

Prepared by:
City of Franklin, Tennessee
Engineering Department
109 Third Avenue South
Franklin, Tennessee 37064
615-791-3217

**MURFREESBORO ROAD AT EDWARD CURD LANE / OLD SOUTH CAROTHERS ROAD
INTERSECTION UPGRADE IMPROVEMENTS AGREEMENT**

COF CONTRACT NO. 2018-0203

This Agreement is between **THE CITY OF FRANKLIN, TENNESSEE (“City”)** and **WILLIAMSON COUNTY HOSPITAL DISTRICT dba WILLIAMSON MEDICAL CENTER (“Property Owner”)**, a Tennessee Governmental Hospital District established by adoption of Chapter 107 of the Private Act of 1957, as amended, by the Tennessee General Assembly, and is entered into on this the _____ day of _____, 2018.

WHEREAS, the Property Owner submitted a standalone, 121,252 square foot medical office building (“**Development Project**”) to the City for review and approval; and

WHEREAS, on July 27, 2017, the City of Franklin Municipal Planning Commission approved the Development Project via Resolution 2017-54, “A Resolution Approving a PUD Development Plan For Williamson County Medical Center, For the Property Located North of Murfreesboro Road and West of Carothers Parkway, 4321 Carothers Parkway”; and

WHEREAS, on September 12, 2017, the City of Franklin Board of Mayor & Aldermen approved the Development Project via Resolution 2017-54, “A Resolution Approving a PUD Development Plan For Williamson County Medical Center, For the Property Located North of Murfreesboro Road and West of Carothers Parkway, 4321 Carothers Parkway”; and

WHEREAS, the City required the Property Owner to make turn lane and signal improvements at the intersection of Murfreesboro Road at Edward Curd Lane / Old South Carothers Road (“**Intersection**”) to offset the impacts associated with the Development Project, COF Project No. 6761 (“**Intersection Improvements**”); and

WHEREAS, during the site plan approval process the City requested the Property Owner to make additional improvements to the Intersection by upgrading the entire traffic signal to current City standards ; and

WHEREAS, the City has agreed to pay for the upgrades to the Intersection to meet current City standards ; and

WHEREAS, Property Owner has agreed to incorporate the City Upgrades into the Traffic Signal Improvements.

NOW THEREFORE, the City and Property Owner, its successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.

2. **Intersection Improvement Costs.** On July 11, 2018, Civil Constructors, LLC submitted a bid for COF Project No. 6761 in the amount of \$922,455.93, as shown in **Exhibit A**. The cost associated with the Traffic Signal is \$46,613.03 ("**Traffic Signal Improvements**").
3. **City Upgrades and Cost.** At the City's request, the Property Owner agrees to incorporate the additional signal modifications / upgrades to the traffic signal, located at the Intersection into the Traffic Signal Improvements. The City agrees to pay for the materials, construction, and design cost associated with the City Upgrades. The estimated cost is \$213,334.11, as shown on **Exhibit B ("City Upgrades")** which may be increased or decreased at the expense of the City as provided in Sections 6 and 7.
4. **Additional Approval.** Prior to rebidding COF Project No. 6761, the Property Owner shall submit construction drawings to the City for review and approval. The City shall be responsible for reviewing and approving the plans, final acceptance of the City proposed infrastructure as shown on COF Project No. 6761, and any costs associated with the review and final approval.
5. **Management of the Intersection Improvements.** The Property Owner shall be responsible for managing the overall design, bidding, permitting, construction management and installation/construction of the Intersection Improvements, as generally shown on COF Project No. 6761.
6. **City Upgrades Cost Approval.** Prior to starting construction, the City Engineer shall approve the estimated construction cost for the City Upgrades.
7. **Change Requests.** Prior to approving any change order that would increase the total costs of the City Upgrades, the Property Owner shall consult with the City Engineer and accept any reasonable suggestions made by the City Engineer to reduce the cost of the change order.
8. **Payment.**
 - a. **First Payment.** Upon the City approving the estimated construction costs for the City Upgrades, as set forth in **Section 6**, the City shall pay the Property Owner fifty percent (50%) of the estimated construction costs of the City Upgrades.
 - b. **Second Payment.** Following completion of the installation of the City Upgrades, the Property Owner shall submit an invoice to the City for the remaining fifty percent (50%) of the estimated construction costs of the City Upgrades plus any change order costs, and include copies of all agreements and proof of payment. The City shall make the second payment within thirty (30) days of receiving an invoice and the required supporting documentation.
9. **Acceptance and Maintenance.** The City shall operate, maintain and repair the Traffic Signal Improvements and City Upgrades at its sole cost following the final acceptance of the Intersection Improvements. Final acceptance shall be provided in writing by the City.
10. **Liability.** The City shall have no liability except as specifically provided in this Agreement.
11. **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 for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
12. **Deadlines.** If any date specified in this Agreement for the performance of an obligation, the giving of a notice, or the expiration of a time period falls on a Saturday, Sunday, or bank holiday, then this Agreement shall be automatically revised so that such date falls on the next occurring business day.

13. **Interpretation.** Each of the parties hereto has agreed to the particular language of this Agreement, and any question regarding the meaning hereof shall not be resolved by any rule providing for construction against the party who caused the uncertainty to exist or against the draftsman.
14. **Exhibits.** The City and Property Owner acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein.
15. **Entire Agreement.** This Agreement together with its exhibit(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.

Approved by the Franklin Board of Mayor and Aldermen on _____, 2018.

WITNESS our hands on the dates as indicated.

**WILLIAMSON COUNTY HOSPITAL DISTRICT dba
WILLIAMSON MEDICAL CENTER**

By: _____
Don Webb, CEO

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, _____, a Notary Public of said County and State, personally appeared DON WEBB, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be CEO (or other officer authorized to execute the instrument) of WILLIAMSON COUNTY HOSPITAL DISTRICT dba WILLIAMSON MEDICAL CENTER, the within named bargainer, a Tennessee Governmental Hospital District established by adoption of Chapter 107 of the Private Act of 1957, as amended, by the Tennessee General Assembly., and that DON WEBB executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this __ day of _____, 20__.

Notary Public
My Commission Expires: _____

WITNESS our hands on the dates as indicated.

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: _____
DR. KEN MOORE
Mayor

Date: _____

By: _____
ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared DR. KEN MOORE and ERIC S. STUCKEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this __ day of _____, 20_.

Notary Public
My Commission Expires: _____

Approved as to form by:

Tiffani M. Pope, Staff Attorney



REVISED BID PROPOSAL:

VIA: Email (ajohnson@ssr-inc.com)
TO: Smith Seckman Reid, Inc.
ATTN: Andrew Johnson
DATE: July 11, 2018
RE: Highway 96 & Edward Curd Lane Intersection Improvements
FROM: Todd Ketner

Civil Constructors, LLC is pleased to offer the following proposal for the site work involved with the above referenced project. This bid proposal is based on the plans by Smith Seckman Reid, Inc. dated June 13, 2018 with a revision dated June 29, 2018 and local government requirements. Please also note that the paving is based on the July 2018 TDOT bituminous index. Pricing to be adjusted at the time of paving based on the current index. All work is quoted per TDOT specifications.

For the Sum of: **\$922,455.93**, of which

SITE GRADING:	\$136,416.21
EROSION CONTROL & SODDING:	\$15,530.87
STONE BASE & ASPHALT PAVING:	\$341,865.18
STORM DRAINAGE:	\$165,607.52
CONCRETE CURBS:	\$39,318.67
UNDERDRAINS:	\$11,332.20
TRAFFIC CONTROL:	\$123,838.46
PERMANENT SIGNS:	\$1,920.76
PAVEMENT MARKINGS:	\$19,942.62
MOBILIZATION:	\$20,070.41
TRAFFIC SIGNAL:	\$46,613.03

We have Included the following:

- Site grading includes layout and staking of our work, removals as required per the plans, excavation as necessary to establish subgrade elevations (including both haul-off of excess and import of fill by phase as necessary).
- Erosion control and sodding includes all erosion control items shown on the plans and sodding when work is complete. Maintenance and removal are included.
- Stone base and asphalt paving includes all stone base work, asphalt paving as shown on the plans using the asphalt mixes specified, and milling.
- Storm drainage is included as shown on the plans. Bedding and backfill per TDOT specifications.
- Concrete curbs are included as shown on the plans.
- Underdrains are included on Highway 96 as shown on the typical section.
- Traffic control includes installation and maintenance of temporary traffic control devices, installation of detour for work on Edward Curd Lane.
- Permanent signs include all new signs shown on the plans.
- Pavement markings are included as shown on the plans.
- Mobilization and demobilization are included.

- Traffic signal is included per the plans.

We have Excluded the following Items:

- Performance and payment bond. Add 1% of contract value for inclusion.
- Undercutting of unsuitable materials.
- All on-site excavation is assumed to be suitable for use in fills.
- Utility relocations.
- Installation or removal of gas lines, overhead or underground electric, or any other communication lines.
- Costs associated with soils testing or monitoring.
- No DBE participation is included in this proposal.
- Any other item not specifically noted as included.

