



City of Franklin

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

Meeting Agenda

Capital Investment Committee

Thursday, March 26, 2026

3:00 PM

Williamson County
Auditorium

MEETING LOCATION

Williamson County Auditorium
1320 West Main Street

CALL TO ORDER

SETTING OF THE AGENDA

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

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

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

APPROVAL OF MINUTES

2. Consideration Of Approval Of Minutes
February 26, 2026 Capital Investment Committee Meeting

NEW BUSINESS

3. Consideration Of Ordinance 2026-03, An Ordinance To Amend Section 15-603 Of The Municipal Code Relating To Stopping, Standing, And Parking Prohibited Locations

Sponsors: Paul Holzen

4. Consideration Of Resolution 2026-17, A Resolution Authorizing The City Administrator To Approve Agreements And The Use Of Condemnation, If Necessary, To Acquire Rights-Of-Way And/Or Easements For The Church Street Improvements Project (COF Project No. 2019-019)

Sponsors: Paul Holzen, Jonathan Marston, William Banks

5. Consideration Of DRAFT COF Contract No. 2026-0141, A Professional Services Agreement With Boozer & Company, P.C., For The Church Street Improvements Project At A Not To Exceed Cost Of \$211,500

Sponsors: Paul Holzen, Jonathan Marston, William Banks

6. Consideration Of DRAFT COF Contract No. 2026-0142, A Professional Services Agreement With Johnson, Mirmiran & Thompson, Inc. (JMT), For Right-Of-Way Acquisition Services For The Church Street Improvements Project At A Not To Exceed Cost Of \$258,300

Sponsors: Paul Holzen, Jonathan Marston, William Banks

7. Consideration Of Amendment 2 To COF Contract No. 2021-0283, With Lose Design For The Liberty Park Expansion Project At A Lump Sum Cost Increase Of \$131,000

Sponsors: Paul Holzen, Jonathan Marston, Shahad Abdulrahman

8. Consideration Of COF Contract No. 2026-0096, With Tennessee Department of Transportation For SR-6 (East Main Street) Bridge Over Harpeth For An Estimated Amount Of \$927,900

Sponsors: Paul Holzen, Jonathan Marston

9. Consideration Of DRAFT COF Contract No. 2026-0123, A Professional Services Agreement With Johnson, Mirmiran & Thompson, Inc. (JMT), For Right-Of-Way Acquisition Services For The Old Peytons ville Road & Long Lane Bridge & Connector – Minimum Build Project At A Not To Exceed Cost Of \$118,750

Sponsors: Paul Holzen, Jonathan Marston, William Banks

10. Consideration Of DRAFT Change Order 1 To COF Contract No. 2023-0377, With Stansell Electric Company For Franklin ITS Expansion (COF Project No. 2014-018 / TDOT PIN 116144.00) For A Cost Decrease Of \$25,214

Sponsors: Paul Holzen, David Chang

11. Consideration Of Amendment 1 To COF Contract No. 2024-0050 With The Corradino Group, Inc. For Additional Construction Oversight And Inspection Services For The Pearlene M. Bransford Complex Increasing The Contract Cost By A Not-to-Exceed Amount Of \$740,080

Sponsors: Paul Holzen, Jonathan Marston, Shahad Abdulrahman

12. Consideration Of DRAFT Change Order 1 (Final) To COF Contract No. 2025-0232, With Nickell Contracting, LLC For The SR96 Murfreesboro Road Access Control and Royal Oaks Improvement Project Resulting In A Net Decrease Of \$144,583.64

Sponsors: Paul Holzen

13. Consideration Of COF Contract No. 2026-0130, With Univar Solution USA, Inc., For Hydrogen Peroxide For Water Treatment Process Of Potable Water

Sponsors: Michelle Hatcher, Brian Goodwin

14. Consideration Of DRAFT Amendment 1 To COF Contract No. 2025-0086, With Gresham Smith For The WTP Hydrochloric Acid Building In The Amount Of \$26,100

Sponsors: Brian Goodwin

15. Consideration Of COF Contract No. 2026-0102, With TDOT For Sanitary Sewer Line Relocation With Franklin Road Bridge Over The Harpeth River Project

Sponsors: Michelle Hatcher, Brian Goodwin

16. Consideration Of COF Contract No. 2026-0134, With Civil-Link, LLC For Roadway Pavement Condition Assessment In The Amount Of \$92,000

Sponsors: Jerry Hatcher

17. Capital Projects Dashboard And Status Updates For March 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

Thursday, February 26, 2026

3:30 PM

Williamson County
Auditorium

CALL TO ORDER

Chair Beverly Burger called the meeting to order at 03:33 PM

Board Members Present: Beverly Burger, Brandy Blanton, Patrick Baggett, Jason Potts
Vice Chair Patrick Baggett entered meeting at 3:43 PM.

Board Members Absent: None

Staff Present: Eric Stuckey, Sarah Schilling, Michelle Hatcher, Paul Holzen, Jonathan Marston

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 Brandy Blanton, seconded by Alderman Jason Potts to Approve the Agenda as Submitted. The motion passed 3-0.

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@franklinton.gov before noon on the day of the meeting. Comments will be submitted for the record.

APPROVAL OF MINUTES

2. **Consideration Of Approval Of Minutes**
January 22, 2026 Capital Investment Committee Meeting

Sponsors:

A motion was made by Alderman Jason Potts, seconded by Alderman Brandy Blanton to Approve the January 22, 2026 Capital Investment Committee Minutes. The motion passed 3-0.

NEW BUSINESS**3. Consideration To Grant Sewer Availability For 4006 Clovercroft Road (Map 79L, Group A, Parcel 12.00)**

Sponsors: Michelle Hatcher, Brian Goodwin

A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Recommend Approval of the Sewer Availability to the Board of Mayor and Aldermen. The motion passed 3-0.

4. Consideration Of Change Order 1 To COF Contract No. 2024-0167, With Morgan Contracting, Inc. For The Franklin Water Reclamation Facility Rehabilitation And Resiliency Improvements Project

Sponsors: Michelle Hatcher

A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Recommend Approval of the Contract Change Order to the Board of Mayor and Aldermen. The motion passed 3-0.

5. Consideration Of COF Contract No. 2025-0572, With The U.S. Geological Survey (USGS) Lower Mississippi-Gulf Water Science Center For A Not-To-Exceed Amount Of \$71,245

Sponsors: Michelle Hatcher

A motion was made by Alderman Jason Potts, seconded by Alderman Brandy Blanton to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 3-0.

6. Consideration Of DRAFT Change Order 3 To COF Contract No. 2025-0174, With Garney Construction For The Ewingville Drive Emergency 48-In FRP Repair

Sponsors: Michelle Hatcher

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

7. Consideration Of DRAFT COF Contract No. 2026-0060, With C&T Engineering And Inspection, LLC, For Harpeth River Stream Monitoring And Data Management

Sponsors: Michelle Hatcher

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

8. Consideration Of Change Order 1 To COF Contract No. 2022-0315, With Sain Construction For Change Order To Bicentennial Park Project

Sponsors: Paul Holzen, Jonathan Marston, Shahad Abdulrahman

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

9. **Consideration Of COF Contract No. 2025-0221, With CSX Transportation, Inc. For Lewisburg Pike Sidewalk Project**

Sponsors: Paul Holzen, Jonathan Marston, Allison Davis

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.

10. **Capital Projects Dashboard And Status Updates For February 2026**

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 4-0.

Meeting Adjourned @ 04:06 PM

Beverly Burger, Chair

Minutes Prepared by Sarah Schilling, Deputy City Recorder - City Recorder's Office - 3/16/26, 1:59 PM



City of Franklin

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

File #: 21-077

DATE: 3/26/2026
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of Ordinance 2026-03, An Ordinance To Amend Section 15-603 Of The Municipal Code Relating To Stopping, Standing, And Parking Prohibited Locations

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2026-03.

BACKGROUND/STAFF COMMENTS:

City staff have prepared a clarification to Section 15-603 of the Municipal Code, which regulates locations where stopping, standing, or parking a vehicle is prohibited. The proposed amendment updates the language governing intersection-related restrictions and clarifies the exceptions that apply at all-way stop locations. Under the revised wording, the exception will apply to both four-way and three-way all-way stop intersections, ensuring consistent interpretation and enforcement.

FINANCIAL IMPACT:

There is no financial impact to the City.

RECOMMENDATION:

Staff recommends that Ordinance 2026-03 be recommended to the Board of Mayor and Aldermen for approval.

ORDINANCE 2026-03

**AN ORDINANCE TO AMEND SECTION 15-603 OF THE MUNICIPAL CODE
RELATING TO STOPPING, STANDING, AND PARKING PROHIBITED
LOCATIONS .**

WHEREAS, the Board of Mayor and Aldermen finds that clear and consistent rules governing stopping, standing, and parking are essential to maintaining safe and efficient traffic operations within the City; and

WHEREAS, the City of Franklin has determined that visibility at intersections is a critical component of roadway safety, particularly for drivers entering or crossing major streets from stop-controlled approaches; and

WHEREAS, the existing language of Section 15-603 contains outdated phrasing and structural elements that may cause confusion for residents, visitors, and enforcement personnel; and

WHEREAS, the Board of Mayor and Aldermen desires to modernize and clarify the ordinance to ensure that prohibited parking locations are easily understood and consistently enforceable; and

WHEREAS, the Board of Mayor and Aldermen find that this action to be in the best interest of the City.

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

SECTION I. That Title 15, Chapter 6, Section 15-603, subsection (1) of the City of Franklin Municipal Code is hereby amended to delete the following text noted with a ~~striketrough~~; to add the following text noted in **bold**, and is approved to read as follows:

Sec. 15-603. – Stopping, standing or parking – prohibited locations.

- (1) No person shall stop, stand, or park a vehicle:
 - (a) On a sidewalk;
 - (b) Upon any median, buffer strip, planting strip, or landscape strip located between a sidewalk and roadway;
 - (c) Within an intersection or within ~~25 feet~~ **twenty-five (25) feet** thereof, except ~~to this shall have no application to~~ **this restriction shall not apply to:**
 - (i) Intersections at which the flow of traffic is controlled by either a traffic light (providing the customary red, yellow and green signals) or an ~~four-way~~ **all-way** stop sign;
 - (ii) Designated parking spaces when properly signed and marked;
 - (d) On a crosswalk or between sidewalk pedestrian ramps;
 - (e) On any controlled-access highway;

- (f) Alongside or opposite any street excavation or obstruction when other traffic would be obstructed;
- (g) Upon any bridge or other elevated structure, underpass, or within a street tunnel;
- (h) On a path or crosswalk within any park.

SECTION II. This Ordinance shall take effect from and after its passage on second and final reading, the health, safety and welfare of the citizens requiring it.

SECTION III. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on second and final reading, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

William E. Squires
Deputy City Attorney

PASSED FIRST READING

PASSED SECOND READING:



City of Franklin

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

File #: 26-0269

DATE: 3/26/2026
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of Resolution 2026-17, A Resolution Authorizing The City Administrator To Approve Agreements And The Use Of Condemnation, If Necessary, To Acquire Rights-Of-Way And/Or Easements For The Church Street Improvements Project (COF Project No. 2019-019)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2026-17.

BACKGROUND/STAFF COMMENTS:

The Church Street Improvements Project (COF Project No. 2019-019) includes utility upgrades and streetscape enhancements along Church Street from Columbia Avenue to 1st Avenue South and the Harpeth River. To facilitate construction, the City must acquire additional rights-of-way and easements from affected property owners.

Resolution 2026-17 authorizes the City Administrator to approve property acquisition agreements and, if necessary, initiate condemnation proceedings to secure the required right of way and easements. All acquisitions will be reported to BOMA following approval by the City Administrator.

FINANCIAL IMPACT:

Right-of-way acquisition for the Church Street Improvements Project is currently estimated at approximately \$4,100,000. Final acquisition costs will be determined based on valuations provided by a qualified appraiser and negotiated in accordance with established City practices.

RECOMMENDATION:

Staff recommends that Resolution 2026-17 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2026-17

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE AGREEMENTS AND THE USE OF CONDEMNATION, IF NECESSARY, TO ACQUIRE RIGHTS-OF-WAY AND/OR EASEMENTS FOR THE "CHURCH STREET IMPROVEMENTS PROJECT" (COF PROJECT NO. 2019-019)

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

WHEREAS, these improvements are generally described as the utility upgrades and streetscape of Church Street, from Columbia Avenue to 1st Avenue South/Harpeth River (the "Project"); and

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

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

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

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

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

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

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

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

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

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

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

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

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2026.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
William E. Squires
Deputy City Attorney

RESOLUTION 2026-17
EXHIBIT A

TRACT NUMBER	TAX MAP NUMBER	PARCEL NUMBER
7	78C H	3.00
8	78C H	6.00
9	78C H	5.00
10	78C H	7.00
12	78C H	14.00
13	78C H	13.00
15	78C H	15.00
16	78C H	20.00
17	78C H	21.00
18	78C G	47.00
19	78C G	46.00
20	78C G	4.00
21	78C G	48.00
22	78C G	49.00
23	78C G	50.00
24	78C G	30.00
25	78C G	31.00
26	78C G	10.00
27	78C G	29.00
29	78C G	15.00
30	78C G	16.00
32	78C G	14.00
33	78C G	17.00
36	78C F	51.00
37	78C F	50.00
38	78C F	4.00
39	78C F	38.00
40	78C F	39.00
46	78C F	5.00
68	78C F	37.00
69	78C F	36.00
70	78C F	24.01
71	78C F	22.00
72	78C F	23.00
73	78C F	24.00
80	78C E	5.00
81	78C E	2.00



File #: 21-01881

DATE: 3/26/2026
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of DRAFT COF Contract No. 2026-0141, A Professional Services Agreement With Boozer & Company, P.C., For The Church Street Improvements Project At A Not To Exceed Cost Of \$211,500

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning DRAFT COF Contract No. 2026-0141, a Professional Services Agreement (PSA) with Boozer & Company, P.C., for the Church Street Improvements Project.

BACKGROUND/STAFF COMMENTS:

On June 25, 2024, the BOMA approved Resolution 2024-46, adopting Phase I of the FYs 2024-2033 CIP. This "Phase 1" approval reaffirmed support for many of the projects approved in 2019, including Church Street Improvements. The project team is currently finalizing the utility relocation design and right-of-way (ROW) plans. The ROW acquisition phase should begin this Spring 2026.

This PSA brings Boozer and Company on-board to provide the required ROW and easement acquisition appraisals. See "Attachment A" to the proposed PSA for the detailed scope of services and compensation fee summary.

FINANCIAL IMPACT:

This PSA will have a not-to-exceed cost of \$211,500.00. It is likely that a project this large will consist of multiple sources of funding (e.g. bonds, road impact, general fund, etc.), but the final source(s) of funding will be determined by the Administration and Finance Departments.

RECOMMENDATION:

Staff recommends that DRAFT COF Contract No. 2026-0141 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2026-0141**

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

COMPANY, P.C. 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:

**RIGHT-OF-WAY APPRAISAL SERVICES FOR THE CHURCH STREET
IMPROVEMENTS PROJECT, FROM COLUMBIA AVENUE TO 1ST
AVENUE SOUTH/HARPETH RIVER**

1. **SCOPE OF SERVICES.** Consultant shall provide appraisal services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of **Two Hundred Eleven Thousand Five Hundred and NO/100 Dollars (\$211,500.00).**

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 2026.**

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

ARTICLE 8. INSURANCE.

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

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

ARTICLE 9. PAYMENT.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract

or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BOOZER & COMPANY, P.C.

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:

INSERT, Staff Attorney



March 11, 2026

Mr. William Banks, PE
Engineering Department
City of Franklin
109 3rd Avenue South, Suite 133
Franklin, TN 37064

**RE: Proposal for ROW Appraisal Services
Church Street Streetscape Project
+/-37 Tracts
Church Street
Franklin, Williamson County, Tennessee**

Dear William,

Per your request, I respectfully submit this formal proposal for ***Ted Boozer, MAI of Boozer & Company, P.C.*** to conduct ROW appraisals on the above-referenced project, as outlined below.

The purpose of the appraisals will be to estimate the Amount Due the Property Owner as a result of the proposed ROW acquisition for the Church Street Streetscape project. The intended use of the appraisals will be to assist the City of Franklin in right-of-way acquisition for this project. The intended user of these reports will be the City of Franklin, and/or assigns. ***Boozer & Company, P.C.*** will not be responsible for unauthorized use of the reports.

The appraisals will be completed in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Act, and TDOT Guidelines for Appraisers.

Appraisal Fees: Based on the preliminary ROW plans, it has been determined there are approximately 37 impacted tracts on this project, 2 of which will require “Formal” reports with the remaining 35 tracts requiring “FPA” reports. Should additional tracts be added or removed from the project, the total fee will be adjusted accordingly. Fees will become due and payable upon completion and delivery of the appraisal reports.

Report No.	Tract Nos.	Appraisal Type	Fee/Tract	Total Fee
1	8	Formal – loss of parking	\$9,500	\$ 9,500
2	73	Formal – building acquired	\$9,500	\$ 9,500
3-37	All Remaining	Formal Part-Affected (FPA)	\$5,500	\$192,500
Total/Average:			\$5,716	\$211,500



Page 2
March 11, 2026

Report Updates/Consulting/Expert Witness Testimony/Etc.: Any updates or revisions to the completed appraisal reports due to plan changes will be billed at 50% of the original fee, assuming no significant changes in market conditions has occurred since the date of the original report that requires additional market data research. If additional market data is necessary to complete the updated/revised report, or if a new site inspection is required due to change in ownership, fees will be negotiated on a case-by-case basis. Any consultation outside the scope of the appraisal assignment, or testimony/conferences in relation to condemnation of tracts, will be billed at a rate of **\$350 per hour.**

Timing: Upon receiving the Notice to Proceed from the client, along with all pertinent ROW Plans, ROW Exhibits, and Legal Descriptions, the appraisal reports can be completed within **6 to 8 months.**

Thank you for allowing *Boozer & Company, P.C.* the opportunity to submit this proposal. If you have any questions, please feel free to contact me at 615-591-4422 ext. 203. I look forward to working with you on this project.

Sincerely,

Ted A. Boozer, MAI, CG-973
State Certified General Real Estate Appraiser



File #: 26-0270

DATE: 3/26/2026
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of DRAFT COF Contract No. 2026-0142, A Professional Services Agreement With Johnson, Mirmiran & Thompson, Inc. (JMT), For Right-Of-Way Acquisition Services For The Church Street Improvements Project At A Not To Exceed Cost Of \$258,300

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning DRAFT COF Contract No. 2026-0142, a Professional Services Agreement with Johnson, Mirmiran & Thompson, Inc. (JMT), for Right-Of-Way Acquisition Services for the Church Street Improvements Project.

BACKGROUND/STAFF COMMENTS:

On August 13, 2019, the BOMA approved Resolution 2019-68 to adopt the project list for the fiscal years (FYs) 2019-2028 Capital Investment Program (CIP). The Church Street Improvements Project, from Columbia Avenue to 1st Avenue South/Harpeth River, was included on that adopted project list. On June 25, 2024, the BOMA approved Resolution 2024-46, adopting Phase I of the FYs 2024-2033 CIP. This "Phase 1" approval reaffirmed support for many of the projects approved in 2019, including Church Street Improvements.

This PSA with Johnson, Mirmiran & Thompson, Inc. (JMT) is for right-of-way (ROW) acquisition/negotiation services. JMT will act as the City's ROW Agent throughout the entire ROW process, from initial property owner contact to delivery of the final transmittal to the City for each parcel. JMT will provide the manpower and management to help perform the ROW acquisition services for the Church Street Improvements, a locally funded project. This will include coordination with City, title reports, negotiations, closings, and file management. All acquisition services will conform with the Uniform Act. The following acquisition services will be provided for 37 tracts:

- Meetings — A public meeting may be beneficial. Should the City of Franklin determine one is preferred, we plan to coordinate and attend one public meeting (whether in person or virtual) hosted by the City. JMT will be present and available for communicating with property owners as well as other ROW team members. We expect the City will be responsible for posting all advertisements and alerting property owners of the meeting.
- Titles and Closings — We understand the City will prepare the title reports and manage/perform the deed recordings and closings.
- Appraisals and Amount Due Owners — We understand the City plans to use Boozer & Company (or similar local appraisal firm) for appraisals. While we understand this contract will not include appraisals, we have worked with Boozer & Company and are comfortable working and communicating with them about their appraisals. JMT will prepare an Amount Due Owner document that will be the basis for the City to approve the appraised offer amount for each tract. Once executed by the City, JMT will move forward with offers.
- Negotiations — The City of Franklin will provide JMT a copy of the plan set for each tract, which contains a property map and acquisition table and individual easement exhibits and legal descriptions for each tract. These files will be updated periodically throughout the project by the City. Upon receipt of Title Reports, JMT will send Notice of Proposed Acquisition letters to property owners. JMT will follow all current guidelines when meeting and negotiating with property owners. We will meet with property owners no more than three (3) times and make contact via trackable shipping and phone/email as needed. JMT will perform due diligence to contact each property owner. JMT will negotiate ROW and easements as shown in the most current plan set. JMT will use standard forms with City of Franklin titles and references for all letters, forms, and negotiations with property owners. JMT will also include the Middle Tennessee Electric easement exhibit as a separate form/document for the property owner to acknowledge and sign when making the offers. It is assumed none of these tracts will fall under NPP.
- Project and File Management — JMT will maintain frequent communication and coordination with the City of Franklin, appraiser, attorneys, and other team members by phone and email as appropriate. Coordination meetings with the ROW team and the City will be provided on a monthly basis during the active acquisition process, as needed. JMT will submit regular progress reports to the Project Manager. These updates will include a link to a shareable interactive tool for progress on each tract. From the time the City approves the Amount Due Owner document for each tract, we expect the negotiations for ROW acquisitions and MTE easements to take a maximum of six to nine months to either send for closing or condemnation. Some tracts will likely be completed within a couple of months. We will do our very best to avoid condemnation for all tracts. JMT will maintain electronic files of all necessary and proper files, according to the Uniform Act. Upon completion of the project, these files will be given to the City of Franklin for their use/verification purposes.

FINANCIAL IMPACT:

This PSA shall be a not-to-exceed cost of \$258,300.00. The ROW Acquisition expenses for this project will be paid from the Capital Projects Fund (310). It is likely that a project this large will consist of multiple sources of funding (e.g. bonds, road impact, general fund, etc.), but the final source(s) of funding will be determined by the Administration and Finance Departments.

RECOMMENDATION:

Staff recommends that DRAFT COF Contract 2026-0142 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No.2026-0142**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **JOHNSON, MIRMIRAN & THOMPSON, INC. (JMT)** 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:

**RIGHT-OF-WAY ACQUISITION SERVICES FOR THE CHURCH STREET
IMPROVEMENTS PROJECT, FROM COLUMBIA AVENUE TO 1ST
AVENUE SOUTH/HARPETH RIVER**

1. **SCOPE OF SERVICES.** Consultant shall provide right-of-way negotiation/acquisition 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 Fifty-Eight Thousand Three Hundred and No/100 Dollars (\$258,300.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2026.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

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

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

ARTICLE 8. INSURANCE.

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

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

ARTICLE 9. PAYMENT.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract

or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

Johnson, Mirmiran & Thompson, Inc. (JMT)
TENNESSEE

CITY OF FRANKLIN,

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

ATTEST:

BY: _____
Angie Skarp
City Recorder
Date: _____

DRAFT

Approved as to Form:

Assistant City Attorney



March 4, 2026

William Banks, P.E.
Engineer 3
City of Franklin • Engineering Dept.
Mailing Address: 109 3rd Avenue South • Franklin, TN 37064
Office Location: 120 9th Avenue South • Franklin, TN 37064

**Re: Church Street Improvements Project – COF Contract No. 2026-0125
Right-of-Way Acquisition Scope of Services**

Dear William:

Johnson, Mirmiran & Thompson, Inc. (JMT) is pleased to submit this scope of work and fee estimate for the Right-of-Way Acquisition of the Church Street Improvements Project in Franklin, Tennessee.

Right-of-Way Acquisition Scope of Services

We will provide the manpower and management to help perform the right-of-way (ROW) acquisition services for the Church Street Improvements Project, a locally funded project. This will include coordination with City, title reports, negotiations, closings, and file management. All acquisition services will conform with the Uniform Act. The following acquisition services will be provided for 37 tracts:

Meetings

- A public meeting may be beneficial. Should the City of Franklin determine one is preferred, we plan to coordinate and attend one public meeting (whether in person or virtual) hosted by the City. JMT will be present and available for communicating with property owners as well as other ROW team members. We expect the City will be responsible for posting all advertisements and alerting property owners of the meeting.

Titles and Closings

- We understand the City will prepare the title reports and manage/perform the deed recordings and closings.

Appraisals & Amount Due Owners

- We understand the City plans to use Boozer & Company (or similar local appraisal firm) for appraisals.
- While we understand this contract will not include appraisals, we have worked with many local appraisers and are comfortable working and communicating with them about their appraisals.
- JMT will prepare an Amount Due Owner document that will be the basis for the City to approve the appraised offer amount for each tract. Once executed by the City, JMT will move forward with offers.

Negotiations

- The City of Franklin will provide JMT a copy of the plan set for each tract, which contains a property map and acquisition table and individual easement exhibits and legal descriptions for each tract. These files will be updated periodically throughout the project by the City.
- Upon receipt of Title Reports, JMT will send Notice of Proposed Acquisition letters to property owners.
- JMT will follow all current guidelines when meeting and negotiating with property owners. We will meet with property owners no more than three (3) times and make contact via trackable shipping and phone/email as needed. JMT will perform due diligence to contact each property owner.
- JMT will negotiate ROW and easements as shown in the most-current plan set.
- JMT will use standard forms with City of Franklin titles and references for all letters, forms, and negotiations with property owners.
- JMT will also include the Middle Tennessee Electric easement exhibit as a separate form/document for the property owner to acknowledge and sign when making the offers.
- It is assumed none of these tracts will fall under NPP.

Relocation/Misc Move Scope of Services

We understand this project may include miscellaneous moves and salvage value items (fences, signs, sheds, etc.). We will provide the manpower and management to help perform any move services or retention of salvage items, which will include coordination with the City, negotiations, and file management. All acquisition services will conform with the Uniform Act for ROW acquisition. This proposal is based on the assumption only miscellaneous moves will be included and no relocations will be necessary.

Project and File Management

- JMT will maintain frequent communication and coordination with the City of Franklin, appraiser, attorneys, and other team members by phone and email as appropriate.
- Coordination meetings with the ROW team and the City will be provided on a monthly basis during the active acquisition process, as needed.
- JMT will submit regular progress reports to the Project Manager. These updates will include a link to a shareable interactive tool for progress on each tract.
- From the time the City approves the Amount Due Owner document for each tract, we expect the negotiations for ROW acquisitions and MTE easements to take a maximum of six to nine months to either send for closing or condemnation. Some tracts will likely be completed within a couple of months. We will do our very best to avoid condemnation for all tracts.
- JMT will maintain electronic files of all necessary and proper files, according to the Uniform Act. Upon completion of the project, these files will be given to the City of Franklin for their use/verification purposes.

Project Fee

The fee to manage the ROW acquisition services for the Church Street Improvements Project will be \$258,300. This is a not-to-exceed lump sum fee and will be invoiced on a monthly basis as work is completed. The breakdown is as follows:

-
- JMT's fee to conduct ROW negotiations and acquisitions and manage the ROW acquisition services will be \$258,300 (\$6,300 per tract). We are assuming that four tracts will likely require new offers to be made (sell of property or plans change) – so a total of 41 negotiations.

If unforeseen changes require the on-going negotiations process to be restarted or revised significantly, JMT will immediately notify the City of the change. Any subsequent changes to the appraisals or additional negotiations due to changes by the City and/or roadway plan that require restart of negotiations (beyond the four additional) will be additional scope and fee.

Assumptions

- Based on review of the plans and potential mortgage holds, all tracts will have an appraisal – no NPP's.
- It is assumed there will be no relocations. JMT's fee for any relocation services will require a supplement.
- Any Lender fees, such as but not limited to application fees, processing fees or appraisal fees, required to obtain approval for a Consent to Easement or Partial Release on a tract will be paid by the City of Franklin.

Personnel

JMT personnel assigned to the ROW acquisition phase of this project are well versed in Uniform Act ROW acquisition and have all worked together to provide acquisition services for TDOT and municipal projects. They are all TDOT-approved.

JMT appreciates the opportunity to submit this scope of services and proposed fee. If you have any questions, please feel free to contact me. We look forward to working with you on this important project for the City of Franklin.

Sincerely,



Dyan C. Damron, PE, PTP

Associate Vice President

Office Leader | Traffic & ROW

JMT - Johnson, Mirmiran & Thompson, Inc.



Johnson, Mirmiran & Thompson, Inc. (JMT) will provide professional engineering and Right-of-Way services at an hourly rate for Right-of-Way Acquisition of the Church Street Improvements Project COF Contract No. 2026-0125 as follows:

<u>Job Classification</u>	<u>Hourly Rate</u>
Principal	\$255.00
Section Head	\$225.00
Project Manager	\$225.00
Senior Project Engineer	\$180.00
Project Engineer	\$120.00
ROW Acquisition Agent	\$100.00
Senior Designer	\$135.00
CADD Technician	\$120.00
Senior Environmental Scientist	\$195.00
Environmental Scientist	\$120.00
Survey Manager	\$165.00
Party Chief	\$120.00
Survey Technician	\$140.00
Rodman	\$90.00
Project Accountant	\$90.00

The above rates would be full compensation, including fringe benefits and overhead items for each hour worked by an employee; except the following expenses properly chargeable to the project, which would be reimbursed at cost:

- (1) Other consultant fees as approved by the Owner (or his Agent).

Effective March 2, 2026



File #: 21-023

DATE: 3/26/2026
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

Consideration Of Amendment 2 To COF Contract No. 2021-0283, With Lose Design For The Liberty Park Expansion Project At A Lump Sum Cost Increase Of \$131,000

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 2 to COF Contract No. 2021-0283.

BACKGROUND/STAFF COMMENTS:

On September 9, 2021, the Board of Mayor and Aldermen approved a Professional Services Agreement (COF Contract No. 2021-0283) with Lose Design in the amount of \$359,000 to provide engineering design services for the Liberty Park Expansion Project. Amendment No. 2 increases the total contract amount to \$518,500.

Approval of this amendment will allow the consultant to incorporate City-requested revisions to the plans, including the addition of pickleball courts, expanded Wi-Fi connectivity throughout the park, and other minor design modifications identified by City staff

FINANCIAL IMPACT:

The original contract was for a lump sum of \$359,5000, with Amendment 1 adding an additional \$28,500. Amendment 2 is for a lump sum increase of \$131,000, bringing the overall contract to \$518,500. Expenses for the original contract have been billed to the General Ledger (GL) code of 310-89310-44700, which corresponds to the fund for acquisition and improvements to City Parks. The additional expenses of Amendment 2 will be supported through the same fund.

RECOMMENDATION:

Staff recommends that Amendment 2 to COF Contract No. 2021-0283 be recommended to the Board of Mayor and Aldermen for approval.

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
FOR LIBERTY PARK EXPANSION**

COF Contract No. 2021-0283

This Amendment No. 2 is entered into by and between the **City of Franklin, Tennessee** (the “City”) and **Lose & Associates, Inc.** (the “Consultant”) as of this _____ day of _____, 2026.

RECITALS:

WHEREAS, the City and the Consultant entered into an agreement (COF Contract No. 2021-0283) dated November 11, 2021 (the “Agreement”); and

WHEREAS, the purpose of the Agreement was to have the Consultant be paid a lump sum fee of Three Hundred Fifty-Nine Thousand and 00/100 Dollars (\$359,000.00) to provide engineering design services as detailed in the Scope of Services; and

WHEREAS, the parties desire to amend the Agreement to provide additional services as described in the attached Proposal (“Attachment A”), dated November 26, 2025, requested by the City as a lump sum increase of One Hundred Thirty-One Thousand and 00/100 Dollars (\$131,000.00); and

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

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

1. The Agreement is hereby amended and restated as follows:
2. The Agreement is hereby amended to a total sum of Five Hundred Twelve Thousand Five Hundred and 00/100 Dollars (\$512,500.00), which includes Amendment No. 1 that was previously approved by the Board of Mayor and Aldermen on March 28, 2024.
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 November 11, 2021, 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:

William E. Squires, Deputy City Attorney

CONSULTANT:

LOSE & ASSOCIATES, INC.

By:

Signed by:

Joshua Gulick

FCCF79E753FE4D5...

Title:

Executive Vice President

Date:

3/12/2026



February 17th, 2026

Ms. Lisa Clayton, Director of Parks
City of Franklin Parks
P.O. Box 305
Franklin, TN 37065

RE: Liberty Park Pickleball - Franklin, TN

Dear Lisa,

Lose Design is pleased to offer its professional services for your project in Franklin, Tennessee. Services required include Landscape Architecture, and Civil Engineering. We look forward to providing construction documents and for added pickleball improvements to Liberty Park. We cannot wait to help move this exciting project forward.

If this proposal is acceptable, please provide your authorization on the space provided on the attached signature page and return one signed copy to our office. Once the agreement is received, a fully executed contract will be forwarded for your files.

Sincerely,

LOSE DESIGN

A handwritten signature in black ink, appearing to read "J. Gulick", is written over a faint, larger version of the LOSE DESIGN logo.

Josh Gulick, PLA
Executive Vice President

Attachments:
Professional Services Agreement
--Scope of Services/Fees
--Terms and Conditions
--Hourly Rate Schedule
--Signature Page
--Exhibit 'A'



PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES/FEES

***Liberty Park Pickleball
Franklin, Tennessee
Lose Project Number 19231-3***

Project Description

Lose Design (Lose) understands that the City of Franklin, Parks and Recreation Department (Client, FPR) desires to upgrade Liberty Park's existing facilities to develop a pickleball complex where the tennis facility is currently planned as illustrated in Exhibit 'A'. The site is located at 2080 Turning Wheel Ln., Franklin, TN 37067 (parcel ID 061 00204 00014061) and approximate area of improvement is +/-3.0 acres. Lose understands that the improvements will consist of the pickleball courts, lighting for the courts, retaining wall design and tying into currently planned improvements. Lose understands that the currently designed improvements are not in place and the City desires to use the previously prepared survey and construction documents as the base map for the design. Lose understands that the limits of the planned retaining wall and impervious footprint will remain in our concepts for Task 1 and through the entirety of the project. Lose further understands that moving the limits of the retaining wall and increasing impervious area will require hydrology improvements which are outside of this scope.

Services will consist of:

Task 1 - Project Management and Data Collection

This task will consist of the following:

- Coordinate and attend up to two (2) meetings with Engineering.
- Up to one (1) meeting with MTEC.
- Project management services expected for task 1 - 7.

Task 2 - Meetings

This task consists of anticipated meetings through limited bid services.

- Two (2) meeting with two staff with FPR to coordinate concept plan and review alternatives.
- One (1) meeting with two staff with FPR to coordinate final materials and product selections.
- One (1) 30% design meeting with two staff. Meeting will be with Parks and Engineering to review plans.
- One (1) meeting with two staff for Utility coordination. Meeting will be organized by the City.
- One (1) pre-application meeting with two staff.
- One (1) 60% design meeting with two staff. Meeting will be with Engineering and Parks to review plans.
- One (1) 90% meeting with three staff with Engineering and Parks to review plans.
- Two (2) meetings with two staff as requested by Engineering Project Manager.



Task 3 – Concept Planning

This task will consist of the following:

- Utilizing survey information and previously prepared construction documents, Lose will prepare up to two (2) concept plans for the pickleball facility consisting of playing surface, seating, pedestrian access and connection to the proposed design.
- Up to two (2) revisions of the plan will be completed for this task.

Task 4–Construction Documents

Upon approval of the concept plan, and feedback from City of Franklin engineering Lose will provide the following:

- Lose will address previously approved plan comments, provided by CoF, on Liberty Park Civil and Architectural Documents.
- Lose will create a cover sheet with vicinity map, project information and site data table.
- Lose will create a layout plan with critical dimensions for locating retaining walls, fencing, courts, and pedestrian circulation and seating.
- Lose will create a grading plan with 1' contours and spot elevations indicating grades for proposed construction.
- Lose will create a three phase Erosion Protection and Sediment Control plan indicating measures to reduce sediment transportation along with details of proposed measures.
- Lose will create a Utility layout plan for water service and storm drainage.
- Lose will create construction details at various scales for contractor's convenience and indicating desired construction conditions.
- Lose will create a landscape plan that accommodates City of Franklin minimum requirements.
- Lose will create an irrigation plan that accommodates new plantings.
- Lose will submit 60% plans to the COF for review and comment.
- Lose will address comments from 60% set review.
- Lose will submit 90% plans to the COF for review and comment.
- Lose will address comments from 90% set review.
- Lose will submit final bid set to the COF for review and comment.
- Lose will address comments from bid set prior to bid.

Task 5–Electrical Engineering

This task will consist of the following:

- Lose will engage a registered electrical engineer to provide electrical connections from existing infrastructure to the proposed courts.
- Lose will coordinate with a lighting vendor and electrical engineer for size, location and maintenance of proposed fixtures.
- Lose will coordinate with electrical engineer for data service and low voltage wiring.
- Lose will coordinate with electrical engineer on IT infrastructure, cabling, and cameras.
- Lose will coordinate with electrical engineer on comments from previously approved plan. Comments provided by CoF.

Task 6–Structural Engineering

This task will consist of the following:

- Lose will engage a registered structural engineer to provide retaining wall design adjacent to the pickleball courts.

Task 7–Mechanical and Plumbing Engineering

This task will consist of the following:

- Lose will coordinate with mechanical and plumbing engineer on comments from previously approved plan. Comments provided by CoF.



Task 8 – TDEC Permitting

This task will consist of the following:

- Make revised application for Notice of Coverage (NOC) for the proposed disturbed area.

Additional Services

Only items of work specifically called out under the Scope of Services section of this agreement are to be performed for the specified fees as a part of the contract. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis. Such Additional Services may include, but are not limited to, the following:

- Environmental assessments and/or permits other than those specified in Scope of Services;
- Site visits beyond those required to provide the design services listed in Scope of Services;
- Detailed design services associated with any work designed by others to include but not limited to; structural engineering, geotechnical engineering, electrical engineering, surveying or environmental specialists;
- Changes in drawings, specifications, or other documents required by the Client after acceptance of the construction plans by Client;
- Preparation of marketing materials such as pamphlets, brochures, etc.
- Meetings or negotiations with agencies or utilities other than those specified in Scope of Services.
- Other items requested by the Client or his representative not included elsewhere in this agreement

Exclusions

- Professional Services other than those listed in the above Scope of Services
- Specialized environmental services other than those listed in the above Scope of Services
- Structural Engineering
- Geotechnical Engineering design or inspections
- Traffic Engineering Services
- Surveying Services
- MP&E Services
- Detailed Cost Estimating Services
- Detailed Construction Inspections other than those listed in the above Scope of Services
- Hydrologic calculations

Client Responsibilities

- General Conditions of this Agreement
- Providing Access to the Subject Parcel
- Review/Submittal/Permit Fees
- Surveying Services
- Traffic Engineering
- Geotechnical Engineering & Investigations
- Procurement of additional consultants
- Bidding and contractor selection



Fees

The services described herein will be provided on a Lump Sum (LS) or hourly fee basis as follows:

<u>Description of Services</u>	<u>Fee Amount ⁽¹⁾</u>
1 – Project Management and Data Collection.....	\$9,000.00
2 – Meetings	\$16,500.00
3 – Concept Planning.....	\$10,500.00
4 – Construction Documents	\$50,000.00
5 – Electrical Engineering	\$21,000.00
6 – Structural Engineering	\$13,250.00
7 – Mechanical and Plumbing Engineering.....	\$8,750.00
8 – TDEC Permitting.....	\$2,000.00
Additional Services.....	Hourly, as needed

Notes:

(1) Expense amounts are **not** included in these fees, and are inclusive of reasonable out-of-pocket expenses incurred on behalf of the client and shall include travel and subsistence, plotting and reproduction, deliveries, and mileage. Expenses shall be billed in accordance with Attachment A.

<u>Remit Payment To:</u>	<u>Questions May Be Directed to:</u>
Lose Design	Tammy Boyte
Attn: Accounts Receivable	Controller
2809 Foster Avenue	tboyte@lose.design
Nashville, TN 37210	615-767-5811



TERMS AND CONDITIONS

Payment Schedule and Terms – Progress payments for the fees described previously will be due monthly, based on the Design Professional's estimate of the percentage of the work complete. If payment is not received by the Design Professional within 30 calendar days of the invoice date, the Client shall pay as interest an additional charge of 1.5% of the past due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. Failure to make payments when due shall be cause for suspension of the Design Professional's services, and the filing of a lien against the property.

Current Hourly Rates - An attached table, dated January 1, 2025, outlines our current hourly rates and reimbursable expenses. These rates are current until January 1, 2026, at which time they may be adjusted by the Design Professional.

Additional Services – Only items of work specifically called out under the Services section of this Agreement are to be performed for the specified Fees. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis as outlined on the attached Hourly Rate Schedule. If any Additional Services are requested, the Design Professional shall be reimbursed for associated out-of-pocket expenses as reflected on the attached Hourly Rate Schedule.

Term of Proposal – It is understood that this document outlines proposed Services and Fees to be provided in relation to the Client's project, and that this offer of proposed Services and Fees remains open for sixty (60) days from the date this document is issued. If the Client does not indicate acceptance by signing and returning one copy to the Design Professional within sixty days, this document becomes null and void.

Fee Adjustment – It is understood that in the event this project extends over a period of more than one year from the date of this Agreement, the fees for any remaining services will be adjusted proportionately to the "all items" group of the U.S. Department of Labor's Bureau of Labor Statistics Consumer Index.

Ownership of Documents – All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Professional as instruments of service shall remain the property of the Design Professional. The Design Professional shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse for extensions of the project or for new projects shall require written permission of the Design Professional and further compensation at a rate agreed upon by both parties. Any changes made to the construction documents by the Client, or by the Client's representatives, are strictly prohibited without the knowledge and written consent of the Design Professional. The Design Professional shall be released from any liability resulting from the unauthorized alteration of construction documents. The Design Professional grants the Client the right to use the drawings for their use in publications, public meetings, planning efforts, award submittals and the right to reproduce the drawing as needed for stated uses without requesting authorization from the Design Professional.

Jobsite Safety – The Design Professional is not responsible for job site safety during the master planning process. The owner retains sole responsibility and liability associated with securing the site and maintaining job site safety during the planning process.

Applicable Law – Unless otherwise provided, this Agreement shall be governed by Tennessee state law.



Termination of Services – This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail to perform substantially in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the Client, the Design Professional shall be paid for services performed to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination, plus 15 percent of the total compensation earned to the time of termination to account for the Design Professional's rescheduling adjustments, reassignment of personnel, and related costs incurred due to the termination.

Opinion of Probable Cost – In providing opinions of probable construction cost, the Client understands that the Design Professional has no control over costs or the price of labor, equipment, or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs provided are to be made on the basis of the Design Professional's qualifications and experience. The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Betterment - If, due to the Design Professional's error, any required item or component of the project is omitted from the Design Professional's construction documents, the Design Professional shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Design Professional be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

The remainder of this page intentionally left blank.



ATTACHMENT A – Hourly Rates

LOSE DESIGN
HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)

Professional Services Hourly Rate

Executive Management	\$275.00
Vice President	\$273.00
Sr. Engineer, Sr. Project Manager	\$242.00
Sr. Architect	\$221.00
Sr. Landscape Architect, Sr. Land Planner	\$210.00
Project Manager	\$210.00
Engineer, Architect.....	\$200.00
Landscape Architect, Interior Designer, Planner.....	\$184.00
Engineer in Training	\$158.00
Intern Architect	\$152.00
Land Planner	\$147.00
Senior Proposal Coordinator.....	\$142.00
BIM Specialist	\$137.00
Technician, Marketing Content Creator.....	\$105.00
Project Accounting Coordinator, Administrative Assistant	

Reimbursable Expenses

Consultants' Services	cost + 10%
Prints	cost + 10%
Postage and Shipping	cost + 10%
Mileage and Travel Expenses	cost + 10%
Copies	cost + 10%

January 1, 2025

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2026, at which time they may be adjusted by the Design Professional.

This is an Agreement made as of February __, 2026 between City of Franklin (herein called the CLIENT), and Lose & Associates, Inc., dba Lose Design (herein called Lose Design or the DESIGN PROFESSIONAL).

- Title: _____

Page 63 of 217





File #: 26-0208

DATE: 3/26/2026
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Consideration Of COF Contract No. 2026-0096, With Tennessee Department of Transportation For SR-6 (East Main Street) Bridge Over Harpeth For An Estimated Amount Of \$927,900

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2026-0096.

BACKGROUND/STAFF COMMENTS:

The Tennessee Department of Transportation (TDOT) plans to replace the SR-6 (East Main Street) Bridge over the Harpeth River beginning this summer. During TDOT's design coordination, City staff requested several context-sensitive enhancements to better align the new structure with the City's long-term streetscape and multimodal goals. These enhancements include upgraded streetscape lighting, wider pedestrian accommodations, and a physical barrier separating the sidewalk from the travel lanes to improve safety and comfort for pedestrians.

TDOT has agreed to incorporate these elements into the project; however, the Department requires the City to fund the cost of the requested enhancements.

FINANCIAL IMPACT:

The financial impact is estimated to cost \$927,900.

RECOMMENDATION:

Staff recommends that COF Contract No. 2026-0096 be recommended to the Board of Mayor and Aldermen for approval.

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between **THE TREASURY DEPARTMENT OF THE STATE OF TENNESSEE**, hereinafter referred to as the "Treasury", and City of Franklin, Tennessee, hereinafter referred to as the "Local Agency".

WITNESSETH:

WHEREAS, the State of Tennessee, acting through the Department of Transportation, entered into a contract with the City of Franklin, hereinafter called "Local Agency", on the _____ day of _____, 2026, relative to providing for implementation of _____
SR-6 (East Main Street), Bridge over Harpeth River;

WHEREAS, said agreement provides that the Local Agency may deposit its pro rata share of the estimated cost of the project with the Treasury for temporary investment as an alternative to furnishing the Department with said share, and the Local Agency has elected to use said alternate; and

WHEREAS, the Local Agency has made application to participate in the Local Government Investment Pool which has been accepted by the Treasury and has deposited its pro rata share of the estimated cost of the project by immediate credit transfer and advised the Treasury thereof and identified the account to which said deposit should be credited.

NOW THEREFORE, in consideration of the premises, the Treasury and the Local Agency agree as follows:

The Local Agency hereby authorizes Treasury to transfer from its Local Government Investment Pool Account (LGIP Account) relative to the above- identified project, to the account of the Department of Transportation, such amounts as said Department may request from time to time by written instructions from its Finance Director, without liability.

The Local Agency understands that no funds in its LGIP account shall be subject to withdrawal until the project is completed and the actual pro rata share of cost is determined. On completion, any surplus will be returned to the Local Agency pursuant to written instructions of said Department with an accounting of transfers made.

The Treasury will credit interest to the account which will be added to the principal and will become part of the surplus, if any, for disposition by said Department at the completion of the project. LGIP account statements will be sent to the Local Agency and said Department monthly. There will be an administrative fee charged to the Local Agency for the LGIP account at the same rate as other LGIP accounts are charged.

It is understood by the parties that the Treasury shall be responsible for the investment of aforesaid sum in accordance with the terms and conditions of the administration of the pool.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officials as of the date above written.

**STATE OF TENNESSEE
TREASURY DEPARTMENT**

By: _____

NAME OF OFFICIAL WHOSE
SIGNATURE APPEARS BELOW

(Type or Print)

TITLE: _____

ADDRESS: _____

TELEPHONE NO: _____

COUNTY OF: _____

SIGNATURE
OF OFFICIAL: _____

INSTRUCTIONS FOR DEPOSITING FUNDS
FOR INVESTMENT IN LOCAL GOVERNMENT INVESTMENT POOL

Enclosed herewith you will find one (1) copy of a contract relative to investing in the Local Government Investment Pool (LGIP) administered by the State Treasury Department. These are for your use in providing evidence that the Local Agency's pro-rata share of funds for the amount set forth in the project agreement relative to the project identified in the contract have been deposited for the use of the Department of Transportation. After completing the information necessary in the body of the contract you will need to have a total of four (4) original copies signed by an authorized official. Due to the sophistication of today's copiers, signatures in ink of a color other than black will clearly mark them as original signatures and prevent possible delays. Mail two (2) copies to, Assistant Director of Investment Department, P. O. Box 198785, Nashville, TN., 37219-8785, and one (1) copy to Jennifer Herstek, Finance Administrator, Tennessee Department of Transportation, 800 James K. Polk Building, Nashville, TN 37243-0329. The remaining copy is to be retained for your file until a fully executed copy is returned by the Treasury Department. Any questions you have should be directed to **Assistant Cash Manager for LGIP Administration at (615) 532-1163**.

Please note that due to the volume of deposits, the Treasury Department will not confirm to TDOT that your deposit has been made more than once a month. To prevent delays in project development, once you have made the deposit, call the person who signed the letter transmitting this document. Give that person the account number to which you have made your deposit, the amount of your deposit and the date on which you submitted it.

Agreement Number: 250311
Project Identification Number: 124873.00
Federal Project Number: BR-NH-6(142)
State Project Number: 94004-3234-04
State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, shall be effective on the last date of signature ("Effective Date"). is entered into 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 between the parties of their respective obligations related to the management of the project described as:

SR-6 (East Main Street), Bridge over Harpeth River

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

- a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	Department	Project
Preliminary Engineering by:	Department	Project

Right-of-Way by:	Department	Project
Utility Coordination by:	Department	Project
Construction by:	Department	Agency/Project

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) This Agreement shall be effective from the period beginning on the fully executed date, and ending N/A. The Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by N/A. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by the aforesaid date, then the Department may terminate this Agreement. If the Agency does not complete the herein described phases of the Project within the 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. The Agency hereby acknowledges and affirms that the Department shall have no obligation for Agency services or expenditures that were not completed within this specified contract period.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications:

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way:

B.6 Approval of the Construction Phase:

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.
- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours:

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities:

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad:

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.
- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment

by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.

- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:
 - 1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
 - 2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;
 - 3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;
 - 4) **Conflict of Interests:**
There has been any violation of the conflict of interest provisions contained herein in D.16; or
 - 5) **Default:**
The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation:

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the

State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.

- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no

way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided

however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that 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.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency 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. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.

- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges.

The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.

- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if

applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.

- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close

the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

D.38 Completion of Project and Repayment of Funds:

- a) If the Agency elects not to complete the project, then the Agency shall notify the Department in writing within thirty (30) days after having made such determination and, at the discretion of the Department, the Agency may be required upon written notice to repay to the Department some or all of the funds paid to the Agency pursuant to this Agreement and to reimburse the Department for Department Engineering Oversight costs incurred as a result of this Agreement. The Department shall have the sole determination over the amount of funds owed by the Agency. If the Department

determines that any funds are owed by the Agency, the Agency shall pay said funds within one hundred eighty (180) days of receipt of written notice from the Department.

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

CITY OF FRANKLIN

Ken Moore, Mayor

APPROVED AS TO FORM AND LEGALITY

William E. Squires, Deputy City Attorney

TENNESSEE DEPARTMENT OF TRANSPORTATION

Will Reid, TDOT Commissioner

APPROVED AS TO FORM AND LEGALITY

Leslie South, TDOT General Counsel

Steve Allen, Director, Local Programs & Community Investments Division

EXHIBIT "A"

AGREEMENT #: 250311

PROJECT IDENTIFICATION #: 124873.00

FEDERAL PROJECT #: BR-NH-6(142)

STATE PROJECT #: 94004-3234-04

PROJECT DESCRIPTION: SR-6 (East Main Street), Bridge over Harpeth River

TYPE OF WORK: Bridge Replacement

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
CONSTRUCTION	NON-PARTICIPATING	0	0	100	\$927,900.00

INELIGIBLE COST: If the Project includes any federal funds, than one hundred percent (100%) of the actual cost will be paid from Agency funds if any Projects costs are at any time deemed ineligible costs for federal funding by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: N/A

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



File #: 21-01882

DATE: 3/26/2026
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of DRAFT COF Contract No. 2026-0123, A Professional Services Agreement With Johnson, Mirmiran & Thompson, Inc. (JMT), For Right-Of-Way Acquisition Services For The Old Peytonsville Road & Long Lane Bridge & Connector – Minimum Build Project At A Not To Exceed Cost Of \$118,750

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning DRAFT COF Contract No. 2026-0123, a Professional Services Agreement with Johnson, Mirmiran & Thompson, Inc. (JMT), for Right-Of-Way Acquisition Services for the Old Peytonsville Road & Long Lane Bridge & Connector – Minimum Build Project.

BACKGROUND/STAFF COMMENTS:

On June 25, 2024, the BOMA approved Resolution 2024-46, adopting Phase I of the FYs 2024-2033 CIP. This "Phase 1" approval reaffirmed support for many of the projects approved in 2019 and modified the parameters of several others. One specific project that was modified was the "Long Ln and Old Peytonsville Rd Connector", which reduced in scale to its original project limits (i.e., the "Minimum Build").

This PSA with Johnson, Mirmiran & Thompson, Inc. (JMT) is for right-of-way (ROW) acquisition/negotiation services. JMT will act as the City's ROW Agent throughout the entire ROW process from initial property owner contact to delivery of the final transmittal to the City for each parcel. JMT will provide the manpower and management to help perform the ROW acquisition services for the Old Peytonsville Road & Long Lane Bridge & Connector – Minimum Build, a locally funded project. This will include coordination with City, title reports, negotiations, closings, and file management. All acquisition services will conform with the Uniform Act. The following acquisition services will be provided for 17 tracts:

- **Meetings** — Should the City determine a public meeting is needed, JMT will coordinate and attend one public meeting (whether in person or virtual) hosted by the City.
- **Titles and Closings** — The City will prepare the title reports and manage/perform the deed recordings and closings.
- **Appraisals and Amount Due Owners** — The City plans to use Boozer & Company (or similar local appraisal firm) for appraisals. While this contract will not include appraisals, JMT has worked with Boozer & Company and is comfortable working and communicating with them about their appraisals. JMT will prepare an Amount Due Owner document that will be the basis for the City to approve the appraised offer amount for each tract. Once executed by the City, JMT will move forward with offers.
- **Negotiations** — The City will provide JMT a copy of the plan set for each tract, which contains a property map and acquisition table and individual easement exhibits and legal descriptions for each tract. These files will be updated periodically throughout the project by the City. Upon receipt of Title Reports, JMT will send Notice of Proposed Acquisition letters to property owners. JMT will follow all current guidelines when meeting and negotiating with property owners. We will meet with property owners no more than three (3) times and make contact via trackable shipping and phone/email as needed. JMT will perform due diligence to contact each property owner. JMT will negotiate ROW and easements as shown in the most current plan set. JMT will use standard forms with City of Franklin titles and references for all letters, forms, and negotiations with property owners. JMT will also include the Middle Tennessee Electric easement exhibit as a separate form/document for the property owner to acknowledge and sign when making the offers. It is assumed none of these tracts will fall under NPP.
- **Project and File Management** — JMT will maintain frequent communication and coordination with the City of Franklin, appraiser, attorneys, and other team members by phone and email as appropriate. Coordination meetings with the ROW team and the City will be provided on a monthly basis during the active acquisition process, as needed. JMT will submit regular progress reports to the Project Manager. These updates will include a link to a shareable interactive tool for progress on each tract. From the time the City approves the Amount Due Owner document for each tract, we expect the negotiations for ROW acquisitions and MTE easements to take a maximum of six to nine months to either send for closing or condemnation. Some tracts will likely be completed within a couple of months. We will do our very best to avoid condemnation for all tracts. JMT will maintain electronic files of all necessary and proper files, according to the Uniform Act. Upon completion of the project, these files will be given to the City of Franklin for their use/verification purposes.

FINANCIAL IMPACT:

This PSA shall be a not-to-exceed cost of \$118,750.00. The ROW Acquisition expenses for this project will be paid from the Capital Projects Fund (310). It is likely that a project this large will consist of multiple sources of funding (e.g. bonds, road impact, general fund, etc.), but the final source(s) of funding will be determined by the Administration and Finance Departments.

RECOMMENDATION:

Staff recommends that DRAFT COF Contract No. 2026-0123 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No.2026-0123**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **JOHNSON, MIRMIRAN & THOMPSON, INC. (JMT)** 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:

**RIGHT-OF-WAY ACQUISITION SERVICES FOR THE OLD
PEYTONSVILLE ROAD & LONG LANE BRIDGE & CONNECTOR –
MINIMUM BUILD PROJECT**

1. **SCOPE OF SERVICES.** Consultant shall provide right-of-way negotiation/acquisition 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 **One Hundred Eighteen Thousand Seven Hundred Fifty and No/100 Dollars (\$118,750.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2026.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

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

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

ARTICLE 8. INSURANCE.

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

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

ARTICLE 9. PAYMENT.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract

or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

Johnson, Mirmiran & Thompson, Inc. (JMT)
TENNESSEE

CITY OF FRANKLIN,

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

ATTEST:

BY: _____
Angie Skarp
City Recorder
Date: _____

DRAFT

Approved as to Form:

Assistant City Attorney



February 12, 2026

William Banks, P.E.

Engineer 3

City of Franklin • Engineering Dept.

Mailing Address: 109 3rd Avenue South • Franklin, TN 37064

Office Location: 120 9th Avenue South • Franklin, TN 37064

**Re: Old Peytonsville Road & Long Lane Bridge & Connector – Minimum Build
Right-of-Way Acquisition Scope of Services**

Dear William:

Johnson, Mirmiran & Thompson, Inc. (JMT) is pleased to submit this scope of work and fee estimate for the Right-of-Way Acquisition of the Old Peytonsville Road & Long Lane Bridge & Connector – Minimum Build in Franklin, Tennessee.

Right-of-Way Acquisition Scope of Services

We will provide the manpower and management to help perform the right-of-way (ROW) acquisition services for the Old Peytonsville Road & Long Lane Bridge & Connector – Minimum Build, a locally funded project. This will include coordination with City, title reports, negotiations, closings, and file management. All acquisition services will conform with the Uniform Act. The following acquisition services will be provided for 17 tracts:

Meetings

- A public meeting may be beneficial; however, based on the low number of tracts, we do not feel a public meeting will be necessary. Should the City of Franklin determine one is preferred, we plan to coordinate and attend one public meeting (whether in person or virtual) hosted by the City. JMT will be present and available for communicating with property owners as well as other ROW team members. We expect the City will be responsible for posting all advertisements and alerting property owners of the meeting.

Titles and Closings

- We understand the City will prepare the title reports and manage/perform the deed recordings and closings.

Appraisals & Amount Due Owners

- We understand the City plans to use Boozer & Company (or similar local appraisal firm) for appraisals.
- While we understand this contract will not include appraisals, we have worked with Boozer & Company and are comfortable working and communicating with them about their appraisals.
- JMT will prepare an Amount Due Owner document that will be the basis for the City to approve the appraised offer amount for each tract. Once executed by the City, JMT will move forward with offers.

Negotiations

- The City of Franklin will provide JMT a copy of the plan set for each tract, which contains a property map and acquisition table and individual easement exhibits and legal descriptions for each tract. These files will be updated periodically throughout the project by the City.
- Upon receipt of Title Reports, JMT will send Notice of Proposed Acquisition letters to property owners.
- JMT will follow all current guidelines when meeting and negotiating with property owners. We will meet with property owners no more than three (3) times and make contact via trackable shipping and phone/email as needed. JMT will perform due diligence to contact each property owner.
- JMT will negotiate ROW and easements as shown in the most-current plan set.
- JMT will use standard forms with City of Franklin titles and references for all letters, forms, and negotiations with property owners.
- JMT will also include the Middle Tennessee Electric easement exhibit as a separate form/document for the property owner to acknowledge and sign when making the offers.
- It is assumed none of these tracts will fall under NPP.

Relocation/Misc Move Scope of Services

We understand this project may include miscellaneous moves and salvage value items (fences, signs, sheds, etc.). We will provide the manpower and management to help perform any move services or retention of salvage items, which will include coordination with the City, negotiations, and file management. All acquisition services will conform with the Uniform Act for ROW acquisition. This proposal is based on the assumption only miscellaneous moves will be included and no relocations will be necessary.

Project and File Management

- JMT will maintain frequent communication and coordination with the City of Franklin, appraiser, attorneys, and other team members by phone and email as appropriate.
- Coordination meetings with the ROW team and the City will be provided on a monthly basis during the active acquisition process, as needed.
- JMT will submit regular progress reports to the Project Manager. These updates will include a link to a shareable interactive tool for progress on each tract.
- From the time the City approves the Amount Due Owner document for each tract, we expect the negotiations for ROW acquisitions and MTE easements to take a maximum of six to nine months to either send for closing or condemnation. Some tracts will likely be completed within a couple of months. We will do our very best to avoid condemnation for all tracts.
- JMT will maintain electronic files of all necessary and proper files, according to the Uniform Act. Upon completion of the project, these files will be given to the City of Franklin for their use/verification purposes.

Project Fee

The fee to manage the ROW acquisition services for the Old Peytonsville Road & Long Lane Bridge & Connector will be \$118,750. This is a not-to-exceed lump sum fee and will be invoiced on a monthly basis as work is completed. The breakdown is as follows:

-
- JMT's fee to conduct ROW negotiations and acquisitions and manage the ROW acquisition services will be \$118,750 (\$6,250 per tract). We are assuming that two tracts will likely require new offers to be made (sell of property or plans change) – so a total of 19 negotiations.

If unforeseen changes require the on-going negotiations process to be restarted or revised significantly, JMT will immediately notify the City of the change. Any subsequent changes to the appraisals or additional negotiations due to changes by the City and/or roadway plan that require restart of negotiations (beyond the two additional) will be additional scope and fee.

Assumptions

- Based on review of the plans and potential mortgage holds, all tracts will have an appraisal – no NPP's.
- It is assumed there will be no relocations. JMT's fee for any relocation services will require a supplement.
- Any Lender fees, such as but not limited to application fees, processing fees or appraisal fees, required to obtain approval for a Consent to Easement or Partial Release on a tract will be paid by the City of Franklin.

Personnel

JMT personnel assigned to the ROW acquisition phase of this project are well versed in Uniform Act ROW acquisition and have all worked together to provide acquisition services for TDOT and municipal projects. They are all TDOT-approved.

JMT appreciates the opportunity to submit this scope of services and proposed fee. If you have any questions, please feel free to contact me. We look forward to working with you on this important project for the City of Franklin.

Sincerely,



Dyan C. Damron, PE, PTP
Associate Vice President
Office Leader | Traffic & ROW
JMT - Johnson, Mirmiran & Thompson, Inc.



Johnson, Mirmiran & Thompson, Inc. (JMT) will provide professional engineering and Right-of-Way services at an hourly rate for Right-of-Way Acquisition of the Old Peytonsville Road & Long Lane Bridge & Connector as follows:

<u>Job Classification</u>	<u>Hourly Rate</u>
Principal	\$255.00
Section Head	\$225.00
Project Manager	\$225.00
Senior Project Engineer	\$180.00
Project Engineer	\$120.00
ROW Acquisition Agent	\$100.00
Senior Designer	\$135.00
CADD Technician	\$120.00
Senior Environmental Scientist	\$195.00
Environmental Scientist	\$120.00
Survey Manager	\$165.00
Party Chief	\$120.00
Survey Technician	\$140.00
Rodman	\$90.00
Project Accountant	\$90.00

The above rates would be full compensation, including fringe benefits and overhead items for each hour worked by an employee; except the following expenses properly chargeable to the project, which would be reimbursed at cost:

- (1) Other consultant fees as approved by the Owner (or his Agent).

Effective February 25, 2026



City of Franklin

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

File #: 26-0254

DATE: 3/26/2026
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
David Chang, Traffic Engineer II

SUBJECT:

Consideration Of DRAFT Change Order 1 To COF Contract No. 2023-0377, With Stansell Electric Company For Franklin ITS Expansion (COF Project No. 2014-018 / TDOT PIN 116144.00) For A Cost Decrease Of \$25,214

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2023-0377.

BACKGROUND/STAFF COMMENTS:

The ITS Expansion Project has been underway for several years as part of the City's broader effort to enhance traffic management and system reliability. The project included the installation of new fiber-optic communications infrastructure, additional traffic cameras, and upgrades to signal controllers at key intersections. All field work and system integrations have now been completed, and the project is ready for formal closeout. Final costs came in under the authorized budget, and not all allocated funds were required to complete the improvements.

FINANCIAL IMPACT:

The original contract amount for COF Contract No. 2023-0377 was \$744,325.00. The change of cost of Change Order No. 1 is \$25,214.00. This creates a new total contract ceiling of \$719,111.00.

RECOMMENDATION:

Staff recommends that COF Contract No. 2023-0377 be recommended to the Board of Mayor and Aldermen for approval.



Supplemental Agreement and/or Request for Construction Change Change Order Request #001 Summary

Project Title/Termini:	Franklin ITS Expansion		
Owner:	City of Franklin	PIN:	116144.00
Address:	120 9 th Ave South	State Project No.:	94LPLM-F3-039
	Franklin, TN 37064	Federal Project No.:	STP-M-9305(26)
		Contract No.:	2023-0377
County:	Williamson		

Whereas, we Stansell Electric Company with Fidelity and Deposit Company of Maryland, as a Surety, entered into a contract with the City of Franklin, on March 18, 2025, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Provide a Summary of the final contract amount of all item quantities installed on the project per TDOT Local Programs guidelines. The final dollar amount of the project is \$719,111.00. This change order does not add any new pay items or additional contract days.

A summary of final quantities is attached to this change order.

Item overrun/underrun explanation is attached to this change order.

As a result of this Change Order, contract time shall:

☒ Not Change, ☐ Increase by _____ days, ☐ Decrease by _____ days

Original Construction Completion Time: 258days (Date: 12/31/2025)

Original Contract Amount:	<u>\$744325.00</u>
Approved Change Orders:	<u>\$0</u>
Current Change Order:	<u>\$(25,214.00)</u>
Pending Change Orders:	<u>\$0</u>
Total Change Orders::	<u>\$(25,214.00)</u>

Contract Completion Time with Change Orders: 258 days (Date: 12/31/2025)



[illegible]

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mark W. EDWARDS, II, Anna CHILDRESS, Jeffrey M. WILSON, Robert R. FREEL, Alisa B. FERRIS, William M. SMITH, Richard H. MITCHELL, Samuel F. AUDIA, III of Birmingham, Alabama**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of March, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23rd day of February, 2026.



Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

PIN 116144.00 City of Franklin ITS Expansion - SUMMARY OF FINAL QUANTITIES

Item ID	Description	Unit	Unit Price	Awarded Quantity	Awarded Amount	Authorized Quantity	Authorized Amount	Total Quantity Paid To Date	Total Quantity Placed To Date	Total Amount Paid To Date
209-05	SEDIMENT REMOVAL	CY	50	25	1250	25	1250	25	25	1250
712-01	TRAFFIC CONTROL	LS	18350	1	18350	1	18350	1	1	18350
717-01	MOBILIZATION	LS	36800	1	36800	1	36800	1	1	36800
725-02.79	FIBER SPLICE ENCLOSURE (48F)	EACH	4730	2	9460	2	9460	0	0	0
725-03.69	AS-BUILT PLANS	LS	6415	1	6415	1	6415	1	1	6415
725-08.09	SURGE PROTECTION (POE)	EACH	200	5	1000	5	1000	5	5	1000
725-20.01	CCTV POLE & FOUNDATION (50FT POLE W/LWRNG DEVICE)	EACH	36350	2	72700	2	72700	2	2	72700
725-20.03	LOWERING TOOL FOR CAMERA LOWERING DEVICE	EACH	3265	1	3265	1	3265	1	1	3265
725-20.94	CCTV CAMERA SYSTEM	EACH	5950	5	29750	5	29750	5	5	29750
725-20.94A	POE EXTENDER	EACH	150	3	450	3	450	0	0	0
725-21.31	CAT 5 ETHERNET CABLE (OUTDOOR RATED)	LF	2	1200	2400	1200	2400	1833	1833	3666
725-23.12	FIBER OPTIC CABLE (48 COUNT SMFO)	LF	3	5000	15000	5000	15000	5600	5600	16800
730-03.23	INSTALL PULL BOX (FIBER OPTIC -TYPE A)	EACH	3235	9	29115	9	29115	7	7	22645
730-12.03	CONDUIT 3" DIAMETER (PVC)	LF	18	1500	27000	1500	27000	1320	1320	23760
730-12.17	CONDUIT (DIRECTIONAL BORE - INCLUDES 2-3" DIAMETER CONDUITS)	LF	68	350	23800	350	23800	320	320	21760
730-13.15	VEHICLE DETECTOR (TWO 360-DEGREE CAMERA)	EACH	23100	2	46200	2	46200	2	2	46200
730-15.11	MODIFY CABINET (FO COMMUNICATIONS AND DETAILS)	EACH	740	7	5180	7	5180	0	0	0
730-16.04	CONTROLLER (ATC)	EACH	5530	75	414750	75	414750	75	75	414750
740-11.02	TEMPERARY SEDIMENT TUBE 12IN	LF	9	160	1440	160	1440	0	0	0
										\$719,111.00

EXPLANATION OF FINAL OVERRUNS AND UNDERRUNS

CONTRACT	PROJECT NO.	REFERENCE NO.	COUNTY
PIN: 116144.00	94LPLM-F3-039	STP-M-9305(26)	Williamson

ITEM NO.	DESCRIPTION	OVERRUN + UNDERRUN -	UNIT	EXPLANATION
209-05	SEDIMENT REMOVAL		CY	
712-01	TRAFFIC CONTROL		LS	
717-01	MOBILIZATION		LS	
725-02.79	FIBER SPLICE ENCLOSURE (48F)	-2	EA	City of Franklin performed Fiber Splicing. Contractor did not perform this item.
725-03.69	AS-BUILT PLANS		LS	
725-08.09	SURGE PROTECTION (POE)		EA	
725-20.01	CCTV POLE & FOUNDATION (50FT POLE W/LWRNG DEVICE)		EA	
725-20.03	LOWERING TOOL FOR CAMERA LOWERING DEVICE		EA	
725-20.94	CCTV CAMERA SYSTEM		EA	
725-20.94A	POE EXTENDER	-3	EA	POE Extenders not needed on project.
725-21.31	CAT 5 ETHERNET CABLE (OUTDOOR RATED)	633	LF	Original cable installed at the Cool Springs & Malory Lane intersection not sufficient for length of run. New cable installed to cope with the length. Overrun includes original and new cable.
725-23.12	FIBER OPTIC CABLE (48 COUNT SMFO)	600	LF	Additional length of cable needed across Cool Springs bridge over I-65. Used in existing conduit. Contractor had to pull back all existing fiber and pull new across.
730-03.23	INSTALL PULL BOX (FIBER OPTIC -TYPE A)	-2	EA	Contractor able to use 2 existing pull boxes with City approval.
730-12.03	CONDUIT 3" DIAMETER (PVC)	-180	LF	Length of conduit verified with field measurements.
730-12.17	CONDUIT (DIRECTIONAL BORE - INCLUDES 2-3" DIAMETER CONDUITS)	-30	LF	Length of bores verified with field measurements.
730-13.15	VEHICLE DETECTOR (TWO 360-DEGREE CAMERA)		EA	
730-15.11	MODIFY CABINET (FO COMMUNICATIONS AND DETAILS)	-7	EA	City of Franklin performed in house. Contractor did not perform this item.
730-16.04	CONTROLLER (ATC)		EA	
740-11.02	TEMPERARY SEDIMENT TUBE 12IN	-160	LF	Temporary sediment tubes not needed on project. Contractor hydrovaced spoils.

Patrick Harrington

From: Paul Holzen <paul.holzen@franklintn.gov>
Sent: Tuesday, January 13, 2026 12:23 PM
To: Patrick Harrington
Subject: RE: PIN 116144.00 Final Item Qtys and Contract Amount

No objections. Thankyou.

Paul Holzen
Director of Engineering
City of Franklin

Phone: 615-550-6679
120 9th Avenue South
Franklin, TN 37064

From: Patrick Harrington <pharrington@ssr-inc.com>
Sent: Tuesday, January 13, 2026 12:12 PM
To: Paul Holzen <paul.holzen@franklintn.gov>
Subject: FW: PIN 116144.00 Final Item Qtys and Contract Amount

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Paul,

Local Programs requires a memo be sent to you summarizing the final contract amount and time. The guidelines also require the City and contractor to concur with the final amounts and these responses will be incorporated into the Summary Change Order. William Tanner with Stansell has already concurred (below). I have attached the memo and final quantities to this email for your review.

Once reviewed, please respond to this email with City concurrence.

Let me know if you have any questions.

Thanks,

Patrick Harrington PE
SSR • Owner + CEI Regional Manager

E pharrington@ssr-inc.com D 615.514.6155 C 615.428.7998

From: William Tanner <wtanner@stansellelectric.com>
Sent: Tuesday, January 13, 2026 7:44 AM
To: Patrick Harrington <pharrington@ssr-inc.com>
Subject: Re: PIN 116144.00 Final Item Qtys and Contract Amount

Patrick,

Stansell Electric Co is in concurrence with this document. Please let me know if you need anything further.

Thank You,

William Tanner

Stansell Electric Company, Inc

Project Manager



(615) 604-2489 / wtanner@stansellelectric.com

860 Visco Drive Nashville, TN 37210



From: Patrick Harrington <pharrington@ssr-inc.com>
Sent: Monday, January 12, 2026 10:05 AM
To: William Tanner <wtanner@stansellelectric.com>
Subject: PIN 116144.00 Final Item Qtys and Contract Amount

CAUTION: This email originated from outside of your organization. Do not click on links, open attachments, or reply unless you recognize the sender's email address and know the content is safe.

Will,

Please review the attached document providing a summary of final quantities and final contract amount. Once reviewed, please respond with your concurrence.

Let me know if you have any questions.

Thanks

 **Patrick Harrington** PE
Owner + CEI Regional Manager

E pharrington@ssr-inc.com D 615.514.6155 C 615.428.7998
2995 Sidco Drive, Nashville, TN 37204



Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast, a leader in email security and cyber resilience. Mimecast integrates email defenses with brand protection, security awareness training, web security, compliance and other essential capabilities. Mimecast helps protect large and small organizations from malicious activity, human error and technology failure; and to lead the movement toward building a more resilient world. To find out more, visit our website.



January 13, 2026

PIN: 116144.00
Federal Project No.: STP-M-9305(26)
State Project No.: 94LPLM-F3-039
Contract No.: 2023-0377

Summary of Contract Value & Time

To Whom it May Concern,

The Final contract amount for the project is \$719,111.00. A summary of installed quantities and amounts for each item will be included in the Summary Change Order.

The project was completed before December 31, 2025. No time extension required. Work began on July 17, 2025 and was completed on December 15, 2025. Number of days used equals 242.

If you have any questions, feel free to contact me.

Sincerely,

Patrick Harrington, PE
Regional CEI Manager



File #: 26-0352

DATE: 3/26/2026
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2024-0050 With The Corradino Group, Inc. For Additional Construction Oversight And Inspection Services For The Pearlene M. Bransford Complex Increasing The Contract Cost By A Not-to-Exceed Amount Of \$740,080

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to COF Contract No. 2024-0050, a Professional Services Agreement (PSA) with The Corradino Group, Inc. (Corradino).

BACKGROUND/STAFF COMMENTS:

Due to the scope and scale of the construction of the Pearlene M. Bransford Complex (The Pearl), the BOMA previously approved a PSA (COF Contract No. 2024-0050) with Corradino to assist with project inspection and general oversight. With major projects such as East McEwen Drive and Robinson Lake Dam underway, and The Pearl requiring more oversight than expected, staff has requested additional assistance from the Corradino team. This Amendment provides for additional resources from the Corradino team to be on-site as necessary to ensure the successful completion of the project. It should be noted that Corradino is currently one of the City's on-call consultants for Construction Engineering & Inspection (CEI) Services. This project has approximately 2 years of construction remaining, per the original contract (COF Contract No. 2023-0050).

FINANCIAL IMPACT:

The cost of Amendment 1 is a not-to-exceed amount of \$740,080.00. As with the original PSA (COF Contract No. 2024-0050), which was for a not-to-exceed amount of \$994,502.50, this Amendment is billed at a standard hourly rate and invoiced monthly. Therefore, any funds remaining in the contract at the end of construction will be returned to the City. With approval of Amendment 1, the new contract ceiling would become \$1,734,582.50. This revised contract total would still only represent approximately 3.7% of the construction bid price.

To-date, expenses for the park-related components of this project have been charged to the Capital Projects Fund (310) for Parks & Recreation Facilities [>\$100,000] (89310), which corresponds to a General Ledger (GL) code of 310-89310-44700. Staff anticipates continued billing of project expenses to this GL code. However, as the Capital Projects Fund (310) is composed of multiple sources of funding, the Administration and Finance Departments will determine the most appropriate and available sources of of funding.

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2024-0050 be recommended to the Board of Mayor and Aldermen for approval.

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT

COF Contract No. 2024-0050

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE (the “City”) and The Corradino Group, Inc. as of this _____ day of _____, 20____.

RECITALS:

WHEREAS, the City and The Corradino Group, Inc. (the “Consultant”) entered into an agreement (COF Contract No. 2024-0050) dated May 14, 2024 (the “Agreement”); and

WHEREAS, the purpose of the Agreement was to provide inspection and testing services for the construction of the Pearlene M. Bransford Complex (the “Project”) at a cost not to exceed \$994,502.50; and

WHEREAS, the parties desire to amend the agreement to provide additional project oversight, field inspections, and survey services, as described in Attachment A at an additional cost not to exceed \$740,080.00; and

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

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant’s Responsibilities and Duties. The Consultant agrees to perform the work as proposed in Attachment A, dated November 18, 2025, which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City’s Responsibilities and Duties. The City shall pay the Consultant for the cost of the work as described in Attachment A, in an additional amount not to exceed **Seven Hundred Forty Thousand Eighty and No/100 Dollars (\$740,080.00)**.

The City reserves the right to issue payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant

4. Waiver. Neither party’s failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such

conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

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

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

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

11. All other provisions of the Agreement, dated May 14, 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:

William E. Squires, Deputy City Attorney

THE CORRADINO GROUP, INC.:

By: _____

Title: _____

Date: _____



CORRADINO

ENGINEERS • PLANNERS • PROGRAM MANAGERS

November 18, 2025

COF Contract No. 2024-0050 - Amendment 1 - Attachment A

Mr. Jonathan Marston, PE
Assistant Director
City of Franklin Engineering Department
120 9th Avenue South
Franklin, TN 37064

RE: Additional Services for City of Franklin Contract 2024-0050 related to the construction of the Pearlene M. Bransford Complex.

Dear Mr. Marston,

The Corradino Group is pleased to submit this Cost Proposal to the City of Franklin for additional services requested on contract 2024-0050.

ADDITIONAL PROFESSIONAL SERVICES

As requested by the City of Franklin Engineering Department, Corradino seeks to provide additional personnel to supplement city staff with project oversight, field inspections, and survey services as related to the construction of the Pearlene M. Bransford Complex. These services will be provided per the City of Franklin Engineering requirements and/or as directed by Franklin Engineering.

TIME of SERVICE

The Corradino Group will begin providing personnel to supplement city staff with project oversight, field inspections, and project survey services, immediately upon notice from the City that the cost proposal is acceptable. The cost associated with requested additional services is estimated on an eighteen (18) month duration.

FEE

Additional services will be billed monthly at an hourly rate as determined by classification. A detailed Estimated Hours and Fee Schedule for additional services can be found in **Exhibit A – Fee Schedule**. The summary of our fee is as follows.

Total Labor for additional Project Oversight and Field Inspections (The Corradino Group)	\$640,080.00
Total Labor for Surveying Services (M2 Group)	\$100,000.00
Estimated Total for Services	\$740,080.00

We appreciate the opportunity to present this Proposal to the City of Franklin and look forward to working with you. Should you have any questions or require additional information you may reach me by telephone at (901) 604-7634 or by email at mmcwilliams@corradino.com.

THE CORRADINO GROUP, INC.

Marty McWilliams, PE, PMP
TN Construction Services Manager

Exhibit A - Fee Schedule

ESTIMATED HOUR AND FEE PROJECTIONS FOR ADDITIONAL SERVICES ON CITY OF FRANKLIN CONTRACT 2024-0050 TO SUPPLEMENT CITY STAFF WITH PROJECT OVERSIGHT, FIELD INSPECTION, AND SURVEY SERVICES RELATED TO THE CONSTRUCTION OF THE PEARLENE M. BRANSFORD COMPLEX
November 18, 2025

2026																							
Jan.		Feb.		Mar.		Apr.		May		Jun.		Jul.		Aug.		Sept.		Oct.		Nov.		Dec.	
Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours
21.0	168.0	20.0	160.0	22.0	176.0	22.0	176.0	20.0	160.0	21.0	168.0	22.0	176.0	21.0	168.0	21.0	168.0	22.0	176.0	19.0	152.0	21.0	168.0
Project Manager / Engineer																							

		2027																									
Jan.		Feb.		Mar.		Apr.		May		Jun.		Jul.		Aug.		Sept.		Oct.		Nov.		Dec.					
Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Wrk Days	Hours	Total Hours			
20.00	160.00	20.00	160.00	23.00	184.00	22.00	176.00	20.00	160.00	21.00	168.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00	1008.00		
Project Manager / Engineer																											

Total Hrs PM / Engineer: 3024.00

January 2026 - December 2026				January 2027 - June 2027			
Total Hours PM:		2,016		Total Hours PM:		1,008	
Cost / Hr PM:		\$210.00		Cost / Hr PM:		\$215.00	
Total Cost PM:		\$423,360.00		Total Cost PM:		\$216,720.00	
				Survey Services to be provided by M2 Group:			



File #: 26-0284

DATE: 3/26/2026
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of DRAFT Change Order 1 (Final) To COF Contract No. 2025-0232, With Nickell Contracting, LLC For The SR96 Murfreesboro Road Access Control and Royal Oaks Improvement Project Resulting In A Net Decrease Of \$144,583.64

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2025-0232.

BACKGROUND/STAFF COMMENTS:

On December 10, 2024, the Board of Mayor and Aldermen approved the installation of a median barrier along SR-96 (Murfreesboro Road) between Royal Oaks Boulevard and Interstate 65 as part of a broader initiative to improve access control and traffic safety along this corridor. Following that direction, the Engineering Department conducted a formal procurement process, and sealed bids were opened on July 18, 2025. Nickell Company, LLC was identified as the lowest responsive and responsible bidder, and the construction contract (COF 2025-0232) was subsequently authorized through Resolution 2025-59.

The project included construction of the SR-96 median improvements as well as associated work at Royal Oaks Boulevard. All construction activities are now complete, and the project is ready for closeout. The final change order reflects a net decrease of \$144,583.64, resulting from unused quantities and efficiencies realized during construction.

FINANCIAL IMPACT:

A decrease of \$114,583.64 to the contract's total amount which will bring the projects total to \$638,606.36.

RECOMMENDATION:

Staff recommends that DRAFT COF Contract No. 2025-0232 be recommended to the Board of Mayor and Aldermen for approval.

CHANGE ORDER NO.: 1- Final

Owner:	<u>City of Franklin, TN</u>
Engineer:	<u>City of Franklin</u>
Contractor:	<u>Nickell Contracting, LLC</u>
Project Name:	<u>SR-96 Murfreesboro Road Access Control and Royal Oaks Improvements</u>
Owner's Contract No.:	<u>COF 2025-0232</u>
Date Issued:	<u>3/4/2026</u>
Effective Date of Change Order:	<u>3/4/2026</u>

The Contract is modified as follows upon execution of this Change Order:

Description: Final Change Order

Attachments:

Change in Contract Price		Change in Contract Times [State Contract Times as number of days]	
Original Contract Price:		Original Contract Times:	
\$ 753,190.00		Substantial Completion:	90 days
		Ready for final payment:	120 days
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ \$0.00		Substantial Completion:	0 Days
		Ready for final payment:	0 Days
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 753,190.00		Substantial Completion:	90 days
		Ready for final payment:	120 days
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ -114,583.64		Substantial Completion:	0 days
		Ready for final payment:	0 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 638,606.36		Substantial Completion:	90 days
		Ready for final payment:	120 days

Recommended by Engineer		Recommended by Department Director	
By:	<u></u>	By:	<u>Paul Holzen</u>
Signature:	<u></u>	Signature:	<u></u>
Title:	<u></u>	Title:	<u>Director of Engineering</u>
Date:	<u></u>	Date:	<u>03/04/2026</u>

Contractor Approval

Authorized by Owner

By: _____
Signature: _____
Title: _____
Date: _____

By: _____
Signature: _____
Title: _____
Date: _____



File #: 26-0286

DATE: 3/26/2026
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

Consideration Of COF Contract No. 2026-0130, With Univar Solution USA, Inc., For Hydrogen Peroxide For Water Treatment Process Of Potable Water

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the award of a term contract for the delivery of hydrogen peroxide to the Water Treatment Plant for operations.

BACKGROUND/STAFF COMMENTS:

The WTP uses hydrogen peroxide in the treatment process as part of the advanced oxidation process in the ultraviolet light reactors. The hydrogen peroxide breaks down complex organic pollutants into forms of carbon dioxide and various salts, ultimately removing the more complex organic contaminants that help provide the needed removal standards for our facility.

The Purchasing Department advertised this solicitation on January 15th, 2026 and bids were opened January 29th, 2026. The lowest bidder, and determined to be the most responsive, was Univar Solution USA, Incorporated out of Kent, Washington. Univar took no exceptions to the solicitation and is amenable to the City's terms of delivery. The Univer bid was at \$1.7071 for a 35% concentrated solution of hydrogen peroxide, for a total cost to the City of \$39,263.30.

The following is a breakdown of previous chemical usage:
For FY25, the WTP used \$77,700 in hydrogen peroxide deliveries (via 6 deliveries).
For FY26, the WTP has spent \$36,521 year-to-date expenses (via 3 deliveries).
For reference, the budget line item for hydrogen peroxide is budgeted at \$84,000 for FY27.

FINANCIAL IMPACT:

The cost of this hydrogen peroxide bid will come out of the WTP operations fund (421-83220-52103) and is budgeted at \$84,000 for FY27.

RECOMMENDATION:

Staff recommends that COF Contract No. 2026-0130 to the Board of Mayor and Aldermen for approval.

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2026-0130)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and Univar Solution USA, Inc. (“SUPPLIER / SERVICE PROVIDER”), who mutually agree as follows:

1. CITY issued (a) on January 15, 2026, Purchasing Office Solicitation No. 2026-013, a procurement solicitation for bids for Hydrogen Peroxide for Water Treatment Process of Potable Water, Purchasing Office Solicitation No. 2026-008 (collectively, “SOLICITATION”).
2. In response to SOLICITATION, SERVICE PROVIDER submitted a bid dated January 22, 2026, (“SUBMITTAL”), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. SERVICE PROVIDER has, subsequent to SUBMITTAL, also completed, signed and submitted an affirmation of intent to be bound by SUBMITTAL (“AFFIRMATION OF INTENT TO BE BOUND”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. SERVICE PROVIDER has, subsequent to SUBMITTAL, also submitted a Certificate(s) of Liability Insurance (“CERTIFICATE(S) OF INSURANCE”), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY’s Insurance Requirements as included in SOLICITATION.
5. If and when insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above expires either before the expiration of any term of award described below, including any extensions thereto, or before the supply and delivery by SERVICE PROVIDER and the acceptance by CITY of all of the products and/or services ordered from SERVICE PROVIDER, pursuant to this AGREEMENT, then SERVICE PROVIDER shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that either indicates or collectively indicate the new date(s) of insurance coverage expiration and that either (a) meets or exceeds or (b) collectively meet or exceed CITY’s Insurance Requirements as included in SOLICITATION.
6. In the event that insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above is materially modified or canceled either before the expiration of any term of award described below, including any extensions thereto, or before the supply and delivery by SERVICE PROVIDER and the acceptance by CITY of all of the products and/or services ordered from SERVICE PROVIDER, pursuant to this AGREEMENT, then SERVICE PROVIDER shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.
7. SERVICE PROVIDER agrees to impose CITY’s Insurance Requirements as included in SOLICITATION upon any subcontractors it utilizes for this procurement. Except as may be approved and authorized by CITY in advance of any subcontractor commencing work

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2026-0130)

for this award, SERVICE PROVIDER may not subcontract any service component of the award except as is indicated in SUBMITTAL.

8. SERVICE PROVIDER has, subsequent to SUBMITTAL, also submitted CITY's Indemnification Agreement, executed for SERVICE PROVIDER ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
9. CITY awarded on April 28, 2026 to SERVICE PROVIDER the purchase of Hydrogen Peroxide for Water Treatment Process of Potable Water pursuant to SOLICITATION and SUBMITTAL.
10. The term of award shall commence upon execution of this AGREEMENT (the effective date of this AGREEMENT) and shall continue in full force and effect until the expiration at three (3) years from the effective date, unless terminated earlier in accordance with the provisions herein. Either party wishing not to renew this Agreement must provide the other party with written notice of such intention no less than six (6) months prior to the expiration of the initial term.
11. CITY and SERVICE PROVIDER each specifically retain the non-exclusive right, with or without cause, not to extend the initial three (3) year term of award.
12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 2026.

For SERVICE PROVIDER:

For CITY:

(signature of SERVICE PROVIDER's authorized representative)

(signature of CITY's authorized representative)

TITLE: _____

TITLE: City Administrator

Approved as to Form:

Shauna R. Billingsley, City Attorney

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2026-0130)

Attachment No. 1

Excerpts from SUBMITTAL



2026-013

Univar Solutions USA, Inc.

Supplier Response

Event Information

Number: 2026-013
Title: Hydrogen Peroxide for Water Treatment Process of Potable Water
Type: Invitation to Bid
Issue Date: 1/15/2026
Deadline: 1/29/2026 02:00 PM (CT)
Notes: NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Franklin, TN, is receiving sealed written bids until 2:00 p.m. Central Time on Thursday, January 29, 2026, at which time they will be publicly unsealed, for the following procurement:

Hydrogen Peroxide for Water Treatment Process of Potable Water (Solicitation No. 2026-013)

Bids must be prepared and submitted in accordance with the City's specifications and other procurement documents pertaining to this solicitation, including any addenda that may be issued, available on the Business Opportunities page of the City's website (<https://www.franklin.tn.gov/>) or by contacting City Purchasing (purchasing@franklin.tn.gov; 615-550-6692). Per T.C.A. § 12-4-116, potential bidders are not required to receive or respond to this procurement solicitation electronically. The City reserves the right to reject any and all bids, and to waive minor informalities.

Contact Information

Contact: City of Franklin Purchasing Office
Address: Purchasing

Franklin City Hall
109 Third Avenue South
Franklin, TN 37064
Phone: US (615) 550 x6692
Email: purchasing@franklintn.gov

Univar Solutions USA, Inc. Information

Contact: Stacy Ziegler
Address: 8201 S. 212th St
Kent, WA 98032
Phone: (253) 872-5023
Email: stacy.ziegler@univarsolutions.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Stacy Ziegler

Signature

Submitted at 1/22/2026 12:32:18 PM (CT)

munitteam-west@univarsolutions.com

Email

Requested Attachments

Exceptions - Identify, list, and describe any exceptions to this procurement solicitation, including the Specifications.

No response

Please upload a document here titled "**Exceptions**" if additional space was needed in the bid attributes tab.

Description of not only the bid services to be rendered but also any goods, products, items, software and/or hardware included in the bid

Franklin TN - 2026 - 2026-013
Hydrogen Peroxide - Backup
docs.pdf

Please upload a document here if additional space was needed in the bid attributes tab.

Standard Procurement Terms and Conditions

2026-013 Terms and
Conditions.pdf

Please upload the City of Franklin Standard Procurement Terms and Conditions, with the bidder's contact information inserted.

Indemnification Agreement

2026-013 Indemnification
Agreement - Completed.pdf

Please upload the City of Franklin Indemnification Agreement, executed in full. **(Notarized)**

Affidavit of Non-Collusion

2026-013 Affidavit of Non-
Collusion - Completed.pdf

Please upload the City of Franklin Affidavit of Non-Collusion, executed in full. **(Notarized)**

Affidavit of Title VI Compliance

2026-013 Affidavit of Title VI
Compliance - Completed.pdf

Please upload the City of Franklin Affidavit of Title VI Compliance, executed in full. **(Notarized)**

Affidavit of Drug-Free Workplace

2026-013 Affidavit of Drug-Free
Workplace - Completed.pdf

Please upload the City of Franklin Affidavit of Drug-Free Workplace, executed in full. **(Notarized)**

Bidder's proposed agreement or contract

No response

Please upload bidder's proposed agreement or contract, if any, the terms and conditions of which are not inconsistent with the City's Standard Procurement Terms and Conditions

Description of any warranty included in the bid

Warranty Statement (preferred) -
2024.pdf

Please upload a description of any warranty included in the bid if additional space was needed in the attributes tab.

Bid Attributes

1 NOTE: Bid Submittal Form

The information that is entered under the Attributes tab and Line Items tab sections together make up the "Bid Submittal Form".

2 *

BIDDER INFORMATION

3 Bidder's name, street address, and mailing address

Enter the bidder's name, street address, and mailing address (enter mailing address only if it is different than the street address).

Univar Solutions USA, LLC, 8201 S. 212th St., Kent, WA 98032

4 Bidder's contact person's name, title, phone number and email address

Enter the bidder's (contact person's) name, title, phone number and email address

Stacy Ziegler, Municipal Specialist, 253-872-5023, muniteam-west@univarsolutions.com

5 Bidder's normal hours of operation

Please enter the bidder's normal hours of operation.

7:00AM - 3:30PM PST

6 Description of not only any bid services to be rendered but also any goods, products, items, software and/or hardware included in the bid.

Please enter a description of any bid services to be rendered and any goods, products, items, software and/or hardware included in the bid. If additional space is needed, upload a separate document on the response attachments tab

Univar is a chemicals supply and distribution company that supplies chemicals for water and wastewater treatment.

7 Description of any warranty included in the bid

Please describe any warranty included in the bid, If additional space is needed, upload a separate document title "Warranty" on the response attachments tab.

No response

8 Solicitation Acknowledgement

Does the bidder take **any exceptions** to the City's procurement solicitation?

No, bidder takes no exceptions.

9 Solicitation Exceptions

- List any exceptions taken to the City's procurement solicitation. Exceptions must be listed separately, described, and compared to the City's intention as expressed and implied by the City's solicitation documents. If additional space is required, upload a separate document with the title "**Exceptions**" on the response attachments tab.
- If no exceptions are taken, please enter "**NONE TAKEN**".

NONE TAKEN

1
0 *

DELIVERY & PAYMENT TERMS

1 1	City's preferred delivery terms Are the City's preferred delivery terms (FOB destination, freight prepaid and allowed) acceptable to bidder? Yes
1 2	Bidder's requested delivery terms If the bidder answered "No" to the City's preferred delivery terms (FOB destination, freight prepaid and allowed), enter the bidder's requested delivery terms. No response
1 3	City's preferred payment terms Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder? Yes
1 4	Bidder's requested payment terms If the bidder answered "No" to the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later), enter the bidder's requested payment terms. No response
1 5	Method of payment The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method the bidder would prefer? ACH or Electronic Funds Transfer
1 6	Last date bid and pricing is valid and may be accepted by the City Enter last date (no sooner than MAY 1, 2026) that bid and associated pricing is valid and may be accepted by the City of Franklin. 5/1/2026
1 7	* IRAN DIVESTMENT (TCA 12-12-106) + NON-BOYCOTT OF ISRAEL (TCA 12-4-119)
1 8	Signature of first subscription and affirmation of bidder's authorized representative By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. This constitutes as your electronic signature. (If submitting by hard copy, sign the paper copy.) Stacy Ziegler
1 9	Signature of second subscription and affirmation of bidder's authorized representative Except for any contract resulting from the submittal of this bid with a total potential value of less than \$250,000, by submission of this bid, each bidder, except those with fewer than ten employees, and each person signing on behalf of any such bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that, to the best of its knowledge and belief, such bidder is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel. (Tennessee Code Annotated § TCA 12-4-119). This constitutes as your electronic signature. (If submitting by hard copy, sign the paper copy.) Stacy Ziegler

2
0

*

AUTHORIZED REPRESENTATIVE2
1**SIGNATURE - of bidder's authorized representative**

I affirm that I am authorized by the bidder to sign this Bid Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.

This constitutes as your electronic signature. (If submitting by hard copy, sign the paper copy.)

Stacy Ziegler

2
2**TITLE - of bidder's authorized representative**

Enter the TITLE of bidder's authorized representative.

Municipal Specialist

2
3**PHONE - of bidder's authorized representative**

Enter the PHONE NUMBER of bidder's authorized representative.

(253) 872-5023

2
4**EMAIL - of bidder's authorized representative**

Enter the EMAIL of bidder's authorized representative.

muniteam-west@univarsolutions.com

2
5

*

VENDOR REFERENCES2
6**Contact information for required references**

Bidders shall provide references for similar services provided within the last twelve months from three (3) different accounts/customers/clients. Information to be provided shall include: accounts/customer/client name, accounts/customer/client address, description of services provided, contact name and title, and contact telephone number and email address. If the City of Franklin is a recent accounts/customer/client of the bidder for similar services, then add the City of Franklin to the list of references as a fourth reference. If additional space is needed, you may upload a document under the Response Attachments tab titled "**References**".

2
7**Reference #1**

Enter contact information for reference #1.

Township of Moorestown: Wayne McEwen, 856-235-0550, wmcewen@moorestown.nj.us, 1248 N. CHURCH STREET, MOORESTOWN, NJ 08057. Supply and delivery of Hydrogen Peroxide

2
8**Reference #2**

Enter contact information for reference #2.

Sherwin Williams: Robert Moore, 616-538-5505, robert.j.moore@sherwin.com, 4630 SPARTAN INDUSTRIAL DR SW, GRANDVILLE, MI 49418. Supply and delivery of Hydrogen Peroxide

2
9**Reference #3**

Enter contact information for reference #3.

Anheuser Busch Inc: Jamal Zaman, 661-425-2010, jamal.zaman@anheuser-busch.com, 8100 WOODLEY AVE, VAN NUYS, CA 91406. Supply and delivery of Hydrogen Peroxide

30	Reference #4
	Enter contact information for reference #4. No response
31	Reference #5
	Enter contact information for reference #5. No response

Bid Lines

1	Please enter your bid price per gallon (\$0.00/gallon), for Hydrogen Peroxide Chemical Data Characteristics #1 (Concentration: 35%) for the annual estimated amount listed, that includes supply, delivery and unloading of bid chemical and includes any sludge polymer containers identified by the City of Franklin as ready for removal at the City's Water Reclamation Facility.			
	Quantity: <u>23000</u>	UOM: <u>Gallons</u>	Price: \$1.7071	Total: \$39,263.30

Response Total: \$39,263.30

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2026-0130)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party.
2. Successors. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
3. Subcontracting. Vendor may subcontract any portion of the work only with the prior consent of City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply.
4. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to Vendor's performance of all provisions of the contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply.
5. Taxes. As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. Upon request, City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
6. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of City:

In the case of Vendor:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. **2026-013**

Franklin City Hall

109 3rd Ave. South

Franklin, TN 37064

E-mail: purchasing@franklintn.gov

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

7. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) City's failure to disclose such documents or information required to be disclosed by law, or (ii) City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that City impleads Vendor and Vendor assumes control over that claim.
8. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
9. AI System. Definition of AI System. The parties define "artificial intelligence" or "AI" to be a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments. AI systems use machine- and human-based inputs to perceive real and virtual environments; abstract such perceptions into models through analysis in an automated manner; and use model inference to formulate options for information or action.
 - a. The parties define an "AI system" to be any data system, software, hardware, application, tool, or utility that operates in whole or in part using AI.
 - b. Guiding Principles. The Contractor shall demonstrate that the AI system and its usage, deployment, and maintenance as it pertains to the services outlined in this agreement do not conflict with the City's AI Policy and Principles therein.
 - c. Risk Mitigation
 - i. The Contractor represents that the AI system is suitable for its intended use by the City and has been developed and will perform in a manner that is in compliance with all applicable laws and regulations.
 - ii. The Contractor shall maintain, follow, and provide, upon request, a copy of their Risk Management Plan that complies with accepted risk management frameworks, such as the NIST AI Risk Management Framework, ISO 42001, or other AI risk management governance standard.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

- iii. The Contractor shall work with the City to evaluate and minimize risks posed by the AI system.
- d. **AI Incident Response.** In the event of an AI incident, at the request of the City, the Contractor shall thoroughly investigate their systems of any suspected AI incident and promptly report findings to the Agency. An “AI incident” is an alleged harm or near harm event to people, property, reputation, technical integrity of the environment where an AI system is implicated. Examples of AI incidents include providing false information, copyright infringement, generating harmful bias, system misuse, exposure of sensitive information, and liability risk.
- e. **Remediation.** At the City’s request, the Contractor will immediately discontinue the use of any AI system involved in providing services to the City. If the City, in its sole discretion, determines that the AI system is in violation of one or more of the requirements stated herein or that the Contractor does not promptly resolve an AI incident, or that the system does not adequately supports the City’s commitment to the City's AI Policy and Principles, then the City will provide the Contractor with notice that they have thirty (30) calendar days to promptly assess and resolve the issue. Potential methods to address such issues include, without limitation, changing the behavior of the AI system or subsystem; supplementing the system or subsystem to achieve the necessary outcomes; replacing the system with a non-AI system that meets the City’s needs; or limiting the function of the AI system or subsystem. After thirty (30) calendar days, the Contractor must provide evidence that the AI system is adequately fixed and ready for re-deployment, or that the AI system is not suitable for use.
- f. **Requirements for Contractors AI System(s).** To the extent permissible by law, the Contractor shall adhere to the following requirements in the course of doing business with or for the City:
 - i. **Updates:** Contractor shall provide prior notice for system upgrades that substantially impact the services provided to the City. Example of a substantial impact includes but is not limited to changes to: sensitive or protected information used in the system, compatibility with the City’s other systems, or decisions that impact the rights or safety of individuals. In the event of a change with a substantial impact, Contractor will provide the City opportunity to stay on the existing system version at the City’s request. Any updates made to the AI system that render the AI system unserviceable to the City to provide services defined in the agreement as determined by the City may be cause for termination by the City.
 - ii. **Data portability:** At the City's request, and at no additional cost, the Contractor shall provide all data owned by the City in a format that is easily usable by the City and, to the extent technically feasible, in a structured, commonly used, machine-readable format. The Contractor is not obligated to provide such data more than twice in a 12-month period.
 - iii. **Authorized use:** Data owned by the City cannot be used for other commercial applications without written consent from the City.
 - iv. **Data rights:** Data owned by the City that contains sensitive or protected information must be able to be deleted, edited, or anonymized at the request of the City or the data subject.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

- v. Performance: Provide the City or entity working on behalf of the City with the means to monitor the performance, including the accuracy, of the AI system it uses and report this accuracy to the City. This may include, but is not limited to, the false positive rate, the false negative rate, the true positive rate, the average percentage error, the mean-squared error, and human judgement scores.
 - vi. Algorithmic bias: Contractor will provide the City with evidence that demonstrates that bias present in the AI system is effectively managed for the context in which it will be deployed. Contractor shall provide information describing in detail how bias is assessed.
 - vii. Human oversight: Provide the City the means for a human to evaluate and override outputs of the AI system. The human evaluator must be able to override the outputs of the AI system and take precedence over all outputs.
 - viii. Explainability: Provide the City with an explanation of how the AI system generates outputs, including what factors influence the system's decisions, rule-based logic, training data sources, and probability-based decisions. The City holds the right to communicate its general usage of the AI system and explain its decision-making processes to the public.
 - ix. Notice: If required by the City, provide written notice of the usage of the AI system to data subjects and/or end-users, preferably at the point of service.
 - x. Process: Contractor shall comply with existing local, state, and federal law for data access and decision appeals related to the use or operation of the system.
 - xi. Ongoing Monitoring: Contractor shall regularly monitor the performance of the AI system to detect and rectify system behavior that violates any of the requirements in this section. Contractor shall promptly communicate the discovery of system behavior that violates any of the requirements in this section to the City, including the potential impact to services.
 - xii. Training: Ensure that appropriate training is available to City staff who may operate the AI system, which may include how to:
 - 1. Protect sensitive or personal information;
 - 2. Mitigate harmful algorithmic bias;
 - 3. Promote optimal performance;
 - 4. Report system errors; and
 - 5. Maintain service delivery if the AI system fails, to the extent possible.
 - xiii. Auditing: The City retains the right to observe, assess, or audit any relevant work processes, services, or documents in the course of doing business with the City to confirm that the Contractor (and any relevant sub-contractors) is complying with this Policy. Contractor shall provide access to information, documentation, and personnel required to complete this audit at no additional cost to the City.
10. **Data Governance.** For the purposes of this Agreement, "City Data" includes, but is not limited to, all information, records, databases, documents, materials, or any other data provided by the City, collected or accessed by the Contractor on behalf of the City, or generated in the

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

performance of services under this Agreement. This includes confidential, sensitive, personal, operational, or proprietary information, regardless of format or medium. The City retains exclusive ownership of all City Data. The Contractor shall not claim any right, title, or interest in City Data, and any use of City Data by the Contractor shall be limited strictly to the purposes outlined in this Agreement. The Contractor is expressly prohibited from accessing, using, disclosing, distributing, selling, or licensing City Data for any unauthorized purpose, including for its own benefit or the benefit of third parties. The Contractor shall implement and maintain comprehensive, industry-standard security measures to safeguard City Data against unauthorized access, loss, theft, alteration, or misuse. These measures shall include, at a minimum, encryption, access controls, monitoring, and regular security audits. The Contractor shall not transfer City Data outside of approved systems, networks, or jurisdictions without the City's prior written consent. In the event of a suspected or confirmed breach or unauthorized use of City Data, the Contractor shall immediately notify the City within twenty-four (24) hours of discovery and provide a detailed written report within forty-eight (48) hours. The Contractor shall cooperate fully with the City to contain, mitigate, and investigate the incident, including providing access to all relevant systems and records. Upon the City's request, the Contractor shall securely return all City Data to the City and permanently delete all copies from its systems and those of its subcontractors or affiliates. The Contractor shall certify in writing that the destruction is complete and irreversible. The Contractor shall comply with all applicable laws, regulations, and City policies governing the handling of City Data. The Contractor agrees to indemnify, defend, and hold the City harmless against any claims, damages, liabilities, fines, or penalties arising from the Contractor's breach of this clause or improper handling of City Data. This clause shall survive the expiration or termination of this Agreement.

11. Arbitration/Mediation. Neither arbitration nor mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply. Neither arbitration nor mediation shall be binding.
12. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, 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.
13. 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 Vendor to limit its liability shall be void and unenforceable.
14. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.
15. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order, invoice, Vendor

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will, to the extent of such conflict, take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions pursuant to the “Amendment” section below.

16. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, City of Franklin and individual, on or off duty, officers, and employees of City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys’ fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of City of Franklin.
17. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, 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 any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
18. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state’s choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
19. Termination. Unless City has indicated otherwise in the contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days’ notice to the other. Upon termination by Vendor, City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by City, Vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

20. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under the “Severability” section above, and may also have such other remedies as it may be entitled to in law or in equity.
21. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, then City (i) may cancel the contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from Vendor that submitted the next lowest and best responsive and responsible bid, or Vendor that submitted the next best proposal, if that Vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to City in compliance with its then current purchasing policy; and (iv) may hold the defaulting Vendor liable for all damages provided by law, including cost of cover.
22. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions.
23. Amendment. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section title and signed by an authorized representative of each party.
24. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2026-0130)

Attachment No. 3

CERTIFICATE(S) OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
5/30/2025	Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18 th Street 15 th Floor Philadelphia, PA 19103	570106225247	City of Franklin 109 3 rd Avenue South Franklin, TN 37064	Commercial General Liability	6/1/2026
				Automobile Liability	6/1/2026
				Workers Compensation and Employers' Liability	6/1/2026



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext.): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED Univar Solutions USA LLC 3075 Highland Parkway Suite 200 Downer's Grove IL 60515 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: ACE American Insurance Company	22667
	INSURER B: ACE Fire Underwriters Insurance Co.	20702
	INSURER C: Indemnity Insurance Co of North America	43575
	INSURER D: Illinois Union Insurance Company	27960
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570106225247 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			XSLG48983340 SIR applies per policy terms & conditions	06/01/2025	06/01/2026	EACH OCCURRENCE	\$3,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$3,000,000	
			MED EXP (Any one person)				Excluded	
			PERSONAL & ADV INJURY				\$3,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$3,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$3,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			ISA H11357362 Commercial Auto	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
	☒ ANY AUTO		BODILY INJURY (Per person)					
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident)					
			PROPERTY DAMAGE (Per accident)					
D	☒ UMBRELLA LIAB	☒	OCCUR	XCEG27380566012	06/01/2025	06/01/2026	EACH OCCURRENCE	\$5,000,000
	☐ EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$5,000,000
	DED ☒	RETENTION \$5,000,000						
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLCR72794515 AOS SCFC72794527 WI	06/01/2025 06/01/2025	06/01/2026 06/01/2026	☒ PER STATUTE ☐ OTHER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N ☒ N	N / A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED STATUS PROVIDED FOR ALL OF THE ABOVE POLICIES (EXCEPT WORKERS COMP) & WAIVER OF SUBROGATION IS AWARDED AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

Univar Solutions USA LLC 3075 Highland Parkway Suite 200 Downer's Grove IL 60515 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2026-0130)

Attachment No. 4

INDEMNIFICATION AGREEMENT

Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

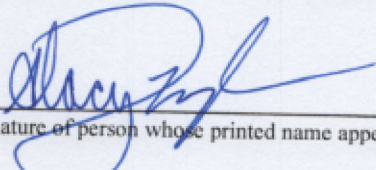
State of Washington)
County of King) SS

On behalf of Bidder/Proposer, Stacy Ziegler agrees that:
(printed name of person signing Agreement)

1. He or she is the Municipal Specialist of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Univar Solutions USA, LLC
(legal name of entity submitting bid or proposal)

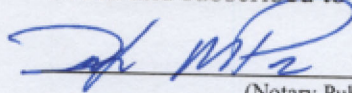
the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

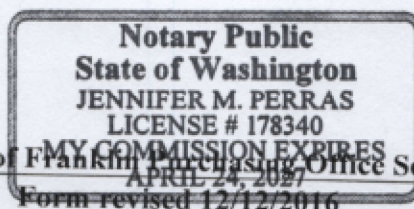

(signature of person whose printed name appears above)

Municipal Specialist
(title of person whose printed name appears above)

Sworn and subscribed to before me this 22nd day of January, 2026


(Notary Public)

My Commission Expires: 4/24/2027



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2026 013)

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2026-0130)

Attachment No. 5

AFFIDAVIT OF DRUG-FREE WORKPLACE

Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Washington)
County of King) SS

Affiant, Stacy Ziegler, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Municipal Specialist of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Univar Solutions USA, LLC
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

OPTION 1 (mark here ☒):

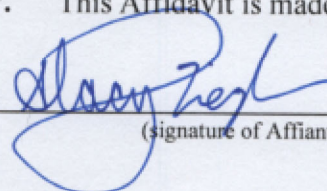
3. The Bidder or Proposer entity employs five (5) or more employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and

OPTION 2 (mark here ☐):

6. The Bidder or Proposer entity employs fewer than five (5) employees.

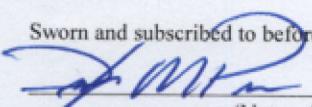
AND:

7. This Affidavit is made on personal knowledge.

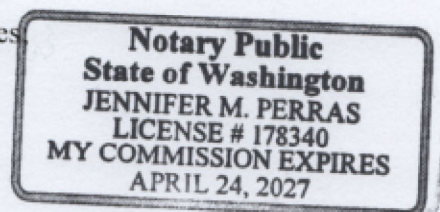

(signature of Affiant)

Municipal Specialist
(title of Affiant)

Sworn and subscribed to before me this 22nd day of January, 2026


(Notary Public)

My Commission Expires: 4/24/2027



**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2026-0130)

Attachment No. 6

AFFIDAVIT OF NON-COLLUSION

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Washington)

County of King)

SS

Affiant, Stacy Ziegler, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Municipal Specialist of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Univar Solutions USA, LLC
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

Stacy Ziegler
(signature of Affiant)

Municipal Specialist

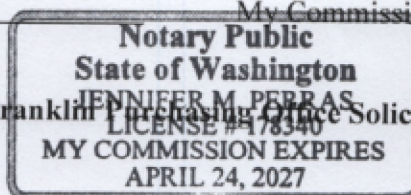
(title of Affiant)

Sworn and subscribed to before me this 22nd day of January, 2026

[Signature]

(Notary Public)

My Commission Expires: 4/24/27



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2026 013)

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2026-0130)

Attachment No. 7

AFFIDAVIT OF TITLE VI COMPLIANCE

Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

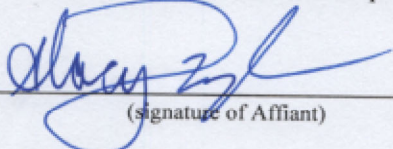
State of Washington)
County of King) SS

Affiant, Stacy Ziegler, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Municipal Specialist of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Univar Solutions USA, LLC
(legal name of entity submitting bid or proposal)

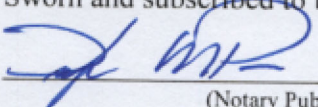
the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

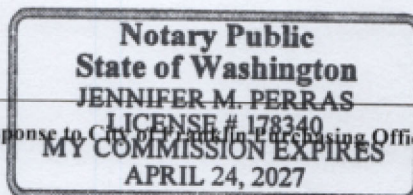

(signature of Affiant)

Municipal Specialist
(title of Affiant)

Sworn and subscribed to before me this 22nd day of January, 2026


(Notary Public)

My Commission Expires: 4/24/2027



CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2026-0130)

Attachment No. 8

WARRANTY STATEMENT

Univar Solutions USA LLC
200 Dean Sievers Place
Morrisville PA 19067



T215-337-5403
F 215 337-6290
www.univarsolutions.com

WARRANTY. Seller warrants that Seller branded Products conform to Seller's published specifications at the time of delivery. Seller warrants that services provided by Seller will be consistent with Seller's standard specifications or, if none, with Seller's standard practices. Buyer acknowledges that Seller acts as a distributor for Products not branded by Seller (Resale Products) and that matters relating to the quality of the Products are not within Seller's control. Accordingly, SELLER MAKES NO WARRANTIES WHATSOEVER CONCERNING RESALE PRODUCTS. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES EXPRESS OR IMPLIED. SELLER EXPRESSLY EXCLUDES WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.



File #: 26-0318

DATE: 3/26/2026
TO: Capital Investment Committee
FROM: Brian Goodwin, Asst. Director of Water Management

SUBJECT:

Consideration Of DRAFT Amendment 1 To COF Contract No. 2025-0086, With Gresham Smith For The WTP Hydrochloric Acid Building In The Amount Of \$26,100

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning amendment number 1 to COF Contract No. 2025-0086 with Gresham Smith for the WTP Hydrochloric Acid Building.

BACKGROUND/STAFF COMMENTS:

The chemical building at the WTP is part of the original construction from 1950, and is outdated with the current chemicals that are used. The City's Risk Management Department has indicated several incompatible chemicals are stored in proximity, without proper ventilation and drainage.

In March 2025, the Board approved a contract with Gresham Smith for the design of an additional chemical building at the WTP to house and further separate these incompatible chemicals while creating the appropriate injection points for the process and critical safety factors for operations. During the design, it was also noticed that it would be helpful to have an additional design for building drains that would help out in case of emergency. This amendment allows for that additional design, ultimately creating a safer building for these operations.

FINANCIAL IMPACT:

The additional cost for the amendment is \$26,100 and will be covered in the WTP consulting services operating fund (421-82560-52103) because the initial design proposal came in slightly under the budgeted amount.

RECOMMENDATION:

Staff recommends that DRAFT Amendment 1 to COF Contract No. 2025-0086 be recommended to the Board of Mayor and Aldermen for approval.

DRAFT AMENDMENT NO. 1 TO
WTP Improvements – New Hydrochloric Acid Building
COF Contract No. 2025-0086

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE (the “City”) and Gresham Smith as of this _____ day of _____, 20____.

RECITALS:

WHEREAS, the City and Gresham Smith entered into an agreement (COF Contract No. 2025-0086 dated April 22, 2025, (the “Agreement”)); and

WHEREAS, the purpose of the Agreement was to provide engineering design for the New Hydrochloric Acid Building at the Water Treatment Plant (WTP); and

WHEREAS, the parties desire to amend the agreement to include design of a drain system to accommodate the proposed Hydrochloric Acid building and to provide review of construction documents for bidding; and

WHEREAS, the City and Gresham Smith 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 include design of a drain system to accommodate the proposed Hydrochloric Acid building and to provide review of construction documents for bidding for a not to exceed fee of \$26,100.00.
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 April 22, 2025, 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:

City Attorney

Gresham Smith

By: _____

Title: _____

Date: _____



February 26, 2026

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

**Subject: Additional Services Proposal
WTP Improvements
Franklin Water Management Department
Gresham Smith Project No. 50033.00**

Dear Mr. Goodwin:

Thank you for the opportunity to provide the following proposal for additional design phase engineering services for the subject project. Our proposed scope of additional services and compensation are described herein.

We propose to perform the following additional services with the intention of including these in a forthcoming amendment to the Agreement that will also include limited bid and construction phase services. Authorization for the additional services will allow Gresham Smith to meet the City's current schedule for bidding the project early in the 2027 fiscal year, which begins July 1, 2026. The proposed additional design phase services include:

1. Designing an extension of the plant drain system to accommodate the proposed HCl building and to better serve the southern half of the WTP property and any future expansion of the facility. Engineer will prepare new plan and profile sheet(s), necessary details, and technical specifications for the expansion of the plant drain system.
2. Reviewing the City's Division 00 (procurement) documents, coordinating supplementary Division 00s, and providing additional Division 00s as requested by the Owner or deemed necessary for the project (bid form, supplementary conditions, etc.).

We propose to provide the additional services for an hourly-not-to-exceed fee of **\$26,100.00**. A breakdown of the tasks and fee associated with the additional services are included in the attached Fee Breakdown table.

Should you have any questions or require additional information, please do not hesitate to call me.

Sincerely,

Gresham Smith

A handwritten signature in black ink, appearing to read 'Craig Parker', written over the printed name.

Craig Parker, P.E.
Senior Vice President

Genuine Ingenuity

222 Second Avenue South
Suite 1400
Nashville, TN 37201
615.770.8100
GreshamSmith.com

FEE BREAKDOWN

				TASK SUMMARY							
Task	Description of Task	Task Hours	Task Fee	Brittany Bishop	Ben Luke	Orlando Gomez	Ron Abraham	Sarah Haynes	Grant Karnes	Carly Shafer	Clae Fuller
				Project Manager	Senior Project Engineer	Sr. BIM Mgr	QC Reviewer/SME	MP BIM	Civil Designer	Water EIT	Senior Document Control
				\$225	\$250	\$200	\$275	\$150	\$150	\$135	\$115
1	Expansion of Plant Drain System										
a	Planning and Coordination with Existing Utilities	24	\$4,530	2	8	2			4	8	
b	New Civil Plan and Profile, Design and QC	54	\$9,060	2	8		2	2	24	16	
c	Specification and Detail Additions for Drain System	24	\$3,360						8	16	
	TOTAL TASK 1 HOURS	102	\$16,950	4	16	2	2	2	36	40	0
	TASK 1 SUBTOTAL	102	\$16,950	\$900	\$4,000	\$400	\$550	\$300	\$5,400	\$5,400	\$0
2	Coordinate/Add Front End Documents (Div 00) to Specification Manual										
a	Coordination with City for Front End Templates and City Requirements	14	\$2,530	2	4					8	
b	Add Division 00 and Conform to Project	40	\$6,620	2	8		2			20	8
	TOTAL TASK 2 HOURS	54	\$9,150	4	12	0	2	0	0	28	8
	TASK 2 SUBTOTAL	54	\$9,150	\$900	\$3,000	\$0	\$550	\$0	\$0	\$3,780	\$920
	Estimated Project Hours Subtotal	156	156	8	28	2	4	2	36	68	8
Total Estimated Fee:				\$26,100							



City of Franklin

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

File #: 26-0199

DATE: 3/26/2026

TO: Capital Investment Committee

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

Consideration Of COF Contract No. 2026-0102, With TDOT For Sanitary Sewer Line Relocation With Franklin Road Bridge Over The Harpeth River Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the utility relocation contract with TDOT for the sanitary sewer relocation as part of the Franklin Road bridge replacement over the Harpeth River project.

BACKGROUND/STAFF COMMENTS:

TDOT contacted the City concerning any utilities that are in the area of the replacement of the bridge over the Harpeth River project on Franklin Road in March 2025. Since that time, the City has hired an engineering consultant, Gresham Smith, to design the sanitary sewer relocation as a result of this bridge replacement, the same firm that is also performing the bridge design. This project is eligible for Chapter 86 reimbursement by TDOT to the City of Franklin for the engineering work. TDOT has sent this contract for the City's review and approval in order to solidify this reimbursement. The sanitary sewer relocation will be done as a move-in contract, which means it will be relocated during the construction of the bridge by the contractor selected by TDOT.

FINANCIAL IMPACT:

The cost of the engineering is \$53,000, and is not currently budgeted in the wastewater collection fund, however, because this will be reimbursed this fund can absorb the costs until full reimbursement is received.

RECOMMENDATION:

Staff recommends that COF Contract No. 2026-0102 be recommended to the Board of Mayor and Aldermen for approval.

94004-2234-04



Contract No. 9603

UTILITY RELOCATION CONTRACT

THIS CONTRACT made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of Franklin (Sewer)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT plans to construct PIN Number **124873.00, SR-6 (US-31) (East Main Street), Bridge over Harpeth River, LM 12.51**, located in **Williamson County**, Tennessee (hereinafter called the "Project"), and for said Project to be constructed it will be necessary for the Utility to relocate certain of its facilities, **22** percent of which are located on public highway right-of-way and **78** percent of which are located on private utility right-of-way; and

WHEREAS, TDOT is liable for the relocation of utility facilities located on private utility right-of-way and is authorized, in accordance with TCA §54-5-804, to reimburse the Utility for the relocation of utility facilities located on public highway right-of-way but is not liable for any utility betterment costs; and

WHEREAS, in accordance with TDOT policy, the reimbursement of actual allowable costs for relocating utility facilities on public highway right-of-way for municipally owned utilities, Utility Districts, or Utility Cooperatives, as defined in TDOT's Policy #340-07, shall be capped at a maximum reimbursement of \$2,500,000, and for all other utilities the reimbursement shall be limited to 75% of actual allowable costs up to a maximum reimbursement cap of \$2,500,000; and

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$2,040,785.00**, including the amount of **\$53,000.00** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **March 6, 2025**; including the amount of **\$0** for the cost of inspection provided by the Utility; including the amount of **\$0** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$0** for deposit for the utility work in the State contract, and of which **78** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **22** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering, and inspection on private utility right-of-way, but excluding inspection on public highway right-of-way, betterment, and the cost over the maximum TDOT reimbursement amount; and

WHEREAS, the parties want to enter into a contract to provide for the relocation of the Utility's facilities in conjunction with this highway construction project, and the Utility has requested TDOT to undertake the hereinafter described utility relocation work in its highway construction contract as provided in TCA §54-5-804; and

WHEREAS, it is in the mutual interest of the parties that this utility relocation work be performed together with the proposed highway construction;

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

1 (a) TDOT will show the proposed relocation of the Utility's facilities on TDOT's highway construction plans as project cost items and will receive bids for same by its highway contractor as a part of the contract for construction of the above mentioned Project. TDOT will be responsible for having its contractor perform the aforesaid utility relocation work in accordance with TDOT's construction contract, including the project plans, standard specifications, special provisions, and the utility relocation plans and specifications heretofore agreed upon by and between the parties hereto, all of which are incorporated herein by reference.

(b) The Utility agrees to reimburse TDOT for the Betterment Cost and the cost over the maximum TDOT reimbursement amount. Reimbursement shall be based on the agreed percentage of the actual cost of the Betterment Cost items as shown on the project plans incorporated herein by reference. It is further agreed that the Utility will make payment to TDOT in the amount of the estimated cost of the Betterment Cost items and the estimated cost over the maximum TDOT reimbursement amount prior to advertisement for bids. The Utility may provide these funds by one of the following means:

A. A check made payable to the order of and sent to TDOT; or

B. Documentation of a deposit made only by wire or by immediate credit transfer with the Treasurer of the State.

In the event said deposit exceeds the aggregate amount of the Betterment Cost charges, the difference will be refunded to the Utility. In the event said Betterment Cost charges exceed the deposit, the Utility agrees to reimburse TDOT for such additional amount.

(c) The Utility agrees that TDOT may advertise for and receive bids for the construction of the Project, including the proposed relocation of the Utility's facilities, and award and enter into contract with the lowest responsible bidder.

(d) The Utility agrees that any memoranda or other information concerning the estimated cost of the proposed relocation of the Utility's facilities will not directly or indirectly be released or disclosed to potential bidders except to the extent that the utility may otherwise be required to do so by law.

(e) Neither the Utility nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Utility's relocation work to be performed under a contract to be awarded by TDOT. The Utility further agrees that no employee, officer, or agent of the Utility shall participate in the selection or the

award or administration of a contract for the performance of any part of the Utility's relocation work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for a award of a contract to perform the Utility's relocation work for this Project. Neither the Utility nor any affiliate, subsidiary, employee, officer, or agent of the Utility shall solicit or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.

- (f) It is also understood and agreed that TDOT, in its sole discretion, may reject any and all bids submitted for the construction of said Project without any liability whatsoever to the Utility.
2. (a) It is further agreed that in letting the contract with respect to the proposed relocation of the Utility's facilities, TDOT is acting solely in accommodation of the Utility and shall have no liability to the Utility for any damages or claims arising out of acts or omissions on the part of TDOT's contractor. The Utility agrees that it will not hold TDOT responsible for any claims arising out of the inclusion of the Utility's items of work in TDOT's highway construction contract. Under this contract, "TDOT" shall include any and all officers and employees of the State of Tennessee acting within the scope of their employment with the State of Tennessee.
 - (b) The utility relocation plans and specifications heretofore agreed upon by and between the parties hereto, all of which are incorporated herein by reference are provided by the Utility, signed and sealed in accordance with State regulations by a licensed engineer employed by the utility, and the utility is solely responsible for said relocation plans and specifications. The utility shall be responsible for all direct or indirect costs resulting from errors and omissions of said relocation plans and specifications included in the TDOT construction contract. The utility shall be responsible to provide to TDOT any and all necessary plans, electronic files, documentation, or anything else that is deemed necessary by TDOT to include the utility work in the TDOT construction contract.
3. (a) The Utility has acquired or shall acquire all utility rights-of-way outside of the available public highway right-of-way as may be needed to relocate its utility facilities, including any betterment, and the Utility shall provide TDOT and its contractor with the rights to use these utility rights-of-way for construction purposes. The Utility further agrees that it has acquired or will acquire these rights-of-way at no cost to TDOT except insofar as TDOT may be liable to reimburse the Utility for the replacement of previously owned private utility rights-of-way as may be provided in a separate contract between the parties.
 - (b) The Utility agrees to transfer to TDOT that portion of the previously owned private utility rights-of-way being vacated by the Utility and within the Project proposed right-of-way as needed for highway purposes.

4. The Utility agrees that:

(a) The Utility will perform the utility engineering work provided for in this Contract by its own forces and/or consultant engineering services approved by TDOT.

(b) It will develop the utility engineering costs in accordance with the current provisions of 23 CFR §645.117.

- 5.** The Utility shall have the right and responsibility to inspect and approve, prior to TDOT's release of its highway contractor's bond, all items of utility relocation work, including betterment, to be performed under the proposed highway construction contract to ensure that the relocation is completed in accordance with this Contract and all applicable specifications and safety codes. The Utility shall provide progressive inspection reports to TDOT in accordance with the current TDOT Construction Circular Letters section 105.07 "Utilities Diaries and Inspection Procedures" incorporated herein by reference. TDOT agrees that it will reimburse the Utility the pro-rata share for the inspection of utility facilities on private utility right-of-way when the utility relocation is completed in accordance with the approved relocation plans, incorporated herein by reference. The inspection of utility facilities on public highway right-of-way shall be performed at no cost to TDOT.
- 6.** To the extent that facilities are being located within public highway right-of-way, the Utility agrees to comply with all current, applicable provisions of 23 CFR Subpart 645A, which are incorporated herein by reference; provided, however, that provisions for review, approval, authorization and participation by the Federal Highway Administration set forth in 23 CFR Subpart 645A shall not apply to the extent that the Project is not a (FHWA) federal-aid project. The Utility acknowledges possession of 23 CFR Subpart 645A.
- 7.** The Utility agrees to comply with all current, applicable provisions of the Guidelines for Governmentwide Debarment and Suspension of 2 CFR §180.355 through §180.365, which are incorporated herein by reference. The Utility acknowledges possession of 2 CFR Part 180 and the requirements of the attached FHWA Form 1273, Section X – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
- 8.** The Utility agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the Utility agrees that all products used in the Utility's relocation work that are manufactured of steel or iron shall be manufactured in the United States. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the Utility's relocation work are manufactured.
- 9.** Subject to the provisions of this paragraph and as otherwise provided in this Contract, TDOT agrees to reimburse the Utility for the Utility's reimbursable engineering and inspection costs associated with the relocation of the Utility's facilities, as follows:

- (a) The Utility shall perform the engineering and inspection work in accordance with the estimate of cost and plans as approved by TDOT and incorporated herein by reference. The estimate of cost and schedule of work are attached hereto as Exhibit "A".
- (b) The Utility may perform preliminary engineering to generate the schedule of calendar days, color coded relocation plans and estimate of cost as needed for TDOT to generate this agreement. Costs incurred for preliminary engineering prior to the execution date of this agreement are eligible for reimbursement as long as they were incurred after the preliminary authorization date. Any costs for consultant engineering shall also be eligible for reimbursement as long as they are incurred after consultant authorization.
- (c) Any change in the approved estimate of cost or plans shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Utility to resolve, if possible, any objections TDOT may have to such requested changes.
- (d) TDOT shall reimburse the Utility for such direct and indirect costs as are allowable under the current provisions of 23 CFR Subpart 645A. Any claim for costs that would be ineligible for Federal reimbursement under 23 Subpart CFR 645A on a federal-aid project shall be ineligible for reimbursement by TDOT on this Project, whether it is or is not a federal-aid project.
- (e) The Utility shall develop and record engineering and inspection costs in a manner consistent with the current provisions of 23 CFR §645.117 as of the effective date of this Contract and as approved by TDOT.
- (f) The Utility shall submit all requests for payment by invoice, in form and substance acceptable to TDOT, with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Contract to date.
- (g) The Utility may submit invoices for interim payments during the progress of the work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of cost attached hereto as Exhibit "A" to this Contract, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
- (h) TDOT shall, unless it has good faith and reasonable objections to the Utility's invoice for interim payment, use its best efforts to issue payment based on the Utility's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Utility's invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Utility so as to allow the parties to address them in a prompt manner. If the invoice is

otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Utility. All other reimbursable cost items set out in the Utility's invoice shall be paid by TDOT.

- (i) Subject to the Utility's right to bill on an interim basis as described above, the Utility shall by invoice provide one final and complete billing of all costs incurred within one year following the completion of the Utility relocation work in its entirety. Otherwise, any previous payments to the Utility may be considered final, and the Utility may be deemed to have waived any claim for additional payments, except as TDOT and Utility may have agreed otherwise in writing before the end of that year.
 - (j) The Utility's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
 - (k) The Utility's invoice(s) shall include a Buy America certification attesting that all products used in the Utility's relocation work that are manufactured of steel or iron comply with the Buy America requirements set forth in 23 USC § 313 and 23 CFR § 635.410 and as further described in paragraph 8 of this Contract.
- 10.** The Utility agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In the event any costs are determined not to be allowable under provisions of this Contract, the Utility agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.
- 11.** The Utility shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Utility, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years after final payment has been received by the Utility and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the Comptroller of the Treasury, or their duly appointed representatives during this three year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- 12.** In the event that funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Contract upon written notice to the Utility. Said termination shall not be deemed a breach of Contract by TDOT. Upon receipt of the written notice, the Utility shall cease all work associated with the Contract, except as may be reasonably necessary to return the Utility's facilities to safe operation. Should such an event occur, the Utility shall be entitled to compensation for all costs of relocation reimbursable under 23 CFR Subpart 645A (in accordance with paragraph 9 of this Contract) for work completed as of the termination date or in accordance with this provision. Upon such termination, the Utility shall have no right

to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- 13.** The Utility agrees, to the extent provided by law, that it will be solely responsible for any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Utility, its employees, its contractors, or any person acting for or on its or their behalf in the performance of the Utility's engineering and inspection work relating to this Contract. The Utility further agrees that it will not hold TDOT responsible for any such claims. Under this Contract, "TDOT" shall include any and all officers and employees of the State of Tennessee acting within the scope of their employment..

In the event that TDOT is sued for damages arising from acts, omissions, or negligence by the Utility or its employees, the Utility shall cooperate in TDOT's defense. TDOT shall give the Utility written notice of any such claim or suit, and the Utility shall have full right and obligation to conduct the Utility's own defense thereof. Nothing contained herein shall be deemed to accord to the Utility, through its attorney(s), the right to represent TDOT in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

- 14.** TDOT shall have no liability except as specifically provided in this Contract.
- 15.** This Contract may be modified only by a written amendment executed by the parties hereto.
- 16.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Contract shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
- 17.** The Utility hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Utility on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Utility shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 18.** The Utility shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility agrees that failure of the Utility to comply with this provision may subject the Utility to the repayment of all State funds expended under this Contract.
- 19.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Time is of the essence of this Contract.

- 20.** The parties hereto, in the performance of this contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- 21.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Utility acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
- 22.** If any terms, covenants, conditions or provisions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- 23.** TDOT and the Utility agree that any notice provided for in this Contract or concerning this Contract shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation
Attention: State Utility Coordinator
Tennessee Tower Building, 11th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243

With a copy if requested by TDOT to:

Leslie South, General Counsel
Tennessee Tower Building, 26th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Facsimile Number: (615) 532-5988

To the Utility:

City of Franklin, Tennessee
Michelle Hatcher, Director of Water
Management

With a copy if requested by Utility to:
City of Franklin, Tennessee
Law Department
Attn: Shauna Billingsley, City Attorney

IN WITNESS WHEREOF, the parties have executed this contract.

UTILITY

City of Franklin (Sewer)

STATE OF TENNESSEE
DEPARTMENT OF
TRANSPORTATION

BY: _____

TITLE: Eric Stuckey, City Administrator

DATE: _____

Approved as to form:

By: _____
Shauna R. Billingsley, City Attorney

BY: _____
Will Reid, PE
Commissioner

DATE: _____
APPROVED AS TO FORM AND
LEGALITY:

BY: _____
Leslie South
General Counsel

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- X. Compliance with Governmentwide Suspension and Debarment Requirements

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CIRCULAR LETTER

Section: 105.07 Cooperation with Utilities

Number: 105.07-04

Subject: Utility Diaries and Inspection Procedures

Date: December 15, 2007

On all projects requiring utility relocations, Form DT-0667 "Project Utility Diary" is to be used to document said relocations whether the work is reimbursable or not. When a utility is relocating at its own expense or under a lumps sum reimbursement contract, the "Description of Work Performed" section will be the only notation required. The notation shall indicate if the relocation is a non reimbursable or lump sum reimbursable contract. Form DT-0667 fulfills the requirements for documentation detailed in Section 109.05 of the Department of Transportation Construction Manual and Section 18-7 of the Standard Utility Procedures Manual.

- 1 Form DT-0667 is to be completed in the field by the utility inspector.
- 2 The original or white sheet is to be transmitted to the TDOT Project Supervisor's office and bound.
- 3 The first copy or yellow sheet is to be transmitted to the utility company on reimbursable relocations.
- 4 The second copy or pink sheet is to be retained in the utility diary.

If the utility relocation is included in the state contract, the utility will be responsible for inspecting all phases of the relocation, per TCA 54-5-804, 2003 Public Chapter 86. The TDOT inspector shall document the utility work activities performed in the daily project diaries. The inspector provided by the utility company will:

- 1 Complete Form DT-0667 as described above and submit it each estimate period, as directed by the TDOT Project Supervisor. Along with the item descriptions, the inspector will include the quantities and stations of installed items.
- 2 Complete "Installed Item Certification" portion of Form DT-1716 and submit it each estimate period, as directed by the TDOT Project Supervisor. This form will be signed to certify that the items installed during that estimate period met all applicable specifications.
- 3 Complete and attach Form DT-1716A to DT-1716 and submit it each estimate period, as directed by the TDOT Project Supervisor. This form will be used to summarize, by project number, the utility items installed during that estimate period. The TDOT inspector shall sign Form DT-1716A after ensuring it is consistent with the utility diaries and daily project diaries. The completed Form DT-1716A shall be referenced in the progress pay quantity documentation.
- 4 Complete "Final Acceptance of Work" portion of Form DT-1716 and submit it to the TDOT Project Supervisor's office when the utility relocation work is complete.

PROJECT UTILITY DIARY

UTILITY COMPANY

RECORDED BY: _____

CONTRACT NO: _____

UTILITY CONTRACT NO.

PROJECT ENGINEER

PROJECT NO:

UTILITY REPRESENTATIVE:

REF. NO: _____

DATE: _____
(For Work Order Reimbursable Projects)

LABOR

[illegible]

LABOR USED TO RESTORE RECOVERED MATERIAL TO
SUITABLE CONDITION FOR REUSE SHOULD BE INCLUDED
ON THIS REPORT.

MATERIALS USED

[illegible]

MATERIALS REMOVED

[illegible]

IF BOTH PARTIES AGREE THAT MATERIAL IS NOT SALVAGEABLE, A CHECK IS TO BE ENTERED IN THE U.S. COLUMN

TRANSPORTATION AND EQUIPMENT

[illegible]

Distribution of copies:

White: Reg. Eng.

White: Reg. Eng.
Yellow: Utility Co.

Pink: Field

DT-0667

Rev. 4-90

UTILITY ITEM CERTIFICATION/FINAL ACCEPTANCE

Contract Number: _____ **Utility Company:** _____

Project Number(s): _____ **Utility Inspector:** _____

Print

County(ies): _____

Instructions: Please check appropriate box (or boxes) and fill out required information. For **Installed Item Certification**, attach **Summary of Installed Utility Items** sheet(s) for each project number and submit each estimate period as directed by the TDOT Project Supervisor.

☐ **Installed Item Certification**

On behalf of the above utility company, I certify that the materials used for the item(s) listed on the following page(s) meet and were installed in accordance with all applicable specifications. Any pertinent shop drawings or engineering changes have been approved.

Estimate Period: _____ **to** _____

Utility Inspector Signature

Date

☐ **Final Acceptance of Work**

I certify that the utility relocation work is complete and is accepted by the above utility company.

Utility Inspector Signature

Date

SUMMARY OF INSTALLED UTILITY ITEMS

Contract Number: _____ **Utility Company:** _____

Project Number: _____ **Utility Inspector:** _____

Print

County: _____

Estimate Period: _____ to _____

[illegible]

Page _____ of _____



Project No: 94004-3234-04
 County: Williamson
 Date: February 5, 2026

****Submittal and completion of this form is required for consideration of reimbursement on this project.****

Primary Contact: Patricia McNeese
E-mail: patricia.mcneese@franklin.tn.gov **Phone:** (615) 794-4554
Secondary Contact:
E-mail: **Phone:**
Utility Name: City of Franklin
Address: 124 Lumber Drive
City, State: Franklin, TN **Zip:** 37064

Percent On Private: 78% Private ROW - #Poles / Length of facility: 217
 Percent On Public: 22% Public ROW - #Poles / Length of facility: 62
 Total Percentage: 100% Total #Poles / Length of facility: 279 ✓

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? ☒ Y

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

NO COST / NO REIMBURSEMENT (STOP HERE, REMAINDER OF FORM IS NOT REQUIRED) ☐

CHAPTER 86

REIMBURSEMENT MOVE PRIOR ☐
REQUESTED MOVE IN State Contract ☒ X
 (Please check ONE) Move Again ☐

NON-CHAPTER 86

% Private / Public Relocation ☐
 % Private / Public MOVE IN State Contract ☐
 Utility Replacement Easement Reimbursement ☐

ENGINEERING

Description	Amount
Pre-Construction	\$ 50,000.00
Construction	\$ -
Construction Inspection Private	\$ -
Construction Inspection Public	\$ -
Reimbursable Expenses	\$ 3,000.00
ENGINEERING COST:	\$ 53,000.00 ✓

CONSTRUCTION (LABOR & MATERIAL)

Description	Amount
Installation Labor	\$ 941,305.00
Installation Materials	\$ 1,046,480.00
Removal Labor	\$ -
Site Costs	\$ -
Material Provided to State	\$ -
Salvage Materials	\$ -
Non-Usable Materials	\$ -
ESTIMATED CONSTRUCTION COST:	\$ 1,987,785.00 ✓

BETTERMENT

Description	Amount
Installation Labor	\$ -
Installation Materials	\$ -
ESTIMATED UTILITY BETTERMENT COST:	\$ -
ESTIMATED REPLACEMENT EASEMENT COST:	\$ -
If cost is listed above, separate Easement Contract is needed	
ESTIMATED TOTAL CONSTRUCTION COST:	\$ 2,040,785.00 ✓

TDOT USE ONLY

RG Approval and Date: Sean McDonough 02/05/2026
Consult Appr. Date: / /
Amount Approved: \$ -
HQ Approval and Date: 2.6.25
CH86 ☒ Y / ☐ N **PIN#:** 124873.00
LET: / / **Contract #:** 9603
Easement Contract #

UTILITY REIMBURSEMENT

CHAPTER 86 MOVE-IN CONTRACT: \$ 53,000.00 ✓
CHAPTER 86 MOVE PRIOR: \$ -
NON-CHAPTER 86 MOVE-IN CONTRACT: \$ -
NON-CHAPTER 86 % PUBLIC/PRIVATE: \$ -

Does Estimate Exceed \$2.5M Cap? - N
 Does Estimate Require 75% Cap? - N

UTILITY DEPOSIT (IF APPLICABLE)

RELOCATION EXCEEDS \$2.5M CAP: \$0.00
AMOUNT OVER 75% REIMBURSEMENT: \$0.00
ESTIMATED UTILITY BETTERMENT COST: \$0.00
NON-CHAPTER 86 MOVE-IN CONST COST: \$0.00
TOTAL UTILITY DEPOSIT: \$0.00

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.



Williamson - 124873.00 - COF Sewer

ESTIMATE OF ENGINEERING COST

TDOT Project Number(s):	PIN 124873.00 94004-3234-04	County(ies):	Williamson
Utility Name & Address:		Consultant Name & Address:	
City of Franklin		Gresham Smith	
124 Lumber Drive		222 2nd Ave S. Suite 1400	
Franklin, TN	37064	Nashville, TN	37201

CONSULTANT ENGINEERING ESTIMATE

Place an "X" in the appropriate box: ☐ Standard Contract ☒ Continuing Contract (attach copy of Contract for TDOT verification)

I. ENGINEERING SERVICES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
Classification	Rate/Hr	Hours	Total	Hours	Total	Hours	Total
Principal	\$ 280.00	20	\$ 5,600.00		\$ -		\$ -
Project Manager	\$ 220.00	60	\$ 13,200.00		\$ -		\$ -
Design Engineer	\$ 235.00	12	\$ 2,820.00		\$ -		\$ -
Designer / Senior Designer	\$ 155.00	177	\$ 27,435.00		\$ -		\$ -
Technician / Draftsperson			\$ -		\$ -		\$ -
Administrative	\$ 135.00	7	\$ 945.00		\$ -		\$ -
Field Inspector	\$ 150.00	0	\$ -		\$ -		\$ -
Licensed Surveyor			\$ -		\$ -		\$ -
Rod Person			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
Total Engineering Services		276	\$ 50,000.00 ✓	0	\$ -	0	\$ -
II. REIMBURSABLE EXPENSES							
Cost/Unit		Quantity	Total	Quantity	Total	Quantity	Total
Transportation / Mile:	\$ 0.670	X	\$ -		\$ -		\$ -
Meals / Day:		X	\$ -		\$ -		\$ -
Lodging / Day:		X	\$ -		\$ -		\$ -
Printing / Shipping:							
Other (Specify):	Allowance for Easement Documents		\$ 3,000.00				
Other (Specify):							
Total Reimbursable Expenses			\$ 3,000.00 ✓		\$ -		\$ -
III. INDIRECT / OVERHEAD EXPENSES							
Indirect/Overhead Rate (not to exceed 145%):		125.00%	\$ -	125.00%	\$ -	125.00%	\$ -
IV. PROFIT: (2.35x(1,2,3)x ALLOWABLE RATE)							
Allowable Rate (Maximum of 13%):		10.00%	\$ -	10.00%	\$ -	10.00%	\$ -

(Expenses for Sections III and IV only apply to Consultant Engineering Services without a Continuing Contract agreement with the Utility)

TOTAL ENGINEERING / SURVEY COST:	INSPECTION (Standard)	INSPECTION (Continuing)
Standard Consultant: (I+II+III+IV) =	Private: \$ -	Private: \$ -
Continuing Contract: (I+II) =	Public: \$ -	Public: \$ -
	TOTAL COST (Engineering and Inspection)	
	Standard Consultant: \$ -	
	Continuing Contract: \$ 53,000.00 ✓	

APPROVED

By Sean McDonough at 3:03 pm, Feb 05, 2026

IN-HOUSE ENGINEERING ESTIMATE

I. ENGINEERING SERVICES		PRE-CONSTRUCTION		CONSTRUCTION		CONSTRUCTION INSPECTION	
Classification	Rate/Hr	Hours	Total	Hours	Total	Hours	Total
Project Manager			\$ -		\$ -		\$ -
Engineer			\$ -		\$ -		\$ -
Draftsperson			\$ -		\$ -		\$ -
Administrative			\$ -		\$ -		\$ -
Field Inspector			\$ -		\$ -		\$ -
Licensed Surveyor			\$ -		\$ -		\$ -
Rod Person			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
Total Engineering Services		0	\$ -	0	\$ -	0	\$ -
II. REIMBURSABLE EXPENSES							
Cost/Unit		Quantity	Total	Quantity	Total	Quantity	Total
Transportation / Mile:		X	\$ -		\$ -		\$ -
Meals / Day:		X	\$ -		\$ -		\$ -
Lodging / Day:		X	\$ -		\$ -		\$ -
Printing / Shipping:							
Other (Specify):							
Other (Specify):							
Total Reimbursable Expenses			\$ -		\$ -		\$ -
III. INDIRECT / OVERHEAD EXPENSES							
Indirect/Overhead Rate (not to exceed 145%):		0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
TOTAL ENGINEERING COST:						TOTAL INSPECTION COST:	
			\$ -		\$ -	Private: \$ -	
						Public: \$ -	

INSTALLATION LABOR AND MATERIALS; BETTERMENT; MATERIALS PROVIDED TO THE STATE

EQUIPMENT COST INCLUDED WITH INSTALLATION COST ■

[illegible]**REMOVAL LABOR; SALVAGE AND NON-USABLE (JUNKED) MATERIALS**[illegible]

SITE COSTS

(Move Prior Only)	
Clearing & Grubbing:	
Traffic Control:	
Erosion Control:	
TOTAL SITE COST	\$ -

(To Page 4.1; F47)

Replacement Easement Acquisition Expenses

(To Page 4.1; F61)

(To Page 4.1; F61)

INSPECTION COSTS (PUBLIC)

	\$	-
--	----	---

INSPECTION COSTS (PRIVATE)

	\$ -
--	------

☒ YES - the utility will seek reimbursement of eligible inspection expenses (PRIVATE) incurred in accordance with TCA 54-5-804 (a)(3)

☐ NO - the utility will not seek reimbursement of eligible inspection expenses (PRIVATE) incurred in accordance with TCA 54-5-804 (a)(3)



Chapter 86 Certification

In accordance with Tennessee Department of Transportation policy number 340-07, the following information is provided with regards to required compliance documentation for utility relocation reimbursement in accordance with TCA 54-5-804 and TCA 54-5-854.

PROJECT #/S: 94004-3234-04 COUNTY/S: Williamson
FEDERAL: PIN 124873.00 PIN:

1. The utility is seeking reimbursement under provisions of TCA 54-5-804 as amended by Public Acts 2003, Chapter number 86.
2. To the best of my knowledge the utility is in compliance with TCA § 54-5-804(a)(1) and this policy in that the utility has returned its relocation plan, schedule, and cost estimate to the Department within 120 days after receipt of the Department's project plans, or within such additional time as may be allowed in accordance with TCA § 54-5-854(b).
3. To the best of my knowledge the utility is in compliance with TCA 54-5-804(b) in that the utility has a valid permit to locate its utility facility on the public highway right-of-way.

4. The utility is eligible for reimbursement in accordance with the Limitation provisions of the TDOT Policy 340-07 in that it is:

Municipally Owned ☒ Utility District ☐ Utility Cooperative ☐

5. The utility is considered to be a specific utility category listed in accordance with the Limitation provisions of the TDOT Policy 340-07:

- ☐ Water
☒ Waste Water
☐ Gas ☐ Distribution ☐ Transmission
☐ Electric ☐ Distribution ☐ Transmission
☐ Communication ☐ CATV ☐ Phone ☐ Fiberoptic ☐ Broadband
☐ Street Lighting
☐ Other

Signature indicates this individual has the legal authority to sign contracts and agreements to obligate the utility.

Signature: *Eric S. Stuckey*
Print Name: Eric S. Stuckey
Title: City Administrator
Utility Name: City of Franklin
Utility Address: 124 Lumber Drive
City, State, Zip: Franklin, TN 37064
Phone Number: (615) 794-4554
Fax Number:
Email Address:

Date: 11-18-2025



Declaration of Scheduled Calendar Days

Project Number: 94004-2234-04

Date: _____

Description: East Main Street Bridge Over Harpeth River - Sewer Relocation

County: Williamson

Utility Name: City of Franklin

Address: 124 Lumber Drive

City, State: Franklin, TN

Zip Code: 37064

Phone Number: (615) 794-4554

Fax Number: _____

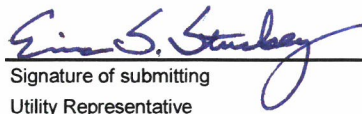
Type of Facilities: ☐ Water ☐ Sewer ☐ Gas ☐ Telephone ☐ Electric
☐ CATV ☐ Fiberoptic ☐ Other

Required Period services cannot be interrupted: _____

All estimated days should be expressed in "Calendar" days to complete installation, relocation or adjustment of the utility facilities on the above referenced project. The utility can as an option submit an "On or Before" date all work will be completed. In accordance with provisions set forth in TCA 54-5-854.

Task	Days to Complete	Special Conditions
Stock Pile Material (Including ordering material)	90	
Mobilize Work Force (including Bidding process if Required)	30	
Complete Relocation	240	
Total Days To Complete	360	

Special Conditions:


Signature of submitting
Utility Representative

8-21-25
Date


Signature of submitting
State Representative

02-05-2026
Date

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.



Buy America

Rev. 12-23-2013

The Tennessee Department of Transportation (TDOT) in compliance with Federal Highway Administration (FHWA) directive **Effective February 29, 2016**

All utility and railroad relocation construction must comply with
23 U.S.C. 313 and 23 CFR 635.410 **Buy America requirements**

All Utility / Railroad invoices submitted to TDOT for Payment
MUST ATTACH THIS CERTIFICATION.

Utility / Railroad Name

Street Address

City

State

Zip

Certification: All products used in the relocation construction and identified in the attached invoice that are manufactured of steel or iron for permanent installation meet or exceed the requirements set forth in 23 USC 313 and 23 CFR 635.410 Buy America requirements.

Certification documentation is available for review that includes but is not limited to, if available, the Mill Test Report (MTR) for ALL steel products that have the certification statement (or similar) that the steel/iron was "melted and manufactured in the United States." All manufacturing processes and coatings applied thereon have occurred in the United States.

Per the Utility / Railroad Relocation Contract:

The Utility / Railroad agrees to comply with all current, applicable provisions of 23 CFR 645A / 23 CFR 140 and 23 CFR 646.

The Utility acknowledges possession of 23 CFR 645A / The Railroad acknowledges possession of 23 CFR 140 and 23 CFR 646.

The Utility / Railroad is subject to audit for a period of three (3) full years after final payment has been received.

The Utility / Railroad shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility / Railroad agrees that remedies for non-compliance are set out in the applicable regulations and the Contract.

I have reviewed the material provided herein and attached and hereby certify ALL material on the attached invoice is in compliance with Buy America requirements.

Signature of representative Authorized for financial obligations

Title

Date

STATE**OF****TENNESSEE**

(Rev. 6-20-11)

January 1, 2021

SPECIAL PROVISION**REGARDING****BUY AMERICA REQUIREMENTS**

All manufacturing processes for iron and steel products, and coatings applied thereon, used in this project shall occur in the United States except that if the proposal has bid items for furnishing domestic and foreign iron and steel, the bidder will have the option of (1) submitting a bid for furnishing domestic iron and steel, or (2) submitting a bid for furnishing domestic iron and steel and a bid for furnishing foreign iron and steel. If option (2) is chosen, the bid will be tabulated on the basis of (a) the total bid price using the bid price for furnishing domestic iron and steel and, (b) the total bid price using the bid price for furnishing foreign iron and steel.

For the total bid based on furnishing foreign iron and steel to be considered for award, the lowest total bid based on furnishing domestic iron and steel must exceed the lowest total bid based on furnishing foreign iron and steel by more than 25 percent. The 25 percent differential applies to the total bid for the entire project, not just the bid prices for the steel or iron products.

Iron and steel products are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed from iron and steel made in the United States. Iron products are included, however, pig iron and processed, pelletized, and reduced iron ore may be purchased outside the United States.

Manufacturing begins with initial melting and continues through the coating stage. Any process which modifies chemical content, physical size or shape, or the final finish is considered a manufacturing process. Coatings include epoxy, galvanizing, painting or any other surface protection that enhances the value and/or durability of a material.

The contractor shall provide a certification to the Engineer with each shipment of iron and steel products to the project site that the manufacturing processes for the iron and steel products occurred in the United States. No steel shall be placed until the contractor ensures the requirements of this Special Provision are met.

The above requirements do not prevent a minimal use of foreign materials, if the cost of such materials used does not exceed 0.1 percent of the total contract cost or \$2,500.00, whichever is greater. If steel not meeting the requirements of this Special Provision is used, the contractor shall provide a written statement to the Department prior to its use indicating where the steel will be incorporated in the work,

the value of the steel, the percentage of the contract amount, and the appropriate invoices shall be submitted as documentation.

The contractor shall be responsible for all cost associated with any steel that is permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.

STATE**OF****TENNESSEE**

December 12, 2022

January 1, 2021

SPECIAL PROVISION**REGARDING****BUILD AMERICA, BUY AMERICA ACT
REQUIREMENTS**

The Build America, Buy America Act (BABA) Public Law No. 117-58 SEC. 70914 that all of the iron, steel, manufactured products, and construction materials used are subject to Build America, Buy America requirements and are produced in the United States.

- A. Iron and steel: FHWA existing requirements SP106A Regarding Buy America.
- B. Manufactured products: FHWA Buy America Final Rule 11/25/1983, 48 FR 53099; Waiver for Manufactured Products.
- C. Construction materials includes an article, material, or supply that is or consists primarily of:
 - non-ferrous metals;
 - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - glass (including optic glass);
 - Lumber; or
 - drywall.

Construction materials that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

Consider “all manufacturing processes” for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material.

Provide certifications to the Engineer for the construction materials that they meet the Build America Buy America Act requirements. Assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the project.

The contractor shall be responsible for all cost associated with any of the construction materials that are permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.



File #: 26-0309

DATE: 3/26/2026
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Jerry Hatcher, Director of Streets

SUBJECT:

Consideration Of COF Contract No. 2026-0134, With Civil-Link, LLC For Roadway Pavement Condition Assessment In The Amount Of \$92,000

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract 2026-0134.

BACKGROUND/STAFF COMMENTS:

City staff is requesting approval of a Professional Services Agreement (PSA) with Civil-Link, LLC to perform a comprehensive pavement condition assessment of all City-maintained roadways. Under this agreement, Civil-Link will video, evaluate, and rate the full roadway network, providing an updated condition index for each street segment. The assessment will also include recommendations for pavement preservation, rehabilitation, and treatment strategies to support long-term maintenance planning.

Civil-Link completed the City's previous pavement condition assessment three years ago. The new evaluation will allow staff to compare current conditions with the prior dataset, identify trends in pavement performance, and refine the City's multi-year Maintenance and Improvements Plan. The scope also includes access to Civil-Link's online portal for video hosting, data management, and planning tools for a three-year period.

This work will help the City prioritize investments, maximize the effectiveness of annual resurfacing funds, and develop a more data-driven approach to roadway maintenance across both major thoroughfares and local streets.

FINANCIAL IMPACT:

The total cost associated with this PSA is \$92,000.00. This PSA will be paid for by funds in the Streets Department budget.

RECOMMENDATION:

Staff recommends that COF Contract No. 2026-0134 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
FOR ROADWAY PAVEMENT CONDITION ASSESSMENT
COF Contract No. 2026-0134**

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

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

ROADWAY PAVEMENT CONDITION ASSESSMENT

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services and /or construction engineering and inspection services, and/or survey services/ and or appraisal services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of Ninety-Two Thousand and 00/100 Dollars (\$92,000.00).

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

- 3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.

- 3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

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

- 4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.

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

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

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

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

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall

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

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

- 5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.
- 5.2 ENVIRONMENTAL RESPONSIBILITY.
Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

- 6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military

authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

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

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

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.

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

ARTICLE 9. PAYMENT.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.
- 10.5 IRAN DIVESTMENT ACT By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.
- 10.6 NON-BOYCOTT OF ISRAEL Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and

supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

CIVIL LINK, LLC

CITY OF FRANKLIN, TENNESSEE

BY: _____

BY: _____

Print Name: _____

Dr. Ken Moore

Title: _____

Mayor

Date: _____

Date: _____

Approved as to Form:

William E. Squires
Deputy City Attorney



November 21, 2025

Mr. Jerry Hatcher, P.E.
Assistant Director, Streets Dept.
City of Franklin
124 Lumber Drive
Franklin, TN 37064

REFERENCE: ROADWAY MAINTENANCE IMPROVEMENTS PLAN (MIP) PROGRAM
DEVELOPMENT
FRANKLIN, TENNESSEE

Dear Mr. Hatcher:

Civil-Link, LLC (*hereafter "CL"*), located at 5779 Getwell Road Bldg. B, Southaven, MS 38672, is pleased to have the opportunity to submit this Letter Agreement to Franklin (*hereafter "City"*) in order to provide services related to the above referenced project. CL will coordinate with the Street Department staff to video and rate all City streets in order to estimate the roadway maintenance schematic level needs over the next 5 to 10 year period. In addition, CL will provide a list of alternative pavement preservation and treatment practices that could be utilized to maximize the efficiency of yearly maintenance investments by the City in the local roadway network. CL will assist the City in the development of projected long-term costs based on the schematic level maintenance needs and will compile this information as part of a Maintenance and Improvements Plan that will serve as a basis for the development and facilitation of a future maintenance program for all City roadways. The program will be separated into major thoroughfares and local streets for budgeting and maintenance purposes. The program implementation and the construction engineering/management required are not part of this Agreement and, if necessary, shall be made part of future services as part of a new or amended agreement.

We propose to provide these services as defined for the Roadway Network Evaluation and Maintenance Improvements Plan (MIP) for a total fixed fee not to exceed \$92,000 which includes CL providing access to its online web portal for video and data hosting and planning for three years. The City will be billed per month based on the percentage or hourly work completed. All work will be performed in accordance with our General Terms and Conditions attached as Exhibit A. A more detailed breakdown of the Scope of Services to be provided by CL as part of this Agreement is attached as Exhibit B.

This Letter Agreement, consisting of two pages; Exhibit A consisting of one page; Exhibit B, consisting of three pages; and Exhibit C, consisting of one page, constitute the entire Agreement between the City

and CL and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

Sincerely,
CIVIL-LINK, LLC

Chase Dabbs

Chase Dabbs, PE
Project Engineer

Attachment: *Exhibit A – General Terms and Conditions*
 Exhibit B – Scope of Services
 Exhibit C – Hourly Rate Schedule

ACCEPTED: FRANKLIN, TENNESSEE

By: _____

Title: _____

Date: _____

Witnessed: _____



Exhibit B

Scope of Services

I. Services related to the Roadway Maintenance and Improvements Plan:

A. Roadway Network Condition Evaluation, Attribute Collection & Mapping

CL will work to complete a GIS based roadway network condition evaluation for all City-maintained roadways. The survey will be based on roadway centerline GIS data provided by the City. Roadway attribute data will be collected during this phase that can be used to inform cost estimates developed in the Maintenance and Improvements Planning phase as well as the web application. Roadway condition ratings will be collected in segments of 60 feet to 120 feet using the PASER scale appropriate for the road surface type. Video will be collected of every road rated during the field survey and can be loaded into the web application video tool and viewed by clicking the road linework at any position. The results of the field survey and attribute collection will be processed, validated, checked and reviewed for quality assurance. Two meetings are proposed for this task. A pre-survey meeting will be set to review the process, confirm roads, discuss items of special consideration or other topics. A second meeting will be set to review the field survey results, smoothed ratings, boundaries and classifications, and to mark the start of the planning phase.

- CL will use road network centerline data provided by the City and will confirm survey linework with the City prior to beginning the field survey.
- Custom Road Network Condition Evaluation:
 - Video of existing streets.
 - PASER rating in 60-120 ft segments.
 - Survey of outside lanes, in both directions, on roadways with 4 lanes or more.
- GIS linework of the roadway network showing roadway condition rating.
- Per road assignment of the following attributes based on City records and aerial imagery:
 - Lane Count
 - Lane Width
 - Striping Presence
 - Turn Lane Presence
 - Bike Lane Presence
 - Surface Material
 - Curb and Gutter Presence
 - Cove Presence
 - Functional Classification
- One review meeting between CL and the City to report results and initial assessment of the existing roadway network.

The fee is based on an estimated 400 road miles, and covers the cost of attribute data collection, road rating, video assessment, data processing, quality assurance and control, and two meetings.

B. Maintenance and Improvements Planning

A Roadway Maintenance & Improvements Plan (MIP) is intended to serve as the basis for a multi-year strategy to maintain and improve existing roadways. The MIP is used to identify the types of problems that should be addressed in the existing roadway system to meet its long-term goals. The MIP will provide alternative maintenance, treatment and improvement options aimed at specifically addressing the needs of the City's roadway network. The MIP will also provide planning-level cost information that can be utilized by the City to develop a long-term maintenance program and related finance program.

The MIP will be developed using industry best-practices along with information about the City's methods and available options. The City will be involved in determining appropriate treatment choices for plan development. Once a set of treatment choices is settled upon, CL will then work to gather average local prices of those options in order to best represent expected actual pricing (average prices may vary depending on factors such as availability, contractor competition, distance from material sources, etc). CL will then apply the accepted treatment choices to the appropriate road ratings to develop planning-level cost estimates.

Using the general life expectancy of treatments along with the gathered costs, CL will develop a multi-year budget scenario in which every mile of road can be brought up to what may be considered a 'maintenance' level of quality over the course of several years. This 'best-case' scenario will then be discussed and reviewed with the City to determine feasibility. In-order to develop a plan that the City can work to achieve and feasibly implement, CL will help develop a budget scenario that aligns with the City's expected budget numbers while still working toward the City's overall goals developed during the planning process.

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

- Develop and present general options for alternative pavements treatment methods that may be utilized in addition to bituminous overlays in order to preserve/improve existing roadways.
- City to provide current contractor pricing for relevant treatment methods and related road work activities.
- Assist the City in development of program goals and associated term (timeframe) for implementation.
- Development of planning level yearly and total program costs based on potential program terms and related considerations.
- Breakdown of treatment options applicable to type of road: Residential Streets, Major Thoroughfares, etc.
- CL will use municipal boundary data, such as Wards or City Limits, provided by the City to inform the linework reporting and map creation processes.
- The road linework dataset with ratings and attributes as well as the generated MIP data belong to the City and will be provided with the information CL develops under this contract. The City can also choose to house this information within CL's GIS systems for hosting and future data maintenance purposes.
- The MIP does not include field verified lane counts or lane widths, engineering design or final design level cost estimates for individual projects. A yearly breakdown of specific projects to be included over the term of the MIP will not be provided as a part of this phase of the project.
- A draft review meeting will be held near the end of this phase.
- A final meeting or presentation will be held to deliver the final report and results.

C. Web Application Annual Subscription

For a three-year period, CL shall provide the City with access to its online portal which has custom programs and tools specific to CL's road survey data and methods. This portal provides tools that will allow viewing of the road ratings and road video data collected as part of this Agreement or as part of future services. Through this portal, the City will have access to the previous 2019 & 2023 survey video as well as the video collected as part of this project. The portal also has a planning tool that will be loaded with the data developed during this project. The planning tool provides a way to keep cost estimates updated as bid prices change, to compare treatment choices, and to create yearly road work lists with quantities and estimates to help with bid tabulations. The city has the option to purchase access to this portal for one year at the normal rate, renewable yearly, or for a three year term at a discount.

D. Services Not Included: Technical Support and MIP Implementation Consulting

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

II. Proposed Schedule of Services:

Task	Due Date
A. Roadway Network Evaluation & Mapping:	60 Days from NTP
B. Maintenance Improvements Plan	120 Days from NTP

EXHIBIT C
CIVIL-LINK
HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

POSITION	LABOR RATES
Executive/Principal	\$250.00
Engineering Manager/ Sr. Traffic Signal Engineer	\$215.00
Sr. Project Engineer / Sr. Project Manager	\$155.00
Sr. Traffic Technician	\$130.00
Project Engineer / Project Manager	\$130.00
Design Engineer / Sr. Designer / Sr. Engineering Technician / Sr. Inspector *	\$120.00
Survey Manager	\$115.00
Professional Land Surveyor	\$110.00
Designer / Engineering Technician / Inspector *	\$105.00
Engineer Intern	\$105.00
CADD Technician *	\$95.00
Graduate Engineer	\$95.00
Sr. Administrative *	\$75.00
General Labor *	\$60.00
Administrative *	\$50.00
GPS Survey Party *	\$115.00
Two-Member Survey Party *	\$135.00
Three-Member Survey Party *	\$150.00

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

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	\$0.52/mile
UTV / ATV	\$20.00/hour

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.



City of Franklin

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

File #: 26-0353

DATE: 3/26/2026
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Capital Projects Dashboard And Status Updates For March 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: <https://apps.franklintn.gov/active-projects/>

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

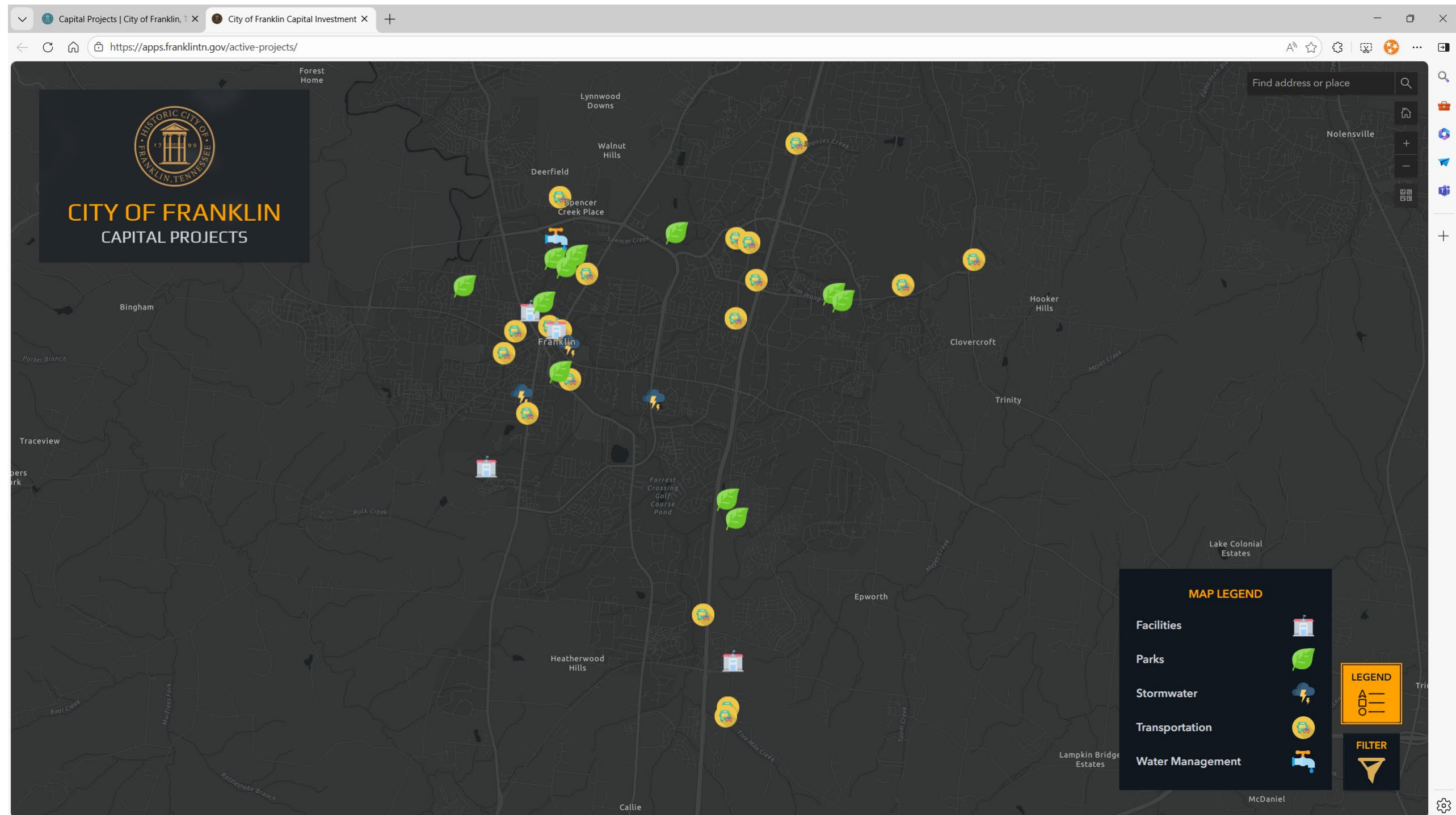


Image Captured from City of Franklin Website on 03/19/2026

Go to www.franklintn.gov >> Hover over “Our City” >> Click on “City Projects” >> Click on “[Capital Projects Dashboard](#)”

OR

Go to www.franklintn.gov >> Hover over “Business” >> Click on “City Projects” >> Click on “[Capital Projects Dashboard](#)”