



**CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
WORK SESSION PACKET**

**TUESDAY, JULY 5, 2016
6:00 P.M.**

Board of Mayor and Aldermen:

Rick Graham, Mayor

Bruce Hull, Jr., Vice-Mayor

Jonathan Duda

Matt Fitterer

Keith Hudson

Chad Whittenburg

Kayce Williams

Amy Wurth

Susan Zemek

***City of Spring Hill
P.O. Box 789
Spring Hill, TN 37174***

***Phone 931.486.2252
Fax 931.486.0516
www.springhilltn.org***

**CITY OF SPRING HILL
BOARD OF MAYOR AND ALDERMEN
WORK SESSION
TUESDAY, JULY 5, 2016
6:00 P.M.**

Call to order

Stipulation of members present

City Administrator/Department Head Comments

Mayor's Comments

Concerned Citizens

STAFF ASSOCIATED ITEMS

1. Consider Resolution 16-79, to approve Special Events Permit for the Spring Hill Country Ham Festival
2. Consider Resolution 16-80, to appoint two members to the Library Board of Trustees. Hulen Bivins, Library Director
3. Consider Resolution 16-81, to appoint member to the Parks and Recreation Committee. Kevin Fischer, Parks and Recreation Director
4. Consider Resolution 16-82, to authorize a contract for municipal street sweeping services. Jeremy Polk, Stormwater Coordinator.
5. Consider Resolution 16-83, to authorize the expenditure of funds for a Water and Sewer Capacity Study. Dan Allen, Infrastructure Director.
6. Discussion of TDOT Bridge Grant Program Opportunity. Dan Allen, Infrastructure Director
7. Discussion of cut through traffic through Cobblestone subdivision. Victor Lay, City Administrator
8. Discussion of future water meter program. Victor Lay, City Administrator
9. Consider Ordinance 16-14, to adopt a privilege tax upon the occupancy in any hotel or motel or any place in which rooms, lodging or accommodations are furnished to transients for consideration. Victor Lay, City Administrator

PREVIOUS BUSINESS

1. Consider First Reading of Ordinance 16-10, PUD 81-2015: Submitted by Huntly Gordon for property located at 3357 Denning Lane. This property is zoned AG (Ord. 09-24) and contains approximately 20 acres. The applicant

requests rezoning approval of a Planned Unit Development to allow for 57 dwelling units. (*Deferred by the Planning Commission on June 13, 2016*) Dara Sanders, Director of Planning

2. Consider First Reading of Ordinance 16-12, PUD 199-2016: Submitted by Littlejohn Engineering for property located on Beechcroft Road and Cleburne Road. The property is zoned AG, Agriculture, R-2, Medium Density and contains approximately 473.13 acres. The applicant requests a Master Development Plan for 961 single family residential lots and 232 multi-family units for The Villages at Harvest Point (*Deferred by the Planning Commission on June 13, 2016*) Dara Sanders, Director of Planning

NEW BUSINESS

1. Consider Resolution 16-84, to authorize the Mayor of Spring Hill, TN to enter into a Memo of Understanding agreement with the Spring Hill Little League. Patrick Carter, City Attorney.
2. Consider request of an appeal of the Planning Commission's decision for NCP190-2016 requested by Shaw Enterprises, LLC for The Cove at Spring Hill subdivision. Dara Sanders, Director of Planning.
3. Consider Resolution 16-86, to authorize acceptance of offer of Dedication of Road Rights-of-Way and Public Improvements shown on the existing plat for Wades Grove Section 3A. Dan Allen, Infrastructure Director.
4. Consider Resolution 16-87, to authorize acceptance of offer of Dedication of Road Rights-of-Way and Public Improvements shown on the existing plat for Wades Grove Section 3B. Dan Allen, Infrastructure Director.
5. Consider Resolution 16-88, to authorize acceptance of offer of Dedication of Road Rights-of-Way and Public Improvements shown on the existing plat for Wades Grove Section 4. Dan Allen, Infrastructure Director.
6. Consider Resolution 16-89, to authorize acceptance of offer of Dedication of Road Rights-of-Way and Public Improvements shown on the existing plat for Wades Grove Section 5A. Dan Allen, Infrastructure Director.
7. Consider Resolution 16-90, to authorize acceptance of offer of Dedication of Road Rights-of-Way and Public Improvements shown on the existing plat for Wades Grove Section 5B. Dan Allen, Infrastructure Director.
8. Consider Resolution 16-91, to authorize the sale of two surplus pickup trucks in the Public Works Department. Dan Allen, Infrastructure Director.
9. Consider Resolution 16-92, to authorize the purchase of a mini excavator for the Public Works Department. Dan Allen, Infrastructure Director.
10. Consider Resolution 16-93, to authorize funding to purchase Right-of-Way easement for US 31 Improvements. Dan Allen, Infrastructure Director.
11. Consider Resolution 16-94, to approve an Interlocal Agreement for Network Services between the City of Spring Hill and Columbia Power and Water Systems. Victor Lay, City Administrator.

12. Consider Resolution 16-95, to authorize funding to purchase an easement for sewer line installation along Main Street crossing the property owned by the Eddice Burns Trust. Dan Allen, Infrastructure Director.
13. Consider Resolution 16-96, to authorize funding to purchase an easement for sewer line installation along Main Street crossing the property owned by Ms. Inez Harvey. Dan Allen, Infrastructure Director.
14. Consider Resolution 16-97, to authorize the Mayor of Spring Hill, TN to sign and approve funding for acquisition of easements contract with the Tennessee Department of Transportation for Project No. 60LPLM-S2-021.
15. Consider Resolution 16-98, to authorize the Mayor of Spring Hill, TN to sign and approve funding for acquisition of sewer easement contract with the Tennessee Department of Transportation for Project No. 60019-2207-94. Dan Allen, Infrastructure Director.
16. Consider Resolution 16-99, to authorize the Mayor of Spring Hill, TN to sign and approve funding for acquisition of water easement contract with the Tennessee Department of Transportation for Project No. 60019-2207-94. Dan Allen, Infrastructure Director.
17. Consider Resolution 16-100, to authorize the Mayor of Spring Hill, TN to sign and approve funding for utility (sewer) relocation contract with the Tennessee Department of Transportation for Project No. 60019-2207-94. Dan Allen, Infrastructure Director.
18. Consider Resolution 16-101, to authorize the Mayor of Spring Hill, TN to sign and approve funding for utility (water) relocation contract with the Tennessee Department of Transportation for Project No. 60019-2207-94. Dan Allen, Infrastructure Director.
19. Consider Resolution 16-102, to authorize the Mayor of Spring Hill, TN to sign and approve funding for utility relocation contract with the Tennessee Department of Transportation for Project No. 60LPLM-S2-021. Dan Allen, Infrastructure Director.
20. Consider Ordinance 16-15, to adopt Electronic Citation Regulations and Fees. Don Brite, Chief of Police.

Concerned Citizens

Roundtable Discussion
Adjourn

**STAFF
ASSOCIATED
ITEMS**



CITY OF SPRING HILL SPECIAL EVENT APPLICATION

PERMIT # _____

Application Date: 6-14-16

Event Date: 10-1-16

Street Closure Required: Yes / No

IF yes, *Street Closure Permit* must be attached.

FEES REQUIRED:

Permit Review Fee: \$20.00 ^{✓ 6-15-16}

Deposit/Bond Required - *Determined by City Administrator:*

Amount: \$ _____

EVENT DETAILS:

NAME OF EVENT: JOHN MAHER BUILDERS SPRING HILL COUNTRY HAM FESTIVAL

Applicant/Organization: CHF OF SPRING HILL COMMUNITY FOUNDATION

* *Organization shall provide Certificate of Insurance, no less than \$250,000.* Copy Attached: LATER DATE

** *Provide copy of business license.* Copy Attached: N/A

Representative Name & Contact Information: PH# 615-429-7115 EMAIL andy@COUNTRYHAMFEST.COM

5016 SPEARLE CT. #334 SPRING HILL TN 37174
(Street) (City) (State) (Zip)

Event Location: TENNESSEE CHILDREN'S HOME

Time event will begin: 10:00 AM Time event will end: 7:30 PM

Time & place event will: assemble 7:00 AM / SAME Disassemble: 8:00 PM / SAME

Upon signing this application, the applicants shall agree to assume the defense of and indemnify and save harmless the city, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the city may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of special event and the activities permitted in connection therewith.

ANDREW MELORUM
Print Name of Event Applicant

[Signature]
Signature

Notes/Instructions	
CITY ADMINISTRATOR APPROVAL	DATE
PERMIT ISSUED	DATE

RESOLUTION 16-79

**RESOLUTION TO APPROVE A SPECIAL EVENTS PERMIT FOR THE
COUNTRY HAM FESTIVAL**

WHEREAS, Title 16, Chapter 3, of the Spring Hill Municipal code requires a permit for special events held in the city; and

WHEREAS, representatives of the Country Ham Festival have made application to the Spring Hill Board of Mayor and Aldermen; and

WHEREAS, the City of Spring Hill staff recommends approval.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE, approves a Special Event Application and authorizes staff to issue a permit for the Country Ham Festival to be held on October 1, 2016.

Passed and adopted this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

RESOLUTION 16-80

A RESOLUTION TO APPOINT A MEMBER TO THE LIBRARY BOARD OF TRUSTEES OF THE CITY OF SPRING HILL

WHEREAS, there is a vacant position on the Spring Hill Library Board of Trustees; and

WHEREAS, the vacant position was advertised and applications were received;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee that following applicant shall be appointed to the Library Board of Trustees:

Name & Address

Expiration of Term

December 31, 2016

Passed and adopted by the Spring Hill Board of Mayor and Aldermen this 18th day of July 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



City of Spring Hill
Library Board of Trustees Application

Please return completed form to:
Spring Hill City Hall
Attention: Victor Lay, City Administrator
P.O. Box 789, 199 Town Center Parkway
Spring Hill, TN 37174



Today's Date: 5/25/2016

Last Name: MORGAN First Name: BLAIR

Daytime Phone: (615) 302-8434 Evening Phone: _____ Cell Phone: (615) 300-6695

Address: 1974 Portway Road City: Springhill State: TN Zip: 37174

How long have you lived in this area: Over 25 years Employer: Self and City of Spring Hill (Part Time)
Occupation: Attorney, Mediator Years in Occupation: 35 years
City Judge Title: 5+ years

The Spring Hill Library Board of Trustees meet on the 3rd Tuesday of odd numbered months at 6:00 p.m.

Are you available to meet at this time? Yes: No: _____

The term for this appointment is for a three year term, or the remaining term of a vacated position. Are you able to commit to serving the full term? Yes: No: _____

Are you able to consistently contribute additional time to committee meetings and Library-related or Board-hosted events? Yes: No: _____

Are you a Library cardholder? Yes: No: _____

Please list any past or present affiliations with other Boards, community groups, civic involvement, professional organizations, advocacy or volunteer groups you have been affiliations?

<u>(Partial Listing)</u>	Organization	Dates of involvement
	<u>Spring Hill Library Board of Trustees</u>	<u>Since 2011</u>
	<u>Board Member, Spring Hill Imagination Library</u>	<u>2010 until cessation</u>
	<u>Board Member, The Well Food Pantry</u>	<u>approx. 2011-2013</u>
	<u>Rippavilla Plantation Board Member</u>	<u>Class of 2017 (2nd Term)</u>
	<u>Spring Hill Community Care Alliance</u>	<u>2015 to Present</u>
	<u>Coordinator, Project Fire Belle</u>	<u>2014</u>
	<u>Board Member, Tennessee Leadership (1998)</u>	<u>Class of 1997</u>
	<u>Junior League of Nashville, Board Member and Public Affairs Chairman</u>	<u>Late 1980's, Early 1990's</u>

A diverse Board with a variety of interests and skills provides a broad base of knowledge for decision-making. What training, experience, or special skills would you bring to the Library Board to assist in planning, policy, legal, legislative, or financial decisions?

Licensed Attorney in the States of Tennessee & Nevada; General Civil and Family Mediator with Specialty Training in Domestic Violence; 16 years on the Bench; Member of Numerous Non-profit Boards over the years; former Assistant Attorney General for the State of Tennessee; Legislative Advocacy and drafting of Proposed legislation; Why do you wish to serve on the Library Board? Skill at process improvement and achievement of quality service goals

I wish to continue to serve our library, including completion of a comprehensive review and modification of our Library Trustee's Policy Manual

If appointed to the Library Board, what would you like to see accomplished during your term?

1) Support for and integration of our new Library Director in fulfilling the library's mission of excellent services for Spring Hill
2) Secure a new, State of the Art Library Building for expansion of services to the Community.
What do you think the Library's most important roles are for the community?
To serve as a "hub" of community life
To enrich the lives of the citizens through information, education and programming

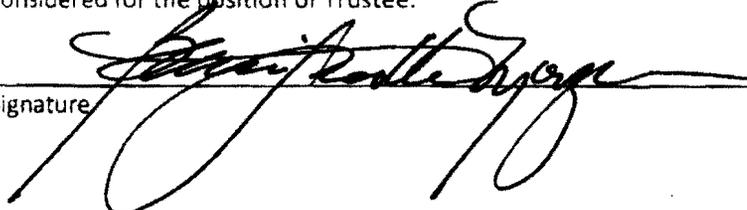
What are some problems and challenges facing libraries?

Restricted funding
Competition for funding
To open the financially challenged a place to research job possibilities and learn about marketable skills

References: Please list individuals qualified to comment on your capabilities:

Name Address Phone No.
Charlie Schoenbratt 2007 Spring Meadow Circle, SH (615) 405-2764
Col. Herbert S. Grogan 2009 Spring Meadow Circle, SH (615) 516-1119
Nina Bodayle 115 McGavock Circle, Franklin, TN. (615) 594-6462
37064

I certify that I understand the responsibilities of the Spring Hill Library Board of Trustees, and wish to be considered for the position of Trustee.

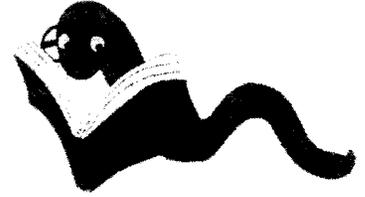
Signature 

Date 5/25/2016



City of Spring Hill
Library Board of Trustees Application

Please return completed form to:
Spring Hill City Hall
Attention: Victor Lay, City Administrator
P.O. Box 789, 199 Town Center Parkway
Spring Hill, TN 37174



Today's Date: 6/6/16

Last Name: SCHOENBRODT First Name: Charlie

Daytime Phone: 615-405-2764 Evening Phone: 615-302-0248 Cell Phone:

Address: 2007 Spring Meadow Cr. City: SH State: TN Zip: 37174

How long have you lived in this area: 19 yrs Employer: Self

Occupation: Pet Pal City Volunteer Years in Occupation: 8/13 Title:

The Spring Hill Library Board of Trustees meet on the 3rd Tuesday of odd numbered months at 6:00 p.m.

Are you available to meet at this time? Yes: X No:

The term for this appointment is for a three year term, or the remaining term of a vacated position. Are you able to commit to serving the full term? Yes: X God willing No:

Are you able to consistently contribute additional time to committee meetings and Library-related or Board-hosted events? Yes: X No:

Are you a Library cardholder? Yes: X No:

Please list any past or present affiliations with other Boards, community groups, civic involvement, professional organizations, advocacy or volunteer groups you have been affiliations?

Table with 2 columns: Organization, Dates of involvement. Entries include: Currently Municipal Planning Commission / EDC / Pregnancy Center / LBOT / DASH; Employed as Professional Assoc. 1990-2003; Various Church committees and volunteer activities.

diverse Board with a variety of interests and skills provides a broad base of knowledge for decision-making. What training, experience, or special skills would you bring to the Library Board to assist in planning, policy, legal, legislative, or financial decisions?

As a member of the PC, EDC, and DASH the plans for a new Library, I can be a conduit to help make this project move smoothly,

Why do you wish to serve on the Library Board?

I consider the SH Library to be the most highly utilized service in the City. It serves all ages of citizens

If appointed to the Library Board, what would you like to see accomplished during your term?

The plan for a new Library will progress as quickly as possible

What do you think the Library's most important roles are for the community?

A resource for school children, a pre-school education preparation resource, a resource for those doing research etc etc etc

What are some problems and challenges facing libraries?

Lack of meeting space.

References: Please list individuals qualified to comment on your capabilities:

Name	Address	Phone No.
Judge Morgan		615-300-6595
Jim Grimes EDC Chairman		615-931-486-3913
Herb Grogan	2009 Spring Meadow Cr.	615-516-1119

I certify that I understand the responsibilities of the Spring Hill Library Board of Trustees, and wish to be considered for the position of Trustee.

[Signature]

Signature

6/6/16

Date

April Goad

From: Rick Graham
Sent: Tuesday, May 17, 2016 5:59 AM
To: Victor Lay; April Goad; Amanda Knobloch
Subject: Fwd: Board position

Sent from my iPhone

Begin forwarded message:

From: Erin Grugett <ebp0201@yahoo.com>
Date: May 16, 2016 at 7:15:10 PM CDT
To: Hulen Bivins <hbivins@springhilltn.org>, <bmorgan@springhilltn.org>, <penguinwatch@bellsouth.net>, <rgraham@springhilltn.org>, <TrentJ77@aol.com>, <stevenson_ross@hotmail.com>
Cc: <gadkins@springhilltn.org>
Subject: Board position

Fellow Board Members,

It is with sincere apologies I have decided to resign from my position on this board. As our meeting approaches I'm unable to attend again due to family obligations and with respect to this Board and our policies I feel that my best option is to resign. I have truly enjoyed being a part of this Board and have learned so much. It has been a privilege to serve with you all. Mr. Bivins: I believe our library is in the best of hands with you as the director and it was such a pleasure getting to know you. I will continue to enjoy being an active patron to our wonderful library. My best to all of you!

Sincerely,
Erin

Sent from my iPhone

RESOLUTION 16-81

A RESOLUTION TO APPOINT TWO MEMBERS TO THE PARKS AND RECREATION COMMISSION OF THE CITY OF SPRING HILL

WHEREAS, there are two vacant positions on the Spring Hill Parks and Recreation Commission; and

WHEREAS, the vacant positions were advertised and applications were received;

NOW THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee that the following applicants shall be appointed to the Parks and Recreation Commission:

Name & Address

Expiration of Term

December 31, 2016

Passed and adopted by the Spring Hill Board of Mayor and Aldermen this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

July 2016
Agenda

PUBLIC NOTICE

CITY OF SPRING HILL

The Spring Hill Board of Mayor and Aldermen is currently accepting applications for interested citizens to serve on the Parks and Recreation Commission.

Applications for the vacant position are due no later than 4:00 p.m., Monday, June 20, 2016. This term will expire on December 31, 2016.

Parks and Recreation Commission of the City of Spring Hill, TN serves as a steering committee of Parks and Recreation programs and is subject to the actions and policies of the Board of Mayor and Aldermen.

The Parks and Recreation Commission members are appointed by majority vote of the membership of the Board of Mayor and Aldermen. Parks and Recreation members shall serve without compensation, but may be reimbursed for reasonable and necessary expenses.

The Parks and Recreation Commission shall conduct monthly public meetings upon adequate public notice, and shall keep and maintain minutes of all meetings.

For an application please visit the Spring Hill Website (<http://www.springhilltn.org>). Applications may also be picked up and turned in at Spring Hill City Hall, Attention: April Goad.

Print

Parks and Recreation Commission Application - Submission #17820

Date Submitted: 6/23/2016

First Name

Clint

Last Name

McCain

Address1

4012 Gersham Court

Address2

City

Spring Hil

State

TN

Zip

37174

Phone Number

6154569331

Available to public

If selected to serve, would you want this phone number available to the public?

Yes

No

Email Address

clint.mccain@ymail.com

Available to public

If selected to serve, would you want this email address available to the public?

Yes

No

Present Employer

Franklin Synergy Bank

Job Title

Vice President, Commercial Banking

Previous Governmental Bodies/Elective Offices you have served on, Position/Office held and Dates:

Civic or Charitable Organizations to which you have belonged, Position/Office Held and Dates:

Franklin Lions Club 2009-Present, Franklin Lions Club Board Member 2012-2016, Franklin Lions Club President 2014-2015. Williamson County Crime Stoppers Board member 2014-present, President 2015 - Current. American Red Cross, Natchez Trace Chapter Board Member 2011 - 2014.

What special Interests/Skills/Talents would you bring to the Parks and Recreation Commission?

I can brainstorm with others and work to put on an event that could draw the community together. I have worked with the Franklin Lions Club for years for our Franklin on the Fourth festival that we put on. I have a background in physical education and would love to give the community help in preserving open space and parks.

Special Awards or Recognitions Received

Melvin Jones Fellow (Lions Club)

Please state the reasons why you want to become a member of the Parks and Recreation Commission

I feel I could add insight and knowledge to the Parks and Recreation board with my background in Physical Education. Currently living in my house I have children ranging from 17 years old to 3 months old and could be able to make sure we capture events and items that would support the town as a whole. I have a love for parks and open spaces and I would love to collaborate with an active and involved community.

Is there any other information that you feel would be useful in reviewing your application?

I have lived in Spring Hill since 2009. I started working in Spring Hill in late 2015. I want to give back to the community that has blessed my family.

Are you associated with any Organizational/Employment that might be deemed as a conflict of interest in performing your duties if appointed?

- Yes
 No

City policy directs that all appointed advisory board members do not vote on matters where a potential conflict of interest exists. Would be willing to abstain from voting if such conflict arises?

- Yes
 No

How many Parks and Recreation Commission Meetings have you ever attended?*

0

By signing below, I acknowledge that I am a resident of Spring Hill, over the age of 18 and all the information is true and accurate.

Clint McCain

Please print form and sign in the space above.

Print

Parks and Recreation Commission Application - Submission #13457

Date Submitted: 4/27/2015

First Name

Hazel

Last Name

Nieves

Address1

1107 Weaver Farm Lane

Address2

City

Spring Hill

State

TN

Zip

37174

Phone Number

931-451-7926

Available to public

If selected to serve, would you want this phone number available to the public?

Yes

No

Email Address

springhillfresh@gmail.com

Available to public

If selected to serve, would you want this email address available to the public?

Yes

No

Present Employer

Spring Hill FRESH

Job Title

Owner

Previous Governmental Bodies/Elective Offices you have served on, Position/Office held and Dates:

City of Spring Hill EDC- served a brief session

Civic or Charitable Organizations to which you have belonged, Position/Office Held and Dates:

Kiwanis Club- Spring Hill/Thompson's Station -Current
 South Williamson Athletics - coaching
 Riverside YMCA-Riverside, CA - served as a wilderness camp manager for 2 years
 Youth Leadership-Young Life-CA

What special Interests/Skills/Talents would you bring to the Parks and Recreation Commission?

I have an extensive background and experience in business, marketing, digital media, generational communications, event planning, entertainment, public speaking, team building, planning/execution, and leadership. I am a terrific organizer and have proudly raised 6 children (a set of triplets), and have 11 grandchildren whom I am actively involved with.

Special Awards or Recognitions Received

Please state the reasons why you want to become a member of the Parks and Recreation Commission

First, I love my community and want others to feel the same way. I know recreation is an important factor to the majority of our residence here and it is one avenue that can literally make a huge the difference in how people view their community. Making it more attractive to spend their time in enjoying their community is a huge win for everyone.

I believe I can be very helpful on this Commission to help further the progress being made and help define the vision for our future because I am a very active member of our community and have built a successful, yet uncommon business whose core is all about building community connection and involvement among our neighbors. From this endeavor, I have a very organic insight and connection with our community and understand not only the needs our residents have, but their wants as well. I also understand how to communicate effectively in a way that has been known to achieve great engagement. This has afforded me a strong trust factor in the community but has also given me keen insight on what gets traction and action here. I feel this is an important asset I can bring to this team. I also have firsthand experience in business management, marketing, event planning and entertainment as well as I am a creative thinker and enjoy problem solving. person who my connection and because of the work I do here, the way I am able to interpret and interact with the community to bring favorable and positive results.

Is there any other information that you feel would be useful in reviewing your application?

I am just not one who keeps up with all I have done to easily call it to recollection. I am however a strong believer in 'service of others' and I live my life in such a way I am known for that. I have a great deal of respect in our community and I try to go about and do good for my fellow neighbor daily here. Those who know me, know I truly care for our community and I have it in my heart, I am a doer not just a talker. I believe I would bring creative insight and abilities that will add to the very committed and talented members who are currently serving and I would like very much to be a fellow team member.

Are you associated with any Organizational/Employment that might be deemed as a conflict of interest in performing your duties if appointed?

- Yes
 No

City policy directs that all appointed

How many Parks and Recreation Commission

advisory board members do not vote on matters where a potential conflict of interest exists. Would be willing to abstain from voting if such conflict arises?

- Yes
- No

Meetings have you ever attended?*

0

By signing below, I acknowledge that I am a resident of Spring Hill, over the age of 18 and all the information is true and accurate.

Hazel Nieves

Please print form and sign in the space above.

April Goad

From: noreply@civicplus.com
Sent: Thursday, June 23, 2016 10:58 AM
To: Kevin Fischer; April Goad
Subject: Online Form Submittal: Parks and Recreation Commission Application

Parks and Recreation Commission Application

First Name	Clint
Last Name	McCain
Address1	4012 Gersham Court
Address2	<i>Field not completed.</i>
City	Spring Hill
State	TN
Zip	37174
Phone Number	6154569331
Available to public	Yes
Email Address	clint.mccain@ymail.com
Available to public	No
Present Employer	Franklin Synergy Bank
Job Title	Vice President, Commercial Banking
Previous Governmental Bodies/Elective Offices you have served on, Position/Office held and Dates:	<i>Field not completed.</i>
Civic or Charitable Organizations to which you have belonged, Position/Office Held and Dates:	Franklin Lions Club 2009-Present, Franklin Lions Club Board Member 2012-2016, Franklin Lions Club President 2014-2015. Williamson County Crime Stoppers Board member 2014-present, President 2015 - Current. American Red Cross, Natchez Trace Chapter Board Member 2011 - 2014.
What special Interests/Skills/Talents	I can brainstorm with others and work to put on an event that

would you bring to the Parks and Recreation Commission?	could draw the community together. I have worked with the Franklin Lions Club for years for our Franklin on the Fourth festival that we put on. I have a background in physical education and would love to give the community help in preserving open space and parks.
Special Awards or Recognitions Received	Melvin Jones Fellow (Lions Club)
Please state the reasons why you want to become a member of the Parks and Recreation Commission	I feel I could add insight and knowledge to the Parks and Recreation board with my background in Physical Education. Currently living in my house I have children ranging from 17 years old to 3 months old and could be able to make sure we capture events and items that would support the town as a whole. I have a love for parks and open spaces and I would love to collaborate with an active and involved community.
Is there any other information that you feel would be useful in reviewing your application?	I have lived in Spring Hill since 2009. I started working in Spring Hill in late 2015. I want to give back to the community that has blessed my family.
Are you associated with any Organizational/Employment that might be deemed as a conflict of interest in performing your duties if appointed?	No
City policy directs that all appointed advisory board members do not vote on matters where a potential conflict of interest exists. Would be willing to abstain from voting if such conflict arises?	Yes
How many Parks and Recreation Commission Meetings have you ever attended?	0
By signing below, I acknowledge that I am a resident of Spring Hill, over the age of 18 and all the information is true and accurate.	Clint McCain

RESOLUTION 16-82

A RESOLUTION TO AUTHORIZE A CONTRACT FOR MUNICIPAL STREET SWEEPING SERVICES

WHEREAS, in order to keep the streets of Spring Hill clean and provide a pleasant environment for businesses and citizens, the city desires to authorize a contract for Municipal Street Sweeping Services; and

WHEREAS, the City of Spring Hill provided for this service contract in the 2016-2017 operating budget; and

WHEREAS, the City of Spring Hill advertised and received quotes for this service on June 24, 2016.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill authorizes a contract for Municipal Street Sweeping Services at a cost not to exceed \$40,758.82 per year to Sweeping Corporation of America of Nashville, TN, as recommended by the Budget and Finance Advisory Committee on July 5, 2016; funds to be drawn from MS4 Fund, Contract Services.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

RESOLUTION 16-83

**A RESOLUTION TO AUTHORIZE FUNDING FOR THE SPRING HILL WATER
AND SEWER CAPACITY STUDY**

WHEREAS, the City of Spring Hill desires to provide for the health, safety, and welfare of its citizens; and

WHEREAS, the City of Spring Hill desires to prepare for utility expansion to support rapid, future growth that is projected for the area; and

WHEREAS, the City currently has a professional services agreement with Dempsey Dilling and Associates; and

WHEREAS, the capacity study is to be funded over a two year period in the amount of \$500,000; and

WHEREAS, the first half of the project is funded in the fiscal year 2016-2017 budget in the amount of \$250,000.

NOW, THEREFORE BE IT RESOLVED, that the Board of Mayor and Aldermen authorizes the funding of the water and sewer capacity study in an amount not to exceed \$500,000. Funds shall be expended over FY 2016-2017 and FY 2017-2018 in the amount \$250,000 per year.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

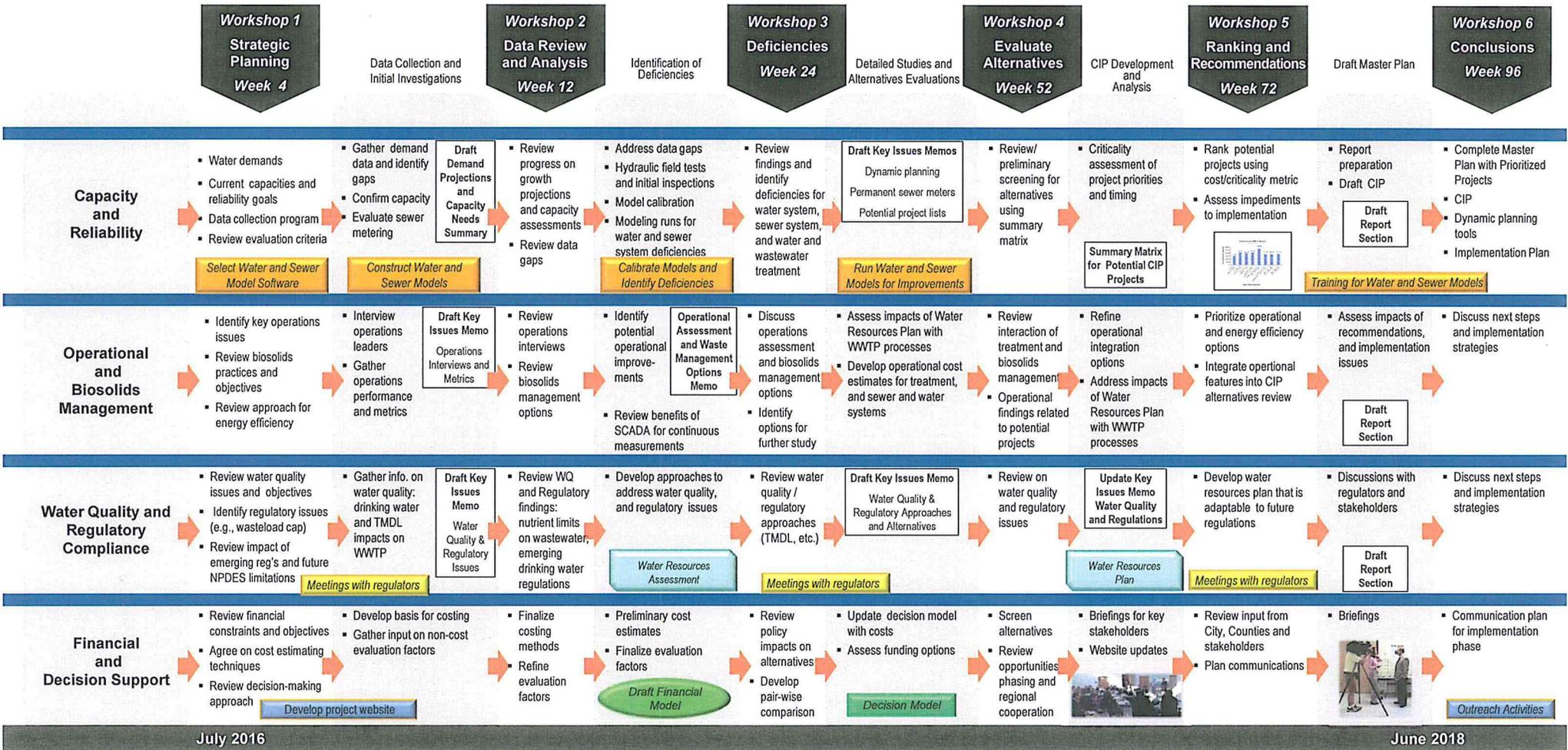
LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Project Approach and Decision Making Process

Water and Sewer Capacity Study

City of Spring Hill, TN



July 2016

June 2018

SCOPE OF WORK

INTRODUCTION

The City of Spring Hill has identified the need for a water and sewer capacity study in three broad areas: water distribution systems, sanitary sewer collection systems, and water and wastewater treatment plants. Many utilities throughout the United States are undertaking similar water and sewer studies in order to gain a better understanding of how the existing systems and facilities meet the needs of future growth and regulatory compliance, what capital improvements are needed, and how these improvements will be funded.

Integrated Project Approach – The cornerstone of this approach is a series of workshops. The workshops provide an effective forum for collaboration with the City and invited stakeholders, communicating findings, screening alternatives and decision making. This approach accomplishes the work on schedule, while avoiding "re-do's" that could arise if technical work is conducted without timely input from the City or others. Decision makers and stakeholders will be apprised of work throughout the study, across the three study areas so that there is continuous, incremental progress in all three areas.

- **Water Distribution System** - Projecting future water demands, identifying water supply capabilities, defining water service areas, developing and calibrating a water distribution system model, assessing the capacity and reliability of each major component of the water supply delivery system (i.e., intake, treatment, pumping, and transmission/distribution systems), identifying system deficiencies, and developing a prioritized capital improvements program.
- **Sanitary Sewer Collection System** – Projecting future sewer flows, delineating sewer service area, developing and calibrating a sewer system model, assessing the capacity and reliability of each major component of the sewer conveyance system (i.e., conveyance piping and pumping stations), identifying system deficiencies, and developing a prioritized capital improvements program.
- **Water and Wastewater Treatment Plants** – Using the projected water demands and sewer flows to determine the need for additional capacity at the water and wastewater treatment plants. This also includes defining current and available capacity of major plant components, identifying remaining life of assets, and identifying capital and operational improvements that may be required to meet future regulations under the Safe Drinking Water Act and Clean Water Act.

SCOPE OF WORK

TASK 1 – DATA COLLECTION

Readily available data and information will be collected at the kickoff meeting in each of the three study areas. Prior to the kickoff meeting, a memorandum will be provided to the City identifying specific information in each of the three study areas and site visits will be conducted to key facilities in concert with the kickoff meeting. Interviews with City staff and operators will be conducted. Existing documentation will be requested and may include previous studies, GIS maps and shapefiles for water and sewer systems, service area maps, site drawings of facilities, water billing data, operation (SCADA) records, pump curves, loss of head information, fire hydrant flow tests, sewer system monitoring, water production and wastewater flow records, water distribution and sewer system collection system models (if available), and cost data based on recent bids and operating records.

It will be important to establish the objectives of each of the stakeholders at the kickoff meeting and their roles and responsibilities in the study. We will also clarify who will make decisions and how they will be made during the course of the study.

The guidelines and criteria that will be used in the study to assess the adequacy of water supply, water treatment, pumping, water storage, water distribution, wastewater collection, wastewater pumping and wastewater treatment will be reviewed with meeting participants. We recommend that the guidelines and criteria typically used to assess the adequacy of water supply, water treatment, water distribution, sewer

collection, and wastewater treatment be established for this study in accordance with City requirements, TDEC regulations, AWWA recommendations, ISO requirements, and other pertinent federal, state and local regulations. This information will be presented to the City for concurrence.

Financial constraints and objectives will be discussed at the kickoff meeting along with techniques for cost estimating. Cost information, data and agreements will be obtained from the City. Non-cost factors will be discussed with meeting participants.

TASK 2 - WATER DEMANDS AND SEWER FLOW PROJECTIONS

To establish overall system water use and demands for Spring Hill, daily water production records will be obtained and compared with the detailed water use information recently developed by the Duck River Agency for Spring Hill. The allocation of that water use across the City's water system will be established using the individual customer water meter records. For the existing water use, a multi-step process will be used to allocate annual average water use for each node in the City. First, the annual usage will be estimated for each customer meter based on information provided by the City. The meter locations will be imported into the water model and the demands at the meters will be assigned to nodes using the model's features. The average day water usage for each meter will be assigned (*i.e.*, linked) to the parcel centroid using address data from the billing system and parcel data available from the City. Usage assignments will be checked to confirm that the assignments are correctly applied to the nodes or pipes at any locations that are questionable (*e.g.*, multiple meters). Unmetered water will be obtained from the Duck River Agency's work on water demands for Spring Hill and globally allocated to all junctions in the model.

For future water use, GIS mapping provided by the City's Planning Department will be used to assess the number of parcels currently served and unserved by the potable water system. This information will be used to identify the number and acreage of non-metered parcels in order to gain some insight into the potential future water demand of the City under buildout conditions. This information will be compared with data developed by the Duck River Agency. Particular attention will be given to the development of water demands for the area east of I-65.

Water balance flow schematics showing the water demand for each pressure zone and flow transfers between zones will be developed to illustrate the change in water demands over time. Water demands in the water model will be allocated to the model nodes based on the water usage projected for each parcel. Sanitary sewer flows in the sewer model will be computed based on a percentage of water demands and these sewer flows will be allocated to manholes in the sewer model.

Diurnal demand curves will be developed for the water system and used in extended period simulation (EPS) runs. Hourly production data and tank level data from a typical day will be used to perform a mass balance in the water system and to generate the diurnal demand curve.

Base sanitary flows for the sewer system will be established using water demand and sanitary sewer flow data during dry weather flow conditions. Inflow / Infiltration (I/I) will be added to the base sanitary flows for modeling alternative design storm events. Sanitary sewer flows in the sewer model will be computed for future conditions based on a percentage of water demands and these sewer flows will be updated and allocated to manholes in the model. Sewershed boundaries will be defined and mapping will be developed.

TASK 3 – SOFTWARE SELECTION

O'Brien & Gere will assist the City in selecting the hydraulic modeling software for analyzing the water and sewer systems. Based on experience, the following provides a general description of the most powerful and applicable modeling software packages for this project which will include WaterGEMS and SewerGEMS by Bentley Systems, Inc. and InfoWater and Info Sewer by Innovyze.

The evaluation criteria defined below can be used to generally differentiate between models.

- *Capabilities and Limitations* – This criterion addresses the ability of the software to allocate demands or flows, model water distribution system water quality, calculate water system fire flow, link to SCADA, and link to GIS.
- *Portability and System Requirements* – Computer software should be adaptable to changing computing environments. This criterion also addresses use of the software on single computer verses networking multiple workstations.
- *Purchase Price* – This criterion addresses the initial purchase price for the software.
- *Annual Cost* – This criterion addresses the annual cost for license and maintenance support.
- *Software User Support* – Privately developed programs have software license agreements that contain provisions for software support. Software support can include answering general modeling questions and repairing encountered software bugs.
- *Ease of Use* – This criterion includes data editing, documentation quality, diagnostic messages, and graphics capabilities (e.g., annotation of model components, contour plots of model results).

Both software packages described above will meet the City's project objectives. Based on our discussions with the City, the capabilities and successful operating experience that O'Brien & Gere has had with the Innovyze and Bentley products, cost, as well as software being used by neighboring jurisdictions to Spring Hill, our preliminary recommendation is to develop the City's water and sewer models using InfoWater (water distribution) and InfoSewer (sewer collection) software from Innovyze.

TASK 4 - WATER DISTRIBUTION SYSTEM MODEL DEVELOPMENT

A water distribution system model is critical to understanding the system and making decisions regarding sizing of water mains, system operation, water quality, criticality of piping, rehabilitation versus replacement of piping, system operations, etc. The water distribution system model will be developed using the City's GIS and working with City personnel (GIS, Engineering, Operations, etc.) in an interactive work session environment. Information from the City's GIS will be used to initiate development of the water model. Connectivity of the water piping system will be verified using software tools. Any issues with connectivity will be reconciled with the GIS and Operations personnel at the City.

Information needed for model configuration includes: record drawings (or latest revision available) of pumping stations, storage tanks, piping and any wholesale meter locations; GIS shapefiles or geodatabase for piping; locations of any closed valves; pump curves (factory certified if available) for existing pumps; hydraulic configuration for all water storage tanks (e.g., overflow elevation, ground elevation, operating range, diameter; current pressure/level settings for any control (e.g., altitude, pressure reducing) valves in the water system; any current capital improvement and rehabilitation/replacement plans; water billing meter data compiled for at least one year; hourly data (SCADA) and boundary conditions (e.g., pumping pressure and flow, and tank levels) for a seven-day period encompassing the maximum day demand; water supply contracts between the City and other municipalities/districts; any other reports or documentation related to system operation and control.

Initial assignment of C-factors for pipes in the model will be made based on evaluation of the pipe material and age. Pipe C-factors will be adjusted during model calibration.

Elevation data for each node in the water system model will be generated using contour mapping available from the City. Spot checks will be performed to verify accuracy.

TASK 5 - SANITARY SEWER COLLECTION SYSTEM MODEL DEVELOPMENT

To effectively develop a list of recommended improvements for the City's sewer collection system, the City will need to fully integrate the condition of the assets and the flow conveyance capabilities of the piping network. Developing a sanitary sewer system hydraulic model is a fundamental first step in the planning process. Similar to the water system model development, data that resides in the City's GIS will be used to assign flows and configure the network. Connectivity of the sewer piping system will be verified using software tools.

Information needed for model configuration includes: record drawings (or latest revision available) of pumping stations, GIS shapefiles or geodatabase for piping, pump curves (factory certified if available) for existing pumps, any current capital improvement and rehabilitation/replacement plans, sewer flow data, SCADA, any other reports or documentation related to system operation and control.

Collection system piping less than 8 inches in diameter and force main piping less than 4 inches in diameter will not be included in the model unless it is needed to provide connectivity or accurately simulate field conditions. Manhole invert data will be collected as described under Field Services.

TASK 6 – FIELD SERVICES

Field-testing is a key component of the water and sewer system model calibration process. A summary of the field data collection activities for the water and sewer systems follows.

Water distribution system – For a City the size of Spring Hill, approximately 50 fire flow tests will be performed while the boundary conditions (i.e., water levels in storage tanks, pumping rates, etc.) are being monitored. At select locations throughout the water system, pressures monitors will be installed and data recorded for approximately five (5) days corresponding to the dates of the fire hydrant flow tests. Pressure monitors will be installed on fire hydrants. The field-testing program to be utilized in calibrating the water model (i.e., hydrant locations, tank levels to be monitored, etc.) will be developed and provided to the City for review and comments. Hydrant flow tests will be conducted at various locations throughout the City's system. It is assumed that City's personnel will operate the fire hydrants. Data collected during fire hydrant testing will be recorded and the predicted pressure at 20 psi will be computed. Maps showing the results of the fire hydrant flow tests will be developed and provided to the City for review and comments.

Sewer collection system – Field services are needed to collect data for the sewer collection system model in two areas: manhole inverts and flow monitoring. For manhole invert data collection, it is assumed that a majority of the manhole inverts will be in the GIS or available from as-built drawings and that data for approximately 50 manholes (1 percent of the total number of manholes) will be collected in the field to reflect the overall condition of sewer piping for the developments within the sewer system. Ground (rim) elevations will be generated from the contour file and invert elevations will be calculated from rim elevations and depth of manhole measurements. Spot checks will be performed in the office using the GIS aerials with contours to verify accuracy.

The City has requested that an evaluation be performed to assess whether temporary or permanent flow meters should be installed in the sewer collection system. The evaluation will document the cost and benefits of the flow monitoring alternatives. The primary tasks associated with the field services for collection of flow data for the sewer system are as follows.

- *Traffic Control and Safety* - Traffic control conforming to local and State requirements will be provided while working within or affecting any city or State right-of-ways. Applicable Occupational Safety and Health Administration (OSHA) regulations for confined space entry will be followed.
- *Site Investigations* – Anticipated flow monitoring sites in the sewer system will be preliminarily investigated to determine the adequacy of the proposed flow monitoring sites for equipment installation and proper data collection. Prior to the installation of the gauging equipment, a thorough site investigation at each of the selected monitoring manholes will be conducted to determine hydraulic suitability. This will require

descending the manhole to perform an inspection. Pipe size verification will also be performed at this time. Consideration of any site specific problems and general conditions, as well as safety issues will also be analyzed (low-level flows, turbulent and/or non-ideal hydraulic conditions, silting or sedimentation in the pipe, high velocities causing turbulent flows, drop manholes, high traffic areas and difficult or poor accessibility, etc.). The recommend type of flow meter equipment will be identified based on suitability of each site.

A preliminary site report will be prepared for each flow meter site and submitted to the City for approval. Once the selected monitoring locations have been evaluated, a site report detailing all relevant site information, including but not limited to: site address and GPS coordinates; pipe geometry, condition and material; manhole depth, condition and material; hydraulic conditions; and safety issues and concerns.

- *Monitoring Duration* – It is assumed that temporary flow monitoring will be selected and the duration of the flow monitoring is assumed to be two (2) months. No guarantee is made regarding the total number or duration of flow monitoring events that will occur at any site. Continuation of the monitoring period beyond two (2) months can only be authorized in writing by the City.
- *Number of Meters* – Approximately eleven (11) meters will be located within three (3) basins (roughly 1 meter per 50,000 lf of pipe). These meters will remain for a period of approximately two (2) months or until sufficient rainfall for hydrologic parameters is received.
- *Contract Obligation During Metering Period* – The City will immediately be notified of any major problems or emergency situations encountered in the field such as, surcharging, pipe blockages, severely damaged pipe, severely damaged structure/manhole, sewer overflows, and/or equipment stuck in the pipe that cannot be removed.
- *Review and Analysis of Data* – Data collected during the flow monitoring period will be reviewed and analyzed to document the average dry weather flow (i.e., base sanitary flow plus groundwater infiltration) and the peak wet weather flow (average dry weather flow plus rainfall-dependent I/I). Locations with I/I greater than 3,000 gallons per day per inch-diameter per mile (gpdim) is considered excessive and will be identified. Tables and graphs showing the results of the flow monitoring will be provided to the City for review and comment.

TASK 7 – WATER AND SEWER MODEL CALIBRATION

Water model calibration – The water model will be calibrated with the goal of predicting fire flow tests to within 5 psi of the measured static and residual pressures. For tests where modeled pressures are not within 5 psi of measured residuals, the boundary conditions and hydrant elevations will be verified and the potential for closed valves will be discussed with the City.

SCADA data will be collected to compare water storage tank levels (i.e., actual vs. modeled) for an extended period simulation (EPS) runs. The model will be considered to be calibrated for the EPS condition when the “modeled” tank levels tracks the “actual” tank levels are within 2 feet over a 24-hour period. Interviews with the City’s Operators will be performed to fully understand how the Operators run the water system.

Calibration results will be entered into a spreadsheet with information on the test location, model pipe/junction label, pipe size, flow magnitude, node demand, measured and modeled static and residual pressures, and difference between modeled and measured values.

Sewer model calibration – The I/I data collected in the Field Services task will be used for calibration of the sewer collection system model under dry weather and wet weather conditions. Operating data from the SCADA system will be used (if necessary) to assist with calibration of the model. The model will be considered to be calibrated when the “modeled” flows track the “actual” flows closely over a 24-hour period.

TASK 8 - IDENTIFICATION OF WATER AND SEWER SYSTEM DEFICIENCIES

Water and sewer system modeling analyses will be conducted using the calibrated models to identify deficiencies (i.e., “trouble spots” or “bottlenecks”) in the system that do not meet the City’s policies and criteria. Modified versions of the calibrated base year models will be used to reflect the impact of projected system changes in the near-term and long-term target years. The base year and target year models will be used to

analyze pumping, storage, distribution and collection system piping deficiencies. Overall average day demand and flow projections will be generated for the target years. Diurnal demand curves and flow curves will be reviewed, and their applicability to future conditions will be ascertained and adjusted, as needed. The water and sewer models will then be used to evaluate the ability of the systems to meet the established guidelines and criteria under current and future conditions. Water age and source trace analyses will be conducted for the water system to identify problems for targeted solutions, such as mixing and turnover of water in storage tanks.

As part of the assessment of system deficiencies, interviews with City staff will be conducted to develop a comprehensive list of concerns related to system performance.

A list of water and sewer system deficiencies will be developed, which will include the following information:

- General nature of the deficiency; i.e., inadequate pressure and extent of problem.
- Model conditions under which problem was identified; i.e., maximum day, peak hour, etc.
- Operating condition under which problem occurs; i.e., number of pumps operating, pumping station shutdown, etc.
- Model results for deficient facility.
- Whether the deficiency is an operational problem or regulatory issue.

Maps showing water and sewer system deficiencies will be developed and presented to the City for review and discussion.

TASK 9 - WATER AND WASTEWATER TREATMENT PLANTS

Facility Assessments - Site visits will be performed to visually inspect and assess the general condition of the City's water and wastewater treatment plants. Operations manager and plant superintendent interviews will be part of the site visits process. The condition assessment by the lead engineer will be limited to visual inspection and documentation of the hydraulic capacity of pumping units based on nameplate data and electrical load capabilities (i.e., condition assessment will not include HVAC, corrosion, structural testing, etc.). Data collected in the field will be documented electronically and will include the location, facility type, date of construction (if available), nameplate information (capacity, head, horsepower), and photographs. It is assumed that at least one employee of the City will be available on the site visits to provide access to the facilities.

Information from previous studies will be used as a starting point for the inventory and evaluation. Interviews with City's staff (i.e., Operations, Maintenance and other personnel) will be key with respect to defining current capabilities and deficiencies of facilities. This assessment will provide the information needed for the City to form the baseline for making decisions regarding use of the existing facilities in the near-term and long-term.

Water Treatment – Alternatives investigated as part of the Duck River Agency's regional water supply study will be documented including expansion of the City's existing water treatment plant with a new raw water pipeline, purchasing additional finished water from CPWS, and producing finished water from a regional plant in Maury County. Alternatives will be evaluated based on capacity, water quality, facility condition, and major risks for each of the alternatives. Life-cycle costs will be reviewed to confirm that Spring Hill could minimize their costs by utilizing the existing pipeline connection to CPWS and establishing a wholesale contract through approximately 2025. The terms of the contract negotiated with CPWS will be reviewed to define the benefits to Spring Hill. The ability to expand the existing intake on the Duck River and construct a new pipeline in proximity to the existing pipeline from the intake to the water treatment plant will be investigated. A preliminary alignment study will be performed to identify potential obstacles for implementation.

Site visits will be conducted to the water treatment plant to confirm capacity requirements to meet future water demands and to assess potential treatment options that may be needed in the future to meet regulatory requirements.

Wastewater Treatment – The next increment of wastewater treatment capacity and the ability to further expand the existing plant or the need to construct a new plant will be the focus of this study effort. The timing for the next increment of capacity will be highly dependent on the rate of population growth and will be confirmed in this study. Previous studies (i.e., such as the Dempsey, Dilling & Associates study in 2008) conducted in support of the expansion of the City's wastewater treatment plant will be reviewed and updated. Nutrient loading to Rutherford Creek and alternatives to discharge to the Duck River will be investigated in order to assess the ability to further expand the existing wastewater treatment plant. Of note, TDEC has begun to implement its Nutrient Reduction Strategy and promulgate rulemaking associated with revised Fresh Water Nutrient Criteria / Ammonia toxicity rule, responding to USEPA initiatives. Both regulatory programs could affect the Spring Hill POTW due to its plant size and discharge stream classification, within the master planning horizon. No specific water quality or process modeling is proposed as part of initial master planning efforts, however, recent discharge monitoring reports (DMRs) – last 12-36 months – will be reviewed for general performance trends with commentary regarding the ability of the treatment processes to meet lower tiered TN and TP removal levels.

Solids processing at the City's wastewater treatment plant will be investigated. Sewer flows will be used to project the increase in volume of solids processing. The City's current terms of the contract which includes hauling sludge to a landfill will be reviewed. The City cost for disposal will be addressed to identify if other alternatives exist for further processing of the sludge to lower the disposal cost. Further processing options might include adding additional dewatering capability or further processing to Class B or Class A biosolids that would allow land disposal options to be selected at a significantly lower tipping fee. Additionally, nutrient re-

release can occur in certain solids processing environments, the initial assessment will include qualitative review of this issue, reviewing in-plant nutrient data if made available.

TASK 10 - DEVELOPMENT AND EVALUATION OF IMPROVEMENTS

Improvement recommendations will be developed to address the water and sewer system deficiencies as well as deficiencies at the water and wastewater treatment plants. Opportunities to integrate near-term projects into the long-range plan will be a key consideration in the analysis and recommendation of improvements.

Water and sewer system improvements (new facilities, replacement, rehabilitation and upgrades) will be identified using hydraulic model simulations to demonstrate the effect of the project and the ability to satisfy basic design criteria (storage tank overflow elevation, pump sizing, sewer system capacity, etc.).

Separate project descriptions will be prepared for each recommended improvement. Project recommendations will include the justification (nature of deficiency and impact on system), the benefits of the project improvement, a discussion of alternatives considered and the timing of implementation. With input from the City, the criteria used to evaluate improvements will be reviewed. These criteria may include documentation of the technical feasibility, benefits, present worth, capital and operating costs and environmental and community impacts. Improvements that satisfy multiple objectives will be given a higher ranking. Near-term improvements will be compared to long-term (build-out) improvements for compatibility. A map showing the existing system and proposed improvements will be developed to identify the location of each recommended project. This map along with a spreadsheet listing the timing of the improvements will be provided to the City for review.

TASK 11 - OPINIONS OF PROBABLE COST

A *Cost Model* will be developed to provide an “apples to apples” comparison of improvement alternatives from a financial standpoint using life-cycle costs. The cost model used for the Duck River Agency’s Maury County Regional Water Supply Feasibility Study will be used to develop cost comparisons and summary figures for capital, operating, and life-cycle costs. As with the cost model for the Maury County Regional Water Supply Feasibility Study, a copy of the completed model will be provided to the City for use without restrictions.

Recommend improvements will be identified in each of the three study areas (water system, wastewater collection system, and water and wastewater plants). The improvements will be ranked within each subject area based on priority and a proposed schedule will be provided. Opinions of probable cost will be developed for each recommendation, if applicable.

TASK 12 - DECISION SUPPORT SERVICES

A *Decision Support Model*, will be developed to compare economic and non-economic factors in the alternatives selection process. Metrics used for the comparison will be developed in collaboration with the City early in the study and may include:

- Reliability - adequate to meet or exceed the near term and future goals for reliability with a critical component out of service, etc.
- Capacity – ability to deliver or treat desired flows
- Water Quality – ability to meet current and anticipated future regulations
- Flexibility – ability to change course or retain options for further consideration
- Cost - construction, operating and present worth costs, as appropriate
- Ease of Implementation - the relative ease of implementing the proposed improvements on the desired schedule. This criterion would consider the potential that regulatory permitting, public acceptance, property acquisition, agreements with neighboring utilities, or constructability issues could delay implementation.

A summary matrix will be developed to compare alternatives based on the evaluation criteria. The comparison process will be used to develop a single score upon which to prioritize the projects or alternatives.

TASK 13 – PREPARE DRAFT REPORT

At the conclusion of the City’s Water and Sewer Capacity Study project, a comprehensive report will be completed which will include maps, charts, graphs, details and discussion on the various components of each applicable task and the findings. In general, the report shall list and give background information on the City’s water system, sewer collection system, and water and wastewater treatment plants.

TASK 14 - PROGRESS MEETINGS AND WORK SESSIONS

A combination of progress meetings, work sessions and briefings will be held to facilitate decision making during the project. Work sessions will be conducted at the following key points in the project to reach consensus from the City and the project team before proceeding:

- Work Session No. 1 – Strategic Planning
- Work Session No. 2 – Data Review
- Work Session No. 3 – Phase 1 Results/Phase 2 Scoping
- Work Session No. 4 – Evaluating Alternatives
- Work Session No. 5 – Ranking and Recommendations
- Work Session No. 6 – Conclusions

The above-mentioned meetings will provide step-by-step decisions, allowing ample communication with the City and well-informed decisions.

TASK 15 – FINAL REPORT AND DELIVERABLES

The deliverables to be submitted to the City include the following:

- Meeting minutes – Minutes from meetings with the City or other agencies will be prepared and submitted to the City within ten (10) days. The minutes will document meeting discussions as well as action items.
- Final Report – The final report will incorporate the City’s comments on the draft report and will clearly present the criteria used to evaluate the water and sewer system needs; current and future water demands and wastewater flows; and proposed water and sewer improvements (location, capacity, design considerations, and cost). The estimated cost for design and construction of the improvements will be identified.
- Data Binder – An indexed data binder will be submitted and will include the Final Report as well as information used to develop input data for the models, calibration results and other relevant calculations, tables and figures, pump curves, final computer output, reproducible note diagrams, and balance-loss work sheets.
- Other Work Products – Digital copies of work products will be provided to the City, including Excel spreadsheets, GIS products, and water and sewer models.

TASK 16 – WATER AND SEWER MODEL TRAINING

Training for City staff will be provided and will include 16 hours of onsite classroom training on both the water model software and the sewer model software (16 hours total) at the City’s desired training location. The following outline is proposed for a 16 hour training program:

- Four (4) hours of training to cover “how to push the buttons” for both water and sewer systems.
- Four (4) hours of training on the “model build” process to cover both water and sewer systems.
- Four (4) hours of training on field services and model calibration.
- Two (2) hours on scenario management and model maintenance.
- Two (2) hours on modules and other features.

It is assumed that computers and facilities will be provided by the training participants and that training will occur subsequent to calibration of the water and sewer models.

TASK 17 - PROJECT MANAGEMENT AND ADMINISTRATION

General project management and administrative duties associated with the project may include the following:

- Monitoring progress, scheduling, general correspondences, and administrative support
- Maintaining a secure project website
- Preparing for and conducting meetings
- Preparing and submitting progress reports to the City on a monthly basis
- Scheduling and presiding over progress meetings with City personnel held on a monthly basis by conference call and in person (assume three (3) progress meetings will be held during the periods between the work sessions)
- Preparing agendas and distributing minutes of the meeting.

Water and Sewer Capacity Study Spring Hill, Tennessee																	
Tasks	Officer, Program Director	Managing Engineer, Managing Scientist, Project Manager 2, Sr. Technical Director	Managing Engineer, Managing Scientist, Project Manager 1, Technical Director	Managing Associate, Project Technical Associate, Eng/Sci/Arch 3	Sr. Project Engineer, Sr. Project Designer, Sr. Project Scientist, Sr. Design, Sr. Engineer	Project Engineer, Project Scientist, Project Designer, Eng/Sci/Arch 2	Design Engineer, Designer, Eng Tech 3	Staff Engineer, Staff Scientist, Staff Designer, Eng/Sci/Arch 1, Admin 3	Design Drafter, Technician, Sr. Division Secretary, Office Administrator	Technical Drafter, Regional Office Secretary, Project Controls Admin	Total Hours	Total Labor Cost	Expenses	Total Labor Plus Expenses	Task Totals	Year 1	Year 2
Task 1 - Data Collection															\$ 9,471		
Prepare memorandum documenting data request to City and coordinate data collection	1	1	1		8						11	\$ 1,830		\$ 1,830			\$ 1,830
Conduct interviews with City staff at kickoff meeting and prepare minutes from interviews	4	4	4		8						20	\$ 3,636		\$ 3,636			\$ 3,636
Review planning and design criteria and guidelines		2	2		12						16	\$ 2,618		\$ 2,618			\$ 2,618
Define techniques for cost estimating		2	2		4						8	\$ 1,378		\$ 1,378			\$ 1,378
Task 2 - Water Demand and Sewer Flow Projections															\$ 5,887		
Develop water demands and assign water demands to nodes using meter shapefile data			2		2	16					20	\$ 2,832		\$ 2,832			\$ 2,832
Develop water and sewer flow schematics for current and future conditions			1		1	4			4		10	\$ 1,140		\$ 1,140			\$ 1,140
Develop diurnal demand curves			1		2	4					7	\$ 1,031		\$ 1,031			\$ 1,031
Define sewerhed boundaries and prepare mapping					4				4		8	\$ 884		\$ 884			\$ 884
Task 3 - Software Selection															\$ 2,480		
Prepare matrix comparing software alternatives					4						4	\$ 620		\$ 620			\$ 620
Coordinate meeting with software vendors and assist City with recommendation					12						12	\$ 1,860		\$ 1,860			\$ 1,860
Task 4 - Water Distribution System Model Development															\$ 7,401		
Develop water system model		2	4			32			2		40	\$ 5,600		\$ 5,600			\$ 5,600
Check and revise connectivity of water model						8					8	\$ 1,080		\$ 1,080			\$ 1,080
C-factor assignments for piping			1			2					3	\$ 451		\$ 451			\$ 451
Elevation and data checks						2					2	\$ 270		\$ 270			\$ 270
Task 5 - Sanitary Sewer System Model Development															\$ 6,486		
Develop sewer system model			4			32					36	\$ 5,044		\$ 5,044			\$ 5,044
Check and revise connectivity of sewer model			2			8					10	\$ 1,442		\$ 1,442			\$ 1,442
Task 6 - Field Services															\$ 140,340		
Identify sites and prepare mapping for fire hydrant flow tests (50 sites) and pressure monitors (8 sites)			1			8					9	\$ 1,261		\$ 1,261			\$ 1,261
Install pressure monitors on fire hydrants (assume 8 sites for 5 days)								16			16	\$ 1,520		\$ 1,520			\$ 1,520
Conduct fire hydrant flow tests (50 sites)								80			80	\$ 7,600	\$ 1,000	\$ 8,600			\$ 8,600
Prepare tables and figures for fire hydrant flow tests			1			16					17	\$ 1,701		\$ 1,701			\$ 1,701
Review as-built drawings for manhole inverts not included in GIS				2		24					26	\$ 2,604		\$ 2,604			\$ 2,604
Identify manholes for collection of invert data and condition assessment				1		8					9	\$ 922		\$ 922			\$ 922
Conduct site visits to manholes to collect data (assume approximately 50 manholes or 1% of total)						80					80	\$ 7,600	\$ 1,000	\$ 8,600			\$ 8,600
Tabulate invert and condition assessment results of site visits to manholes						8					8	\$ 760		\$ 760			\$ 760
Conduct spot checks on rim elevations						2					2	\$ 190		\$ 190			\$ 190
Review GIS mapping and identify locations for flow meters (assume 11 sites)		2		2		28		28			60	\$ 5,620		\$ 5,620			\$ 5,620
Evaluate temporary versus permanent flow meters		2		16							18	\$ 2,988		\$ 2,988			\$ 2,988
Install flow meters (assume temporary meters at 11 sites for 2 months)		2		4				38	38		82	\$ 7,694	\$ 50,000	\$ 57,694			\$ 57,694
Conduct flow monitoring (assume temporary meters at 11 sites for 2 months)				16				144	144		304	\$ 27,792	\$ 2,000	\$ 29,792			\$ 29,792
Review and analyze data				4	88			40			132	\$ 18,088		\$ 18,088			\$ 18,088
Task 7 - Water and Sewer Model Calibration															\$ 19,332		
Set up model calibration runs		2		40							42	\$ 6,876		\$ 6,876			\$ 6,876
Conduct model calibration runs and review results		2		40							42	\$ 6,876		\$ 6,876			\$ 6,876
Prepare tables and figures showing results of model calibration		2		32							34	\$ 5,580		\$ 5,580			\$ 5,580
Task 8 - Identification of Water and Sewer System Deficiencies															\$ 13,168		
Conduct modeling runs to identify system deficiencies			2	40							42	\$ 6,842		\$ 6,842			\$ 6,842
Prepare descriptions of system deficiencies			2	32							34	\$ 5,546		\$ 5,546			\$ 5,546
Prepare mapping to identify the location of system deficiencies				4						2	6	\$ 780		\$ 780			\$ 780
Task 9 - Water and Wastewater Treatment Plants															\$ 71,712		
Conduct facility assessments to water and wastewater treatment plants	8	8	16		16						48	\$ 8,720		\$ 8,720			\$ 8,720
Water supply and treatment alternatives analysis	8	8	16		40						72	\$ 12,440		\$ 12,440			\$ 12,440
Review previous studies and investigate nutrient loading		24		80	40			40			184	\$ 27,712		\$ 27,712		\$ 4,500	\$ 23,212
Investigate solids processing alternatives		24		64	40			16			144	\$ 22,840		\$ 22,840		\$ 4,500	\$ 18,340
Task 10 - Development and Evaluation of Improvements															\$ 54,774		
Develop alternatives to address identified deficiencies		8	8	8	80						104	\$ 16,728		\$ 16,728			\$ 16,728
Conduct analyses to demonstrate ability of improvements to satisfy criteria		8	8	8	80						104	\$ 16,728		\$ 16,728			\$ 16,728
Develop project description for each improvement		8	8	8	64						88	\$ 14,248		\$ 14,248			\$ 14,248
Prepare mapping to identify location of improvements			2		12					8	22	\$ 2,750		\$ 2,750			\$ 2,750
Define timing for implementation of improvements based on deficiency		4	4	2	16						26	\$ 4,320		\$ 4,320			\$ 4,320
Task 11 - Opinions of Probable Cost															\$ 16,848		
Develop cost model for evaluating alternatives		2	4	4	16						22	\$ 3,600		\$ 3,600			\$ 3,600
Develop capital costs for improvements	2	4	8	4	64						82	\$ 13,248		\$ 13,248			\$ 13,248
Task 12 - Decision Support Services															\$ 10,724		
Develop criteria for comparison of alternatives	1	1	2		4						8	\$ 1,400		\$ 1,400			\$ 1,400
Prepare evaluation matrix for comparison of alternatives		8	8		32				2		50	\$ 8,124		\$ 8,124			\$ 8,124
Prioritize projects based on scoring		2	2		2				2		8	\$ 1,200		\$ 1,200			\$ 1,200
Task 13 - Prepare Draft Report															\$ 21,480		
Prepare draft report	4	24	24		64					24	140	\$ 21,480		\$ 21,480			\$ 21,480
Task 14 - Progress Meetings and Work Sessions															\$ 37,056		
Work Session No. 1 - Strategic Planning	8		16								24	\$ 4,656		\$ 4,656			\$ 4,656
Work Session No. 2 - Data Review	8		16						4		28	\$ 4,920		\$ 4,920			\$ 4,920
Work Session No. 3 - Deficiencies	8		24		8				4		44	\$ 7,608		\$ 7,608			\$ 7,608
Work Session No. 4 - Evaluating Alternatives	8		24		8				4		44	\$ 7,608		\$ 7,608			\$ 7,608
Work Session No. 5 - Ranking and Recommendations	8		24		8				4		44	\$ 7,608		\$ 7,608			\$ 7,608
Work Session No. 6 - Conclusions	8		16								24	\$ 4,656		\$ 4,656			\$ 4,656
Task 15 - Final Report and Deliverables															\$ 18,690		
Prepare meeting minutes			16		16						32	\$ 5,376		\$ 5,376			\$ 5,376
Revise draft report based on comments from City		4			16				4		28	\$ 4,260		\$ 4,260			\$ 4,260
Prepare final report			2		8				4		14	\$ 1,866		\$ 1,866			\$ 1,866
Prepare data binder			4		40				4		48	\$ 7,188		\$ 7,188			\$ 7,188
Task 16 - Water and Sewer Model Training															\$ 9,222		
Preparation for training, travel and training logistics, coordination with City			2		16						18	\$ 2,842	\$ 800	\$ 3,642			\$ 3,642
Model introduction					8						8	\$ 1,240		\$ 1,240			\$ 1,240
Model build process					8						8	\$ 1,240		\$ 1,240			\$ 1,240
Field services and model calibration					8						8	\$ 1,240		\$ 1,240			\$ 1,240
Scenario management and model maintenance					8						8	\$ 1,240		\$ 1,240			\$ 1,240
Discussion of modules and other features					4						4	\$ 620		\$ 620			\$ 620
Task 17 - Program management and administration															\$ 20,308		
General program management services (scheduling, progress reports, etc.)		40	40								80	\$ 15,160		\$ 15,160		\$ 7,580	\$ 7,580
Attend meetings (3) with City and stakeholders		12	12								24	\$ 4,548	\$ 600	\$ 5,148		\$ 2,574	\$ 2,574
Project Totals	76	212	340	407	871	116	0	540	212	74	2848	\$ 409,979	\$ 55,400	\$ 465,379	\$ 465,379	\$ 249,623	\$ 215,756

Hourly Billing Rates (2016)

\$220	\$198	\$181	\$162	\$155	\$135	\$115	\$95	\$80	\$66
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Note: Estimate based on Hourly

STAFF DISCUSSION ITEMS



June 9, 2016

Mr. Ben Jordan
State of Tennessee
Department of Transportation
6601 Centennial Boulevard 3rd Floor
Nashville, TN 37243-0360

RE: 16-17 Bridge Grant Program – Bridge No. 600A1220003

Mr. Jordan,

The City of Spring Hill would like to replace a bridge on John Lunn Road over Aenon Creek for the fiscal year 2016-2017 under the Bridge Grant Program. The specific details of the bridge are as follows.

Road Name: John Lunn Road
Crossing: Aenon Creek
Bridge No.: 600A1220003
Bridge Location: 60-0B561-00.57
Year Built: 1964

If you concur with our request, please initiate the necessary applications.

Sincerely,

Tom Wolf
City Engineer

**Supplemental
Documents
Staff Associated
TDOT Bridge Grant
Program Opportunity
Aenon Creek**

Discussion Item
Cut through traffic
Through Cobblestone
Subdivision

Discussion item
Future Water Meter
Program

ORDINANCE NO. 16-14

AN ORDINANCE LEVYING A PRIVILEGE TAX UPON THE OCCUPANCY IN ANY HOTEL OR MOTEL OR ANY PLACE IN WHICH ROOMS, LODGING OR ACCOMMODATIONS ARE FURNISHED TO TRANSIENTS FOR CONSIDERATION

WHEREAS, Public Chapter 890 amending Tenn. Code Ann. §67-4-1425 authorizes the City of Spring Hill the right to levy by Ordinance a hotel/motel tax with home rule in accordance with the Tennessee Constitution, Article XI, Section 9; and

WHEREAS, the City of Spring Hill deems it to be in the best interest of the City to have such a tax.

NOW, THEREFORE, BE IT HEREBY ORDAINED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, as follows:

Section 1. Definitions.

As used in this Ordinance:

(1) “Consideration” means the consideration charged, whether or not received, for the occupancy in a hotel valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits, property and services of any kind or nature without any deduction therefrom whatsoever;

(2) “Hotel” means any structure or space, or any portion thereof, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist camp, tourist cabin, motel or any place in which rooms, lodgings or accommodations are furnished to transients for consideration;

(3) “Occupancy” means the use or possession, or the right to the use or possession, of any room, lodgings or accommodations in any hotel;

(4) “Operator” means the person operating the hotel whether as owner, lessee or otherwise;

(5) “Person” means any individual, firm partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit; and

(6) “Transient” means any person who exercises occupancy or is entitled to occupancy of any rooms, lodgings or accommodations in a hotel for a period of less than thirty (30) continuous days.

Section 2. Permit Required. No person will conduct, keep, manage, operate or cause to be conducted kept, managed or operated, either as owner, lessor, agent or attorney, any hotel in the city without having obtained a permit for same from the City Administrator or his designee.

Section 3. Fee. The fee for each hotel permit will be Twenty-Five Dollars (\$25.00).

Section 4. Not Transferable. No permit issued under this ordinance shall be transferred or assigned.

Section 5. Duration. Hotel permits shall be issued annually and shall expire on the last day of December of each year.

Section 6. Register Required; Availability for Inspection. Every person to whom a permit is issued under this Ordinance shall at all times keep a standard hotel register, in which shall be inscribed the names of all guests renting or occupying rooms in his hotel. Such register shall be signed in every case by the person renting a room or by someone under his direction, and after registration is made and the name of the guest is inscribed as herein provided, the manager shall write the number of the room such guest is to occupy, together with the time such room is rented, before such person is permitted to occupy such room. The register shall be open to inspection at all times to the City Administrator or his designee.

Section 7. Rooms to be Numbered. Each sleeping room and apartment in every hotel in the City shall be numbered in a plain and conspicuous manner. The number of each room shall be placed on the outside of the door of such room, and no two (2) doors shall bear the same number.

Section 8. Privilege tax levied; use.

(A) Pursuant to the provisions of Tenn. Code Ann. §67-4-1401, *et seq.* and specifically Tenn. Code Ann. §67-4-1425, as amended by Public Chapter 890, there is hereby levied a privilege of occupancy tax in any hotel of each transient. From and after the operative date of this ordinance the rate of the levy shall be three percent (3%) of the consideration charged by the operator. This privilege tax shall be collected pursuant to and subject to the provisions of state law. The City Administrator or his designee shall be designated the authorized collector to administer and enforce this Ordinance.

(B) The proceeds received from this tax shall be available for the City's general fund and dedicated solely for tourism development within the City of Spring Hill. Proceeds of this tax shall not be used to provide a subsidy in any form to any hotel.

Section 9. Payment of the Tax. Payment of the tax by the hotel to the city shall be no later than the 20th day of each month for the preceding month.

Section 10. Compensation to the Hotel. The hotel may deduct two percent (2%) from the amount paid to the City.

Section 11. Interest and penalty for late payment. The hotel operator is responsible for paying interest on delinquent taxes, from the due date at the rate of twelve percent (12%) per annum, plus a penalty of one percent (1%) for each month or fraction thereof such taxes are delinquent.

Section 12. Records requirement. The hotel operator shall maintain such records as may be necessary to determine the amount of such tax for which the operator may have been liable for the collection of taxes for three (3) years thereafter, with the right of inspection by the City.

Section 13. Ordinances in conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 14. This Ordinance shall take effect from and after its adoption by two-thirds ($\frac{2}{3}$) vote of the Board of Mayor and Aldermen at two (2) consecutive regularly scheduled meetings, the public welfare requiring it.

PASSED AND ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE, this, the _____ day of _____, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

Passed on First Reading _____

Passed on Second Reading _____

PREVIOUS BUSINESS

Ordinance 16-10

(PUD 81-2015)

Ordinance 16-10, to approve Planned Unit Development for property located at 3357 Denning Lane. (*Deferred by the Planning Commission on June 13, 2016*) Dara Sanders, City Planner



(Ordinance to be submitted after Planning Commission recommendation)

Supplemental Documents

Previous Business Ordinance 16-10

Ordinance 16-12

(PUD 199-2016)

Ordinance 16-12, to approve Planned Unit Development for property located on Beechcroft Road and Cleburne. (*Deferred by the Planning Commission on June 13, 2016*) Dara Sanders, City Planner



(Ordinance to be submitted after Planning Commission recommendation)

Supplemental Documents

Previous Business Ordinance 16-12

NEW BUSINESS

RESOLUTION 16-84

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A NON-BINDING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SPRING HILL, TENNESSEE, AND SPRING HILL LITTLE LEAGUE

WHEREAS, the City of Spring Hill, Tennessee (“City”) desires to enter into a Non-Binding Memorandum of Understanding with Spring Hill Little League (“SHLL”) (an exemplar of which is attached hereto) regarding developing a permanent home to centrally locate SHLL to serve the children and residents of Spring Hill; and

WHEREAS, the City currently leases property adjacent to the Spring Hill Elementary School (“North Complex”) from the Maury County Board of Education;

WHEREAS, the City has subleased the North Complex to SHLL over the same period of time;

WHEREAS, SHLL has improved, at its own expense, the North Complex over the period of its occupancy with baseball fields, related facilities and improvements;

WHEREAS, General Motors (“GM”) has permitted SHLL, pursuant to a use agreement, to use GM’s baseball fields located adjacent to its Spring Hill manufacturing facility (the “South Complex”) since 2011 with SHLL responsible for all maintenance and all improvements to same;

WHEREAS, despite having two locations for baseball, SHLL owns neither and a larger, central location is desired by SHLL in order to sustain and grow the sport of baseball among children in the Spring Hill community;

WHEREAS, the City and SHLL have a vested interest in supporting families, children and recreation in the Spring Hill community;

WHEREAS, GM is expected to close the South Complex in or about the Spring of 2017 in order to accommodate a proposed extension of Saturn Parkway to Beechcroft Road by the Tennessee Department of Transportation;

WHEREAS, representatives of the City and SHLL have informally met to discuss solutions to the displacement of SHLL from the South Complex and the inadequacy of the North Complex to accommodate all SHLL functions;

WHEREAS, the City owns approximately 19.78 acres located off Derryberry Lane, more fully described in Exhibit C attached hereto (“Derryberry Lane property”) that it desires to serve a recreational purpose for the Spring Hill Community;

WHEREAS, the City believes it is in the manifest best interest of all involved, including the residents of Spring Hill, to support SHLL in developing a permanent home to centrally locate SHLL that shall be developed and maintained by SHLL to serve the children and residents of Spring Hill;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Mayor and Aldermen that the Mayor is authorized to enter into and execute a Non-Binding Memorandum of Understanding on behalf of the City with SHLL in the form that is substantially similar to the exemplar attached.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the _____ day of _____, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

**NON-BINDING MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SPRING HILL, TENNESSEE (“THE CITY”)
AND
SPRING HILL LITTLE LEAGUE (“SHLL”)
(COLLECTIVELY AS “PARTIES”)**

This Non-Binding Memorandum of Understanding (“MOU”) is dated _____, 2016, memorializing the good faith agreement of even date by and among the Parties hereto.

WHEREAS, the City has leased property adjacent to the Spring Hill Elementary School (“North Complex”) from the Maury County Board of Education since approximately _____. (See Lease attached as Exhibit A);

WHEREAS, the City has subleased the North Complex to SHLL over the same period of time (see Sublease attached as Exhibit B);

WHEREAS, SHLL has improved, at its own expense, the North Complex over the period of its occupancy with baseball fields, related facilities and improvements;

WHEREAS, General Motors (“GM”) has permitted SHLL, pursuant to a use agreement, to use GM’s baseball fields located adjacent to its Spring Hill manufacturing facility (the “South Complex”) since 2011 with SHLL responsible for all maintenance and all improvements to same;

WHEREAS, despite having two locations for baseball, SHLL owns neither and a larger, central location is desired by SHLL in order to sustain and grow the sport of baseball among children in the Spring Hill community;

WHEREAS, the City and SHLL have a vested interest in supporting families, children and recreation in the Spring Hill community;

WHEREAS, GM is expected to close the South Complex in or about the Spring of 2017 in order to accommodate a proposed extension of Saturn Parkway to Beechcroft Road by the Tennessee Department of Transportation;

WHEREAS, the Parties have met to discuss solutions to the displacement of SHLL from the South Complex and the inadequacy of the North Complex to accommodate all SHLL functions;

WHEREAS, the City owns approximately 19.78 acres located off Derryberry Lane, more fully described in Exhibit C attached hereto (“Derryberry Lane property”) that it desires to serve a recreational purpose for the Spring Hill Community;

WHEREAS, the Parties, believe it is in the manifest best interest of all involved, including the residents of Spring Hill, to support SHLL in developing a permanent home to centrally locate SHLL that shall be developed, owned and maintained by SHLL to serve the children and residents of Spring Hill;

Given the foregoing, the Parties agree as follows, to-wit:

1. This is not a binding contract and shall not be interpreted, treated and/or referred to as such.
2. SHLL agrees to a termination of its sublease with the City with regards to the North Complex and shall, therefore, abandon all improvements and associated facilities at the North Complex therewith. It is understood the City anticipates utilizing the North Complex thereafter for public recreational purposes. The City shall endeavor to time the termination of the SHLL sublease of the North Complex after SHLL has secured replacement facilities for SHLL contemplated herein.
3. The City shall deed the Derryberry Lane property to SHLL for use by SHLL to develop and construct baseball fields and related facilities thereon at the sole cost of SHLL. SHLL shall thereafter be responsible for all improvements, maintenance and expense associated with said property. Said deed shall be subject to a reversionary interest to the City if SHLL fails to initiate development of the property into the herein-described baseball park, which shall include, but not be limited to the following improvements:

by January 1, 2018.

IN ACKNOWLEDGMENT HEREOF, the Parties hereto have executed this non-binding MOU on the day and year first above written.

CITY OF SPRING HILL, TENNESSEE

By:_____

SPRING HILL LITTLE LEAGUE

By:_____

SUBJECT: Appeal for 4355 Tom Lunn Road (NCP 190-2016)

DATE: July 5, 2016

ATTENTION: Board of Mayor and Aldermen (BOMA)

DEPARTMENT HEAD: Dara Sanders, Planning Director



STAFF MEMORANDUM

Request: On June 13, 2016, the Planning Commission approved a neighborhood concept plan application for the subject property (4355 Tom Lunn Road) with conditions of their approval requiring revisions to be incorporated at the time of preliminary plat application.

Attached to this memo are the staff report, the submitted neighborhood concept plan, the draft meeting minutes (based on the meeting recording), and the City's subdivision regulations pertaining the Planning Commission requirements being appealed.

SHAW ENTERPRISES LLC
PO BOX 8081
COLUMBIA, TN 38402
931-381-3881
6/22/2016

Spring Hill Board of Mayor and Alderman
199 Town Center Parkway
Spring Hill, TN 37174

This letter is being sent to formally start the appeal process for the Planning Commission ruling for The Cove @ Spring Hill subdivision on June 13, 2016 Agenda Item NCP190-2016.

At this meeting the Planning Commission voted to approve NCP190-2016 with the following conditions:

1. All streets would be 24 feet wide vs 22 feet wide, which is 2 feet wider than the normal requirement for ALL other subdivisions.
2. The Planning Commission also voted to require sidewalks on both sides of the street. In all previous meetings with Staff and at Planning Commission work session, we had presented sidewalks on one side only with no remarks to the contrary.

We feel the extremely low density we are proposing (1.03 units per acre) with home sites 95 feet wide, that sidewalks on one side are more than sufficient for the upscale, all brick neighborhood we are developing. Given the terrain of this project, we feel that this much additional concrete is actually a detriment to the overall appearance of the neighborhood.

Both of the items outlined above will add tremendous costs to this project, at a point in time where we were negotiating our intention to potentially dedicate 32 acres to the City of Spring Hill for park expansion.

We feel the actions of the Planning Commission on 6-13-16 were capricious and arbitrary. We also ask for your consideration to revise their decision to coincide with original Staff Recommendations to have 22 feet of pavement and sidewalks on one side only.

Thank you, in advance, for your prompt consideration of this appeal.



Randall Shaw

Spring Hill Planning Commission



TO: Spring Hill Planning Commission
FROM: Dara Sanders, Planning Director
MEETING: June 13, 2016
SUBJECT: NPC 190-2016 (The Cove)

NCP 190-2016: Submitted by Ragan-Smith for The Cove located at 4355 Tom Lunn Rd. The property is zoned R-2, Medium Density District and contains approximately 91.20 acres. The applicant requests Neighborhood Concept Plan approval for 94 single family residential lots.

Property description and history: This undeveloped property is located northwest of the intersection of Tom Lunn Road and Port Royal Road. A creek traverses along the southern property line. The majority of the surrounding properties are developed for low-density single-family residences or are used for agricultural purposes, with exception of Port Royal Park located south of the subject property.

Request: The applicant requests neighborhood concept plan approval for 94 single-family dwellings.

Bulk and area requirements: The applicant has not submitted sufficient information indicating that the proposed 94 lots meet the minimum bulk and area requirements identified on the plat. Approval of the neighborhood concept plan does not relieve the applicant/developer of the zoning ordinance requirements. At the time of site plan application, the applicant will be required to verify compliance with all zoning ordinance requirements.

Streets and sidewalk: Tom Lunn Road is designated as Local street in the Major Thoroughfare Plan, which requires a minimum of 50 feet of right-of-way. Pursuant to the requirements of the City's zoning ordinance for a neighborhood concept plan, the applicant is required to identify and delineate all existing conditions of the property's frontage along the public street. **Prior to the submittal of a preliminary plat application, the neighborhood concept plan shall be updated to delineate the existing and Major Thoroughfare Plan rights-of-way from centerline.**

The Major Thoroughfare Plan identifies a new Collector street in the area. New streets identified in the Major Thoroughfare Plan are intended to be general locations, not exact locations. Based on discussions between the Planning Director, Infrastructure Director, and the applicant, consideration of upgrading Tom Lunn Road to a Collector is recommended due to existing surrounding conditions, including a significant TVA easement, substantial floodplain area, and the creek location and configuration.

The applicant proposes to provide one street connection to Tom Lunn Road. No other street connections are proposed.

Bicycle and Greenway Plan: Tom Lunn Road is designated as a bike lane route. Again, the Bicycle and Greenway Plan is intended to identify the general location of bicycle and pedestrian facilities, and the exact location must be worked out at the time of development or City's construction of facilities. Since the Planning Commission work session, the applicant has submitted a request to the Board of Mayor and Aldermen (BOMA) to dedicate 32.89 acres of floodplain and floodway to the City in-lieu of construction or participation in the bicycle and pedestrian facilities recommended by the Bicycle and Greenway Plan. Staff has recommended a condition addressing this proposal and an alternative should the BOMA not approve the request.

Recommendation: Staff recommends approval of the request, subject to the following conditions of approval:

1. Neighborhood concept plan approval shall remain valid for a period of three (3) years, during which time a preliminary plat application shall be submitted in accordance with the approved plan and all associated conditions.

2. Modification to the neighborhood concept plan may require Planning Commission approval prior to submittal of a preliminary plat application.
3. At the time of preliminary plat application, the applicant shall be assessed a fee in-lieu of street improvements to Tom Lunn Road to include the cost of milling and overlay.
4. Right-of-way dedication along the property's frontage onto Tom Lunn Road shall reflect the minimum right-of-way requirements for a Collector street in the City's Major Thoroughfare Plan.
5. Prior to the submittal of a preliminary plat application, the applicant shall complete the park land dedication process. Should the Board of Mayor and Aldermen decide not to accept the proposed park land dedication, the Planning Commission may require construction of a pedestrian bridge and/or other facilities in accordance with the City's Bicycle and Greenway Plan.
6. Prior to the submittal of a preliminary plat application, the neighborhood concept plan shall be updated with a purpose note and to delineate the existing and Major Thoroughfare Plan rights-of-way from centerline

10. **NCP 190-2016:** Submitted by Ragan-Smith for The Cove located at 4355 Tom Lunn Rd. The property is zoned R-2, Medium Density District and contains approximately 91.20 acres. The applicant requests Neighborhood Concept Plan approval for 94 single family residential lots.

Staff Conditions:

1. Neighborhood concept plan approval shall remain valid for a period of three (3) years, during which time a preliminary plat application shall be submitted in accordance with the approved plan and all associated conditions.
2. Modification to the neighborhood concept plan may require Planning Commission approval prior to submittal of a preliminary plat application.
3. At the time of preliminary plat application, the applicant shall be assessed a fee in-lieu of street improvements to Tom Lunn Road to include the cost of milling and overlay.
4. Right-of-way dedication along the property's frontage onto Tom Lunn Road shall reflect the minimum right-of-way requirements for a Collector street in the City's Major Thoroughfare Plan.
5. Prior to the submittal of a preliminary plat application, the applicant shall complete the park land dedication process. Should the Board of Mayor and Aldermen decide not to accept the proposed park land dedication, the Planning Commission may require construction of a pedestrian bridge and/or other facilities in accordance with the City's Bicycle and Greenway Plan.
6. Prior to the submittal of a preliminary plat application, the neighborhood concept plan shall be updated with a purpose note and to delineate the existing and Major Thoroughfare Plan rights-of-way from centerline
7. Sidewalks will be install on both local streets and collector streets.

Brent Smith, Ragan-Smith, Associates, stated he was in agreement will all conditions.

Alderman Duda made a motion to amend **NCP 190-2016** item #5 on the staff conditions to replace submittal with approval and add condition #7 the addition of sidewalks on both sides of the street. Motion seconded by Commissioner Hairston. Motion passed 5/1

Tom Wolf, City Engineer, commented that a lot of our subdivision do extruded curb, the client's details shows an integral curb and gutter section. Mr. Smith stated they were doing extruded and they would follow the sub regulation on that. Mr. Wolf also asked that Mr. Smith adjust the cross section detail. Mr. Smith agreed to that.

Alderman Duda made clear that the minimum requirement is extruded and that poured and placed is acceptable. Mr. Wolf stated that it is acceptable but most of the subdivision now are going in with the extruded.

Alderman Duda stated we are permitting a lesser standard. Mr. Wolf stated that the one thing he would like to see is that our cross section shows 11 foot of pavement and a 2 foot curb and gutter with basically gives you an 18 inch driving surface. The extruded curb is about 12 inches front to back.

What Mr. Wolf would like to see, if they use the extruded in lieu of the integral curb and gutter, to go with a 12 foot driving range so that you put your back of curb, you back yard extruded at the back of the curb and gutter section bring it out and then it would give it an extra 1 foot of pavement on either side.

Mr. Smith stated, so 12 foot driving range extruded curb face to face of 24 feet. On the entrance where it is 30 feet, can we still keep that at 30 feet face to face. Mr. Wolf stated he would like to see that expanded too. He would prefer to see it go an extra foot on each side.

Alderman Duda made a motion to amend **NCP 190-2016** with staff conditions adding condition 8, Cross section with curbs extruded and add a foot of asphalt pavement on either side of it. Motion seconded by Commissioner Hairston. Motion passed 6/0.

Commissioner Schoenbrodt made a motion to strike condition #7. Motion seconded by Alderman Fitterer. Motion failed 4/2.

SITE DATA

PROPERTY INFORMATION
 STREET ADDRESS: 4355 TOM LUNN ROAD
 TAX MAP: 43
 PARCEL: 13
 SITE SIZE: 91.20 AC. (3,972,736 S.F.)
 PROPOSED USE: SINGLE FAMILY RESIDENTIAL
 EXISTING IMPERVIOUS AREA: 0.20% (7,860 S.F. / 3,972,736 S.F.)

ZONING INFORMATION
 ZONING CLASSIFICATION: R-2
 MIN. LOT AREA: 10,000 S.F.
 MIN. FRONT YARD: 30 FT
 MIN. SIDE YARD: 10 FT
 MIN. REAR YARD: 25 FT
 MIN. LOT WIDTH: 80 FT

OWNER/DEVELOPER
 SHAW ENTERPRISES, LLC
 RANDALL SHAW
 P.O. BOX 8081
 COLUMBIA, TN 38402
 (931) 381-3881
 RRSRAW11@AOL.COM

LANDSCAPE ARCHITECT
 RAGAN SMITH ASSOCIATES
 BRETT SMITH, R.L.A., AICP
 315 WOODLAND STREET
 NASHVILLE, TN 37206
 (615) 244-8591
 BSMITH@RAGANSMITH.COM

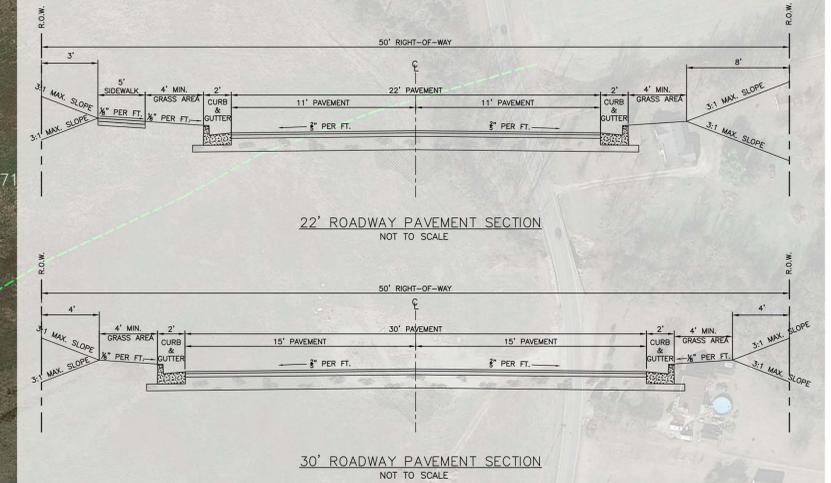
PROPOSED DEVELOPMENT
 NUMBER OF LOTS: 94
 LOT AREA: 17,100 S.F. (95' x 180') (TYP.)
 DENSITY: 1.03 DU/AC (94 LOTS / 91.20 AC.)
 OPEN SPACE: 42.70% (1,696,528 S.F. / 3,972,736 S.F.)

FLOOD INFORMATION
 FEMA MAP #: 47119C0185E
 EFFECTIVE DATE: APRIL 16, 2007

NOTE:
 1. ALL TREES SHOWN ON THIS PLAN ARE THOSE TREES 18" OR GREATER TO BE RETAINED. TREE SURVEY PROVIDED BY WES ENGINEERS & SURVEYORS, MAY 4, 2016.
 2. A 20' PUBLIC ACCESS EASEMENT ADJACENT TO RUTHERFORD CREEK WILL BE PROVIDED ALONG THE TOP OF BANK.
 3. SIDEWALKS WILL ONLY BE PROVIDED ALONG ONE SIDE OF THE INTERNAL STREETS.

SLOPE ANALYSIS

20%-25%
 +25%



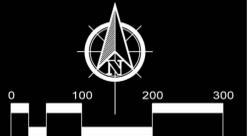
RAGAN SMITH

LAND PLANNERS • CIVIL ENGINEERS
 LANDSCAPE ARCHITECTS • SURVEYORS
 315 WOODLAND ST. P.O. BOX 60070
 NASHVILLE, TN 37206 PH (615) 244-8591
 FAX (615) 244-8739 WWW.RAGANSMITH.COM

JOB NO: 16-040
 DATE: 06-06-2016

The Cove at Spring Hill

Maury County, Spring Hill, Tennessee



LENGTH OF CUL-DE-SAC

	<u>RESIDENTIAL PUBLIC WAY</u>	<u>NON-RESIDENTIAL PUBLIC AND PRIVATE WAY</u>
Permanent	Serving no more than 14 dwelling units, and not exceeding 700 feet in length	
Pavement Diameter	Serving no more than 26 dwelling units and not exceeding 1,000 feet in length.	

Minimum Width of Roadway or Paved Area (in feet) Not Including Parking Requirements

	<u>RESIDENTIAL PUBLIC WAY</u>	<u>NON-RESIDENTIAL PUBLIC AND PRIVATE WAY</u>
	Ditch Section/Curb & Gutter/Extruded Curbs	Ditch Section/Curb & Gutter
MINOR/LOCAL (Urban and Rural)	22 (plus shoulders)	24 (plus shoulders)
COLLECTOR		
Urban 2 lane (with bike lane)	34	As determined by appropriate governmental representative
Urban 2 lane (without bike lane)	26	
Rural 2 lane	26 (plus bike lanes)	
Urban 3 lane	36	
Urban with median	40	
ARTERIAL		
Urban	36	As determined by appropriate governmental representative
Rural	36 (plus bike lanes)	

Pavement Crown

The paved surface shall slope downward from the centerline of the street outward to the edge of the paved surface on each side 2/5ths of an inch per foot.

5.9 Pedestrian and Alternative Ways

5.9.1 Sidewalk Requirements

Sidewalks shall be included within the dedicated, non-pavement right-of-way of all public ways classified as an arterial, collector, or minor public way as shown on the Official Spring Hill Major Thoroughfare Plan or as determined by the Planning Commission during the conceptual planning stage. Concrete curb and gutters or extruded concrete curbs are required for all public ways where sidewalks are to be constructed. Sidewalks shall be completed within all developments and subdivisions as approved by the Planning Commission, within five (5) years of the recording of the final plat for that particular phase/section of the development.

Sidewalks shall generally be required on both sides of a street, but the Planning Commission may waive requirements for sidewalks on one side of the minor streets based on densities of development, anticipated traffic volumes and street lengths and connections. Sidewalks shall also be installed along private roadways and developments as to allow the general public access to these sites and developments unless otherwise exempted by the Planning Commission on a case by case basis. Sidewalks shall be constructed of concrete or other masonry material (brick, stone, etc.) approved by the Planning Commission.

Sidewalk location, width and material shall be delineated on both the preliminary plat and the final plat. Wherever sidewalks are provided, the design guidelines, that follow, shall govern; additional construction details are provided in these regulations.

The minimum width of any sidewalk shall be 5-feet and shall meet all other Americans with Disabilities Act (ADA) standards including properly constructed handicap ramps with installation of truncated/bubble tread plate brick inserts constructed as part of the ramp. Concrete curbing widths will not be allowed to be considered part of the sidewalk width requirement. The curb of a curb and gutter section shall contain an expansion joint between the curb and the sidewalk. The expansion joint shall not be considered part of the sidewalk's required width.

<u>Class of Street Sidewalk Width</u>	<u>Residential Public Way</u>	<u>Non-Residential Public/Private Way</u>
Minor Public Way	5 feet wide	6 feet wide
Collector Public Way		
Arterial Public Way		

RESOLUTION 16-86

A RESOLUTION AUTHORIZING ACCEPTANCE OF OFFER OF DEDICATION OF ROAD RIGHTS-OF-WAY AND PUBLIC IMPROVEMENTS SHOWN ON THE EXISTING PLAT FOR WADES GROVE SECTION 3A

WHEREAS, John Maher Builders, Inc. has a recorded Final Plat for Wade's Grove Section 3A in Williamson County Plat Book P45, Page 18; and

WHEREAS, said Plat show public rights-of-way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill indicating that through inspections of the road rights-of-way, the design intent has been achieved; and

WHEREAS, the developer is required under Section VI, Section 6.3 of the Subdivision Regulations to submit an "as-built" survey of the public improvements including water, sewer and drainage; and

WHEREAS, on June 13, 2016, the City of Spring Hill Planning Commission recommended the Road Rights-of-Way and Public Improvements for Wade's Grove Section 3A be accepted; and

WHEREAS, the Board of Mayor and Aldermen deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the Road Rights-of-Way be accepted and the same become a part of the public street system of the City of Spring Hill.

NOW, THEREFORE BE IT RESOLVED, by the City of Spring Hill Board of Mayor and Aldermen that dedication and acceptance of Road Rights-of Way within Wade's Grove Section 3A as shown on the recorded plat is hereby approved.

Passed and adopted this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

**SUBJECT: Acceptance of Road ROW &
Public Improvements for Wade's Grove
Section 3A**

DATE: June 27, 2016

ATTENTION: Board of Mayor and Aldermen

STAFF: Thomas S. Wolf, City Engineer

U-3



STAFF MEMORANDUM

The purpose of this memo is to provide information regarding a resolution to accept and the dedication of road rights-of-way and public improvements for Wade's Grove Section 3A, as recommended by the Planning Commission.

Background:

The Planning Commission recommends accepting the road rights-of-way and public improvements for Wade's Grove Section 3A, per PC Resolution 16-40 passed by the Planning Commission on June 13, 2016. The one year for the maintenance bond has been fulfilled and City staff has issued certificates of satisfaction for this phase .

Staff Recommendation:

Staff recommends approval of the request.

**RESOLUTION 16-40 OF THE
PLANNING COMMISSION
OF THE CITY OF SPRING HILL, TENNESSEE**

**A RESOLUTION RECOMMENDING ACCEPTANCE AND DEDICATION OF ROAD
RIGHTS-OF-WAY AND PUBLIC IMPROVEMENTS SHOWN ON THE EXISTING
PLAT FOR
WADE'S GROVE SECTION 3A**

WHEREAS, John Maher Builders, Inc. has a recorded Final Plat for Wade's Grove Section 3A in Williamson County Plat Book P45, Page 18; and

WHEREAS, said Plat show Public Rights-of-Way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill indicating that through inspections of the Road Rights-of-Way, the design intent has been achieved; and

WHEREAS, the developer is required under Article III, Section 6.3 of the Subdivision Regulations to submit an "as-built" survey of the public improvements including water, sewer and drainage; and

WHEREAS, the Planning Commission deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the Road Rights-of-Way and Public Improvement's be accepted and the same become a part of the Public Street system of the City of Spring Hill; and

NO", THEREFORE BE IT RESOLVED, by the Spring Hill Planning Commission that dedication and acceptance of Road Rights-of Way and Public Improvements \vithin Wade's Grove Section 3A as shown on the recorded plat is hereby recommended to the Board of Mayor and Aldermen.

Passed and adopted this 13¹¹ day of June, 2016.



Paul Downing, Chairman

Dara Sanders, Secretary

RESOLUTION 16-XX

A RESOLUTION AUTHORIZING ACCEPTANCE OF OFFER OF DEDICATION OF ROAD RIGHTS-OF-WAY AND PUBLIC IMPROVMENTS SHOWN ON THE EXISTING PLAT FOR WADES GROVE SECTION 3A

WHEREAS, John Maher Builders, Inc. has a recorded Final Plat for Wade’s Grove Section 3A in Williamson County Plat Book P45, Page 18; and

WHEREAS, said Plat show public rights-of-way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill indicating that through inspections of the road rights-of-way, the design intent has been achieved; and

WHEREAS, the developer is required under Section VI, Section 6.3 of the Subdivision Regulations to submit an “as-built” survey of the public improvements including water, sewer and drainage; and

WHEREAS, on June 13, 2016, the City of Spring Hill Planning Commission recommended the Road Rights-of-Way and Public Improvements for Wade’s Grove Section 3A be accepted; and

WHEREAS, the Board of Mayor and Aldermen deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the Road Rights-of-Way be accepted and the same become a part of the public street system of the City of Spring Hill.

NOW, THEREFORE BE IT RESOLVED, by the City of Spring Hill Board of Mayor and Aldermen that dedication and acceptance of Road Rights-of Way within Wade’s Grove Section 3A as shown on the recorded plat is hereby approved.

Passed and adopted this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

SUBJECT: Acceptance of Road ROW & Public Improvements for Wade's Grove Section 3A

DATE: June 27, 2016

ATTENTION: Board of Mayor and Aldermen

STAFF: Thomas S. Wolf, City Engineer

TSW



STAFF MEMORANDUM

The purpose of this memo is to provide information regarding a resolution to accept and the dedication of road rights-of-way and public improvements for Wade's Grove Section 3A, as recommended by the Planning Commission.

Background:

The Planning Commission recommends accepting the road rights-of-way and public improvements for Wade's Grove Section 3A, per PC Resolution 16-40 passed by the Planning Commission on June 13, 2016. The one year for the maintenance bond has been fulfilled and City staff has issued certificates of satisfaction for this phase .

Staff Recommendation:

Staff recommends approval of the request.

**RESOLUTION 16-40 OF THE
PLANNING COMMISSION
OF THE CITY OF SPRING HILL, TENNESSEE**

**A RESOLUTION RECOMMENDING ACCEPTANCE AND DEDICATION OF ROAD
RIGHTS-OF-WAY AND PUBLIC IMPROVEMENTS SHOWN ON THE EXISTING
PLAT FOR
WADE'S GROVE SECTION 3A**

WHEREAS, John Maher Builders, Inc. has a recorded Final Plat for Wade's Grove Section 3A in Williamson County Plat Book P45, Page 18; and

WHEREAS, said Plat show Public Rights-of-Way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

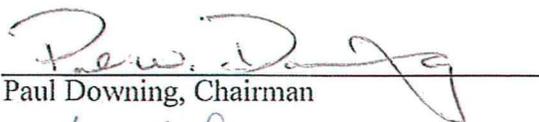
WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill indicating that through inspections of the Road Rights-of-Way, the design intent has been achieved; and

WHEREAS, the developer is required under Article III, Section 6.3 of the Subdivision Regulations to submit an "as-built" survey of the public improvements including water, sewer and drainage; and

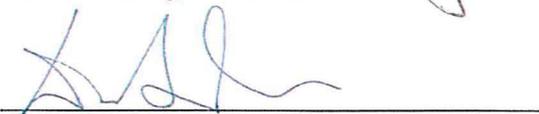
WHEREAS, the Planning Commission deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the Road Rights-of-Way and Public Improvement's be accepted and the same become a part of the Public Street system of the City of Spring Hill; and

NOW, THEREFORE BE IT RESOLVED, by the Spring Hill Planning Commission that dedication and acceptance of Road Rights-of Way and Public Improvements within Wade's Grove Section 3A as shown on the recorded plat is hereby recommended to the Board of Mayor and Aldermen.

Passed and adopted this 13th day of June, 2016.



Paul Downing, Chairman



Dara Sanders, Secretary

RESOLUTION 16-87

A RESOLUTION AUTHORIZING ACCEPTANCE OF OFFER OF DEDICATION OF ROAD RIGHTS-OF-WAY AND PUBLIC IMPROVMENTS SHOWN ON THE EXISTING PLAT FOR WADES GROVE SECTION 3B

WHEREAS, John Maher Builders, Inc. has a recorded Final Plat for Wade’s Grove Section 3B in Williamson County Plat Book P48, Page 76; and

WHEREAS, said Plat show public rights-of-way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill indicating that through inspections of the road rights-of-way, the design intent has been achieved; and

WHEREAS, the developer is required under Section VI, Section 6.3 of the Subdivision Regulations to submit an “as-built” survey of the public improvements including water, sewer and drainage; and

WHEREAS, on June 13, 2016, the City of Spring Hill Planning Commission recommended the Road Rights-of-Way and Public Improvements for Wade’s Grove Section 3B be accepted; and

WHEREAS, the Board of Mayor and Aldermen deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the Road Rights-of-Way be accepted and the same become a part of the public street system of the City of Spring Hill.

NOW, THEREFORE BE IT RESOLVED, by the City of Spring Hill Board of Mayor and Aldermen that dedication and acceptance of Road Rights-of Way within Wade’s Grove Section 3B as shown on the recorded plat is hereby approved.

Passed and adopted this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

RESOLUTION 16-XX

A RESOLUTION AUTHORIZING ACCEPTANCE OF OFFER OF DEDICATION OF ROAD RIGHTS-OF-WAY AND PUBLIC IMPROVMENTS SHOWN ON THE EXISTING PLAT FOR WADES GROVE SECTION 3B

WHEREAS, John Maher Builders, Inc. has a recorded Final Plat for Wade’s Grove Section 3B in Williamson County Plat Book P48, Page 76; and

WHEREAS, said Plat show public rights-of-way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill indicating that through inspections of the road rights-of-way, the design intent has been achieved; and

WHEREAS, the developer is required under Section VI, Section 6.3 of the Subdivision Regulations to submit an “as-built” survey of the public improvements including water, sewer and drainage; and

WHEREAS, on June 13, 2016, the City of Spring Hill Planning Commission recommended the Road Rights-of-Way and Public Improvements for Wade’s Grove Section 3B be accepted; and

WHEREAS, the Board of Mayor and Aldermen deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the Road Rights-of-Way be accepted and the same become a part of the public street system of the City of Spring Hill.

NOW, THEREFORE BE IT RESOLVED, by the City of Spring Hill Board of Mayor and Aldermen that dedication and acceptance of Road Rights-of Way within Wade’s Grove Section 3B as shown on the recorded plat is hereby approved.

Passed and adopted this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

SUBJECT: Acceptance of Road ROW & Public Improvements for Wade's Grove Section 3B

DATE: June 27, 2016

ATTENTION: Board of Mayor and Aldermen

STAFF: Thomas S. Wolf, City Engineer



STAFF MEMORANDUM

The purpose of this memo is to provide information regarding a resolution to accept and the dedication of road rights-of-way and public improvements for Wade's Grove Section 3B, as recommended by the Planning Commission.

Background:

The Planning Commission recommends accepting the road rights-of-way and public improvements for Wade's Grove Section 3B, per PC Resolution 16-42 passed by the Planning Commission on June 13, 2016. The one year for the maintenance bond has been fulfilled and City staff has issued certificates of satisfaction for this phase .

Staff Recommendation:

Staff recommends approval of the request.

**RESOLUTION 16-42 OF THE
PLANNING COMMISSION
OF THE CITY OF SPRING HILL, TENNESSEE**

**A RESOLUTION RECOMMENDING ACCEPTANCE AND DEDICATION OF ROAD
RIGHTS-OF-WAY AND PUBLIC IMPROVEMENTS SHOWN ON THE EXISTING
PLAT FOR
WADE'S GROVE SECTION 3B**

WHEREAS, John Maher Builders, Inc. has a recorded Final Plat for Wade's Grove Section 3A in Williamson County Plat Book P48, Page 76; and

WHEREAS, said Plat show Public Rights-of-Way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

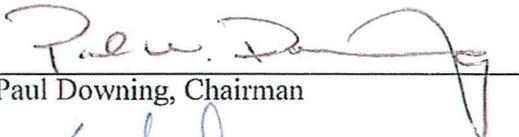
WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill indicating that through inspections of the Road Rights-of-Way, the design intent has been achieved; and

WHEREAS, the developer is required under Article III, Section 6.3 of the Subdivision Regulations to submit an "as-built" survey of the public improvements including water, sewer and drainage; and

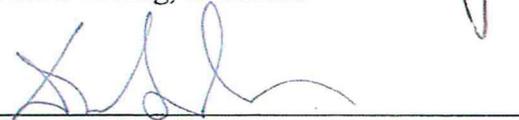
WHEREAS, the Planning Commission deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the Road Rights-of-Way and Public Improvement's be accepted and the same become a part of the Public Street system of the City of Spring Hill; and

NOW, THEREFORE BE IT RESOLVED, by the Spring Hill Planning Commission that dedication and acceptance of Road Rights-of Way and Public Improvements within Wade's Grove Section 3B as shown on the recorded plat is hereby recommended to the Board of Mayor and Aldermen.

Passed and adopted this 13th day of June, 2016.



Paul Downing, Chairman



Dara Sanders, Secretary

RESOLUTION 16-88

A RESOLUTION AUTHORIZING ACCEPTANCE OF OFFER OF DEDICATION OF ROAD RIGHTS-OF-WAY AND PUBLIC IMPROVMENTS SHOWN ON THE EXISTING PLAT FOR WADES GROVE SECTION 4

WHEREAS, John Maher Builders, Inc. has a recorded Final Plat for Wade’s Grove Section 4 in Williamson County Plat Book P48, Page 16; and

WHEREAS, said Plat show public rights-of-way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill indicating that through inspections of the road rights-of-way, the design intent has been achieved; and

WHEREAS, the developer is required under Section VI, Section 6.3 of the Subdivision Regulations to submit an “as-built” survey of the public improvements including water, sewer and drainage; and

WHEREAS, on June 13, 2016, the City of Spring Hill Planning Commission recommended the Road Rights-of-Way and Public Improvements for Wade’s Grove Section 4 be accepted; and

WHEREAS, the Board of Mayor and Aldermen deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the Road Rights-of-Way be accepted and the same become a part of the public street system of the City of Spring Hill.

NOW, THEREFORE BE IT RESOLVED, by the City of Spring Hill Board of Mayor and Aldermen that dedication and acceptance of Road Rights-of Way within Wade’s Grove Section 4 as shown on the recorded plat is hereby approved.

Passed and adopted this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

RESOLUTION 16-XX

A RESOLUTION AUTHORIZING ACCEPTANCE OF OFFER OF DEDICATION OF ROAD RIGHTS-OF-WAY AND PUBLIC IMPROVMENTS SHOWN ON THE EXISTING PLAT FOR WADES GROVE SECTION 4

WHEREAS, John Maher Builders, Inc. has a recorded Final Plat for Wade’s Grove Section 4 in Williamson County Plat Book P48, Page 16; and

WHEREAS, said Plat show public rights-of-way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill indicating that through inspections of the road rights-of-way, the design intent has been achieved; and

WHEREAS, the developer is required under Section VI, Section 6.3 of the Subdivision Regulations to submit an “as-built” survey of the public improvements including water, sewer and drainage; and

WHEREAS, on June 13, 2016, the City of Spring Hill Planning Commission recommended the Road Rights-of-Way and Public Improvements for Wade’s Grove Section 4 be accepted; and

WHEREAS, the Board of Mayor and Aldermen deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the Road Rights-of-Way be accepted and the same become a part of the public street system of the City of Spring Hill.

NOW, THEREFORE BE IT RESOLVED, by the City of Spring Hill Board of Mayor and Aldermen that dedication and acceptance of Road Rights-of Way within Wade’s Grove Section 4 as shown on the recorded plat is hereby approved.

Passed and adopted this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

SUBJECT: Acceptance of Road ROW & Public Improvements for Wade's Grove Section 4

DATE: June 27, 2016

ATTENTION: Board of Mayor and Aldermen

STAFF: Thomas S. Wolf, City Engineer

Tsw



STAFF MEMORANDUM

The purpose of this memo is to provide information regarding a resolution to accept and the dedication of road rights-of-way and public improvements for Wade's Grove Section 4, as recommended by the Planning Commission.

Background:

The Planning Commission recommends accepting the road rights-of-way and public improvements for Wade's Grove Section 4, per PC Resolution 16-44 passed by the Planning Commission on June 13, 2016. The one year for the maintenance bond has been fulfilled and City staff has issued certificates of satisfaction for this phase .

Staff Recommendation:

Staff recommends approval of the request.

**RESOLUTION 16-44 OF THE
PLANNING COMMISSION
OF THE CITY OF SPRING HILL, TENNESSEE**

**A RESOLUTION RECOMMENDING ACCEPTANCE AND DEDICATION OF ROAD
RIGHTS-OF-WAY AND PUBLIC IMPROVEMENTS SHOWN ON THE EXISTING
PLAT FOR
WADE'S GROVE SECTION 4**

WHEREAS, John Maher Builders, Inc. has a recorded Final Plat for Wade's Grove Section 4 in Williamson County Plat Book P48, Page 16; and

WHEREAS, said Plat show Public Rights-of-Way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

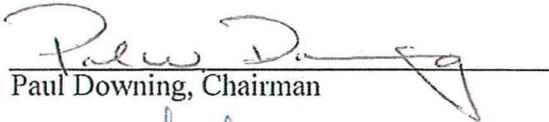
WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill indicating that through inspections of the Road Rights-of-Way, the design intent has been achieved; and

WHEREAS, the developer is required under Article III, Section 6.3 of the Subdivision Regulations to submit an "as-built" survey of the public improvements including water, sewer and drainage; and

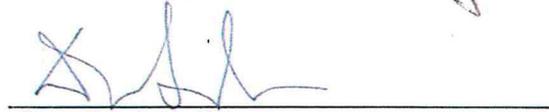
WHEREAS, the Planning Commission deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the Road Rights-of-Way and Public Improvement's be accepted and the same become a part of the Public Street system of the City of Spring Hill; and

NOW, THEREFORE BE IT RESOLVED, by the Spring Hill Planning Commission that dedication and acceptance of Road Rights-of Way and Public Improvements within Wade's Grove Section 4 as shown on the recorded plat is hereby recommended to the Board of Mayor and Aldermen.

Passed and adopted this 13th day of June, 2016.



Paul Downing, Chairman



Dara Sanders, Secretary

RESOLUTION 16-89

A RESOLUTION AUTHORIZING ACCEPTANCE OF OFFER OF DEDICATION OF ROAD RIGHTS-OF-WAY AND PUBLIC IMPROVMENTS SHOWN ON THE EXISTING PLAT FOR WADES GROVE SECTION 5A

WHEREAS, John Maher Builders, Inc. has a recorded Final Plat for Wade’s Grove Section 5A in Williamson County Plat Book P49, Page 75; and

WHEREAS, said Plat show public rights-of-way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill indicating that through inspections of the road rights-of-way, the design intent has been achieved; and

WHEREAS, the developer is required under Section VI, Section 6.3 of the Subdivision Regulations to submit an “as-built” survey of the public improvements including water, sewer and drainage; and

WHEREAS, on June 13, 2016, the City of Spring Hill Planning Commission recommended the Road Rights-of-Way and Public Improvements for Wade’s Grove Section 5A be accepted; and

WHEREAS, the Board of Mayor and Aldermen deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the Road Rights-of-Way be accepted and the same become a part of the public street system of the City of Spring Hill.

NOW, THEREFORE BE IT RESOLVED, by the City of Spring Hill Board of Mayor and Aldermen that dedication and acceptance of Road Rights-of Way within Wade’s Grove Section 5A as shown on the recorded plat is hereby approved.

Passed and adopted this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

RESOLUTION 16-XX

A RESOLUTION AUTHORIZING ACCEPTANCE OF OFFER OF DEDICATION OF ROAD RIGHTS-OF-WAY AND PUBLIC IMPROVMENTS SHOWN ON THE EXISTING PLAT FOR WADES GROVE SECTION 5A

WHEREAS, John Maher Builders, Inc. has a recorded Final Plat for Wade’s Grove Section 5A in Williamson County Plat Book P49, Page 75; and

WHEREAS, said Plat show public rights-of-way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill indicating that through inspections of the road rights-of-way, the design intent has been achieved; and

WHEREAS, the developer is required under Section VI, Section 6.3 of the Subdivision Regulations to submit an “as-built” survey of the public improvements including water, sewer and drainage; and

WHEREAS, on June 13, 2016, the City of Spring Hill Planning Commission recommended the Road Rights-of-Way and Public Improvements for Wade’s Grove Section 5A be accepted; and

WHEREAS, the Board of Mayor and Aldermen deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the Road Rights-of-Way be accepted and the same become a part of the public street system of the City of Spring Hill.

NOW, THEREFORE BE IT RESOLVED, by the City of Spring Hill Board of Mayor and Aldermen that dedication and acceptance of Road Rights-of Way within Wade’s Grove Section 5A as shown on the recorded plat is hereby approved.

Passed and adopted this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

SUBJECT: Acceptance of Road ROW & Public Improvements for Wade's Grove Section 5A

DATE: June 27, 2016

ATTENTION: Board of Mayor and Aldermen

STAFF: Thomas S. Wolf, City Engineer

Tsw



STAFF MEMORANDUM

The purpose of this memo is to provide information regarding a resolution to accept and the dedication of road rights-of-way and public improvements for Wade's Grove Section 5A, as recommended by the Planning Commission.

Background:

The Planning Commission recommends accepting the road rights-of-way and public improvements for Wade's Grove Section 5A, per PC Resolution 16-45 passed by the Planning Commission on June 13, 2016. The one year for the maintenance bond has been fulfilled and City staff has issued certificates of satisfaction for this phase .

Staff Recommendation:

Staff recommends approval of the request.

**RESOLUTION 16-45 OF THE
PLANNING COMMISSION
OF THE CITY OF SPRING HILL, TENNESSEE**

**A RESOLUTION RECOMMENDING ACCEPTANCE AND DEDICATION OF ROAD
RIGHTS-OF-WAY AND PUBLIC IMPROVEMENTS SHOWN ON THE EXISTING
PLAT FOR
WADE'S GROVE SECTION 5A**

WHEREAS, John Maher Builders, Inc. has a recorded Final Plat for Wade's Grove Section 5A in Williamson County Plat Book P49, Page 75; and

WHEREAS, said Plat show Public Rights-of-Way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

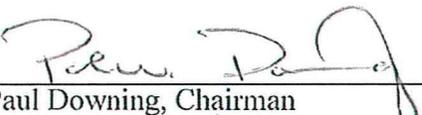
WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill indicating that through inspections of the Road Rights-of-Way, the design intent has been achieved; and

WHEREAS, the developer is required under Article III, Section 6.3 of the Subdivision Regulations to submit an "as-built" survey of the public improvements including water, sewer and drainage; and

WHEREAS, the Planning Commission deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the Road Rights-of-Way and Public Improvement's be accepted and the same become a part of the Public Street system of the City of Spring Hill; and

NOW, THEREFORE BE IT RESOLVED, by the Spring Hill Planning Commission that dedication and acceptance of Road Rights-of Way and Public Improvements within Wade's Grove Section 5A as shown on the recorded plat is hereby recommended to the Board of Mayor and Aldermen.

Passed and adopted this 13th day of June, 2016.



Paul Downing, Chairman



Dara Sanders, Secretary

RESOLUTION 16-90

A RESOLUTION AUTHORIZING ACCEPTANCE OF OFFER OF DEDICATION OF ROAD RIGHTS-OF-WAY AND PUBLIC IMPROVMENTS SHOWN ON THE EXISTING PLAT FOR WADES GROVE SECTION 5B

WHEREAS, John Maher Builders, Inc. has a recorded Final Plat for Wade’s Grove Section 5B in Williamson County Plat Book P56, Page 45; and

WHEREAS, said Plat show public rights-of-way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill indicating that through inspections of the road rights-of-way, the design intent has been achieved; and

WHEREAS, the developer is required under Section VI, Section 6.3 of the Subdivision Regulations to submit an “as-built” survey of the public improvements including water, sewer and drainage; and

WHEREAS, on June 13, 2016, the City of Spring Hill Planning Commission recommended the Road Rights-of-Way and Public Improvements for Wade’s Grove Section 5B be accepted; and

WHEREAS, the Board of Mayor and Aldermen deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the Road Rights-of-Way be accepted and the same become a part of the public street system of the City of Spring Hill.

NOW, THEREFORE BE IT RESOLVED, by the City of Spring Hill Board of Mayor and Aldermen that dedication and acceptance of Road Rights-of Way within Wade’s Grove Section 5B as shown on the recorded plat is hereby approved.

Passed and adopted this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

RESOLUTION 16-XX

A RESOLUTION AUTHORIZING ACCEPTANCE OF OFFER OF DEDICATION OF ROAD RIGHTS-OF-WAY AND PUBLIC IMPROVMENTS SHOWN ON THE EXISTING PLAT FOR WADES GROVE SECTION 5B

WHEREAS, John Maher Builders, Inc. has a recorded Final Plat for Wade’s Grove Section 5B in Williamson County Plat Book P56, Page 45; and

WHEREAS, said Plat show public rights-of-way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill indicating that through inspections of the road rights-of-way, the design intent has been achieved; and

WHEREAS, the developer is required under Section VI, Section 6.3 of the Subdivision Regulations to submit an “as-built” survey of the public improvements including water, sewer and drainage; and

WHEREAS, on June 13, 2016, the City of Spring Hill Planning Commission recommended the Road Rights-of-Way and Public Improvements for Wade’s Grove Section 5B be accepted; and

WHEREAS, the Board of Mayor and Aldermen deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the Road Rights-of-Way be accepted and the same become a part of the public street system of the City of Spring Hill.

NOW, THEREFORE BE IT RESOLVED, by the City of Spring Hill Board of Mayor and Aldermen that dedication and acceptance of Road Rights-of Way within Wade’s Grove Section 5B as shown on the recorded plat is hereby approved.

Passed and adopted this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

SUBJECT: Acceptance of Road ROW & Public Improvements for Wade's Grove Section 5B

DATE: June 27, 2016

ATTENTION: Board of Mayor and Aldermen

STAFF: Thomas S. Wolf, City Engineer

TSW



STAFF MEMORANDUM

The purpose of this memo is to provide information regarding a resolution to accept and the dedication of road rights-of-way and public improvements for Wade's Grove Section 5B, as recommended by the Planning Commission.

Background:

The Planning Commission recommends accepting the road rights-of-way and public improvements for Wade's Grove Section 5B, per PC Resolution 16-46 passed by the Planning Commission on June 13, 2016. The one year for the maintenance bond has been fulfilled and City staff has issued certificates of satisfaction for this phase .

Staff Recommendation:

Staff recommends approval of the request.

**RESOLUTION 16-46 OF THE
PLANNING COMMISSION
OF THE CITY OF SPRING HILL, TENNESSEE**

**A RESOLUTION RECOMMENDING ACCEPTANCE AND DEDICATION OF ROAD
RIGHTS-OF-WAY AND PUBLIC IMPROVEMENTS SHOWN ON THE EXISTING
PLAT FOR
WADE'S GROVE SECTION 5B**

WHEREAS, John Maher Builders, Inc. has a recorded Final Plat for Wade's Grove Section 5B in Williamson County Plat Book P56, Page 45; and

WHEREAS, said Plat show Public Rights-of-Way proposed for dedication to the City of Spring Hill; and

WHEREAS, an Offer of Dedication, Deeds of Conveyance and a Maintenance Surety have been submitted pursuant to the Subdivision Regulations; and

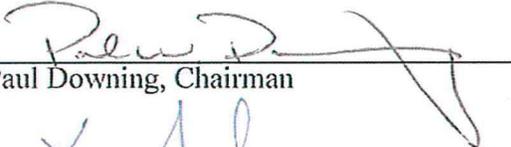
WHEREAS, a Certificate of Satisfactory Completion has been furnished by the City of Spring Hill indicating that through inspections of the Road Rights-of-Way, the design intent has been achieved; and

WHEREAS, the developer is required under Article III, Section 6.3 of the Subdivision Regulations to submit an "as-built" survey of the public improvements including water, sewer and drainage; and

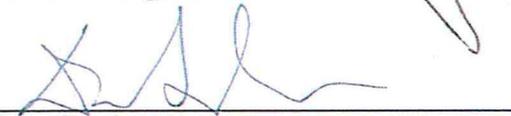
WHEREAS, the Planning Commission deems it in the best interest of the City of Spring Hill that the Offer of Dedication of the Road Rights-of-Way and Public Improvement's be accepted and the same become a part of the Public Street system of the City of Spring Hill; and

NOW, THEREFORE BE IT RESOLVED, by the Spring Hill Planning Commission that dedication and acceptance of Road Rights-of Way and Public Improvements within Wade's Grove Section 5B as shown on the recorded plat is hereby recommended to the Board of Mayor and Aldermen.

Passed and adopted this 13th day of June, 2016.



Paul Downing, Chairman



Dara Sanders, Secretary

RESOLUTION 16-91

A RESOLUTION TO AUTHORIZE THE SALE OF TWO SURPLUS PICKUP TRUCKS IN THE PUBLIC WORKS DEPARTMENT

WHEREAS, the City of Spring Hill desires to dispose of two dated pickup trucks in the public works department; and

WHEREAS, Section XX (i) of the Spring Hill Purchasing Policy, established by Resolution 08-65, allows for the sale of surplus property.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill authorizes the sale of a 1996 Ford F150 pickup truck, VIN # 2FTEF15N4TCA74467, and a 2000 GMC 2500 pickup truck, VIN # 1GTGK24E1YR182361, as recommended by Staff.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

RESOLUTION 16-XX

**A RESOLUTION TO AUTHORIZE THE SALE OF TWO SURPLUS
PICKUP TRUCKS IN THE PUBLIC WORKS DEPARTMENT**

WHEREAS, the City of Spring Hill desires to dispose of two dated pickup trucks in the public works department; and

WHEREAS, Section XX (i) of the Spring Hill Purchasing Policy, established by Resolution 08-65, allows for the sale of surplus property.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill authorizes the sale of a 1996 Ford F150 pickup truck, VIN # 2FTEF15N4TCA74467, and a 2000 GMC 2500 pickup truck, VIN # 1GTGK24E1YR182361, as recommended by Staff.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



DATE: June 24, 2016

TO: BOMA

FROM: Jeff Foster, Public Works Director

RE: Authorization to sell two surplus pickup trucks

OVERVIEW: The Public Works Department requests authorization to sell two surplus pickup trucks through GovDeals.

HIGHLIGHTS:

- This request is to sell a 1996 Ford F150 pickup truck and a 2000 GMC 2500 pickup truck that have high mileage and need extensive repairs.
- The sale will be through the online auction website, GovDeals.
- Replacement vehicles were purchased in FY 2016 budget.

ACTION ITEMS:

- Request that this authorization to sell be approved.

CONCERNS/ISSUES/PROBLEMS:

- None

Respectfully,

Jeff Foster, Public Works Director

RESOLUTION 16-92

**A RESOLUTION TO AUTHORIZE THE PURCHASE OF
A MINI EXCAVATOR FOR THE PUBLIC WORKS DEPARTMENT**

WHEREAS, the City of Spring Hill, Public Works Department is in need of an additional mini excavator for the water and storm water departments; and

WHEREAS, the equipment will be used for repairs and installation needs; and

WHEREAS, the City of Spring Hill, Board of Mayor and Alderman allocated funds for this purchase in the 2016-2017 fiscal year budget.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen authorizes the purchase of a mini excavator in the amount of \$69,516.03.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

RESOLUTION 16-XX

**A RESOLUTION TO AUTHORIZE THE PURCHASE OF
A MINI EXCAVATOR FOR THE PUBLIC WORKS DEPARTMENT**

WHEREAS, the City of Spring Hill, Public Works Department is in need of an additional mini excavator for the water and storm water departments; and

WHEREAS, the equipment will be used for repairs and installation needs; and

WHEREAS, the City of Spring Hill, Board of Mayor and Alderman allocated funds for this purchase in the 2016-2017 fiscal year budget.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen authorizes the purchase of a mini excavator in the amount of \$69,516.03.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



DATE: June 24, 2015

TO: BOMA

FROM: Jeff Foster, Public Works Director

RE: Approve purchase of mini excavator for Public Works department

OVERVIEW: The Public Works department is in need of an additional mini excavator for repairs and installation purposes.

HIGHLIGHTS:

- Funds to purchase this equipment are allocated in the 2016-2017 fiscal year budget - \$40,000 from storm water and \$40,000 from water distribution for a total of \$80,000.
- The City has a quote to purchase a new mini excavator from NJPA for \$69,516.03.

ACTION ITEMS:

- Request that this purchase be approved.

CONCERNS/ISSUES/PROBLEMS:

- None

Respectfully,

Jeff Foster, Public Works Director



KX057-4R3A WEB QUOTE #610193

Date: 6/23/2016 9:58:52 AM

- Customer Information -
Foster, Mike

City/Town of Spring Hill #37473
mthilmony@ditchwitchtn.com
615-414-7845

To order equipment - purchase orders must be made out and returned to:

Kubota Tractor Corporation
3401 Del Amo Blvd.
Torrance, CA 90503
or email NA.Support@kubota.com
or call 310-303-7834 or fax 844-582-1581

- Standard Features -

- Custom Options -



K Series KX057-4R3A

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Eco Plus System
Auto Idler
Rubber Track Model
ROPS/OPG (Top Guard, Level I)
Air Conditioning Cab
Suspension Seat
Kubota 3 Hydraulic Pump Load Sensing System
1 Gear, 2 Variable Displacement Pumps
All Controls Hydraulic Pilot Controls
Two Operating Pattern Selection System
Accumulator
Digital Control Panel
Attachment Flow Presets, Service Alerts
Float Angle Blade w/ Bolt-on Cutting Edge
360 Degree Full Rotation
70 Degree Left, 55 Degree Right Boom Swing
19.8 gpm Adjustable Auxiliary Hydraulics Port 1
Auxiliary Hydraulics Diverter Valve
Thumb Bracket and Relief Valves
Five Second Quick Preheat System
Key Switch Stop System
Half Pitch Rubber Tracks
Self Bleed Fuel System
Auto-Downshift Two Speed Travel System
Swivel Negative Brake
Travel Negative Brake
Third Line

ENGINE

V2607 Kubota DI CRS Tier 4 Diesel Engine
4 Cylinder, 4 Cycle
45.2 Net HP @ 2200 rpm

OPERATIONAL DIMENSIONS

Max Digging Depth 12' 8.2"
Max Digging Radius @ Ground Level 20' 0.5"
Max Vertical Digging Depth 5' 7.3"
Max Dumping Height 13' 8.6"

DOZER BLADE DIMENSIONS

Width 77.2"
Height 16.1"
Lift Above Ground 17.3"
Drop Below Ground 16.1"

PERFORMANCE

Digging Force @ Bucket (K7919) 11,177 lbs.
Digging Force @ Dipper Arm 5,644 lbs.
Travel Speed (Low) 1.8 mph
Travel Speed (High) 3.1 mph
Climbing Ability 36% / 20°
Lift Capacity 3,410 lbs.
Over Front Blade Grounded
4.0 Ft. Load Point Height
12.0 Ft. Load Radius

DIMENSIONS AND OPERATING WEIGHT

KX057-4R3A, Rubber Tracks, A/C ROPS/OPG (Top Guard, Level I) Cab,
Angle Dozer Blade, Dipper Arm, Counterweight
Overall Length 18' 1.3"
Overall Width 6' 5.2"
Overall Height 8' 4.4"
Operating Weight 12,820 lbs.*
Ground Clearance 12' 0.2"
* Includes operator's weight, 175 lbs.

KX057-4R3A Base Price: \$78,363.00

(1) QUICK COUPLER \$873.00
K7915-QUICK COUPLER

(1) 24" QUICK ATTACH TRENCHING BUCKET \$1,251.00
K7919-24" QUICK ATTACH TRENCHING BUCKET

(1) HYDRAULIC THUMB KIT \$2,204.00
K7937-HYDRAULIC THUMB KIT

Configured Price: \$82,691.00

NJPA 070313-KBA Discount: (\$14,057.47)

NJPA 070313-KBA Price: \$68,633.53

Dealer Assembly: \$112.50

Freight Cost: \$520.00

PDI: \$250.00

Total Unit Price: \$69,516.03

Quantity Ordered: 1

Final Sales Price: \$69,516.03

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

RESOLUTION 16-93

**A RESOLUTION TO AUTHORIZE FUNDING TO PURCHASE
RIGHT-OF-WAY EASEMENT FOR US 31 IMPROVEMENTS**

WHEREAS, the City of Spring Hill currently holds a surety bond from Wal-Mart to install a right-turn lane on Main Street at Campbell Station Parkway; and

WHEREAS, a condition of the surety bond is the City will obtain the right-of-way easement for the installation of the turn lane; and

WHEREAS, the City of Spring Hill has contracted Boozer and Company, P.C. to prepare an appraisal for the property and subsequent easement; and

WHEREAS, the right-turn lane project will be part of the US 31 Diablo package.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen authorizes funding \$57,300.00 to purchase right-of-way easement for US 31 improvements as part of the US 31 Diablo package.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Supplemental Documents

New Business

Res. 16-93

US 31 ROW Easements

RESOLUTION 16-94

A RESOLUTION TO APPROVE AN INTERLOCAL AGREEMENT FOR NETWORK SERVICES BETWEEN THE CITY OF SPRING HILL, TENNESSEE, AND COLUMBIA POWER AND WATER SYSTEMS

WHEREAS, the City of Spring Hill, Tennessee (“City”) desires to enter into an Interlocal Agreement with Columbia Power and Water Systems (“CPWS”) (a copy of which is attached hereto) regarding providing a private wide area network (“WAN”) to provide a data path to connect various City facilities on a common internal network for the City’s exclusive use; and

WHEREAS, said Interlocal Agreement authorizes CPWS to provide cable, Internet and related services within its electric system footprint under Tenn. Code Ann. §7-52-6, et al.; and

WHEREAS, the Interlocal Agreement is expected to provide the City with substantial savings over the term of said Agreement; and

WHEREAS, it is deemed in the public’s best interest for the City to enter into said Interlocal Agreement with CPWS to provide the network services recited therein.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen that the Mayor is authorized to enter into and execute the herein referenced Interlocal Agreement on behalf of the City, public interest demanding it.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the _____ day of _____, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

INTERLOCAL AGREEMENT FOR NETWORK SERVICES

This agreement is entered into by and between the City of Spring Hill, Tennessee (hereinafter referred to as “City”) and Columbia Power and Water Systems, (hereinafter referred to as “CPWS”).

WHEREAS, City and CPWS desire to enter into an agreement for CPWS to provide a private wide area network (or “WAN”) to provide a data path to connect various City facilities on a common internal network for the City’s exclusive use; and

WHEREAS, City and CPWS are each authorized to construct and operate a WAN and arrange for Internet services for their own internal needs and, pursuant to the Interlocal Cooperation Act, may agree for CPWS to make such arrangements on City’s behalf;

WHEREAS, CPWS also is authorized to provide cable, Internet and related services within its electric system footprint under Tennessee Code Annotated, Title 7, Chapter 52, Part 6. Under Part 4 of that same statute, CPWS is also eligible to provide telecommunications services on a statewide basis (subject to certain exceptions not relevant within the AT&T service area); and,

WHEREAS, City requests CPWS to provide certain WAN, Telephone, and Internet Services (collectively “Services”) at certain locations as set forth in Exhibit A to this agreement; and,

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an agreement for CPWS to provide the services to the City subject to the terms and conditions set forth herein.

THEREFORE, the parties do hereby agree as follows:

1. City and CPWS agree to the terms and conditions set forth in Exhibit A regarding cost, location of services and types of services to be provided.
2. Subject to all the terms and conditions of this agreement, the City hereby grants to the CPWS the exclusive right to connect, install, own, operate, maintain, repair, disconnect, replace, and relocate any equipment necessary to make available the services as requested by the City on the City’s premises.

3. INSTALLATION

- a. CPWS shall provide, install, maintain, repair, operate and control any equipment, cable or facilities associated with, or connected to its network (“Network Equipment”). CPWS shall pay the cost of purchasing all network equipment and such network equipment shall be and remain the property of the CPWS.
 - b. Installation by the CPWS shall comply with all applicable local and state laws, regulations, ordinances, and other orders of all regulatory authorities having jurisdiction thereof.
 - c. CPWS shall have no obligations to maintain or repair City owned-provided equipment. In the event that the CPWS, in responding to a City-initiated service call, determines that the cause of such service is a failure, malfunction or inadequacy of City-provided equipment, City shall compensate CPWS, for such service calls at the then prevailing rate (current rate \$125.00 per hour). CPWS will be responsible for the service delivery up to the termination equipment’s CAT 5 Ethernet port. The customer will have responsibility from the CAT 5 Ethernet port into their network.
4. Without charge therefore to the CPWS, the City shall provide; 1) temperature conditioned space within the City’s facilities, suitable for the electronics and telecommunications equipment to be installed, 2) access in accordance with the terms of this Agreement, and 3) adequate electric power as required for construction, installation, operation, and maintenance of the network, and provision of services in accordance with this agreement and the approved plans, drawings, and specifications.
 5. CPWS may terminate service if a material breach hereunder is not corrected by City within thirty (30) days following written notification thereof. Termination for cause by CPWS or repudiation by City shall not relieve City of liability incurred prior to such termination or for liquidated damages equal to 100% of the

monthly charges due over the remainder of the initial term. The parties recognize the possibility that the CPWS may be required by the Federal Communications Commission to provide the services described herein at rates other than the rates set forth herein. The parties agree that in such event, City shall notify CPWS in writing, whereupon the parties shall negotiate new rates to comply with such requirements.

6. INDEMNITY:

- a. The CPWS and the City shall indemnify the other with respect to any third party claim and hold each other harmless for any damage to the building or other property or for any costs, expense, liability, or claim, including reasonable attorneys' fees, arising from or relating to the construction, installation, operation, or removal of the network, provision of services in connection therewith, the acts of its employees, agents, contractors, officers, and authorized vendors, or any claim from any third party arising from any of the foregoing, including any utility CPWS, its employees and/or agents.
 - b. The CPWS will maintain insurance coverage of a type and limit sufficient to protect its' interest in any equipment, cable, services or facilities provided to the City in acceptance with this agreement.
7. The City shall provide, at its own expense, space at its location and all power required for any System Equipment that the CPWS may deem necessary in order to properly provide the Service. CPWS shall have reasonable access for ingress and egress to City's facility, and to its System Equipment and may remove or replace its System Equipment at any time.
8. This agreement shall not be assigned by either party without the prior written consent of the other, which shall not be unreasonably withheld. The CPWS may assign, upon written notice to the City, its rights under this agreement to any entity which succeeds to all or substantially all of the assets and operations of the

CPWS pursuant to any merger, consolidation, sale of assets, or similar transactions.

9. In the event of a default by either party or in the event of any suit or action out of this agreement, the prevailing (or non-defaulting) party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, in connection therewith.
10. The parties agree that the CPWS shall retain ownership of all equipment supplied by the CPWS. The parties agree that City shall retain ownership of all equipment supplied by City. The City agrees that it shall take no action which may directly or indirectly impair the CPWS's title to any of the CPWS's equipment or expose the CPWS to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing, by the parties. The City agrees that it shall not inhibit, in any way, the CPWS from removing all premise equipment in the event that either party terminates this agreement.
11. The obligations of the parties are subject to force majeure, and neither party shall be in default under this agreement if any failure or delay in performance is caused by strike or other labor related issues, acts of God, fire, flood, adverse weather conditions, materials or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore, lack of transportation, governmental codes, ordinances, laws, rules, regulations, court directives, or restrictions, condemnation or exercise of rights of eminent domain, war or civil disorder, or any other cause beyond the reasonable control of either party.
12. The CPWS's liability for errors, omissions, interruptions, delays or defects in transmission (other than those caused by force majeure or by the City) occurring in the course of engineering, installation, and operation of the Network or the provision of the Service, shall in no event exceed the charges paid by the City for the period of time during which such errors, omissions, interruptions, delays, or defects in transmission occurred. In no event, shall the CPWS be liable for any special, consequential, or incidental damages.

13. No agency, employment agreement, joint venture, or partnership is created between the parties by this agreement and neither party shall be deemed to be an agent of the other nor shall either party have the right, power, or authority to act for the other in any manner or to create any obligations, contracts, or debts binding upon the other party.
14. Any modifications to this agreement shall be made in writing and shall be approved by both parties hereto.
15. Nothing in this agreement shall require CPWS to perform any act or do anything in contravention to any state or federal law, and if it is determined that any action violates any applicable state or federal law, CPWS will at once notify City in writing of any required changes and modifications. CPWS shall immediately implement any required changes that do not materially impact the terms of the agreement. If the required changes are more significant, both parties will negotiate a resolution in good faith. If a satisfactory agreement cannot be reached, either party has the right to terminate the agreement.
16. This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Both parties agree that to the exclusive jurisdiction of the courts of the State of Tennessee located in Maury County, Tennessee in actions that may arise under this agreement.

17. This agreement shall be effective following approval by the Spring Hill Mayor and Board of Alderman and CPWS Board of Directors upon its execution.

ENTERED into this _____ day of _____ 2016.

ATTEST:

CITY OF SPRING HILL, TENNESSE

APRIL GOAD, CITY RECORDER

BY:

RICK GRAHAM, MAYOR

ATTEST:

COLUMBIA POWER AND WATER
SYSTEMS

WES KELLEY,
EXECUTIVE DIRECTOR

BY:

BOARD CHAIRMAN

LEGAL FORM APPROVED:

PATRICK M. CARTER-CITY ATTORNEY

DANIEL MURPHY-CPWS ATTORNEY

ATTACHMENT A

Date

Agreement Term:

Columbia Power and Water Systems Broadband will provide City of Spring Hill, Tennessee the following services for a period of five years from the date of services Installed.

Services:

- 1000.0 Mbps X 1000.0 Mbps Fiber-Optic Internet Service demarked at 407 McLemore Ave Spring Hill, TN
- FTTx WAN Services to the following sites provisioned at 1.0 Gbps upload and 2.0 Gbps download

Sites	Location
City Hall	199 Town Center Pkwy
PD Admin	3636A Royal Park Blvd
Public Works	3893 Mahlon Moore Rd
IT Dept	407 McLemore Ave
Library	144 Town Center Pkwy
Water Treatment Plant	4151 Kedron Rd
Parks & Rec	4237 Port Royal Rd
Fire Hall #1	440 Beechcroft Rd
Fire Hall #2	4273 Port Royal Rd
Fire Hall #3	4000 Campbell Station Blvd

- VoIP Phone Service *

Sites	Lines
City Hall (PRI)	23
City Hall PD	4
Library	5
Fire Hall #1	3
IT Dept	2
Fire Hall #2	4
Parks & Rec	3
Water Treatment Plant	4
Public Works	7
PD Admin	2
Fire Hall #3	7

Telephone lines at each location may increase or decrease by mutual consent of both parties as desirable.

Monthly Fee:

- Internet Service 1000.0 Mbps X 1000.0 Mbps dedicated \$5000.00 each per month plus all applicable taxes and fees.
 - Customer may upgrade Internet Service during agreement, but not downgrade
 - Static IPv4 addresses included /28, /29, or /30

- WAN Service

Sites	Monthly
City Hall	\$475.00
Library	\$475.00
Fire Hall #1	\$475.00
IT Dept	\$475.00
Fire Hall #2	\$475.00
Parks & Rec	\$475.00
Water Treatment Plant	\$475.00
Public Works	\$475.00
PD Admin	\$475.00
Fire Hall #3	\$475.00

- VoIP Service

Sites	Lines	Phone Service
City Hall (PRI)	23	\$475.00
City Hall PD	4	\$139.96
Library	5	\$174.95
Fire Hall #1	3	\$104.97
IT Dept	2	\$69.98
Fire Hall #2	4	\$139.96
Parks & Rec	3	\$104.97
Water Treatment Plant	4	\$139.96
Public Works	7	\$244.93
PD Admin	2	\$69.98
Fire Hall #3	7	\$244.93

Note: All monthly prices listed above do not include any applicable taxes and fees.

Installation Charges: Waived with 5 year agreement

RESOLUTION 16-95

**A RESOLUTION TO AUTHORIZE FUNDING TO PURCHASE AN
EASEMENT FOR SEWER LINE INSTALLATION**

WHEREAS, the City of Spring Hill has designs to install a permanent sewer line along Main Street crossing the property owned by the Eddice Burns Trust; and

WHEREAS, upon completion of the project, the lift station at Wall Street will be taken out of service; and

WHEREAS, the City of Spring Hill has contracted Boozer and Company, P.C. to prepare an appraisal for the property and subsequent easement; and

WHEREAS, the property owner has agreed to convey the easement to the City for half of the amount due to owner.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen authorizes funding of \$24,567.50 to purchase an easement for a permanent sewer line installation.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

**Supplemental
Documents
New Business
Res. 16-95
Burns property**

RESOLUTION 16-96

**A RESOLUTION TO AUTHORIZE FUNDING TO PURCHASE AN
EASEMENT FOR SEWER LINE INSTALLATION**

WHEREAS, the City of Spring Hill has designs to install a permanent sewer line along Main Street crossing the property owned by Ms. Inez Harvey; and

WHEREAS, upon completion of the project, the lift station at Wall Street will be taken out of service; and

WHEREAS, the City of Spring Hill has contracted Boozer and Company, P.C. to prepare an appraisal for the property and subsequent easement; and

WHEREAS, the property owner has agreed to convey the easement to the City for half of the amount due to owner.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen authorizes funding of \$62,897.50 to purchase an easement for a permanent sewer line installation.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Supplemental Documents

New Business

Res. 16-96

Harvey property

RESOLUTION 16-97

**A RESOLUTION TO AUTHORIZE THE MAYOR OF SPRING HILL, TN TO
SIGN AND APPROVE FUNDING FOR ACQUISITION OF EASEMENTS
CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION
FOR PROJECT NO. 60LPLM-S2-021**

WHEREAS, TDOT proposes to construct an industrial access road serving Project Shotgun (State Project No. 60LPLM-S2-021; Federal Project No. SIA; PIN No. 121394.00); and

WHEREAS, TDOT has asked for the Mayor to sign the contract supplied that states the City agrees to convey existing utility easement and acquire replacement easements for the relocation of utilities as set forth in the proposal, so the general highway program may be carried out in accordance with the intent of the General Assembly of the State; and

WHEREAS, the contract supplied states the City will fund the acquisition of the replacement easements in the amount of \$13,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill authorizes the Mayor of Spring Hill, TN to sign and approve funding for acquisition of easements contract with the Tennessee Department of Transportation for Project No. 60LPLM-S2-021.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

SUBJECT: Authorization for the Mayor to sign and to fund acquisition of easements for Project Shotgun

DATE: June 28, 2016

ATTENTION: Board of Mayor and Aldermen

STAFF: Dan Allen, Infrastructure Director



STAFF MEMORANDUM

The purpose of this memo is to provide information regarding a resolution to authorize the Mayor to sign and approve funding for acquisition of easement contract with TDOT for Project Shotgun.

Background:

TDOT has requested the Mayor sign a contract under which the City agrees convey existing utility easements and acquire replacement easements for the relocation of utilities to construct an industrial access road serving Project Shotgun. The contract also states the City will fund the cost in the amount of \$13,000.00.

This is an unbudgeted item as the City did not have the contracts until June 27, 2016. Staff recommends to pay from Sewer Collection (410-52211-951) with the expense added through a budget amendment.

Staff Recommendation:

Staff recommends approval of the request.

RESOLUTION 16-XX

**A RESOLUTION TO AUTHORIZE THE MAYOR OF SPRING HILL, TN TO
SIGN AND APPROVE FUNDING FOR ACQUISITION OF EASEMENTS
CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION
FOR PROJECT NO. 60LPLM-S2-021**

WHEREAS, TDOT proposes to construct an industrial access road serving Project Shotgun (State Project No. 60LPLM-S2-021; Federal Project No. SIA; PIN No. 121394.00); and

WHEREAS, TDOT has asked for the Mayor to sign the contract supplied that states the City agrees to convey existing utility easement and acquire replacement easements for the relocation of utilities as set forth in the proposal, so the general highway program may be carried out in accordance with the intent of the General Assembly of the State; and

WHEREAS, the contract supplied states the City will fund the acquisition of the replacement easements in the amount of \$13,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill authorizes the Mayor of Spring Hill, TN to sign and approve funding for acquisition of easements contract with the Tennessee Department of Transportation for Project No. 60LPLM-S2-021.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



UTILITY EASEMENT 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 Spring Hill (Sewer)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT plans to construct PIN Number **121394.00, Industrial Access Road Serving Project Shotgun in Spring Hill** located in **Maury County**, Tennessee (hereinafter called the "Project"), and for said Project to be constructed it will be necessary for the Utility to convey existing utility easements for the proposed highway right-of-way and acquire replacement easements for the relocation of their facilities in order that said Project may be constructed; and

WHEREAS, the Utility has furnished TDOT with a relocation plans and an estimate showing the cost of acquiring said replacement easements, which estimate is in the amount of **\$13,000.00**; and

WHEREAS, the parties want to enter into a contract to provide for the acquisition of said replacement easements.

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) The Utility shall acquire said replacement easements in accordance with the estimate of cost and relocation plan as approved by TDOT, incorporated herein by reference, and as otherwise contemplated by this Contract. The estimate includes a written valuation of the replacement right-of-way. The approved estimate of cost is attached hereto as Exhibit "A".
(b) Any change in the approved relocation plan 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 in the Contract.
2. (a) The Utility shall acquire all utility rights-of-way outside of the proposed public highway right-of-way as may be needed to relocate its utility facilities, including any betterment.
(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.

3. (a) The Utility agrees that it will perform the acquisition work provided for in this Contract by one of the following methods (mark the appropriate space and **describe as required**):

- By force account (provided that the Utility is qualified to perform the work with its own forces in a satisfactory and timely manner)
- By contract awarded to the lowest qualified bidder based on appropriate solicitation
- By use of an existing continuing contract (provided that the costs are reasonable)
- By combination of the above, **as described below**:
-
-

(b) Whenever the Utility elects to perform the acquisition work by award of a contract, it shall submit the same to TDOT for prior approval. TDOT may not be required to reimburse the Utility for its obligation under any contract that has not received the advance written approval of TDOT.

(c) 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.

(d) Neither the Utility nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Utility's proposed acquisition to be performed under a contract to be awarded by the Utility. The Utility further agrees that no employee, officer, or agent of the Utility shall participate in the selection, or in the award or administration of a contract for the performance of any part of the Utility's proposed acquisition 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 award of a contract to perform the Utility's acquisition 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.

(e) The Utility must request in writing and receive TDOT's written approval prior to any revision in the method of performing the acquisition work. Failure to do so may result in the loss of TDOT participation in the cost of acquisition.

4. 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 federal-aid project. The Utility acknowledges possession of a copy of the 23 CFR Subpart 645A.

5. 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.
6. Subject to the provisions of this paragraph and as otherwise provided in this Contract, TDOT agrees to reimburse the Utility for the cost of acquiring replacement easements in accordance with the approved plan, as follows:
 - (a) Subject to the provisions of the next succeeding paragraphs herein, the State agrees that it will pay the Utility the entire cost, under the provisions of 23 CFR §645.111, for acquiring the Utility's replacement easements in accordance with said estimate. The parties specifically recognize that the costs of acquiring easements are not fixed. TDOT agrees to pay the eligible, reasonable, and acceptable actual costs of acquiring the easements; provided, however, TDOT reserves the right to reject costs it finds to be ineligible or unreasonable. However, in no event shall the State be liable for costs of acquiring easements not included in the approved relocation plans or as modified and approved under this contract.
 - (b) 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 CFR Subpart 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.
 - (c) The Utility shall develop and record acquisition 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.
 - (d) 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.
 - (e) 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 reimbursable costs for the total acquisition project, as described in Exhibit "A" of 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.
 - (f) 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.

- (g) 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 acquisition 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.
 - (h) 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.
7. TDOT shall have the right to confirm the financial information made available by the Utility to TDOT in support of the Utility's invoiced amounts. Any costs billed by the Utility that cannot be verified by TDOT records will not be reimbursed.
 8. 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.
 9. 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.
 10. This Contract is subject to the appropriation and availability of TDOT funds. In the event that the 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 acquisition reimbursable under 23 CFR Subpart 645A (in accordance with paragraph 6 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.

11. 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 acquisition 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.

12. TDOT shall have no liability except as specifically provided in this Contract.
13. This Contract may be modified only by a written amendment executed by the parties hereto.
14. 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.
15. 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 handicap or 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, upon request, show proof of such nondiscrimination and post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
16. 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.
17. 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.
18. 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.

19. 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.
20. 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.
21. 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
Suite 600, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0329
Facsimile Number: (615) 532-1548

With a copy if requested by TDOT to:

John Reinbold, General Counsel
Suite 300, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0326
Facsimile Number: (615) 532-5988

To the Utility:

Attention: _____

Facsimile Number: _____

With a copy if requested by Utility to:

Attention: _____

Facsimile Number: _____

IN WITNESS WHEREOF, the parties have executed this contract.

UTILITY
City of Springhill (Sewer)

BY: _____

TITLE: _____

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF
TRANSPORTATION

BY: _____
John C. Schroer
Commissioner

DATE: _____

APPROVED AS TO FORM AND
LEGALITY:

BY: _____
John H. Reinbold
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 of 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 contractor). "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.

"Exhibit A"

(PIN 121394.00) Sewer Reloc.



Project No: 60LPLM-S2-021
County: Maury
Date: May 27, 2016

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

Primary Contact: Mr. Dan Allen, P.E.
E-mail: dalen@springhilltn.org Phone: 931-486-2252
Secondary Contact: Jerome Dempsey, P.E.
E-mail: jdempsey@dempseyfilling.com Phone: 615-220-5800
Utility Name: City of Spring Hill
Address: 199 Town Center Parkway
City, State: Spring Hill, TN Zip: 37174



Percent On Private: 88% Private ROW - #Poles / Length of facility: 969
Percent On Public: 12% Public ROW - #Poles / Length of facility: 133
Total Percentage: 100% Total #Poles / Length of facility: 1102

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? N
(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
(Please check ONE) Other

NON-CHAPTER 86
% Private / Public Relocation
% Private / Public MOVE IN State Contract
Utility Replacement Easement Reimbursement

ENGINEERING COSTS

Description	Amount
Pre-Construction / Construction	\$ 15,900.00
Field Surveying	\$ 7,440.00
Construction Inspection	\$ 46,409.44
Reimbursable Expenses	\$ 550.40
ENGINEERING COST	\$ 70,299.84

UTILITY REIMBURSEMENT

CHAPTER 86 MOVE-IN CONTRACT	\$ -
CHAPTER 86 MOVE PRIOR	\$ -
NON-CHAPTER 86 MOVE-IN CONTRACT	\$ 67,432.99 ✓
NON-CHAPTER 86 MOVE PRIOR	\$ -

Does Estimate Exceed \$1.75M Cap? - N
Does Estimate Require 75% Cap? - Y

CONSTRUCTION (LABOR & MATERIAL)

Description	Amount
Installation Labor	\$ 85,534.00
Installation Materials	\$ 85,534.00
Removal Labor	\$ -
Site Costs	\$ -
Material Provided to State	\$ -
Salvage Materials	\$ -
Non-Usable Materials	\$ -
ESTIMATED CONSTRUCTION COST	\$ 171,068.00

AMOUNT TO BE PAID BY THE UTILITY

RELOCATION EXCEEDS \$1.75M CAP	\$ -
AMOUNT OVER 75% REIMBURSEMENT	\$ -

BETTERMENT

Description	Amount
Installation Labor	\$ -
Installation Materials	\$ -
ESTIMATED UTILITY BETTERMENT COST	\$ -

UTILITY DEPOSIT (IF APPLICABLE)

CHAPTER 86 MOVE-IN CONTRACT	\$ -
NON-CHAPTER 86 MOVE-IN CONTRACT	\$ 20,528.16 ✓

ESTIMATED REPLACEMENT EASEMENT COST: \$ 13,000.00
If cost is listed above, separate Easement Contract is needed
ESTIMATED TOTAL CONSTRUCTION COST: \$ -254,267.84

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.

Should not include easement
\$ 241,367.84

Exhibit A



Declaration of Scheduled Calendar Days

Project Number: 60LPLM-S2-021 Date: May 27, 2016

Description: SR 247 SIA Serving Magna & CLI (Sewer Relocation)

County: Maury

Utility Name: City of Spring Hill

Address: 199 Town Center Parkway

City, State: Spring Hill, TN Zip Code: 37174

Phone Number: 931-486-2252 Fax Number: _____

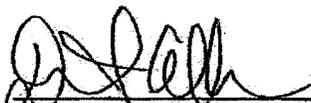
- Type of Facilities: Water Sewer Gas Telephone Electric
 CATV Fiberoptic Other

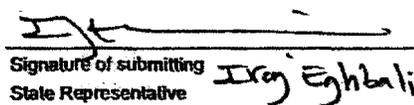
Required Period services cannot be interrupted: _____

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)	30	
Mobilize Work Force (Including Bidding process if Required)	30	
Complete Relocation	60	
Total Days To Complete	120 ✓	

Special Conditions:

 3/27/16
 Signature of submitting Utility Representative Date

 6/15/16
 Signature of submitting State Representative Date

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.

RESOLUTION 16-98

A RESOLUTION TO AUTHORIZE THE MAYOR OF SPRING HILL, TN TO SIGN AND APPROVE FUNDING FOR ACQUISITION OF SEWER EASEMENT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR PROJECT NO. 60019-2207-94

WHEREAS, TDOT proposes to widen and construct improvements on S.R. 247 at the intersection of Beechcroft Road and Cleburne Road [State Project No. 60019-2207-94; Federal Project No. HSIP-247(12); PIN No. 117319.01]; and

WHEREAS, TDOT has asked for the Mayor to sign the contract supplied that states the City agrees to convey existing sewer utility easements and acquire replacement easements for the relocation of sewer utilities as set forth in the proposal, so the general highway program may be carried out in accordance with the intent of the General Assembly of the State; and

WHEREAS, the contract supplied states the City will fund the acquisition of the replacement easements in the amount of \$8,500.00.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill authorizes the Mayor of Spring Hill, TN to sign and approve funding for acquisition of sewer easements contract with the Tennessee Department of Transportation for Project No. 60019-2207-94.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

SUBJECT: Authorization for the Mayor to sign and to fund acquisition of sewer easements for Beechcroft Road improvements

DATE: June 28, 2016

ATTENTION: Board of Mayor and Aldermen

STAFF: Dan Allen, Infrastructure Director



STAFF MEMORANDUM

The purpose of this memo is to provide information regarding a resolution to authorize the Mayor to sign and approve funding for acquisition of sewer easement contract with TDOT for widening and installation of improvements at the intersection of Beechcroft Road and Cleburne Road.

Background:

TDOT has requested the Mayor sign a contract under which the City agrees convey existing sewer utility easements and acquire replacement easements for the relocation of utilities to widen and construct improvements at the intersection of Beechcroft Road and Cleburne Road. The contract also states the City will fund the cost in the amount of \$8,500.00.

This is an unbudgeted item as the City did not have the contracts until June 27, 2016. Staff recommends to pay from Sewer Collection (410-52211-951) with the expense added through a budget amendment.

Staff Recommendation:

Staff recommends approval of the request.

RESOLUTION 16-XX

A RESOLUTION TO AUTHORIZE THE MAYOR OF SPRING HILL, TN TO SIGN AND APPROVE FUNDING FOR ACQUISITION OF SEWER EASEMENT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR PROJECT NO. 60019-2207-94

WHEREAS, TDOT proposes to widen and construct improvements on S.R. 247 at the intersection of Beechcroft Road and Cleburne Road [State Project No. 60019-2207-94; Federal Project No. HSIP-247(12); PIN No. 117319.01]; and

WHEREAS, TDOT has asked for the Mayor to sign the contract supplied that states the City agrees to convey existing sewer utility easements and acquire replacement easements for the relocation of sewer utilities as set forth in the proposal, so the general highway program may be carried out in accordance with the intent of the General Assembly of the State; and

WHEREAS, the contract supplied states the City will fund the acquisition of the replacement easements in the amount of \$8,500.00.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill authorizes the Mayor of Spring Hill, TN to sign and approve funding for acquisition of sewer easements contract with the Tennessee Department of Transportation for Project No. 60019-2207-94.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



UTILITY EASEMENT 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 Spring Hill (Sewer)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT plans to construct PIN Number **117319.01, SR-247 (Beechcroft Road) Intersection of Beechcroft Road and Cleburne Road** located in **Maury County**, Tennessee (hereinafter called the "Project"), and for said Project to be constructed it will be necessary for the Utility to convey existing utility easements for the proposed highway right-of-way and acquire replacement easements for the relocation of their facilities in order that said Project may be constructed; and

WHEREAS, the Utility has furnished TDOT with a relocation plans and an estimate showing the cost of acquiring said replacement easements, which estimate is in the amount of **\$8,500.00**; and

WHEREAS, the parties want to enter into a contract to provide for the acquisition of said replacement easements.

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) The Utility shall acquire said replacement easements in accordance with the estimate of cost and relocation plan as approved by TDOT, incorporated herein by reference, and as otherwise contemplated by this Contract. The estimate includes a written valuation of the replacement right-of-way. The approved estimate of cost is attached hereto as Exhibit "A".
(b) Any change in the approved relocation plan 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 in the Contract.
2. (a) The Utility shall acquire all utility rights-of-way outside of the proposed public highway right-of-way as may be needed to relocate its utility facilities, including any betterment.
(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.

3. (a) The Utility agrees that it will perform the acquisition work provided for in this Contract by one of the following methods (mark the appropriate space and **describe as required**):

- By force account (provided that the Utility is qualified to perform the work with its own forces in a satisfactory and timely manner)
 - By contract awarded to the lowest qualified bidder based on appropriate solicitation
 - By use of an existing continuing contract (provided that the costs are reasonable)
 - By combination of the above, **as described below**:
-
-

(b) Whenever the Utility elects to perform the acquisition work by award of a contract, it shall submit the same to TDOT for prior approval. TDOT may not be required to reimburse the Utility for its obligation under any contract that has not received the advance written approval of TDOT.

(c) 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.

(d) Neither the Utility nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Utility's proposed acquisition to be performed under a contract to be awarded by the Utility. The Utility further agrees that no employee, officer, or agent of the Utility shall participate in the selection, or in the award or administration of a contract for the performance of any part of the Utility's proposed acquisition 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 award of a contract to perform the Utility's acquisition 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.

(e) The Utility must request in writing and receive TDOT's written approval prior to any revision in the method of performing the acquisition work. Failure to do so may result in the loss of TDOT participation in the cost of acquisition.

4. 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 federal-aid project. The Utility acknowledges possession of a copy of the 23 CFR Subpart 645A.

5. 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.
6. Subject to the provisions of this paragraph and as otherwise provided in this Contract, TDOT agrees to reimburse the Utility for the cost of acquiring replacement easements in accordance with the approved plan, as follows:
 - (a) Subject to the provisions of the next succeeding paragraphs herein, the State agrees that it will pay the Utility the entire cost, under the provisions of 23 CFR §645.111, for acquiring the Utility's replacement easements in accordance with said estimate. The parties specifically recognize that the costs of acquiring easements are not fixed. TDOT agrees to pay the eligible, reasonable, and acceptable actual costs of acquiring the easements; provided, however, TDOT reserves the right to reject costs it finds to be ineligible or unreasonable. However, in no event shall the State be liable for costs of acquiring easements not included in the approved relocation plans or as modified and approved under this contract.
 - (b) 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 CFR Subpart 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.
 - (c) The Utility shall develop and record acquisition 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.
 - (d) 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.
 - (e) 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 reimbursable costs for the total acquisition project, as described in Exhibit "A" of 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.
 - (f) 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.

- (g) 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 acquisition 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.
- (h) 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.
- 7. TDOT shall have the right to confirm the financial information made available by the Utility to TDOT in support of the Utility's invoiced amounts. Any costs billed by the Utility that cannot be verified by TDOT records will not be reimbursed.
- 8. 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.
- 9. 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.
- 10. This Contract is subject to the appropriation and availability of TDOT funds. In the event that the 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 acquisition reimbursable under 23 CFR Subpart 645A (in accordance with paragraph 6 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.

11. 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 acquisition 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.

12. TDOT shall have no liability except as specifically provided in this Contract.
13. This Contract may be modified only by a written amendment executed by the parties hereto.
14. 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.
15. 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 handicap or 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, upon request, show proof of such nondiscrimination and post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
16. 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.
17. 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.
18. 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.

19. 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.
20. 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.
21. 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
Suite 600, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0329
Facsimile Number: (615) 532-1548

With a copy if requested by TDOT to:

John Reinbold, General Counsel
Suite 300, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0326
Facsimile Number: (615) 532-5988

To the Utility:

Attention: _____

Facsimile Number: _____

With a copy if requested by Utility to:

Attention: _____

Facsimile Number: _____

IN WITNESS WHEREOF, the parties have executed this contract.

UTILITY
City of Springhill (Sewer)

STATE OF TENNESSEE
DEPARTMENT OF
TRANSPORTATION

BY: _____

BY: _____
John C. Schroer
Commissioner

TITLE: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM AND
LEGALITY:

BY: _____
John H. Reinbold
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 of 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.

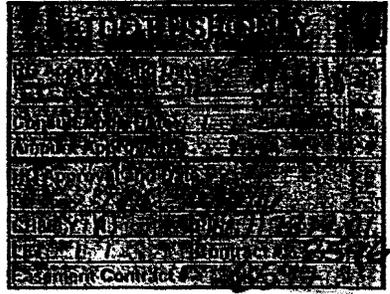
"Exhibit A"
Sewer Reloc.



Project No: 60019-2207-94
County: Maury
Date: May 27, 2016

Submittal and completion of this form is required by the department of transportation.

Primary Contact: Mr. Dan Allen, P.E.
E-mail: dalen@springhilltn.org Phone: 931-486-2252
Secondary Contact: _____ Phone: _____
E-mail: _____
Utility Name: City of Spring Hill
Address: 199 Town Center Parkway
City, State: Spring Hill, TN Zip: 37174
Percent On Private: 62% Private ROW - #Poles / Length of facility: 677
Percent On Public: 38% Public ROW - #Poles / Length of facility: 409
Total Percentage: 100% Total #Poles / Length of facility: 1086



Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? N
(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
(Please check ONE) Other

NON-CHAPTER 86
% Private / Public Relocation
% Private / Public MOVE IN State Contract
Utility Replacement Easement Reimbursement

Description	Amount
Pre-Construction / Construction	\$ -
Field Surveying	\$ -
Construction Inspection	\$ -
Reimbursable Expenses	\$ 625.60
ENGINEERING COST:	\$ 625.60

UTILITY REIMBURSEMENT	Amount
CHAPTER 86 MOVE IN CONTRACT	\$ -
CHAPTER 86 MOVE PRIOR	\$ -
NON-CHAPTER 86 MOVE IN CONTRACT	\$ 387.87
NON-CHAPTER 86 MOVE PRIOR	\$ -

Does Estimate Exceed \$1.75M Cap? - N
Does Estimate Require 75% Cap? - Y

Description	Amount
Installation Labor	\$ 65,975.00
Installation Materials	\$ 65,075.00
Removal Labor	\$ -
Site Costs	\$ -
Material Provided to State	\$ -
Salvage Materials	\$ -
Non-Usable Materials	\$ -
ESTIMATED CONSTRUCTION COST:	\$ 131,050.00

AMOUNT TO BE PAID BY THE UTILITY	Amount
RELOCATION EXCEEDS \$1.75M CAP	\$ -
AMOUNT OVER 75% REIMBURSEMENT	\$ -

Description	Amount
Installation Labor	\$ -
Installation Materials	\$ -
ESTIMATED UTILITY BETTERMENT COST:	\$ -

UTILITY DEPOSIT (IF APPLICABLE)	Amount
CHAPTER 86 MOVE IN CONTRACT	\$ -
NON-CHAPTER 86 MOVE IN CONTRACT	\$ 49,799.00

* ESTIMATED REPLACEMENT EASEMENT COST: \$ 8,500.00
If cost is listed above, separate Easement Contract is needed

ESTIMATED TOTAL CONSTRUCTION COST: \$ 140,175.60

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.

This should not include easement amount ∴
\$ 131,675.60

"Exhibit A"

Replacement Easement Acquisition Expenses

LINE NUMBER	EXISTING EASEMENT (AF)	PROPOSED EASEMENT (AF)	SURVEY / ENGINEERING (\$)	ATTORNEY'S FEES (\$)	BOONAN EXPENSE (\$)	TOTAL (\$)	DATE
4	9,760 (Swr & Wtr)	1,493.00	\$ 4,000.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	8,500.00
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
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			\$ -	\$ -	\$ -	\$ -	\$ -
Total Easement Acquisition Expenses						TOTAL	\$ 8,500.00

(To Page 4.1; F&I)

INSPECTION COSTS (PUBLIC)

TYPE	CONSULTANT	
	STANDARD	CONTINUING
\$	\$	\$

\$

INSPECTION COSTS (PRIVATE)

TYPE	CONSULTANT	
	STANDARD	CONTINUING
\$	\$	\$

\$

- 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)

"Exhibit A"



Declaration of Scheduled Calendar Days

Project Number: 60019-2207-94 Date: May 27, 2016
Description: SR 247 Beechcroft/Cleburne Intersection (Sewer Relocation)
County: Maury

Utility Name: City of Spring Hill
Address: 199 Town Center Parkway
City, State: Spring Hill, TN Zip Code: 37174
Phone Number: 931-486-2252 Fax Number: _____

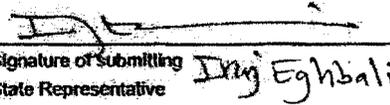
Type of Facilities: Water Sewer Gas Telephone Electric
 CATV Fiberoptic Other

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)	30	
Mobilize Work Force (including Bidding process if Required)	30	
Complete Relocation	45	
Total Days To Complete	105 ✓	

Special Conditions:

 5/27/16
Signature of submitting Utility Representative Date
 6/16/16
Signature of Submitting State Representative Date

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.

RESOLUTION 16-99

A RESOLUTION TO AUTHORIZE THE MAYOR OF SPRING HILL, TN TO SIGN AND APPROVE FUNDING FOR ACQUISITION OF WATER EASEMENT CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR PROJECT NO. 60019-2207-94

WHEREAS, TDOT proposes to widen and construct improvements on S.R. 247 at the intersection of Beechcroft Road and Cleburne Road [State Project No. 60019-2207-94; Federal Project No. HSIP-247(12); PIN No. 117319.01]; and

WHEREAS, TDOT has asked for the Mayor to sign the contract supplied that states the City agrees to convey existing water utility easements and acquire replacement easements for the relocation of water utilities as set forth in the proposal, so the general highway program may be carried out in accordance with the intent of the General Assembly of the State; and

WHEREAS, the contract supplied states the City will fund the acquisition of the replacement easements in the amount of \$17,500.00.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill authorizes the Mayor of Spring Hill, TN to sign and approve funding for acquisition of water easements contract with the Tennessee Department of Transportation for Project No. 60019-2207-94.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

SUBJECT: Authorization for the Mayor to sign and to fund acquisition of water easements for Beechcroft Road improvements

DATE: June 28, 2016

ATTENTION: Board of Mayor and Aldermen

STAFF: Dan Allen, Infrastructure Director



STAFF MEMORANDUM

The purpose of this memo is to provide information regarding a resolution to authorize the Mayor to sign and approve funding for acquisition of water easement contract with TDOT for widening and installation of improvements at the intersection of Beechcroft Road and Cleburne Road.

Background:

TDOT has requested the Mayor sign a contract under which the City agrees convey existing water utility easements and acquire replacement easements for the relocation of utilities to widen and construct improvements at the intersection of Beechcroft Road and Cleburne Road. The contract also states the City will fund the cost in the amount of \$17,500.00.

This is an unbudgeted item as the City did not have the contracts until June 27, 2016. Staff recommends to pay from Water Distribution (410-52100-915) with the expense added through a budget amendment.

Staff Recommendation:

Staff recommends approval of the request.

RESOLUTION 16-XX

**A RESOLUTION TO AUTHORIZE THE MAYOR OF SPRING HILL, TN TO
SIGN AND APPROVE FUNDING FOR ACQUISITION OF WATER EASEMENT
CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION
FOR PROJECT NO. 60019-2207-94**

WHEREAS, TDOT proposes to widen and construct improvements on S.R. 247 at the intersection of Beechcroft Road and Cleburne Road [State Project No. 60019-2207-94; Federal Project No. HSIP-247(12); PIN No. 117319.01]; and

WHEREAS, TDOT has asked for the Mayor to sign the contract supplied that states the City agrees to convey existing water utility easements and acquire replacement easements for the relocation of water utilities as set forth in the proposal, so the general highway program may be carried out in accordance with the intent of the General Assembly of the State; and

WHEREAS, the contract supplied states the City will fund the acquisition of the replacement easements in the amount of \$17,500.00.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill authorizes the Mayor of Spring Hill, TN to sign and approve funding for acquisition of water easements contract with the Tennessee Department of Transportation for Project No. 60019-2207-94.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



UTILITY EASEMENT 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 Spring Hill (Water)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT plans to construct PIN Number **117319.01, SR-247 (Beechcroft Road) Intersection of Beechcroft Road and Cleburne Road** located in **Maury County**, Tennessee (hereinafter called the "Project"), and for said Project to be constructed it will be necessary for the Utility to convey existing utility easements for the proposed highway right-of-way and acquire replacement easements for the relocation of their facilities in order that said Project may be constructed; and

WHEREAS, the Utility has furnished TDOT with a relocation plans and an estimate showing the cost of acquiring said replacement easements, which estimate is in the amount of **\$17,500.00**; and

WHEREAS, the parties want to enter into a contract to provide for the acquisition of said replacement easements.

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) The Utility shall acquire said replacement easements in accordance with the estimate of cost and relocation plan as approved by TDOT, incorporated herein by reference, and as otherwise contemplated by this Contract. The estimate includes a written valuation of the replacement right-of-way. The approved estimate of cost is attached hereto as Exhibit "A".
(b) Any change in the approved relocation plan 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 in the Contract.
2. (a) The Utility shall acquire all utility rights-of-way outside of the proposed public highway right-of-way as may be needed to relocate its utility facilities, including any betterment.
(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.

3. (a) The Utility agrees that it will perform the acquisition work provided for in this Contract by one of the following methods (mark the appropriate space and **describe as required**):

- By force account (provided that the Utility is qualified to perform the work with its own forces in a satisfactory and timely manner)
- By contract awarded to the lowest qualified bidder based on appropriate solicitation
- By use of an existing continuing contract (provided that the costs are reasonable)
- By combination of the above, **as described below**:

(b) Whenever the Utility elects to perform the acquisition work by award of a contract, it shall submit the same to TDOT for prior approval. TDOT may not be required to reimburse the Utility for its obligation under any contract that has not received the advance written approval of TDOT.

(c) 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.

(d) Neither the Utility nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Utility's proposed acquisition to be performed under a contract to be awarded by the Utility. The Utility further agrees that no employee, officer, or agent of the Utility shall participate in the selection, or in the award or administration of a contract for the performance of any part of the Utility's proposed acquisition 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 award of a contract to perform the Utility's acquisition 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.

(e) The Utility must request in writing and receive TDOT's written approval prior to any revision in the method of performing the acquisition work. Failure to do so may result in the loss of TDOT participation in the cost of acquisition.

4. 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 federal-aid project. The Utility acknowledges possession of a copy of the 23 CFR Subpart 645A.

5. 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.
6. Subject to the provisions of this paragraph and as otherwise provided in this Contract, TDOT agrees to reimburse the Utility for the cost of acquiring replacement easements in accordance with the approved plan, as follows:
 - (a) Subject to the provisions of the next succeeding paragraphs herein, the State agrees that it will pay the Utility the entire cost, under the provisions of 23 CFR §645.111, for acquiring the Utility's replacement easements in accordance with said estimate. The parties specifically recognize that the costs of acquiring easements are not fixed. TDOT agrees to pay the eligible, reasonable, and acceptable actual costs of acquiring the easements; provided, however, TDOT reserves the right to reject costs it finds to be ineligible or unreasonable. However, in no event shall the State be liable for costs of acquiring easements not included in the approved relocation plans or as modified and approved under this contract.
 - (b) 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 CFR Subpart 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.
 - (c) The Utility shall develop and record acquisition 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.
 - (d) 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.
 - (e) 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 reimbursable costs for the total acquisition project, as described in Exhibit "A" of 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.
 - (f) 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.

- (g) 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 acquisition 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.
- (h) 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.
- 7. TDOT shall have the right to confirm the financial information made available by the Utility to TDOT in support of the Utility's invoiced amounts. Any costs billed by the Utility that cannot be verified by TDOT records will not be reimbursed.
- 8. 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.
- 9. 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.
- 10. This Contract is subject to the appropriation and availability of TDOT funds. In the event that the 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 acquisition reimbursable under 23 CFR Subpart 645A (in accordance with paragraph 6 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.

- 11.** 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 acquisition 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.

- 12.** TDOT shall have no liability except as specifically provided in this Contract.
- 13.** This Contract may be modified only by a written amendment executed by the parties hereto.
- 14.** 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.
- 15.** 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 handicap or 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, upon request, show proof of such nondiscrimination and post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 16.** 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.
- 17.** 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.
- 18.** 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.

19. 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.
20. 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.
21. 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
Suite 600, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0329
Facsimile Number: (615) 532-1548

With a copy if requested by TDOT to:

John Reinbold, General Counsel
Suite 300, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0326
Facsimile Number: (615) 532-5988

To the Utility:

Attention: _____

Facsimile Number: _____

With a copy if requested by Utility to:

Attention: _____

Facsimile Number: _____

IN WITNESS WHEREOF, the parties have executed this contract.

UTILITY
City of Springhill (Water)

BY: _____

TITLE: _____

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF
TRANSPORTATION

BY: _____
John C. Schroer
Commissioner

DATE: _____

APPROVED AS TO FORM AND
LEGALITY:

BY: _____
John H. Reinbold
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 of 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.

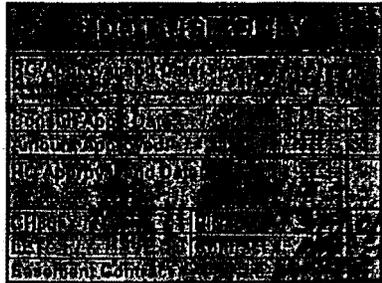
"Exhibit A"
Water Reloc.



Project No: 60019-2207-94
County: Maury
Date: May 27, 2016

Submittal and completion of this form is required for installation of all poles and equipment.

Primary Contact: Mr. Dan Allen, P.E.
E-mail: dalen@springhillin.org Phone: 931-486-2252
Secondary Contact: _____
E-mail: _____ Phone: _____
Utility Name: City of Spring Hill
Address: 199 Town Center Parkway
City, State: Spring Hill, TN Zip: 37174



Percent On Private: 93% Private ROW - #Poles / Length of facility: 601
Percent On Public: 7% Public ROW - #Poles / Length of facility: 46
Total Percentage: 100% Total #Poles / Length of facility: 647

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? N
(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
(Please check ONE) Other
NON-CHAPTER 86 % Private / Public Relocation
% Private / Public MOVE IN State Contract
Utility Replacement Easement Reimbursement

ENGINEERING

Description	Amount
Pre-Construction / Construction	\$ 18,400.00
Field Surveying	\$ 4,550.00
Construction Inspection	\$ -
Reimbursable Expenses	\$ 625.60
ENGINEERING TOTAL:	\$ 23,575.60

UTILITY REIMBURSEMENT

CHAPTER 86 MOVE IN CONTRACT	\$ -
CHAPTER 86 MOVE PRIOR	\$ -
NON-CHAPTER 86 MOVE IN CONTRACT	\$ 21,025.31
NON-CHAPTER 86 MOVE PRIOR	\$ -

CONSTRUCTION (LABOR & MATERIAL)

Description	Amount
Installation Labor	\$ 90,595.00
Installation Materials	\$ 90,595.00
Removal Labor	\$ -
Site Costs	\$ -
Material Provided to State	\$ -
Salvage Materials	\$ -
Non-Usable Materials	\$ -
ESTIMATED CONSTRUCTION COST:	\$ 181,190.00

Does Estimate Exceed \$1.75M Cap? - N
Does Estimate Require 75% Cap? - Y

AMOUNT TO BE PAID BY THE UTILITY

RELOCATION EXCEEDS \$1.75M CAP:	\$ -
AMOUNT OVER 75% REIMBURSEMENT:	\$ -

BETTERMENT

Description	Amount
Installation Labor	\$ -
Installation Materials	\$ -
ESTIMATED UTILITY BETTERMENT COST:	\$ -

UTILITY DEPOSIT (IF APPLICABLE)

CHAPTER 86 MOVE IN CONTRACT:	\$ -
NON-CHAPTER 86 MOVE IN CONTRACT:	\$ 12,683.30

* ESTIMATED REPLACEMENT EASEMENT COST: \$ 17,500.00
If cost is listed above, separate Easement Contract is needed
ESTIMATED TOTAL CONSTRUCTION COST: \$ 202,266.60

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.

This amount should not include easement, ∴ \$ 204,765.60

"Exhibit A"

Replacement Easement Acquisition Expenses

4 (PERM)	9,760 (Swr & Wtr)	3,555.00	\$ 4,000.00	\$ 2,000.00	\$ 500.00	\$ 5,000.00	\$	11,500.00	
4 (TEMP)		4,731.00	\$ 2,000.00	\$ 1,000.00	\$	\$ 3,000.00	\$	6,000.00	
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Total Easement Acquisition Expenses			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
			Attached Additional Sheet: Y/N				TOTAL		\$ 17,500.00

(To Page 4.1, F61)

INSPECTION COSTS (PUBLIC)

	STANDARD	CONSULTANT	CONTINUING
\$	-	-	3,698.68

3,698.68

INSPECTION COSTS (PRIVATE)

	STANDARD	CONSULTANT	CONTINUING
\$	-	-	48,139.34

48,139.34

- 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)

"Exhibit A"



Declaration of Scheduled Calendar Days

Project Number: 60019-2207-94 Date: May 27, 2016

Description: SR 247 Beechcroft/Cleburne Intersection (Water Relocation)

County: Maury

Utility Name: City of Spring Hill

Address: 199 Town Center Parkway

City, State: Spring Hill, TN Zip Code: 37174

Phone Number: 931-486-2252 Fax Number: _____

- Type of Facilities: Water Sewer Gas Telephone Electric
 CATV Fiberoptic Other

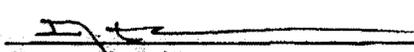
Required Period services cannot be interrupted: _____

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.

	Days to Complete	Special Condition
Stock Pile Material (including ordering material)	30	
Mobilize Work Force (including Bidding process if Required)	30	
Complete Relocation	45	
Total Days To Complete	105 ✓	

Special Conditions:

 5/27/16
 Signature of submitting Utility Representative Date

 6/16/16
 Signature of submitting State Representative Date

MTC 6/16/16

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.

RESOLUTION 16-100

**A RESOLUTION TO AUTHORIZE THE MAYOR OF SPRING HILL, TN TO
SIGN AND APPROVE FUNDING FOR UTILITY (SEWER) RELOCATION
CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION
FOR PROJECT NO. 60019-2207-94**

WHEREAS, TDOT proposes to widen and install improvements on S.R. 247 at the intersection of Beechcroft Road and Cleburne Road [State Project No. 60019-2207-94; Federal Project No. HSIP-247(12); PIN No. 117319.01]; and

WHEREAS, TDOT has asked for the Mayor to sign the contract supplied that states the City agrees to relocate certain sewer facilities as set forth in the proposal, so the general highway program may be carried out in accordance with the intent of the General Assembly of the State; and

WHEREAS, the contract supplied states the City will fund the relocation of the sewer facilities in the amount of \$184,013.60.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill authorizes the Mayor of Spring Hill, TN to sign and approve funding for utility (sewer) relocation contract with the Tennessee Department of Transportation for Project No. 60019-2207-94.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

SUBJECT: Authorization for the Mayor to sign and to fund the utilities (sewer) relocation for Beechcroft Road improvements

DATE: June 28, 2016

ATTENTION: Board of Mayor and Aldermen

STAFF: Dan Allen, Infrastructure Director



STAFF MEMORANDUM

The purpose of this memo is to provide information regarding a resolution to authorize the Mayor to sign and approve funding for utilities (sewer) relocation for widening and installation of improvements at the intersection of Beechcroft Road and Cleburne Road.

Background:

TDOT has requested the Mayor sign a contract under which the City agrees to relocate sewer facilities to widen the road and install improvements at the intersection of Beechcroft Road and Cleburne Road. The contract also states the City will fund the cost in the amount of \$184,013.60. 62% of the total is entitled to reimbursement.

This is an unbudgeted item as the City did not have the contracts until June 27, 2016. Staff recommends to pay from Sewer Collection (410-52211-951) with the expense added through a budget amendment.

Staff Recommendation:

Staff recommends approval of the request.

RESOLUTION 16-XX

**A RESOLUTION TO AUTHORIZE THE MAYOR OF SPRING HILL, TN TO
SIGN AND APPROVE FUNDING FOR UTILITY (SEWER) RELOCATION
CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION
FOR PROJECT NO. 60019-2207-94**

WHEREAS, TDOT proposes to widen and install improvements on S.R. 247 at the intersection of Beechcroft Road and Cleburne Road [State Project No. 60019-2207-94; Federal Project No. HSIP-247(12); PIN No. 117319.01]; and

WHEREAS, TDOT has asked for the Mayor to sign the contract supplied that states the City agrees to relocate certain sewer facilities as set forth in the proposal, so the general highway program may be carried out in accordance with the intent of the General Assembly of the State; and

WHEREAS, the contract supplied states the City will fund the relocation of the sewer facilities in the amount of \$184,013.60.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill authorizes the Mayor of Spring Hill, TN to sign and approve funding for utility (sewer) relocation contract with the Tennessee Department of Transportation for Project No. 60019-2207-94.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



HSIP-247(12) / 60019-2207-94

Contract No. 8596

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 Spring Hill (Sewer)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT plans to construct PIN Number **117319.01, SR-247 (Beechcroft Road) Intersection of Beechcroft Road and Cleburne Road** located in **Maury 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, **38** percent of which are located on public highway right-of-way and **63** percent of which are located on private utility right-of-way; 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 **\$184,013.60**, including the amount of **\$625,60** for the cost of engineering; including the amount of **\$52,338.00** for the cost of inspection provided by the Utility; including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$49,799.00** for deposit for the utility work in the State contract, and of which **62** 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 **38** 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, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

WHEREAS, TDOT is liable for the relocation of utility facilities located on private utility right-of-way but is not liable for adjustment of the facilities located on publicly owned right-of-way or for any utility betterment costs; 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; 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 Utility's Cost. Reimbursement shall be based on the agreed percentage of the actual cost of the Utility's 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 Utility's Cost items 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 Utility's Cost charges, the difference will be refunded to the Utility. In the event said Utility's 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 in 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 subcontract 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.** 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. In addition, the Utility agrees to hold harmless and indemnify TDOT from all 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.
- 3. (a)** The Utility has acquired or shall acquire all utility rights-of-way outside of the proposed 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 Letter 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.** 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 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 costs associated with the relocation of the Utility's facilities, as follows:
 - (a) The Utility shall perform any 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) 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.
 - (c) 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 CFR Subpart 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.
 - (d) The Utility shall develop and record all 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.
 - (e) 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.

- (f) 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.
 - (g) 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.
 - (h) 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.
 - (i) 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.
 - (j) 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 relocation 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
Suite 600, James K. Polk Building
505 Deaderick Street

Nashville, Tennessee 37243-0329
Facsimile Number: (615) 532-1548

With a copy if requested by TDOT to:
John H. Reinbold, General Counsel
Suite 300, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0326
Facsimile Number: (615) 532-5988

To the Utility:

Attention: _____

Facsimile Number: _____

With a copy if requested by Utility to:

Attention: _____

Facsimile Number: _____

IN WITNESS WHEREOF, the parties have executed this contract.

UTILITY

City of Springhill (Sewer)

STATE OF TENNESSEE
DEPARTMENT OF
TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

BY: _____
John C. Schroer
Commissioner

DATE: _____

APPROVED AS TO FORM AND
LEGALITY:

BY: _____
John H. Reinbold
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.

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



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

Code of Federal Regulations

Title 23 United States Code, Section 313

§ 313. Buy America

- (a) Notwithstanding any other provision of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated to carry out the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title and administered by the Department of Transportation, unless steel, iron, and manufactured products used in such project are produced in the United States.
- (b) The provisions of subsection (a) of this section shall not apply where the Secretary finds--
- (1) that their application would be inconsistent with the public interest;
 - (2) that such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- [(4) Redesignated (3)]
- (c) For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.
- (d) The Secretary of Transportation shall not impose any limitation or condition on assistance provided under the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title that restricts any State from imposing more stringent requirements than this section on the use of articles, materials, and supplies mined, produced, or manufactured in foreign countries in projects carried out with such assistance or restricts any recipient of such assistance from complying with such State imposed requirements.
- (e) Intentional violations.--If it has been determined by a court or Federal agency that any person intentionally--
- (1) affixed a label bearing a "Made in America" inscription, or any inscription with the same meaning, to any product used in projects to which this section applies, sold in or shipped to the United States that was not made in the United States; or
 - (2) represented that any product used in projects to which this section applies, sold in or shipped to the United States that was not produced in the United States, was produced in the United States;
- that person shall be ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991 pursuant to the debarment, suspension, and ineligibility procedures in subpart 9.4 of chapter 1 of title 48, Code of Federal Regulations.
- (f) Limitation on applicability of waivers to products produced in certain foreign countries.--If the Secretary, in consultation with the United States Trade Representative, determines that--
- (1) a foreign country is a party to an agreement with the United States and pursuant to that agreement the head of an agency of the United States has waived the requirements of this section, and
 - (2) the foreign country has violated the terms of the agreement by discriminating against products covered by this section that are produced in the United States and are covered by the agreement,
- the provisions of subsection (b) shall not apply to products produced in that foreign country.

[(g) Redesignated (f)]

Updated: 04/07/2011

The following link is the current FHWA site for Buy America compliance and shall be reviewed:

<http://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

Code of Federal Regulations

Title 23 – Highways

Volume: 1

Date: 2001-04-01

Original Date: 2001-04-01

Title: Section 635.410 - Buy America requirements.

Context: Title 23 - Highways.

CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION.

SUBCHAPTER F - TRANSPORTATION INFRASTRUCTURE MANAGEMENT.

PART 635 - CONSTRUCTION AND MAINTENANCE.

Subpart D - General Material Requirements.

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if:

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note: For a waiver document affecting § 635.410, see 60 FR 15478, Mar. 24, 1995.

Updated: 04/26/2012

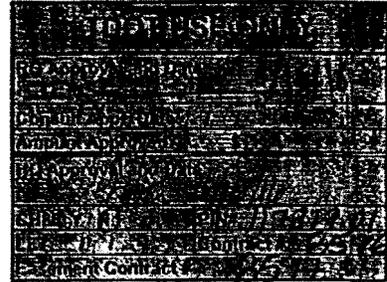
"Exhibit A"
Sever Rebc.



Project No: 60019-2207-94
County: Maury
Date: May 27, 2016

and completion of this form required for consideration of simple or direct

Primary Contact: Mr. Dan Allen, P.E.
E-mail: dalen@springhilltn.org Phone: 931-486-2252
Secondary Contact: _____
E-mail: _____ Phone: _____
Utility Name: City of Spring Hill
Address: 199 Town Center Parkway
City, State: Spring Hill, TN Zip: 37174



Percent On Private: 62% Private ROW - #Poles / Length of facility: 677
Percent On Public: 38% Public ROW - #Poles / Length of facility: 409
Total Percentage: 100% Total #Poles / Length of facility: 1086

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? N
(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
(Please check ONE) Other

NON-CHAPTER 86
% Private / Public Relocation
% Private / Public MOVE IN State Contract
Utility Replacement Easement Reimbursement

Description	Amount
Pre-Construction / Construction	\$ -
Field Surveying	\$ -
Construction Inspection	\$ 52338
Reimbursable Expenses	\$ 625.60
ENGINEERING COST	\$ 52963.60

UTILITY REIMBURSEMENT	Amount
CHAPTER 86 MOVE IN CONTRACT	\$ -
CHAPTER 86 MOVE PRIOR	\$ -
NON-CHAPTER 86 MOVE IN CONTRACT	\$ 387.87
NON-CHAPTER 86 MOVE PRIOR	\$ -

Does Estimate Exceed \$1.75M Cap? - N
Does Estimate Require 75% Cap? - Y

Description	Amount
Installation Labor	\$ 65,975.00
Installation Materials	\$ 65,075.00
Removal Labor	\$ -
Site Costs	\$ -
Material Provided to State	\$ -
Salvage Materials	\$ -
Non-Usable Materials	\$ -
ESTIMATED CONSTRUCTION COST	\$ 131,050.00

AMOUNT TO BE PAID BY THE UTILITY	Amount
RELOCATION EXCEEDS \$1.75M CAP	\$ -
AMOUNT OVER 75% REIMBURSEMENT	\$ -

Description	Amount
Installation Labor	\$ -
Installation Materials	\$ -
ESTIMATED UTILITY BETTERMENT COST	\$ -

UTILITY DEPOSIT (IF APPLICABLE)	Amount
CHAPTER 86 MOVE IN CONTRACT	\$ -
NON-CHAPTER 86 MOVE IN CONTRACT	\$ 49,799.00

* **ESTIMATED REPLACEMENT EASEMENT COST** \$ 8,500.00
If cost is listed above, separate Easement Contract is needed
ESTIMATED TOTAL CONSTRUCTION COST \$ 140,175.60

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.

This should not include
easement amount :
\$ 131,675.60
\$ 184,013.60

Exhibit A



ESTIMATE OF ENGINEERING COST

TDOT Project Number(s): HSIP-247(12) 60010-2207-04
 Utility Name & Address:
City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

County(ies): Maury
 Consultant Name & Address:
Dempsy, Dilling & Associates, P.C.
502 Hazelwood Drive
Smyrna, TN 37167

CONSULTANT ENGINEERING ESTIMATE

Place an "X" in the appropriate box: Standard Contract Continuing Contract (attach copy of Contract for TDOT verification)

I. ENGINEERING SERVICES	Classification	Rate/Hr	PRE-CONSTRUCTION/CONSTRUCTION		FIELD SURVEYING		CONSTRUCTION INSPECTION	
			Hours	Total	Hours	Total	Hours	Total
Principal		\$ 125.00	40	\$ 5,000.00	8	\$ 1,000.00	20	\$ 2,500.00
Project Manager		\$ 100.00		\$ -	8	\$ 800.00	40	\$ 4,000.00
Design Engineer		\$ 100.00	40	\$ 4,000.00		\$ -		\$ -
Designer / Senior Designer		\$ 65.00	40	\$ 2,600.00	10	\$ 650.00	20	\$ 1,300.00
Technician / Draftsperson		\$ 50.00	40	\$ 2,000.00	10	\$ 500.00		\$ -
Administrative		\$ 50.00	20	\$ 1,000.00	8	\$ 400.00	40	\$ 2,000.00
Field Inspector		\$ 65.00		\$ -		\$ -	600	\$ 39,000.00
Licensed Surveyor		\$ 100.00		\$ -		\$ -		\$ -
Rod Person		\$ 75.00		\$ -	16	\$ 1,200.00	8	\$ 600.00
		\$ -		\$ -	8	\$ -	8	\$ -
Total Engineering Services			180	\$ 14,600.00	68	\$ 4,550.00	736	\$ 49,400.00

II. REIMBURSABLE EXPENSES		PRE-CONSTRUCTION/CONSTRUCTION		FIELD SURVEYING		CONSTRUCTION INSPECTION	
Cost/Unit	Quantity	Total	Quantity	Total	Quantity	Total	
Transportation / Mile:	\$ 0.47 X 240	\$ 112.80	240	\$ 112.80	5400	\$ 2,538.00	
Meals / Day:	\$ - X	\$ -		\$ -		\$ -	
Lodging / Day:	\$ - X	\$ -		\$ -		\$ -	
Printing / Shipping:							
Other (Specify):							
Other (Specify):	Printing	\$ 200.00		\$ 200.00		\$ 400.00	
Total Reimbursable Expenses		\$ 312.80		\$ 312.80		\$ 2,938.00	

III. INDIRECT / OVERHEAD EXPENSES		PRE-CONSTRUCTION/CONSTRUCTION		FIELD SURVEYING		CONSTRUCTION INSPECTION	
Indirect/Overhead Rate (not to exceed 145%):	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
IV. PROFIT (2.5% (2.31% ALLOWABLE RATE):	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	

(Expenses for Sections III and IV only apply to Consultant Engineering Services without a Continuing Contract agreement with the Utility)

TOTAL ENGINEERING COST	INSPECTION (Standard)	INSPECTION (Continuing)
Standard Consultant: (I+II+III+IV) =	Private: \$ -	Private: \$ -
Continuing Contract: (I+II) =	Public: \$ -	Public: \$ -

DATE: 6/16/16
 BY: [Signature] REG. UTILITIES OFFICE
 TOTAL COST (Engineering and Inspection)
 Standard Consultant: \$ -
 Continuing Contract: \$ -

Contingent * Upon Pub/Pvt. Percentage
 19400
 + 2938
 52338

IN-HOUSE ENGINEERING ESTIMATE

I. ENGINEERING SERVICES	Classification	Rate/Hr	PRE-CONSTRUCTION/CONSTRUCTION		FIELD SURVEYING		CONSTRUCTION INSPECTION	
			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		PRE-CONSTRUCTION/CONSTRUCTION		FIELD SURVEYING		CONSTRUCTION INSPECTION	
Cost/Unit	Quantity	Total	Quantity	Total	Quantity	Total	
Transportation / Mile:	\$ 0.47 X	\$ -		\$ -		\$ -	
Meals / Day:	\$ - X	\$ -		\$ -		\$ -	
Lodging / Day:	\$ - X	\$ -		\$ -		\$ -	
Printing / Shipping:							
Other (Specify):							
Other (Specify):							
Total Reimbursable Expenses		\$ -		\$ -		\$ -	

III. INDIRECT / OVERHEAD EXPENSES		PRE-CONSTRUCTION/CONSTRUCTION		FIELD SURVEYING		CONSTRUCTION INSPECTION	
Indirect/Overhead Rate (not to exceed 145%):	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	

TOTAL ENGINEERING COST: \$ -
 TOTAL INSPECTION COST:
 Private: \$ -
 Public: \$ -

"Exhibit A"



Declaration of Scheduled Calendar Days

Project Number: 60019-2207-94 Date: May 27, 2016

Description: SR 247 Beechcroft/Cleburne Intersection (Sewer Relocation)

County: Maury

Utility Name: City of Spring Hill

Address: 199 Town Center Parkway

City, State: Spring Hill, TN Zip Code: 37174

Phone Number: 931-486-2252 Fax Number: _____

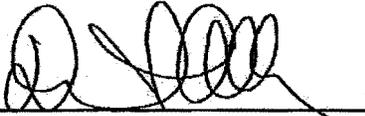
- Type of Facilities: Water Sewer Gas Telephone Electric
 CATV Fiberoptic Other

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)	30	
Mobilize Work Force (including Bidding process if Required)	30	
Complete Relocation	45	
Total Days To Complete	105 ✓	

Special Conditions:


Date 5/27/16


Date 6/16/16

Signature of submitting Utility Representative Signature of Submitting State Representative

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.

RESOLUTION 16-101

A RESOLUTION TO AUTHORIZE THE MAYOR OF SPRING HILL, TN TO SIGN AND APPROVE FUNDING FOR UTILITY (WATER) RELOCATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR PROJECT NO. 60019-2207-94

WHEREAS, TDOT proposes to widen and install improvements on S.R. 247 at the intersection of Beechcroft Road and Cleburne Road [State Project No. 60019-2207-94; Federal Project No. HSIP-247(12); PIN No. 117319.01]; and

WHEREAS, TDOT has asked for the Mayor to sign the contract supplied that states the City agrees to relocate certain water facilities as set forth in the proposal, so the general highway program may be carried out in accordance with the intent of the General Assembly of the State; and

WHEREAS, the contract supplied states the City will fund the relocation of the water facilities in the amount of \$257,603.60.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill authorizes the Mayor of Spring Hill, TN to sign and approve funding for utility (water) relocation contract with the Tennessee Department of Transportation for Project No. 60019-2207-94.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

SUBJECT: Authorization for the Mayor to sign and to fund the utilities (water) relocation for Beechcroft Road improvements

DATE: June 28, 2016

ATTENTION: Board of Mayor and Aldermen

STAFF: Dan Allen, Infrastructure Director



STAFF MEMORANDUM

The purpose of this memo is to provide information regarding a resolution to authorize the Mayor to sign and approve funding for utilities (water) relocation for widening and installation of improvements at the intersection of Beechcroft Road and Cleburne Road.

Background:

TDOT has requested the Mayor sign a contract under which the City agrees to relocate water facilities to widen the road and install improvements at the intersection of Beechcroft Road and Cleburne Road. The contract also states the City will fund the cost in the amount of \$257,603.60. 93% of the total is entitled to reimbursement.

This is an unbudgeted item as the City did not have the contracts until June 27, 2016. Staff recommends to pay from Water Distribution (410-52100-915) with the expense added through a budget amendment.

Staff Recommendation:

Staff recommends approval of the request.

RESOLUTION 16-XX

**A RESOLUTION TO AUTHORIZE THE MAYOR OF SPRING HILL, TN TO
SIGN AND APPROVE FUNDING FOR UTILITY (WATER) RELOCATION
CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION
FOR PROJECT NO. 60019-2207-94**

WHEREAS, TDOT proposes to widen and install improvements on S.R. 247 at the intersection of Beechcroft Road and Cleburne Road [State Project No. 60019-2207-94; Federal Project No. HSIP-247(12); PIN No. 117319.01]; and

WHEREAS, TDOT has asked for the Mayor to sign the contract supplied that states the City agrees to relocate certain water facilities as set forth in the proposal, so the general highway program may be carried out in accordance with the intent of the General Assembly of the State; and

WHEREAS, the contract supplied states the City will fund the relocation of the water facilities in the amount of \$257,603.60.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill authorizes the Mayor of Spring Hill, TN to sign and approve funding for utility (water) relocation contract with the Tennessee Department of Transportation for Project No. 60019-2207-94.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



HSIP-247(12) / 60019-2207-94

Contract No. 8594

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 Spring Hill (Water)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT plans to construct PIN Number **117319.01, SR-247 (Beechcroft Road) Intersection of Beechcroft Road and Cleburne Road** located in **Maury 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, **7** percent of which are located on public highway right-of-way and **93** percent of which are located on private utility right-of-way; 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 **\$257,603.60**, including the amount of **\$23,575.60** for the cost of engineering; including the amount of **\$52,838.00** for the cost of inspection provided by the Utility; including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$12,683.60** for deposit for the utility work in the State contract, and of which **93** 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 **7** 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, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

WHEREAS, TDOT is liable for the relocation of utility facilities located on private utility right-of-way but is not liable for adjustment of the facilities located on publicly owned right-of-way or for any utility betterment costs; 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; 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 Utility's Cost. Reimbursement shall be based on the agreed percentage of the actual cost of the Utility's 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 Utility's Cost items 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 Utility's Cost charges, the difference will be refunded to the Utility. In the event said Utility's 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 in 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 subcontract 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. 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. In addition, the Utility agrees to hold harmless and indemnify TDOT from all 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.
 3. (a) The Utility has acquired or shall acquire all utility rights-of-way outside of the proposed 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 Letter 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. 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 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 costs associated with the relocation of the Utility's facilities, as follows:
 - (a) The Utility shall perform any 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) 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.
 - (c) 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 CFR Subpart 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.
 - (d) The Utility shall develop and record all 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.
 - (e) 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.

- (f) 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.
 - (g) 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.
 - (h) 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.
 - (i) 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.
 - (j) 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 relocation 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
Suite 600, James K. Polk Building
505 Deaderick Street

Nashville, Tennessee 37243-0329
Facsimile Number: (615) 532-1548

With a copy if requested by TDOT to:

John H. Reinbold, General Counsel
Suite 300, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0326
Facsimile Number: (615) 532-5988

To the Utility:

Attention: _____

Facsimile Number: _____

With a copy if requested by Utility to:

Attention: _____

Facsimile Number: _____

IN WITNESS WHEREOF, the parties have executed this contract.

UTILITY

City of Springhill (Water)

STATE OF TENNESSEE
DEPARTMENT OF
TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

BY: _____

John C. Schroer
Commissioner

DATE: _____

APPROVED AS TO FORM AND
LEGALITY:

BY: _____

John H. Reinbold
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 lump 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

CONTRACT NO: _____

RECORDED BY: _____

UTILITY COMPANY _____

PROJECT NO: _____

PROJECT ENGINEER _____

UTILITY CONTRACT NO. _____

REF. NO: _____

UTILITY REPRESENTATIVE: _____

DATE: _____

(For "Work Order" Reimbursable Projects)

DESCRIPTION OF WORK PERFORMED	LABOR			MATERIALS REMOVED		
	NAME	CLASSIFICATION	HOURS	ITEM	U.S.	QUANTITY
S A M P L E	S A M P L E			S A M P L E		
	LABOR USED TO RESTORE RECOVERED MATERIAL TO SUITABLE CONDITION FOR REUSE SHOULD BE INCLUDED ON THIS REPORT.			IF BOTH PARTIES AGREE THAT MATERIAL IS NOT SALVAGEABLE, A CHECK IS TO BE ENTERED IN THE U.S. COLUMN		
	MATERIALS USED		TRANSPORTATION AND EQUIPMENT			
	ITEM	QUANTITY		TYPE	HOURS	MILES

Distribution of copies:
 White: Reg. Eng.
 Yellow: Utility Co.
 Pink: Field

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 _____

Item Number	Description	Unit	Installed Quantity



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

Code of Federal Regulations

Title 23 United States Code, Section 313

§ 313. Buy America

- (a) Notwithstanding any other provision of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated to carry out the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title and administered by the Department of Transportation, unless steel, iron, and manufactured products used in such project are produced in the United States.
- (b) The provisions of subsection (a) of this section shall not apply where the Secretary finds--
- (1) that their application would be inconsistent with the public interest;
 - (2) that such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- [(4) Redesignated (3)]
- (c) For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.
- (d) The Secretary of Transportation shall not impose any limitation or condition on assistance provided under the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title that restricts any State from imposing more stringent requirements than this section on the use of articles, materials, and supplies mined, produced, or manufactured in foreign countries in projects carried out with such assistance or restricts any recipient of such assistance from complying with such State imposed requirements.
- (e) Intentional violations.--If it has been determined by a court or Federal agency that any person intentionally--
- (1) affixed a label bearing a "Made in America" inscription, or any inscription with the same meaning, to any product used in projects to which this section applies, sold in or shipped to the United States that was not made in the United States; or
 - (2) represented that any product used in projects to which this section applies, sold in or shipped to the United States that was not produced in the United States, was produced in the United States;
- that person shall be ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991 pursuant to the debarment, suspension, and ineligibility procedures in subpart 9.4 of chapter 1 of title 48, Code of Federal Regulations.
- (f) Limitation on applicability of waivers to products produced in certain foreign countries.--If the Secretary, in consultation with the United States Trade Representative, determines that--
- (1) a foreign country is a party to an agreement with the United States and pursuant to that agreement the head of an agency of the United States has waived the requirements of this section, and
 - (2) the foreign country has violated the terms of the agreement by discriminating against products covered by this section that are produced in the United States and are covered by the agreement,
- the provisions of subsection (b) shall not apply to products produced in that foreign country.

[(g) Redesignated (f)]

Updated: 04/07/2011

The following link is the current FHWA site for Buy America compliance and shall be reviewed:

<http://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

Code of Federal Regulations

Title 23 – Highways

Volume: 1

Date: 2001-04-01

Original Date: 2001-04-01

Title: Section 635.410 - Buy America requirements.

Context: Title 23 - Highways.

CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION.

SUBCHAPTER F - TRANSPORTATION INFRASTRUCTURE MANAGEMENT.

PART 635 - CONSTRUCTION AND MAINTENANCE.

Subpart D - General Material Requirements.

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if:

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note: For a waiver document affecting § 635.410, see 60 FR 15478, Mar. 24, 1995.

Updated: 04/26/2012

Robert A

Water Reloc.



Project No: 60019-2207-94
County: Maury
Date: May 27, 2016

Initial and Completion of the form is required for consideration of the project for reimbursement

Primary Contact: Mr. Dan Allen, P.E.
E-mail: dalien@springhilltn.org Phone: 931-486-2252
Secondary Contact: _____
E-mail: _____ Phone: _____
Utility Name: City of Spring Hill
Address: 199 Town Center Parkway
City, State: Spring Hill, TN Zip: 37174



Percent On Private: 93% Private ROW - #Poles / Length of facility: 601
Percent On Public: 7% Public ROW - #Poles / Length of facility: 46
Total Percentage: 100% Total #Poles / Length of facility: 647

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? N
(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
(Please check ONE) Other

NON-CHAPTER 86
% Private / Public Relocation
% Private / Public MOVE IN State Contract
Utility Replacement Easement Reimbursement

ENGINEERING

Description	Amount
Pre-Construction / Construction	\$ 18,400.00
Field Surveying	\$ 4,550.00
Construction Inspection	\$ 528.38
Reimbursable Expenses	\$ 625.60

UTILITY REIMBURSEMENT

CHAPTER 86 MOVE-IN CONTRACT	\$ -
CHAPTER 86 MOVE PRIOR	\$ -
NON-CHAPTER 86 MOVE-IN CONTRACT	\$ 21,925.31
NON-CHAPTER 86 MOVE PRIOR	\$ -

Does Estimate Exceed \$1.75M Cap? - N
Does Estimate Require 75% Cap? - Y

Total

CONSTRUCTION (LABOR & MATERIAL)

Description	Amount
Installation Labor	\$ 90,595.00
Installation Materials	\$ 90,595.00
Removal Labor	\$ -
Site Costs	\$ -
Material Provided to State	\$ -
Salvage Materials	\$ -
Non-Usable Materials	\$ -

ESTIMATED CONSTRUCTION COST: \$ 181,190.00

AMOUNT TO BE PAID BY THE UTILITY

RELOCATION EXCEEDS \$1.75M CAP	\$ -
AMOUNT OVER 75% REIMBURSEMENT	\$ -

BETTERMENT

Description	Amount
Installation Labor	\$ -
Installation Materials	\$ -

ESTIMATED UTILITY BETTERMENT COST: \$ -

UTILITY DEPOSIT (IF APPLICABLE)

CHAPTER 86 MOVE-IN CONTRACT	\$ -
NON-CHAPTER 86 MOVE-IN CONTRACT	\$ 12,683.30

* ESTIMATED REPLACEMENT EASEMENT COST: \$ 17,500.00
If cost is listed above, separate Easement Contract is needed
ESTIMATED TOTAL CONSTRUCTION COST: \$ 222,265.60

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.

*This amount should not include easement, ∴
\$ 204,765.60
\$ 257,603.60*

"Exhibit A"



ESTIMATE OF ENGINEERING COST

TDOT Project Number(s): HSP-247(12) 60019-2207-94
 Utility Name & Address:
 City of Spring Hill
 199 Town Center Parkway
 Spring Hill, TN 37174

County(ies): Maury
 Consultant Name & Address:
 Dempsey, Dilling & Associates, P.C.
 502 Hazelwood Drive
 Smyrna, TN 37167

CONSULTANT ENGINEERING ESTIMATE

Place an "X" in the appropriate box: Standard Contract Continuing Contract (attach copy of Contract for TDOT verification)

Classification	Rate/Hr	PRE-CONSTRUCTION/CONSTRUCTION		FIELD SURVEYING		CONSTRUCTION INSPECTION	
		Hours	Total	Hours	Total	Hours	Total
Principal	\$ 125.00	40	\$ 5,000.00	8	\$ 1,000.00	24	\$ 3,000.00
Project Manager	\$ 100.00		\$ -	8	\$ 800.00	40	\$ 4,000.00
Design Engineer	\$ 100.00	60	\$ 6,000.00		\$ -		\$ -
Designer / Senior Designer	\$ 65.00	60	\$ 3,900.00	10	\$ 650.00	20	\$ 1,300.00
Technician / Draftsperson	\$ 50.00	50	\$ 2,500.00	10	\$ 500.00		\$ -
Administrative	\$ 50.00	20	\$ 1,000.00	8	\$ 400.00	40	\$ 2,000.00
Field Inspector	\$ 65.00		\$ -		\$ -	600	\$ 39,000.00
Licensed Surveyor	\$ 100.00		\$ -		\$ -		\$ -
Rod Person	\$ 75.00		\$ -	16	\$ 1,200.00	8	\$ 600.00
	\$ -		\$ -	8	\$ -	8	\$ -
Total Engineering Services		230	\$ 18,400.00	68	\$ 4,550.00	740	\$ 49,900.00

Classification	Cost/Unit	Quantity		Quantity		Quantity	
		Total	Total	Total	Total		
Transportation / Mile:	\$ 0.47	X 240	= \$ 112.80	240	\$ 112.80	5400	\$ 2,538.00
Meals / Day:	\$ -	X	= \$ -		\$ -		\$ -
Lodging / Day:	\$ -	X	= \$ -		\$ -		\$ -
Printing / Shipping:			\$ 200.00		\$ 200.00		\$ 400.00
Other (Specify):							
Other (Specify):							
Total Reimbursable Expenses			\$ 312.80		\$ 312.80		\$ 2,938.00

Classification	Rate	Quantity	Total	Classification	Rate	Quantity	Total
Indirect/Overhead Rate (not to exceed 145%):	0.00%		\$ -	Indirect/Overhead Rate (not to exceed 145%):	0.00%		\$ -
Profit (13% of (I+II+III+IV) allowable rate):	0.00%		\$ -	Profit (13% of (I+II+III+IV) allowable rate):	0.00%		\$ -

(Expenses for Sections III and IV only apply to Consultant Engineering Services without a Continuing Contract agreement with the Utility)

TOTAL ENGINEERING COST: APPROVED AS NOTED

Standard Consultant: (I+II+III+IV) = \$ -

Continuing Contract: (I+II) = 6/16/16 \$ 23,575.80

INSPECTION (Standard): Private: \$ - Public: \$ -

INSPECTION (Continuing): Private: \$ 45,139.34 Public: \$ 3,696.66

TOTAL COST (Engineering and Inspection):

Standard Consultant: \$ -

Continuing Contract: \$ 23,575.80

BY: [Signature]
 REG. UTILITIES OFFICE

IN-HOUSE ENGINEERING ESTIMATE

Classification	Rate/Hr	PRE-CONSTRUCTION/CONSTRUCTION		FIELD SURVEYING		CONSTRUCTION INSPECTION	
		Hours	Total	Hours	Total	Hours	Total
Project Manager	\$ -		\$ -		\$ -		\$ -
Engineer	\$ -		\$ -		\$ -		\$ -
Draftsperson	\$ -		\$ -		\$ -		\$ -
Administrative	\$ -		\$ -		\$ -		\$ -
Field Inspector	\$ -		\$ -		\$ -		\$ -
Licensed Surveyor	\$ -		\$ -		\$ -		\$ -
Rod Person	\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -
Total Engineering Services		0	\$ -	0	\$ -	0	\$ -

Classification	Cost/Unit	Quantity		Quantity		Quantity	
		Total	Total	Total	Total		
Transportation / Mile:	\$ 0.47	X	= \$ -		\$ -		\$ -
Meals / Day:	\$ -	X	= \$ -		\$ -		\$ -
Lodging / Day:	\$ -	X	= \$ -		\$ -		\$ -
Printing / Shipping:			\$ -		\$ -		\$ -
Other (Specify):							
Other (Specify):							
Total Reimbursable Expenses			\$ -		\$ -		\$ -

Classification	Rate	Quantity	Total	Classification	Rate	Quantity	Total
Indirect/Overhead Rate (not to exceed 145%):	0.00%		\$ -	Indirect/Overhead Rate (not to exceed 145%):	0.00%		\$ -

TOTAL ENGINEERING COST: \$ -

TOTAL INSPECTION COST: Private: \$ - Public: \$ -

"Exhibit A"



Declaration of Scheduled Calendar Days

Project Number: 60019-2207-94 Date: May 27, 2016
Description: SR 247 Beechcroft/Cleburne Intersection (Water Relocation)
County: Maury

Utility Name: City of Spring Hill
Address: 199 Town Center Parkway
City, State: Spring Hill, TN Zip Code: 37174
Phone Number: 931-486-2252 Fax Number: _____

Type of Facilities: Water Sewer Gas Telephone Electric
 CATV Fiberoptic Other

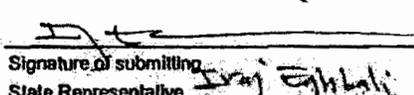
Required Period services cannot be interrupted: _____

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.

	Days to Complete	Special Condition
Stock Pile Material (including ordering material)	30	
Mobilize Work Force (including Bidding process if Required)	30	
Complete Relocation	45	
Total Days To Complete	105 ✓	

Special Conditions:


Signature of submitting Utility Representative 3/27/16
Date


Signature of submitting State Representative 6/16/16
Date

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.

MIC 6/16/16

RESOLUTION 16-102

A RESOLUTION TO AUTHORIZE THE MAYOR OF SPRING HILL, TN TO SIGN AND APPROVE FUNDING FOR UTILITY RELOCATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR PROJECT NO. 60LPLM-S2-021

WHEREAS, TDOT proposes to construct an industrial access road serving Project Shotgun (State Project No. 60LPLM-S2-021; Federal Project No. SIA; PIN No. 121394.00); and

WHEREAS, TDOT has asked for the Mayor to sign the contract supplied that states the City agrees to relocate certain sewer facilities as set forth in the proposal, so the general highway program may be carried out in accordance with the intent of the General Assembly of the State; and

WHEREAS, the contract supplied states the City will fund the relocation of the sewer facilities in the amount of \$247,696.40.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill authorizes the Mayor of Spring Hill, TN to sign and approve funding for utility relocation contract with the Tennessee Department of Transportation for Project No. 60LPLM-S2-021.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

SUBJECT: Authorization for the Mayor to sign and to fund the utilities relocation for Project Shotgun

DATE: June 28, 2016

ATTENTION: Board of Mayor and Aldermen

STAFF: Dan Allen, Infrastructure Director



STAFF MEMORANDUM

The purpose of this memo is to provide information regarding a resolution to authorize the Mayor to sign and approve funding for utility relocation contract with TDOT for Project Shotgun.

Background:

TDOT has requested the Mayor sign a contract under which the City agrees to relocate sewer facilities to construct an industrial access road serving Project Shotgun. The contract also states the City will fund the cost in the amount of \$247,696.40. 88% of the total is entitled to reimbursement.

This is an unbudgeted item as the City did not have the contracts until June 27, 2016. Staff recommends to pay from Sewer Collection (410-52211-951) with the expense added through a budget amendment.

Staff Recommendation:

Staff recommends approval of the request.

RESOLUTION 16-XX

A RESOLUTION TO AUTHORIZE THE MAYOR OF SPRING HILL, TN TO SIGN AND APPROVE FUNDING FOR UTILITY RELOCATION CONTRACT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR PROJECT NO. 60LPLM-S2-021

WHEREAS, TDOT proposes to construct an industrial access road serving Project Shotgun (State Project No. 60LPLM-S2-021; Federal Project No. SIA; PIN No. 121394.00); and

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WHEREAS, the contract supplied states the City will fund the relocation of the sewer facilities in the amount of \$247,696.40.

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Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 18th day of July, 2016.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney



60LPLM-S2-021

Contract No. 8598

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 Spring Hill (Sewer)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT plans to construct PIN Number **121394.00, Industrial Access Road Serving Project Shotgun in Spring Hill** located in **Maury 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, **12** percent of which are located on public highway right-of-way and **88** percent of which are located on private utility right-of-way; 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 **\$247,696.40**, including the amount of **\$23,890.40** for the cost of engineering; including the amount of **\$52,738.00** for the cost of inspection provided by the Utility; including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$20,528.16** for deposit for the utility work in the State contract, and of which **88** 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 **12** 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, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

WHEREAS, TDOT is liable for the relocation of utility facilities located on private utility right-of-way but is not liable for adjustment of the facilities located on publicly owned right-of-way or for any utility betterment costs; 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; 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 Utility's Cost. Reimbursement shall be based on the agreed percentage of the actual cost of the Utility's 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 Utility's Cost items 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 Utility's Cost charges, the difference will be refunded to the Utility. In the event said Utility's 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 in 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 subcontract 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.** 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. In addition, the Utility agrees to hold harmless and indemnify TDOT from all 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.
- 3. (a)** The Utility has acquired or shall acquire all utility rights-of-way outside of the proposed 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 Letter 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.** 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 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 costs associated with the relocation of the Utility's facilities, as follows:
 - (a) The Utility shall perform any 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) 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.
 - (c) 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 CFR Subpart 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.
 - (d) The Utility shall develop and record all 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.
 - (e) 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.

- (f) 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.
 - (g) 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.
 - (h) 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.
 - (i) 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.
 - (j) 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 relocation 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
Suite 600, James K. Polk Building
505 Deaderick Street

Nashville, Tennessee 37243-0329
Facsimile Number: (615) 532-1548

With a copy if requested by TDOT to:
John H. Reinbold, General Counsel
Suite 300, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0326
Facsimile Number: (615) 532-5988

To the Utility:

Attention: _____

Facsimile Number: _____

With a copy if requested by Utility to:

Attention: _____

Facsimile Number: _____

IN WITNESS WHEREOF, the parties have executed this contract.

UTILITY
City of Spring Hill (Sewer)

STATE OF TENNESSEE
DEPARTMENT OF
TRANSPORTATION

BY: _____

BY: _____
John C. Schroer
Commissioner

TITLE: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM AND
LEGALITY:

BY: _____
John H. Reinbold
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 lump 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.

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



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

Code of Federal Regulations

Title 23 United States Code, Section 313

§ 313. Buy America

- (a) Notwithstanding any other provision of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated to carry out the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title and administered by the Department of Transportation, unless steel, iron, and manufactured products used in such project are produced in the United States.
- (b) The provisions of subsection (a) of this section shall not apply where the Secretary finds--
- (1) that their application would be inconsistent with the public interest;
 - (2) that such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- [(4) Redesignated (3)]
- (c) For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.
- (d) The Secretary of Transportation shall not impose any limitation or condition on assistance provided under the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title that restricts any State from imposing more stringent requirements than this section on the use of articles, materials, and supplies mined, produced, or manufactured in foreign countries in projects carried out with such assistance or restricts any recipient of such assistance from complying with such State imposed requirements.
- (e) Intentional violations.--If it has been determined by a court or Federal agency that any person intentionally--
- (1) affixed a label bearing a "Made in America" inscription, or any inscription with the same meaning, to any product used in projects to which this section applies, sold in or shipped to the United States that was not made in the United States; or
 - (2) represented that any product used in projects to which this section applies, sold in or shipped to the United States that was not produced in the United States, was produced in the United States;
- that person shall be ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991 pursuant to the debarment, suspension, and ineligibility procedures in subpart 9.4 of chapter 1 of title 48, Code of Federal Regulations.
- (f) Limitation on applicability of waivers to products produced in certain foreign countries.--If the Secretary, in consultation with the United States Trade Representative, determines that--
- (1) a foreign country is a party to an agreement with the United States and pursuant to that agreement the head of an agency of the United States has waived the requirements of this section, and
 - (2) the foreign country has violated the terms of the agreement by discriminating against products covered by this section that are produced in the United States and are covered by the agreement,
- the provisions of subsection (b) shall not apply to products produced in that foreign country.

[(g) Redesignated (f)]

Updated: 04/07/2011

The following link is the current FHWA site for Buy America compliance and shall be reviewed:

<http://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

Code of Federal Regulations

Title 23 – Highways

Volume: 1

Date: 2001-04-01

Original Date: 2001-04-01

Title: Section 635.410 - Buy America requirements.

Context: Title 23 - Highways.

CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION.

SUBCHAPTER F - TRANSPORTATION INFRASTRUCTURE MANAGEMENT.

PART 635 - CONSTRUCTION AND MAINTENANCE.

Subpart D - General Material Requirements.

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if:

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note:For a waiver document affecting § 635.410, see 60 FR 15478, Mar. 24, 1995.

Updated: 04/26/2012

"Exhibit A"

(PIN 121394.00) Sewer Reloc.



Project No: 60PLM-S2-021
County: Maury
Date: May 27, 2016

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

Primary Contact: Mr. Dan Allen, P.E.
E-mail: dallen@springhilltn.org Phone: 931-486-2252
Secondary Contact: Jerome Dempsey, P.E.
E-mail: jdempsey@dempseydilling.com Phone: 615-220-5800
Utility Name: City of Spring Hill
Address: 199 Town Center Parkway
City, State: Spring Hill, TN Zip: 37174



Percent On Private: 88% Private ROW - #Poles / Length of facility: 969
Percent On Public: 12% Public ROW - #Poles / Length of facility: 133
Total Percentage: 100% Total #Poles / Length of facility: 1102

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? N
(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
(Please check ONE) Other

NON-CHAPTER 86
% Private / Public Relocation
% Private / Public MOVE IN State Contract
Utility Replacement Easement Reimbursement

ENGINEERING COST

Description	Amount
Pre-Construction / Construction	\$ 15,900.00
Field Surveying	\$ 7,440.00
Construction Inspection	\$ 46,409.44
Reimbursable Expenses	\$ 550.40
ESTIMATED ENGINEERING COST:	\$ 70,299.84

UTILITY REIMBURSEMENT

CHAPTER 86 MOVE-IN CONTRACT	\$ -
CHAPTER 86 MOVE PRIOR	\$ -
NON-CHAPTER 86 MOVE-IN CONTRACT	\$ 67,432.99
NON-CHAPTER 86 MOVE PRIOR	\$ -

Does Estimate Exceed \$1.75M Cap? - N
Does Estimate Require 75% Cap? - Y

CONSTRUCTION (LABOR & MATERIAL)

Description	Amount
Installation Labor	\$ 85,534.00
Installation Materials	\$ 85,534.00
Removal Labor	\$ -
Site Costs	\$ -
Material Provided to State	\$ -
Salvage Materials	\$ -
Non-Usable Materials	\$ -
ESTIMATED CONSTRUCTION COST:	\$ 171,068.00

AMOUNT TO BE PAID BY THE UTILITY

RELOCATION EXCEEDS \$1.75M CAP:	\$ -
AMOUNT OVER 75% REIMBURSEMENT:	\$ -

BETTERMENT

Description	Amount
Installation Labor	\$ -
Installation Materials	\$ -
ESTIMATED UTILITY BETTERMENT COST:	\$ -

UTILITY DEPOSIT (IF APPLICABLE)

CHAPTER 86 MOVE-IN CONTRACT	\$ -
NON-CHAPTER 86 MOVE-IN CONTRACT	\$ 20,528.16

ESTIMATED REPLACEMENT EASEMENT COST: \$ 13,000.00
If cost is listed above, separate Easement Contract is needed

ESTIMATED TOTAL CONSTRUCTION COST: \$ 254,267.84

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.

Should not include easement
\$241,567.84
\$227,196.40

"Exhibit A"



ESTIMATE OF ENGINEERING COST

TDOT Project Number(s): 60PLM-S2-021
 Utility Name & Address:
 City of Spring Hill
 189 Town Center Parkway
 Spring Hill, TN 37174

County(ies): Maury
 Consultant Name & Address:
 Dempsey, Dilling & Associates, P.C.
 502 Hazelwood Drive
 Smyrna, TN 37167

CONSULTANT ENGINEERING ESTIMATE

Place an "X" in the appropriate box: Standard Contract Continuing Contract (attach copy of Contract for TDOT verification)

Classification	Rate/Hr	PRE-CONSTRUCTION/CONSTRUCTION		FIELD SURVEYING		CONSTRUCTION INSPECTION	
		Hours	Total	Hours	Total	Hours	Total
Principal	\$ 125.00	40	\$ 5,000.00	8	\$ 1,000.00	20	\$ 2,500.00
Project Manager	\$ 100.00		\$ -	8	\$ 800.00	40	\$ 4,000.00
Design Engineer	\$ 100.00	40	\$ 4,000.00		\$ -		\$ -
Designer / Senior Designer	\$ 65.00	60	\$ 3,900.00	16	\$ 1,040.00	20	\$ 1,300.00
Technician / Draftsperson	\$ 50.00	40	\$ 2,000.00	12	\$ 600.00		\$ -
Administrative	\$ 50.00	20	\$ 1,000.00	8	\$ 400.00	40	\$ 2,000.00
Field Inspector	\$ 65.00		\$ -		\$ -	600	\$ 39,000.00
Licensed Surveyor	\$ 100.00		\$ -	24	\$ 2,400.00	8	\$ 800.00
Rod Person	\$ 75.00		\$ -	16	\$ 1,200.00	8	\$ 600.00
	\$ -		\$ -		\$ -		\$ -
Total Engineering Services		200	\$ 15,800.00	82	\$ 7,440.00	738	\$ 50,200.00

Classification	Cost/Unit	Quantity	Total	FIELD SURVEYING		CONSTRUCTION INSPECTION	
				Quantity	Total	Quantity	Total
Transportation / Mile:	\$ 0.47	X 160	\$ 75.20	160	\$ 75.20	5400	\$ 2,538.00
Meals / Day:	\$ -	X	\$ -		\$ -		\$ -
Lodging / Day:	\$ -	X	\$ -		\$ -		\$ -
Printing / Shipping:			\$ 400.00		\$ -		\$ -
Other (Specify):							
Other (Specify):							
Total Reimbursable Expenses			\$ 475.20		\$ 75.20		\$ 2,538.00

Classification	Rate	Total	Classification	Rate	Total
III. INDIRECT / OVERHEAD EXPENSES			III. INDIRECT / OVERHEAD EXPENSES		
Indirect/Overhead Rate (not to exceed 145%):	0.00%	\$ -	Indirect/Overhead Rate (not to exceed 145%):	0.00%	\$ -
IV. PROFIT: (DISSEMINATE ALLOWABLE RATE)			IV. PROFIT: (DISSEMINATE ALLOWABLE RATE)		
Allowable Rate (Maximum of 15%):	0.00%	\$ -	Allowable Rate (Maximum of 15%):	0.00%	\$ -

(Expenses for Sections III and IV only apply to Consultant Engineering Services without a Continuing Contract agreement with the Utility)

TOTAL ENGINEERING SERVICES	TOTAL INSPECTION (Standard)	TOTAL INSPECTION (Continuing)
Standard Consultant: (I+II+III+IV) = \$ -	Private: \$ -	Private: \$ 46,489.44
Continuing Contract: (I+II) = \$ 23,896.40	Public: \$ -	Public: \$ 6,328.56
TOTAL GOST (Engineering and Inspection)		
Standard Consultant: \$ -		
Continuing Contract: \$ 23,896.40		

APPROVED AS NOTED
 DATE: 6/15/16

R.Y. [Signature]
 REG. UTILITIES OFFICE [Signature] Drj Eghbali

IN-HOUSE ENGINEERING ESTIMATE

Classification	Rate/Hr	PRE-CONSTRUCTION/CONSTRUCTION		FIELD SURVEYING		CONSTRUCTION INSPECTION	
		Hours	Total	Hours	Total	Hours	Total
Project Manager	\$ -		\$ -		\$ -		\$ -
Engineer	\$ -		\$ -		\$ -		\$ -
Draftsperson	\$ -		\$ -		\$ -		\$ -
Administrative	\$ -		\$ -		\$ -		\$ -
Field Inspector	\$ -		\$ -		\$ -		\$ -
Licensed Surveyor	\$ -		\$ -		\$ -		\$ -
Rod Person	\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -
Total Engineering Services		0	\$ -	0	\$ -	0	\$ -

Classification	Cost/Unit	Quantity	Total	FIELD SURVEYING		CONSTRUCTION INSPECTION	
				Quantity	Total	Quantity	Total
Transportation / Mile:	\$ 0.47	X	\$ -		\$ -		\$ -
Meals / Day:	\$ -	X	\$ -		\$ -		\$ -
Lodging / Day:	\$ -	X	\$ -		\$ -		\$ -
Printing / Shipping:			\$ -		\$ -		\$ -
Other (Specify):							
Other (Specify):							
Total Reimbursable Expenses			\$ -		\$ -		\$ -

Classification	Rate	Total	Classification	Rate	Total
III. INDIRECT / OVERHEAD EXPENSES			III. INDIRECT / OVERHEAD EXPENSES		
Indirect/Overhead Rate (not to exceed 145%):	0.00%	\$ -	Indirect/Overhead Rate (not to exceed 145%):	0.00%	\$ -
TOTAL ENGINEERING COST:		\$ -	TOTAL INSPECTION COST:		\$ -
			Private:	\$ -	
			Public:	\$ -	

"Exhibit A"



Declaration of Scheduled Calendar Days

Project Number: 60LPLM-S2-021 Date: May 27, 2016

Description: SR 247 SIA Serving Magna & CLI (Sewer Relocation)

County: Maury

Utility Name: City of Spring Hill

Address: 199 Town Center Parkway

City, State: Spring Hill, TN Zip Code: 37174

Phone Number: 931-486-2252 Fax Number: _____

- Type of Facilities: Water Sewer Gas Telephone Electric
 CATV Fiberoptic Other

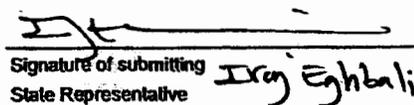
Required Period services cannot be interrupted: _____

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)	30	
Mobilize Work Force (Including Bidding process if Required)	30	
Complete Relocation	60	
Total Days To Complete	120 ✓	

Special Conditions:

 3/27/16
 Signature of submitting Utility Representative Date

 6/15/16
 Signature of submitting State Representative Iranj Eghbali Date

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.

ORDINANCE NO. 16-15

**AN ORDINANCE TO ADOPT ELECTRONIC CITATION
REGULATIONS AND FEES**

WHEREAS, the City of Spring Hill Police Department is in the process of adopting the use of electronic citations; and

WHEREAS, Tennessee Code Annotated, Section 55-10-207 was amended by Public Chapter 750, authorizing electronic citations to be filed in court, along with a fee to recover costs associated with both written and electronic citations; and

WHEREAS, “electronic citation” is defined as a written citation or an electronic citation prepared by a law enforcement officer on paper or on an electronic data device with the intent the citation shall be filed, electronically or otherwise, with a court having jurisdiction over the alleged offense; and

WHEREAS, pursuant to and in accordance with state statutory requirements found in Tenn. Code Ann. §55-10-207(e), each court clerk shall charge and collect an electronic citation fee of Five Dollars (\$5.00) for each citation which results in a conviction; and

WHEREAS, One Dollar (\$1.00) of said fee collected shall go to the city court and Four Dollars (\$4.00) of said fee collected shall go to the police department for authorized purchases; and

WHEREAS, this Ordinance and its fee requirement shall terminate five (5) years from the date of adoption of this Ordinance and the City’s Code shall be so annotated; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill authorizes the collection of Five Dollars (\$5.00) for each e-citation resulting in a conviction, with One Dollar (\$1.00) of said fee collected shall go to the city court and Four Dollars (\$4.00) of said fee collected shall go to the police department for authorized purchases and this Ordinance and its fee requirement shall terminate five (5) years from the date of adoption of this Ordinance and the City’s Code shall be so annotated.

**PASSED AND ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN OF
THE CITY OF SPRING HILL, TENNESSEE, THIS, THE 15th day of JULY, 2016.**

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

Passed on First Reading

Passed on Second Reading