

**MTEMC RELOCATION AGREEMENT  
FOR CITY OF FRANKLIN SR-96 W Greenway**

**Contract No.: 15172598**  
(COF Contract No. 2019-0166)

THIS AGREEMENT is made and entered into on this the 12<sup>th</sup> day of June, 2019, by and between the City of Franklin, Tennessee ("City") and Middle Tennessee Electric Membership Corporation ("MTEMC").

**WITNESSETH:**

**WHEREAS**, the City plans to construct a Greenway project on SR-96 W, Franklin, Tennessee (the "Project"), as shown on construction plans prepared by Middle Tennessee Electric Membership Corp. (attached hereto as Exhibit A); and

**WHEREAS**, the Electric Facilities must be relocated to accommodate the Project; and

**WHEREAS**, pursuant to the Project, 81.8% percent of the Electric Facilities is located on public highway right-of-way and 18.2% percent of which is located on private utility right-of-way.

**WHEREAS**, the relocation of Electric Facilities will be designed and constructed by MTEMC or MTEMC's contractor; and

**WHEREAS**, the City will approve final design plans to ensure the Electric Facilities are relocated in a manner to accommodate the Project.

**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. MTEMC shall be solely responsible for acquiring all MTEMC easements outside of the available public rights-of-way as may be needed to construct its Electric Facilities (the "Easement Acquisitions"). The City agrees to occasionally assist when requested by MTEMC in the acquisition of such easements by facilitating discussions with certain landowners.
3. The City will reimburse MTEMC for 100% of the costs of the Easement Acquisitions, which shall include survey, appraisal, and condemnation costs, and any other cost related to the acquisition of necessary easements.
4. The City will reimburse MTEMC for all other costs related to the relocation of its facilities on private right-of-way, in an amount equal to 18.2% of the total construction costs, including but not limited to labor, materials, engineering, inspection, and betterment

("Construction Costs"). Costs reimbursed by the City pursuant to this Section 4 shall be actual costs expended by MTEM C, regardless of whether such costs are more or less than the estimated cost as shown in Exhibit B – Estimated Total Construction Costs.

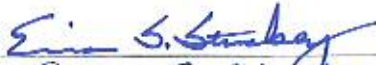
5. The City acknowledges and agrees that no construction will commence until: a.) the City has approved MTEM C's relocation plans and all cost estimates associated therewith, and any related amendments thereto; and b.) all Easement Acquisitions have been completed in MTEM C's sole discretion.
6. MTEM C shall have the responsibility to inspect all items of installation of MTEM C's new facilities to be performed by its Contractor to ensure that the installation of the new Electric Facilities is completed in accordance with this Agreement, the approved plans, MTEM C's technical specifications and all applicable specifications and safety codes.
7. This Agreement is subject to the appropriation and availability of City funds. In the event that the funds are not appropriated or are otherwise unavailable or the City cancels the Project for any reason, the City reserves the right to terminate this Agreement upon written notice to the MTEM C. Said termination shall not be deemed a breach of contract by the City. Upon such termination, the City will reimburse MTEM C for the actual cost(s), incurred through the date of termination, of the Easement Acquisitions and Construction Costs, whether incurred for public or private right-of-way, but only if MTEM C provides reasonable documentation for all such cost(s).
8. This Agreement may be modified by the parties only by a written amendment specifically citing the paragraph within this Agreement to be amended.
9. MTEM C shall comply with all applicable federal, state and local laws and regulations in the performance of its duties under this Agreement.
10. MTEM C may submit periodic invoices to the City during the course of the relocation, which invoices shall be payable within thirty (30) days after receipt of same by the City. Within one (1) year of completion of the relocation of Electric Facilities, MTEM C and the City shall settle on a final billing. MTEM C will provide reasonable documentation for all such costs.
11. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement 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 Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
12. MTEM C agrees to timely review the plans as provided by the City. MTEM C approvals of such plans will not be unreasonably withheld.
13. 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.


- 14. If any terms, covenants, conditions, or provisions of this Agreement 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 Agreement are declared severable.
- 15. The City and MTEMC agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), or by nationally recognized overnight delivery service (such as FedEx or UPS), addressed to the respective party at the appropriate address as set forth below or to such other party or address as may be hereafter specified by written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement.


CITY OF FRANKLIN, TENNESSEE

MIDDLE TENNESSEE ELECTRIC  
MEMBERSHIP CORPORATION

By:   
 Print: Eric S. Stuckey  
 City Administrator  
 Date: June 3, 2019

By:   
 Print: KEITH THOMAS  
 Title: VP ENGINEERING  
 Date: 6/12/19

Attest:

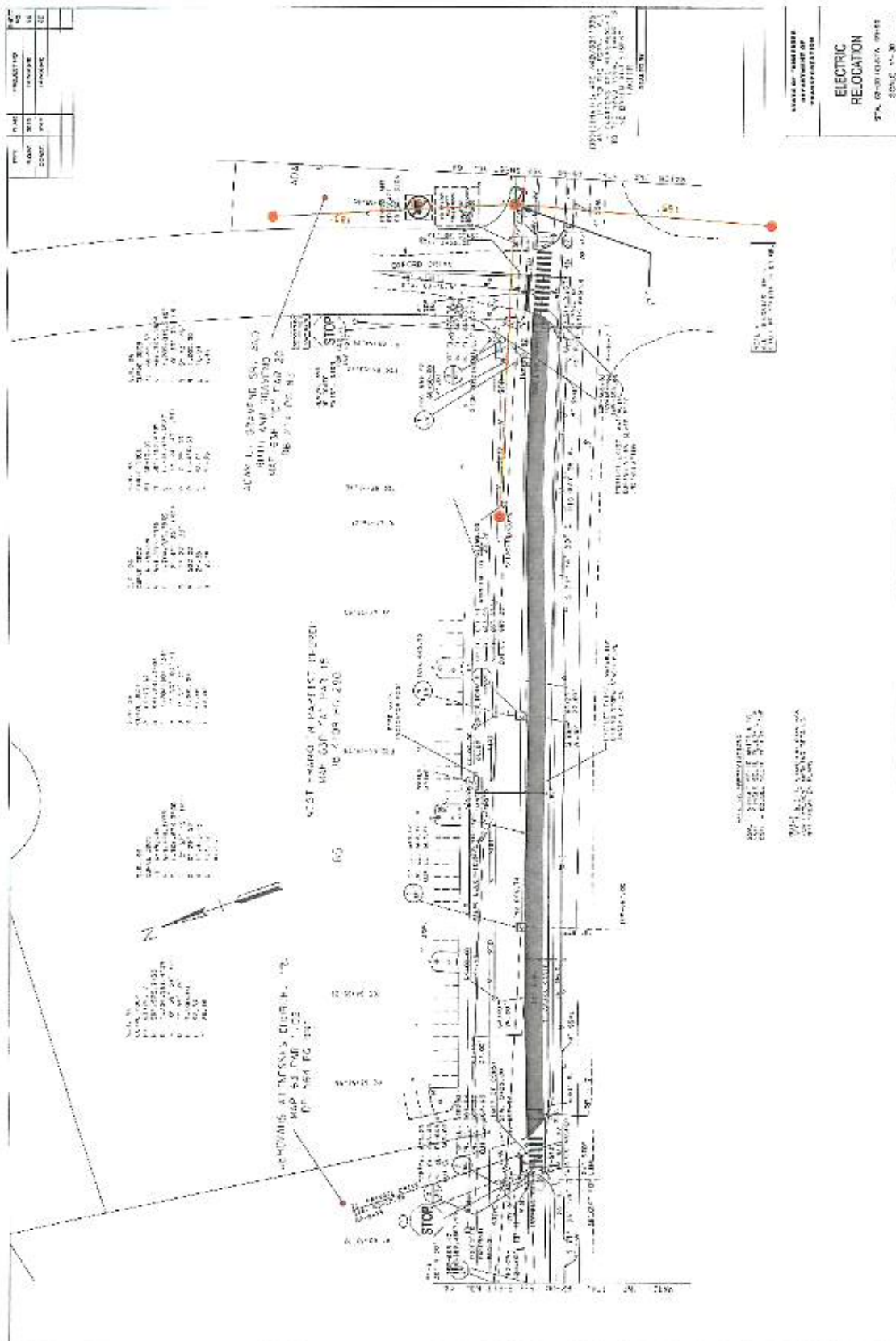
By:   
 Print: Lanai Y. Benne  
 Title: Asst. City Recorder  
 Date: June 3, 2019

Approved as to Form:



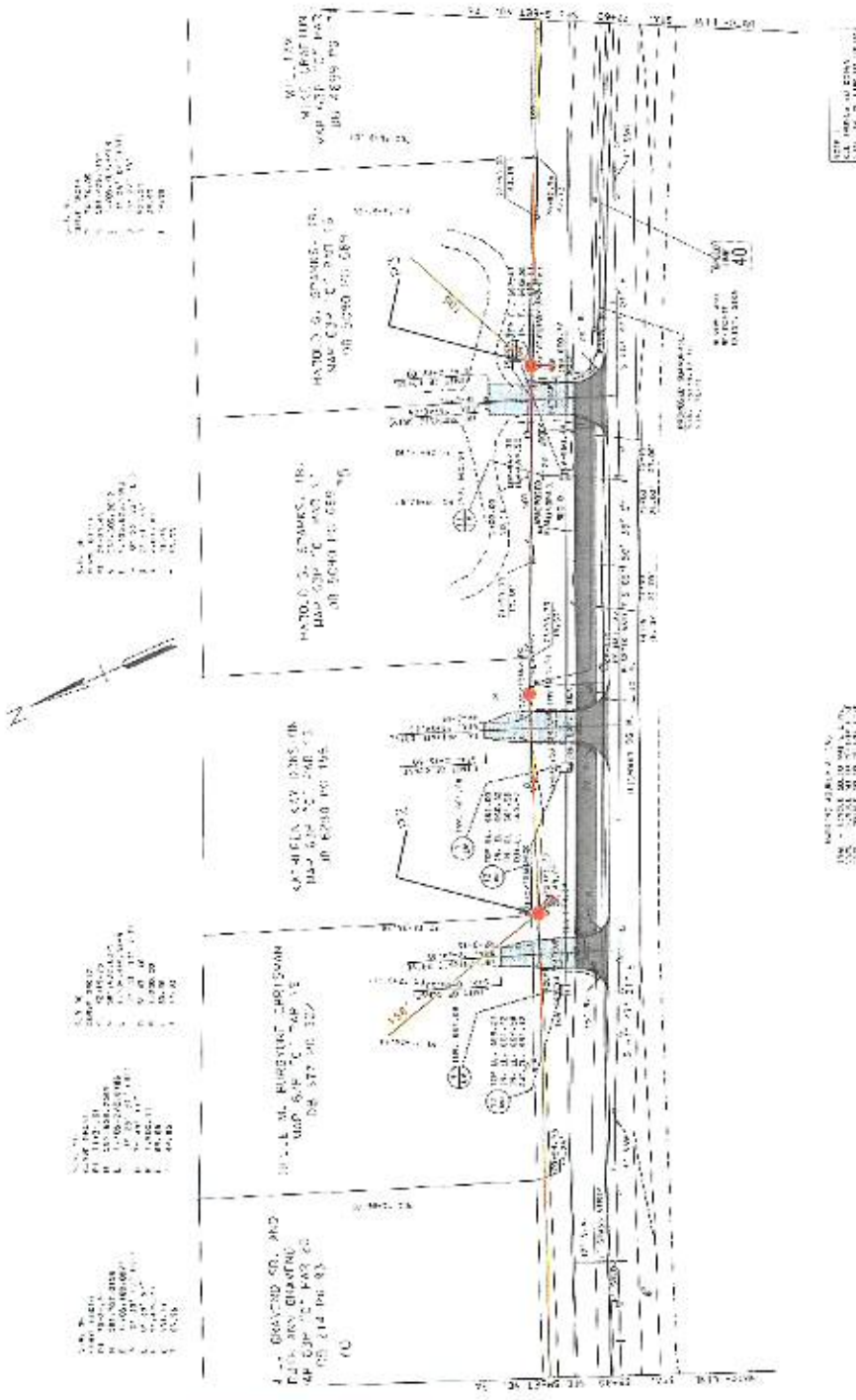
Tiffani M. Pope, Staff Attorney

Exhibit "A" Page 1 of 6



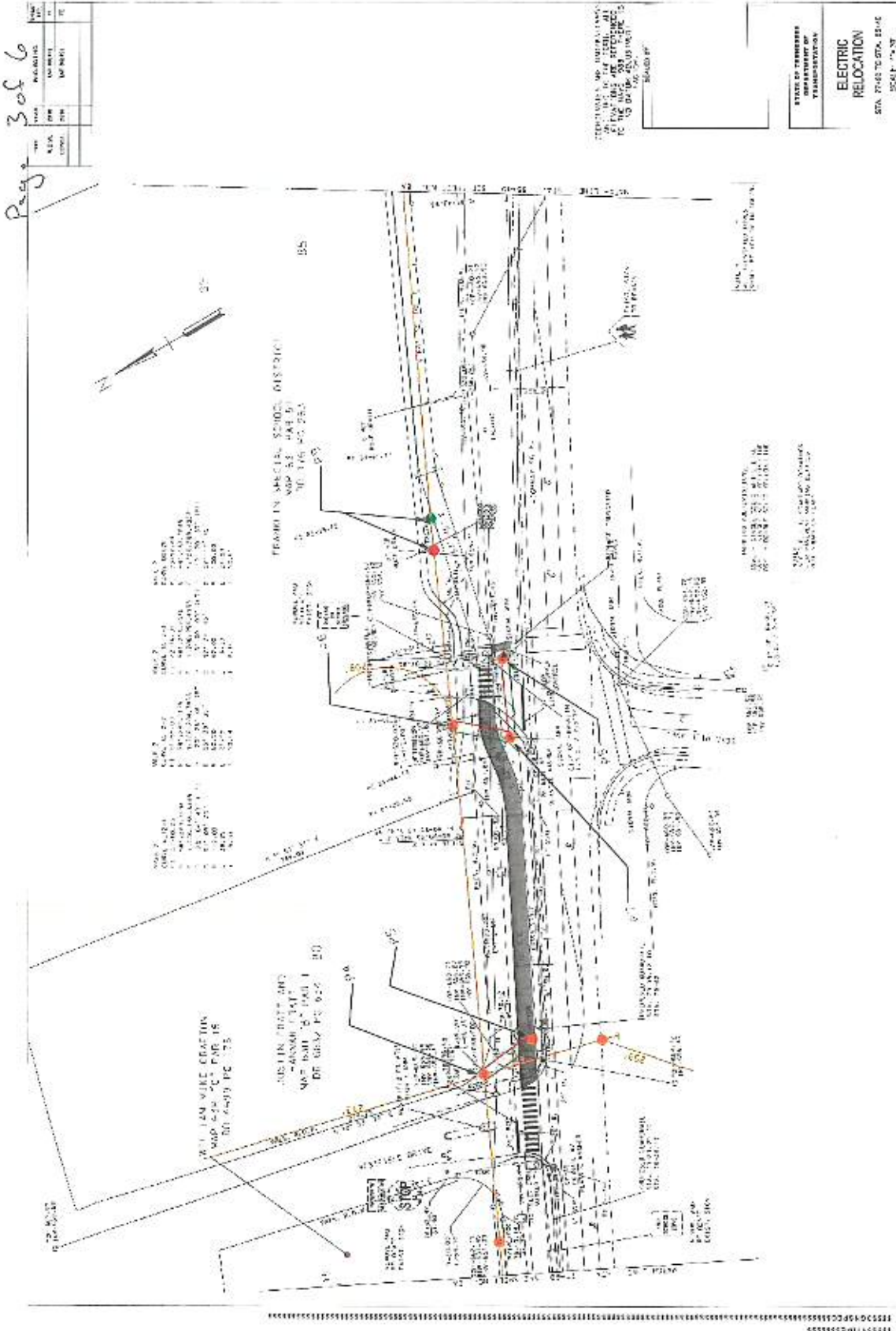
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NO.	DATE	BY	REVISION
1	11/15/19	MM	ISSUED FOR PERMITS
2	11/15/19	MM	ISSUED FOR PERMITS
3	11/15/19	MM	ISSUED FOR PERMITS



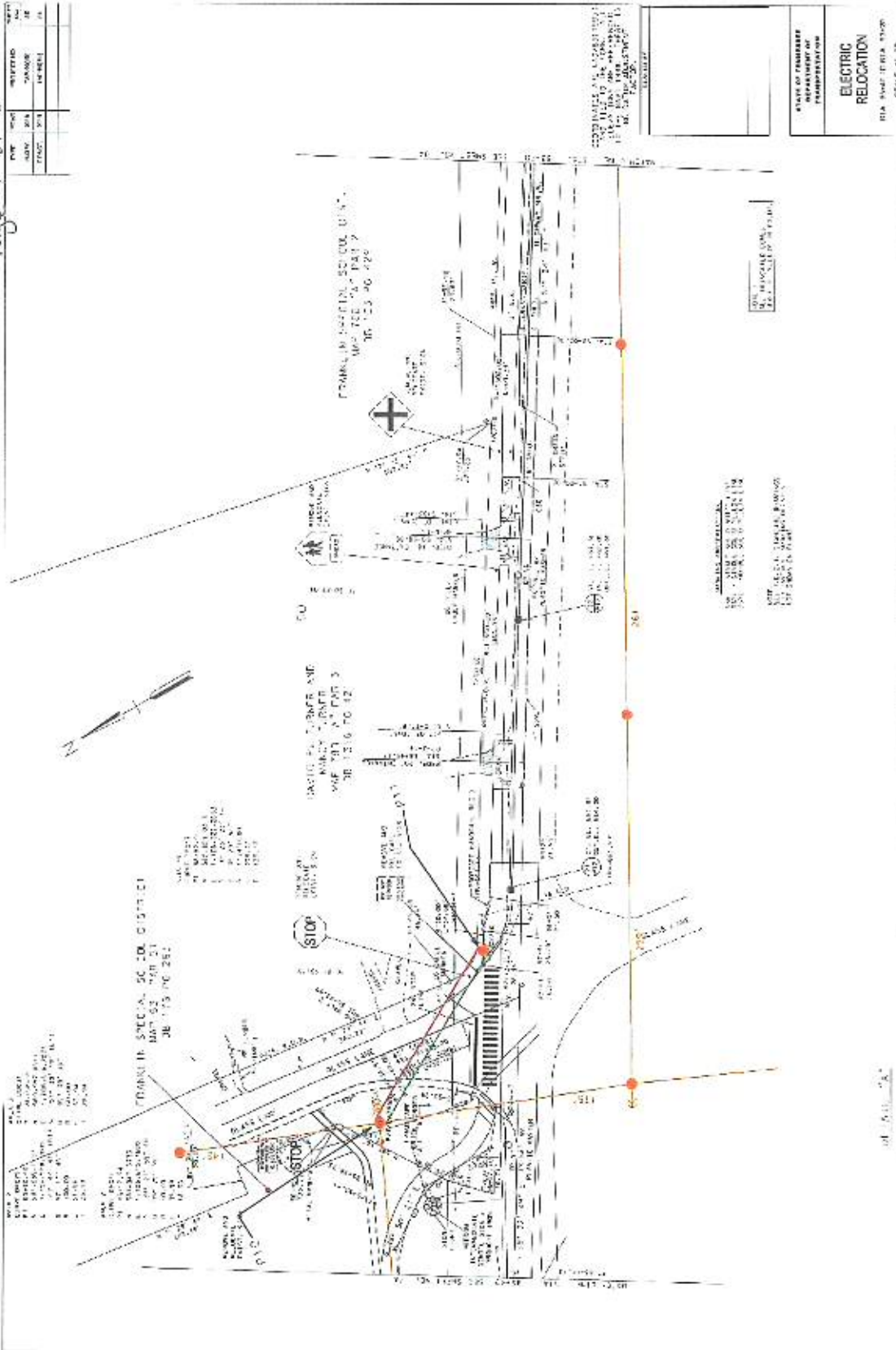
STATE OF MICHIGAN  
DEPARTMENT OF  
TRANSPORTATION  
**ELECTRIC  
RELOCATION**  
S7A, PARTITION A, 11-19  
SCALE: 1"=50'

DATE: 11/15/19  
BY: MM  
CHECKED BY: MM  
DATE: 11/15/19  
PROJECT: S7A, PARTITION A, 11-19  
SCALE: 1"=50'



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DATE	BY	REVISION



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## Estimate Bill

Date: 9/8/2018  
 Project SR-96W Greenway  
 City: Franklin

Relocation of lines to clear construction: SR-96W Greenway

W.O. 15172598

Number of Poles on Private Right of Way	2
Number of Poles on Public Right of Way	9
Total	<u>11</u>

(A)	1. Engineering	\$ 2,198.27
	2. Labor	13,350.00
	3. Overhead	10,526.18
	4. Transportation	665.18
	5. Right of Way (tree trimming)	-
	6. Taxes and Social Security	1,529.95
	7. Stores Expense	-
	<u>Total A</u>	<u>\$ 28,269.58</u>

MATERIAL & SUPPLIES

(B)	1. Material Used	\$ 11,258.83
	<u>Total B</u>	<u>\$ 11,258.83</u>

Total - Engineering and Construction Cost	<u>\$ 39,528.41</u>
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18.2%	Total Estimated Cost Due Middle Tennessee EMC	<u>\$ 7,186.98</u>
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Total Estimated Easement Cost Due Middle Tennessee EMC	-
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Grand Total Estimated Cost Due Middle Tennessee EMC	<u>7,186.98</u>
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