



City of Franklin

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

Meeting Agenda

Capital Investment Committee

Thursday, February 27, 2025

3:30 PM

Williamson County
Auditorium

MEETING LOCATION

Williamson County Auditorium
1320 West Main Street

CALL TO ORDER

SETTING OF THE AGENDA

1. Consideration Of Changes In Agenda And Setting The Agenda
 - i. Discussion Of Removal Of Items From Consent/Changes Not Requiring A Vote
 - ii. Proposed Changes To The Agenda
 - iii. Approval Of Agenda As Submitted Or Changed

CITIZEN COMMENTS (Open for citizens to be heard on any issue or concern, including those related to items on the agenda. Please submit a Speaker Card at the beginning of the meeting if you would like to address the Board/Commission. If you would like to speak on an agenda item, the Chair will hold your comment until the public comment period associated with the item. As provided by law, Boards/Commissions shall make no decisions or consideration of action of citizen comments for items not on the agenda, except to refer the matter to the City Administrator/Staff for administrative consideration, or to a schedule the matter for consideration at a later date. Those addressing the Board/Commission are requested to come to the microphone and identify themselves by name and address for the official record. The Chair may restrict the period for public comment, including the length of the public comment period, the number of individuals who can speak and the length of time each individual may speak. When time allows, the standard individual public comment time is two minutes.)

Comments on agenda items may be made in person or by emailing recorder@franklinton.gov before noon on the day of the meeting. Comments will be submitted for the record.

APPROVAL OF MINUTES

2. Consideration Of Approval Of Minutes
January 23, 2025 Capital Investment Committee Meeting

NEW BUSINESS

3. Consideration To Grant Sewer Availability For 103 Beechlawn Drive (Map 106H, Parcel 06300)

Sponsors: Michelle Hatcher, Scott Andrews

4. Consideration To Grant Sewer Availability For An Unaddressed Property On Hillsboro Road

Sponsors: Michelle Hatcher, Scott Andrews

5. Consideration Of Amendment 1 To COF Contract No. 2020-0299, With Cedar Ridge Landfill, Inc. For Biosolid Sludge Disposal For A Not-To-Exceed Amount of \$480,000.00.

Sponsors: Michelle Hatcher

6. Consideration Of COF Contract No. 2024-0384, With CDM Smith For Sanitary Sewer System Model Assistance For The Goose Creek Basin Sewer Planning For \$84,500

Sponsors: Michelle Hatcher

7. Consideration Of COF Contract No. 2025-0036, With Hazen & Sawyer For On-Call Hydraulic Water Modeling Assistance For A Not-To-Exceed Amount of \$50,000.00

Sponsors: Michelle Hatcher

8. Consideration Of COF Contract No. 2025-0019, With Ford Colletta, LLC For Parkland Impact Fee And Construction Agreement For Colletta Park PUD Subdivision
N/A

Sponsors: Lisa Clayton, Heather Eusebio

9. Consideration Of COF Contract No. 2025-0001, With Southvale, LLC For Parkland Impact Fee And Construction Agreement For Southvale
N/A

Sponsors: Lisa Clayton, Heather Eusebio

10. Consideration Of DRAFT Resolution 2025-16, A Resolution Declaring An Existing Section Of Right-Of-Way Known As South Carothers Road Generally Located East Of Carothers Parkway And North Of Long Point Way As Surplus Property And Authorizing Its Disposal By The City Administrator

Sponsors: Paul Holzen, Jimmy Wiseman

11. Consideration Of Resolution 2025-17, A Resolution Declaring Certain Right-Of-Way Located In An Existing Alley Northwest Of 306 Public Square Drive As Surplus

Sponsors: Paul Holzen

12. Consideration Of DRAFT Resolution 2025-10, A Resolution Authorizing The Execution Of COF Contract Number 2023-0377, With Stansell Electric Company Inc. For The Construction Of The ITS Infrastructure Expansion Project For An Amount Not To Exceed \$744,325
WS 11/26/24

Sponsors: Paul Holzen, Adam Moser

13. Consideration Of COF Contract No. 2025-0035, A Professional Services Agreement With Rummel, Klepper & Kahl, LLP (RK&K) For The Final Design Of Liberty Pike & Mallory Lane Intersection Improvements At A Cost Of \$579,500

Sponsors: Paul Holzen, Jonathan Marston, William Banks

14. Consideration Of Amendment 2 To COF Contract 2022-0264, With Civil & Environmental Consultants, Inc. For Liberty Hills Pond Stream Restoration

Sponsors: Paul Holzen, Jeff Willoughby

15. Consideration Of Amendment 3 To COF Contract No. 2019-0097, With The Tennessee Department Of Transportation For The SR-96 (Murfreesboro Road) Traffic Signal Improvement Project
CIC 10/24/24, 3-0

Sponsors: Paul Holzen, Adam Moser

16. Discussion Concerning The Intersection Of Mack Hatcher Parkway And Liberty Pike And The Intersection Of Liberty Pike And Jordan Road

Sponsors: Paul Holzen

17. Capital Projects Dashboard And Status Updates For February 2025

Sponsors: Paul Holzen, Jonathan Marston

OTHER BUSINESS

ADJOURN

Anyone needing accommodations due to disabilities please contact the ADA Coordinator at 615-791-3277 at least 24 hours prior to the meeting.



Meeting Minutes

Capital Investment Committee

Thursday, January 23, 2025

3:30 PM

Board Room

CALL TO ORDER

Chair Brandy Blanton called the meeting to order at 03:30 PM

Board Members Present: Brandy Blanton, Matt Brown, Beverly Burger, Greg Caesar

Board Members Absent: None

Staff Present: Eric Stuckey, Mark Hilty, Cayce Anderson

SETTING OF THE AGENDA

1. **Consideration Of Changes In Agenda And Setting The Agenda**
 - i. **Discussion Of Removal Of Items From Consent/Changes Not Requiring A Vote**
 - ii. **Proposed Changes To The Agenda**
 - iii. **Approval Of Agenda As Submitted Or Changed**

Sponsors:

A motion was made by Alderman Matt Brown, seconded by Alderman Greg Caesar to Approve the Agenda as Submitted. The motion Passed 4-0.

CITIZEN COMMENTS (Open for citizens to be heard on any issue or concern, including those related to items on the agenda. Please submit a Speaker Card at the beginning of the meeting if you would like to address the Board/Commission. If you would like to speak on an agenda item, the Chair will hold your comment until the public comment period associated with the item. As provided by law, Boards/Commissions shall make no decisions or consideration of action of citizen comments for items not on the agenda, except to refer the matter to the City Administrator/Staff for administrative consideration, or to a schedule the matter for consideration at a later date. Those addressing the Board/Commission are requested to come to the microphone and identify themselves by name and address for the official record. The Chair may restrict the period for public comment, including the length of the public comment period, the number of individuals who can speak and the length of time each individual may speak. When time allows, the standard individual public comment time is two minutes.)

Comments on agenda items may be made in person at City Hall or by emailing recorder@franklintn.gov before noon on the day of the meeting. Comments will be submitted for the record.

APPROVAL OF MINUTES

2. **Consideration Of Approval Of Minutes**
October 24, 2024 Capital Investment Committee Meeting

Sponsors:

A motion was made by Alderman Matt Brown, seconded by Alderman Greg Caesar to Approve the Minutes. The motion Passed 4-0.

NEW BUSINESS

3. Election Of Chair And Vice Chair, Effective 2025**Sponsors:**

A motion was made by Alderman Beverly Burger, seconded by Alderman Matt Brown to Nominate Greg Caesar As Chair. The motion Passed 4-0.

A motion was made by Alderman Matt Brown, seconded by Alderman Brandy Blanton to Nominate Beverly Burger As Vice Chair. The motion Passed 4-0.

4. Consideration Of Ordinance 2024-46, An Ordinance To Reduce The Speed Limit On Horton Lane From Carters Creek Pike To Boyd Mill Avenue To Thirty-Five Miles Per Hour (35 MPH)**Sponsors:** Paul Holzen, Adam Moser

A motion was made by Alderman Brandy Blanton, seconded by Alderman Beverly Burger to Recommend Approval to the Board of Mayor and Aldermen. The motion Passed 4-0.

5. Consideration Of Resolution 2024-114, A Resolution Declaring Certain Right-Of-Way Located On Liberty Hills Drive As Surplus**Sponsors:** Paul Holzen

A motion was made by Alderman Matt Brown, seconded by Alderman Brandy Blanton to Recommend Approval to the Board of Mayor and Aldermen the Resolution. The motion Passed 4-0.

6. Consideration Of DRAFT Resolution 2025-02, A Resolution To Award The Construction Contract (COF Contract No. 2024-0297) For The "Lewisburg Pike At Donelson Creek Parkway Traffic Signal" (COF Project No. 2024-0010) To Stansell Electric Company, Inc. With A Bid Amount Of \$566,016.10**Sponsors:** Paul Holzen, Adam Moser

A motion was made by Alderman Greg Caesar, seconded by Alderman Brandy Blanton to Recommend Approval to the Board of Mayor and Aldermen the Resolution. The motion Passed 4-0.

7. Consideration Of Amendment 2 To COF Contract No. 2019-0155, With The Tennessee Department Of Transportation For The Harlinsdale Farm Multi-Use Path And Bridge Project (PIN 12663.00) To Extend The Project Completion Deadline To May 31, 2025**Sponsors:** Paul Holzen, David Hodnett

A motion was made by Alderman Beverly Burger, seconded by Alderman Matt Brown to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.

8. Consideration Of DRAFT Amendment 5 To COF Contract No. 2019-0376, With Barge Design Solutions, Inc. For The Design Of The Bicentennial Park Project At A Lump Sum Cost Increase Of \$30,000**Sponsors:** Paul Holzen, Shahad Abdulrahman

A motion was made by Alderman Beverly Burger, seconded by Alderman Brandy Blanton to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.

9. **Consideration Of Change Order 3 To COF Contract No. 2022-0116, With Stansell Electric Co, Inc For SR-96 (Murfreesboro Road) Traffic Signal Improvements (TDOT PIN 127913.00) For A Contract Time Increase Of 64 Days**

Sponsors: Adam Moser

A motion was made by Alderman Beverly Burger, seconded by Alderman Matt Brown to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.

10. **Consideration Of COF Contract No. 2024-0361, With Alfred Benesch & Company For The Mack Hatcher Parkway Shared-Use Path Extension Project**

Sponsors: Paul Holzen

A motion was made by Alderman Beverly Burger, seconded by Alderman Matt Brown to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.

11. **Consideration Of DRAFT COF Contract No. 2025-0014, With Middle Tennessee Electric Membership Corporation For A Relocation Agreement For The Del Rio Pike Sidewalk Project At An Estimated Cost Of \$66,458.51**

Sponsors: Paul Holzen, Dustin Walcott

A motion was made by Alderman Brandy Blanton, seconded by Alderman Matt Brown to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.

12. **Consideration Of COF Contract No. 2024-0357, With C&T Engineering And Inspection, LLC, For Harpeth River Stream Monitoring And Data Management**

Sponsors: Michelle Hatcher

A motion was made by Alderman Matt Brown, seconded by Alderman Brandy Blanton to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.

13. **Consideration Of Change Order 2 To COF Contract No. 2022-0310, With Insituform Technologies For Sanitary Sewer Main Lining Rehabilitation Contract For An Increase To The Contract In The Amount Of \$39,132.25**

Sponsors: Michelle Hatcher, Brian Goodwin, Patricia McNeese

A motion was made by Alderman Matt Brown, seconded by Alderman Beverly Burger to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.

14. **Capital Projects Dashboard And Status Updates For January 2025**

Sponsors: Paul Holzen, Jonathan Marston

The item was acknowledged.

OTHER BUSINESS

ADJOURN

A motion was made by Alderman Brandy Blanton, seconded by Alderman Beverly Burger to Adjourn the Meeting. The motion Passed 4-0.

Meeting Adjourned @ 4:07 PM

Greg Caesar, Chair

DRAFT Minutes Prepared by Cayce Anderson, Deputy City Recorder, City Administrator's Office - 1/24/25, 9:29 AM



City of Franklin

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

File #: 21-0190

DATE: February 12, 2025
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:
Consideration To Grant Sewer Availability For 103 Beechlawn Drive (Map 106H, Parcel 06300)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for approval of a request for sewer availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 1/6/2025.
SFUE's Requested: 1.
Domestic Water Meter Size(s): $\frac{3}{4}$ ".

This property is located outside the City limits, in the Ellington Park subdivision west of I-65 and north of Old Peytonsville Road. The property owners want to connect their existing single-family home to City sewer. The Henpeck Interceptor runs along the back of the adjacent property, and when that interceptor was constructed, a service was extended from the other property across the creek to serve the subject property at 103 Beechlawn Drive.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the availability be recommended for approval by the Board of Mayor and Aldermen contingent on:

- The applicant signing (and having recorded) the City's standard annexation agreement
- The applicant signing (and having recorded) the City's standard availability agreement



Request for Water and/or Sewer Availability & Associated Costs

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

Type of Availability Requested:		CHECK ALL THAT APPLY: ☐ Water ☒ Sewer	
Project Name & Subdivision, Section, Lot #		NA, Ellington Park	
Map & Parcel(s) #		106 H "C" 63.00	
Property Address:		103 Beechlawn Dr. Franklin TN, 37064	
City Project # (If Applicable)			
# of Dwelling Units (If Residential)		1 existing house	
Applicant's Name & Company		James: Dana Ringstaff N/A	
Applicant's Address		103 Beechlawn Dr. Franklin TN, 37064	
Applicant's Email & Phone #		Gnir@comcast.net 615-626-3817	
Anticipated Water Meter Size(s) (see chart on pg. 3).		3/4"	
Water District:		City of Franklin	
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet -pg.4 350			
use additional sheets as necessary			
Anticipated sewage flows: Information Required for Sewer Service			
If County is requiring this request please indicate if you are requesting an approval or denial:		☐ DENY my Request ☐ APPROVE my request *approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*	

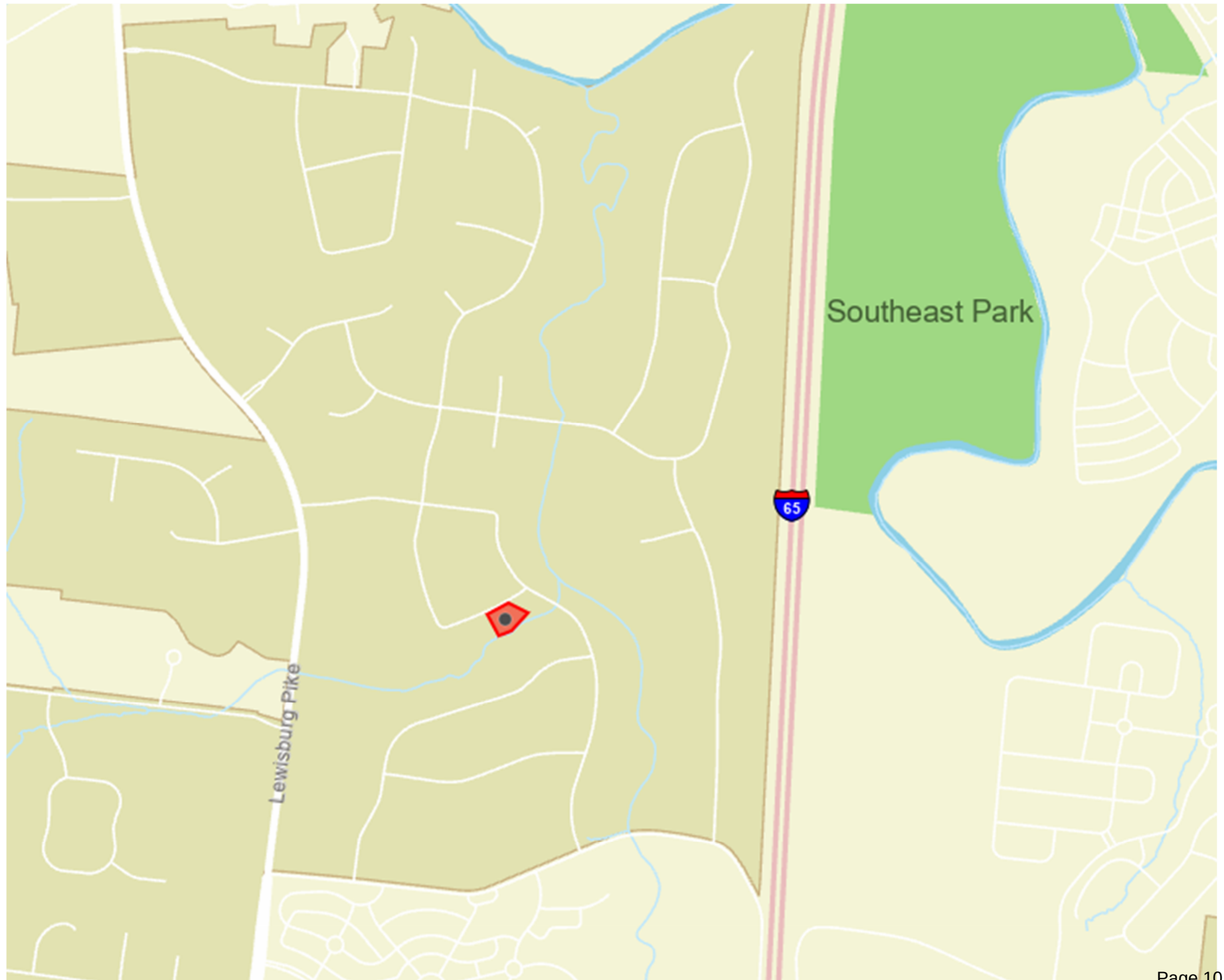
MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: availability@franklintn.gov

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

Date Submitted: 1-6-25

LOCATOR MAP



LOCATOR MAP (Aerial view)



Neighborhood View





File #: 21-0192

DATE: February 12, 2025
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:
Consideration To Grant Sewer Availability For An Unaddressed Property On Hillsboro Road

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for approval of a request for sewer availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 2/12/2025.
SFUE's Requested: 1.
Domestic Water Meter Size(s): $\frac{3}{4}$ ".

This property is located outside the City limits and outside the Urban Growth Boundary, bordered by Spencer Creek Road on the east, Spencer Creek Pass on the south, and Hillsboro Road on the west. The Board of Mayor and Aldermen granted water and sewer service to the Property in 2011 with the condition that the availability was for only one single-family home. Minutes of that discussion are included with this item. A Declaration of Restriction stating such was also required to be recorded against the property. This document is also included with this item.

The applicants are looking to construct a large single-family home with a projected flow of 1,500 gallons per day (GPD) or 4.3 single-family unit equivalents (SFUE). As the original availability was for one single-family home and one single-family home's demand is defined in municipal code as 350 GPD, this availability is presented as a request for 4.3 SFUE but still only allowing for the construction of one single-family home per the previously mentioned Declaration of Restriction.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that sewer availability be recommended for approval by the Board of Mayor and Aldermen based upon the above stated conditions.

14. Consideration of the Request for Water and Sanitary Sewer Availability for 296 Hillsboro Road

David Parker, City Engineer/CIP Executive

Alderman McLendon moved to approve the sanitary sewer availability request for 296 Hillsboro Road, with comment. Seconded by Alderman Burger.

David Parker commented the Capital Investment Committee voted 2-1 to recommend the Board proceed with the availability with the condition there be only one single unit connection. After consulting with the City Attorney, it was determined a deed restriction would be the proper way to assure any future requests would come before the Board.

Alderman McLendon moved to amend the motion to approve the request for sanitary sewer to require, as a condition of approval, a deed restriction modifiable only by joint consent of the property owner and the City of Franklin, to restrict connection to one single-family residence any improvements upon the property. Seconded by Alderman Burger.

Alderman McLendon said the intent of joint consent with the City and the property owner is to limit development to one single-family home. The property is in a gateway to the community and is across the street from an established PUD.

Alderman Martin said she did not support the request or the amendment because this property would never be annexed into the City because it is not in the UGB.

Motion to Amend carried 4-3 with Aldermen McLendon, Burger, Barnhill, and Petersen voting in favor and Aldermen Martin, Skinner and Bransford voting against.

There was lengthy discussion on the pros and cons and what-ifs. It will be up to the property owner if he wants to pursue sanitary sewer availability with the deed restriction requirement.

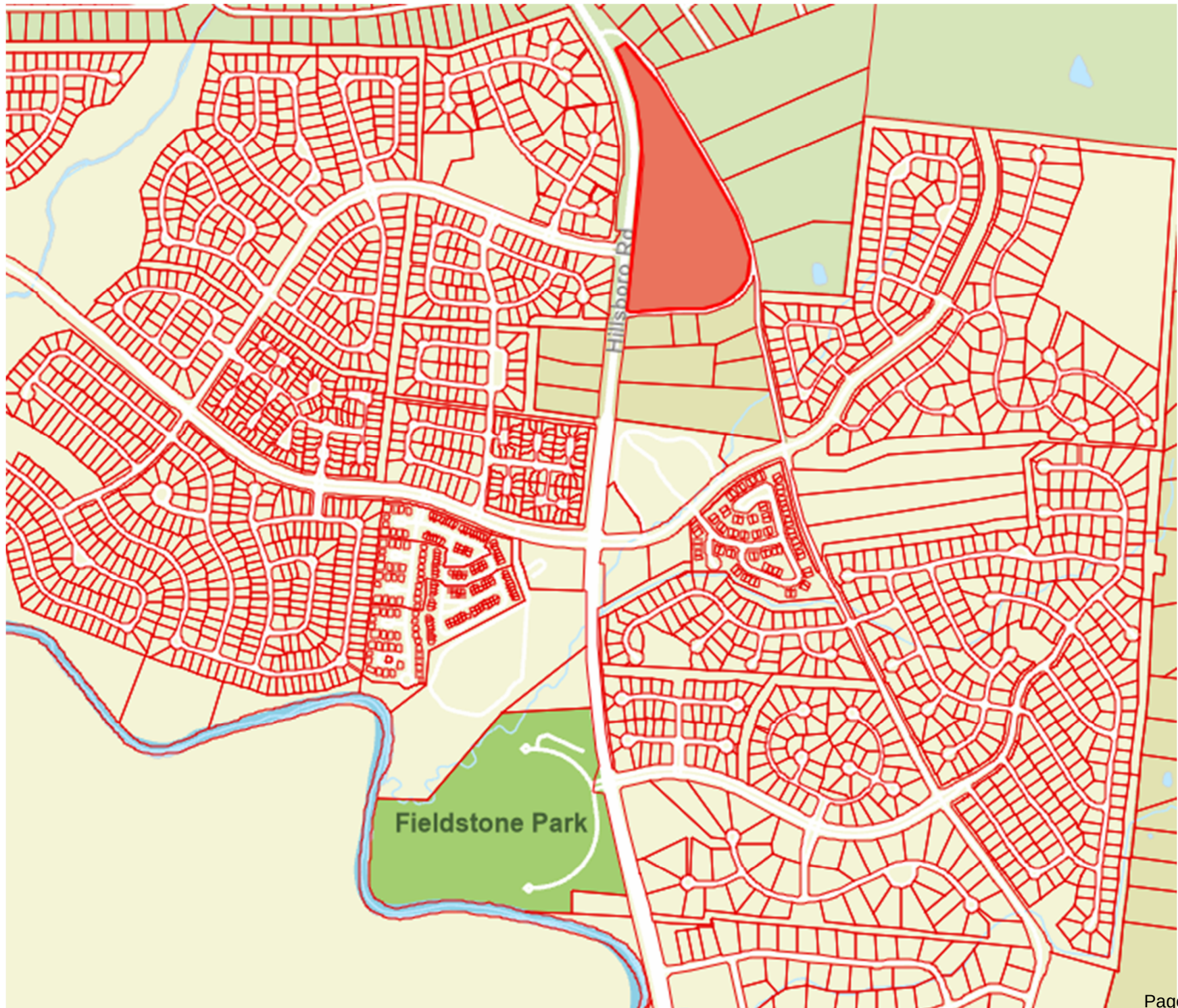
Main Motion as Amended carried 5-2 with Aldermen Martin and Skinner voting against.

15. Consideration of the Utility Relocation Contract with the Tennessee Department of Transportation (TDOT Contract No. 7698; PIN 101454.01-00) for the Franklin Water Main Relocations for the Mack Hatcher Parkway Extension Northwest Quadrant Project (COF Contract No. 2011-0051)

David Parker, City Engineer/CIP Executive

Alderman McLendon moved to approve the Contract with TDOT. Seconded by Alderman Burger. Motion carried unanimously.

LOCATOR MAP



LOCATOR MAP (Aerial view)



Neighborhood View



Prepared By:
 SMPR Title Agency, Inc.
 50 Chapel Street
 Albany, New York 12207

Pick Up

DECLARATION OF RESTRICTION

THIS DECLARATION OF RESTRICTION is made as of this 26 of June, 2023 by **VW LLC**, a Montana limited liability company ("Declarant") having an address of 3738 Harrison Avenue, Butte, Montana 59701.

RECITALS

- A. Declarant is the owner of property on the east side of Hillsboro Road (State Route 106) at the intersection with Spencer Creek Road in Williamson County, Tennessee and identified as Map 52 Parcel 16 on the property tax maps of Williamson County, Tennessee ("Property").
- B. On or about April 26, 2011, the City of Franklin approved servicing and providing water and sewer service to the Property conditioned upon the execution and filing of a deed restriction limiting such service on the Property to a single-family home ("Approval").
- C. Declarant desires to develop the Property with the construction of a home for his family ("Home").
- D. This Declaration is intended to satisfy the requirements of the Approval.

NOW THEREFORE in consideration of the foregoing recitals and intending to be legally bound Declarant hereby declares and agrees as follows:

1. The Property shall be restricted to the development of the Home.
2. This restriction shall not be amended without the written consent of both the City of Franklin and the owner of the Property.
3. This restriction is intended to run with the land and be binding upon the Declarant, its successors, assignees, and grantees.

IN WITNESS WHEREOF, whereof this Declaration has been executed by the duly authorized representatives of the undersigned as of the day and year first above set forth.

VW LLC

Vincent M. Wolanin
 By: Vincent M. Wolanin Member

CITY OF FRANKLIN

[Signature]
 Mayor

BK: 9288 PG: 539-540

23019256

2 PGS:AL-RESTRICTIONS

941195

07/07/2023 - 11:24 AM

BATCH 941195

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 10.00

DP FEE 2.00

REGISTER'S FEE 0.00

TOTAL AMOUNT 12.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

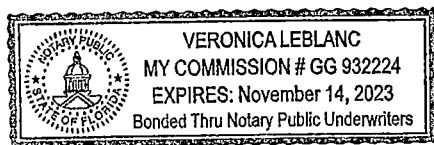
SHERRY ANDERSON

REGISTER OF DEEDS

STATE OF FLORIDA)
COUNTY OF LEE)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Vincent M. Wolanin, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Fort Myers, Florida, this 26 day of June, 2023.



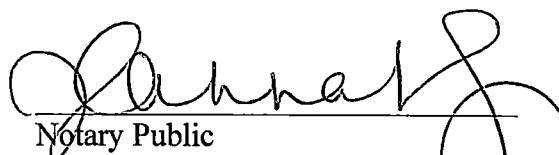

Notary Public

My Commission Expires: Nov 14, 2023

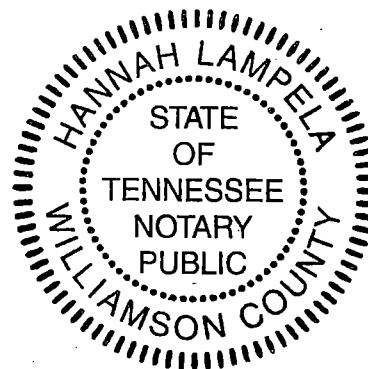
STATE OF TENNESSEE)
COUNTY OF Williamson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ken Moore, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Franklin, Tennessee, this 3 day of July, 2023.


Notary Public

My Commission Expires: 1/14/2026





City of Franklin

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

File #: 21-081

DATE: January 15, 2025
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2020-0299, With Cedar Ridge Landfill, Inc. For Biosolid Sludge Disposal For A Not-To-Exceed Amount of \$480,000.00.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a contract amendment to the Cedar Ridge Landfill for continuation of biosolids landfill disposal.

BACKGROUND/STAFF COMMENTS:

When the Water Reclamation Facility was constructed and the City began operations of the solids facility, the thermal hydrolysis process creates a Class A biosolid that can be used for beneficial reuse. It has taken a bit longer to optimize the facility regarding the gas production, polymer dosage, and operability of the thermal hydrolysis system. During this time, the Department has researched ways in which beneficial reuse may be an option, but has not acted on a procurement while optimization was still occurring.

This contract will extend landfill services while the details for a solicitation are finalized for the remainder of the year.

FINANCIAL IMPACT:

The maximum amount of this contract amendment is for \$480,000.00 for the remainder of the year. However, that cost is not anticipated to be met in full due to the reduced amount of solids produced from the facility, but provides a backup in case the operability of the equipment changes unexpectedly.

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2020-0299 be recommended for approval by the Board of Mayor and Aldermen.

AMENDMENT NO. 1 TO PROCUREMENT AGREEMENT

COF Contract No. 2020-0299

This AMENDMENT NO. 1 to PROCUREMENT AGREEMENT (the “Amendment”) ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE (the “City”) and CEDAR RIDGE LANDFILL, INC., a wholly owned subsidiary of Waste Management, Inc. of Tennessee, is effective as of this _____ day of _____, 20____.

RECITALS:

WHEREAS, the City and Cedar Ridge Landfill, Inc. entered into an agreement (COF Contract No. 2020-0299) executed December 9, 2020 (the “Agreement”); and

WHEREAS, the purpose of the Agreement was for sanitary landfill disposal of biosolid sludge; and

WHEREAS, the parties desire to amend the Agreement to extend the term and account for rate increases; and

WHEREAS, the City and Cedar Ridge Landfill, Inc. desire to amend the Agreement as set forth herein.

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

1. The Agreement is hereby amended and restated as follows:
2. Term. The Term of the Agreement is hereby amended for one (1) year, expiring on December 31, 2025.
3. The parties agree that the referenced Exhibit A in Section 10 (b.) of the Agreement is hereby deleted in its entirety and replaced by a new Exhibit A attached to this Amendment, which is incorporated by this reference. As set forth therein, the parties agree, among other things, to a new rate of Sixty and No/100 Dollars per ton (\$60.00/ton) for the disposal of biosolids transported from the Franklin Water Reclamation Facility. The parties agree that the maximum tonnage of eight thousand (8,000) tons to be transported throughout the 2025 calendar year (January 1, 2025 through December 31, 2025).
4. Waiver. Neither party’s failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.
7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.
8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.
10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.
11. Counterparts. This Amendment may be executed in multiple counterpart copies and by facsimile or emailed signatures, each and all of which will be deemed an original.
12. All other provisions of the Agreement, executed December 9, 2020, are unchanged and remain in full force and effect.

[Remainder of page left intentionally blank]

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to Procurement Agreement (COF Contract No. 2020-0299) to be executed by their duly authorized representatives to be effective as of the date indicated above.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____

Dr. Ken Moore, Mayor

Date: _____

ATTEST:

By: _____

Angie Skarp, City Recorder

Date: _____

APPROVED AS TO FORM BY:

J. Blake Harper, Staff Attorney

CEDAR RIDGE LANDFILL, INC.:

By: _____

Print Name & Title: _____

Date: _____



File #: 21-0160

DATE: February 6, 2025
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of COF Contract No. 2024-0384, With CDM Smith For Sanitary Sewer System Model Assistance For The Goose Creek Basin Sewer Planning For \$84,500

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2024-0384 With CDM Smith For The Sanitary Sewer System Model Assistance For The Goose Creek Basin Sewer Planning.

BACKGROUND/STAFF COMMENTS:

The Water Management Department is working through updating the masterplanning efforts for the sewer basins within the City. During the last calendar year, the City proceeded with the Maye's Creek basin, and this year, as indicated in the Department's operating budget, the Goose Creek basin will be evaluated for existing capacity and growth capabilities.

This study is anticipated to provide preliminary sanitary sewer basin cost estimates, layouts of the collection system, potential pump and force main alignments, estimates of conveyance sizes, analysis of potential conflicts and implementation challenges, and flow estimates for future planning horizons.

FINANCIAL IMPACT:

The cost of this contract is \$84,500.00 and will not be exceeded without written consent from the Water Management Department. The cost of this study is budgeted half in the sewer operations fund (431-82560-52212) and half from the collection of impact fees.

RECOMMENDATION:

Staff recommends that COF Contract NO. 2024-0384 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2024-0384**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **CDM SMITH** 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:

**SANITARY SEWER SYSTEM MODEL ASSISTANCE GOOSE CREEK
BASIN PLANNING**

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services and /or construction engineering and inspection services, and/or survey services/ and or appraisal services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the not to exceed amount of Eighty-Four Thousand Five Hundred and No/100 Dollars (\$84,500.00).

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 202__.**

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

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

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

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

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

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

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

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

ARTICLE 8. INSURANCE.

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

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

ARTICLE 9. PAYMENT.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.
- 10.5 **IRAN DIVESTMENT ACT** By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any

subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

- 10.6 NON-BOYCOTT OF ISRAEL Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

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.

CDM SMITH

BY:  _____
Consultant's Signature
Print Name: Aaron Rogge _____
Title: Client Service Leader _____
Date: 1/22/2025 _____

CITY OF FRANKLIN, TENNESSEE

BY: _____
Dr. Ken Moore
Mayor
Date: _____

ATTEST:

BY: _____
Angie Skarp
City Recorder
Date: _____

Approved as to Form:

J. Blake Harper, Staff Attorney



210 25th Avenue North
Suite 1102
Nashville, TN 37203
tel: 615-320-3161

October 15, 2024

Brian Goodwin, PE
Assistant Director of Water Management
City of Franklin
124 Lumber Drive
Franklin, Tennessee 37064

Subject: Sanitary Sewer System Model Assistance
Goose Creek Basin Planning

Dear Mr. Goodwin:

CDM Smith has been pleased to support the City of Franklin on the Phase II Sanitary Sewer System Model Assistance to date and appreciates the opportunity to continue to support the City collection system planning and expansion into the future. As requested, CDM Smith (herein called Engineer) is submitting the following scope of work to provide continuing services for the Sanitary Sewer System Model. The scope of services for the work shall be as described herein.

Scope of Work

Engineer will provide support to the City for the following items:

Engineer will develop a planning-level sanitary sewer basin study for the Goose Creek drainage basin within and adjacent to the City of Franklin. This plan will include sanitary sewer layouts, potential pump and force main alignments, estimates of conveyance sizes, an analysis of potential conflicts and implementation challenges, and flow estimates for future planning horizons. Deliverables will include a technical memorandum, maps and GIS files, CAD profiles of the proposed routings, and an EPA-SWMM model of the proposed system. The model can be used as a baseline for the application of engineer's Capacity Analysis Tool (CAT), which is useful for estimating the impacts of development on sanitary sewer flow and the overall capacity of the collection system. Additional support for the CAT's implementation and updates is covered under an active on-call contract that the City maintains with CDM Smith and Trinnex.

Services:

Project Management: CDM Smith will perform standard project management services for this contract, including staff management, budget tracking, invoicing and quality reviews of



deliverables. Project management will also include a kickoff meeting and up to 3 virtual progress meetings with City staff.

Data Gathering and Analysis: The data required to compile the plan will be collected and modified as needed. Publicly available datasets such as LiDAR, wetlands, and soil data will be collected and processed. Datasets such as parcels, UGB boundaries, and utility/transportation data will be provided by the City. Available planning documents such as Envision Franklin and its amendments, previous master plans, and technical documents related to flow development will be reviewed. Parcels with anticipated development will be identified and routing for future flows from these parcels will be determined. This task is anticipated to begin as soon as a Notice to Proceed is provided and will take approximately one month.

Flow Development: Flow factors will be developed based on previous plans and industry standards. Future flows will be estimated for all parcels anticipated to be tributary to Goose Creek at near-future time horizons of ten- and twenty-year periods as well as at a buildout scenario.

Routing Study: A high-level conveyance network for the Goose Creek basin will be developed based on topography, proximity to streams/wetlands, and easement availability. Sizing of conveyances will be based on slope, anticipated development flows, and existing development. Pump station locations and force main routings required to deliver interim flow to the existing system will be provided. This task is anticipated to begin during the data analysis phase and will take approximately two months. A review meeting will be held with the City following the development of the network and flows. Deliverables will include GIS layers and a SWMM model with flows applied based on the previous subtask.

Profile Generation: Future conveyance profiles generated in the Network Routing sub-task will be exported to CAD and provided in a series of up to 35 plan and profile drawings at the appropriate scale based on interceptor extents. Drawings will be referenced to local features including but not limited to roads, streams, and structures. Deliverables will include digital CAD files of the proposed interceptors.

Plan Development: Methodology, findings, and recommendations will be compiled into a technical memorandum. The memorandum will include estimates of lengths and sizes for conveyance in the basin and will include alternatives for regional pump stations and force main configurations. The impact of flow routing on the current and proposed future system will be assessed. A meeting with the City will be held prior to draft TM delivery. The draft TM is subject to a 4 week review period by the City prior to finalization. This task is anticipated to



Goose Creek Basin Planning
October 15, 2024
Page 3

begin concurrent with the routing study and take three months from the completion of the model network. Figures related to the plan will be provided.

Schedule

Based on the time frame of the proposed tasks, the project is anticipated to be completed by the end of March 2025. Deliverables and reviews will be coordinated with City staff.

Billing

CDM Smith will bill the project on a monthly basis on a time and materials basis, according to the attached billing rate table. For each monthly invoice, CDM Smith will submit a monthly progress report and update on project status and deliverables. Billing Rate escalation may be requested on an annual basis; the escalation of the billing rates shall never exceed 3% per category, per year.

The following table includes an estimate of total hours and costs for each of the proposed tasks. The total not-to-exceed upper limit of this amendment is \$84,500.

Task Name	Hours	Cost
Project Management	40	\$8,120
Data Gathering	60	\$8,800
Flow Development	46	\$7,680
Routing Study	135	\$20,700
Profile Development	146	\$24,660
Plan Development	90	\$14,540
Total	517	\$84,500



Goose Creek Basin Planning

October 15, 2024

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Thank you again for this opportunity to work with you and the City of Franklin staff on this project. Please feel free to call Aaron or I if you have any questions or concerns.

Sincerely,

David Mason, PE, PMP
Project Manager

Enclosure

cc: Aaron Rogge, CDM Smith

CDM Smith Labor Billing Rates:

Project Billing Rates	
Officer	\$260
Project Manager	\$250
Senior Technical Specialist	\$260
Technical Specialist	\$250
Senior Engineer/Scientist	\$220
Engineer/Scientist VII	\$200
Engineer/Scientist VI	\$180
Engineer/Scientist V	\$170
Engineer/Scientist IV	\$160
Engineer/Scientist III	\$145
Engineer/Scientist II	\$130
Engineer/Scientist I	\$120
Junior Engineer	\$110
Project Accounting	\$105
Administrative	\$105



File #: 21-0166

DATE: February 7, 2025
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of COF Contract No. 2025-0036, With Hazen & Sawyer For On-Call Hydraulic Water Modeling Assistance For A Not-To-Exceed Amount of \$50,000.00

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning CON 2025-0036 Proposal for On-Call Hydraulic Water.

BACKGROUND/STAFF COMMENTS:

This contract includes on-call water modeling support and analysis for tasks identified by Water Management Department (WMD) staff. Hazen has completed the creation and calibration of the hydraulic water model. As situations arise where additional analysis is needed to determine short- or long-term corrections, this contract will allow for additional model run scenarios to be run to address those concerns.

Periodically, as the WMD schedules capital projects, the main sizes scheduled for replacement will be determined during design, and this contract would take current data for use in determining those sizes.

Any tasks administered under this contract will be directed by WMD.

FINANCIAL IMPACT:

This contract is for a not-to-exceed amount of \$50,000.00 and is included in the WMD distribution operating budget (421-82560-52102).

RECOMMENDATION:

Staff recommends that COF Contract No. 2025-0036 be recommended to the Board of Mayor and Aldermen for approval.



Hazen and Sawyer
545 Mainstream Drive, Suite 320
Nashville, TN 37228 • 615.783.1515

February 3, 2025

Mrs. Michelle Hatcher, P.E.
Director
City of Franklin – Water Management Department
124 Lumber Drive
Franklin, TN, 37064

Re: Proposal for On-Call Hydraulic Water Modeling Assistance

Dear Michelle:

Hazen and Sawyer (Hazen) submits this proposal for your consideration to provide hydraulic modeling support services for the recently updated drinking water system hydraulic model. Under this proposal, Hazen will provide on-call water modeling support services. For each modeling task identified by the Water Management Department (WMD), Hazen will utilize the model and work with WMD to provide requested modeling results. Each task order will be governed by a budget, schedule and scope as mutually agreed upon by WMD and Hazen. The types of assistance provided will include:

- Evaluating existing capacity within the distribution system (e.g. fire flows, pumps, water mains) at specific locations
- Evaluating different operational scenarios (e.g. changes in setpoints of pumps, closing/opening valves, etc.) at specific locations
- Updates to model including changes in connectivity, pump definitions, and demands
- Water model training for WMD staff
- Field visits to assist with verifying WMD asset information in the model

Schedule and Fee

A budget of \$50,000 is recommended as a not-to-exceed fee. Work will only be performed after a task-specific scope of work and fee is developed and authorization is provided by WMD. Labor for each task order will be billed in accordance with a rate schedule based on job classification. Expenses will be billed directly without markup.

Please contact me if you have any questions or wish to further discuss our proposal. As always, we appreciate the opportunity to work with the City of Franklin.

Sincerely,

Ryan Dean
Associate

Job no

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2025-0036**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and ~~INSERT CONSULTANT NAME~~ **HAZEN AND SAWYER** 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:

INSERT PROJECT NAME AND DESCRIPTION**PROPOSAL FOR ON-CALL
HYDRAULIC WATER MODELING ASSISTANCE**

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical services and /or construction engineering and inspection services, and/or survey services/ and or appraisal services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of (~~enter contract amount in words~~ **fifty thousand dollars and zero cents**) (~~\$enter contract amount in figures~~ **50,000.00**).

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 202__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

ARTICLE 8. INSURANCE.

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

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

ARTICLE 9. PAYMENT.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.
- 10.5 **IRAN DIVESTMENT ACT** By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any

subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

- 10.6 **NON-BOYCOTT OF ISRAEL** Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

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.

['External Party'format UPPER]

CITY OF FRANKLIN, TENNESSEE

BY: _____

Consultant's Signature

TITLE: _____

Date: _____

BY: _____

Dr. Ken Moore

Mayor

Date: _____

ATTEST:

BY: _____

Angie Skarp

City Recorder

Date: _____

Approved as to Form:

J. Blake Harper, Staff Attorney



File #: 21-089

DATE: January 16, 2025
TO: Capital Investment Committee
FROM: Lisa Clayton, Director of Parks
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of COF Contract No. 2025-0019, With Ford Colletta, LLC For Parkland Impact Fee And Construction Agreement For Colletta Park PUD Subdivision
N/A

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Parkland Impact Fee and Construction Agreement for Colletta Park PUD Subdivision.

BACKGROUND/STAFF COMMENTS:

The owner is in the process of developing in Parkland Quadrant 2 of the City, consisting of 261 dwelling units on the property known as Colletta Park PUD Subdivision. The owner intends to develop or cause the development of appurtenances and parkland amenities ("Parkland Project") consisting of a private pool, all as more particularly shown and described on Exhibit A.

FINANCIAL IMPACT:

Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City's Parkland Dedication Ordinance: Ordinance 2016-25 and Franklin Municipal Code § 25-405 ("Ordinance"). The Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00) per dwelling unit. The total Parkland Impact Fee for the Owner is One Million One Hundred Twenty-Three Thousand Three Hundred Forty-Four And No/100 Dollars (\$1,123,344.00). The owner is eligible for fifty percent (50%) parkland reimbursement for private amenities, while twenty-five percent (25%) will be applied to Quadrant 2.

RECOMMENDATION:

Staff recommends that COF Contract No. 2025-0019 be recommended to the Board of Mayor and Aldermen for approval.

**PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT
FOR PRIVATE USE BETWEEN THE CITY OF FRANKLIN AND
FORD COLLETTA, LLC
CONTRACT NO. 2025-0019**

This PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT (“Agreement”), made and entered into this _____ day of _____ 20__ by and between THE CITY OF FRANKLIN, TENNESSEE (“City”) and FORD COLLETTA, LLC, developer of that certain land known as Colletta Park PUD Subdivision in Williamson County, Tennessee, as more particularly described in Exhibit A attached hereto (“Owner”) pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code.

WITNESSETH:

WHEREAS, Owner is in the process of developing Williamson County Property Tax Assessor’s Map 089 Parcel 089---05500, 089---04100, 079M-B02800 (“Development Project”), located in Parkland Quadrant 2 of the City, consisting of two hundred sixty-one (261) dwelling units on the property known as Colletta Park PUD Subdivision; and

WHEREAS, Owner intends to develop or cause the development of appurtenances and parkland amenities (“Parkland Project”) consisting of a private pool, as more particularly shown and described on Exhibit A; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City’s Parkland Dedication Ordinance: Ordinance 2016-25 and Franklin Municipal Code § 25-405 (“Ordinance”); and

WHEREAS, the Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00) per dwelling unit; and

WHEREAS, the total Parkland Impact Fee for Owner is One Million One Hundred Twenty Three Thousand Three Hundred Forty-Four And No/100 Dollars(\$1,123,344.00) ; and

WHEREAS, Owner shall pay twenty-five percent (25%) of the Total Parkland Impact Fee obligation at the recording of the first final plat or the issuance of the first building permit when a plat is not required for any property that includes a structure with dwelling units, and the remaining seventy-five percent (75%) shall be paid per permit in the pro-rated amount of Three Thousand Two Hundred Twenty-Eight and 00/100 (\$3,228.00) until such time the total obligation has been satisfied. The twenty-five percent (25%) final fee payment and the pro-rated per dwelling unit payment shall only apply to phased platted developments. If the total number of dwelling units is equal to twelve (12) units or less, the total Parkland Impact Fee shall be paid up front. **For all developments platting together fees shall be paid in full.**

WHEREAS, Owner has requested to offset a portion of the costs of construction of these improvements against any Parkland Impact Fees due from the Development Project. The estimated amount of such eligible costs, and the potential offset, was determined by the Parks Department Director, or designee, on January 16, 2025, to be Five Hundred Sixty One Thousand Six Hundred Seventy-Two and No/100 Dollars (\$561,672.00); and

WHEREAS, Owner has agreed to construct the Public Parkland Project as illustrated on Exhibits A and B and described in detail below for the future enjoyment of the public free of charge, subject to the terms and conditions set forth herein; and

WHEREAS, the Parkland Project as illustrated in Exhibits A and B shall undergo further design and development which may change the size and location of the amenities as currently shown. However, the Projects shall not be altered in any way that modifies the nature and type of use as contemplated in this Agreement as of the date hereof, without the express prior written consent of the City (which shall not be unreasonably withheld, conditioned, or delayed).

NOW, THEREFORE, in consideration of the terms, conditions, and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

I. AGREEMENT FOR PARKLAND CONSTRUCTION AND DEDICATION

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Owner agrees to and has attached all pertinent exhibits to this contract prior to the first submittal of this Agreement to the City for review. Owner further understands that failure to provide all pertinent exhibits prior to the first submittal of this Agreement for review will result in a delay in the agreement approval process.
3. Owner agrees to provide the City of Franklin with a Certificate of Liability Insurance evidencing General Liability insurance at One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) aggregate limits that shall reflect the City of Franklin as Certificate Holder. Owner shall provide this Certificate of Liability Insurance prior to the signing of this agreement and shall provide an updated Certificate of Liability Insurance as General Liability insurance renews or changes throughout the term of this Agreement.
4. The total estimated cost of land and/or easement dedication, design, and the cost of labor, equipment, supplies, and materials used to construct the Projects is Six Hundred Thirty Two Thousand Five Hundred and No/100 Dollars (\$632,500.00), as more particularly described in Exhibit B, and the estimated total offset to Owner is Five Hundred Sixty One Thousand Six Hundred Seventy-Two and No/100 Dollars (\$561,672.00) upon submittal and approval of supporting documentation. Costs for the Private Project shall be valued at fifty percent (50%) of the total costs. The following costs are specifically excluded and not eligible for an offset: fiscal cost, including interest on money borrowed to finance the construction, cost for utility relocations, and other improvements that benefit the development.
5. As provided in Title 25, Chapter 4 of the Franklin Municipal Code, the eligible offset does not exceed the total Parkland Impact Fees due for the Development Project.
6. Owner shall be responsible for the location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way. There shall be no offsets or reimbursement for relocation or protecting public utilities.
7. All improvements, uses, and activities shall comply with the policies established by the City of Franklin Zoning Ordinance and Municipal Code and with the terms and

conditions of this agreement.

8. Upon Completion, and prior to acceptance, of the Parkland Project improvements, Owner shall provide reasonable documentation for all such costs and provide notarized release of liens.
9. Naming Rights. The policy of the City is to reserve naming or renaming of City assets to those circumstances which tradition and practice have shown to best serve the interest of the City and assure a worthy and enduring legacy for the City.
10. Organized Events. If an event requires a Special Event Permit, Owner or the sponsoring entity must obtain the permit from the City prior to the event occurring on the Parkland Project area.
11. Final as-built plans shall be submitted immediately following completion of construction activities. If the project is developed in phases, as-built plans for each phase shall be submitted once the work is complete in that phase. Acceptance of Parkland dedication and construction projects will not be issued until satisfactory as-built plans have been approved by the Parks Department Director and the City Engineer. All aspects of the project that have been affected by construction shall be verified and appear on the as-built plans. This would include, but is not limited to the following items:
 - All property lines and easements
 - New and Existing structures (include restrooms, playground equipment, trail/multi-use paths, trail heads, pavilions, pools, etc.)
 - Location of all “as-built” work with station and offsets
 - Height and location of all fences, walls, screens, trees, and hedges over 42” tall
 - All commercial driveways, paved areas, and required parking spaces
 - All concealed components with station and offsets (include known buried cables, utilities, drainage structures, etc.)
 - All utilities
 - File formats shall be in a *.PDF along with either *.DWG, *.DXF, *.DGN, or AutoDACA14
 - Two paper sets

*Note: on all sheets referencing the Tennessee State Plane Coordination System, Zone 5301, Fipszone 4100; NAD 83 datum.

Concealed components will require documented proof to be submitted with the as-built plans in the form of a certified construction log that has been generated by the design engineer. As-built plans are required to be endorsed by a Tennessee registered professional engineer and or a registered land surveyor.
12. In the case of emergency situations where an unplanned disturbance of the trees, landscaping, and/or the Parkland Project occurs due to natural disaster, The City will perform emergency infrastructure repairs or conduct a public safety/emergency response. The City will minimize the disturbance to the extent feasible and will act swiftly for the purposes of public health, safety, and welfare. The City will bring the site back to substantially similar condition as soon as practicable, subject to budgetary constraints, other priorities that serve the public health, safety, and welfare, seasonal limitations for replacement or planting, and weather delays.

13. The Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.
14. This Agreement is non-transferable to the successors or assigns of Owner unless the successor assumes the same obligations of Owner in writing. Any assignment, in whole or in part, shall be provided to the City within fifteen (15) days after the transfer of the Development Project and must be approved by the City's Board of Mayor and Aldermen.
15. Owner shall exercise the rights, privileges, and permission granted herein at Owner's own risk. Owner shall not claim any damages from the City for any injuries or damages, including death, due to the exercise of such rights, privileges, or permission or the condition or use of the non-exclusive, all-access public easement. Owner shall indemnify and hold harmless the City, its Mayor, Aldermen, officers, employees, officials, and agents, from and against all claims, actual damages, actual losses, and actual out-of-pocket expenses, including reasonable attorney's fees for outside counsel and costs, arising out of, resulting from, or in any way connected with the failure of Owner to comply with any of the provisions herein or with the City's direction to remove and/or maintain any trees, landscaping, or portions of the Parkland Project depicted in Exhibits A and B. The City shall not be liable to Owner should Owner's use of the property be hindered or disturbed. The City will not be liable to Owner for any reason not specifically stated herein.
16. The City and Owner agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
17. 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 for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
18. Notices. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

City of Franklin
Attn: Mark Hilty, ACA
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305

In the case of Owner:

Ford Colletta, LLC
Attn: Mike Ford
554 Franklin Road, STE 300
Franklin, TN 37069

19. This agreement shall be recorded with the Williamson County Register of Deeds with a copy maintained in the City Recorder's office in City Hall, 109 Third Avenue South, Franklin, TN 37064. Upon completion of this agreement, the City agrees to cover the costs and responsibility associated with recording this Agreement.
20. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.
21. Personal Liability. No member, Mayor, Alderman, official, or employee of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Owner or successor or on any obligations hereunder.
22. Warranties /Limitation of Liability/Waiver. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Owner to limit its liability shall be void and unenforceable. The City, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et. seq., for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Contractor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
23. Severability. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

IN WITNESS WHEREOF the said parties have hereunto set their signatures, on this day and date first above written.

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Angie Skarp, City Recorder

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, _____, a Notary Public of said State and County, personally appeared, Dr. Ken Moore and Angie Skarp, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and where, upon oath, Dr. Ken Moore acknowledged himself to be Mayor and Angie Skarp acknowledged herself to be the City Recorder of the City of Franklin, Tennessee, and that as such, being authorized to do so, have executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
J. Blake Harper
Staff Attorney

OWNER: Ford Colletta, LLC

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
)
COUNTY OF _____)

On _____, before me, _____,
Notary Public, personally appeared _____ who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

Exhibit A -
Neighborhood
Clubhouse

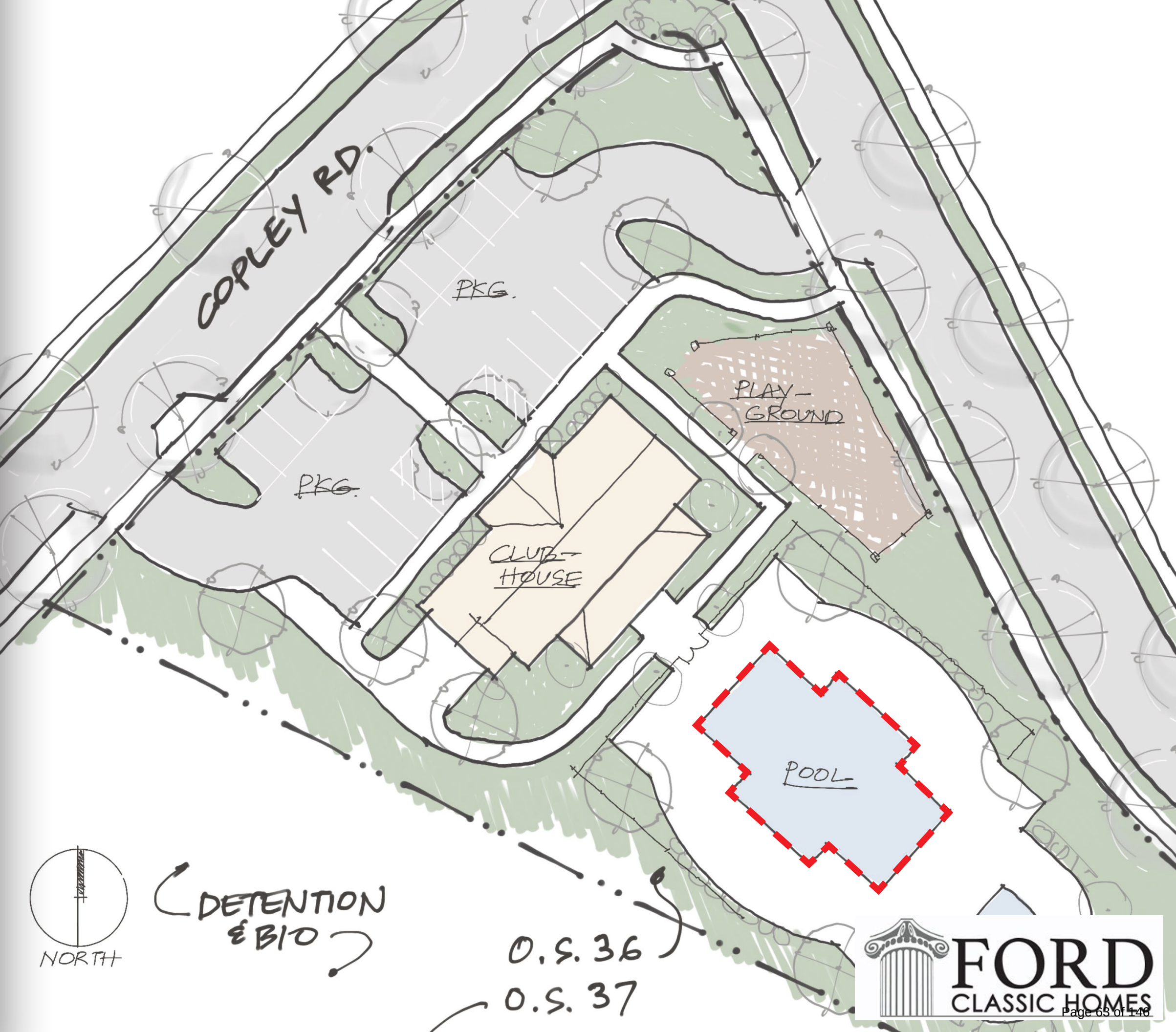


EXHIBIT B

Colletta Park Parkland Dedication

Description		Quantity	Units	Cost/Unit	Impact Fee	
Proposed Units		261	Units	\$4,304.00	\$1,123,344.00	
25% Parkland Fee Payment:					\$280,836.00	
50% Parkland Off Set Eligibility:					\$561,672.00	
Parkland Reimbursement Cost						
Key	Description	Quantity	Notes	Units	Cost/Unit	Total
Design/Planning/Engineering (Professional Services)						
	Landscape Architect Design Fees, Project Constrution Administration Fees, Misc.			1	5% Allowance	\$28,750.00
	Engineering / Architect Design Fees, Project Administration Fees, Misc.			1	5% Allowance	\$28,750.00
Public Parkland, 100% Reimbursement [Public Access, Public Maintained]						
N/A	None Proposed					
Private Parkland, 50% Reimbursement For Construction Cost						
Neighborhood Amenity Construction Cost Offsets						
	Pool				Estimate/Allowance	\$575,000.00
					Total Private Parkland Design Cost:	\$57,500.00
					Total Private Parkland Cost (Design + Construction):	\$632,500.00
Parkland Offset Summary						
Total Parkland Impact Fees						\$1,123,344.00
Maximum Parkland Offset Eligibility (Max 50% of Total Parkland Impact Fee):						\$561,672.00
Total Proposed Parkland Expenditure						\$632,500.00
Maximum Eligible Reimbursement						\$561,672.00



City of Franklin

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

File #: 21-03

DATE: January 3, 2025
TO: Capital Investment Committee
FROM: Lisa Clayton, Director of Parks
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of COF Contract No. 2025-0001, With Southvale, LLC For Parkland Impact Fee And Construction Agreement For Southvale
N/A

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Parkland Impact Fee and Construction Agreement for Southvale.

BACKGROUND/STAFF COMMENTS:

The owner is in the process of developing Williamson County Property ("Development Project"), located in Parkland Quadrant 2 of the City, consisting of 450 dwelling units on the property known as Southvale. The Owner intends to develop or cause the development of appurtenances and parkland amenities ("Parkland Project") consisting of Pool/Equipment, Pool Deck and Splash Pad, all as more particularly shown and described on Exhibit A. The Owner had a previous Parkland and Impact Fee (Fees Only) Agreement Contract No. 2021-0067 for this project that was executed on June 11, 2021, and with current contract requested Fees and Construction Agreement. The owner has paid a portion of the fees of Seven Hundred Forty-One Thousand Three Hundred Sixty-Four And No/100 Dollars (\$741,364.00).

FINANCIAL IMPACT:

Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City's Parkland Dedication Ordinance: Ordinance 2016-25 and Franklin Municipal Code § 25-405 ("Ordinance"). The Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00) per dwelling unit. The total Parkland Impact Fee for Owner is One Million Nine Hundred Thirty Six Eight and No/100 Dollars (\$1,936,800.00). The owner is eligible for an offset of fifty percent (50%) of the total, which will be applied to private amenities. Twenty-five percent (25%) will be allocated to Quadrant 2.

RECOMMENDATION:

Staff recommends that COF Contract No. 2025-0001 be recommended to the Board of Mayor and Aldermen for approval.

**PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT
FOR PRIVATE USE BETWEEN THE CITY OF FRANKLIN AND
SOUTHVALE, LLC
CONTRACT NO. 2025-0001**

This PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT (“Agreement”), made and entered into this ____ day of _____ 20__ by and between THE CITY OF FRANKLIN, TENNESSEE (“City”) and Southvale, LLC, developer of that certain land known as Southvale in Williamson County, Tennessee, as more particularly described in Exhibit A attached hereto (“Owner”) pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code.

WITNESSETH:

WHEREAS, Owner is in the process of developing Williamson County Property Map # 117Parcel # 117---01400 located in Parkland Quadrant #2of the City, consisting of four hundred fifty (450) dwelling units on the property known as Southvale; and

WHEREAS, Owner intends to develop or cause the development of appurtenances and parkland amenities (“Parkland Project”) consisting of Pool/Equipment, Pool Deck and Splash Pad, all as more particularly shown and described on Exhibit A; and

WHEREAS, the Owner had a previous Parkland and Impact Fee (Fees Only) Agreement (COF Contract No. 2021-0067) for this project that was executed on June 11, 2021. Based upon the project’s progress has requested to execute a Fees and Construction Agreement with the City; and

WHEREAS, the Owner has currently paid Seven Hundred Forty-One Thousand Three Hundred Sixty-Four And No/100 Dollars (\$741,364.00) owed and still owes (\$1,195,436.00) ; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City’s Parkland Dedication Ordinance: Ordinance 2016-25 and Franklin Municipal Code § 25-405 (“Ordinance”); and

WHEREAS, the Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00) per dwelling unit; and

WHEREAS, the total Parkland Impact Fee for Owner is One Million Nine Hundred Thirty Six Thousand Eight Hundred and No/100 Dollars (\$1,936,800.00); and

WHEREAS, Owner shall pay twenty-five percent (25%) of the Total Parkland Impact Fee obligation at the recording of the first final plat or the issuance of the first building permit when a plat is not required for any property that includes a structure with dwelling units, and the remaining seventy-five percent (75%) shall be paid per permit in the pro-rated amount of Three Thousand Two Hundred Twenty-Eight and 00/100 (\$3,228.00) until such time the total obligation has been satisfied. The twenty-five percent (25%) final fee payment and the pro-rated per dwelling unit payment shall only apply to phased platted developments. If the total number of dwelling units is equal to twelve (12) units or less, the total Parkland Impact Fee shall be paid up front. **For all developments platting together fees shall be paid in full.**

WHEREAS, Owner has requested to offset a portion of the costs of construction of these improvements against any Parkland Impact Fees due from the Development Project. The estimated amount of such eligible costs, and the potential offset, was determined by the Parks Department Director,

or designee, on January 3, 2025, to be Nine Hundred Sixty-Eight Thousand Four Hundred and No/100 Dollars(\$968,400.00); and

WHEREAS, Owner has agreed to construct the Public Parkland Project as illustrated on Exhibits A and B and described in detail below for the future enjoyment of the public free of charge, subject to the terms and conditions set forth herein; and

WHEREAS, the Parkland Project as illustrated in Exhibits A and B shall undergo further design and development which may change the size and location of the amenities as currently shown. However, the Projects shall not be altered in any way that modifies the nature and type of use as contemplated in this Agreement as of the date hereof, without the express prior written consent of the City (which shall not be unreasonably withheld, conditioned, or delayed).

NOW, THEREFORE, in consideration of the terms, conditions, and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

I. AGREEMENT FOR PARKLAND CONSTRUCTION AND DEDICATION

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Owner agrees to and has attached all pertinent exhibits to this contract prior to the first submittal of this Agreement to the City for review. Owner further understands that failure to provide all pertinent exhibits prior to the first submittal of this Agreement for review will result in a delay in the agreement approval process.
3. Owner agrees to provide the City of Franklin with a Certificate of Liability Insurance evidencing General Liability insurance at One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) aggregate limits that shall reflect the City of Franklin as Certificate Holder. Owner shall provide this Certificate of Liability Insurance prior to the signing of this agreement and shall provide an updated Certificate of Liability Insurance as General Liability insurance renews or changes throughout the term of this Agreement.
4. The total estimated cost of land and/or easement dedication, design, and the cost of labor, equipment, supplies, and materials used to construct the Projects is Nine Hundred Ninety Thousand and No/100 Dollars(\$990,000.00), as more particularly described in Exhibit B, and the estimated total offset to Owner is Nine Hundred Sixty Eight Thousand Four Hundred and No/100 Dollars(\$968,400.00) upon submittal and approval of supporting documentation. The following costs are specifically excluded and not eligible for an offset: fiscal cost, including interest on money borrowed to finance the construction, cost for utility relocations, and other improvements that benefit the development.
5. As provided in Title 25, Chapter 4 of the Franklin Municipal Code, the eligible offset does not exceed the total Parkland Impact Fees due for the Development Project.
6. Owner shall be responsible for the location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way. There shall be no offsets or reimbursement for relocation or protecting public utilities.
7. All improvements, uses, and activities shall comply with the policies established by the

City of Franklin Zoning Ordinance and Municipal Code and with the terms and conditions of this agreement.

8. Upon Completion, and prior to acceptance, of the Parkland Project improvements, Owner shall provide reasonable documentation for all such costs and provide notarized release of liens.
9. Naming Rights. The policy of the City is to reserve naming or renaming of City assets to those circumstances which tradition and practice have shown to best serve the interest of the City and assure a worthy and enduring legacy for the City.
10. Organized Events. If an event requires a Special Event Permit, Owner or the sponsoring entity must obtain the permit from the City prior to the event occurring on the Parkland Project area.
11. Final as-built plans shall be submitted immediately following completion of construction activities. If the project is developed in phases, as-built plans for each phase shall be submitted once the work is complete in that phase. Acceptance of Parkland dedication and construction projects will not be issued until satisfactory as-built plans have been approved by the Parks Department Director and the City Engineer. All aspects of the project that have been affected by construction shall be verified and appear on the as-built plans. This would include, but is not limited to the following items:
 - All property lines and easements
 - New and Existing structures (include restrooms, playground equipment, trail/multi-use paths, trail heads, pavilions, pools, etc.)
 - Location of all “as-built” work with station and offsets
 - Height and location of all fences, walls, screens, trees, and hedges over 42” tall
 - All commercial driveways, paved areas, and required parking spaces
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 - All utilities
 - File formats shall be in a *.PDF along with either *.DWG, *.DXF, *.DGN, or AutoDACC14
 - Two paper sets

*Note: on all sheets referencing the Tennessee State Plane Coordination System, Zone 5301, Fipszone 4100; NAD 83 datum.

Concealed components will require documented proof to be submitted with the as-built plans in the form of a certified construction log that has been generated by the design engineer. As-built plans are required to be endorsed by a Tennessee registered professional engineer and or a registered land surveyor.

12. In the case of emergency situations where an unplanned disturbance of the trees, landscaping, and/or the Parkland Project occurs due to natural disaster, The City will perform emergency infrastructure repairs or conduct a public safety/emergency response. The City will minimize the disturbance to the extent feasible and will act swiftly for the purposes of public health, safety, and welfare. The City will bring the site back to substantially similar condition as soon as practicable, subject to budgetary constraints, other priorities that serve the public health, safety, and welfare, seasonal

limitations for replacement or planting, and weather delays.

13. The Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.
14. This Agreement is non-transferable to the successors or assigns of Owner unless the successor assumes the same obligations of Owner in writing. Any assignment, in whole or in part, shall be provided to the City within fifteen (15) days after the transfer of the Development Project and must be approved by the City's Board of Mayor and Aldermen.
15. Owner shall exercise the rights, privileges, and permission granted herein at Owner's own risk. Owner shall not claim any damages from the City for any injuries or damages, including death, due to the exercise of such rights, privileges, or permission or the condition or use of the non-exclusive, all-access public easement. Owner shall indemnify and hold harmless the City, its Mayor, Aldermen, officers, employees, officials, and agents, from and against all claims, actual damages, actual losses, and actual out-of-pocket expenses, including reasonable attorney's fees for outside counsel and costs, arising out of, resulting from, or in any way connected with the failure of Owner to comply with any of the provisions herein or with the City's direction to remove and/or maintain any trees, landscaping, or portions of the Parkland Project depicted in Exhibits A and B. The City shall not be liable to Owner should Owner's use of the property be hindered or disturbed. The City will not be liable to Owner for any reason not specifically stated herein.
16. The City and Owner agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
17. 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 for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
18. Notices. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

City of Franklin
Attn: Mark Hilty, ACA
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305

In the case of Owner:

Southvale, LLC
Attn: Mike Ford
554 Franklin Road
Suite 300
Franklin, TN 37069

19. This agreement shall be recorded with the Williamson County Register of Deeds with a copy maintained in the City Recorder's office in City Hall, 109 Third Avenue South, Franklin, TN 37064. Upon completion of this agreement, the City agrees to cover the costs and responsibility associated with recording this Agreement.
20. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

Personal Liability. No member, Mayor, Alderman, official, or employee of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Owner or successor or on any obligations hereunder.
21. Warranties /Limitation of Liability/Waiver. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Owner to limit its liability shall be void and unenforceable. The City, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et. seq., for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Contractor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
22. Severability. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

IN WITNESS WHEREOF the said parties have hereunto set their signatures, on this day and date first above written.

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Angie Skarp, City Recorder

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, _____, a Notary Public of said State and County, personally appeared, Dr. Ken Moore and Angie Skarp, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and where, upon oath, Dr. Ken Moore acknowledged himself to be Mayor and Angie Skarp acknowledged herself to be the City Recorder of the City of Franklin, Tennessee, and that as such, being authorized to do so, have executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
J. Blake Harper
Staff Attorney

Owner: Southvale, LLC

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
)
COUNTY OF _____)

On _____, before me, _____,
Notary Public, personally appeared _____ who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

Exhibit A - Neighborhood Park

- 1. Pool/Equipment
- 2. Pool Deck
- 3. Splash Pad

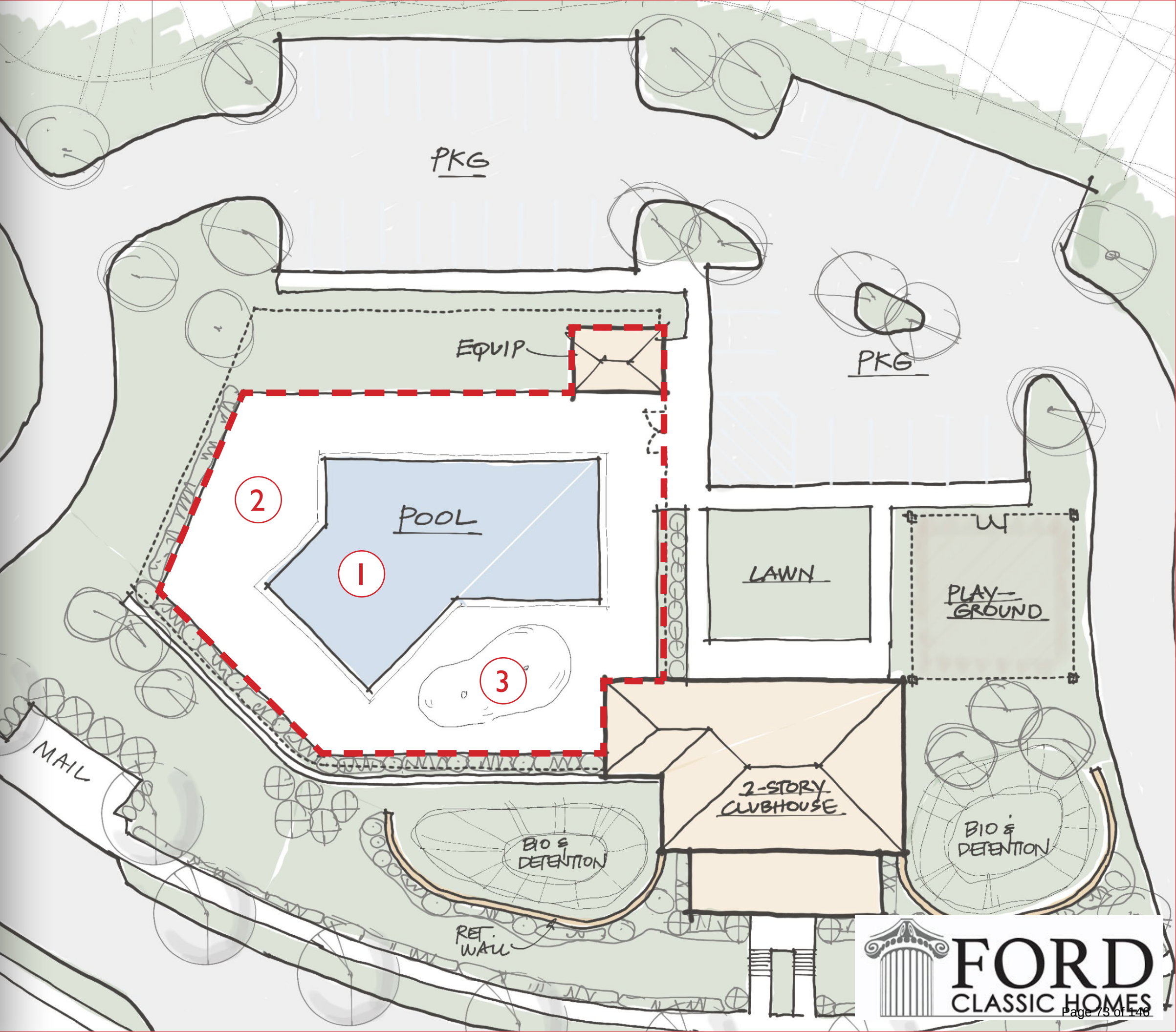


EXHIBIT B

Southvale Parkland Dedication

Description							Quantity	Units	Cost/Unit	Impact Fee	
Proposed Units							450	Units	\$4,304.00	\$1,936,800.00	
25% Parkland Fee Payment:										\$484,200.00	
50% Parkland Off Set Eligibility:										\$968,400.00	
Parkland Reimbursement Cost											
Key	Description						Quantity	Notes	Units	Cost/Unit	Total
Design/Planning/Engineering (Professional Services)											
	Landscape Architect Design Fees, Project Constrution Administration Fees, Misc.								1	5% Allowance	\$45,000.00
	Engineering / Architect Design Fees, Project Administration Fees, Misc.								1	5% Allowance	\$45,000.00
Public Parkland, 100% Reimbursement [Public Access, Public Maintained]											
N/A	None Proposed										
Private Parkland, 50% Reimbursement For Construction Cost											
Neighborhood Amenity Construction Cost Offsets											
	Pool/Equipment									Estimate/Allowance	\$700,000.00
	Splash Pad									Estimate/Allowance	\$75,000.00
	Pool Deck									Estimate/Allowance	\$125,000.00
										Total Design Fees	\$90,000.00
										Total Private Parkland Construction Cost:	\$900,000.00
										Total Private Parkland Cost (Design + Construction):	\$990,000.00
Parkland Offset Summary											
Total Parkland Impact Fees											\$1,936,800.00
Maximum Parkland Offset Eligibility (Max 50% of Total Parkland Impact Fee):											\$968,400.00
Total Proposed Parkland Expenditure											\$990,000.00
Maximum Eligible Reimbursement											\$968,400.00



City of Franklin

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

File #: 21-0118

DATE: January 27, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Consideration Of DRAFT Resolution 2025-16, A Resolution Declaring An Existing Section Of Right-Of-Way Known As South Carothers Road Generally Located East Of Carothers Parkway And North Of Long Point Way As Surplus Property And Authorizing Its Disposal By The City Administrator

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-16.

BACKGROUND/STAFF COMMENTS:

As a condition of the Colletta Park Development, the developer is required to make substantial improvements to S. Carothers Roadway. These improvements include necessary realignment adjustments to enhance safety. The realignment will create a situation where there is excess land adjacent to the newly aligned road. This surplus property is no longer needed by the City of Franklin. In accordance with standard practice and city policy, this excess land will be formally deeded to the adjacent property owner following the successful completion and official relocation of the roadway.

FINANCIAL IMPACT:

No financial impact.

RECOMMENDATION:

Staff recommends that Resolution 2025-16 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2025-16

A RESOLUTION DECLARING AN EXISTING SECTION OF RIGHT-OF-WAY-KNOWN AS SOUTH CAROTHERS ROAD GENERALLY LOCATED EAST OF CAROTHERS PARKWAY AND NORTH OF LONGPOINT WAY AS SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL BY THE CITY ADMINISTRATOR

WHEREAS, the Board of Mayor and Aldermen (BOMA), by approving this resolution, are determining that the existing section of the South Carothers Road right-of-way generally located east of Carothers Parkway and north of Longpoint Way as shown on Exhibit A is of no further feasible use to the City as public right-of-way; and

WHEREAS, the City desires to declare this existing section of the South Carothers Road right-of-way as surplus in order to dedicate it to the adjacent properties, Map # 089 05500 00014089; and

WHEREAS, Staff has determined the value of the right-of-way to be less than \$75,000; and

WHEREAS, Franklin Municipal Code Sec. 5-802(4) allows for the Board of Mayor and Aldermen to sell or dispose of real property, or any interests or rights therein, by waiving the requirements of public advertisement and bid procedure, and proceeding by negotiated contract or by other means that will adequately protect the public interest when the value does not exceed \$75,000.

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

Section I. The right-of-way as shown in attached Exhibit A is hereby declared surplus property. A portion of the right-of-way is encumbered by an exclusive Milcrofton Utility District easement and an Atmos Energy easement. Those shall remain in place after the property is deeded over to the adjacent land owners. The remaining property will be in a public utility, drainage, drainage and access easement.

Section II. The City Administrator is hereby authorized to enter into a negotiated contract to dispose of the right-of-way shown on Exhibit A by returning it to its previous owner in exchange for any funds provided to the owner by the City as part of acquiring such right-of-way.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20__.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

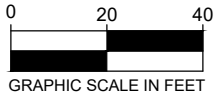
By: _____
William E. Squires
Assistant City Attorney



LEGEND

P.O.B. = POINT OF BEGINNING

IRF = IRON ROD FOUND



LANDS NOW OR FORMERLY OF
PHANIKIRAN T AND ANUSHA YARLAGADDA

PER DB-8752 PG-557 R.O.W.C., TN.
AT 4348 S CAROTHERS ROAD
PARCEL ID: 089 04302 00014089

1/2" IRF WITH CAP, COLLIER
P.O.B. R.O.W. ABANDONMENT 1
P.O.C. R.O.W. ABANDONMENT 2
N: 569538.99
E: 1726384.14

LANDS NOW OR FORMERLY OF
FORD COLLETTA, LLC C/O MIKE
FORD CUSTOM BUILDER, LLC

PER DB.9367-PG.725 R.O.W.C.T.
AT 4350 S CAROTHERS ROAD
PARCEL ID: 089 05500 00014089

P.O.B. R.O.W. ABANDONMENT 2
N: 569494.44
E: 1726477.01

LANDS NOW OR FORMERLY OF
WILMA JUNE ANDERSON TRUST

PER DB-6677 PG-862 R.O.W.C., TN.
AT 4352 S CAROTHERS ROAD
PARCEL ID: 089 04200 00014089

NOTES

1. The bearing system for this survey is based on the Tennessee Coordinate System of 1983.

EXHIBIT FOR R.O.W. ABANDONMENT
CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

SAM BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 2652
10 LEA AVE, SUITE 400
NASHVILLE, TENNESSEE 37210
PH. (615) 564-2701
Sam.Billingsley@kimley-horn.com

Kimley»Horn

Nashville, Tennessee 37210

Tel. No. (615) 564-2701
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1"=40'	KHA	SCB	12/5/2024	118683002	1 OF 4

LINE TABLE		
NO.	BEARING	LENGTH
L1	N44°22'55"E	4.08'
L2	N13°09'26"E	13.08'
L3	N43°54'35"E	5.26'
L4	S36°32'13"W	4.20'
L5	S67°45'42"W	12.36'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	3°06'13"	488.50'	26.46'	N43°46'23"W	26.46'
C2	31°13'29"	30.00'	16.35'	N28°46'10"E	16.15'
C3	30°45'09"	15.00'	8.05'	N28°32'00"E	7.95'
C4	12°45'13"	192.88'	42.93'	S50°53'07"E	42.84'
C5	2°49'10"	486.73'	23.95'	N56°28'06"W	23.95'
C6	9°22'04"	240.10'	39.26'	S70°27'50"E	39.21'
C7	19°13'06"	15.00'	5.03'	S58°09'09"W	5.01'
C8	31°13'29"	25.00'	13.62'	S52°08'57"W	13.46'

EXHIBIT FOR R.O.W. ABANDONMENT
CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

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Kimley»Horn					
Nashville, Tennessee 37210			Tel. No. (615) 564-2701 www.kimley-horn.com		
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1=40	KHA	SCB	12/5/2024	118683002	2 OF 4

LEGAL DESCRIPTION
ROW ABANDONMENT 1

Beginning at a CAPPED 1/2" REBAR FOUND STAMPED COLLIERS having coordinates of **N:569538.99, E:1726384.14**; thence in a southeasterly direction with a non-tangent curve turning to the right with a radius of 240.10 feet, having a chord bearing of **S 70°27'50" E** and a chord distance of **39.21** feet, having a central angle of 9°22'04" and an arc length of 39.26 feet to a point;

Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 15.00 feet, having a chord bearing of **S 58°09'09" W** and a chord distance of **5.01** feet, having a central angle of 19°13'06" and an arc length of 5.03 feet to a point;

Thence with a bearing of **S 67°45'42" W** a distance of **12.36** feet to a point;

Thence in a southwesterly direction with a non-tangent curve turning to the left with a radius of 25.00- feet, having a chord bearing of **S 52°08'57" W** and a chord distance of **13.46** feet, having a central angle of 31°13'29" and an arc length of 13.62 feet to a point;

Thence with a bearing of **S 36°32'13" W** a distance of **4.20** feet to a point;

Thence in a northwesterly direction with a non-tangent curve turning to the left with a radius of 486.73 feet, having a chord bearing of **N 56°28'06" W** and a chord distance of **23.95** feet, having a central angle of 02°49'10" and an arc length of 23.95 feet to a point;

Thence with a bearing of **N 32°07'52" E** a distance of **22.24** feet to the point of beginning containing **770.65** square feet or **0.170** acres.

EXHIBIT FOR R.O.W. ABANDONMENT
CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

SAM BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 2652
10 LEA AVE, SUITE 400
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Sam.Billingsley@kimley-horn.com

Kimley»Horn					
Nashville, Tennessee 37210			Tel. No. (615) 564-2701 www.kimley-horn.com		
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	KHA	SCB	12/5/2024	118683002	3 OF 4

LEGAL DESCRIPTION
ROW ABANDONMENT 2

Point of Commencement

CAPPED REBAR FOUND 1/2" STAMPED COLLIERS having coordinates of **N:569538.99, E:1726384.14**; thence in a southeasterly direction with a non-tangent curve turning to the right with a radius of 240.10 feet, having a chord bearing of **S 65°24'30" E** and a chord distance of **81.60** feet, having a central angle of 19°28'20" and an arc length of 81.21 feet to a REBAR 1/2";

Thence in a southeasterly direction with a non-tangent curve turning to the right with a radius of 188.71 feet, having a chord bearing of **N 60°28'29" W** and a chord distance of **21.85**, having a central angle of 6°38'19" and an arc length of 21.87 feet to a point having a coordinate of **N:569494.44, E:1726477.01** to the true **Point of Beginning**;

Thence in a southeasterly direction with a non-tangent curve turning to the right with a radius of 192.88 feet, having a chord bearing of **S 50°53'07" E** and a chord distance of **42.84** feet, having a central angle of 12°45'13" and an arc length of 42.93 to a point;

Thence with a bearing of **S 47°46'43" W** a distance of **48.60** feet to a point;

Thence in a northwesterly direction with a non-tangent curve turning to the left with a radius of 488.50 feet, having a chord bearing of **N 43°46'23" W** and a chord distance of **26.46** feet, having a central angle of 03°06'13" and an arc length of 26.46 feet to a point;

Thence with a bearing of **N 44°22'55" E** a distance of **4.08** feet to a point;

Thence in a northeasterly direction with a non-tangent curve turning to the left with a radius of 30.00 feet, having a chord bearing of **N 28°46'10"E** and a chord distance of **16.15** feet, having a central angle of 31°13'29" and an arc length of 30.00 feet to a point;

Thence with a bearing of **N 13°09'26" E** a distance of **13.08** feet to a point;

Thence in a northeasterly direction with a non-tangent curve turning to the right with a radius of 15.00 feet, having a chord bearing of **N 28°32'00"E** and a chord distance of **7.95** feet, having a central angle of 30°45'09" and an arc length of 8.05 feet to a point;

Thence with a bearing of **N 43°54'35" E** a distance of **5.26** feet to the point of beginning containing **1615.74** square feet or 0.03 acres.

EXHIBIT FOR R.O.W. ABANDONMENT
CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

SAM BILLINGSLEY
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	KHA	SCB	12/5/2024	118683002	4 OF 4



City of Franklin

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

File #: 21-0128

DATE: January 28, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of Resolution 2025-17, A Resolution Declaring Certain Right-Of-Way Located In An Existing Alley Northwest Of 306 Public Square Drive As Surplus

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-17.

BACKGROUND/STAFF COMMENTS:

Older surveys and legal descriptions often relied on less precise tools compared to modern surveying equipment. As a result, these outdated techniques frequently led to overlaps in property boundaries or gaps of land with no clear title or ownership.

At 306 Public Square, there is a boundary gap between the property and the adjacent public alley. To resolve this issue, staff recommends declaring the property as surplus and executing a quitclaim deed to transfer the land to the property owner at 306 Public Square.

FINANCIAL IMPACT:

There is no financial impact to the City.

RECOMMENDATION:

Staff recommends that Resolution 2025-17 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2025-17

**A RESOLUTION DECLARING CERTAIN RIGHT-OF-WAY LOCATED IN AN EXISTING ALLEY
NORTHWEST OF 306 PUBLIC SQUARE DRIVE AS SURPLUS**

WHEREAS, the Board of Mayor and Aldermen (BOMA) have determined that the existing right-of-way located in an alley northwest of 306 Public Square Drive 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 adjacent property owner; and

WHEREAS, the existing right-of-way would be considered a non-buildable lot and staff has determined the value to be less than \$75,000; 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, the Franklin Municipal Code, Title 5, 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 \$75,000.

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

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that the right-of-way so declared as surplus shall be disposed to the property owner of 306 Public Square as negotiated by the City Engineer and approved by the City Administrator.

IT IS SO RESOLVED AND DONE on this _____ day of _____, 2025.

ATTEST:

CITY OF FRANKLIN, TENNESSE

By: _____

**Angie Skarp
City Recorder**

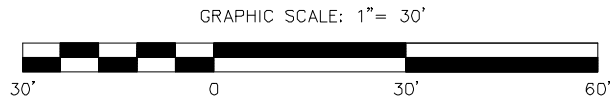
By: _____

**Dr. Ken Moore
Mayor**

Approved as to Form:

By: _____

**William E. Squires
Assistant City Attorney**



PLAT REFERENCE

Subject Property is Lot 116 as shown on the original plan of the Town of Franklin, of record in Plat Book 1, Page 118, Register's Office for Williamson County, Tennessee.

DEED REFERENCE

Being the same property conveyed to Jason J. McConnell by Deed of record in Deed Book 6355, Page 162, Register's Office for Williamson County, Tennessee.

PARCEL INFO:

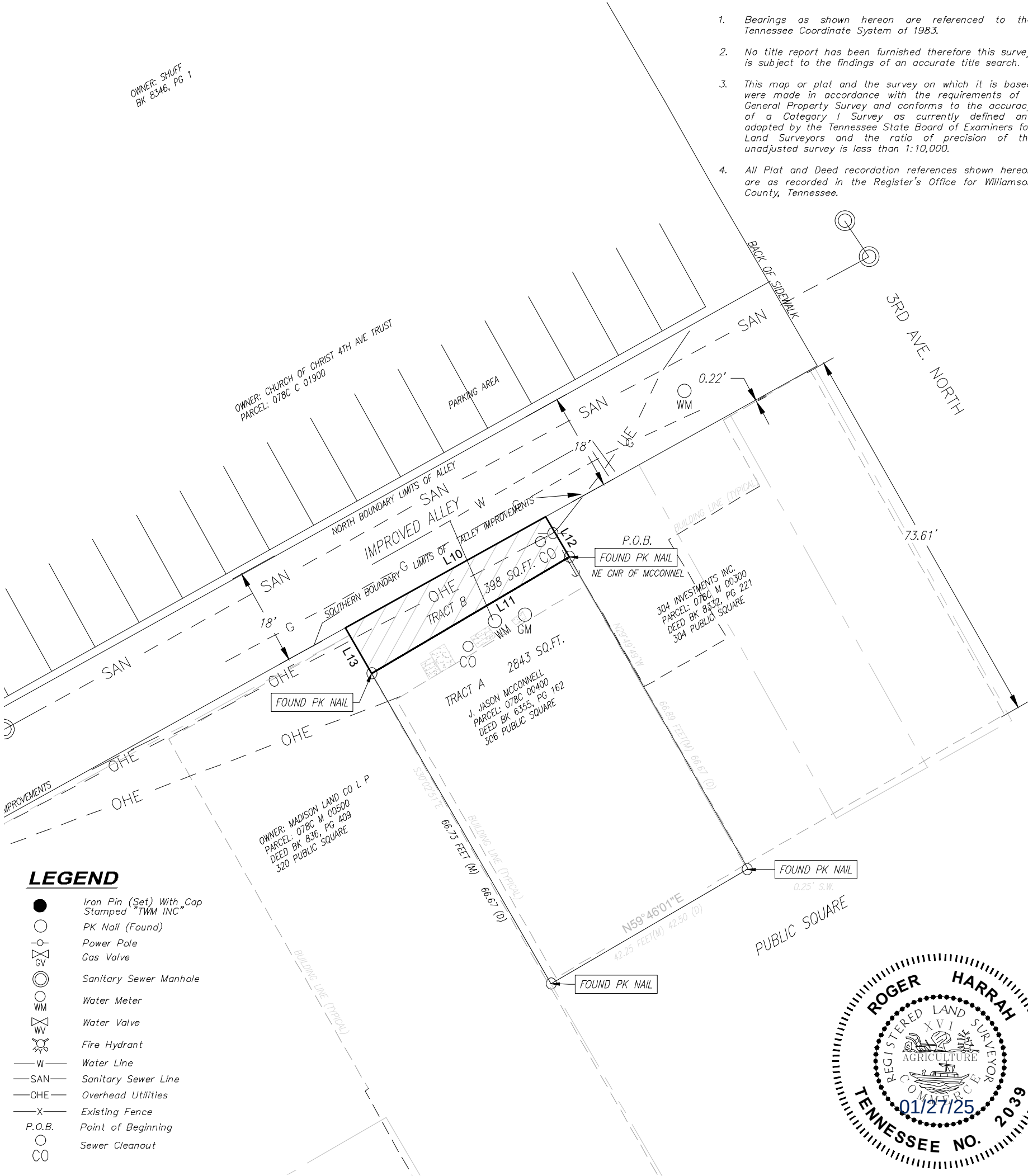
Address: 306 Public Square
Franklin, TN 37064

Zoning: DD (Downtown District)

Parcel ID: 078C M 00400 00009078C

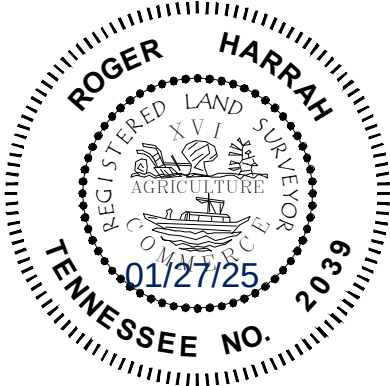
LINE TABLE		
LINE #	DIRECTION	LENGTH (FT)
L10	N61°00'24"E	42.67
L11	S59°33'25"W	42.75
L12	S30°38'23"E	8.77
L13	N30°02'51"W	9.85

- Bearings as shown hereon are referenced to the Tennessee Coordinate System of 1983.
- No title report has been furnished therefore this survey is subject to the findings of an accurate title search.
- This map or plat and the survey on which it is based were made in accordance with the requirements of a General Property Survey and conforms to the accuracy of a Category I Survey as currently defined and adopted by the Tennessee State Board of Examiners for Land Surveyors and the ratio of precision of the unadjusted survey is less than 1:10,000.
- All Plat and Deed recordation references shown hereon are as recorded in the Register's Office for Williamson County, Tennessee.



LEGEND

- Iron Pin (Set) With Cap Stamped "TWM INC"
- PK Nail (Found)
- Power Pole
- Gas Valve
- Sanitary Sewer Manhole
- Water Meter
- Water Valve
- Fire Hydrant
- Water Line
- Sanitary Sewer Line
- Overhead Utilities
- Existing Fence
- P.O.B. Point of Beginning
- Sewer Cleanout



Resolution 2025-17
Exhibit A
PG 1 of 2

390 Mallory Station, Ste. 100
Franklin, TN 37067

(615) 814-7414
rharrah@twm-inc.com

BOUNDARY-ALLEY EXHIBIT

OF
306 PUBLIC SQUARE, FRANKLIN, TENNESSEE

BEING PART OF LOT NO. 116 ON THE ORIGINAL PLAN OF
TOWN OF FRANKLIN, PLAT BOOK 1 PAGE 118
PARCEL DEED AS OF RECORD IN DEED BOOK 6355, PAGE 162

FOR
TECOVAS

DATE OF DRAWING: 01-28-2025

MANAGER: RHH

CADD: RHH

PROJECT NUMBER: 241746

FIELD BOOK NUMBER:

LAST FIELD WORK: 01-10-2025

CREW CHIEF(S): ITH

SCALE: 1"= 30'

SHEET 1 OF 1

Legal Description of "Tract B"

Alley Lands adjacent to

306 Public Square, City of Franklin, TN

A strip of Land in the 9TH Civil District of Williamson County, Tennessee, lying North of and adjacent to the lands of Jason McConnell (Deed Book 6355 page 162), as recorded in the Register's Office for Williamson County, Tennessee (R.O.W.C., TN.) Said strip of land also being West of 3rd Avenue North, near the Public Square in Franklin, and being more particularly described as follows:

Beginning at a found nail at the northeast corner of said McConnell Property, also being along the west line of the 304 Investments Inc. Property (Deed Book 8332, Page 221, R.O.W.C, TN.); Thence leaving said 304 Investments Inc. Property, and with the north line of said McConnell property, S59°33'25"W 42.75 feet to a found nail along the east line of the Madison Land Company LP Property (Deed Book 836, Page 409, R.O.W.C, TN.) . Thence, along said line of Madison Land Company LP Property, N30°02'51"W 9.85 feet to a point along the south line of an Improved Alley; Thence, with said south line of Alley, N61°00'24"E 42.67 feet to a point; Thence, leaving said Alley, S30°38'23"E 8.77 feet to the point of beginning.

CONTAINING 398 SQUARE FEET OF LAND, MORE OR LESS.

BEARINGS BASED ON TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD-83)

PREPARED BY:

ROGER H. HARRAH, RLS 2039

THOUVENOT, WADE, & MOERCHEN, INC.0040



File #: 21-0147

DATE: February 4, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of DRAFT Resolution 2025-10, A Resolution Authorizing The Execution Of COF Contract Number 2023-0377, With Stansell Electric Company Inc. For The Construction Of The ITS Infrastructure Expansion Project For An Amount Not To Exceed \$744,325
WS 11/26/24

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-10

BACKGROUND/STAFF COMMENTS:

In January of 2009, BOMA approved a Surface Transportation Program (STP), now called Surface Transportation Block Grant (STBG) Program, application to the Nashville Area Metropolitan Planning Organization (MPO) for the Franklin ITS Expansion Project. After award of STBG funds for the ITS Expansion project, COF Contract 2011-0129 was approved in September 2011 for the Franklin ITS Infrastructure Expansion Project. The project was divided into the Adaptive Signal Control Technology (ASCT) project, which was completed in 2022 in and around the Cool Springs Galleria mall area, and the ITS Expansion Project, which implements additional fiber optic cabling, five new traffic camera locations, and Advanced Transportation Controllers (ATC) to upgrade of the City's existing traffic signal controllers. After various delays, the ITS Infrastructure Expansion Project is now ready to be awarded for construction. Stansell Electric Company, Inc was the apparent lowest bidder, with TDOT concurrence received.

FINANCIAL IMPACT:

The bid amount is \$744,325.00, which has been checked and approved by the City and TDOT. This construction is funded through the existing Surface Transportation grant funds.

RECOMMENDATION:

Staff recommends that Resolution 2025-10 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2025-10

A RESOLUTION AUTHORIZING THE EXECUTION OF COF CONTRACT No. 2023-0377 WITH STANSELL ELECTRIC COMPANY, INC FOR THE ITS INFRASTRUCTURE EXPANSION PROJECT

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee (“BOMA”) desires to move toward the effective and efficient administration of City business; and

WHEREAS, the City of Franklin has identified the need for expansion of the City’s Intelligent Transportation System (ITS) infrastructure in order to move traffic more safely and efficiently; and

WHEREAS, Stansell Electric Company, Inc has been selected through a competitive low-bid selection process per the Tennessee Department of Transportation (TDOT) Local Programs process as the most qualified and cost-effective provider of such services; and

WHEREAS, the City of Franklin’s Board of Mayor and Aldermen find that it is in the best interest of the City and its residents to enter into a contract with Stansell Electric Company, Inc, pending concurrence by TDOT, to perform these services; and

WHEREAS, funds have been allocated and are available in the Traffic Operations Center (TOC) Engineering budget and through a federal Surface Transportation Program (STP) grant to cover the costs associated with the contract; and

WHEREAS, the contract has been reviewed by the Law Department and found to be in accordance with applicable laws and regulations;

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

Section 1. Pending concurrence by TDOT, The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby authorizes the Mayor to execute a COF Contract No. 2023-0377 with Stansell Electric Company, Inc for the provision of the ITS Infrastructure Expansion Project, as outlined in the attached contract documents, in an amount not to exceed Seven Hundred Forty-Four Thousand Three Hundred Twenty-Five and 00/100 dollars (\$744,325.00)

Section 2. The Mayor is further authorized to take any and all necessary actions to implement and administer the terms of the COF Contract No.2023-0377, including any amendments thereto, provided such amendments do not increase the cost to the City.

Section 3. This resolution shall take effect immediately upon its passage and approval.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 20__.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
J. Blake Harper
Staff Attorney



File #: 21-0167

DATE: February 7, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of COF Contract No. 2025-0035, A Professional Services Agreement With Rummel, Klepper & Kahl, LLP (RK&K) For The Final Design Of Liberty Pike & Mallory Lane Intersection Improvements At A Cost Of \$579,500

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning DRAFT COF Contract No. 2025-0035, a Professional Services Agreement (PSA) with Rummel, Klepper & Kahl, LLP (RK&K) for the Final Design of Liberty Pike & Mallory Lane Intersection Improvements (COF Project 2017-005).

BACKGROUND/STAFF COMMENTS:

On August 13, 2019, the BOMA approved Resolution 2019-68 to adopt the project list for fiscal years (FYs) 2019-2028 Capital Investment Program (CIP), which included the Mallory Lane, North Royal Oaks and Liberty Pike Intersection Project. The project generally includes roadway widening, intersection reconfiguration, sidewalk improvements, and utility relocations.

The previous project consultant team completed the design through draft right-of-way (ROW) plan. However, in order to finalize the design, staff recommends changing the design team to RK&K, an approved on-call design consultant. Staff believes that RK&K's involvement will expedite the completion of the final ROW plans, geotechnical investigations, utility relocation designs and deconfliction, overall design review, development of final ROW exhibits, and preparation of construction bid documents. Additionally, a fresh set of eyes will allow for verification of the proposed project design to ensure optimal function of the intended improvements.

For a detailed scope of services, please refer to Attachment A of the PSA.

FINANCIAL IMPACT:

This PSA with RK&K is a not-to-exceed total cost of \$579,500.00. This total cost includes a base task fee of \$459,500.00 for completion of ROW plans, construction plans, utility review/design, bidding assistance, roundabout peer review, and geotechnical investigations. The PSA also includes a contingency fee of \$120,000.00 if additional design updates are needed (e.g. changes to traffic, traffic control, roadway layout, drainage, roundabout modifications, signing, or landscaping updates). This contingency amount is not expected to be used, but it is in place to address any unforeseen

design issues that may arise, ensuring the project progresses without delays. It will only be authorized if deemed necessary by city staff.

As of May 16, 2024, the expenses to-date for this project total \$723,971.04 and have been billed to the Capital Project Fund (310), which corresponds to a General Ledger (GL) code of 310-89420-43100.

The original design concept, as approved in 2016, as a widened version of the existing signalized intersection had an estimated preliminary total project cost of \$4.44 million, with \$2.70 million estimated for the construction phase. During the preparation of the 2024-2033 CIP documentation for discussion and consideration by the BOMA, staff performed high-level cost estimate updates for previously unapproved and approved, but yet uncompleted projects. The latest estimated preliminary total cost for the current iteration of the Liberty-Mallory project stands at \$21 million, with \$16.8 million estimated for the construction phase.

RECOMMENDATION:

Staff recommends that COF Contract No. 2025-0035 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2025-0035**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **RUMMEL, KLEPPER & KAHL, LLP (RK&K)** 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:

**FINAL DESIGN OF LIBERTY PIKE &
MALLORY LANE INTERSECTION IMPROVEMENTS**

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the total not to exceed amount of FIVE HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$579,500.00).

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 202__.**

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

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

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

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

ARTICLE 8. INSURANCE.

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

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

ARTICLE 9. PAYMENT.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.
- 10.5 **IRAN DIVESTMENT ACT** By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any

subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

- 10.6 NON-BOYCOTT OF ISRAEL Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

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.

RUMMEL, KLEPPER & KAHL, LLP

BY: _____

Consultant's Signature

TITLE: _____

Date: _____

CITY OF FRANKLIN, TENNESSEE

BY: _____

Dr. Ken Moore

Mayor

Date: _____

ATTEST:

BY: _____

Angie Skarp

City Recorder

Date: _____

Approved as to Form:

J. Blake Harper, Staff Attorney

January 07, 2025

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

**SUBJECT: Intersection Upgrades at Mallory Lane/N. Royal Oaks Boulevard and Liberty Pike
Design Reivew at Right-Of Way Stage and Project Development Completion
Revision 1**

Dear Mr. Marston:

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

The scope of work shall include project management; review of current design; geotechnical investigation and engineering, development of design plans and contract documents for the roadway, landscape, permitting, utility coordination, design of underground utilities (water, sewer, gas and electrical); and bidding assistance for the intersection upgrades. A detailed scope of work and proposed fee is attached.

Thank you for the opportunity to provide these services. If you have any questions or comments or require additional information, please contact us at 615.887.1454

Sincerely,



Steven Field, PE
Senior Practice Development Manager

Enclosure: Scope and Fee Estimate

SCOPE OF SERVICES

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

Project Background

RK&K was selected to provide engineering services under an On-Call contract 2024-0147 in 2024 by the City of Franklin. Franklin has requested RK&K to review existing design and plan preparation for the Intersection Improvements at Mallory Lane/North Royal Oaks Blvd and complete project development through construction plan development and bidding assistance. The intersection improvements include roundabouts at Liberty Creek and Mallory Lane and Liberty Creek and Stanwick Drive and tie-in to Liberty Creek and Mallory Lane/North Royal Oaks Blvd. as shown in Exhibit A.

A scoping meeting was held between RK&K and City staff on June 27, 2024. The scope of services provided herein is based on RK&K's project understanding from that meeting, review of provided plans and other project information and subsequent email communication on 8/15/2024 and further discussion on 12/9/2024.

1) Right-of-Way Plans Completion

RK&K will develop final ROW plans based on City provided data (hard copy plans and MicroStation files) and develop required NPDES and ARAP permit applications, including a SWPPP and ROW/easement exhibits and descriptions. During this effort RK&K will evaluate any opportunity to reduce cost, construction complexity and/or schedule.

If during this phase RK&K identifies items that are determined to be missing, require updates, or redesign RK&K will provide a memo for review and discussion with the City that will identify the issue and a scope/fee to complete update/redesign. This may include, but not limited to, changes to alignments, drainage, utilities, and retaining walls, etc.

RK&K requests an identified fee be established as part of the contract for this purpose that can only be accessed with City's approval of a recommended change(s) and associated scope and fee. See **Task B. Design Updates** for recommended amount in case significant changes are required.

2) Construction Plans (90%/100%)

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

Task 3 – Utility Plans

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

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

SCOPE OF SERVICES

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

Task 4 –Construction Phase Services

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

Other Tasks

Roundabout Peer Review

RK&K will contract with Kimley Horn and specifically Mark Lenters to provide peer review of any changes to the current roundabout configurations during Right-of-Way and 90% preparation prior to submittals. The review tasks will address the following design elements:

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

Geotechnical Investigations

RK&K will utilize the services of an established partner, Terracon, to provide geotechnical drilling and lab testing. The work will include traffic control, property access and remediation, and investigations associated with the roadway and retaining walls identified on the project.

Additional Services

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

Task B. Design Updates, if required

Items that may require updates/redesign include, but are not limited to:

- Horizontal alignment and profile grade issues affecting ROW as currently shown in plans
- Changes to typical sections for Liberty Pike, Mallory Lane, and Royal Oaks Blvd that may affect project limits, cross sections, ROW, etc.
- Changes to roundabouts as designed
- Changes to cross drain locations and special ditches including location and sizes
- Changes to closed storm sewer system
- Roadway template, slopes, and retaining walls along with earthwork cut and fill data
- Right-of-way and easements, acquisition table and area to be acquired and any easements needed.
- Additional utility relocations not identified in plans
- Discrepancies between CAD files and hard copy plans
- Changes to Erosion Prevention & Sediment Control
- Signing, Pavement Marking, and traffic Control plans
- Landscaping Plan

SCOPE OF SERVICES

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

1. Complete Right of Way plans		Hrs		Change
Roadway	\$ 25,000	167		
Structures (wall)	\$ 6,000	40		
Geotech (wall, pavement)	\$ 6,000	40		
Traffic	\$ 6,000	40		
Traffic Control	\$ 6,000	40		
EPSC	\$ 5,000	33		
Drainage	\$ 5,000	33	\$ 59,000	\$ (81,000)
2. Construction Plans		Hrs		
Roadway	\$ 84,000	560		
Structures (wall)	\$ 25,000	167		
Geotech (wall, pavement)	\$ 25,000	167		
Traffic	\$ 5,000	33		
Traffic Control	\$ 15,000	100		
EPSC	\$ 10,000	67		
Drainage	\$ 10,000	67	\$ 174,000	\$ (114,000)
3. Utility Review/Design		Hrs		
gas	\$ 35,500	237		
water	\$ 25,000	167		
sewer	\$ 30,000	200		
lighting	\$ 15,000	100		
ITS	\$ 36,000	240	\$ 141,500	\$ -
4. Construction Phase		Hrs		
Bidding assistance	\$ 10,000	67	\$ 10,000	\$ (10,000)
		Total	\$ 384,500	\$ (305,000)
Other Tasks				
Roundabout Peer Review (KH)	\$ 15,000		\$ 15,000	\$ 5,000
Geotechnical Investigation	\$ 60,000.00		\$ 60,000.00	\$ -
		Total	\$ 459,500.00	\$ (300,000)

Task B. Design Updates, if required		Hrs	Total
Traffic	\$ 15,000	100	
Traffic Control	\$ 15,000	100	
Roadway	\$ 40,000	267	
Drainage	\$ 20,000	133	
Roundabouts (RK&K)	\$ 15,000	100	
Signing	\$ 10,000	67	
Landscaping	\$ 5,000	33	\$ 120,000



File #: 21-0148

DATE: February 4, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jeff Willoughby, Stormwater Coordinator

SUBJECT:
Consideration Of Amendment 2 To COF Contract 2022-0264, With Civil & Environmental Consultants, Inc. For Liberty Hills Pond Stream Restoration

PURPOSE:
The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 2 to COF Contract 2022-0264, Professional Services Agreement for Liberty Hills Pond Stream Restoration

BACKGROUND/STAFF COMMENTS:
Over the past several years, City staff met numerous times with the HOA leadership to discuss the cost and problems associated with the existing Liberty Hills Pond located in the subdivision open space. As directed by BOMA, City staff has worked with the HOA to find an agreeable solution and direction forward regarding the retention pond. City staff and the HOA leadership have agreed to partner in the removal of the inline retention pond and convert the pond back to its original stream. The City has contracted with Civil and Environmental Consultants (CEC) to provide design work that will utilize natural stream restoration design components to restore this segment of Ralston Branch. On 6-28-2023, The City entered into Contract 2023-0172 with the State of TN for grant reimbursement funding for project design and construction work. One of our recent invoices for reimbursement was denied for reimbursement as the project work dates were outside the original contract dates. The grant coordinator with the State of TN has requested the City of Franklin, and it's consultant, Civil and Environmental Consultants, Inc (CEC) revise their original contract start date from 1-24-2023 to 8-15-2022 in order for the invoice to be reimbursed by the State of Tn. The staff is thus submitting this contract amendment to revise the start date of Contract 2022-0264 to 8-15-2022.

FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommends that Amendment 2 to COF Contract 2022-0264 be recommended to the Board of Mayor and Aldermen for approval.

AMENDMENT NO. 2 TO COF CONTRACT 2022-0264,
PROFESSIONAL SERVICES AGREEMENT
FOR LIBERTY HILLS POND STREAM RESTORATION

COF Contract No. 2022-0264

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE (the “City”) and Civil & Environmental Consultants Inc. (“CEC” or “Consultant”), as of this _____ day of _____, 20____.

RECITALS:

WHEREAS, the City and CEC entered into an agreement, COF Contract No. 2022-0264, dated January 24, 2023 (the “Agreement”); and

WHEREAS, the purpose of the Agreement was to provide engineering, related technical, and other services for the Liberty Hills Pond Stream Restoration Project; and

WHEREAS, the parties desire to amend the Agreement to change the start date to August 15, 2022 in order to better align with the State of TN ARPA grant reimbursement process; and

WHEREAS, the City and Consultant desire to amend the Agreement as set forth herein.

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

1. The Agreement is hereby amended and restated as follows:
2. The Agreement is hereby amended to change the Project Start Date from January 24, 2023 to August 15, 2022.
3. Waiver. Neither party’s failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
4. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.
5. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.
6. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this

Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

7. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

8. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

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

10. All other provisions of the Agreement, dated January 24, 2023, as well as Amendment No. 1 to COF Contract No. 2022-0264, are unchanged and remain in full force and effect.

(Signature page to follow)

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____

Dr. Ken Moore, Mayor

Date: _____

ATTEST:

By: _____

Angie Skarp, City Recorder

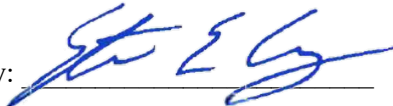
Date: _____

APPROVED AS TO FORM BY:

J. Blake Harper, Staff Attorney

CONSULTANT

CIVIL & ENVIRONMENTAL CONSULTANTS, INC

By:  _____

Print Name & Title: Steven E. Casey

Date: February 4, 2025



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date March 3, 2021	End Date September 30, 2026	Agency Tracking # 32701-05134	Edison ID 75541		
Grantee Legal Entity Name City of Franklin			Edison Vendor ID 0000001552		
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number Grantee's fiscal year end: June 30			
Service Caption (one line only) This is a Non-Collaborative Proposal by the City of Franklin for five (5) wastewater projects and one (1) stormwater project.					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	\$0.00	\$4,679,357.36	\$0.00	\$0.00	\$4,679,357.36
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$0.00	\$4,679,357.36	\$0.00	\$0.00	\$4,679,357.36
Grantee Selection Process Summary					
☐ Competitive Selection					
☒ Non-competitive Selection		The Water Infrastructure Investment Plan (WIIP) addresses the Tennessee Department of Environment and Conservation's (TDEC) deployment of American Rescue Plan (ARP) Fiscal Recovery Fund dollars toward water infrastructure projects. It includes three primary strategies for disbursing ARP funds as part of its water infrastructure investment program: formula-based non-competitive grants to counties and eligible cities; state-initiated strategic projects; and competitive grants to eligible grant applicants. The allocation amount for the formula-based non-competitive grants is \$1 billion. The funding allocation model includes a base allocation, an Ability-to-Pay Index (ATPI) population allocation, and a population allocation. A city or county's total allocation is the sum of the base allocation, population allocation, and ATPI population allocation. TDEC modeled the allocation formula after the U.S. Treasury's allocation for the Coronavirus State and Local Fiscal Recovery Funds program.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <i>Scott Grammer \MKH</i>			CPO USE - GG		
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
CITY OF FRANKLIN**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Franklin, hereinafter referred to as the "Grantee," is for the provision of drinking water, wastewater, or stormwater infrastructure, or any combination of the three types of infrastructure as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001552

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The State's Water Infrastructure Investment Plan describes how the State plans to invest the American Rescue Plan (ARP) fiscal recovery funds allocated to Tennessee for water infrastructure projects. Based on federal guidance, the State has developed a framework for distributing these funds by establishing three water infrastructure types (drinking water, wastewater, and stormwater) and four project award types (investigation and planning; investigation, planning, and design; planning, design, and construction; and construction only).
- A.3. Grantee shall provide services corresponding to the following water infrastructure types as detailed in the Grantee's WIIP non-competitive grant proposal ("grant proposal"), check all that apply:
- ☐ Drinking Water
 - ☒ Wastewater
 - ☒ Stormwater
- A.4. Grantee shall provide services corresponding to the following project award type(s) as detailed in the Grantee's grant proposal (check all that apply):
- ☐ Investigation and Planning
 - ☐ Investigation, Planning, and Design
 - ☒ Planning, Design, and Construction
 - ☐ Construction Only
- A.5. Grantee shall address a minimum of two critical needs for each water infrastructure type represented in the Grantee's grant proposal and as identified in the Grantee's Tennessee Infrastructure Scorecard summary or summaries ("scorecard summary"). Critical needs for each individual water infrastructure system must be addressed according to the critical needs matrix in the State's Non-Competitive Grant Manual. This includes partner, pass-through, and subrecipient systems.
- A.6. Grantee must provide verification to the State of a complete and comprehensive asset management plan (AMP) based on the schedule in the approved application for each water infrastructure system identified in the Grantee's proposal by:

- i. Certifying the AMP meets or exceeds all elements of the AMP standard template posted on the State's website at <https://www.tn.gov/environmental/arp.html>;
 - ii. Providing a copy of the capital improvement plan (sometimes referred to as a business action plan) or the Capital Improvement Needs worksheet from the state AMP template.
- A.7. Grantee shall complete a final Tennessee Infrastructure Scorecard ("Scorecard") and provide the scorecard summary for review and approval according to the approved individual project schedule for each water infrastructure system executing a project under this Grant Contract. The final Scorecard(s) shall:
 - i. Include three years of data from audited financial statements; and
 - ii. Demonstrate that a minimum of two critical needs were addressed to the standard or threshold set in the critical needs matrix, or if two critical needs were not fully met, the Grantee shall provide a justification for any critical needs not resolved.
- A.8. Grantee shall provide all reports required of pass-through entities and subrecipients according to the US Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds to the State in a timely manner as determined by the State.
- A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - i. This Grant Contract document with any attachments or exhibits;
 - ii. Grantee's application packet, which includes the grant proposal, incorporated to elaborate supplementary scope of services specifications; and
 - iii. The State's Non-Competitive Grant Manual as updated on 4/18/2020. The manual can be downloaded at <https://www.tn.gov/environment/arp.html>.
- A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, incorporated in this Grant Contract.
- A.11. The Grantee may submit to the State a written request to amend an individual project schedule, which the State may, but is not required to, approve. The written request to amend the individual project schedule must be submitted to the State no less than 60 days prior to the earliest milestone to be amended. The written request should detail the nature of the delay(s); the amended milestone dates; and any efforts to be implemented to adhere to the amended project schedule. Failure to adhere to the project schedule established or secure an amended project schedule from the State will constitute a breach of this Grant Contract and may result in loss of all or part of the grant award.
- A.12. **Investigation and Planning** (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Investigation and Planning project identified in the grant proposal according to each individual project schedule.

 - i. Engineering agreement(s) for all individual projects for review and approval no later than 60 days after Grant Contract award.
 - ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued compliance order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must provide

an approved corrective action plan (CAP) and verification the system is on schedule with the CAP.

- iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval.
- iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must provide an aging infrastructure replacement or demand reduction plan for review and approval.
- v. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.
- vi. Grantee shall develop a preliminary engineering report (PER) or facilities plan (FP) for every individual project (including stormwater) identified according to the State's "Design Criteria for Review of Sewage Works Construction Plans and Documents".
- vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.

A.13. Investigation, Planning, and Design (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Investigation, Planning, and Design project identified in the grant proposal according to each individual project schedule.

- i. Engineering agreement for all individual projects to the State for review and approval no later than 60 days after Grant Contract award.
- ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must provide an approved CAP, complete any reports, manuals, or construction documents as outlined in the CAP, and verification the system is on schedule with an approved CAP.
- iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval.
- iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must provide an aging infrastructure replacement or demand reduction plan for review and approval.
- v. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.
- vi. Grantee shall develop a PER or FP for every individual project (including stormwater) identified according to the State's "Design Criteria for Review of Sewage Works Construction Plans and Documents".

- vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.
- viii. Grantee shall develop plans and specifications for every individual project. The Grantee shall submit plans and specifications for review and approval only after the State has approved the PER or FP.

A.14. Planning, Design, and Construction (applicable only if checked in A.4)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Planning, Design, and Construction project identified in the grant proposal according to each individual project schedule. Grantee is not required to proceed to construction for every individual project listed in the Grantee's proposal so long as each water infrastructure system identified in the proposal as executing a Planning, Design, and Construction award type with critical needs identified in A.5. include a construction component or demonstrate the terms of this Grant Contract can be met with a combination of funding sources or without the use of this grant funding.

- i. Grantee may only proceed to construction for individual projects identified for construction in the grant proposal.
- ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must:
 - a. Provide an approved corrective action plan/engineering report (CAP/ER);
 - b. Provide reports, manuals, or construction documents as required by the CAP/ER and according to CAP/ER schedule;
 - c. Complete a construction budget with a schedule that demonstrates all actions outlined in the CAP/ER will be complete to the maximum extent possible; and
 - d. Provide verification the system is on schedule to complete all required actions outlined in the approved CAP/ER.
- iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must:
 - a. Provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval prior to approval of plans and specifications; and
 - i. Verify at least 25% of the project's construction budget is dedicated towards reducing water loss or inflow and infiltration; or
 - ii. Demonstrate a reduction of losses or excess below the thresholds established in the critical needs matrix.
- iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must:
 - a. Provide an aging infrastructure replacement or demand reduction plan for review and approval; and

- i. Verify at least 25% of the project's construction budget is dedicated to asset replacement; or
- ii. Demonstrate a reduction of plant demand or increase in plant capacity such that capacity will not meet or exceed 80% for at least five years.

If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.

- v. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.
- vi. Grantee shall submit plans and specifications for every individual project. Grantee shall submit plans and specifications for review and approval only after the State has approved the PER or FP.
- vii. A certifying letter (Site Certification) stating all property, easements, and rights-of-way necessary to construct the project are owned or, in the case of a right-of-way, is permitted for use by the Grantee 30 days prior to the construction start date.
- viii. Grantee shall provide written notification to the State within 30 days of actual facility initiation of operation to schedule an operation and maintenance inspection and final inspection with the State.
- ix. Grantee shall submit an operation and maintenance manual for any new, upgraded, or expanded facility at the time of initiation of operations.

A.15. Construction Only (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each Construction Only project identified in the grant proposal according to each individual project schedule.

- i. ☐ Standard construction-only projects are complex in nature and require substantive review, approval, and may require modification to existing state or federal permits.
- ii. ☐ Streamlined construction-only projects focus solely on critical needs and have minimal resource impacts. These projects also must meet the following criteria:
 - a. Must focus on upgrading, expanding, and/or rehabilitating existing water infrastructure identified in a Scorecard with existing critical needs;
 - b. Can be covered under a general Aquatic Resource Alteration Permit (ARAP);
 - c. Does not need coverage under a construction general permit; and
 - d. Does not require the submission and approval of plans and specifications by the Division of Water Resources of the State.
- iii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must:

- a. Provide an approved Corrective Action Plan/Engineering Report (CAP/ER);
 - b. Provide reports, manuals, and construction documents as required by the CAP/ER and according to CAP/ER schedule;
 - c. Complete a construction budget with a schedule that demonstrates all actions outlined in the CAP/ER will be complete to the maximum extent possible; and
 - d. Provide verification the system is on schedule to complete all required actions outlined in the approved CAP/ER.
- iv. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must:
 - a. Provide verification at least 25% of the project's construction budget is dedicated towards reducing water loss or inflow and infiltration; or
 - b. Demonstrate a reduction of losses or excess below the thresholds established in the critical needs matrix.
- v. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must:
 - a. Provide verification at least 25% of the project's construction budget is dedicated to asset replacement; or
 - b. Demonstrate a reduction of plant demand or increase in plant capacity such that capacity will not meet or exceed 80% for at least five years.
- vi. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.
- vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.
- viii. A certifying letter (Site Certification) stating all property, easements, and rights-of-way necessary to construct the project are owned or, in the case of a right-of-way, is permitted for use by the Grantee 30 days prior to the construction start date.
- ix. Grantee shall provide written notification to the State within 30 days of actual initiation of operation to schedule an operation and maintenance inspection and final inspection with the State.
- x. Grantee shall develop an operation and maintenance manual for any new, upgraded, or expanded facility at the time of initiation of operations.
- xi. The Grantee must not proceed to construction until all plans and specifications are approved by the State. No planning is authorized during the grant contract for all individual projects identified as construction-only projects in the grant proposal. Critical needs identified in A.5. must include a construction component or demonstrate the terms of this contract can be met with a combination of funding sources or without the use of this grant funding.
- xii. The Grantee or other appropriate party on behalf of Grantee, must secure all appropriate permits within 120 days of the issuance of this Grant Contract.

General Terms for All Construction Projects

- A.16. Grantee, is obligated to determine the presence of water resources within the project area of interest. Grantee, or its designee, shall submit to the State for review and approval any hydrologic determinations, wetland delineations, or verify no such resources exist within the area of interest. The Grantee must secure all applicable state and federal permits as needed.
- A.17. If Grantee is implementing a construction project requiring an individual ARAP for stream or wetland restoration or large-scale stream bank stabilization, Grantee must refer to the State of Tennessee's Stream Mitigation Guidelines for information on pre- and post-project assessment. Further, if Grantee is implementing a stream restoration or bank stabilization project, Grantee must submit a pre- and post-project stream assessment to demonstrate functional lift through completing the Tennessee Stream Quantification Tool. The State may require three to five years of monitoring for stream and wetland restoration and bank stabilization projects. Grantee must submit a final stream or wetland assessment according to the approved individual project schedule.
- A.18. Projects and activities that result in impacts to water resources and are required to be offset through stream or wetland compensatory mitigation are prohibited.
- A.19. If Grantee's project(s) will occur in areas with known or likely habitat of species that are state or federally listed as threatened, endangered, deemed in need of management, or species of special concern, Grantee must coordinate with the Tennessee Wildlife Resources Agency (TWRA) and the State's Division of Natural Areas (DNA) to determine if any special conditions are required to avoid or minimize harm, or both, to the listed species or their habitat. Grantee must also comply with Section 7 and Section 10 of the Endangered Species Act and seek authorization from the United States Fish and Wildlife Service (USFWS) prior to disturbing areas with potentially federally listed species. Grantee must submit all applicable coordination and authorization letters from TWRA, DNA, and USFWS, prior to commencing construction.
- A.20. Prior to awarding a construction contract, the Grantee must submit a construction bid package to the State for review and approval.
- A.21. The State will issue a notice to the Grantee of the ability to award contracts after the submission, review, and approval of a complete bid package. The notice to proceed may be issued by the Grantee upon receipt of bid package approval, unless the State requires a pre-construction conference (PCC) or any applicable permits are still pending issuance. If a PCC is required, the Grantee shall work with the State to schedule the PCC within 30 days of bid package approval. The Grantee shall submit to the State a copy of the signed construction contracts no later than 30 days after the bid package approval or PCC if required. All contracts must be bound, fully executed, and submitted to the State along with the notice to proceed.
- A.22. The actual construction start date shall occur no later than 120 days after the bid package has been approved by the State.
- A.23. Grantee shall post acknowledgement signage in compliance with guidance issued by the State during the term of any project that is construction only or planning, design, and construction with a project award budget of \$150,000 or more.
- A.24. During project construction the Grantee shall cause to be conducted at least monthly inspections by qualified inspectors to ensure the project complies with approved plans and specifications. Monthly inspection reports shall be submitted to the State on a quarterly basis. The State will conduct interim inspections to determine compliance with approved plans and specifications and Grant Contract compliance as appropriate.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on March 3, 2021 ("Effective Date") and ending on September 30, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
 - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
 - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
 - d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
 - e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
 - f. The start date of the State's federal preaward authority is March 3, 2021.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Million Six Hundred Seventy-Nine Thousand Three Hundred Fifty-Seven Dollars and Thirty-Six Cents (\$4,679,357.36) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant

Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

As required by 2 CFR 200.305(b), the Grantee must draw funds only for the minimum amounts needed for actual and immediate requirements to pay employees, contractors, subrecipients, or to satisfy other obligations for allowable costs under this Grant Contract.

- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Vena Jones
312 Rosa L. Parks Avenue
12th floor
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Environment and Conservation & Division of Water Resources.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

- b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for allowable, actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the

Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. The Grant Budget specifies a grantee match requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a grantee match requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a match requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to Subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in

accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the

Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under the Grant Contract in a timely or proper manner, or if the Grantee violates any term(s) of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee. Specifically, the Grantee shall be liable to the State for the full amount paid by the State to the Grantee under this Grant Contract if the Grantee fails to fully meet the requirements of the Scope of Services.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Vena Jones & Environmental Consultant 3
Tennessee Department of Environment and Conservation, Division of Water Resources
312 Rosa L. Parks Avenue, Nashville, TN 37243
TDEC.ARP@tn.gov
Telephone # 615-898-9499

The Grantee:

Ken Moore, Mayor
City of Franklin
109 Third Avenue South
Franklin, TN 37064
ken.moore@franklintn.gov
Telephone # (615) 791-3217

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee, Department of Environment and Conservation." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon

reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C, Parent Child Information document.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

The State may reimburse the Grantee for a reasonably proportionate share of the costs of audits required by and performed in accordance with the "Single Audit Act Amendments of 1996" as

provided in 2 CFR § 200.425. A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 CFR §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State’s Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State’s total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event

continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall ensure that Grantee or the owner of each individual project, if not the Grantee, takes legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract for that project, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee or other project owner pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee or other project owner pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created

pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased by Grantee totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased by Grantee with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased by Grantee with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Contracts between the Grantee and individual project owners awarding Grant funds shall contain the requirements of this section relative to all equipment and motor vehicles purchased by project owners totally or in part with funds provided under this Grant Contract and Grantee shall ensure that individual project owners comply with such requirements.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee or other project owner, shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management

and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals

or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.3. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

As defined in 2 CFR § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.4. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.5. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 CFR § 60-1.4 as that section is amended from time to time during the term.

E.6. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term for all individual projects totaling \$10,000,000 or greater.

- E.7. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 *et seq.*, as that section is amended from time to time during the term.
- E.8. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the State, U.S. Department of Treasury, and the Region 4 Office of the Environmental Protection Agency.
- E.9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, “covered telecommunications equipment” is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.10. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Grantee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

IN WITNESS WHEREOF,

CITY OF FRANKLIN:

Ken Moore

Ken Moore (Jun 28, 2023 16:00 CDT)

Jun 28, 2023

GRANTEE SIGNATURE

DATE

Ken Moore

Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT ENVIRONMENT AND CONSERVATION:

David W. Salyers, P.E./msg

David W. Salyers, P.E./msg (Jun 29, 2023 08:50 CDT)

Jun 29, 2023

DAVID W. SALYERS, P.E., COMMISSIONER

DATE

GRANT BUDGET				
Additional Identification Information As Necessary				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: March 3, 2021		END: September 30, 2026		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$1,257,499.90	\$1,115,861.77	\$2,373,361.67
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11. 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$3,421,857.46	\$2,011,475.87	\$5,433,333.33
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$	\$	\$
25	GRAND TOTAL	\$4,679,357.36	\$3,127,337.64	\$7,806,695.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT A**Page 2****GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
WW-PDC-1 Design	\$277,338.10
WW-PDC-2 Design	\$221,870.35
WW-PDC-3 Design	\$221,870.35
WW-PDC-4 Design	\$55,467.75
WW-PDC-5 Design	\$332,805.20
SW-PDC-1 Design	\$148,148.15
TOTAL	\$1,257,499.90

CAPITAL PURCHASE	AMOUNT
WW-PDC-1 Construction and Inspection	\$687,263.13
WW-PDC-2 Equipment, Construction, and Inspection	\$178,500.00
WW-PDC-3 Equipment, Construction, and Inspection	\$152,917.00
WW-PDC-4 Equipment, Construction, and Inspection	\$305,834.00
WW-PDC-5 Equipment, Construction, and Inspection	\$764,010.00
SW-PDC-1 Construction and Inspection	\$1,333,333.33
TOTAL	\$3,421,857.46

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	20-1892-0-1-806
Federal award date	
CFDA number and name	21.027
Grant contract's begin date	March 3, 2021
Grant contract's end date	September 30, 2026
Amount of federal funds obligated by this grant contract	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	
Name and contact information for the federal awarding official	United States Department of the Treasury Attn: State and Local Fiscal Recovery Funds 1500 Pennsylvania Avenue NW, Washington, DC 20220 SLFRP@treasury.gov 202-622-6415 Website: https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 CFR §200.331 for information on type of indirect cost rate)	

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 0000001552

Is City of Franklin a parent? Yes ☒ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Franklin a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: NA

Parent entity's tax identification number: 62-6000290

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: Michelle Hatcher

Address: 109 Third Ave S.

Phone number: 615-794-4554

Email address: michelle.hatcher@franklin.tn.gov

Parent entity's Edison Vendor ID number, if applicable: 0000001552



File #: 21-0203

DATE: February 14, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Amendment 3 To COF Contract No. 2019-0097, With The Tennessee Department Of Transportation For The SR-96 (Murfreesboro Road) Traffic Signal Improvement Project
CIC 10/24/24, 3-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 3 to COF Contract 2019-0097 with the Tennessee Department of Transportation (TDOT). Amendment 3 adjusts the contract end date to May 31, 2025.

BACKGROUND/STAFF COMMENTS:

The City entered into Contact 2019-0097 with TDOT in May 2019 for the SR-96 (Murfreesboro Road) Traffic Signal Improvement Project for 13 intersections located along SR-96 East. This is a Congestion Mitigation and Air Quality (CMAQ) grant funded project. Due to construction delays, the contract end date was pushed to May 31, 2025 to help the City finalize project reimbursements from the State.

FINANCIAL IMPACT:

CMAQ funding is 100% Federally funded unless cost overruns cannot be covered by adding additional CMAQ funding.

RECOMMENDATION:

Staff recommends that Amendment 3 to COF Contract No. 2019-0097 be recommended to the Board of Mayor and Aldermen approval.



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION
SUITE 1000, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2208

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

February 14, 2025

The Honorable Ken Moore
Mayor, City of Franklin
109 Third Avenue, South
Suite 103 Administration
Franklin, TN 37074

Re: SR-96 (Murfreesboro Road), from Eddy Lane to Arno Road
Franklin, Williamson County
PIN: 127913.00
Federal Project Number: CM-NH-96(59)
State Project Number: 94LPLM-F3-110
Agreement Number: 180180

Dear Mayor Moore:

I am attaching an amendment to the original contract to this letter. The amendment extends the expiration date of the contract. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the amendment is fully executed Adobe Sign will email you a link to the fully executed amendment.

If you have any questions or need any additional information, please contact Simchah Edwards at 615-741-0805 or simchah.edwards@tn.gov.

Sincerely,

Mike Gilbert
Manager, Local Programs & Community Investments Division

Attachment

Amendment Number: 3

Agreement Number: 180180

Project Identification Number: 127913.00

Federal Project Number: CM-NH-96(59)

State Project Number: 94LPLM-F3-110

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF FRANKLIN (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

SR-96 (Murfreesboro Road), from Eddy Lane to Arno Road

1. The language of Agreement # 180180 A2 dated December 9, 2024 Section B.2 a) is hereby deleted in its entirety.
2. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **May 31, 2025**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF FRANKLIN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signature:

Email: ken.moore@franklintn.gov

B:

Signature:

Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature:

Email: blake.harper@franklintn.gov

B:

Signature:

Email: TDOT.Legal.Attorneys@tn.gov

B:

Signature:

Email: Steve.Allen@tn.gov
**& Community Investments
Division**



File #: 21-0200

DATE: February 13, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering

SUBJECT:

Discussion Concerning The Intersection Of Mack Hatcher Parkway And Liberty Pike And The Intersection Of Liberty Pike And Jordan Road

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the intersections of

Liberty Road at Mack Hatcher Parkway and Liberty Road at Jordan Road

BACKGROUND/STAFF COMMENTS:

Liberty Road at Mack Hatcher Parkway and Liberty Road at Jordan Road has consistently presented safety and operational challenges for numerous years, primarily due to insufficient separation between the intersections, leading to elevated crash rates.

In response to these concerns and as part of future planned developments, it is proposed that the north side of Jordan Road be converted to a right-in/right-out intersection configuration. This modification is anticipated to significantly reduce conflict points and, consequently, the crash rate at this location. Furthermore, it is recommended that future consideration be given to applying the same right-in/right-out treatment to the south side of Jordan Road. Such a measure would further enhance safety and traffic flow efficiency at these intersections.

For your reference, the current crash statistics and rates at these intersections are detailed below:

- Intersection of Liberty Road and Mack Hatcher Parkway:
 - Total Crashes: 32
 - Actual Crash Rate: 0.997
 - Statewide Average Crash Rate: 0.671
 - Actual vs. Statewide Average: 1.49 times higher

- Intersection of Liberty Road and Jordan Road:
 - Total Crashes: 10
 - Actual Crash Rate: 0.6
 - Statewide Average Crash Rate: 0.107

- Actual vs. Statewide Average: 5.6 times higher

Given the significant disparity between the actual crash rates and statewide averages, addressing these intersections' safety issues is a priority. Alderman Burger has requested that this matter be added for further discussion.

FINANCIAL IMPACT:

No financial impact at this time.

RECOMMENDATION:

No recommendation at this time. This item is for discussion only.



City of Franklin

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

File #: 21-0191

DATE: February 12, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:
Capital Projects Dashboard And Status Updates For February 2025

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of some of the City's transportation, stormwater, and parks capital projects.

BACKGROUND/STAFF COMMENTS:

To access the live dashboard for the City of Franklin Capital Investment Projects, please go to the following City webpage:

[COF Dashboard Link](#)

Manually locate the dashboard following the instructions below:

Go to the City of Franklin's main website at: <https://www.franklintn.gov/>,
Hover your cursor over "**Our City**" or "**Business**",
Click on "**City Projects**",
Click on "**Capital Projects Dashboard**".

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None

[illegible]
