



# City of Franklin

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

## Meeting Agenda

### Capital Investment Committee

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Thursday, July 24, 2025

3:30 PM

Williamson County  
Auditorium

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#### 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](mailto: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  
May 22, 2025 Capital Investment Committee Meeting

#### NEW BUSINESS

3. Consideration Of DRAFT Resolution 2025-57, A Resolution Authorizing The City Administrator To Approve Agreements And The Use Of Condemnation, If Necessary, To Acquire Rights-of-Way And/Or Easements For The "East McEwen Drive Phase 5 Improvements Project"

**Sponsors:** Paul Holzen, Jonathan Marston

4. Consideration Of COF Contract No. 2025-0251, With C&T Engineering For The Construction Inspection Services For Ewingville 48" FRP (Hobas) Emergency Repair

**Sponsors:** Michelle Hatcher, Brian Goodwin, Patricia McNeese

**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

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Thursday, May 22, 2025

3:30 PM

Williamson County  
Auditorium

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#### CALL TO ORDER

Chair Greg Caesar called the meeting to order at 03:35 PM

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

Board Members Absent: None

Staff Present: Mark Hilty, Cayce Anderson, Paul Holzen, Jonathan Marston, Michelle Hatcher

#### 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 Brandy Blanton 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 or by emailing [recorder@franklintn.gov](mailto: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**  
**April 24, 2025 Capital Investment Committee Meeting**

Sponsors:

*A motion was made by Alderman Matt Brown, seconded by Alderman Brandy Blanton to Approve the April 24, 2025 Capital Investment Committee Meeting Minutes. The motion passed 4-0.*

**OLD BUSINESS**

3. **Consideration Of COF Contract No. 2024-0072, With DRB Preservation Trust (The Preserve At Sheridan) For A Road Impact Fee Offset Agreement For An Amount Not To Exceed \$239,056**

Sponsors: Paul Holzen, Jimmy Wiseman

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

**NEW BUSINESS**

4. **Consideration To Grant Sewer Availability For 2078 Goose Creek Drive (Map 117H, Parcel 01900)**

Sponsors: Michelle Hatcher

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

5. **Consideration Of Amendment 4 To COF Contract No. 2020-0124, With Kimley-Horn And Associates, Inc. For The Harlinsdale Main Barn At A Cost Increase Not To Exceed \$1,320**

Sponsors: Paul Holzen, Shahad Abdulrahman

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

6. **Consideration Of Contract No. 2025-0163, A Professional Services Agreement With Benesch For Retaining Wall Construction Engineering Administration Services On The East McEwen Drive Phase 4 Improvements Project (COF Project No. 2015-002 / TDOT PIN 125418.00) At A Not-To-Exceed Cost Of \$140,000**

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

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

7. **Consideration Of DRAFT COF Contract No. 2025-0179, With Boozer & Company For Right-Of-Way Appraisal Services For McEwen V Project**

Sponsors: Paul Holzen

*A motion was made by Vice Chair Beverly Burger, seconded by Alderman Matt Brown to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 4-0.*

8. **Consideration Of DRAFT COF Contract No. 2025-0180, With Benesch For Addition Of Roadway Design For Liberty Park Bridge Project**

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

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

9. **Capital Projects Dashboard And Status Updates For May 2025**

**Sponsors:** Paul Holzen, Jonathan Marston

*The item was acknowledged.*

**OTHER BUSINESS**

**ADJOURN**

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

Meeting Adjourned @ 4:06 PM

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Greg Caesar, Chair

Minutes Prepared by Sarah Schilling, Assistant Deputy City Recorder, City Administrator's Office - 6/9/2025, 11:13 AM



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**File #: 21-0802**

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**DATE:** July 10, 2025  
**TO:** Capital Investment Committee  
**FROM:** Paul Holzen, Director of Engineering  
Jonathan Marston, Asst. Director of Engineering

**SUBJECT:**

Consideration Of DRAFT Resolution 2025-57, A Resolution Authorizing The City Administrator To Approve Agreements And The Use Of Condemnation, If Necessary, To Acquire Rights-of-Way And/Or Easements For The "East McEwen Drive Phase 5 Improvements Project"

**PURPOSE:**

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-57.

**BACKGROUND/STAFF COMMENTS:**

The City of Franklin is partnering with the City of Brentwood to extend East McEwen Drive from Wilson Pike (SR-252) to its future intersection with Longmore Lane in the Taramore subdivision in Brentwood. This project will include curb & gutter, a multi-use trail, and street lighting. This project required the upgrade of three (3) Columbia Gulf national gas transmission pipelines. An agreement is in place to allow cost sharing for this project between the cities of Brentwood and Franklin. The ultimate extension of East McEwen Drive from the City of Franklin to Pleasant Hill Road and/or Clovercroft Road will be a City of Brentwood project.

The project team has completed the preliminary design and staff is ready to start right-of-way (ROW) and easement acquisitions. Fair market value for any necessary ROW and/or easements will be determined by a qualified appraiser. Seven (7) properties are affected by this project. In an effort to expedite the process, staff seeks BOMA approval to authorize the City Administrator to approve agreements to acquire easements and/or ROW on behalf of the BOMA. Additionally, staff seeks approval to proceed with condemnation to acquire the necessary property and/or easements, but only if negotiations fail.

On a related note, the East McEwen Drive Extension is a small part of the regionally proposed connector roadway between Williamson and Rutherford Counties that will provide additional east-west connectivity from I-65 in Franklin to I-24 in Smyrna. The preliminary alignment for this regional, east-west corridor was set during a collaborative effort led by the Town of Smyrna. This corridor includes upgrades to many existing roadways, such as East McEwen Drive, which are already planned or under construction, Clovercroft Road, Rocky Fork Road, and some other new roadway

alignments. The size and cost of these multi-jurisdictional improvements will be significant, therefore a completion date has not been set. However, having a common corridor alignment allows each jurisdiction to preserve the necessary rights-of-way to ensure the ability to construct the improvements in the future.

**FINANCIAL IMPACT:**

There is no direct financial impact associated with Resolution 2025-57. Expenses will occur as the individual property acquisitions are settled.

**RECOMMENDATION:**

Staff recommends that Resolution 2025-57 be recommended to the Board of Mayor and Aldermen for approval.

**RESOLUTION 2025-57**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE AGREEMENTS AND THE USE OF CONDEMNATION, IF NECESSARY, TO ACQUIRE RIGHTS-OF-WAY AND/OR EASEMENTS FOR THE "EAST MCEWEN DRIVE PHASE 5 IMPROVEMENTS PROJECT" (COF PROJECT NO. 2012-009)**

**WHEREAS**, the Board of Mayor and Aldermen of the City of Franklin, Tennessee (the "BOMA") has determined that the construction of certain improvements within the City limits are necessary, suitable, and desirable for the public welfare; and

**WHEREAS**, these improvements are generally described as the extension of the East McEwen Drive Phase 5 Improvements Project (the "Project"); and

**WHEREAS**, it will be necessary, in order to construct said improvements, for the City to obtain additional rights-of-way ("real property") and easements ("real property interest") from the owners of the properties listed on the attached Exhibit A; and

**WHEREAS**, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin and for efficiency when acquiring rights-of-way and/or easements ("property acquisition") for the Project to authorize the City Administrator to approve said property acquisition agreements on behalf of the BOMA; and

**WHEREAS**, the price to be paid for property acquisition shall be established by a qualified appraiser; and

**WHEREAS**, it has been general practice by the City, and the by the Tennessee Department of Transportation ("TDOT") on which the City practice is based, to allow the staff performing the acquisition negotiations the ability to increase the offer by up to an additional ten percent (10%) or Ten Thousand Dollars (\$10,000.00), whichever amount is greater, in an effort to successfully close the acquisition negotiations; and

**WHEREAS**, the BOMA expressly finds that the City has the power of eminent domain to extend public roads (see T.C.A. §29-17-301 *et seq.*) and to acquire easements and/or rights-of-way necessary for proper completion of the said improvements, and that the acquisition of such easements and/or rights-of-way is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

**WHEREAS**, the BOMA believes that the removal of certain contracts and purchases from the Board's agenda provides for more expedient conduct of City business; and

**WHEREAS**, all property acquisitions shall be reported to the BOMA as items approved by the City Administrator on behalf of the Board.

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

**SECTION 1.** The City Administrator, the City Engineer, and the City Attorney are authorized to obtain the necessary rights-of-way, permanent easements, and/or temporary easements on and/or across the properties listed in Exhibit A hereto and may enter into agreements with property owners with respect to the compensation to be paid for the said rights-of-way and/or easements, so long as such amounts are reasonable and supported by a qualified appraisal.

**SECTION 2.** In an effort to avoid the condemnation process and to complete the property acquisition process as efficiently as possible, the City Administrator or his designee is authorized to increase the purchase price offer above appraised value by up to ten percent (10%) or Ten Thousand Dollars (\$10,000), whichever is greater.

**SECTION 3.** If an in impasse is reached during negotiations with a property owner and condemnation is the only alternative, then the City Attorney is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Administrator, the City Attorney, and the City Engineer are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable and supported by a qualified appraisal.

**SECTION 4.** All land acquisitions completed under the authority granted by this resolution shall be reported to the Board of Mayor and Aldermen.

**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: \_\_\_\_\_  
Shauna R. Billingsley  
City Attorney

**RESOLUTION 2025-57**  
**EXHIBIT A**

<b>TRACT NUMBER</b>	<b>TAX MAP NUMBER</b>	<b>PARCEL NUMBER</b>
3	061	00806
4	061	01200
5	061	00800
6	061	00807
10	061	00902
16	060P	02000
20	060P	03100



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**File #: 21-0822**

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**DATE:** July 14, 2025  
**TO:** Capital Investment Committee  
**FROM:** Michelle Hatcher, Director of Water Management  
Brian Goodwin, Asst. Director of Water Management  
Patricia McNeese, Utilities Engineer

**SUBJECT:**

Consideration Of COF Contract No. 2025-0251, With C&T Engineering For The Construction Inspection Services For Ewingville 48" FRP (Hobas) Emergency Repair

**PURPOSE:**

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2025-0251, with C&T Engineering for the construction inspection services for Ewingville 48" FRP (Hobas) Emergency Repair.

**BACKGROUND/STAFF COMMENTS:**

The City of Franklin received a call from a resident on Monday morning, April 28<sup>th</sup>, regarding a sinkhole that had formed over the alignment of the City's sewer. The Water Department immediately dispatched crews and confirmed that the sinkhole is likely attributed to a failure of the Hobas pipe in this area. The expected failed interceptor in this area is 48-inches in diameter and there is a 15-foot easement on each side of the pipe to allow the City to provide maintenance in these areas.

On March 26th, the City met with Garney Construction and C&T Engineering to discuss preliminary findings and develop a preliminary path toward an emergency repair of the sewer line. This contract with C&T Engineering, who provided inspection services during the 2017 and 2024 Hobas pipe repair, will provide experienced inspection services with documentation, photographs and videos of the excavation of the existing pipe and installation of the new pipe.

**FINANCIAL IMPACT:**

This contract is for complete inspection during all phases of the construction work, however, there may be some work that does not require full-time inspection services and may be supplemented by COF staff. This contract will not be exceeded without Board authorization and is for \$215,480.00 and will come out of the sewer operations fund.

**RECOMMENDATION:**

Staff recommends that the COF Contract No. 2025-0251 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE  
PROFESSIONAL SERVICES AGREEMENT  
COF Contract No. 2025-0251**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **C&T ENGINEERING AND INSPECTION, LLC** hereinafter referenced as Consultant, who mutually agree as follows:

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

**Construction Inspection Services for  
Ewingville 48” FRP Emergency Repair**

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 total not to exceed amount of Two Hundred Fifteen Thousand Four Hundred Eighty and No/100 Dollars (\$215,480.00).

**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](http://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.

**C&T ENGINEERING  
AND INSPECTION, LLC**

BY:   
Consultant's Signature  
Print Name & Title: Thomas E. Lamb, "  
Date: 7/14/2025

**CITY OF FRANKLIN, TENNESSEE**

BY: \_\_\_\_\_  
Dr. Ken Moore  
Mayor  
Date: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Angie Skarp  
City Recorder  
Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
J. Blake Harper  
Assistant City Attorney



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Franklin, TN 37064

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[ctengineering.net](http://ctengineering.net)

6/11/2025

Ms. Michelle Hatcher, P.E.  
City of Franklin  
Water Management Director  
124 Lumber Drive  
Franklin, TN 37064  
*Delivered via electronic mail to [michelle.hatcher@franklintn.gov](mailto:michelle.hatcher@franklintn.gov)*

**Re: Ewingville Neighborhood Emergency FRP Pipe Failure Repairs**

Dear Michelle,

C&T Engineering is pleased to submit this proposal to the City of Franklin as discussed and requested by you via email on 6/11/2025. We have performed a field visit to the failure site. Our preparation of this proposal is based on our understanding of the professional services needed by the City of Franklin Water Management Department.

Please let me know if you have any questions regarding this proposal. We sincerely appreciate this opportunity to continue our work with the City of Franklin Water Management Department.

Very truly yours,

*Tom Lamb*

Tom Lamb  
Principal  
C&T Engineering and Inspection, LLC

Enclosure

Cc: Patricia McNeese, City of Franklin  
Randel Wallace, C&T Engineering



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## **ATTACHMENT A**

### **City of Franklin, Tennessee Ewingville Neighborhood Emergency FRP Pipe Repair**

The purpose of this proposal is to provide a scope and fee for C&T Engineering to assist the Water Management Department with inspection services for the emergency repair of the failed FRP piping in the Ewingville neighborhood activities detailed below under scope of work.

The Scope of Work detailed herein and broken down into four tasks listed in Table 1.

#### **Scope of Work**

The Scope of Work will include the following milestones:

- 1) C&T will capture pre-construction photos of the entire project site. Digital photos will be captured between the upstream bypass pumps and the downstream bypass pumps. Digital photos will be captured using digital cameras and drones uploaded to a SharePoint site for Water Management Staffs use.
- 2) C&T will provide the Water Management Director with daily progress updates through phone, email or in-person correspondence.
- 3) C&T will perform a forensic investigation of the failed FRP piping thoroughly documenting the observations made including supporting documentation.
- 4) C&T will generate Daily Work Reports which will include captured photos, sketches and measurements of the failed 48" FRP.
- 5) C&T will inspect the installation of the replacement 48" DIP sewer main including proper excavation width, proper bedding, proper compaction around the pipe haunches, proper aggregate placement through the pipe envelope and backfill above the pipe envelope.
- 6) C&T will verify the bypass pumping system is performing correctly pursuant to the approved bypass pumping plan. C&T will witness the proper decommissioning and cleaning of the bypass pumping system upon project completion.
- 7) C&T will witness 48" inch DIP pipe joint pressure testing and vacuum testing of all new sewer manholes and provide copies of those test reports to the Water Management Director.
- 8) C&T will assist with capturing coupons on the failed FRP pipe to be tested by a third party. C&T will initiate a chain of custody for removing selected failed FRP piping from the project site and transporting it to the COF Public Works compound for storage.
- 9) C&T will review all contractor payment applications and make recommendations.
- 10) C&T will provide project closeout and submission of all project deliverables through the SharePoint site as well as provide the deliverables on an SSD hard drive.
- 11) C&T will meet with the Water Management Director and Water Management Staff for a final closeout meeting to the project.



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### **Schedule**

The emergency work assumes a maximum 6-month or 26-week start to finish repair and replace work schedule.

#### **Task 1.0, Capture Pre-construction photos of the entire site. Create a SharePoint folder to store and share project files.**

C&T Engineering will capture pre-construction photos of the entire site. Digital photos will be captured on the ground as well as by overhead drone. C&T Engineering is trained, licensed, and insured to perform aerial drone mapping and photo documentation services. These will be uploaded to a secure SharePoint site to be shared with you and those you designate.

#### **Task 2.0, Daily Progress Summary Updates and Weekly Progress Meeting Updates.**

C&T Engineering will meet weekly with COF WMD staff to provide an update on the work that has been performed and the findings through the discovery process in the field.

#### **Task 3.0, Daily Inspections by onsite Resident Project Representative (RPR).**

C&T Engineering will provide an experienced Resident Project Representative (RPR) to perform daily forensic and construction inspections. These inspections will include:

- Daily inspections of the work being performed.
- Field measurements of existing pipe deficiencies and manhole deficiencies.
- Extensive photographic documentation.
- Extensive documentation recorded in a Daily Work Report.
- Witness pressure testing new DIP pipe.
- Witness vacuum testing new manholes.
- Daily inspection of the bypass pumping system.
- Preparation of Daily Work Report and project documentation.

#### **Task 4.0, Project Closeout and Submission of all Deliverables to Water Management Director.**

C&T will provide project closeout and submission of all project deliverables through the project specific SharePoint site as well as provide final deliverables on an SSD hard drive. C&T will meet with the Water Management Director for a final closeout meeting to the project.

### **Budget**

C&T Engineering proposes to perform the above work on a billing rate basis for a not to exceed price of \$215,480.00 (two hundred fifteen thousand four hundred eighty dollars and zero cents). A breakdown of costs is provided on Table 1 herein.



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**Table-1**

Summary of Budget by Task  
Ewingville Neighborhood FRP Failure

	Task No.	1.0	2.0	3.0	4.0	
		Capture pre-construction photos of the entire site. Create SharePoint folder to store and share files.	Daily progress summary updates and weekly meeting updates.	Perform Daily Inspections by Onsite Resident Project Representative (RPR).	Project Closeout and Submission of all Deliverables to Water Management Director.	
<b>LABOR</b>	Rate					Totals
Officer	\$225					0
Project Manager	\$190	1	26	26	1	54
Sr. Technical Advisor	\$205					0
Resident Representative	\$155	16		1300	8	1324
Engineer, Senior	\$165					0
Designer/Drafter	\$105					0
Administrative Staff	\$85					0
TOTAL HOURS		17	26	1326	9	1378
TOTAL DOLLARS		\$2,670	\$4,940	\$206,440	\$1,430	\$215,480

**Exclusions:**

The following tasks are specifically excluded from this proposal:

- Materials Testing which includes
  - Non-destructive testing of FRP piping
  - Destructive testing of FRP piping
  - Density Testing of new Pipe Backfill
  - Density Testing of new Embankment backfill
  - Gradation Testing of Existing Aggregate Pipe Backfill and Pipe Bedding Material
  - Submittal Reviews
- Labor or Wage Reviews (Davis Bacon Act)
- Buy America or America Only Verification
- Under Oath Depositions for Discovery Process as it specifically pertains to this project.
- Trial Preparation as it specifically pertains to this project.
- Witness Testimony as it specifically pertains to this project.
- Right of Way or Easement Procurement
- Public Relations (PR) to the Public
- CCTV of existing sewer main.
- 3D LiDAR of existing sewer main.
- Existing Sewer Manhole Assessments
- Existing FRP Pipeline Assessments beyond the bypass pumping limits for this project.
- Cured In Place Pipe (CIPP) inspections or sewer manhole lining inspections.