACADEMY ST

JOEL L
KARA D
PARCEL 02401
FILE AVE

ENGINEERING DEPARTMENT

Paul Holzen
Director/City Engineer



210 Battle
Ave

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

October 21, 2019

HISTORIC
FRANKLIN
TENNESSEE

Dear Property Owner,

A request has been made to abandon the existing City alley located between Cannon Street and Academy Street as shown on Exhibit A. Where alley right-of-way is deemed as surplus, the current City policy is to quitclaim 50% of the alley to each of the adjacent property owners. Attached is a conceptual exhibit showing the abandonment. Below is a summary of the process:

- 1) Adjacent property owners must indicate, on this form, that they **are willing** or **not willing** to accept half of the alley right-of-way adjacent to their property.
- 2) City staff will present the request to the Board of Mayor and Aldermen to declare the property as surplus. Once approved by BOMA, staff will have the ability to transfer the existing alley right-of-way to the adjacent property owner.
- 3) Property owners must have a survey completed for 100% of the alley to include all property lines, easements, public/private utilities, fences, 1' contours, driveways, etc. In addition, the property owners shall provide the City with all the necessary exhibits and legal descriptions associated with the property transfer. The survey, survey exhibits, and legal descriptions shall be signed and sealed by a licensed surveyor in the State of Tennessee and submitted to the City of Franklin Engineering Department.
- 4) The City of Franklin, TN will prepare quitclaim deeds and easement documents to be signed by the property owners.
- 5) The City will record the documents, at the Williamson County Registers Office of Deeds, once all quitclaim deeds and easement documents have been properly executed by the property owners and City of Franklin.

Please check the one of the two boxes below, sign this document and return it to the City of Franklin Engineering Department (Attention: Lance Fittro; City of Franklin Engineering Department; 109 3rd Ave South; Suite 133; Franklin, TN 37064) within the next 30 calendar days.

☒ I am **willing** to accept half of the right-of-way. I understand the City will not proceed with this process until they have received the survey and 100% of legal descriptions and exhibits.

☐ I am **not willing** to accept half of the right-of-way, which will allow the other adjacent property owners to accept 100% of the alley located behind my home.

(Signature) _____ (Date) 10/25/19

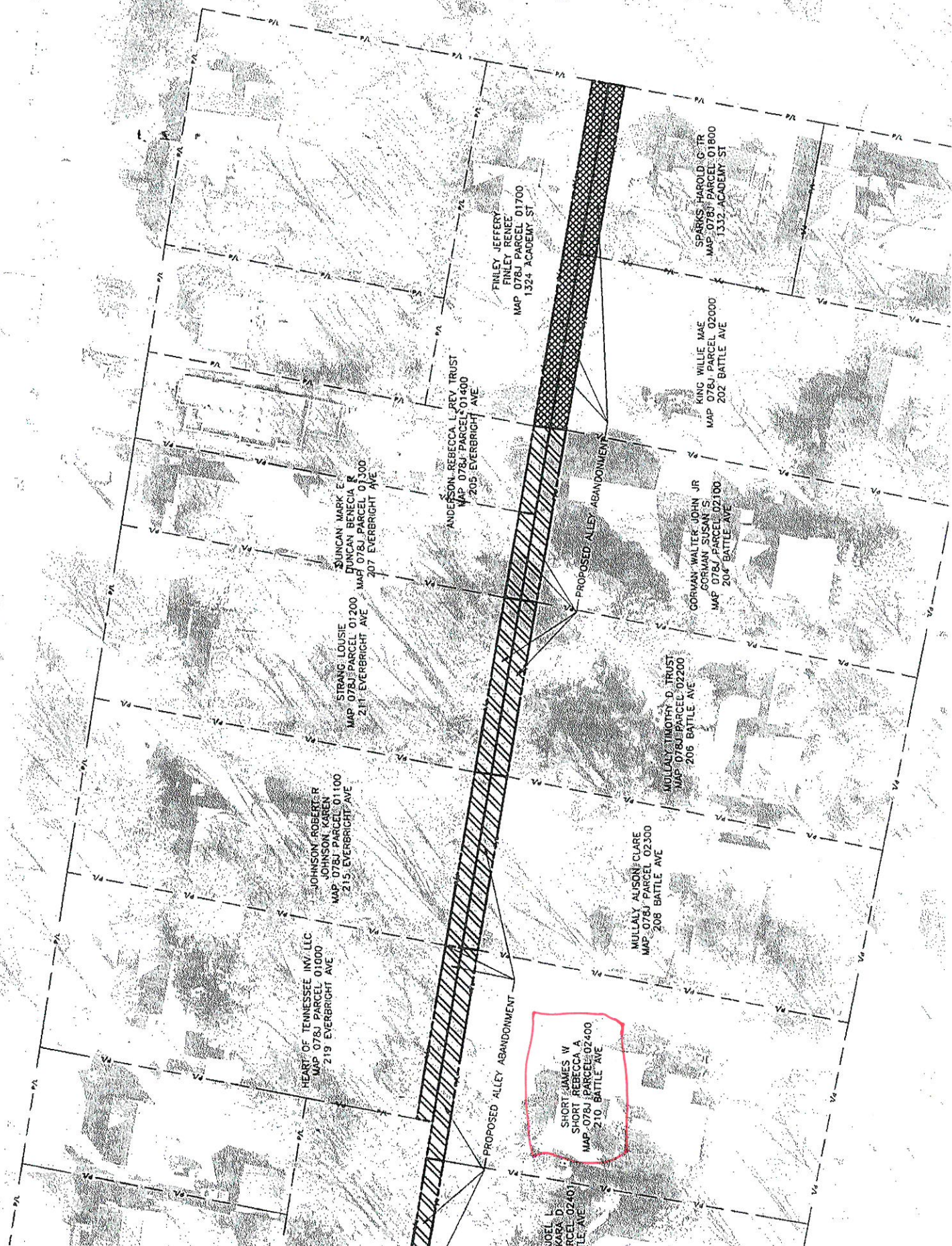
(Printed Name) _____

(Signature) _____ (Date) 10/25/19

(Printed Name) _____

Please feel free to contact me should you have any questions.
Sincerely,

Lance Fittro,
Staff Engineer III
615-550-6676



HEART OF TENNESSEE INV. LLC
MAP 078J PARCEL 01000
219 EVERBRIGHT AVE

JOHNSON ROBERT R
JOHNSON KAREN
MAP 078J PARCEL 01100
215 EVERBRIGHT AVE

STRANG LOUISE
MAP 078J PARCEL 01200
211 EVERBRIGHT AVE

DUNCAN MARK E
DUNCAN BECCA R
MAP 078J PARCEL 01300
207 EVERBRIGHT AVE

ANDERSON REBECCA L REV TRUST
MAP 078J PARCEL 01400
205 EVERBRIGHT AVE

FINLEY JEFFERY
FINLEY RENEE
MAP 078J PARCEL 01700
1324 ACADEMY ST

SPARKS HAROLD G TR
MAP 078J PARCEL 01800
1332 ACADEMY ST

KING WILLIE MAE
MAP 078J PARCEL 02000
202 BATTLE AVE

GORVAN WALTER JOHN JR
GORVAN SUSAN S
MAP 078J PARCEL 02100
204 BATTLE AVE

MULLALLY TIMOTHY D TRUST
MAP 078J PARCEL 02200
206 BATTLE AVE

MULLALLY ALISON CLARE
MAP 078J PARCEL 02300
208 BATTLE AVE

SHORT JAMES W
SHORT REBECCA A
MAP 078J PARCEL 02400
210 BATTLE AVE

JOEL L
KARA D
PARCEL 02401
BATTLE AVE



208 Battle Ave

October 21, 2019

HISTORIC
FRANKLIN
TENNESSEE

Dear Property Owner,

A request has been made to abandon the existing City alley located between Cannon Street and Academy Street as shown on Exhibit A. Where alley right-of-way is deemed as surplus, the current City policy is to quitclaim 50% of the alley to each of the adjacent property owners. Attached is a conceptual exhibit showing the abandonment. Below is a summary of the process:

- 1) Adjacent property owners must indicate, on this form, that they **are willing** or **not willing** to accept half of the alley right-of-way adjacent to their property.
- 2) City staff will present the request to the Board of Mayor and Aldermen to declare the property as surplus. Once approved by BOMA, staff will have the ability to transfer the existing alley right-of-way to the adjacent property owner.
- 3) Property owners must have a survey completed for 100% of the alley to include all property lines, easements, public/private utilities, fences, 1' contours, driveways, etc. In addition, the property owners shall provide the City with all the necessary exhibits and legal descriptions associated with the property transfer. The survey, survey exhibits, and legal descriptions shall be signed and sealed by a licensed surveyor in the State of Tennessee and submitted to the City of Franklin Engineering Department.
- 4) The City of Franklin, TN will prepare quitclaim deeds and easement documents to be signed by the property owners.
- 5) The City will record the documents, at the Williamson County Registers Office of Deeds, once all quitclaim deeds and easement documents have been properly executed by the property owners and City of Franklin.

Please check the one of the two boxes below, sign this document and return it to the City of Franklin Engineering Department (Attention: Lance Fittro; City of Franklin Engineering Department; 109 3rd Ave South; Suite 133; Franklin, TN 37064) within the next 30 calendar days.



I am **willing** to accept half of the right-of-way. I understand the City will not proceed with this process until they have received the survey and 100% of legal descriptions and exhibits.

- ☐ I am **not willing** to accept half of the right-of-way, which will allow the other adjacent property owners to accept 100% of the alley located behind my home.


 (Signature) _____ (Date) 10/28/19
 Allison Mulbry
 (Printed Name) _____

 (Signature) _____ (Date) _____

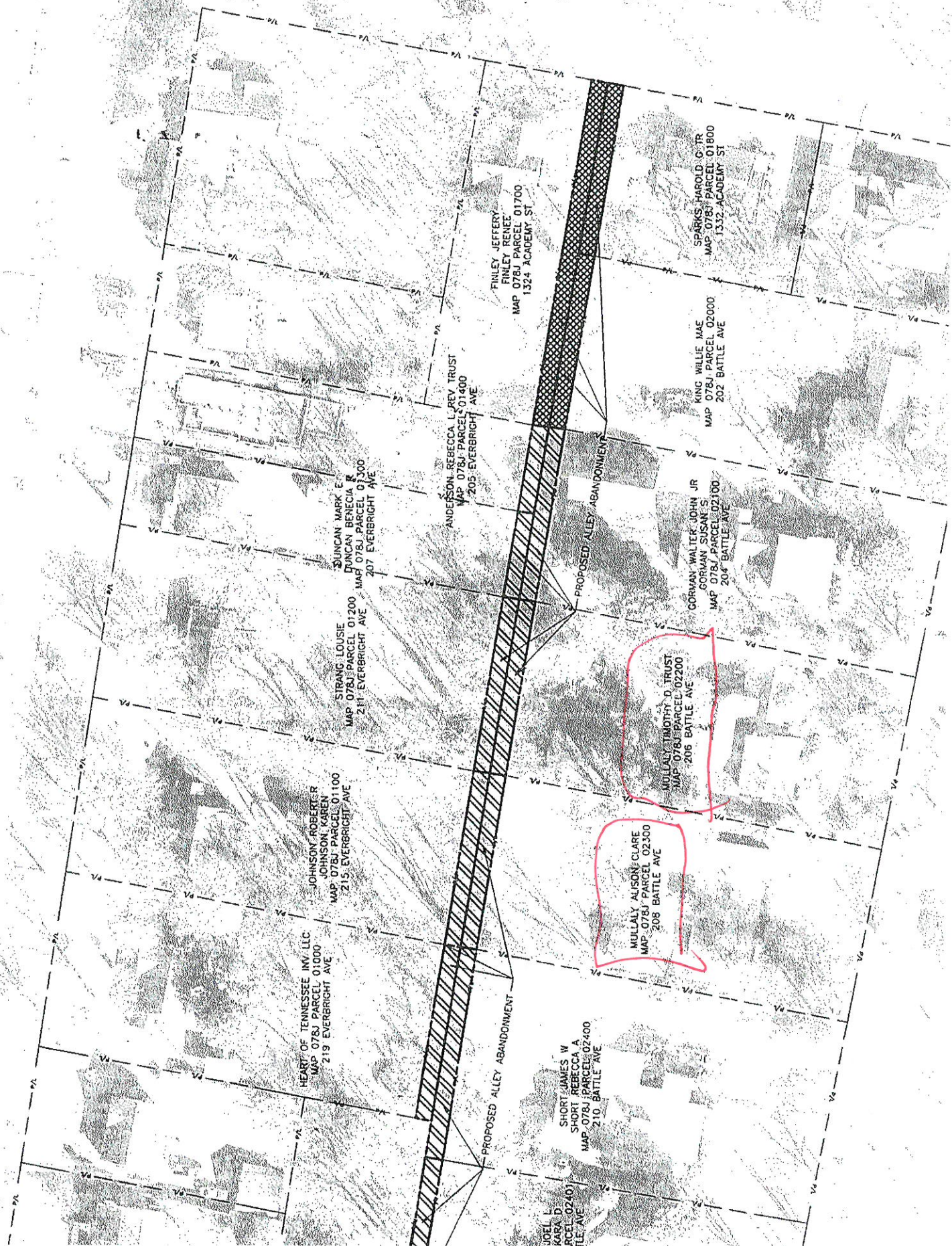
 (Printed Name) _____

Please feel free to contact me should you have any questions.

Sincerely,



Lance Fittro,
Staff Engineer III
615-550-6676



HEART OF TENNESSEE INV. LLC
MAP 078J PARCEL 01000
219 EVERBRIGHT AVE

JOHNSON ROBERT R
JOHNSON KAREN
MAP 078J PARCEL 01100
215 EVERBRIGHT AVE

STRANG LOUISE
MAP 078J PARCEL 01200
211 EVERBRIGHT AVE

DUNCAN MARK E
DUNCAN BENECIA R
MAP 078J PARCEL 01300
207 EVERBRIGHT AVE

ANDERSON REBECCA L REV TRUST
MAP 078J PARCEL 01400
205 EVERBRIGHT AVE

FINLEY JEFFERY
FINLEY RENEE
MAP 078J PARCEL 01700
1324 ACADEMY ST

JOEL L
KARA D
PARCEL 02400
210 BATTLE AVE

MULLALLY ALISON CLARE
MAP 078J PARCEL 02300
208 BATTLE AVE

MULLALLY TIMOTHY D TRUST
MAP 078J PARCEL 02200
206 BATTLE AVE

GORVAN WALTER JOHN JR
GORVAN SUSAN S
MAP 078J PARCEL 02100
204 BATTLE AVE

KING WILLIE MAE
MAP 078J PARCEL 02000
202 BATTLE AVE

SPARKS HAROLD G TR
MAP 078J PARCEL 01800
1532 ACADEMY ST

Paul Holzen
Director/City Engineer



206
Battle
Ave

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

October 21, 2019

HISTORIC
FRANKLIN
TENNESSEE

Dear Property Owner,

A request has been made to abandon the existing City alley located between Cannon Street and Academy Street as shown on Exhibit A. Where alley right-of-way is deemed as surplus, the current City policy is to quitclaim 50% of the alley to each of the adjacent property owners. Attached is a conceptual exhibit showing the abandonment. Below is a summary of the process:

- 1) Adjacent property owners must indicate, on this form, that they **are willing** or **not willing** to accept half of the alley right-of-way adjacent to their property.
- 2) City staff will present the request to the Board of Mayor and Aldermen to declare the property as surplus. Once approved by BOMA, staff will have the ability to transfer the existing alley right-of-way to the adjacent property owner.
- 3) Property owners must have a survey completed for 100% of the alley to include all property lines, easements, public/private utilities, fences, 1' contours, driveways, etc. In addition, the property owners shall provide the City with all the necessary exhibits and legal descriptions associated with the property transfer. The survey, survey exhibits, and legal descriptions shall be signed and sealed by a licensed surveyor in the State of Tennessee and submitted to the City of Franklin Engineering Department.
- 4) The City of Franklin, TN will prepare quitclaim deeds and easement documents to be signed by the property owners.
- 5) The City will record the documents, at the Williamson County Registers Office of Deeds, once all quitclaim deeds and easement documents have been properly executed by the property owners and City of Franklin.

Please check the one of the two boxes below, sign this document and return it to the City of Franklin Engineering Department (Attention: Lance Fittro; City of Franklin Engineering Department; 109 3rd Ave South; Suite 133; Franklin, TN 37064) within the next 30 calendar days.

☒ I am **willing** to accept half of the right-of-way. I understand the City will not proceed with this process until they have received the survey and 100% of legal descriptions and exhibits.

☐ I am **not willing** to accept half of the right-of-way, which will allow the other adjacent property owners to accept 100% of the alley located behind my home.

Tim Mullaly 10/26/19
(Signature) (Date)
Tim Mullaly
(Printed Name)

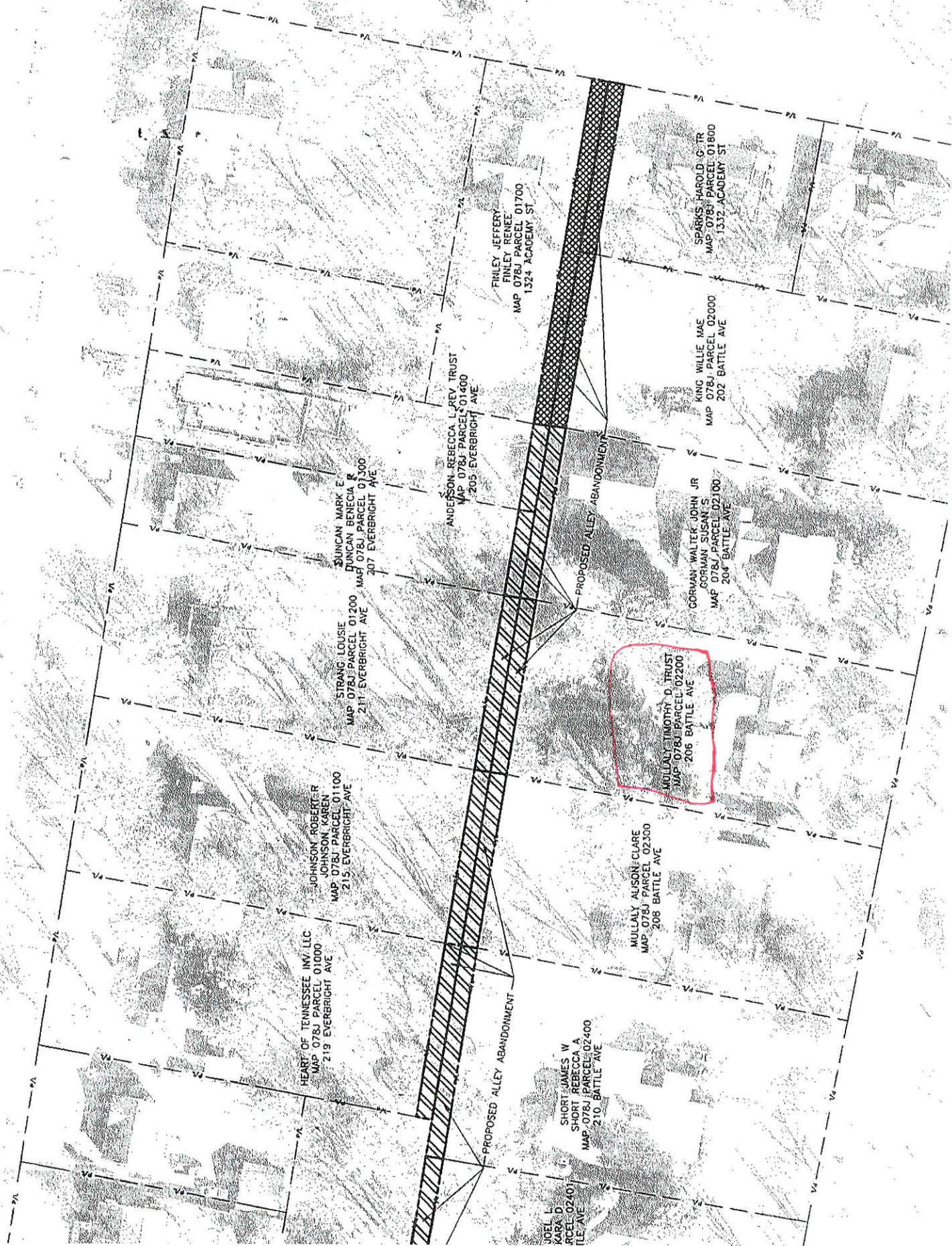
(Signature) (Date)

(Printed Name)

Please feel free to contact me should you have any questions.
Sincerely,

Lance Fittro

Lance Fittro,
Staff Engineer III
615-550-6676



HEART OF TENNESSEE INV. LLC
MAP 078J PARCEL 01000
219 EVERBRIGHT AVE

JOHNSON ROBERT R
JOHNSON KAREN
MAP 078J PARCEL 01100
215 EVERBRIGHT AVE

STRANG LOUISE
MAP 078J PARCEL 01200
211 EVERBRIGHT AVE

DUNCAN MARK E
DUNCAN BECCA R
MAP 078J PARCEL 01300
207 EVERBRIGHT AVE

ANDERSON REBECCA L REV TRUST
MAP 078J PARCEL 01400
205 EVERBRIGHT AVE

FINLEY JEFFERY
FINLEY RENEE
MAP 078J PARCEL 01700
1324 ACADEMY ST

SHORT JAMES W
SHORT REBECCA A
MAP 078J PARCEL 02400
210 BATTLE AVE

MULLALY ALISON CLARE
MAP 078J PARCEL 02300
208 BATTLE AVE

MULLALY TIMOTHY D TRUST
MAP 078J PARCEL 02200
206 BATTLE AVE

GORMAN WALTER JOHN JR
GORMAN SUSAN S
MAP 078J PARCEL 02100
204 BATTLE AVE

KING WILLIE MAE
MAP 078J PARCEL 02000
202 BATTLE AVE

SPARKS HAROLD G TR
MAP 078J PARCEL 01800
1332 ACADEMY ST

ENGINEERING DEPARTMENT

Paul Holzen
Director/City Engineer



204
Battle
Ave

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

October 21, 2019

HISTORIC
FRANKLIN
TENNESSEE

Dear Property Owner,

A request has been made to abandon the existing City alley located between Cannon Street and Academy Street as shown on Exhibit A. Where alley right-of-way is deemed as surplus, the current City policy is to quitclaim 50% of the alley to each of the adjacent property owners. Attached is a conceptual exhibit showing the abandonment. Below is a summary of the process:

- 1) Adjacent property owners must indicate, on this form, that they are willing or not willing to accept half of the alley right-of-way adjacent to their property.
- 2) City staff will present the request to the Board of Mayor and Aldermen to declare the property as surplus. Once approved by BOMA, staff will have the ability to transfer the existing alley right-of-way to the adjacent property owner.
- 3) Property owners must have a survey completed for 100% of the alley to include all property lines, easements, public/private utilities, fences, 1' contours, driveways, etc. In addition, the property owners shall provide the City with all the necessary exhibits and legal descriptions associated with the property transfer. The survey, survey exhibits, and legal descriptions shall be signed and sealed by a licensed surveyor in the State of Tennessee and submitted to the City of Franklin Engineering Department.
- 4) The City of Franklin, TN will prepare quitclaim deeds and easement documents to be signed by the property owners.
- 5) The City will record the documents, at the Williamson County Registers Office of Deeds, once all quitclaim deeds and easement documents have been properly executed by the property owners and City of Franklin.

Please check the one of the two boxes below, sign this document and return it to the City of Franklin Engineering Department (Attention: Lance Fittro; City of Franklin Engineering Department; 109 3rd Ave South; Suite 133; Franklin, TN 37064) within the next 30 calendar days.

☒ I am willing to accept half of the right-of-way. I understand the City will not proceed with this process until they have received the survey and 100% of legal descriptions and exhibits.

☐ I am not willing to accept half of the right-of-way, which will allow the other adjacent property owners to accept 100% of the alley located behind my home.

Walter J. Thomas 11/5/2019
(Signature) (Date)

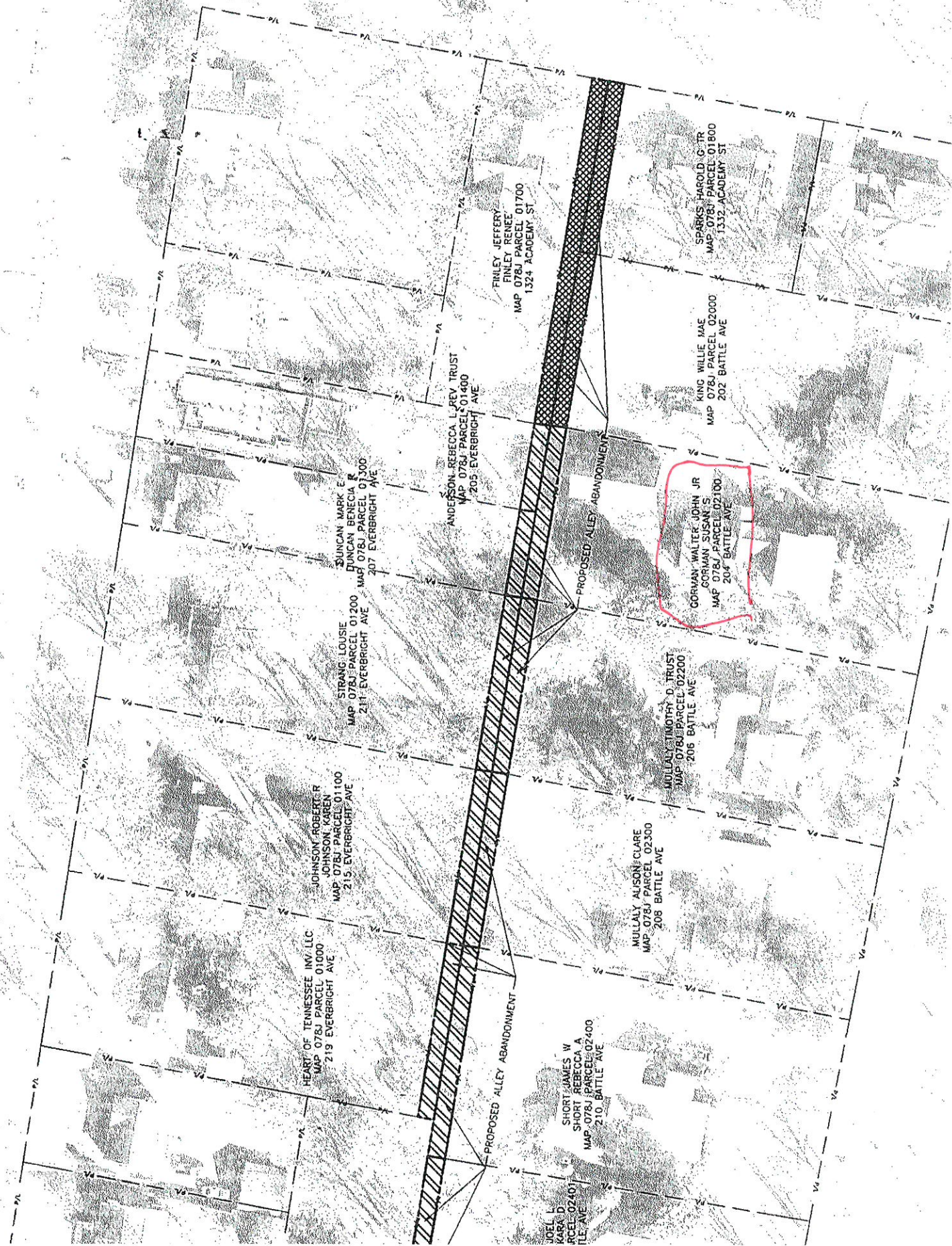
Walter J. Thomas Jr 11/5/2019
(Printed Name) (Date)

Susan J. Thomas 11/5/2019
(Signature) (Date)

Susan J. Thomas 11/5/2019
(Printed Name) (Date)

Please feel free to contact me should you have any questions.
Sincerely,

Lance Fittro,
Staff Engineer III
615-550-6676



HEART OF TENNESSEE INV. LLC
MAP 078J PARCEL 01000
219 EVERBRIGHT AVE

JOHNSON, ROBERT R.
JOHNSON, KAREN
MAP 078J PARCEL 01100
215 EVERBRIGHT AVE

STRONG, LOUISE
MAP 078J PARCEL 01200
211 EVERBRIGHT AVE

DUNCAN, MARK E.
DUNCAN, BENECIA R.
MAP 078J PARCEL 01300
207 EVERBRIGHT AVE

ANDERSON, REBECCA L. REV. TRUST
MAP 078J PARCEL 01400
205 EVERBRIGHT AVE

FINLEY, JEFFERY
FINLEY, RENEE
MAP 078J PARCEL 01700
1324 ACADEMY ST

SHORT, JAMES W.
SHORT, REBECCA A.
MAP 078J PARCEL 01400
210 BATTLE AVE

MULLALLY, ALISON CLARE
MAP 078J PARCEL 02300
208 BATTLE AVE

MULLALLY, TIMOTHY D. TRUST
MAP 078J PARCEL 02200
206 BATTLE AVE

CORVAN, WALTER JOHN JR.
CORVAN, SUSAN S.
MAP 078J PARCEL 02100
206 BATTLE AVE

KING, WILLIE MAE
MAP 078J PARCEL 02000
202 BATTLE AVE

SPARKS, HAROLD G. TR.
MAP 078J PARCEL 01800
1332 ACADEMY ST

202 Battle
Ave

October 21, 2019

HISTORIC
FRANKLIN
TENNESSEE

Dear Property Owner,

A request has been made to abandon the existing City alley located between Cannon Street and Academy Street as shown on Exhibit A. Where alley right-of-way is deemed as surplus, the current City policy is to quitclaim 50% of the alley to each of the adjacent property owners. Attached is a conceptual exhibit showing the abandonment. Below is a summary of the process:

- 1) Adjacent property owners must indicate, on this form, that they **are willing** or **not willing** to accept half of the alley right-of-way adjacent to their property.
- 2) City staff will present the request to the Board of Mayor and Aldermen to declare the property as surplus. Once approved by BOMA, staff will have the ability to transfer the existing alley right-of-way to the adjacent property owner.
- 3) Property owners must have a survey completed for 100% of the alley to include all property lines, easements, public/private utilities, fences, 1' contours, driveways, etc. In addition, the property owners shall provide the City with all the necessary exhibits and legal descriptions associated with the property transfer. The survey, survey exhibits, and legal descriptions shall be signed and sealed by a licensed surveyor in the State of Tennessee and submitted to the City of Franklin Engineering Department.
- 4) The City of Franklin, TN will prepare quitclaim deeds and easement documents to be signed by the property owners.
- 5) The City will record the documents, at the Williamson County Registers Office of Deeds, once all quitclaim deeds and easement documents have been properly executed by the property owners and City of Franklin.

Please check the one of the two boxes below, sign this document and return it to the City of Franklin Engineering Department (Attention: Lance Fittro; City of Franklin Engineering Department; 109 3rd Ave South; Suite 133; Franklin, TN 37064) within the next 30 calendar days.

- ☒ I am **willing** to accept half of the right-of-way. I understand the City will not proceed with this process until they have received the survey and 100% of legal descriptions and exhibits.
- ☐ I am **not willing** to accept half of the right-of-way, which will allow the other adjacent property owners to accept 100% of the alley located behind my home.

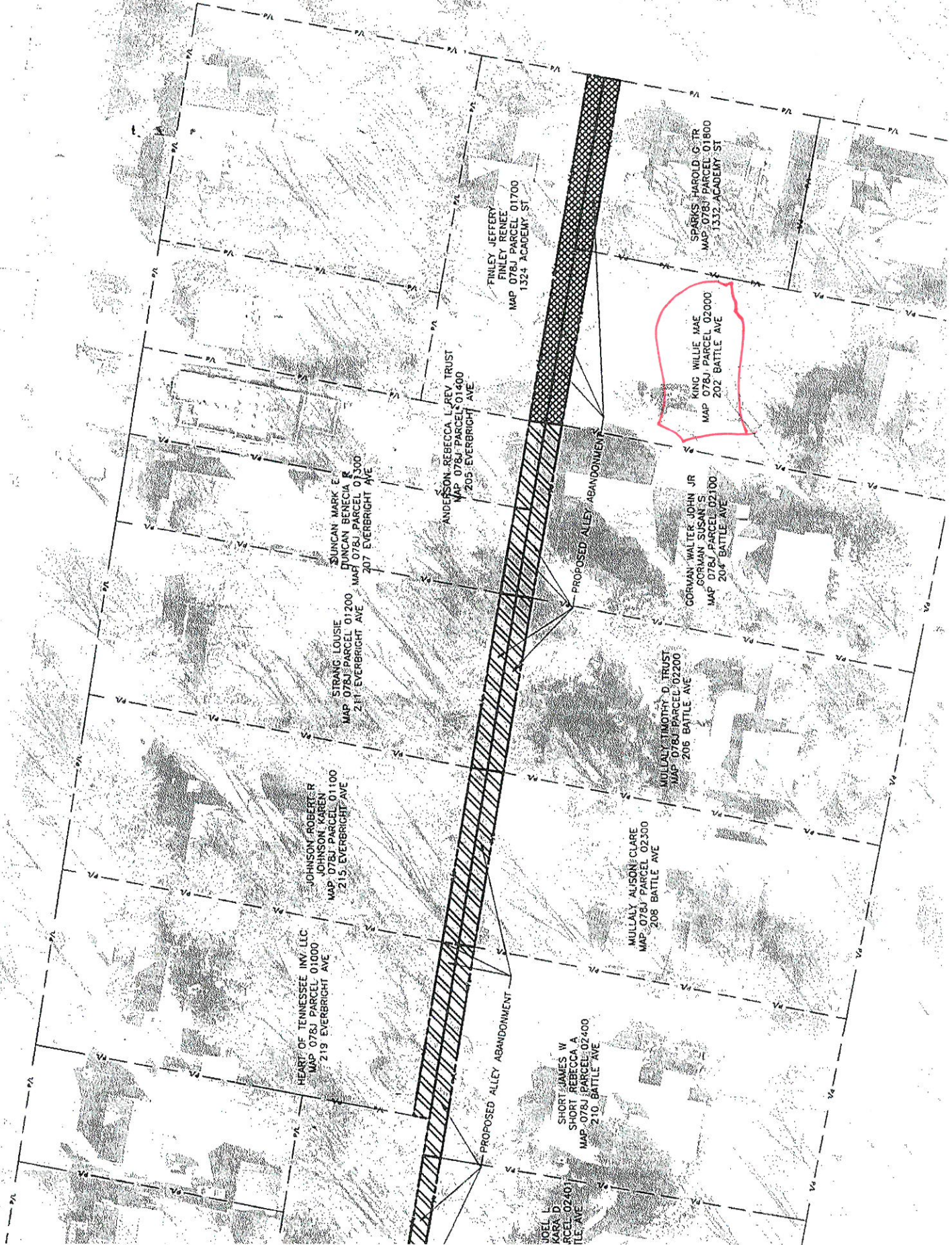
Willie Mae King 11-16-19
(Signature) (Date)
Willie Mae King 11-16-19.
(Printed Name)

(Signature) (Date)
(Printed Name)

Please feel free to contact me should you have any questions.

Sincerely,

Lance Fittro,
Staff Engineer III
615-550-6676



ENGINEERING DEPARTMENT

Paul Holzen
Director/City Engineer



1332
Academy

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

October 21, 2019

HISTORIC
FRANKLIN
TENNESSEE

Dear Property Owner,

A request has been made to abandon the existing City alley located between Cannon Street and Academy Street as shown on Exhibit A. Where alley right-of-way is deemed as surplus, the current City policy is to quitclaim 50% of the alley to each of the adjacent property owners. Attached is a conceptual exhibit showing the abandonment. Below is a summary of the process:

- 1) Adjacent property owners must indicate, on this form, that they are willing or not willing to accept half of the alley right-of-way adjacent to their property.
- 2) City staff will present the request to the Board of Mayor and Aldermen to declare the property as surplus. Once approved by BOMA, staff will have the ability to transfer the existing alley right-of-way to the adjacent property owner.
- 3) Property owners must have a survey completed for 100% of the alley to include all property lines, easements, public/private utilities, fences, 1' contours, driveways, etc. In addition, the property owners shall provide the City with all the necessary exhibits and legal descriptions associated with the property transfer. The survey, survey exhibits, and legal descriptions shall be signed and sealed by a licensed surveyor in the State of Tennessee and submitted to the City of Franklin Engineering Department.
- 4) The City of Franklin, TN will prepare quitclaim deeds and easement documents to be signed by the property owners.
- 5) The City will record the documents, at the Williamson County Registers Office of Deeds, once all quitclaim deeds and easement documents have been properly executed by the property owners and City of Franklin.

Please check the one of the two boxes below, sign this document and return it to the City of Franklin Engineering Department (Attention: Lance Fittro; City of Franklin Engineering Department; 109 3rd Ave South; Suite 133; Franklin, TN 37064) within the next 30 calendar days.



I am willing to accept half of the right-of-way. I understand the City will not proceed with this process until they have received the survey and 100% of legal descriptions and exhibits.



I am not willing to accept half of the right-of-way, which will allow the other adjacent property owners to accept 100% of the alley located behind my home.

Robert C. Crosby 11/3/19
(Signature) (Date)

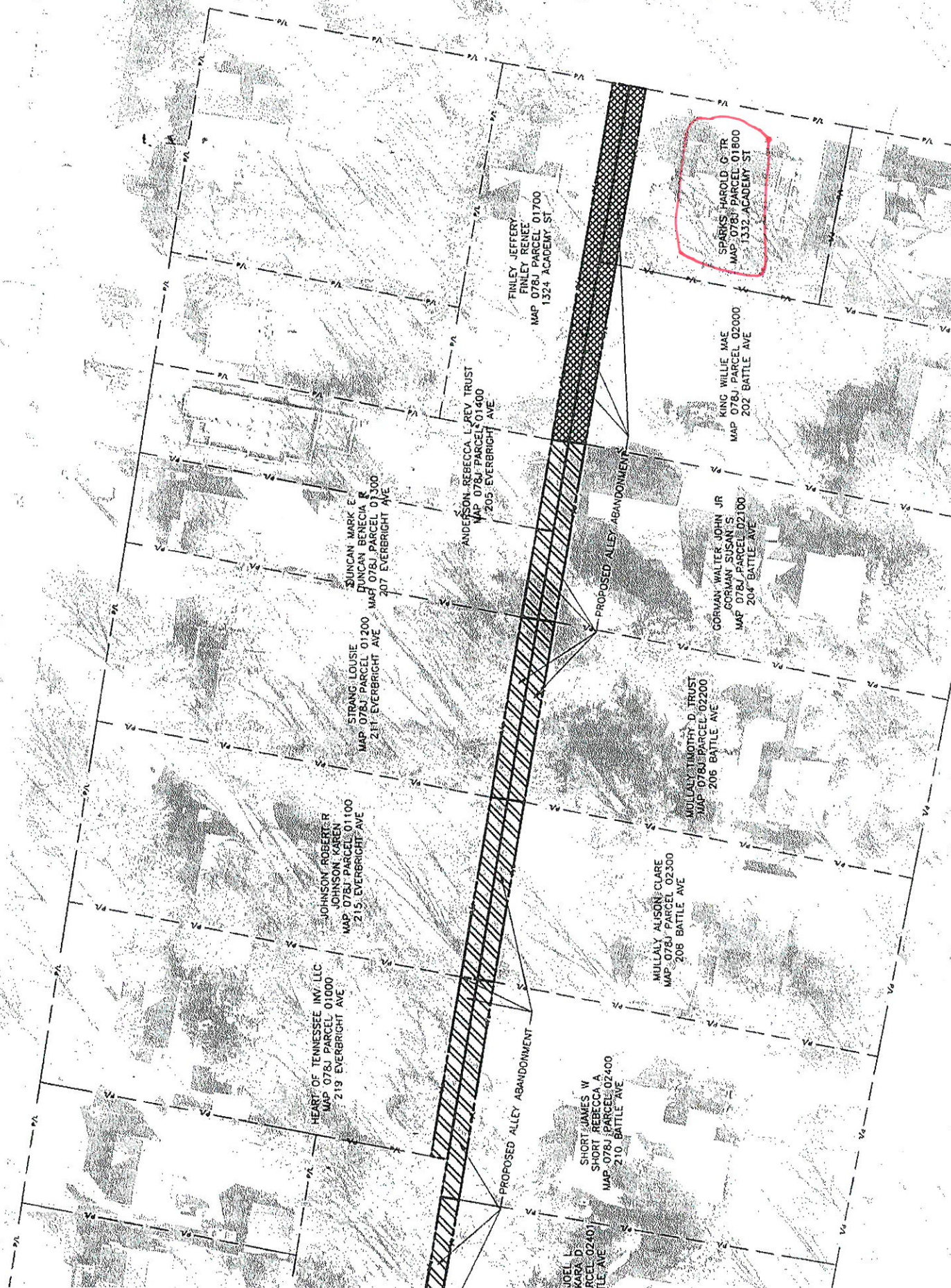
Robert C. Crosby
(Printed Name)

(Signature) (Date)

(Printed Name)

Please feel free to contact me should you have any questions.
Sincerely,

Lance Fittro,
Staff Engineer III
615-550-6676



SPARKS HAROLD G TR
MAP 078J PARCEL 01800
1332 ACADEMY ST

KING WILLIE MAE
MAP 078J PARCEL 02000
202 BATTLE AVE

GORVAN WALTER JOHN JR
GORVAN SUSAN S
MAP 078J PARCEL 02100
204 BATTLE AVE

MULLALLY TIMOTHY D TRUST
MAP 078J PARCEL 02200
206 BATTLE AVE

MULLALLY ALISON CLARE
MAP 078J PARCEL 02300
208 BATTLE AVE

SHORT JAMES W
SHORT REBECCA A
MAP 078J PARCEL 02400
210 BATTLE AVE

FINLEY JEFFERY
FINLEY RENEE
MAP 078J PARCEL 01700
1324 ACADEMY ST

ANDERSON REBECCA L REV TRUST
MAP 078J PARCEL 01400
205 EVERBRIGHT AVE

DUNCAN MARK E
DUNCAN RENEE R
MAP 078J PARCEL 01300
207 EVERBRIGHT AVE

STRANG LOUISE
MAP 078J PARCEL 01200
211 EVERBRIGHT AVE

JOHNSON ROBERT R
JOHNSON KAREN
MAP 078J PARCEL 01100
215 EVERBRIGHT AVE

HEART OF TENNESSEE INV LLC
MAP 078J PARCEL 01000
219 EVERBRIGHT AVE

PROPOSED ALLEY ABANDONMENT

JOEL L
KARA D
PARCEL 02401
FILE AVE

1324
Academy

October 21, 2019

HISTORIC
FRANKLIN
TENNESSEE

Dear Property Owner,

A request has been made to abandon the existing City alley located between Cannon Street and Academy Street as shown on Exhibit A. Where alley right-of-way is deemed as surplus, the current City policy is to quitclaim 50% of the alley to each of the adjacent property owners. Attached is a conceptual exhibit showing the abandonment. Below is a summary of the process:

- 1) Adjacent property owners must indicate, on this form, that they **are willing** or **not willing** to accept half of the alley right-of-way adjacent to their property.
- 2) City staff will present the request to the Board of Mayor and Aldermen to declare the property as surplus. Once approved by BOMA, staff will have the ability to transfer the existing alley right-of-way to the adjacent property owner.
- 3) Property owners must have a survey completed for 100% of the alley to include all property lines, easements, public/private utilities, fences, 1' contours, driveways, etc. In addition, the property owners shall provide the City with all the necessary exhibits and legal descriptions associated with the property transfer. The survey, survey exhibits, and legal descriptions shall be signed and sealed by a licensed surveyor in the State of Tennessee and submitted to the City of Franklin Engineering Department.
- 4) The City of Franklin, TN will prepare quitclaim deeds and easement documents to be signed by the property owners.
- 5) The City will record the documents, at the Williamson County Registers Office of Deeds, once all quitclaim deeds and easement documents have been properly executed by the property owners and City of Franklin.

Please check the one of the two boxes below, sign this document and return it to the City of Franklin Engineering Department (Attention: Lance Fittro; City of Franklin Engineering Department; 109 3rd Ave South; Suite 133; Franklin, TN 37064) within the next 30 calendar days.

- ☒ I am **willing** to accept half of the right-of-way. I understand the City will not proceed with this process until they have received the survey and 100% of legal descriptions and exhibits.
- ☐ I am **not willing** to accept half of the right-of-way, which will allow the other adjacent property owners to accept 100% of the alley located behind my home.

(Signature) _____ (Date) _____

(Printed Name) _____

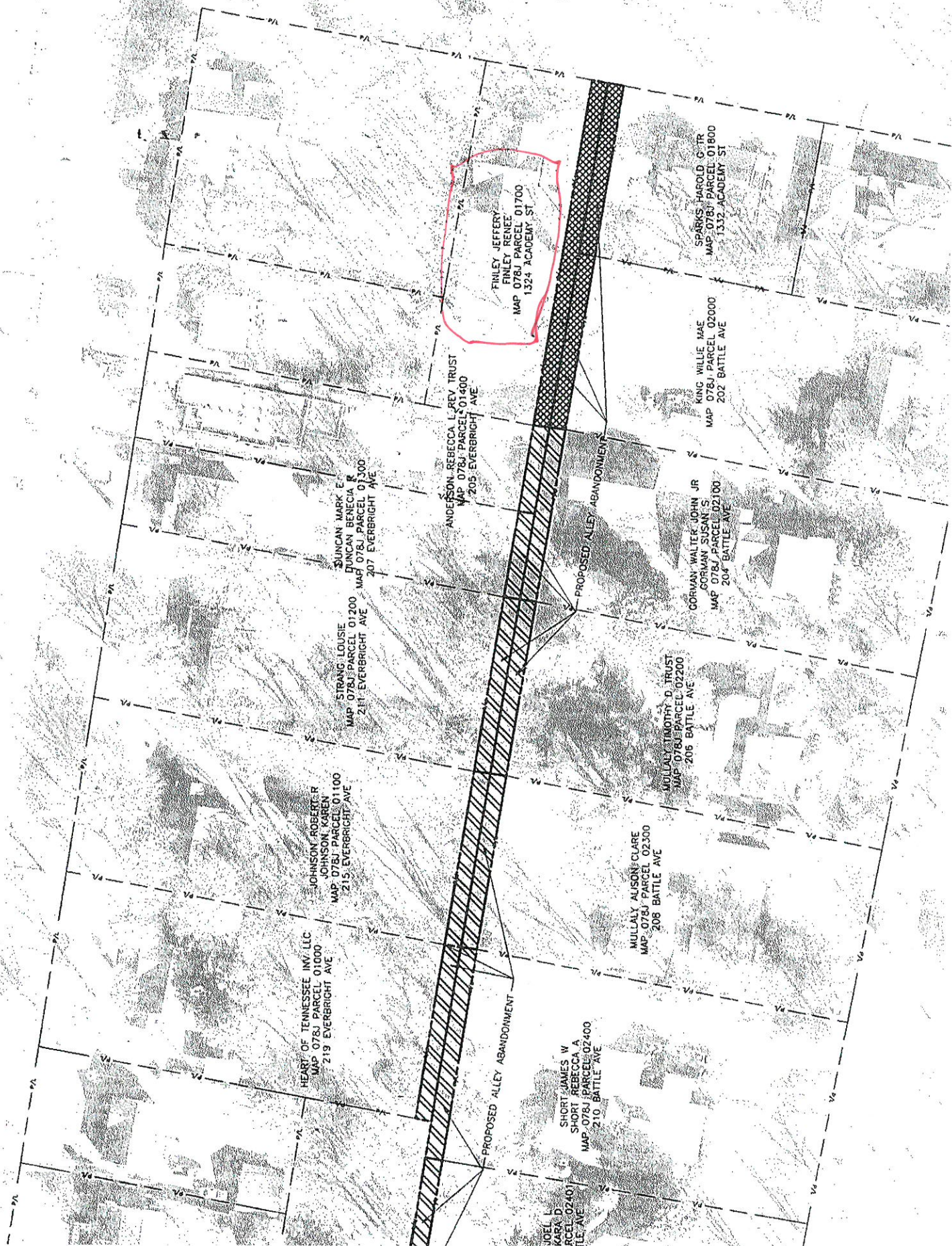
(Signature) _____

(Printed Name) _____

Please feel free to contact me should you have any questions.

Sincerely,

Lance Fittro,
Staff Engineer III
615-550-6676



FINLEY JEFFREY
FINLEY RENEE
MAP 078J PARCEL 01700
1324 ACADEMY ST

SPARKS HAROLD G TR
MAP 078J PARCEL 01800
1332 ACADEMY ST

KING WILLIE MAE
MAP 078J PARCEL 02000
202 BATTLE AVE

GORVAN WALTER JOHN JR
GORVAN SUSAN S
MAP 078J PARCEL 02100
204 BATTLE AVE

MULLALLY TIMOTHY D TRUST
MAP 078J PARCEL 02200
206 BATTLE AVE

MULLALLY ALISON CLARE
MAP 078J PARCEL 02300
208 BATTLE AVE

SHORT JAMES W
SHORT REBECCA A
MAP 078J PARCEL 02400
210 BATTLE AVE

JOEL L
KARA D
PARCEL 02401
BATTLE AVE

ANDERSON REBECCA L REV TRUST
MAP 078J PARCEL 01400
205 EVERBRIGHT AVE

DUNCAN MARK E
DUNCAN BECKA R
MAP 078J PARCEL 01300
207 EVERBRIGHT AVE

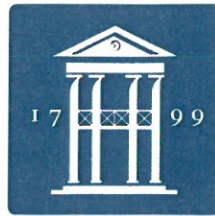
STRANG LOUISE
MAP 078J PARCEL 01200
211 EVERBRIGHT AVE

JOHNSON ROBERT R
JOHNSON KAREN
MAP 078J PARCEL 01100
215 EVERBRIGHT AVE

HEART OF TENNESSEE INV LLC
MAP 078J PARCEL 01000
219 EVERBRIGHT AVE

PROPOSED ALLEY ABANDONMENT

PROPOSED ALLEY ABANDONMENT



205 Everbright

October 21, 2019

HISTORIC
FRANKLIN
TENNESSEE

Dear Property Owner,

A request has been made to abandon the existing City alley located between Cannon Street and Academy Street as shown on Exhibit A. Where alley right-of-way is deemed as surplus, the current City policy is to quitclaim 50% of the alley to each of the adjacent property owners. Attached is a conceptual exhibit showing the abandonment. Below is a summary of the process:

- 1) Adjacent property owners must indicate, on this form, that they **are willing** or **not willing** to accept half of the alley right-of-way adjacent to their property.
- 2) City staff will present the request to the Board of Mayor and Aldermen to declare the property as surplus. Once approved by BOMA, staff will have the ability to transfer the existing alley right-of-way to the adjacent property owner.
- 3) Property owners must have a survey completed for 100% of the alley to include all property lines, easements, public/private utilities, fences, 1' contours, driveways, etc. In addition, the property owners shall provide the City with all the necessary exhibits and legal descriptions associated with the property transfer. The survey, survey exhibits, and legal descriptions shall be signed and sealed by a licensed surveyor in the State of Tennessee and submitted to the City of Franklin Engineering Department.
- 4) The City of Franklin, TN will prepare quitclaim deeds and easement documents to be signed by the property owners.
- 5) The City will record the documents, at the Williamson County Registers Office of Deeds, once all quitclaim deeds and easement documents have been properly executed by the property owners and City of Franklin.

Please check the one of the two boxes below, sign this document and return it to the City of Franklin Engineering Department (Attention: Lance Fittro; City of Franklin Engineering Department; 109 3rd Ave South; Suite 133; Franklin, TN 37064) within the next 30 calendar days.

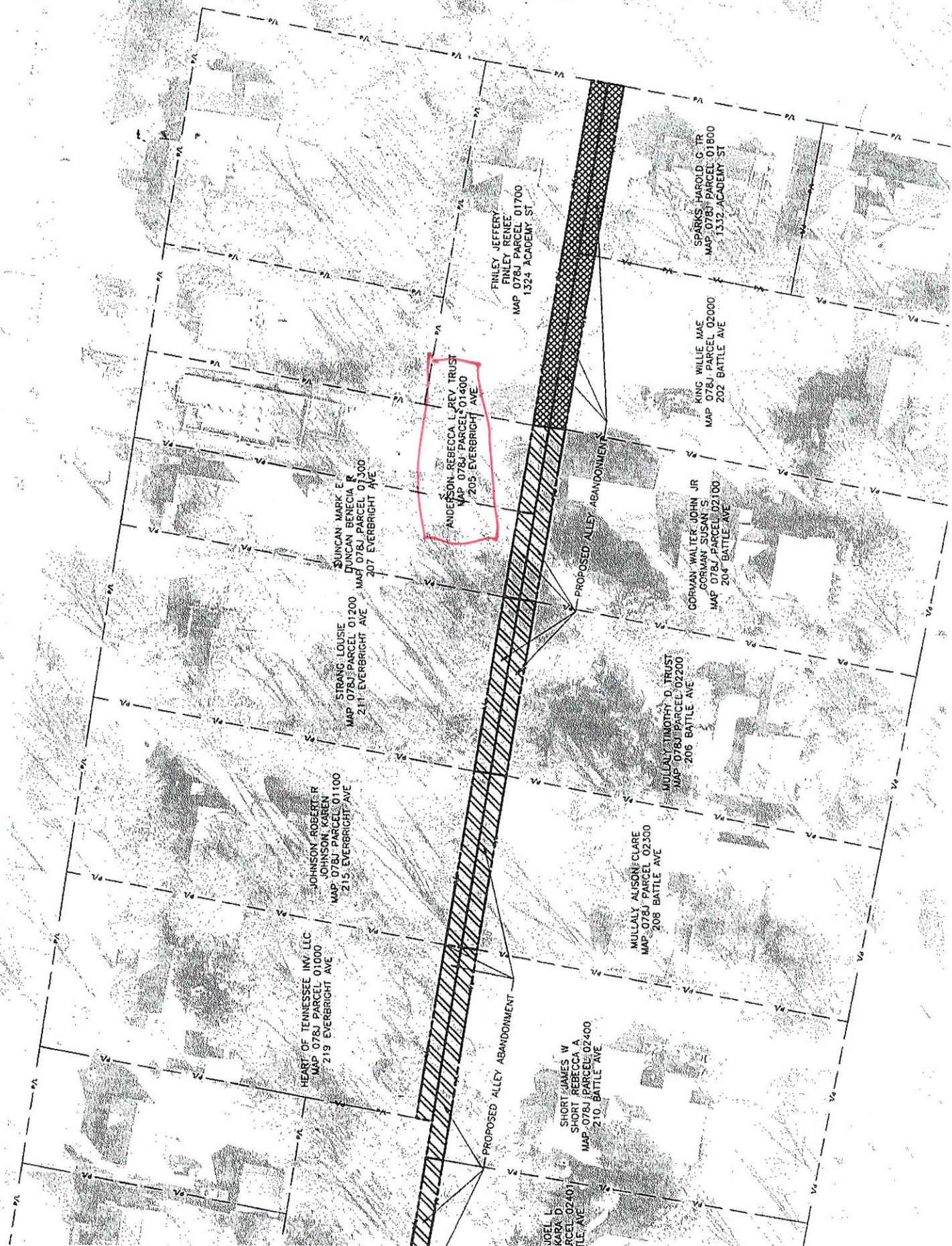
- ☒ I am **willing** to accept half of the right-of-way. I understand the City will not proceed with this process until they have received the survey and 100% of legal descriptions and exhibits.
- ☐ I am **not willing** to accept half of the right-of-way, which will allow the other adjacent property owners to accept 100% of the alley located behind my home.

Christy P. Anderson 10/26/19
(Signature) (Date)
Christy P. Anderson
(Printed Name)
Rebecca L. Anderson
(Signature) (Date)
Rebecca L. Anderson Oct 26, 19
(Printed Name)

Please feel free to contact me should you have any questions.

Sincerely,

Lance Fittro,
Staff Engineer III
615-550-6676



HEART OF TENNESSEE INV. LLC
MAP 078J PARCEL 01000
219 EVERBRIGHT AVE

JOHNSON ROBERT R
JOHNSON KAREN
MAP 078J PARCEL 01100
215 EVERBRIGHT AVE

STRANG LOUISE
MAP 078J PARCEL 01200
211 EVERBRIGHT AVE

DUNCAN MARK E
DUNCAN BECCA R
MAP 078J PARCEL 01300
207 EVERBRIGHT AVE

ANDERSON-REBECCA L REV TRUST
MAP 078J PARCEL 01400
205 EVERBRIGHT AVE

FINLEY JEFFERY
FINLEY RENEE
MAP 078J PARCEL 01700
1324 ACADEMY ST

SHORT JAMES W
SHORT REBECCA A
MAP 078J PARCEL 02400
210 BATTLE AVE

MULLALLY ALISON CLARE
MAP 078J PARCEL 02300
208 BATTLE AVE

MULLALLY TIMOTHY D TRUST
MAP 078J PARCEL 02200
206 BATTLE AVE

GORVAN WALTER JOHN JR
GORVAN SUSAN S
MAP 078J PARCEL 02100
204 BATTLE AVE

KING WILLIE MAE
MAP 078J PARCEL 02000
202 BATTLE AVE

SPARKS HAROLD G TR
MAP 078J PARCEL 01800
1332 ACADEMY ST

207 Everbright

ENGINEERING DEPARTMENT

Paul Holzen
Director/City Engineer



Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

October 21, 2019

HISTORIC
FRANKLIN
TENNESSEE

Dear Property Owner,

A request has been made to abandon the existing City alley located between Cannon Street and Academy Street as shown on Exhibit A. Where alley right-of-way is deemed as surplus, the current City policy is to quitclaim 50% of the alley to each of the adjacent property owners. Attached is a conceptual exhibit showing the abandonment. Below is a summary of the process:

- 1) Adjacent property owners must indicate, on this form, that they are willing or not willing to accept half of the alley right-of-way adjacent to their property.
- 2) City staff will present the request to the Board of Mayor and Aldermen to declare the property as surplus. Once approved by BOMA, staff will have the ability to transfer the existing alley right-of-way to the adjacent property owner.
- 3) Property owners must have a survey completed for 100% of the alley to include all property lines, easements, public/private utilities, fences, 1' contours, driveways, etc. In addition, the property owners shall provide the City with all the necessary exhibits and legal descriptions associated with the property transfer. The survey, survey exhibits, and legal descriptions shall be signed and sealed by a licensed surveyor in the State of Tennessee and submitted to the City of Franklin Engineering Department.
- 4) The City of Franklin, TN will prepare quitclaim deeds and easement documents to be signed by the property owners.
- 5) The City will record the documents, at the Williamson County Registers Office of Deeds, once all quitclaim deeds and easement documents have been properly executed by the property owners and City of Franklin.

Please check the one of the two boxes below, sign this document and return it to the City of Franklin Engineering Department (Attention: Lance Fittro; City of Franklin Engineering Department; 109 3rd Ave South; Suite 133; Franklin, TN 37064) within the next 30 calendar days.

☒ I am willing to accept half of the right-of-way. I understand the City will not proceed with this process until they have received the survey and 100% of legal descriptions and exhibits.

☐ I am not willing to accept half of the right-of-way, which will allow the other adjacent property owners to accept 100% of the alley located behind my home.

Mark L. Duncan 11-13-19
(Signature) (Date)

Mark L. Duncan
(Printed Name)

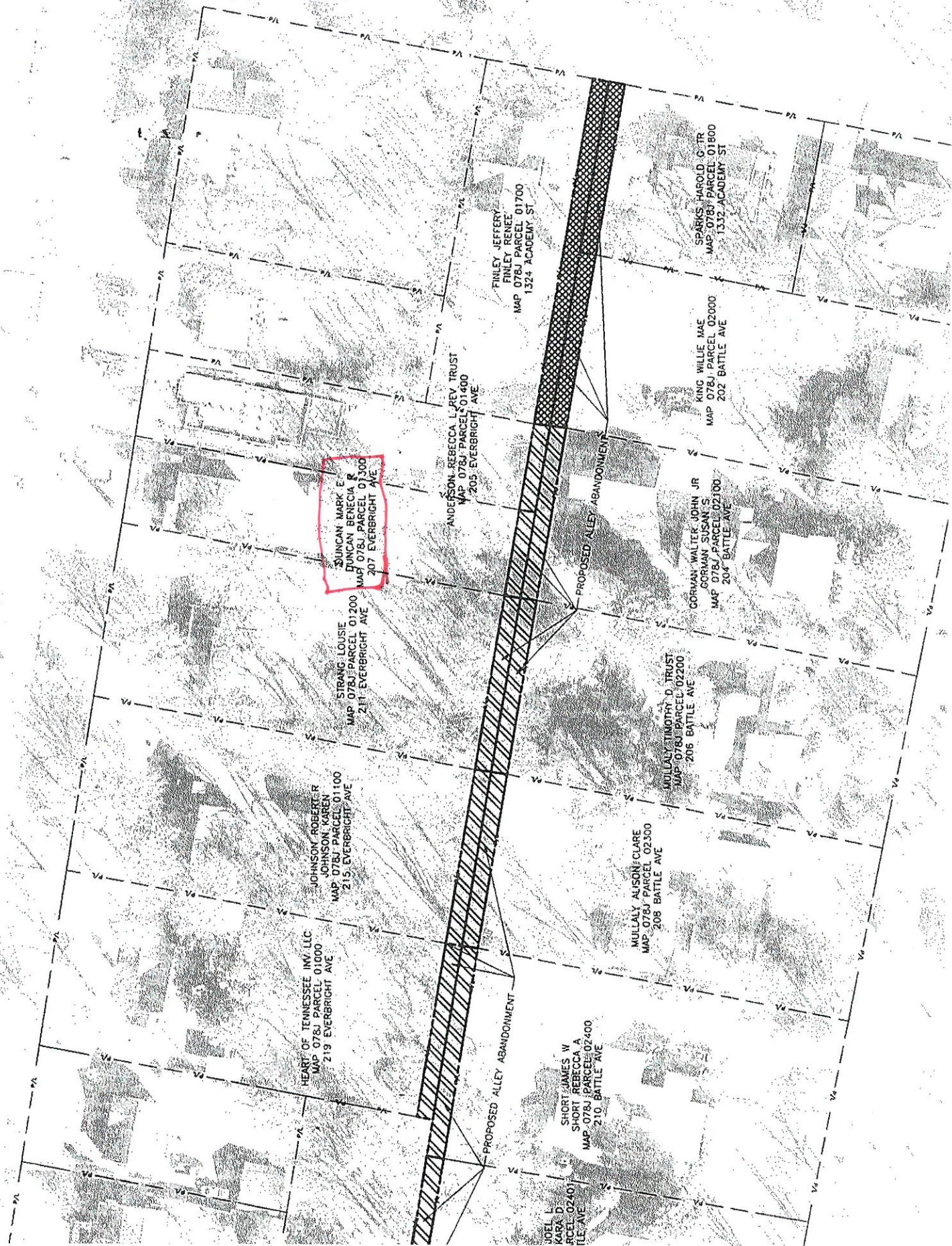
(Signature) (Date)

(Printed Name)

Please feel free to contact me should you have any questions.
Sincerely,

Lance Fittro

Lance Fittro,
Staff Engineer III
615-550-6676



HEART OF TENNESSEE INV. LLC
MAP 078J PARCEL 01000
219 EVERBRIGHT AVE

JOHNSON ROBERT R
JOHNSON KAREN
MAP 078J PARCEL 01100
215 EVERBRIGHT AVE

STRANG LOUISE
MAP 078J PARCEL 01200
211 EVERBRIGHT AVE

DUNCAN MARK E.
DUNCAN BENICIA R.
MAP 078J PARCEL 01300
207 EVERBRIGHT AVE

ANDERSON REBECCA L REV TRUST
MAP 078J PARCEL 01400
205 EVERBRIGHT AVE

FINLEY JEFFERY
FINLEY RENEE
MAP 078J PARCEL 01700
1324 ACADEMY ST

SHORT JAMES W
SHORT REBECCA A
MAP 078J PARCEL 02400
210 BATTLE AVE

MULLALLY ALISON CLARE
MAP 078J PARCEL 02300
208 BATTLE AVE

MULLALLY TIMOTHY D TRUST
MAP 078J PARCEL 02200
206 BATTLE AVE

GORVAN WALTER JOHN JR
GORVAN SUSAN S
MAP 078J PARCEL 02100
204 BATTLE AVE

KING WILLIE MAE
MAP 078J PARCEL 02000
202 BATTLE AVE

SPARKS HAROLD G TR
MAP 078J PARCEL 01800
1332 ACADEMY ST

ENGINEERING DEPARTMENT

Paul Holzen
Director/City Engineer



Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

October 21, 2019

HISTORIC
FRANKLIN
TENNESSEE

Dear Property Owner,

A request has been made to abandon the existing City alley located between Cannon Street and Academy Street as shown on Exhibit A. Where alley right-of-way is deemed as surplus, the current City policy is to quitclaim 50% of the alley to each of the adjacent property owners. Attached is a conceptual exhibit showing the abandonment. Below is a summary of the process:

- 1) Adjacent property owners must indicate, on this form, that they are willing or not willing to accept half of the alley right-of-way adjacent to their property.
- 2) City staff will present the request to the Board of Mayor and Aldermen to declare the property as surplus. Once approved by BOMA, staff will have the ability to transfer the existing alley right-of-way to the adjacent property owner.
- 3) Property owners must have a survey completed for 100% of the alley to include all property lines, easements, public/private utilities, fences, 1' contours, driveways, etc. In addition, the property owners shall provide the City with all the necessary exhibits and legal descriptions associated with the property transfer. The survey, survey exhibits, and legal descriptions shall be signed and sealed by a licensed surveyor in the State of Tennessee and submitted to the City of Franklin Engineering Department.
- 4) The City of Franklin, TN will prepare quitclaim deeds and easement documents to be signed by the property owners.
- 5) The City will record the documents, at the Williamson County Registers Office of Deeds, once all quitclaim deeds and easement documents have been properly executed by the property owners and City of Franklin.

Please check the one of the two boxes below, sign this document and return it to the City of Franklin Engineering Department (Attention: Lance Fittro; City of Franklin Engineering Department; 109 3rd Ave South; Suite 133; Franklin, TN 37064) within the next 30 calendar days.

☒ I am willing to accept half of the right-of-way. I understand the City will not proceed with this process until they have received the survey and 100% of legal descriptions and exhibits.

☐ I am not willing to accept half of the right-of-way, which will allow the other adjacent property owners to accept 100% of the alley located behind my home.

(Signature)

(Date)

(Printed Name)

(Signature)

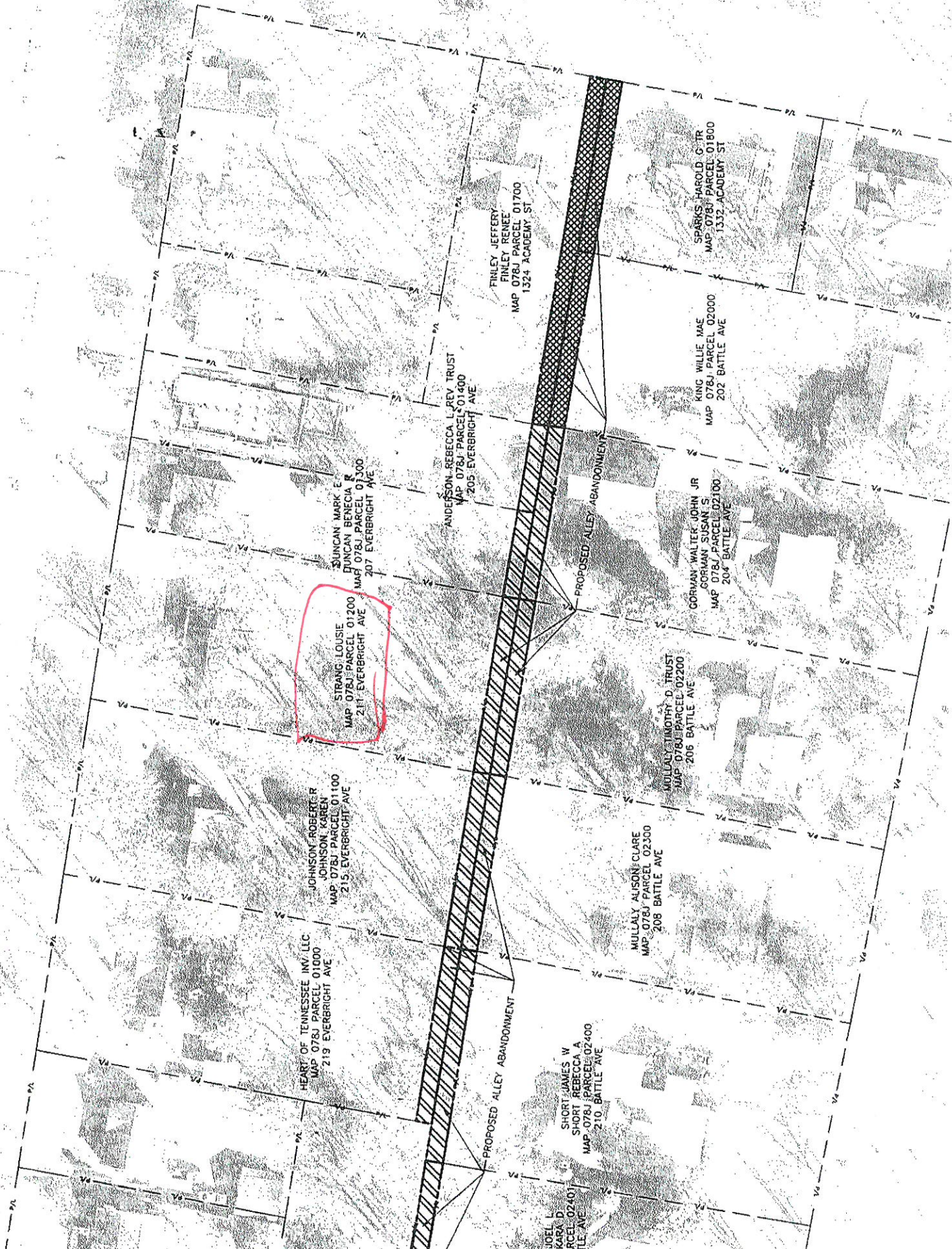
(Date)

(Printed Name)

Please feel free to contact me should you have any questions.

Sincerely,

Lance Fittro,
Staff Engineer III
615-550-6676



ENGINEERING DEPARTMENT

Paul Holzen
Director/City Engineer



Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

October 21, 2019

HISTORIC
FRANKLIN
TENNESSEE

Dear Property Owner,

A request has been made to abandon the existing City alley located between Cannon Street and Academy Street as shown on Exhibit A. Where alley right-of-way is deemed as surplus, the current City policy is to quitclaim 50% of the alley to each of the adjacent property owners. Attached is a conceptual exhibit showing the abandonment. Below is a summary of the process:

- 1) Adjacent property owners must indicate, on this form, that they are willing or not willing to accept half of the alley right-of-way adjacent to their property.
- 2) City staff will present the request to the Board of Mayor and Aldermen to declare the property as surplus. Once approved by BOMA, staff will have the ability to transfer the existing alley right-of-way to the adjacent property owner.
- 3) Property owners must have a survey completed for 100% of the alley to include all property lines, easements, public/private utilities, fences, 1' contours, driveways, etc. In addition, the property owners shall provide the City with all the necessary exhibits and legal descriptions associated with the property transfer. The survey, survey exhibits, and legal descriptions shall be signed and sealed by a licensed surveyor in the State of Tennessee and submitted to the City of Franklin Engineering Department.
- 4) The City of Franklin, TN will prepare quitclaim deeds and easement documents to be signed by the property owners.
- 5) The City will record the documents, at the Williamson County Registers Office of Deeds, once all quitclaim deeds and easement documents have been properly executed by the property owners and City of Franklin.

Please check the one of the two boxes below, sign this document and return it to the City of Franklin Engineering Department (Attention: Lance Fittro; City of Franklin Engineering Department; 109 3rd Ave South; Suite 133; Franklin, TN 37064) within the next 30 calendar days.



I am willing to accept half of the right-of-way. I understand the City will not proceed with this process until they have received the survey and 100% of legal descriptions and exhibits.



I am not willing to accept half of the right-of-way, which will allow the other adjacent property owners to accept 100% of the alley located behind my home.

Robert R. Johnson 11.22.2019
(Signature) (Date)

ROBERT R. JOHNSON
(Printed Name)

Karen Johnson 11.22.2019
(Signature) (Date)

KAREN JOHNSON
(Printed Name)

Please feel free to contact me should you have any questions.
Sincerely,

Lance Fittro,
Staff Engineer III
615-550-6676



R JOEL L
R KARA D
PARCEL 02401
SHORT JAMES W
SHORT REBECCA A
MAP 078J PARCEL 02400
210 BATTLE AVE

MULLALLY ALISON CLARE
MAP 078J PARCEL 02100
208 BATTLE AVE

MULLALLY TIMOTHY D TRUST
MAP 078J PARCEL 02200
206 BATTLE AVE

GORRAN WALTER JOHN JR
GORRAN SUSAN S
MAP 078J PARCEL 02100
204 BATTLE AVE

KING WILLIE MAE
MAP 078J PARCEL 02000
202 BATTLE AVE

SPARKS HAROLD G TR
MAP 078J PARCEL 01800
1312 ACADEMY ST

FINLEY JEFFERY
FINLEY RENEE
MAP 078J PARCEL 01700
1324 ACADEMY ST

ANDERSON REBECCA L REV TRUST
MAP 078J PARCEL 01400
205 EVERBRIGHT AVE

HEART OF TENNESSEE INV, LLC
MAP 078J PARCEL 01000
219 EVERBRIGHT AVE

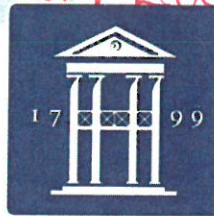
JOHNSON ROBERT R
JOHNSON KAREN
MAP 078J PARCEL 01100
215 EVERBRIGHT AVE

STRANG LOUISE
MAP 078J PARCEL 01200
211 EVERBRIGHT AVE

DUNCAN MARK E
DUNCAN BENECIA R
MAP 078J PARCEL 01300
207 EVERBRIGHT AVE

ENGINEERING DEPARTMENT

Paul Holzen
Director/City Engineer



Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

October 21, 2019

HISTORIC
FRANKLIN
TENNESSEE

Dear Property Owner,

A request has been made to abandon the existing City alley located between Cannon Street and Academy Street as shown on Exhibit A. Where alley right-of-way is deemed as surplus, the current City policy is to quitclaim 50% of the alley to each of the adjacent property owners. Attached is a conceptual exhibit showing the abandonment. Below is a summary of the process:

- 1) Adjacent property owners must indicate, on this form, that they **are willing** or **not willing** to accept half of the alley right-of-way adjacent to their property.
- 2) City staff will present the request to the Board of Mayor and Aldermen to declare the property as surplus. Once approved by BOMA, staff will have the ability to transfer the existing alley right-of-way to the adjacent property owner.
- 3) Property owners must have a survey completed for 100% of the alley to include all property lines, easements, public/private utilities, fences, 1' contours, driveways, etc. In addition, the property owners shall provide the City with all the necessary exhibits and legal descriptions associated with the property transfer. The survey, survey exhibits, and legal descriptions shall be signed and sealed by a licensed surveyor in the State of Tennessee and submitted to the City of Franklin Engineering Department.
- 4) The City of Franklin, TN will prepare quitclaim deeds and easement documents to be signed by the property owners.
- 5) The City will record the documents, at the Williamson County Registers Office of Deeds, once all quitclaim deeds and easement documents have been properly executed by the property owners and City of Franklin.

Please check the one of the two boxes below, sign this document and return it to the City of Franklin Engineering Department (Attention: Lance Fittro; City of Franklin Engineering Department; 109 3rd Ave South; Suite 133; Franklin, TN 37064) within the next 30 calendar days.

- ☒ I am **willing** to accept half of the right-of-way. I understand the City will not proceed with this process until they have received the survey and 100% of legal descriptions and exhibits.
- ☐ I am **not willing** to accept half of the right-of-way, which will allow the other adjacent property owners to accept 100% of the alley located behind my home.

Paul Galyon
(Signature) dotloop verified
11/22/19 9:16 AM CST
HT4R-RPNB-RADV-KEME
(Date)

Paul Galyon

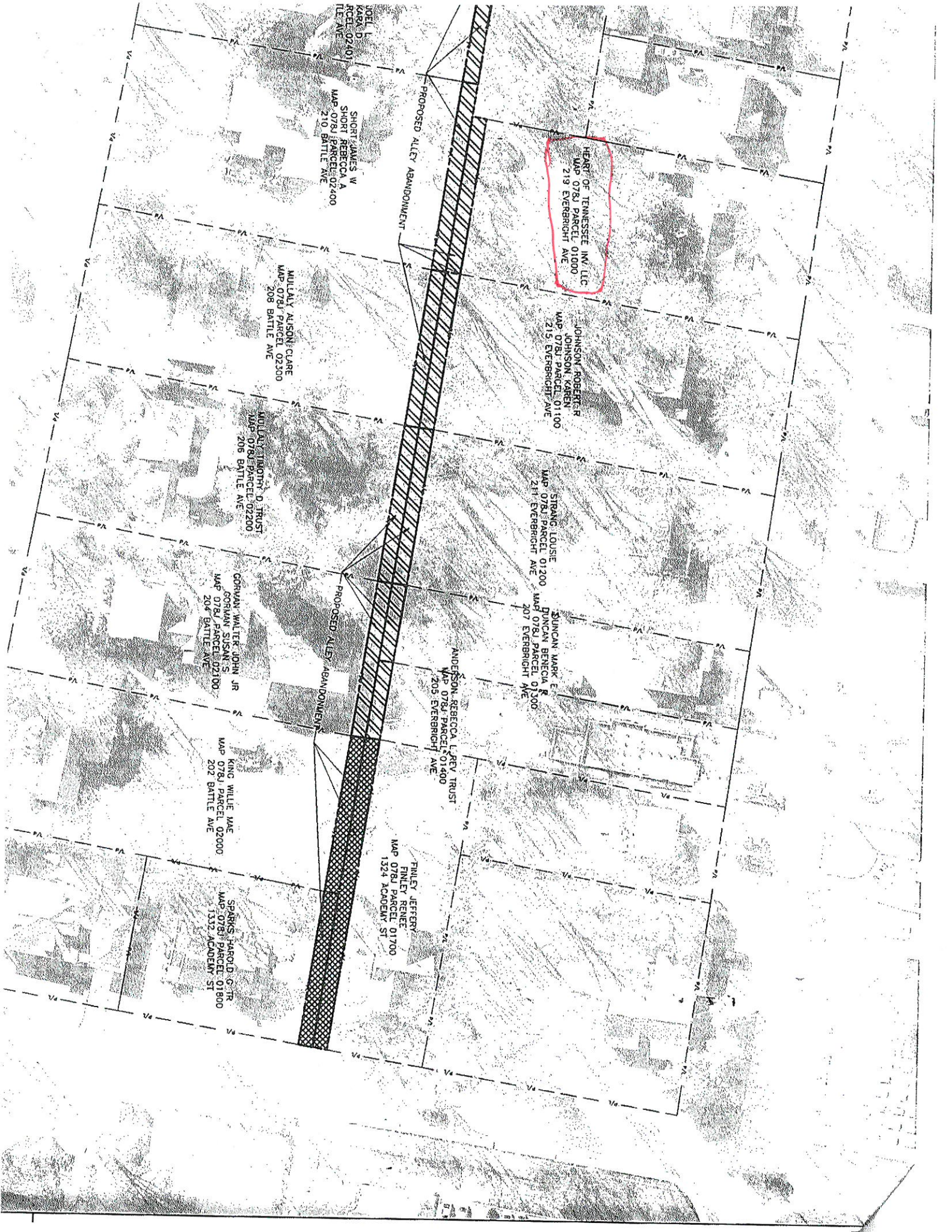
Kendall Barrett
(Signature) dotloop verified
11/20/19 4:30 PM CST
SEYG-FJIQ-WDP0-EIKQ
(Date)

Kendall Barrett

(Printed Name)

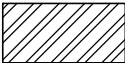
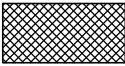
Please feel free to contact me should you have any questions.
Sincerely,

Lance Fittro,
Staff Engineer III
615-550-6676



CONCEPTUAL ALLEY ABANDONMENT
EXHIBIT A

NOTE: THIS EXHIBIT WAS
PREPARED USING CITY
OF FRANKLIN GIS
INFORMATION AND MAY
NOT BE 100% ACCURATE

-  PROPOSED PUBLIC UTILITY AND DRAINAGE
EASEMENT
-  PROPOSED PUBLIC UTILITY, DRAINAGE AND
ACCESS EASEMENT (ALL IMPROVEMENTS TO
BE MAINTAINED BY THE PROPERTY OWNER)



EX ALLEY BETWEEN
CANNON ST. AND
ACADEMY ST.

CITY OF FRANKLIN

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2020-0009**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **ALFRED BENESCH & COMPANY** 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:

DESIGN OF LEWISBURG PIKE SIDEWALK/MULTI-USE TRAIL

1. SCOPE OF SERVICES. Consultant shall provide survey, 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 Three Hundred Sixty-Four Thousand One Hundred Eighty-Two and No/100 Dollars (\$364,182.00).
5. Payment of reimbursable items, at direct cost and as listed in the Scope of Services, shall be allowed to exceed the above listed non-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 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.

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

Lewisburg Pike Multi-Use Path– City of Franklin

Proposed Scope and Estimate

Multi-Use Path over the Harpeth River

Benesch will develop plans for a multi-use path along the south side of Lewisburg Pike from approximately Stewart Street headed southeast 0.95 miles to a point of termination near the entrance to Eastern Flank Circle. The path will follow along the edge of Lewisburg Pike except for locations of City property where the path may diverge to lessen the impact on existing utility facilities. North of Stewart Street on the west side the project proposes the installation of a curb and gutter section with a 6-ft wide grassed area available for a future sidewalk. The project will also include a proposed sidewalk on the north side of Lewisburg Pike from approximately 510-ft south of the intersection with E. Fowlkes Street and Adams Street continuing southeast approximately 0.20 miles to the intersection with Thompson Alley all in the City of Franklin, Tennessee.

This work will include the design of a 12' wide concrete multi-use path with varying widths of separation between the path and existing roadway. From the northern termini of the project to approximately Thompson Alley, the separation between the path and roadway will be provided by 2.5' wide curb and gutter. The width will be dependent on the existing features and right-of-way widths along the corridor. Within this portion of the project, Lewisburg Pike will be improved to include a new curb and gutter and an enclosed storm water drainage system. To the south of Thompson Alley, the path's roadway separation will vary in width based on available ROW. The work will also include the design of a 6' wide concrete sidewalk on the north side of the existing roadway. The sidewalk will have no separation between, but Lewisburg Pike will be improved to include a new curb and gutter and an enclosed storm water drainage system. Design of water quality units or other water quality items are not included for the proposed drainage design. While portions of the project lie within the floodplain of the Harpeth River, noted as FEMA Zone AE in FIRM 47187C0211G with an effective date of 12/22/2016, we do not anticipate the need for a CLOMR, LOMR, or LOMA submittal.

Benesch will perform the office survey work to produce a MicroStation file for use on the project. CEC will provide an ASCII file of the survey points and this will be used to produce the CADD file.

A standard Preliminary 30% set of plans will be developed to set the horizontal and vertical alignments of the proposed path and sidewalk and will be used for initial coordination. Following this, the development of a 60% Right-of-Way/Utility set will occur. It is anticipated that Right of Way acquisition by the City will be required as part of the project. However, Benesch will prepare the deeds and exhibits as part of the project. The 60% set will also be sent to utility companies and CSXT Corp. to facilitate their involvement in the project. The 100% construction documents will be produced for bidding. Probable construction costs will be estimated at the Right-of-Way and Construction stages of plans production. The plans will be developed for the project based upon the approved alignment. The multi-use path design parameters for the project will be based upon current versions of the following design guides; "Guide for the Development of Bicycle Facilities", American Association of State Highway and Transportation Officials; "TDOT Standards Specifications for Road and Bridge Construction"; City of Franklin Street Standards. These technical guidelines and specifications shall be followed unless superseded by the standard for the City of Franklin.

The potential for retaining walls are anticipated on the north side of Lewisburg between CSX and Thompson Alley. A second location is likely along the road frontage of the property currently occupied by Mid-South Mulch and

Outdoor Services. These locations are anticipated to require MSE walls therefore the scope and estimate will include layout and concept development for these walls.

The scope includes plans to attend a Public Meeting should this be deemed necessary to inform the public about the project. The scope also includes three coordination meetings with the City to ensure that all elements are appropriately included. Benesch will assist city staff through-out the bidding phase of the project. This will include supplying all required documents in Portable Document Format (PDF) suitable for printing. Benesch will assist the city in producing the bid book. Benesch can organize and lead the pre-bid meeting and assist the city as necessary with answering contractor questions and then opening and evaluating the bids once received.

The multi-use path design scope includes production of erosion control plans, pedestrian safety and signing during construction, permit applications and a SWPPP for the NPDES Permit.

Any permit fees or third-party review fees shall be billed to the City as a reimbursable item.

Utility Coordination and Corridor Creation

Benesch will provide utility coordination services for the project. Below is a general example of items to be completed:

1. Notify in writing all utility companies
2. Issue Preliminary Plans and solicit comments
3. Issue ROW plans and timeline for relocation plans submittals (2 potential utility meetings)
4. Review and approve relocation plans
5. Coordinate any contracts between the City and Utility

Benesch will also provide coordination services to develop a proposed utility corridor to adequately accommodate the City's utility stakeholders. Specifically, the planned corridor will be established along the proposed alignment of Lewisburg Pike. The corridor will be developed at a functional-level (horizontal alignment only). Benesch will develop a Memorandum of Understanding to be reviewed and agreed upon by the City and all utilities regarding the future use of said corridor. The final deliverable will be an overall plan layout which will depict the proposed location of each existing utility, their respective easements, and also identify areas where future utilities could be accommodated. Below is an outline of the anticipated items to be completed:

1. Preparation for and attendance of an Initial Stakeholder Meeting
2. Creation of Initial Functional-Level Layout, and Memorandum of Understanding for Corridor
3. Preparation for and attendance of a Second Stakeholder Meeting
4. Finalize the Layout and Memorandum of Understanding

The final design of the facilities for each utility will not be completed as part of this task, but shall be designated as an additional service. If required, Benesch can provide an amendment to this proposal or execute a separate agreement for these services.

Railroad Coordination

Benesch will coordinate with the CSXT railroad regarding the expansion and/or replacement of the crossing surface, signage and warning systems at DOT Crossing #350617V. All work will be in accordance with the MUTCD and the CSXT "Public Project Information Manual". Benesch will also coordinate with CSXT regarding the existing and proposed utility facilities within the corridor and with regards to the potential storm sewer trunk line

installation under the existing crossing. All utility crossings will be governed by the most current “Design and Construction Standard Specifications of Pipeline Occupancies” issued by CSXT.

Topographic Survey and Environmental Services (See the attached Scope from CEC, Inc.)

1. CEC, Inc. will provide topographic survey, and property line information for the project limits. This survey will be performed to TDOT standards and be tied to TDOT State Plane Coordinates.
2. The CEC, Inc. scope includes the development of the necessary documents for the completion of the Jurisdictional Waters Determination for the project.

Geotechnical Services

1. See attached scope and fee from CIA as needed to provide the geotechnical exploration, global stability analysis, and report for the construction of potential retaining walls along the corridor.

Additional Services – Multi-Use Trail Extension to Mack Hatcher

At the discretion of the Board of Mayor and Alderman, Benesch will develop plans for a continuation of the multi-use path along the south side of Lewisburg Pike from approximately Eastern Flank Circle proceeding southeast approximately 0.90 miles to a point of termination near Mack Hatcher Memorial Parkway. The path will follow along the edge of Lewisburg Pike except for locations of City property where the path may diverge to lessen the impact on existing utility facilities. This work will include the design of a 12’ wide concrete multi-use path with varying widths of separation between the path and existing roadway. The services detailed in the primary scope of work will also be included for the alternate section.

1. If the above additional services are required, CEC, Inc. will provide topographic survey, and property line information for the added project limits. This survey will be performed to TDOT standards and be tied to TDOT State Plane Coordinates.

Items not included in the Benesch Scope

1. Stormwater quality design
2. Traffic or Pedestrian signal design or traffic counts and studies
3. Landscape or Irrigation design
4. Three-dimensional and/or perspective view concept renderings
5. Final design of utility facilities
6. Detailed retaining wall design
7. Design of pedestrian bridges should they be required for stream crossings
8. Right-of-Way Appraisal Services
9. Right-of-Way Acquisition Services
10. Lighting design
11. Mitigation design for impacted environmental features.
12. Construction phase services or full TDOT level Construction Engineering and Inspection (CEI)
13. Printing of full-size review or bid plans for contractors

Attachments:

1. Scope by CEC, Inc.
2. Scope by Civil Infrastructure Associates (CIA)

Compensation:

Design Phase Services		
Multi-Use Path/Sidewalk Design and Survey Office Work	Lump Sum	\$ 156,400.00
Utility Coordination and Corridor Creation	Lump Sum	\$ 14,500.00
Bid Documents and Assistance	Lump Sum	\$ 4,500.00
Geotechnical Services (By CIA)	Cost Plus	\$ 13,857.00
Survey Field Work (By CEC, Inc.)	Cost Plus	\$ 30,525.00
Jurisdictional Waters Determination (By CEC, Inc.)	Cost Plus	\$ 4,200.00
Final Contract Not-To-Exceed		\$ 223,982.00

Additional Design Services		
Multi-Use Path Design and Survey Office Work	Lump Sum	\$ 104,200.00
Utility Coordination and Corridor Creation	Lump Sum	\$ 9,500.00
Survey Field Work (By CEC, Inc.)	Cost Plus	\$ 25,000.00
Jurisdictional Waters Determination (By CEC, Inc.)	Cost Plus	\$ 1,500.00
Additional Contract Not-To-Exceed		\$ 140,200.00

The following is the compensation to be paid to Benesch for the scope items noted above. The fees for the additional design services have been developed with the understanding that they will be performed concurrently with the original design phase services. The only reimbursables that will be included on this project are permit fees, and third-part review fees which will be paid by Benesch and reimbursed at cost by the City. All other incidental costs (i.e. printing, travel, etc.) shall be included in the lump sum totals.

November 19, 2019

Sammie McCoy
Principal Engineer
Alfred Benesch & Company
8 Cadillac Drive, STE 250
Brentwood, TN 37027

Dear Mr. McCoy:

Subject: Revised Proposal for Professional Services
Lewisburg Pike Sidewalk & Multi-use Trail Project
Franklin, Tennessee
CEC Project 195-344

Civil & Environmental Consultants, Inc. (CEC) is pleased to present Alfred Benesch & Company (CLIENT) this **REVISED** proposal for professional surveying and Jurisdictional Waters Determination services to aid in the design of the sidewalk and multi-use trail along Lewisburg Pike in Franklin, TN as shown on Figure 1 and Figure 2 provided by CLIENT. CEC completed a survey along a portion of Lewisburg Pike in 2016 and this scope will update the area of previous survey and acquire additional survey. The proposed scope of services, fee, and schedule presented below, is based on email correspondence and phone calls between CLIENT and CEC.

1.0 SCOPE OF SERVICES

1.1 Task 0001 - Survey

CEC will conduct a field-run topographic survey within the new survey areas as shown on Figure 3. The limits of survey will generally extend on the west side of Lewisburg Pike from Stewarts Street in a northerly direction for approximately 460 feet with a 25 foot width of survey. The new area limits will also extend along Lewisburg Avenue from the east side of the existing railroad track crossing along both sides of the road southeasterly for approximately 500 feet, and then continuing along the southerly side of Lewisburg Pike, but extending to the northerly edge of pavement for an additional 3,600 feet covering the area shown on Figure 3. The survey limits also include the Collins Farm property owned by the City of Franklin. CEC will survey sanitary sewer manhole rims and inverts as shown in Figure 2. Where the existing sidewalk is located on the old golf course the survey limits will extend 15 feet to the southerly side of the sidewalk.

Within the survey limits, CEC will locate the visible and/or marked utilities, adjacent roadway, building locations, existing site improvements, and edge of tree drip lines. Invert elevations, pipe size and pipe material of the storm and sanitary sewer structures will be obtained if visible. Individual specimen trees with a diameter of twenty-four (24) inches or greater and aesthetic

understory trees with a diameter of eight (8) inch or more measured at four-and-one-half feet above grade will be located. Contours will be generated at one-foot intervals.

Utilities will be shown according to surface observations combined with plans and markings provided by calling the TN811. It is CEC's experience TN811 may not respond to a request for markings unless excavation activities are involved. TN811 does not mark utility lines or services on private property. The surveyor makes no guarantee that the utilities located comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities located are in the exact location indicated. For utility lines or service locations on private property, CEC can retain the services of a private underground utility location service for an additional fee upon request.

CEC will locate existing property and right-of-way (ROW) monumentation along with field evidence of occupation within the limits of survey. CEC will establish the approximate ROW and property sidelines for approximately 14 parcels along Lewisburg Pike that the new survey areas adjoin from deed calculations in combination with field evidence located. CEC assumes there will be sufficient monumentation and evidence found during the performance of the field portion of the survey to adequately define the ROW and sidelines. Property owner information will be provided based on current tax records. A General Property Survey as defined by the Standards of Practice for Land Surveyors in TN is not included as part of this proposal.

Within the 2016 surveyed area as shown on Figure 3, CEC will complete an updated survey of Lewisburg Pike to show the new paved surface elevations and lane stripping. In addition to the road surface, CEC will verify no other features have changed that would affect the design of the sidewalk and multiuse trail. CEC will check current tax records to verify current property owners are shown for approximately 9 parcels within the 2016 survey area.

CEC will utilize survey field technicians equipped with GPS, Robotics, and Conventional Total Station surveying instruments. The survey will be referenced to the Tennessee State Plane Coordinate System (NAD83) and the North American Vertical Datum of 1988 (NAVD88, Geoid 12B) in U.S. Feet. CEC will process the survey data in Civil3D to verify survey information before providing the CLIENT an ASCII points file utilizing the TDOT survey code list for their use.

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

1.2 Task 0002 - Jurisdictional Waters Determination

The scope of this task is to provide a Waters of the U.S. Determination (i.e., streams and wetlands) within the project area described above. In performing the jurisdictional determinations, the 1987 *Corps of Engineers Wetlands Delineation Manual* and the 2012 *Regional Supplement: Eastern*

Mountains and Piedmont Region, Version 2.0, will be closely followed to establish a description of the soils, plants and hydrologic conditions of the site. CEC will perform the following tasks:

1. Using the 1987 *Corps of Engineers Wetland Delineation Manual* and the 2012 *Regional Supplement: Eastern Mountains and Piedmont Region*, Version 2.0, delineate potential wetlands located along the proposed alignment.
2. Complete the Corps of Engineers Wetland Data Forms for each wetland/upland sampling site.
3. Using a Trimble® GeoXT GPS Unit, map the wetland boundaries (if present) to determine area, and log lat/long of each soil pit along with hue, value and chroma of the soil using a standard Munsell® Color Chart.
4. Complete the *Rapid Bioassessment Protocols for Use in Streams and Wadeable Rivers* forms, which the Corps currently uses to determine mitigation ratios.
5. Prepare a summary report describing the findings that includes the routine wetland determination data forms, a photo summary, and delineation map.
6. Submit wet weather conveyance and stream determinations to TDEC as a Qualified Hydrologic Professional.
7. Coordinate with TDEC and the Nashville Corps of Engineers office to schedule a concurrence site visit at the direction of Alfred Benesch & Company.

2.0 SCHEDULE

CEC can begin work on this project within 10 business days of your notification to proceed and can deliver the survey information and Jurisdictional Determination within 45 business days following the commencement of the survey fieldwork, weather permitting.

3.0 AGREEMENT & FEE

CEC's estimated fee is based on the scope above and will be billed on a Time and Materials basis. The estimated cost to perform the scope of services outlined above is provided below:

Task	Estimated Fee
0001 - Survey	\$30,525.00
0002 - Jurisdictional Waters Determination	\$ 4,200.00
Total	\$34,725.00

Any additional services requested by the client and performed by CEC will be invoiced as per our 2019 City of Franklin Services Fee Schedule (attached). CEC will obtain the client's approval prior to performing any additional work. Our Schedule of Terms and Conditions which apply to the proposed work is also attached. Your verbal or written (including email) authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

4.0 CLOSING

CEC appreciates the opportunity to provide this proposal to Alfred Benesch & Company for the professional surveying services. Should you have any questions or comments regarding this proposal or the project, please do not hesitate to call us at (615) 333-7797.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



James R. Cooley, P.L.S.
Project Manager



Eric Gardner, P.E.
Senior Project Manager



Jeff Duke
Senior Principal

Enclosures: Figure 1 - Proposed Sidewalk and Multi-use Trail Location Map
 Figure 2 - Collins Farm Property
 Figure 3 - Survey Limits Map
 Survey Terms & Conditions
 2019 City of Franklin Services Fee Schedule

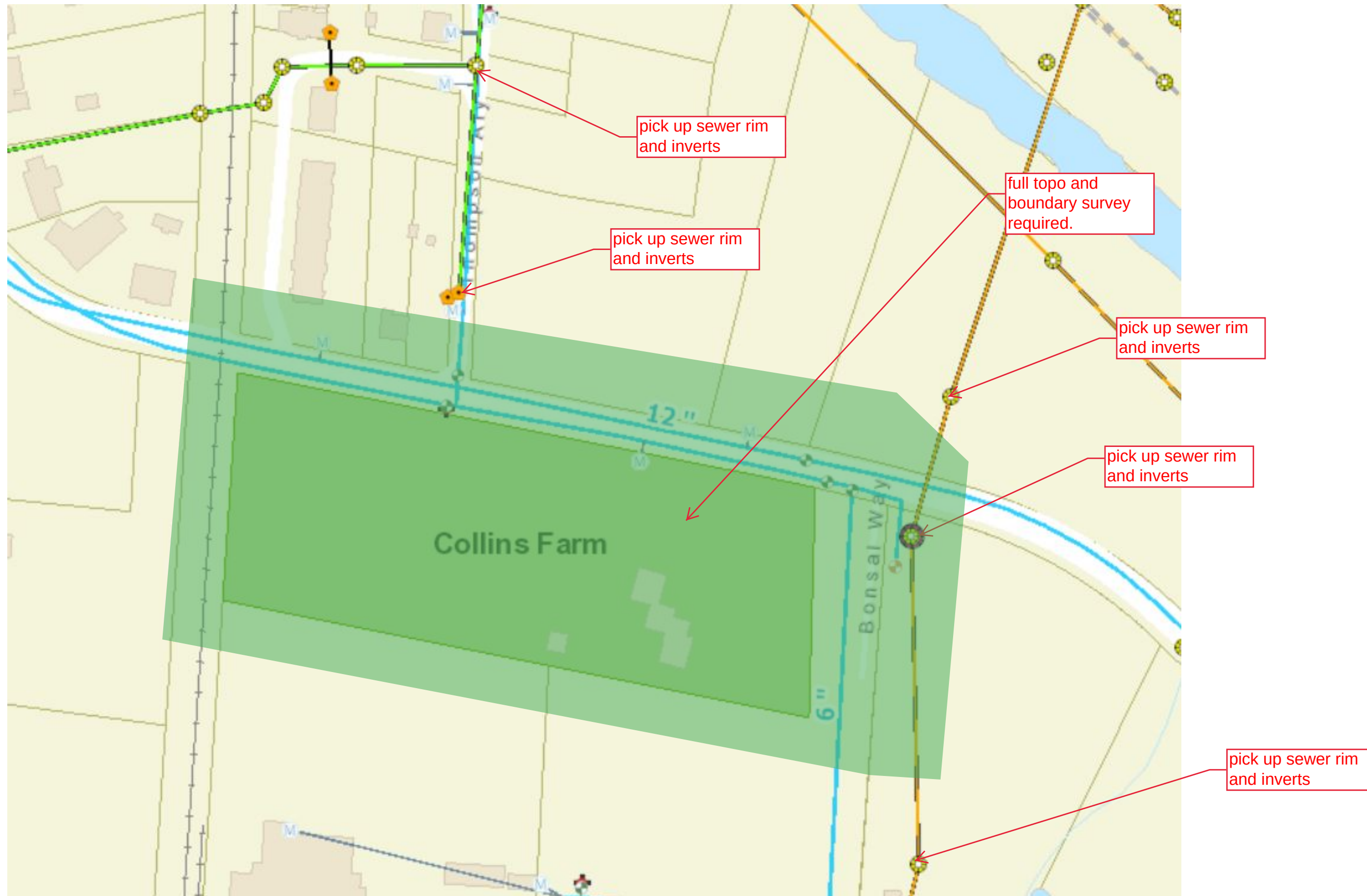
FIGURE 1

- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING MULTI-USE TRAIL
- PROPOSED MULTI-USE TRAIL



OPTION 4
EST COST = \$5,000,000

FIGURE 2



Lewisburg Pike

Survey Limits

FIGURE 3

2016 SURVEY AREA

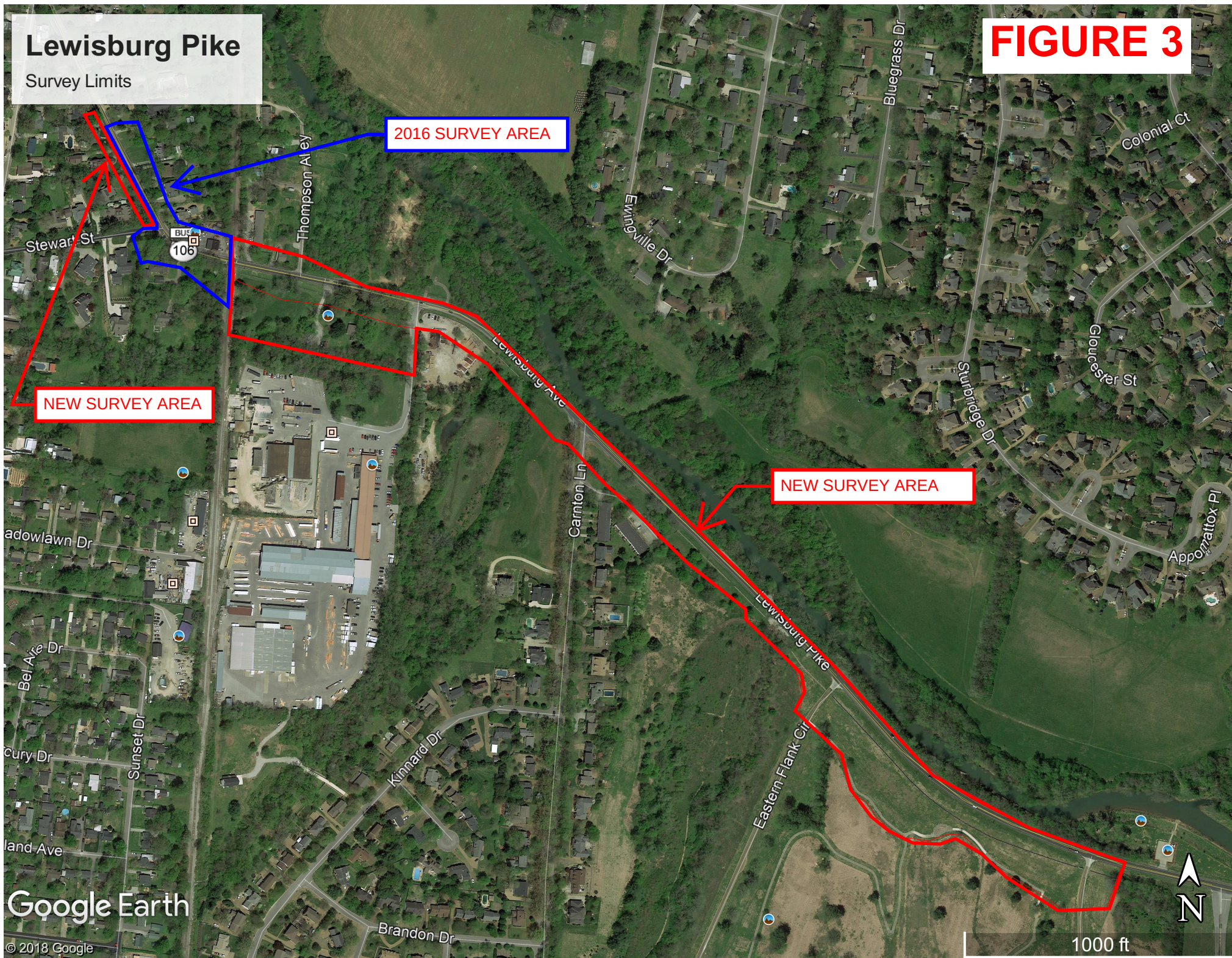
NEW SURVEY AREA

NEW SURVEY AREA

Google Earth

© 2018 Google

1000 ft



City of Franklin Services Fee Schedule

January 1, 2019 through December 31, 2019

PROFESSIONAL SERVICES

Classification	Rate/Hour
Senior Principal.....	\$222
Principal.....	\$202
Senior Project Manager	\$176
Project Manager III	\$166
Project Manager II	\$151
Project Manager I	\$137
Assistant Project Manager	\$113
Project Consultant / Geologist / Ecologist / Environmental Scientist.....	\$106
Staff Consultant / Geologist / Ecologist / Environmental Scientist	\$99
Designer	\$107
Draftsperson / CADD Operator.....	\$68
Senior Field Technician.....	\$84
Environmental Technician./ Intern.....	\$52
Senior Land Surveyor	\$141
Assistant Project Surveyor.....	\$102
Survey Technician IV	\$96
Survey Technician III.....	\$86
Survey Technician II.....	\$76
Survey Technician I.....	\$66
Administrative Assistant.....	\$66
Administrative Manager	\$76

DIRECT EXPENSES

Printing and Reproduction *
Miscellaneous Reimbursables *

* As directed by the City Engineer on a project-by-project basis

SUBCONTRACT SERVICES

Services @ Cost Plus 10%

November 13, 2019

Mr. Sammie McCoy
Principal Engineer
Alfred Benesch & Company
8 Cadillac Drive, STE 250
Brentwood, TN 37027

Dear Mr. McCoy:

Subject: Proposal for Professional Services
Lewisburg Pike Sidewalk & Multi-use Trail Project – From the Eastern
Flank Battlefield Park to Mack Hatcher
Franklin, Tennessee
CEC Project 195-344

Civil & Environmental Consultants, Inc. (CEC) is pleased to present Alfred Benesch & Company (CLIENT) this proposal for additional professional services related to the proposed extension of sidewalk and multi-use trail on Lewisburg Pike. CEC had previously submitted a proposal to aid in the design of the sidewalk and multi-use trail along Lewisburg Pike from Stewart Street to the eastern entrance to the Eastern Flank Battlefield Park (EFBP). This proposal is to provide surveying and Jurisdictional Waters Determination services from the eastern entrance of the EFBP to Mack Hatcher as shown on Exhibit 1. The proposed scope of services, fee, and schedule presented below, is based on email correspondence and phone calls between CLIENT and CEC.

1.0 SCOPE OF SERVICES

1.1 Task 0003 - Survey

CEC will conduct a field-run topographic survey within the new survey area as shown on Exhibit 1. The survey will generally extend along Lewisburg Pike from the eastern entrance to the EFBP to the intersection of Lewisburg Pike and Mack Hatcher. The limits of the survey will be the edge of pavement on the north/westbound traffic lane to 75' south and west of the east/southbound traffic lane. The limits will also include the radius return of Lewisburg Pike at the intersection with Mack Hatcher on the northwest corner of the intersection.

Within the survey limits, CEC will locate the visible and/or marked utilities, adjacent roadway, building locations, existing site improvements, and edge of tree drip lines. Invert elevations, pipe size and pipe material of the storm and sanitary sewer structures will be obtained if visible. Individual specimen trees with a diameter of twenty-four (24) inches or greater and aesthetic understory trees with a diameter of eight (8) inch or more measured at four-and-one-half feet above grade will be located. Contours will be generated at one-foot intervals.

Utilities will be shown according to surface observations combined with plans and markings provided by calling the TN811. It is CEC's experience TN811 may not respond to a request for markings unless excavation activities are involved. TN811 does not mark utility lines or services on private property. The surveyor makes no guarantee that the utilities located comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities located are in the exact location indicated. For utility lines or service locations on private property, CEC can retain the services of a private underground utility location service for an additional fee upon request.

CEC will locate existing property and right-of-way (ROW) monumentation along with field evidence of occupation within the limits of survey. CEC will establish the approximate ROW and property sidelines for approximately 20 parcels along Lewisburg Pike that the new survey area adjoin from deed calculations in combination with field evidence located. CEC assumes there will be sufficient monumentation and evidence found during the performance of the field portion of the survey to adequately define the ROW and sidelines. Property owner information will be provided based on current tax records. A General Property Survey as defined by the Standards of Practice for Land Surveyors in TN is not included as part of this proposal.

CEC will utilize survey field technicians equipped with GPS, Robotics, and Conventional Total Station surveying instruments. The survey will be referenced to the Tennessee State Plane Coordinate System (NAD83) and the North American Vertical Datum of 1988 (NAVD88, Geoid 12B) in U.S. Feet. CEC will process the survey data in Civil3D to verify survey information before providing the CLIENT an ASCII points file utilizing the TDOT survey code list for their use.

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

1.2 Task 0004 - Jurisdictional Waters Determination

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

1. Using the 1987 *Corps of Engineers Wetland Delineation Manual* and the 2012 *Regional Supplement: Eastern Mountains and Piedmont Region*, Version 2.0, delineate potential wetlands located along the proposed alignment.
2. Complete the Corps of Engineers Wetland Data Forms for each wetland/upland sampling site.

3. Using a Trimble® GeoXT GPS Unit, map the wetland boundaries (if present) to determine area, and log lat/long of each soil pit along with hue, value and chroma of the soil using a standard Munsell® Color Chart.
4. Complete the *Rapid Bioassessment Protocols for Use in Streams and Wadeable Rivers* forms, which the Corps currently uses to determine mitigation ratios.
5. Prepare a summary report describing the findings that includes the routine wetland determination data forms, a photo summary, and delineation map.
6. Submit wet weather conveyance and stream determinations to TDEC as a Qualified Hydrologic Professional.
7. Coordinate with TDEC and the Nashville Corps of Engineers office to schedule a concurrence site visit at the direction of Alfred Benesch & Company.

2.0 **SCHEDULE**

CEC can begin work on this project within 10 business days of your notification to proceed and can deliver the survey information and Jurisdictional Determination within 45 business days following the commencement of the survey fieldwork, weather permitting.

3.0 **AGREEMENT & FEE**

CEC's estimated fee is based on the scope above and will be billed on a Time and Materials basis. The estimated cost to perform the scope of services outlined above is provided below:

Task	Estimated Fee
0003 - Survey	\$25,000.00
0004 - Jurisdictional Waters Determination	\$ 1,500.00
Total	\$26,500.00

Any additional services requested by the client and performed by CEC will be invoiced as per our 2019 City of Franklin Services Fee Schedule (attached). CEC will obtain the client's approval prior to performing any additional work. Our Schedule of Terms and Conditions which apply to the proposed work is also attached. Your verbal or written (including email) authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

4.0 CLOSING

CEC appreciates the opportunity to provide this proposal to Alfred Benesch & Company for the professional surveying services. Should you have any questions or comments regarding this proposal or the project, please do not hesitate to call us at (615) 333-7797.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



James R. Cooley, P.L.S.
Project Manager



Eric Gardner, P.E.
Senior Project Manager



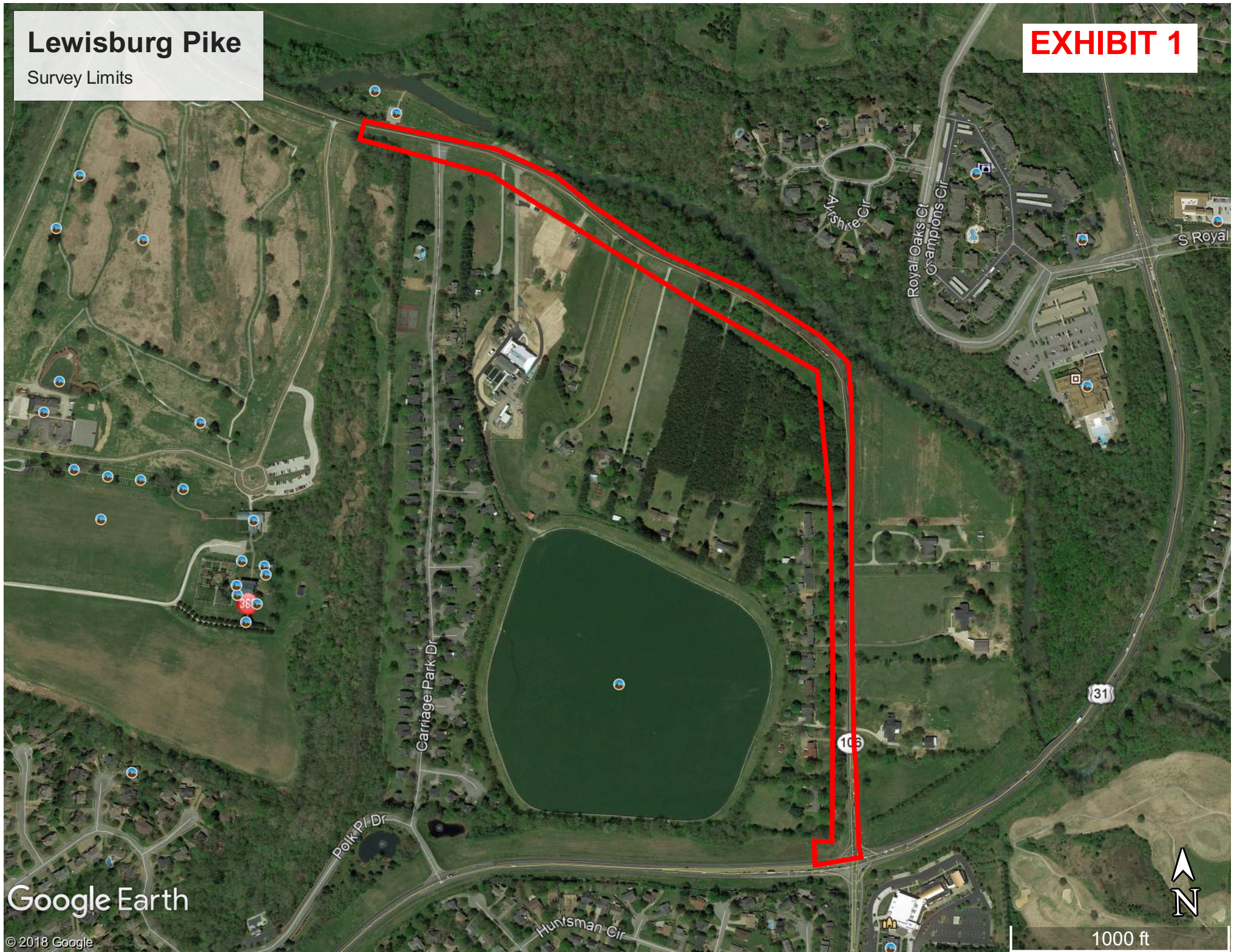
Jeff Duke
Senior Principal

Enclosures: Exhibit 1 - Proposed Multi-use Trail Location Map
Survey Terms & Conditions
2019 City of Franklin Services Fee Schedule

Lewisburg Pike

Survey Limits

EXHIBIT 1



Google Earth

© 2018 Google

October 15, 2019

Mr. Brian Ralstin, PE
Project Engineer
Alfred Benesch & Company, Inc.
8 Cadillac Drive, Suite 250
Brentwood, Tennessee 37027

**Re: *Proposal for Geotechnical Exploration Services
Harlinsdale Pedestrian Bridge
Franklin, Williamson County, Tennessee
CIA Proposal No. 2019320***

Dear Mr. Ralstin:

CIA, LLC is pleased to submit this proposal to provide geotechnical exploration services for the referenced project. This proposal is based on project information provided to us and presents our scope of services, fee, and schedule information.

PROJECT AND BACKGROUND INFORMATION

Initial project information was provided to us by Benesch by email transmission on October 8, 2019. At that time, we were provided an aerial drawing showing the project limits and the location of a potential retaining wall with a maximum height approaching 10 feet vertically. We were instructed to provide a geotechnical scope that would be adequate to develop geotechnical parameters for design of an MSE wall and to provide global stability of the proposed wall.

Based on the provided drawing, we understand that the project will be located along Lewisburg Pike in Franklin, Tennessee. The project consists of adding a multi-use path and sidewalks to the existing roadway.

SCOPE OF SERVICES

The goals of this exploration are to generally characterize site geologic conditions, determine lithology, evaluate soil and rock foundation conditions at the retaining wall location, and develop recommendations for the proposed construction. The assessment of environmental concerns is beyond the scope of the geotechnical exploration.

After review of the plan provided by Benesch, CIA plans to advance up to 6 borings at the proposed retaining wall location. All borings will be extended to auger refusal. The overburden at each drilled location will be drive-sampled in general accordance with ASTM D 1586 "Penetration Test and Split-Barrel Sampling of Soils." At select locations, we may attempt to obtain relatively undisturbed samples with thin-walled (Shelby) tubes. We do not plan to bore into the underlying rock. Upon completion of boring advancement, each boring will be checked for the presence of groundwater and will then be subsequently backfilled with auger cuttings.

The estimated drilling quantities are presented in the attached cost estimate summary. CIA will monitor the exploration and adjust the exploration program to address any specific needs dictated by the subsurface conditions encountered. We will communicate the observed subsurface conditions to the design team and coordinate any adjustments to the exploration program and associated impacts to the budget and schedule for completion of the geotechnical exploration. No additional work that will require an increase in the budget for the geotechnical exploration will be initiated without prior approval.

Following completion of the field exploration, laboratory testing will be assigned to selected samples to assess the engineering characteristics of the overburden. Laboratory index testing will be conducted to determine the natural moisture content, Atterberg limits, and grain size distribution of select soil samples recovered from the drilling operations. Additionally, select soil specimens may be subjected to unconfined compressive strength testing to provide shear strength data to support design efforts. Other tests may be required depending upon the subsurface conditions encountered.

No drilling activities will take place without proper coordination with current property owners. CIA will contact the Tennessee One Call System (811), the state-wide utility clearance coordinator for the State of Tennessee, to have the underground utilities marked prior to mobilization of the drilling equipment. The boring locations may be offset from the proposed locations to facilitate access and avoid marked utilities. CIA is not responsible for repair of utilities that are not properly identified by others at the time of our exploration.

A geotechnical report will be issued for the geotechnical exploration, outlining the scope of work performed as well as the results of the exploration and lab testing program. The report will address geotechnical aspects of retaining wall design and construction. The geotechnical reports will present our findings and will address, at a minimum, the following:

- General information regarding the site and subsurface conditions, including soil stratigraphy and bedrock occurrences, as well as groundwater measurements.
- Results of laboratory tests performed on selected samples.
- General comments regarding geology and geologic hazards, such as karst conditions.
- Recommendations for site preparation, including criteria for stripping, excavation, reuse of on-site materials as structural fill, undercutting of suitable materials and subgrade remedial treatments, and criteria for compacted fill where applicable.
- Recommendations for retaining wall design and construction.
- Recommendations for embankment and walkway design and construction (if applicable).
- Recommendations for temporary and permanent groundwater control, if needed.

Additional comments/conditions upon which this proposal is based are as follows:

- We anticipate that the proposed exploration will be conducted within public right of way of the City of Franklin property. If access to private property is required, we will make reasonable efforts to gain voluntary permissions for entry from private property owners, where appropriate. Benesch will be notified, as necessary, of any properties where such entry might be denied.
- We will measure from existing landmarks to establish the boring locations during field exploration. Determination of the exact boring locations and ground surface elevations is beyond this scope of



services. This proposal does not include provisions for surveying efforts to establish the boring locations.

- If traffic conditions or related concern for the safety of personnel working adjacent to and within existing roadways, CIA will coordinate activities with Benesch, The City of Franklin, or county personnel as applicable. A CIA professional will be dedicated to the field work on a full-time basis to coordinate safety procedures and drilling efforts. We do not anticipate that subcontracted traffic control will be required.
- The subsurface exploration will be planned and conducted in accordance with the Tennessee Department of Environment and Conservation General Permit for Surveying and Geotechnical Exploration. As such, installation and monitoring of erosion protection/siltation control measures by both subcontracted and CIA personnel may be required as part of the drilling program.
- The unit prices submitted in this proposal were derived based on the anticipated scope of work assuming the subsurface exploration program would be performed within one year from this proposal date.
- We will retain the soil samples for 30 calendar days following the submittal of the geotechnical engineering report. After this time, the soil samples may be discarded unless directed otherwise.

FEE SCHEDULE AND AUTHORIZATION

It is our understanding that the geotechnical work will be contracted under a unit price contract. Based on our understanding of the project, our estimated fees are outlined below. A detailed cost estimate is attached.

1.00 Drilling Services	\$4,980.00
2.00 Laboratory Services	\$1,412.00
3.00 Engineering Services	\$7,465.00
Total Not-to-Exceed Costs	\$13,857.00

We will discuss with you any expected modifications in scope of services and fee if necessary.

Closing

We appreciate the opportunity to support this design-build pursuit exploration and design efforts for this project and look forward to working with you in the future. If you have any questions, please feel free to contact our office.

Sincerely,
CIA, CIVIL INFRASTRUCTURE ASSOCIATES, LLC



Matt Bullard, PE
Vice President
Director of Geotechnical Services

Attachment: Cost Estimate



Geotechnical Exploration and Engineering Professional Services
Lewisburg Pike Retaining Wall
Franklin, Williamson County, Tennessee
Alfred Benesch & Company



COST ESTIMATE
10/15/2019

1.0 DRILLING SERVICES

		Qty.		Rate	Cost
1.1	Equipment Mobilization	1	\$ 800.00	each	\$ 800.00
1.2	On-site Project Professional	20	\$ 95.00	per hour	\$ 1,900.00
1.3	Soil Auger Drilling	150	\$ 14.00	per vertical foot	\$ 2,100.00
1.4	Rock Core Set-up	0	\$ 100.00	each	\$ -
1.5	Rock Coring	0	\$ 42.00	per vertical foot	\$ -
1.6	Water Hauling	0	\$ 250.00	per day	\$ -
1.7	Shelby Tubes	3	\$ 60.00	each	\$ 180.00
SUBTOTAL					\$ 4,980.00

2.0 LABORATORY TESTING SERVICES

		Qty.		Rate	Cost
2.1	Natural Moisture Content	8	\$ 9.00	each	\$ 72.00
2.2	Sieve Particle Size Analysis (ASTM D 422)	2	\$ 80.00	each	\$ 160.00
2.3	Atterberg Limits (ASTM D 4318)	4	\$ 65.00	each	\$ 260.00
2.4	Unconfined Compression Test (Rock)	0	\$ 125.00	each	\$ -
2.5	Unconfined Compression Test (Soil)	4	\$ 100.00	each	\$ 400.00
2.6	Triaxial Compression Test (CU)	2	\$ 260.00	each	\$ 520.00
SUBTOTAL					\$ 1,412.00

3.0 ENGINEERING SERVICES

		Qty.		Rate	Cost
3.1	Project Initiation, Coordination, and Utility Locates				
3.1.1	Project Professional	2	\$ 95.00	per hour	\$ 190.00
3.1.2	Senior Project Manager	1	\$ 185.00	per hour	\$ 185.00
3.2	Engineering Evaluations and Report Development, Bridge				
3.2.1	Project Professional	42	\$ 95.00	per hour	\$ 3,990.00
3.2.2	Senior Project Manager	12	\$ 185.00	per hour	\$ 2,220.00
3.2.3.	Principal Geotechnical Engineer	4	\$ 220.00	per hour	\$ 880.00
SUBTOTAL					\$ 7,465.00

	ESTIMATED TOTAL COST	\$ 13,857.00
--	-----------------------------	---------------------

Schedule of Hourly Rates

CIVIL, GEOTECHNICAL, AND SURVEY

Senior Principal.....	\$220
Principal.....	\$210
Senior Project Manager	\$200
Senior Engineer.....	\$190
Project Manager	\$185
Project Engineer III	\$175
Project Engineer II	\$165
Project Engineer I	\$155
Technical Professional III	\$140
Technical Professional II.....	\$130
Technical Professional I.....	\$120
Senior Designer	\$120
Designer	\$110
Senior Field Technician.....	\$120
Field Technician II	\$100
Field Technician I.....	\$80
Administrative Professional	\$80
Survey Crew – 3 Man Party	\$220
Survey Crew – 2 Man Party Two Man Survey Crew	\$170
Survey Crew - One Man Robotic or RTK (GPS) Survey Crew.....	\$130
Senior Survey CADD/GIS Technician	\$100
Survey CADD/GIS Technician	\$90
Senior Land Surveyor/Manager (PE/RLS).....	\$160
Land Surveyor/Manager (PE/RLS)	\$145
Party Chief.....	\$100



- Type
- ☒ All
 - ☐ Facilities
 - ☐ Parks
 - ☐ Stormwater
 - ☐ Transportation
 - ☐ Water Management
- Phase
- ☒ All
 - ☐ Design
 - ☐ ROW
 - ☐ Construction
- Project Status
- All
 - Active
 - Completed

Dollars Spent To Date
\$701,949

Project Budget
\$19,634,800

Design

ROW

Construction

Current Projects

**29**

- 1 - East McEwen Drive Phase 5 Extension
- 2 - Fire Station No. 7 (Goose Creek Area)
- 3 - Municipal Services Complex Improvements
- 4 - Southeast Municipal Complex (Park)
- 5 - Lockwood Glen Park
- 6 - Bicentennial Park
- 7 - Harlinsdale Farm Bridge & Greenway
- 8 - East Flank Circle Resurfacing
- 9 - 100-Block Battle Avenue Drainage Improvements
- 10 - Watson Branch (Maplewood) Culvert Rehabilitation
- 11 - Liberty-Mallory Interersection Improvements
- 12 - East McEwen Drive Roundabout Improvements
- 13 - SR-96 West Multi-Use Trail
- 14 - Westhaven Boulevard Traffic Signal
- 15 - Jordan Road Improvements
- 16 - Old Peytonsville Road & Long Lane Bridge & Connector
- 17 - West Main Street Bridge Widening
- 18 - Columbia Avenue Widening & Improvements

