

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

**Road Cut Repair Agreement Along Liberty Pike
COF Contract No. 2018-0171**

This Agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and Pinnacle Constructors, Inc. ("Contractor") on this the 17th day of August, 2018.

WHEREAS, the Contractor has constructed a water line upgrade on behalf of Milcrofton Utility District, known as the Liberty Pike Water Line Upgrade, CIP 2017-5-1; and

WHEREAS, the Contractor, as necessitated by the Liberty Pike Water Line Upgrade, CIP 2017-5-1 project, performed three road cuts at the following locations:

1. Liberty Pike and Oxford Glenn: repair cost - \$6,345.00
2. Liberty Pike and Turning Wheel: repair cost - \$5,000.00
3. Liberty Pike in the vicinity of the Jones Company Property: repair cost - \$6,500.00

that require milling and paving repairs; and

WHEREAS, the work described above required three road cuts as permitted through the City Street Department which subsequently requires full width pavement restoration as shown in Exhibit A; and

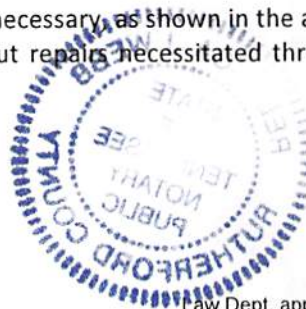
WHEREAS, the City is scheduled to perform milling and resurfacing of Liberty Pike through the City's major road resurfacing program; and

WHEREAS, both parties wish to perform this work with efficiency and with a high level of quality that would be achieved by performing the roadway repairs during the City's milling and repaving process; and

WHEREAS, the total costs for road repairs at the three road cut locations as a result of the work, is **Seventeen Thousand Eight Hundred Forty-Five and No/100 Dollars (\$17,845.00)**.

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

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The City agrees to perform the milling and paving repairs necessary, as shown in the areas identified in Exhibit A, and accept the responsibility for the road cut repairs necessitated through the work described above.



3. The Contractor agrees to pay the City **Seventeen Thousand Eight Hundred Forty-Five and No/100 Dollars (\$17,845.00)** as payment to the City to perform above repairs through the City's major road resurfacing program. The City agrees that this payment shall be the final compensation for roadway repair work performed by the City, related to the four road cuts identified in Exhibit A.
4. The City shall have no liability except as specifically provided in this Agreement.
5. 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.
6. 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.

The City Administrator Approved this Agreement on the 21ST day of AUGUST 2018 under the Authority Granted by the Franklin Board of Mayor and Aldermen by Resolution 2012-05.

WITNESS our hands on the dates as indicated.

Pinnacle Constructors, Inc.

By: Kevin Webb

Print Name: Kevin Webb

Title: President

Date: 8-17-2018

STATE OF Tennessee

COUNTY OF Rutherford

Personally appeared before me, the undersigned, a Notary Public of said State and County, The within named Kevin Webb, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oaths, acknowledged that he or she executed the within instrument for the purposes therein contained and who further acknowledged that he or she is the Agent, Property Manager of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand and seal on this 17 day of August, 2018.



Rebecca J Webb

Notary Public

My Commission Expires: 2-27-21

COF 2018-0171

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CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: Eric S. Stuckey

ERIC S. STUCKEY
City Administrator

Date: 8/21/18

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

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

Witness my hand and seal this 21 day of August, 2018.

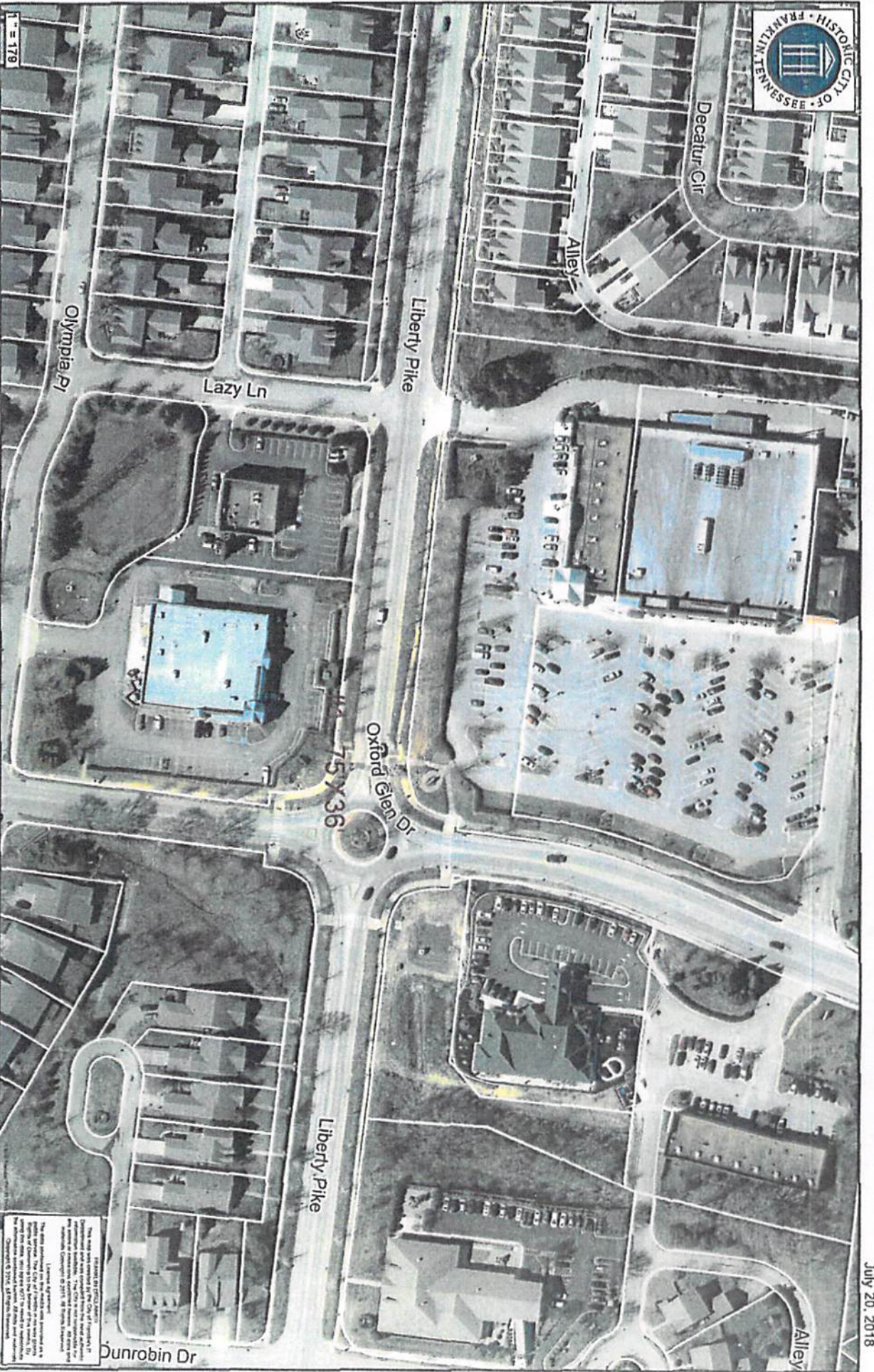
Vicki L. Parr
Notary Public

My Commission Expires: 2/23/20

Approved as to form by:

Tiffani M. Pope
Tiffani M. Pope, Staff Attorney





July 20, 2018



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