



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

**REGION 3 TRAFFIC OFFICE
6603 CENTENNIAL BOULEVARD
NASHVILLE, TENNESSEE 37243-0360
(615) 350-4189**

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

October 27, 2015

City of Franklin
P.O. Box 305
Franklin, TN 37065

Re: Grading Permit
SR 397 [LM 7.0]
Franklin, Williamson Co.

Dear Mr. or Mrs.:

As requested enclosed are the necessary permit forms, a surety bond form, and a copy of the regulations which must be followed in order to work on state right of way in conformance with Departmental standards.

Please have both copies signed by the property owner and forward them, the bond and a certificate of liability insurance, to this office within thirty (30) days. If you do not respond within thirty days we will assume that you do not wish to proceed, and your application will be discarded. Any future attempt to obtain a permit for this location would then require a new application.

Your application is still in the processing stage. Once we receive the documentation listed above, we will mail you a copy of the fully executed permit signed by Department representatives. Construction may not begin until you receive this fully executed permit.

If I can be of further assistance please let me know.

Sincerely,

A handwritten signature in cursive script, reading "Phillip R. Trammel".

Phillip R. Trammel, P.E.
Regional Traffic Engineer

Tennessee
Department of Transportation
Region III Traffic Office
Transportation Management Center
6603 Centennial Blvd., 2nd Floor
Nashville, TN 37243-0360
(615) 350-4330 or (615) 350-4332

GRADING PERMIT

In order to assure that construction on State right of-way is to be performed properly and that the State will be protected from liability the following requirements must be met:

1. Permit forms:

Both copies of the permit must be **signed** by the **property owner or a legal representative of the corporation which owns the property. Do not fill in any other blanks on permit form.**

2. Insurance:

Either the property owner or the contractor shall carry general liability insurance with an insurer and in a form acceptable to the State. Proof of said insurance shall be furnished to the State in the form of an insurance certificate indicating coverage which shall match the exposure of the State to claims for negligence as set forth in Tenn. Code Ann. Section 9-8-307 as it may be from time to time amended and construed. Said limits are currently **three hundred thousand dollars (\$300,000.00) per person and one million dollars (\$1,000,000.00) for each occurrence. Certificate holder must be: State of Tennessee, Department of Transportation. Such insurance shall remain in full force and effect from the beginning of construction on the right of way until such construction has been completed and approved, in writing, by the Tennessee Department of Transportation. Please specify permittee's name (property owner), and identify the location (State Route, and county) covered by this certificate of insurance. If this information is not provided the permit process may be delayed.**

3. Bond: NA

Please direct correspondence concerning this permit to the above address.

**TENNESSEE DEPARTMENT OF TRANSPORTATION
PERMIT TO STATE AGENCY OR LOCAL GOVERNMENT
FOR PROJECT WITHIN HIGHWAY RIGHT-OF-WAY**

The State of Tennessee, Tennessee Department of Transportation (“TDOT”), hereby grants this special permit for the use of State property under the following terms and conditions:

PERMITTEE:

City of Franklin
P.O. Box 305
Franklin, TN 37065

AUTHORIZED USE:

Remove 50’ of control access fence. Install 43’ of 18” RCP with D-SEW 1A end walls. Construct entrance 24’ wide to TDOT standards and specifications per drawing received October 12, 2015. At completion of water treatment facility, scarify and obliterate entrance. Replace control access fence in kind. Reseed or sod area.

LOCATION OF PREMISES:

SR 397 LM 7.0
Williamson Co.

EFFECTIVE DATES OF PERMIT:

STANDARD TERMS AND CONDITIONS

1. PERMITTEE shall assume all liability for third party claims for damages arising from its use of the Premises. *to the extent permitted by law.*
2. Prior to commencing the work authorized herein, PERMITTEE shall obtain any other permits or approvals required by federal, state or local laws, and shall notify any utility company affected by this project. PERMITTEE shall be financially responsible for any relocation or replacement of such utilities.

3. Prior to commencing the work authorized herein, PERMITTEE shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101 et seq. are met.
4. Access to the Premises shall only be at those points that have been previously approved by TDOT. Equipment and vehicles shall be confined to unpaved portions of the Premises.
5. A. PERMITTEE shall not cut any tree or similar vegetation that has a trunk over four inches in diameter.

B. PERMITTEE shall not cut any flowering trees regardless of size.
6. All work on the premises shall be performed in compliance with current TDOT Standard Specifications for Road and Bridge Construction and TDOT Standard Drawings, in addition to applicable federal, state and local law and regulations.
7. PERMITTEE must obtain prior, written approval from TDOT before deviating from the scope of the project or the manner of its construction as described in this permit, including Attachment A.
8. At no time will work authorized by this permit interfere with the normal flow of traffic on roadways adjoining the Premises. PERMITTEE is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order PERMITTEE to stop work until proper traffic control is put in place.
9. While the project is underway, TDOT may conduct inspections to insure compliance with this Permit. Upon completion of the project, PERMITTEE

shall notify TDOT so that the project may be inspected and approved by TDOT.

10. PERMITTEE shall be liable for any damage to state property resulting from the subject work, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
11. PERMITTEE shall keep all debris, soil, refuse or waste of any kind associated with the project from accumulating within the highway right-of-way.
12. PERMITTEE does hereby covenant and agree that in the event the Permit is for the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal-Aid Highway Program, the PERMITTEE shall comply with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
13. Nothing in this Permit shall be construed to limit TDOT's right to enter the Premises at any time.
14. If the PERMITTEE fails to comply with any of the foregoing conditions, TDOT shall have the right to revoke this permit, and require the immediate vacation of the Premises by the PERMITTEE. In the event of revocation, PERMITTEE must restore the Premises to its original condition. If PERMITTEE fails to do

so within a reasonable time after revocation, TDOT may restore the Premises at the expense of the PERMITTEE.

15. This permit is non-transferable.

16. This permit shall not be construed as a conveyance of any interest in real property.

17. All notices required to be given to TDOT under this Permit shall be sent to:

Johnny Englett
6603 Centennial Blvd.
Nashville, TN 37243
615-350-4338

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this agreement.

**STATE OF TENNESSEE
TENNESSEE DEPARTMENT OF TRANSPORTATION**

BY: _____
REGIONAL ENGINEERING DIRECTOR DATE

APPROVED AS TO FORM:

REGIONAL ATTORNEY DATE

PERMITTEE:
City of Franklin

BY: _____ DATE _____

TITLE: _____

CONTRACTOR:

BY: _____ DATE _____

(to be signed only when bond and/or certificate of general liability insurance is furnished by Contractor) By signing this Permit, Contractor agrees to be bound by the terms and conditions herein.

TITLE: _____

Approved as to form:

Tiffany M. Pope, Staff Attorney

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER Phone: _____ Fax: _____ Insurance Company Address	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Property Owner (Permittee) OR Contractor Mailing Address	INSURERS AFFORDING COVERAGE	NAIC#
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			For the duration of the Permit	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ 300,000 GENERAL AGGREGATE \$ _____ PRODUCTS - COMPTOP AGG \$ _____
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NONOWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN AUTO ONLY: EA ACC \$ _____ AGG \$ _____
A	EXCESS UMBRELLA <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____ \$ _____
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ _____ EL DISEASE - EA EMPLOYEE \$ _____ EL DISEASE - POLICY LIMIT \$ _____
A	OTHER				Limit: _____ Ded: _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Permittee (Name)

Permit Location (State Route, City, County)

EXAMPLE ONLY

CERTIFICATE HOLDER State of Tennessee (Dept of Transportation) Region 3 - Traffic Office 6603 Centennial Boulevard Nashville, TN 37243-0360	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"><i>Christi Reese</i></div>
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