



# 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, January 22, 2026

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  
December 11, 2025 Capital Investment Committee Meeting

#### NEW BUSINESS

3. Consideration Of DRAFT Amendment 1 To COF Contract No. 2024-0290, With Zenon Environmental Corporation For Water Treatment Plant Membrane Service & Maintenance In An Amount Not-To-Exceed \$51,185

**Sponsors:** Michelle Hatcher

4. Consideration Of DRAFT Resolution 2025-104, A Resolution Authorizing The Execution Of COF Contract No. 2025-0481 With Valor Contractors, LLC For Echelon/Lockwood Glen Site Infrastructure Project Completion - Landscaping Contractor Services

**Sponsors:** Paul Holzen, Jimmy Wiseman

5. Consideration Of DRAFT Amendment 4 To COF Contract No. 2019-0097, With The Tennessee Department Of Transportation For The SR-96 (Murfreesboro Road) Traffic Signal Improvement Project

**Sponsors:** Paul Holzen, David Chang

6. Consideration Of DRAFT COF Contract No. 2026-0008, With Gresham Smith, For Conceptual Design & Analysis Of The Franklin Road (SR6) Widening Project In An Amount Not To Exceed \$286,045

**Sponsors:** Paul Holzen, Jonathan Marston

7. Consideration Of DRAFT COF Contract No. 2026-0009, With Sullivan Engineering, Inc. For The Peytonsville Road Improvements Project In An Amount Not To Exceed \$547,562.60

**Sponsors:** Paul Holzen

8. Capital Projects Dashboard And Status Updates For January 2026

**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

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Thursday, December 11, 2025

3:30 PM

Eastern Flank Event Facility

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#### CALL TO ORDER

Vice Chair Beverly Burger called the meeting to order at 03:31 PM

Board Members Present: Beverly Burger, Brandy Blanton, Patrick Baggett, Jason Potts

Board Members Absent:

Staff Present: Eric Stuckey, Jonathan Marston, Cayce Anderson, Sarah Schilling

#### 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 Jason Potts, seconded by Alderman Patrick Baggett to Set 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**  
**September 25, 2025 Capital Investment Committee Meeting**

Sponsors:

*A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Approve the September 25, 2025 Capital Investment Committee Minutes. The motion passed 4-0.*

#### NEW BUSINESS

**3. Election Of Chair And Vice-Chair, Effective 2026****Sponsors:**

*A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts, to nominate Alderman Beverly Burger to serve as Chair. The motion passed 4-0.*

*A motion was made by Alderman Jason Potts, seconded by Alderman Brandy Blanton, to nominate Alderman Patrick Baggett to serve as Vice Chair. The motion passed 4-0.*

**4. Consideration Of Ordinance 2025-49, An Ordinance To Prohibit U-Turns At Unsignalized Intersections On Mallory Lane Located At The Three Entrances To Centennial High School****Sponsors:** Paul Holzen

*A motion was made by Vice Chair Patrick Baggett, seconded by Alderman Jason Potts to Recommend Approval of the Ordinance to the Board of Mayor and Aldermen. The motion passed 3-1.*

**5. Consideration Of DRAFT Amendment 1 To COF Contract No. 2024-0036, With The US Department Of Transportation For The Safe Streets And Roads For All (SS4A) Safety Action Plan****Sponsors:** Paul Holzen, David Chang

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

**6. Consideration Of DRAFT COF Contract No. 2025-0524, With Tennessee Department of Transportation For Widening Of SR-397 (Mack C. Hatcher Memorial Parkway), From SR-96 East Of Franklin To US-31 (SR-6, Columbia Pike) South Of Franklin (South Quadrant)****Sponsors:** Paul Holzen, Jonathan Marston

*A motion was made by Alderman Jason Potts, seconded by Vice Chair Patrick Baggett to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 4-0.*

**7. Discussion Concerning The Intersection Of Liberty Pike And Oxford Glen Drive****Sponsors:** Paul Holzen

*The item was acknowledged.*

Vice Chair Patrick Baggett left the meeting at 4:02 PM.

**8. Capital Projects Dashboard And Status Updates For December 2025****Sponsors:** Paul Holzen, Jonathan Marston

*The item was acknowledged.*

**OTHER BUSINESS****ADJOURN**

*A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Adjourn the Meeting. The motion passed unanimously.*

*Meeting Adjourned @ 04:19 PM*

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Beverly Burger, Chair

Minutes Prepared by Sarah Schilling, Deputy City Recorder - City Recorder's Office - January 16, 2026, 10:52 AM



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**File #: 21-083**

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**DATE:** 1/22/2026  
**TO:** Capital Investment Committee  
**FROM:** Michelle Hatcher, Director of Water Management

**SUBJECT:**

Consideration Of DRAFT Amendment 1 To COF Contract No. 2024-0290, With Zenon Environmental Corporation For Water Treatment Plant Membrane Service & Maintenance In An Amount Not-To-Exceed \$51,185

**PURPOSE:**

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a DRAFT contract with Suez Zenon Environmental Corporation for continued monitoring of the membranes at the Water Treatment Plant.

**BACKGROUND/STAFF COMMENTS:**

One of the main processes of the upgraded water treatment plant (WTP) are the membranes, which are provided by Suez (a division of Zenon Environmental). As part of the initial operation and maintenance of the membranes, the WMD has opted to allow Suez to remotely view the operating statistics of the membranes to provide hints for optimization or to provide troubleshooting if operators need assistance during operation. This contract will continue those services for a period of 5-years as the Water Plant continues to work through the reservoir management plan and water quality analyses of the source water.

**FINANCIAL IMPACT:**

This contract is for a total amount of \$51,185.00 over 5-years and will be billed annually at the amount of \$10,237.00 and has been budgeted in the WTP operating fund (421-82599-52103) for the term of this contract. This price represents a 5% increase over the previous 5-years term.

**RECOMMENDATION:**

Staff recommends that Amendment 1 to COF Contract No. 2024-0290 be recommended to the Board of Mayor and Aldermen for approval.



**AMENDMENT NO. [1] TO {Title of Agreement}**

**COF Contract No. [2024-0290]**

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE (the “City”) and [Zenon Environmental Corporation d/b/a Veolia] as of this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**RECITALS:**

WHEREAS, the City and [Veolia] entered into an agreement (COF Contract No. 2024-0290) dated [December 12, 2024] (the “Agreement”); and

WHEREAS, the purpose of the Agreement was to [site visits and training of membrane pinning]; and

WHEREAS, the parties desire to amend the agreement to [renewal of contract]; and

WHEREAS, the City and [Zenon Environmental Corporation d/b/a Veolia] 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 [five years].
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 [December 12, 2024] are unchanged and remain in full force and effect.

**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, Assistant City Attorney

**[Zenon Environmental Corporation d/b/a Veolia]:**

By: \_\_\_\_\_

Title: \_\_\_\_\_


Date: \_\_\_\_\_

		ZENON ENVIRONMENTAL CORPORATION 3600 HORIZON BLVD BUCKS 19053-6742 TREVISE PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)			<h1>Quotation</h1>		
		<b>Quote Date</b> 12NOV2025		<b>Quotation Exp. Date</b> 01FEB2026		<b>Veolia WTS Quote</b> <b>20690987</b>	
<b>Sales Org.</b> B493		<b>Sales Representative / Contact</b> Craig.Brown@veolia.com			<b>Reference</b> SERVICES RENEWAL 2026 THRU 2030		
<b>Sold To: 1000131517</b> CITY OF FRANKLIN 109 THIRD AVENUE SOUTH FRANKLIN TN 37064-2519 UNITED STATES				<b>Ship To: 4000208676</b> CITY OF FRANKLIN 838 LEWISBURG PIKE FRANKLIN TN 37064-5726 UNITED STATES			
<b>Bill To: 0000488847</b> CITY OF FRANKLIN ATTN : ACCOUNTS PAYABLE 109 THIRD AVENUE SOUTH FRANKLIN TN 37064-2519 UNITED STATES				<b>Payment Terms</b> Net 30 Days from Date of Receipt of Invoice			
				<b>Inco Terms</b> FOB ORIGIN			
				<b>Currency:</b> U.S. Dollar			
				<b>Freight:</b> Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
10	3206903 FEE - PA SERVICE BI-WKLY/INSIGHT YR SUBS 1 EA	1	EA	10,237.00	EA	10,237.00	
20	3206903 FEE - PA SERVICE BI-WKLY/INSIGHT YR SUBS 1 EA	1	EA	10,237.00	EA	10,237.00	
30	3206903 FEE - PA SERVICE BI-WKLY/INSIGHT YR SUBS 1 EA	1	EA	10,237.00	EA	10,237.00	
40	3206903 FEE - PA SERVICE BI-WKLY/INSIGHT YR SUBS 1 EA	1	EA	10,237.00	EA	10,237.00	
50	3206903 FEE - PA SERVICE BI-WKLY/INSIGHT YR SUBS 1 EA	1	EA	10,237.00	EA	10,237.00	
	InSight Process Consulting Service - Bi-Weekly Reports - Annual Fee						


Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

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<b>Currency:</b> U.S. Dollar			<b>Freight:</b> Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	InSight Service Contact: Sarpreet Kuner Process Analyst sarpreet.kuner@veolia.com 905 469 7891  SERVICE CONTRACT DATES: JANUARY 1, 2026 THROUGH DECECEMBER 31, 2030  Invoicing Schedule: -InSight service will be invoiced annually at the start of each year listed on the contract.  Pricing above does not include applicable taxes, which will be applied at time of order.  Multi-year Options: Prices shown are for a single year renewal of service. If Buyer is able to issue a firm, multi-year purchase order for a 2,3,4 or 5-year period, the stated price per year will be held unchanged over the full duration. Buyer will save on annual inflation adjustments and any other price adjustments over the period and will save on the administrative burden of preparing and issuing purchase orders.  *****  NOTES: *****IMPORTANT*****					

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				<b>Freight:</b> Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
	PLEASE REFERENCE OUR QUOTATION # ON ALL PURCHASE ORDERS.  ALL SALES ARE SUBJECT TO OUR TERMS AND CONDITIONS THAT ARE INCLUDED WITH THIS QUOTATION.  WHEN PLACING AN ORDER, PLEASE ENSURE YOUR RDD (REQUESTED DELIVERY DATE) IS ENTERED ON THE PURCHASE ORDER. OTHERWISE THE SHIP DATE WILL DIVERT TO STANDARD LEAD TIME. ASAP REQUESTS WILL BE ENTERED AS STANDARD LEAD TIME.  NOTES:  Order will be shipped to the address on this quote. If this address is not accurate, please contact your Inside Sales Rep to have it modified.  If a purchase order is placed with VEOLIA, please ensure the Quotation Number is referenced in the PO and it is written out to the VEOLIA business entity located in the header section of the quotation document. See below:  ZENON ENVIRONMENTAL CORPORATION 3600 HORIZON BLVD. TREVOSSE, PA 199053-6742  -On any purchase order issued to Veolia, please state "Quotation # _____, dated ____/____/____, in its Scope, Price, Terms and Conditions, govern this Order & Quote"						

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

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<b>Currency:</b> U.S. Dollar		<b>Freight:</b> Freight PrePaid and Add				
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	TO PLACE AN ORDER: E-MAIL: nam.fulfillment.all@veolia.com Phone (1-866-439-2837) # Option 2  For all Post-Sale or Order Status inquiries, please contact our Customer Service Center at 1-866-439-2837 # Option 2  REQUEST FOR QUOTATION: Prepared By: Linda Beaman Aftermarket Inside Sales Specialist TEL: 720-766-7672 Email: Linda.Beaman@veolia.com OR vtc.vwts.insidesales-southcentral.all@veolia.com  ***ACCEPTANCE OF QUOTATION***  Accepted By: _____ _____(Please Print)  Signature: _____ Date Accepted: _____ PO Number: _____  *Please include a copy of the PO when returning the signed acceptance block					

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.



# Veolia Water Technologies & Solutions

## Terms & Conditions of Sale

1. **Exclusive Terms and Conditions.** Together with any other terms the parties agree to in writing, these Terms and Conditions of Sale form the exclusive terms ("Agreement") where by Buyer agrees to purchase, and sell Goods and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Notwithstanding any provisions communicated in any way by Buyer to Seller prior to this Agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.
2. **Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and process, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities.
3. **Delivery.** Title and risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, except as provided for in section 8 of this Agreement, shall pass to Buyer upon delivery to carrier at designated shipping point. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight.
4. **Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Unless otherwise specified, all prices are FOB point of shipment. Buyer agrees to reimburse Seller for collection costs, including 2% interest per month, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.
5. **Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.
6. **Consigned Goods.** Buyer shall bear all risk of loss and damage to all consigned Goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such Goods to Seller pursuant to Seller's shipping instructions.
7. **Limited Warranties.** Seller warrants that the Goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or 6 months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, 12 months from their date of delivery; (c) for Goods other than Chemicals and Consumables, the earlier of, 15 months from receipt, or 12 months from start-up/first use. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.
8. **Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk and ownership of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.
9. **Compliance With Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operations of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all waste and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement.
10. **Force Majeure.** Neither party will be responsible to the other (and no event of default will be deemed to have occurred) if uncontrollable events make it impracticable or commercially unreasonable for either party to perform under the terms of this Agreement, provided no force majeure shall apply to Buyer's obligation to pay in a timely manner for Goods and Services. Scheduled delivery dates are subject to extension when a force majeure event occurs.
11. **Confidentiality and Intellectual Property.** Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement subject

to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently by the Buyer or agent(s). Buyer shall fully defend and indemnify the seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to buyer a limited, non-exclusive and terminable license to such software for the term of this Agreement. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Buyer shall defend and indemnify Seller in respect of any claim or liability suffered by Seller in connection with infringement of any third party rights based on design, specifications or requirements prescribed by Buyer or its agent.

12. **Limitation on Liability.** Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying Seller's Goods or Services to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.

13. **Conflicts; Survival, Assignment.** If there is any conflict between this Agreement and any written proposal or quotation provided by Sellers, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.

14. **Termination and Cancellation.** This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

15. **Governing Law and Dispute Resolution.** This Agreement shall be governed by the substantive laws of the State of New York. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.



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**File #: 21-01868**

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**DATE:** 1/22/2026  
**TO:** Capital Investment Committee  
**FROM:** Paul Holzen, Director of Engineering  
Jimmy Wiseman, Asst. Director of Engineering

**SUBJECT:**

Consideration Of DRAFT Resolution 2025-104, A Resolution Authorizing The Execution Of COF Contract No. 2025-0481 With Valor Contractors, LLC For Echelon/Lockwood Glen Site Infrastructure Project Completion - Landscaping Contractor Services

**PURPOSE:**

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-104, a resolution authorizing the execution of COF Contract No. 2025-0481 with Valor Contractors, LLC for Echelon/Lockwood Glen Site Infrastructure Project completion - landscaping contractor services.

**BACKGROUND/STAFF COMMENTS:**

In October and November 2024, the City was notified that Legacy Palmetto Bluff Company, LLC would be unable to complete the remaining work in the Lockwood Glen Planned Unit Development (PUD) Subdivision and intended to dissolve their company by December 31, 2024. In response, the Franklin Municipal Planning Commission authorized staff to call all remaining sureties associated with the development. The total amount called for landscaping improvements was \$121,000.

To fulfill the outstanding infrastructure obligations, the City solicited bids to complete the remaining landscape work. On December 11, 2025, bids were received, and Valor Contractors, LLC was identified as the lowest responsible bidder with a proposed cost of \$84,791.52.

Resolution 2025-104 authorizes the Mayor to execute COF Contract No. 2025-0481 with Valor Contractors, LLC to complete the remaining landscape improvements. The resolution also establishes a \$20,000 project contingency and authorizes the use of these funds to ensure full completion of the work.

**FINANCIAL IMPACT:**

The financial impact is in the amount of \$84,791.52 and will be paid out of the Operating - Engineering Budget Fund (GL Code 110-82580-41600) or as determined by our finance department. In addition, a \$20,000 contingency will be established should additional work need to be completed.

**RECOMMENDATION:**

Staff recommends that Resolution 2025-104 be recommended to the Board of Mayor and Aldermen for approval.

**RESOLUTION 2025-104**

**A RESOLUTION AUTHORIZING THE EXECUTION OF COF CONTRACT No. 2025-0481 WITH VALOR CONTRACTORS, LLC FOR ECHELON/LOCKWOOD GLEN SITE INFRASTRUCTURE PROJECT COMPLETION – LANDSCAPING CONTRACTOR SERVICES**

**WHEREAS**, the Board of Mayor and Aldermen of the City of Franklin, Tennessee desires to move toward the effective and efficient administration of City business; and

**WHEREAS**, the City of Franklin has identified the need to replace dead or missing plants shown on the approved site plans for the Lockwood Glen and Echelon subdivisions; and

**WHEREAS**, Valor Contractors, LLC has been selected through a competitive bidding 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 Valor Contractors, LLC to perform these services; and

**WHEREAS**, funds have been allocated and are available in the Operating – Engineer Budget 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.** The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby authorizes the City Administrator to execute a COF Contract No. 2025-0481 with Valor Contractors, LLC for the provision of landscaping services for the Echelon/Lockwood Glen subdivisions, as outlined in the attached contract documents (or in substantially the same form as determined by the City Administrator and/or Law Department), in an amount not to exceed Eighty Four Thousand Seven Hundred Ninety One and 52/100 Dollars (\$84,791.52).

**Section 2.** The City Administrator and City Engineer are authorized to spend all project funding and project contingency, up to \$20,000 for the project.

**Section 3.** The City Administrator is further authorized to take any and all necessary actions to implement and administer the terms of the COF Contract No. 2025-0481, including any amendments thereto, provided such amendments do not increase the cost to the City.

**Section 4.** 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: \_\_\_\_\_  
[NAME]  
Deputy/Assistant/City Attorney



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**File #: 21-01878**

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**DATE:** 1/22/2026  
**TO:** Capital Investment Committee  
**FROM:** Paul Holzen, Director of Engineering  
David Chang, Traffic Engineer II

**SUBJECT:**

Consideration Of DRAFT Amendment 4 To COF Contract No. 2019-0097, With The Tennessee Department Of Transportation For The SR-96 (Murfreesboro Road) Traffic Signal Improvement Project

**PURPOSE:**

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 4 to COF Contract 2019-0097 with the Tennessee Department of Transportation (TDOT). Amendment 4 adjusts the contract end date to May 31, 2026.

**BACKGROUND/STAFF COMMENTS:**

The City entered into Contract 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, 2026 to help the City finalize project reimbursements from the State. This amendment will allow the city to obtain final reimbursement from TDOT.

**FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Staff recommends that Amendment 4 to COF Contract No. 2019-0097 be recommended to the Board of Mayor and Aldermen for approval.



**STATE OF TENNESSEE**  
**DEPARTMENT OF TRANSPORTATION**  
**LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION**  
12<sup>TH</sup> FLOOR, WILLIAM R. SNODGRASS TOWER  
312 ROSA L. PARKS AVENUE  
NASHVILLE, TENNESSEE 37243  
(615) 741-2208

**WILL REID**  
COMMISSIONER

**BILL LEE**  
GOVERNOR

December 9, 2025

The Honorable Ken Moore  
Mayor, City of Franklin  
109 Third Avenue, S., Suite 103 Administration  
Franklin, TN 37064

Re: SR-96 (Murfreesboro Road), from Eddy Lane to Arno Road  
Franklin, Williamson County  
PIN: 127913.00  
Federal Project Number: CM/CRP-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 Jonathan Russell at 615-253-1045 or [jonathan.russell@tn.gov](mailto:jonathan.russell@tn.gov).

Sincerely,

*Mike Gilbert*

Mike Gilbert  
Manager, Local Programs & Community Investments Division

Attachment

**Amendment Number: 4**

**Agreement Number: 180180**

**Project Identification Number: 127913.00**

**Federal Project Number: CM/CRP-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 A3 dated March 24, 2025 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, 2026**. 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.





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**File #: 21-038**

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**DATE:** 1/22/2026  
**TO:** Capital Investment Committee  
**FROM:** Paul Holzen, Director of Engineering  
Jonathan Marston, Asst. Director of Engineering

**SUBJECT:**

Consideration Of DRAFT COF Contract No. 2026-0008, With Gresham Smith, For Conceptual Design & Analysis Of The Franklin Road (SR6) Widening Project In An Amount Not To Exceed \$286,045

**PURPOSE:**

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2026-0008.

**BACKGROUND/STAFF COMMENTS:**

Resolution 2025-0085, A Resolution to Reapprove and Modify the FY 2026–2035 City of Franklin Capital Investment Plan, was approved by the Board of Mayor and Aldermen on October 14, 2025. This resolution includes \$14,000,000 in funding for the Franklin Road Improvements Project (SR-397 to Mallory Station Road).

Over the past few months, City staff has negotiated a scope of services with Gresham Smith. The purpose of this agreement is to develop conceptual design plans for the Franklin Road (SR 6) Widening Project. The scope will include a field survey, traffic counts, traffic modeling, and preparation of design layouts for up to three alternatives. These alternatives will address projected traffic demands at 10 and 20-year horizons beyond the anticipated build date.

The analysis will provide the City with a cost-benefit comparison, including the option of implementing a quicker near-term improvement. These improvements will then be presented to the Board of Mayor and Aldermen for consideration and direction.

**FINANCIAL IMPACT:**

The cost associated with this professional services agreement is for an amount not to exceed \$286,045.

**RECOMMENDATION:**

Staff recommends that COF Contract No. 2026-0008 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE  
PROFESSIONAL SERVICES AGREEMENT  
COF Contract No. 2026-0008**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **GRESHAM 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:

**Franklin Road (SR6) Widening**

1. **SCOPE OF SERVICES.** Consultant shall provide engineering design survey 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 two Hundred Eighty Six Thousand Forty Five and No/100 Dollars (\$286,045.00)

**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.

Gresham Smith

**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:

\_\_\_\_\_  
William E. Squires Deputy City Attorney



---

**Scope of Work**  
**Franklin Road (SR 6) Widening**  
**City of Franklin, Tennessee**

**Location & Description**

The project will identify and analyze alternative widening improvements along Franklin Road (SR 6) from Mack Hatcher Pkwy (US 431) to just north of Mallory Station Road.

**Description of Engineering Services**

The purpose of these services is to develop conceptual design plans for the project corridor, including a field survey, traffic counts, traffic modeling, and preparation of design layouts of up to three (3) alternatives, all in accordance with City of Franklin and Tennessee Department of Transportation (TDOT) standards. The alternatives will be developed to address projected traffic demands at 10- and 20- year horizons beyond the anticipated build date. The analysis will provide the City with a cost-benefit comparison between implementing a quicker near-term improvement and pursuing state funding for a long-term improvement with a longer development schedule.

We believe the following services to be provided will be necessary to meet the City of Franklin's and requirements.

**1. Survey**

HMB will provide an engineering design survey for the project. A combination of traditional ground survey methods along with mobile/aerial lidar will be used to collect topographic and roadway features. Field survey services will be used to collect above-ground utilities and storm and sanitary invert elevations. A SUE investigation at Quality Level 'B' is included to locate underground utilities. The resolution of 31 property tracts is included.

Research will be conducted to identify property tracts with active septic systems. The approximate locations of septic tanks and drain fields will be shown based on property owner information or available records. If information is not available, it will be noted in the survey CADD file.

A detailed description of the field survey services, a boundary map and property tract count exhibit are provided in **Attachment 1**.

**Exceptions:**

Items that will be excluded:

- SUE Quality level "A"
- Geotechnical Staking
- Legal descriptions/exhibit drawings for the right-of-way/easement acquisition
- Field staking for right-of-way/easements or construction

**Deliverables:**

ORD formats (50 scale) per TDOT CADD standards. (profiles excluded)

**Additional Services:**

Additional services will be billed hourly at commercial rates and will not exceed a client-approved amount without prior approval. See **Attachment 1** for rates. The following items can be provided if requested by the design team:

- HMB will survey septic drain field locations as requested. The septic drain field markings will be coordinated and marked by others. The fee provided is based on a maximum of three site visits. The survey CADD file will be updated to include this data.
- HMB will survey underground utility locations as requested. Underground utility field markings will be coordinated and marked by others. The fee provided is based on a maximum of three site visits. The survey CADD file will be updated to include this data.

**2. Traffic Counts**

Marr Traffic will collect 6-Hour Turn Movement Counts at the following intersections:

- SR 6 (Franklin Road) at Mack Hatcher Parkway
- SR 6 (Franklin Road) at Legends Club Lane
- SR 6 (Franklin Road) at S. Berry Chapel Road
- SR 6 (Franklin Road) at Mallory Station Road

A 48-hour bi-directional count will be collected on SR 6 (Franklin Road) at a location north of Legends Club Lane. Results from the 48-hours count will be used to identify the peak periods for the turn movement counts to be collected.

A detailed description of the traffic data collection services can be found in **Attachment 2**.

### 3. Traffic Analysis

Gresham Smith will perform capacity analyses for existing, future No-Build, and future Build conditions for up to three (3) alternatives. Analyses will cover AM and PM peak hours at 10- and 20- year projection horizons. Findings will be summarized in a Traffic Analysis Summary Memo. Tasks to complete the analysis will include:

- Review traffic count data provided by the City.
- Develop future AM and PM peak-hour traffic volumes for 10- and 20-year projections using available data from TDOT Traffic Count Database.
- Perform capacity analyses for existing, No-Build and up to three (3) Build alternatives for both projection scenarios, using signal timings and phasing provided by the City. The analysis will include:
  - Roadway segment capacity analysis using Highway Capacity Software (HCS) with Highway Capacity Manual (HCM) methodology
  - Intersection capacity analysis in Synchro software using HCM methodology at the following intersections:
    - SR 6 (Franklin Road) at Mack Hatcher Pkwy (signalized)
    - SR 6 (Franklin Road) at Legends Club Lane (signalized)
    - SR 6 (Franklin Road) at S. Berry Chapel Rd (unsignalized)
    - SR 6 (Franklin Road) at Mallory Station Rd (signalized)

#### ***Deliverables***

- Traffic Analysis Summary Memo

### 4. Conceptual Roadway Design

Gresham Smith will develop conceptual design layouts for the widening of SR 6 (Franklin Road). The conceptual design will evaluate up to three (3) alternatives. Tasks to develop the conceptual plans for each alternative include:

- Develop horizontal and vertical alignments.
- Develop typical section templates meeting City and TDOT standards.
- Plot slope lines to identify potentially impacted properties and utilities.
- Identify conceptual ROW acquisition and easement needs.
- Develop exhibits and meeting materials for coordination with the City and stakeholders; the scope assumes up to three (3) coordination meetings.
- Prepare an engineer's opinion of probable cost for each alternative.

The results of the conceptual roadway design will be summarized in a Conceptual Design Summary Memo comparing impacts, estimated costs, and barriers to implementation, with layout exhibits included in the appendices.

**Deliverables**

- Conceptual Design Summary Memo
- Conceptual Design Plans (PDF)

**5. Expenses:**

Project expenses include mileage for attendance at in-person kickoff and coordination meetings, as requested. Plans will be delivered electronically for review and final submittal; paper plots can be provided at cost upon request. It is assumed that the City of Franklin will accept an electronic submittal of the final submittal for its record.

**Fee & Compensation**

Gresham Smith proposes to complete the services described above for a **Lump Sum of \$269,585.00**, invoiced monthly based on the percentage completed. The optional survey services will require authorization from the City, if deemed necessary, and will be invoiced on an hourly basis. Including these additional services, the **Total Contract Amount is \$286,045.00**

<b>Schedule of Fees</b>	
<b>Discipline</b>	<b>Total Fee</b>
1. Survey	\$ 110,225.00
2. Traffic Counts	\$ 2,450.00
3. Traffic Analysis	\$ 46,000.00
4. Conceptual Roadway Design	\$ 110,550.00
5. Expenses	\$ 360.00
<b>Base Services Total</b>	<b>\$ 269,585.00</b>
Additional Survey Services- Septic and Utility Locates	\$ 16,460.00
<b>Grand Total</b>	<b>\$ 286,045.00</b>

**Additional Services**

The following items are **not** included in the scope and may be provided at owner’s request for an additional fee or under a separate agreement:

- ROW Plans Development
- Final Construction Plans Development
- Permit applications and/or fees
- ROW Acquisition Services including: Appraisals, Appraisal Reviews, Title Searches, Negotiations and Closings.
- Appraisal updates, if required.
- Underground storm drainage design
- Structural design of retaining walls or special drainage structures.

- Geotechnical exploration, report and/or design
- Advertisement Fees
- Stream, wetland, and sinkhole mitigation design
- Lighting design and analysis
- Traffic signal design
- Development and/or implementation of signal timing plans
- Construction, ROW or easement staking
- Biological Assessments
- Additional survey services due to changes in the field
- Subsurface Utility Engineering (SUE) Level "A"
- FEMA map revisions
- CLOMR/LOMR preparation and development
- ITS design
- As-built plans and construction surveying
- Utility relocation design services and plans
- Utility coordination and conflict resolution (deconfliction) services
- Construction Engineering and Inspection or Administration
- Review of contractor shop drawings
- Landscape design
- Pavement Design (will use City Standard)
- Redesign of the project due to stakeholder input or City-directed realignment changes
- Public meeting support, including attendance, exhibits, sign in sheets, comment cards, and meeting summaries
- Construction Services (assistance during construction)
- Historical resources survey
- Environmental Boundaries Report
- Hydrologic Determination (not anticipated; may be requested by TDOT for an additional fee)
- Phase I Environmental Site Assessment (ESA)

**Attachments:**

Attachment 1 – HMB Scope of Services for Field Surveying Services

Attachment 2 – Marr Traffic Scope of Services for Traffic Counts



12-11-2025

**Franklin Rd - from Mack Hatcher Memorial Pkwy to just North of Mallory Station Rd**

**Scope of Services**

**Initial Survey**

HMB will provide an engineering design survey for the attached limits. A combination of traditional ground survey methods along with mobile and aerial lidar will be used to collect topographic and roadway features. Field survey services will be used to collect aboveground utilities and storm and sanitary inverts.

Project control will be set throughout the limits.

A Quality Level B S.U.E. investigation will be included.

The resolution of 31 property tracts will be included. See attached Tract Count.

Research will be conducted for property tracts with active septic systems. The approximate location of septic tanks and drain fields will be shown per property owner or per record, if available. If not available, it will be noted in the survey cadd file.

Deliverables will be in ORD formats (50 scale) per TDOT CADD standards. (Excludes profiles)

**Exclusions**

- Quality level "A" S.U.E.
- Geotech staking
- Legal descriptions/exhibit drawings for the acquisition of right-of-way/easements
- Field staking for the acquisition of right-of-way/easements or construction

**Additional Services**

For additional services, fees will be hourly per commercial rates and not to exceed without prior approval. See attached for rates. The following items will be included if requested by design.

- HMB will survey septic drain field locations as requested by design. The septic drain field markings will be coordinated and marked by others. The fee provided below is based on a maximum of 3 site visits. The survey cadd file will be updated to include that data.
- HMB will survey underground utility locations as requested by design. The underground utility field markings will be coordinated and marked by others. The fee provided below is based on a maximum of 3 site visits. The survey cadd file will be updated to include that data.

**Fee**

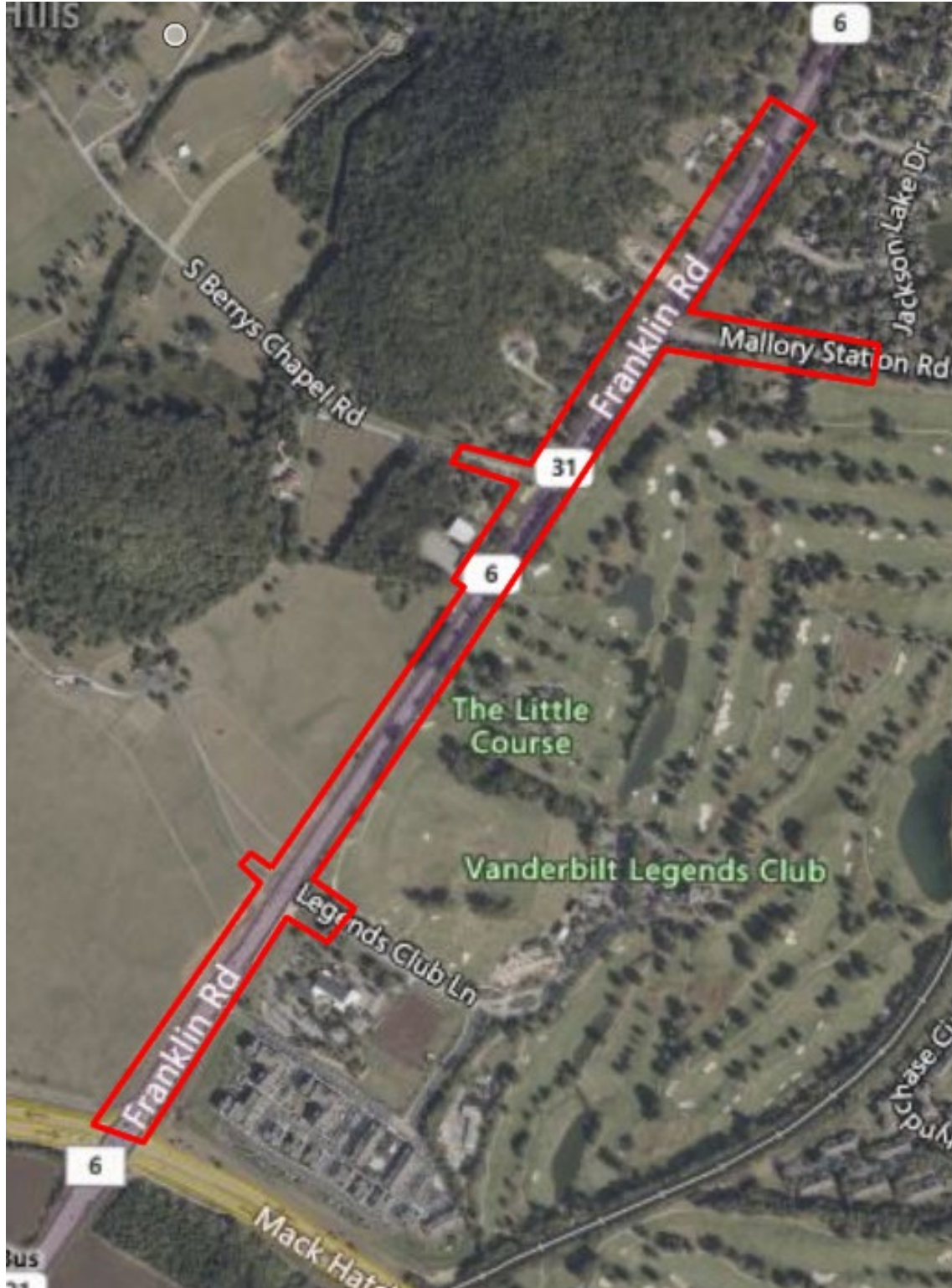
Initial Survey:	Lump Sum	\$110,225
Additional Services:	Hourly	\$16,451
Total:		\$126,676



## Commercial Rates

<b>Professional Services</b>	<b>Rate per Hour</b>
Principal In Charge	\$275.00
Funding Specialist	\$290.00
CEI Administrator	\$260.00
Senior Design Engineer	\$245.00
Senior Environmental Scientist	\$245.00
Senior Traffic and Planning Engineer	\$245.00
Senior Architectural Historian	\$210.00
Senior Archaeologist	\$200.00
Registered Land Surveyor	\$190.00
Design Engineer	\$175.00
Environmental Scientist	\$160.00
Planner	\$150.00
Survey/SUE Project Manager	\$150.00
Architectural Historian	\$140.00
Right of Way Agent	\$140.00
Archaeologist	\$130.00
Survey Crew Chief	\$130.00
EIT	\$125.00
Senior Survey/SUE Technician	\$125.00
CADD Technician	\$120.00
CEI Inspector	\$115.00
Senior Lidar Tech	\$115.00
Administrative	\$110.00
Field Personnel	\$100.00
Survey/SUE Technician	\$100.00
GIS Specialist	\$95.00
Document Graphic Design	\$90.00
Laboratory / Field Directors	\$90.00
Cultural Resources Field / Lab Tech	\$70.00
<b>Equipment Services</b>	<b>Rate per Day</b>
Static Laser Scanner	\$500.00
Mobile Lidar System	\$8,500.00
UAV Lidar System	\$1,000.00

Survey Limits

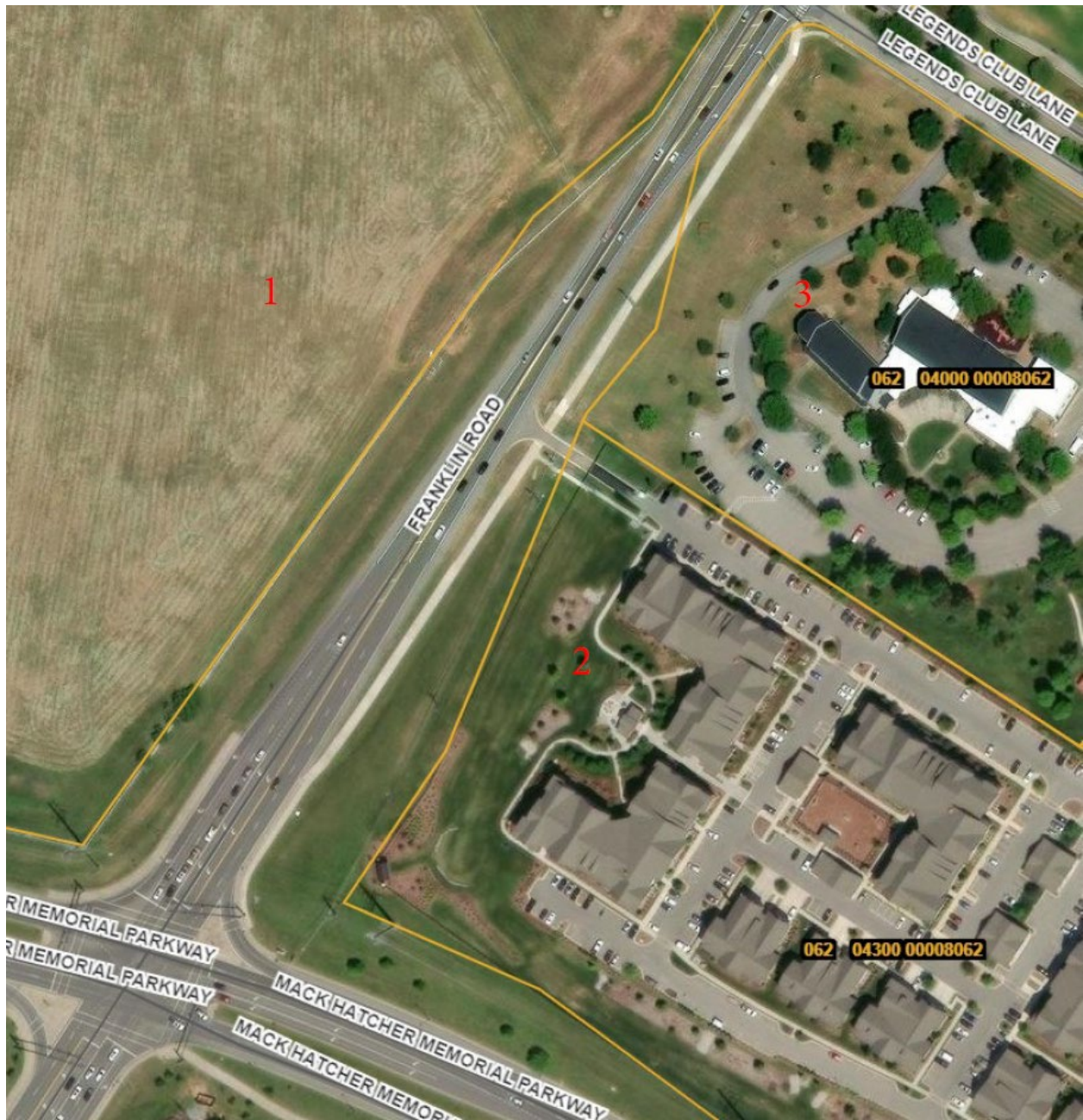


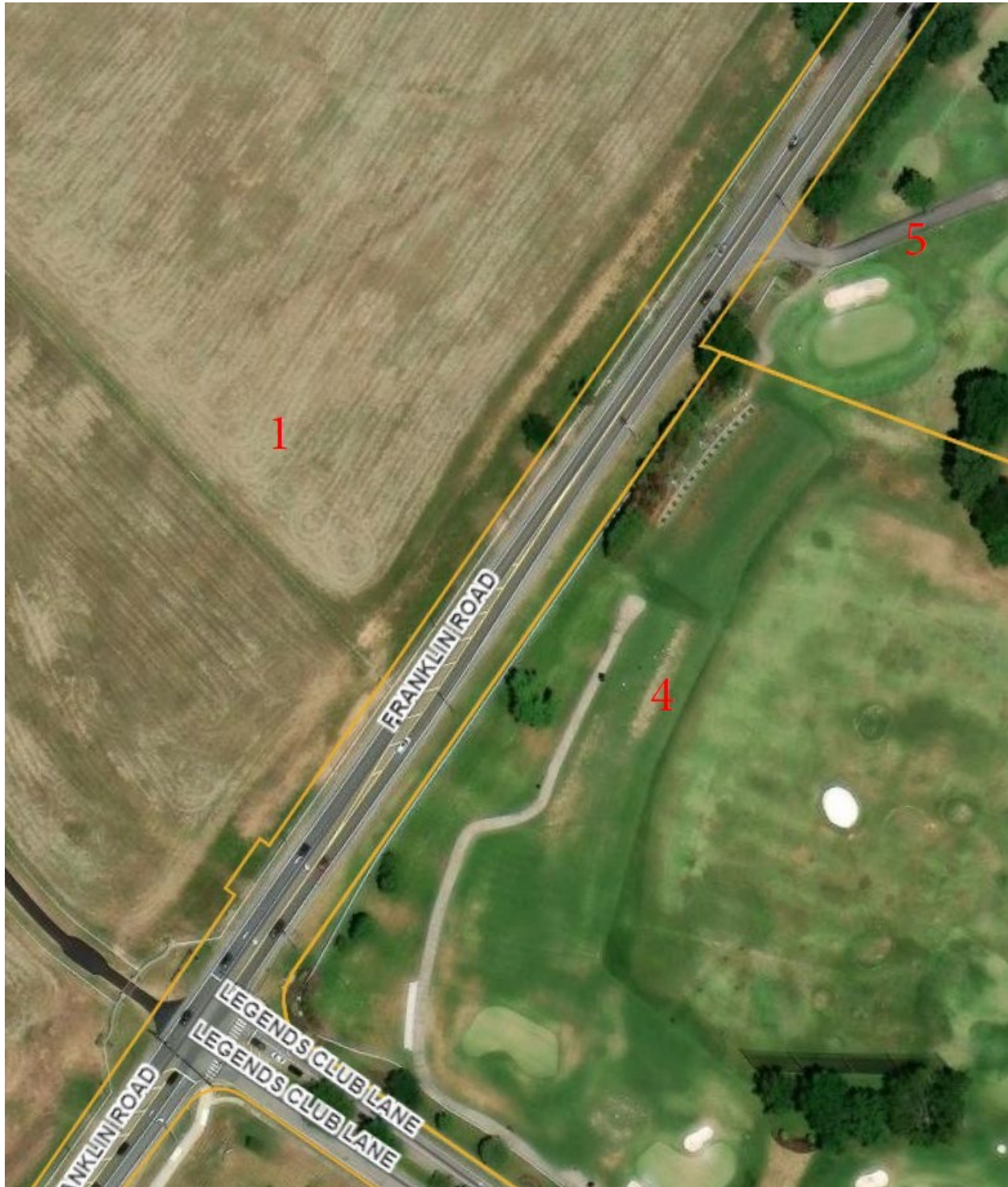






Tract Count











# MT-25861 Franklin, TN



**Map & Notes:**

MT-25861 Franklin, TN.kmz

<p><b>Turn Movement Count TN- 6 Hour [6-9am &amp; 3-6pm]</b></p> <p>w/peds/bikes/heavy trucks FHWA 4-13</p> <ol style="list-style-type: none"> <li>SR 6 (Franklin Road) at Mack Hatcher Pkwy</li> <li>SR 6 (Franklin Road) at Legends Club Lane</li> <li>SR 6 (Franklin Road) at S. Berry Chapel Rd</li> <li>SR 6 (Franklin Road) at Mallory Station Rd</li> </ol> <p>Sites per attached map</p>	<p>500.00 x 4 2,000.00</p>
<p><b>Bi-directional Count TN - 48 Hour [Speed, Volume, &amp; Class]</b></p> <ol style="list-style-type: none"> <li>SR 6 (Franklin Road) north of Legends Club Lane</li> </ol> <p>Sites per attached map</p>	<p>450.00 x 1 450.00</p>
<b>Total</b>	<b>\$2,450.00</b>

FROM  
**Marr Traffic**  
**Marr Traffic**  
 Tennessee  
 +1 (615) 431-3750  
  
 Georgia  
 +1 (404) 348-0344  
  
 Florida  
 +1 (407) 542-6156  
  
 North Carolina  
 +1 (919) 825-0302  
  
 Kentucky  
 +1 (502) 795-3702  
  
 Texas  
 +1 (214) 382-2014  
  
 hello@marrtraffic.com  
 www.marrtraffic.com  
  
 PHONE  
 +1 (800) 615-3765

FOR  
**Gresham Smith Nashville**  
  
 TO  
 Rebecca Murray  
  
 EMAIL  
 rebecca.murray@greshamsmith.com  
  
 COPY TO  
 Ben Coles  
  
 QUOTE NUMBER  
 25861  
  
 DATE  
 15 December 2025  
  
 EXPIRY DATE  
 15 March 2026 at 8:00 AM  
  
[Download PDF](#)

**\*\*\* Please Provide PO# or your order/reference number \*\*\***

Please provide the PO# or order/reference number for invoicing for this project when accepting cost estimate.

Thank you, we appreciate your business.

**End User Type? (Local, State, Federal, or Private)**

Please provide end user data to assist with our DOT audit compliance. Many thanks

**Questions & Answers**

**RM** **Rebecca Murray** 18 Dec 2025 at 3:37 PM  
 For this estimate, is it possible for the 48-hour counts to be delivered first? From that data, we will determine the peak periods in which the TMCs are to be processed. I was not sure if you collect the TMCs for the entire day and can process separately later. Please let me know if this process will work or if you have any concerns.

**NP** **Nate Prathaktakis** 19 Dec 2025 at 11:27 AM  
 We can deliver tube data first and process the TMC based on the hours you need

**MT-25861 Franklin, TN**

Total **\$2,450.00**

Additional comments

Optional

Your order/reference number

Optional

Yes, I **Rebecca Murray** agree to and accept this quote, on 5 January 2026 at 10:53 AM.

Accept Quote

[Decline this quote...](#)

Powered by **Quotient**

**Exhibit B/C**

**OWNERS'S RESPONSIBILITIES/**

**PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES:**

Compensation for Basic Services-Lump Sum Percent Complete Basis; not to exceed \$286,045.00:

Owner shall pay Engineer for Basic Services set forth in the Agreement, as follows:

- Under no circumstances shall the amount payable to the Engineer exceed \$286,045.00 (total of all charges) without the written consent of both the Engineer and the Owner.



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**File #: 21-039**

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**DATE:** 1/22/2026  
**TO:** Capital Investment Committee  
**FROM:** Paul Holzen, Director of Engineering

**SUBJECT:**

Consideration Of DRAFT COF Contract No. 2026-0009, With Sullivan Engineering, Inc. For The Peytonsville Road Improvements Project In An Amount Not To Exceed \$547,562.60

**PURPOSE:**

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2026-0009 with Sullivan Engineering, Inc. (SEI).

**BACKGROUND/STAFF COMMENTS:**

The Erickson Senior Living PUD Subdivision submitted a Traffic Impact Analysis (TIA) to the City of Franklin, which was reviewed by City staff and a third-party consultant. The TIA recommends constructing a four-lane, median-divided roadway from McBride Lane to the northern boundary of the development, consistent with the City's Comprehensive Transportation Network Plan. Under this recommendation, Erickson Senior Living would be responsible for building two northbound lanes, a center median, and one southbound lane. The second southbound lane is anticipated to be constructed in the future as part of the Reams-Fleming Development.

To pursue a more coordinated and cost-effective solution, City staff held multiple meetings with adjacent property owners—Erickson Senior Living, Reams-Fleming Development, and Chapter 2 Investment LLC. The goal of these discussions has been to establish a partnership that avoids a piecemeal approach and enables delivery of a larger, more efficient roadway project ahead of major development along Goose Creek Bypass and Peytonsville Road.

City staff presented BOMA with the following three alternatives:

- **Option 1:** Peytonsville Road Improvements (McBride Lane to the northern property line) with two northbound lanes and one southbound lane
- **Option 2:** Peytonsville Road Improvements (McBride Lane to the northern property line) with two northbound lanes and two southbound lanes
- **Option 3:** Full Build Option – Goose Creek Bypass and Peytonsville Road improvements

The consensus at the board work session was to proceed with the 100% design of the full build option to develop a complete set of construction plans. This will allow us to ensure proper vertical and horizontal alignment of the roadway and to limit impacts on adjacent property owners.

All three property owners have verbally agreed to cover costs associated with utility relocation, turn lanes, and traffic signals not included in the City's Traffic Signal Master Plan. Property acquisition would be dedicated to the City, and developers would enter into a road impact fee reimbursement agreement to recover costs related to the dedication.

This collaborative approach is expected to reduce overall project costs and streamline delivery of critical infrastructure improvements.

**FINANCIAL IMPACT:**

The total cost is for an amount not to exceed \$547,562.60.

**RECOMMENDATION:**

Staff recommends that COF Contract No. 2026-0009 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE  
PROFESSIONAL SERVICES AGREEMENT  
COF Contract No. 2026-0009**

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

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

**Goose Creek By-Pass & Carothers Extension**

1. SCOPE OF SERVICES. Consultant shall provide engineering related design 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 Five Hundred Forty Seven Five Hundred Sixty Two and 60/100 Dollars (\$547,562.60).

**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.

Sullivan Engineering, Inc.

**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:

\_\_\_\_\_  
William E. Squires Deputy City Attorney



**SULLIVAN ENGINEERING, INC.**

P.O. Box 1708 Brentwood, TN. 37024

December 11, 2025

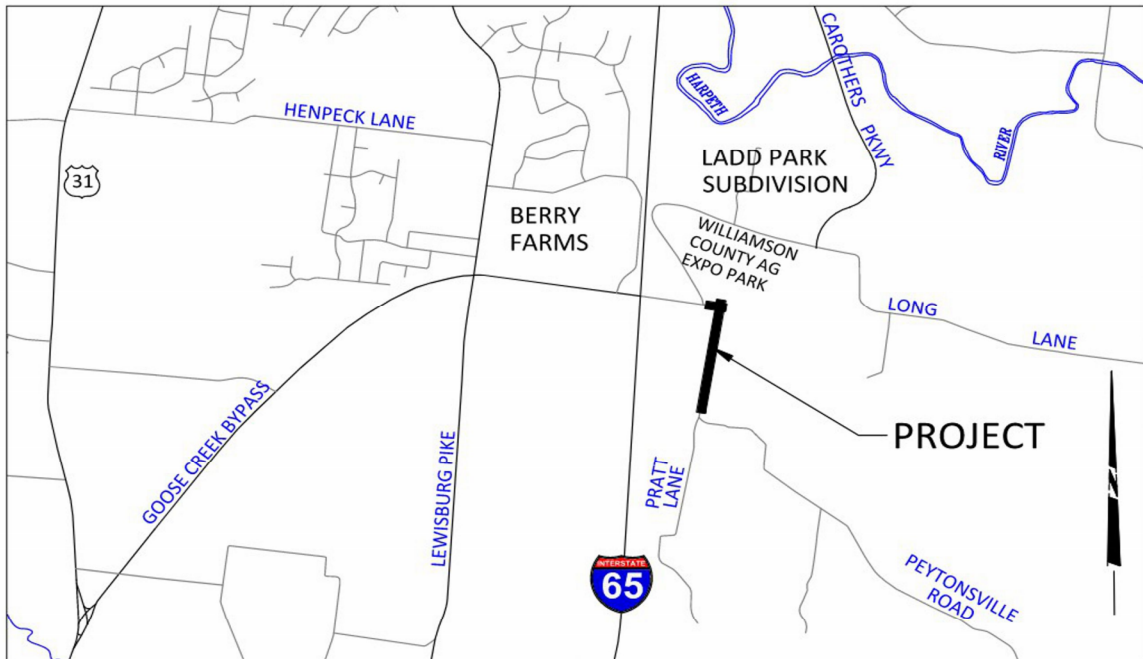
Paul Holzen, P.E.  
City of Franklin Engineering Director  
109 3<sup>rd</sup> Avenue South  
Franklin, TN. 37064

**RE: Peytonsville Road (Roadway Construction Plans)**  
From: 500+/- feet south of McBride Drive  
To: Goose Creek Bypass Intersection  
City of Franklin, Tennessee  
Williamson County

Paul,

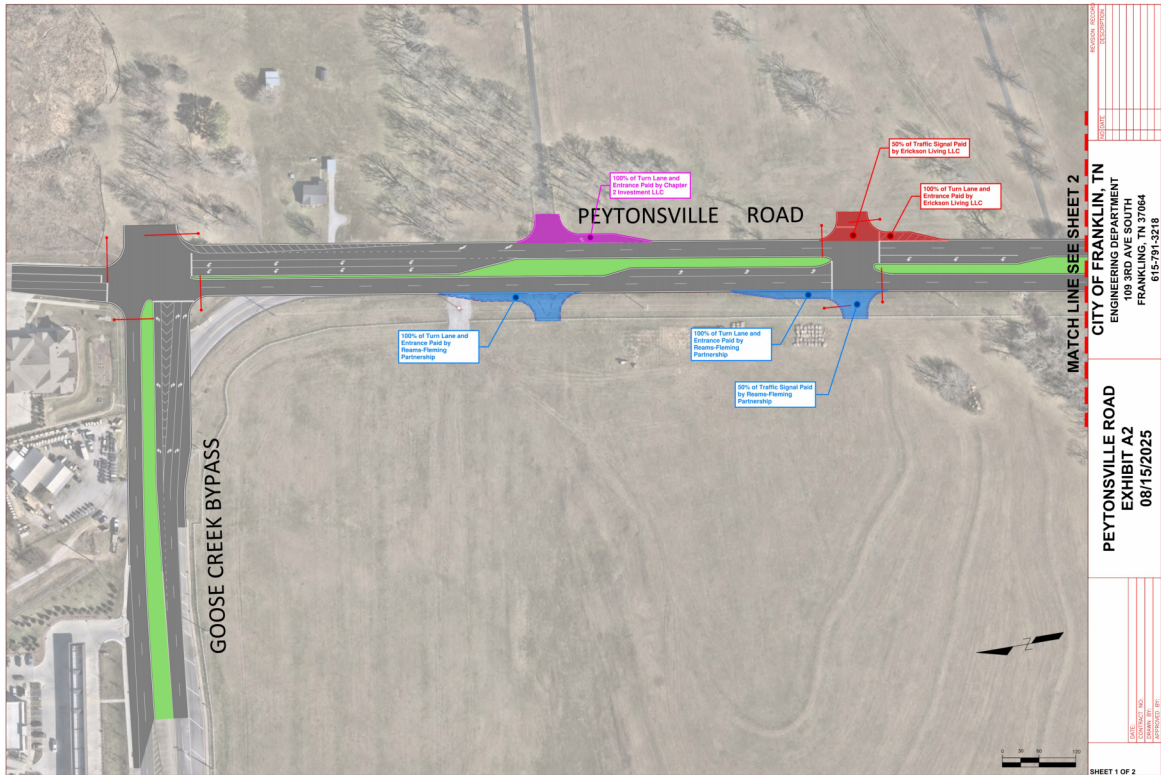
Sullivan Engineering Inc. (SEI) is pleased to submit a proposal for engineering design services associated with the development of the subject project. To assist the City of Franklin, Tennessee (COF) in allocating funds for the design and construction of Peytonsville Road and Goose Creek Bypass, SEI has broken this proposal into sections covering Preliminary, Right-of-way, and Construction Design Services. The following location map identifies the approximate limits of the proposed project in green.

**LOCATION MAP**



**LOCATION MAP**  
NOT TO SCALE

## PROJECT LIMITS EXHIBITS (CITY OF FRANKLIN)



## *Scope of Work*

### **Engineering Design Services**

#### ***Preliminary Design Documents***

Schematic designs were created and finalized in the summer of 2025. The selection of alternatives was narrowed to two. One kept all the work on Peytonsville Road, and the second included Peytonsville Road and Goose Creek Bypass, including the major intersection at the two roadways. Goose Creek Bypass is an arterial, and Peytonsville Road is a Collector per Connect Franklin. BOMA selected the second alternative, Peytonsville Road and Goose Creek Bypass, according to the attached Exhibit. This is the requested proposal to move forward with design:

The first task will be to develop a set of Preliminary Plans from that study document.

#### **I) Preliminary Engineering Design Documents**

- 1) Topographic Survey
  - i) Update
    - (1) Property owner and Utility contact information
    - (2) Update per field observations
  - ii) Initial utility owner contacts
- 2) Establish the project centerline through multiple iterations on both roads
- 3) Set a proposed profile through multiple iterations on both roads
- 4) Preliminary road design
  - i) Main lines, working with utility constraints
  - ii) Side road Entrances and private drives
  - iii) Intersection at Goose Creek Bypass and Peytonsville Road
  - iv) Cross-sections based on preliminary design
  - v) Minimizing impacts on property owners
  - vi) Utility Coordination
- 5) Roadway drainage
  - i) Preliminary size for hydraulic crossings
  - ii) Analysis of existing crossings/conditions of pipes and culverts
  - iii) Initial bridge/culvert design
  - iv) Offsite stormwater
- 6) Preliminary Right-of-Way and Easement Requirements
- 7) Water Quality Permits (if necessary)
  - i) Assume existing Environmental Concurrences will be used.
  - ii) All review and application fees are to be paid by the City of Franklin
- 8) Preparing a Preliminary Cost Estimate
- 9) Attend all Field Reviews and Meetings

### ***Right-of-Way Design Documents***

Upon acceptance of the Preliminary Plans by the City of Franklin Engineering Director, preparations will begin for the design of right-of-way acquisition documents, followed by the final design, but not the whole construction bid package. It is not anticipated that retaining walls will be required for the project.

The following outline indicates engineering services for developing right-of-way acquisition and construction bid documents for your review and acceptance.

## **II) Right-of-Way Engineering Design Documents**

- 1) Cross-Sections
  - i) 50ft. Interval
  - ii) Geotechnical Explorations
    - (1) 20 Year paving design
    - (2) Slope stabilization recommendations
- 2) Property Acquisition Descriptions
  - i) Legal descriptions
  - ii) Exhibit drawings
  - iii) Property acquisition table
- 3) Issue roadway design plans for utility design and relocation purposes
- 4) Hydraulic analysis
  - i) Coordinate with the City Engineering Director
  - ii) Identify Permanent drainage easements
  - iii) Size hydraulic crossings
    - (1) Q50 Design for cross drains
    - (2) Q10 Design for side drains
- 5) Prepare Water Quality SWPPP, and assuming an ARAP is not needed.
  - i) All review and application fees to be paid by the City of Franklin
  - ii) Submit to appropriate agencies for review and acceptance (not anticipated)
- 6) Initiate traffic control plan
- 7) Initiate erosion control plan
- 8) Initiate utility notification of proposed roadway improvements
- 9) Attend all Field Reviews and Meetings

### ***Construction Design & No Bidding Documents***

Includes preparing the final construction submittal. Final construction design elements will create tabulated and estimated quantities and associated footnotes.

### **III) Construction Engineering Design and Bid Documents**

- 1) Finalize roadway construction plans,
  - i) Assuming a Unit Price Bid at this point
  - ii) Coordinate construction details with the City Engineering Director
- 2) Estimated and tabulated Construction Quantities
  - i) Prepare tabulated items
  - ii) Engineers estimated the probable cost of construction
- 3) Roadway design details
  - i) General Notes,
  - ii) Special notes,
  - iii) Standard drawings,
  - iv) Special details
- 4) Finalize Pipe Culvert crossing design documents
- 5) Finalize Traffic Control Design
- 6) Finalize Erosion Control Design
  - i) Any revisions per comments from the City Engineering Director
- 7) Prepare Pavement Marking and Signing Layout documents
- 8) Not included - Prepare construction bid documents
  - i) Attend bid opening
  - ii) Open bids
  - iii) Review bid submittals
  - iv) Prepare and verify bid tabulation
- 9) Not Included - Issue final design documents and construction contract
  - i) Attend and conduct a pre-construction meeting
    - (1) Issue a construction notice to proceed
- 10) Not Included - Attend Field Reviews and Meetings

All documents will be developed in accordance with the City of Franklin standards and variances for this project. TDOT Standard Drawings and Special Provision will be referenced in the development of this project. The following list is representative of the documents.

**EXCLUSIONS:**

- Archaeology
- Offsite drainage study
- Utility relocation design
- Water Resource Environmental Study
- Water quality mitigation
- Structures (span bridges and retaining walls)
- Air and Noise Environmental Assessment
- Remediation of karst features
- Construction testing and observation
- Roadway Lighting
- Construction Specification
- Bidding Documents

## Design Schedule

<u>TASK</u>	<u>DAYS TO COMPLETION</u>	<u>DATE OF COMPLETION</u>
Issue work order (1)	-	1/30/2026
<b>Begin Preliminary Design</b>	0	1/30/2026
Begin Survey	14	2/13/2026
Begin Utility Coordination	14	2/27/2026
Begin Water Quality Assessment Process	45	3/16/2026
Finish Survey	45	3/30/2026
Begin Water Quality Permit Process	60	3/31/2026
Submit For Water Quality Permits	75	6/14/2026
Review preliminary Design with City Officials	130	6/9/2026
Finish Preliminary Design (2)	14	6/23/2026
<b>Begin Right-of-Way Design</b>	0	6/23/2026
Receive Water Quality Permits	100	9/22/2026
Complete Utility Design Coordination	90	9/21/2026
Submit for Right-of-Way Field Review	100	10/1/2026
Hold Right-of-Way Field Review	8	10/9/2026
Finish Final Right-of-Way Plans	20	10/29/2026
Begin Property Appraisals	0	10/29/2026
Begin Property Acquisition	14	11/12/2026
<b>Begin Construction Plans</b>	0	10/29/2026
Submit for Construction Field Review	120	2/26/2027
Complete Property Acquisition	120	3/12/2027
Finish Construction Plans Per Review Comments	21	4/2/2027
Submit Final Construction Plans	21	4/23/2027

**Compensation Table**

The following summary represents the estimated fee necessary for our design team to complete these projects:

**Engineering Design Services (Lump Sum)**

<b>SEI Corridor Study</b>		
	Study Plans	\$85,000
<b><i>Sub-Total SEI Corridor</i></b>		<b><i>\$85,000</i></b>

<b>SEI Design Services</b>		
	Preliminary Plans	\$163,184
	Right-of-Way Plans	\$111,296
	Construction Plans	\$82,720
	Reproduction Cost (Review Plots & PDF's by SEI all other reproduction cost by City)	\$4,200
<b><i>Sub-Total SEI Design Services</i></b>		<b><i>\$361,400</i></b>
<b>Consultant Design Services</b>		
	Topographic Survey by CIA	\$44,016
	Utility Test Hole Survey	7,350
	Traffic Signal Design	25,000
	Survey (ROW, Esm't, CL Stake, Includes)	\$5,000
	Geotechnical (Update Allowance)	\$10,600
<b><i>Sub-Total Consultant Services</i></b>		<b><i>\$91,966</i></b>
<b><i>SEI Administration Fee on Consultants (10%)</i></b>		<b><i>\$9,196.60</i></b>
<b><i>Total Design Project Cost</i></b>		<b><i>\$547,562.60</i></b>

This project will be developed in accordance with the City of Franklin and current T.D.O.T. (English) Design Guidelines, Standard Drawings, Special Provisions, and design exceptions discussed with the City Director of Engineering. The design fee is based on a lump-sum basis and shall include all items listed in the Scope of Work, computer plotting, and travel expenses. All printing for field reviews, public meetings and construction bids shall be the Responsibility of the City of Franklin. All documents shall be computer-generated in an AutoCAD format and reproduced in a Portable Document Format (PDF) suitable for printing.

I hope this proposal meets with your approval. Please phone after you have had a chance to review this proposal or if you have any questions.

Sincerely,  
**Sullivan Engineering, Inc.**

*Richard Sullivan, PE*

Richard Sullivan, PE  
President

Enclosure

## **PROPOSED IMPROVEMENTS FOR PEYTONSVILLE ROAD**

### **Mainline Project length 3,000+/- L.F. (0.57 miles)**

Design development of this project will be based on Schematic / Preliminary Design documents prepared by Sullivan Engineering, Inc.

The proposed roadway template will provide for two (12'-0") basic lanes in each direction, along with a grass median that varies in width. Turn lanes will be incorporated where required. The travel lanes will be flanked with 30" curb and gutters. No sidewalks on this project.

The storm drainage design shall be based on a ten-year design storm frequency with all cross drains based on a fifty-year design storm frequency. All storm drainage and erosion control shall be done in accordance with current water quality design standards.

Additional drainage, slope, and construction easements may be required beyond the proposed right-of-way limits at various locations throughout the project. All front slopes shall be a minimum of 3:1. All areas disturbed during the construction of this project shall receive topsoil and seed. Temporary seeding will be used as necessary for water quality control measures as the project progresses. Vertical and horizontal alignments shall be designed for a 30-mile-per-hour design speed, with emphasis placed on minimizing the impact on adjoining property owners. Horizontal and vertical design criteria shall be in accordance with approved guidelines established within the TN. Dept. of Transportation.

For the stream crossings, we will be looking at alternative methods to lessen the environmental impacts, limits delays in construction, avoid floodway impacts, and substantially reduce environmental impact fees and costs. We feel a net project savings can be obtained with this effort.

SEI will coordinate with the City of Franklin Water Services, MTEMC, Atmos Gas, AT&T and any other utilities along the route. As a result, project coordination and meetings will be required for inclusion of major electrical, water, gas, sewer, telephone and cable TV lines. All utility relocation design shall be the responsibility of the utility owner or their assigned representative and not within the scope of the proposal. However, any required easement documentation for any utility relocated as a result of this road project that exists within a private easement, will be produced by SEI.

MANDAY ESTIMATES

**Peytonsville Road (0.87 Miles) from South of McBride to the Firehall**

**GooseCreek ByPass (0.25 Miles)**

**Man-Day Estimate November, 2025**

**Sullivan Engineering, Inc.**

<b>Preliminary Design</b>			
	<u>Man-Days</u>	<u>Rate/Day</u>	<u>Total</u>
Survey Scope and Evaluation	4		
Survey Photo Documentation	1		
Preliminary Road Centerline at PVR and GCBP	3		
Preliminary Road Profile at PVR and GCBP	4		
Preliminary-Intersection Layout at PVR and GCBP	10		
Preliminary Locate Existing Waterline	4		
Preliminary Road Drainage at PVR and GCBP	10		
Preliminary Road Utility Coordination (two waterline, MTEMC, UGT)	8		
Preliminary Road affect to Adjoining Properties	2		
Preliminary Driveway Designs	3		
Preliminary Side Road Entrances Designs	3		
Preliminary Design for the Intersection of the Side Roads with Main Road	3		
Preliminary Culvert Design	2		
Preliminary Study of Stage Construction	4		
Preliminary Drainage Design- off main road	4		
Preliminary, Cross Sections	12		
Preliminary Design Around the COF Waterline	5		
Preliminary Signing & Pavement Marking Plan	2		
Preliminary Tract Numbers	0.5		
Preliminary Right-of-Way and Easements	2		
Preliminary Property Map	2		
Preliminary Off-site Stormwater Evaluation	3		
Preliminary Plan Sheets	15		
Preliminary Cost Estimate	2		
<b>Preliminary Design Totals</b>	<b>108.50000</b>	<b>\$1,504.00</b>	<b>\$ 163,184.00</b>

**Peytonsville Road (0.87 Miles) from South of McBride to the Firehall**

**GooseCreek ByPass (0.25 Miles)**

**Man-Day Estimate November, 2025**

**Sullivan Engineering, Inc.**

Right-of-Way Design			
	<u>Man-Days</u>	<u>Rate/Day</u>	<u>Total</u>
Right-of-Way Road Centerline at PVR and GCBP	2		
Right-of-Way Road Profile at PVR and GCBP	4		
Right-of-Way Road Grades Ties at PVR and GCBP	3		
Right-of-Way Road Drainage Layout at PVR and GCBP	5		
Right-of-Way Road Affect to Adjoining Properties	2		
Right-of-Way Driveway Designs	1		
Right-of-Way Side Road Entrance	2		
Right-of-Way - Intersection Layout at PVR and GCBP	4		
Right-of-Way Culvert Design	1		
Right-of-Way Study of Stage Construction	2		
Right-of-Way Drainage Design- off main road	2		
Right-of-Way Stormwater Design	6		
Right-of-Way Culvert Sections	1		
Right-of-Way Utility Coordination	5		
Right-of-Way Traffic Control Plan	4		
Right-of-Way Apply Geotechnical Study	2		
Right-of-Way, Cross Sections	6		
Right-of-Way Plan Sheets	10		
Right-of-Way Erosion Control Design	3		
Right-of-Way ROW calculation	1		
Right-of-Way Easement calculation	1		
Right-of-Way Easement Documents	3		
Right-of-Way Property Map	2		
Right-of-Way Cost Estimate	2		
<b>Right-of-Way Design Totals</b>	<b>74</b>	<b>\$1,504.00</b>	<b>\$ 111,296.00</b>

**Peytonsville Road (0.87 Miles) from South of McBride to the Firehall**

**GooseCreek ByPass (0.25 Miles)**

**Man-Day Estimate November, 2025**

**Sullivan Engineering, Inc.**

<b>Construction Design and Bidding</b>			
	<u>Man-Days</u>	<u>Rate/Day</u>	<u>Total</u>
Construction Road and Pavement Details	2		
Construction Pavement Markings	2		
Construction Road Drainage Details	2		
Construction Driveway Details	2		
Construction Side Road details	2		
Construction Design for Intersection at PVR and GCBP	5		
Construction Design for Intersection of the Side Roads with Main Road	5		
Construction Culvert Design Details	3		
Construction -Signing with Details	2		
Construction Drainage Design- off main road	4		
Construction, Cross Sections	5		
Construction Utility Coordination	4		
Construction Plan Sheets	10		
Construction Cost Estimate	2		
Construction SWPPP - SEI	5		
Construction Specifications	0		
Construction Bid-Book	0		
<b>Construction Design and Bidding Totals</b>	<b>55</b>	<b>\$1,504.00</b>	<b>\$ 82,720.00</b>

**Preliminary / Right-of-Way / Construction Design and Bidding Combined Total = \$357,200.00**



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**File #: 21-086**

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**DATE:** 1/22/2026  
**TO:** Capital Investment Committee  
**FROM:** Paul Holzen, Director of Engineering  
Jonathan Marston, Asst. Director of Engineering

**SUBJECT:**

Capital Projects Dashboard And Status Updates For January 2026

**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



# City of Franklin Capital Investment Projects Dashboard

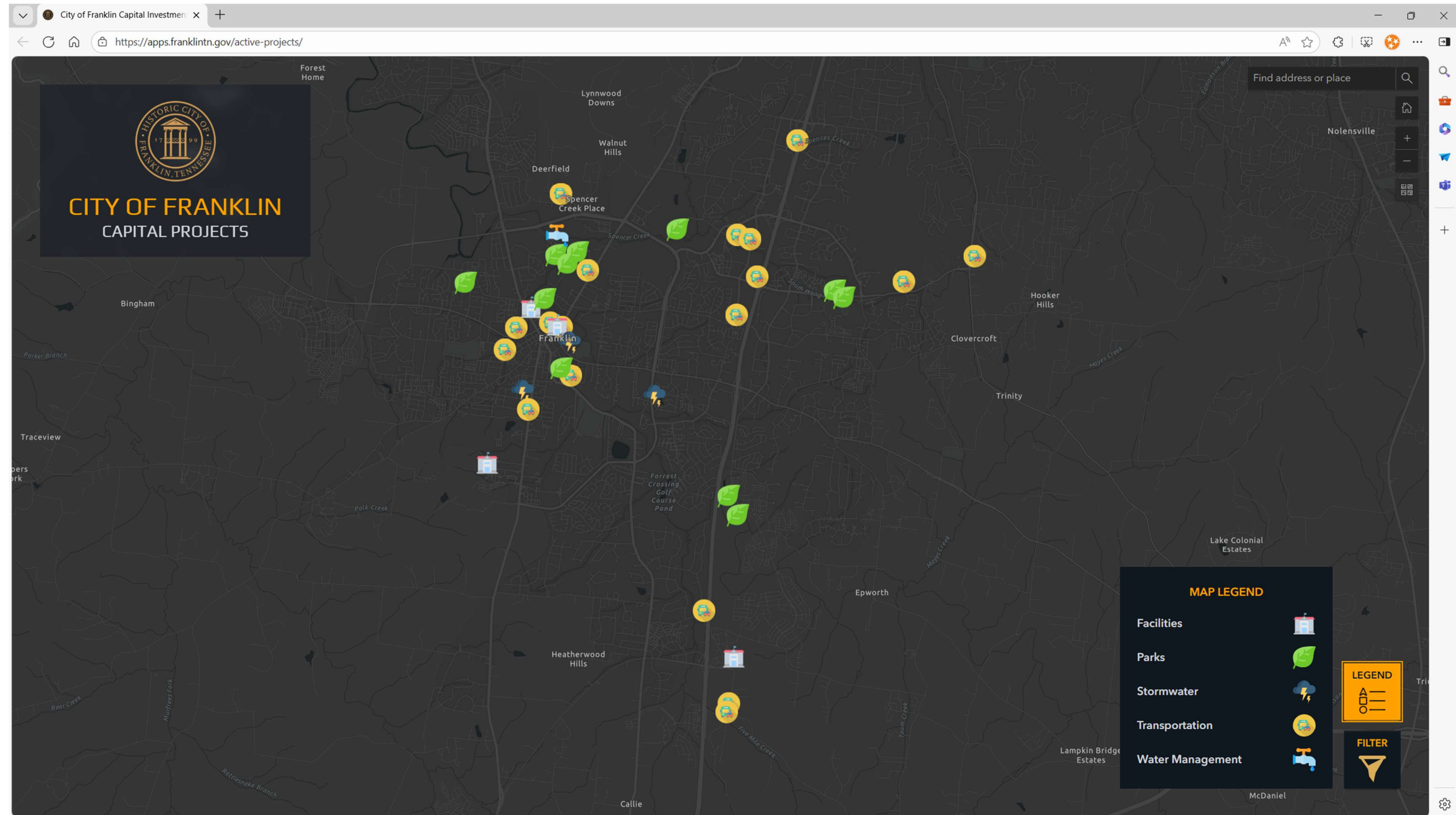


Image Captured from City of Franklin Website on 01/16/2026

Go to [www.franklintn.gov](http://www.franklintn.gov) >> Hover over "Our City" >> Click on "City Projects" >> Click on "[Capital Projects Dashboard](#)"

OR

Go to [www.franklintn.gov](http://www.franklintn.gov) >> Hover over "Business" >> Click on "City Projects" >> Click on "[Capital Projects Dashboard](#)"