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ITEM #29
BOMA
07/10/2012

7



1410 Lebanon Pike
Nashville, TN 37210
office 615.244.4766
fax 615.843.6534
www.rgfence.com

The Commercial & Industrial Fencing Solution *Since 1958*

E-Mail Cover Sheet

Date: 5/31/2012

of Pages (including cover sheet) 2

Attn: Donald Terry

From: **Curt Newby**

Company: City of Franklin

Project Manager
cnewby@rgfence.com

E-Mail: dont@franklintn.gov

Message:

Please look over attached proposal. If you have any questions,
please give me a call. If you would like Rio Grande Fence to do this
project, please sign the bottom left corner of the proposal and fax
back to the number above. I will call and schedule a time with you to
install the fence.

Reply Requested: Phone

Fax

Mail

E-mail X

None



Established 1958

INDUSTRIAL

PROPOSAL/CONTRACT

COMMERCIAL

1410 Lebanon Pike, Nashville, TN 37210 - Phone (615) 244-4766 - Fax (615) 843-6534 - www.rgfence.com
Tennessee General Contractor's License Number 14816

TO: CITY OF FRANKLIN
ATTN: DONALD TERRY
108 SOUTHEAST PARKWAY
FRANKLIN, TN 37064

DATE: June 14, 2012

PROJECT: 4TH AVE PARKING GARAGE FENCE - REVISED

FURNISH AND INSTALL 108 LIN. FT. - 7' FT. HIGH BLACK AMERISTAR MONTAGE INVINCIBLE, 3-RAIL, ORNAMENTAL FENCE. POST TO BE 2 1/2" X 2 1/2" SQUARE PLATED AT BOTTOM AND ANCHORED TO CONCRETE WALL. PICKETS TO BE 3/4" X 3/4" WITH A "CURVED TOP" AND PRESSED POINT TOPS.

TOTAL MATERIALS AND INSTALLATION ----- \$ 8,830.60

NOTE:

SCREEN PRICE: FOR 36 LIN. FT. - MCNICHOLS ROUND HOLE PERFORATED .063 ALUMINUM 5/32" ROUND ON 3/16" STAGGERED 36" X 96" (STOCK # 1753316338), ADD \$ 3,263.60

GENERAL NOTE:

PRICING GOOD FOR 15 DAYS

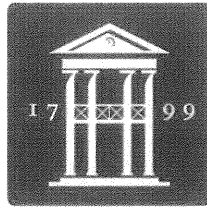
RIO GRANDE FENCE CO., INC. agrees to guarantee above fence to be free from defects in materials and workmanship for one year. RIO GRANDE FENCE CO., INC. shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. RIO GRANDE FENCE CO., INC. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does RIO GRANDE FENCE CO., INC. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed. RIO GRANDE FENCE CO., INC. will assume the responsibility for having underground public utilities located and marked. However, RIO GRANDE FENCE CO., INC. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing RIO GRANDE FENCE CO., INC. to dig in the immediate vicinity of known utilities. Customer grants permission to RIO GRANDE FENCE CO., INC. to obtain credit reports and other confidential information relevant to approving credit. If the undersigned is a sole proprietor, a partner in a partnership or one of the principal stockholders of a corporation, you give permission to RIO GRANDE FENCE CO., INC. to obtain and utilize an individual credit report to determine credit worthiness. A finance charge of 1 1/2% per month, which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 30 days after completion of any work invoiced. All materials remain the property of RIO GRANDE FENCE CO., INC. until all invoices pertaining to this job are paid in full. Right of access and removal is granted to RIO GRANDE FENCE CO., INC. in the event of non-payment under the terms of this contract. The customer agrees to pay all interest and any costs incurred in the collection of this debt, including but not limited to reasonable Attorney's fees.

TERMS: NET 15 DAYS

F.O.B. JOBSITE
RIO GRANDE FENCE CO., INC.

BY: DATE:

BY: [Signature] DATE: 6/14/12
Curt Newby, Project Manager



HISTORIC
FRANKLIN
TENNESSEE

Franklin Historic Zoning Commission Certificate of Appropriateness (COA)

Property Location: 4th Avenue Parking Garage
Name of Applicant: Catherine Powers, City of Franklin

Type of Work: Security Fencing

APPLICATION REQUEST

The applicant is requesting a Certificate of Appropriateness for security fencing along a portion of the southeast perimeter of the 4th Avenue Parking Garage parapet wall. The fencing is being pursued as a precautionary measure, as Williamson County surveillance camera footage demonstrates that children have climb over the parapet wall to access to the connector between the new and historic courthouses. The proposed black steel fencing will be anchored to the wall about 2 feet below the edge and will have a 6-foot reveal.

APPROVED WORK SPECIFICATIONS

The application is **approved** with the following:

1. While the guidelines are silent on alterations of this nature, the design of the proposed fencing is **consistent** with the recommendations of the Design Review Committee. The DRC recommended that the fencing material and color be selected based on compatibility with surrounding ironwork, and the black steel fencing option has been selected by staff to satisfy the recommendation.
2. The placement of the proposed fencing is **consistent** with the intent of the design guidelines. Only the rear corner elevation nearest the modern building connector may be potentially impacted by the fencing.
3. Any additional changes and/or proposed changes to the HZC-approved plans must be returned to the HZC for review and approval.

Project Number (PL-9): #2334

A handwritten signature in cursive script that reads 'Amanda Hall'.

Amanda Hall
Preservation Planner

Approval Date: December 12, 2011 (from December 2011 HZC)

Expiration Date (if work has not commenced): **December 12, 2012**

**CONTRACT NO 2011274-C
BETWEEN
REGIONAL TRANSPORTATION AUTHORITY
AND
CITY OF FRANKLIN**

This Contract, entered into on the 1st Day of July, 2012, by and between the Regional Transportation Authority, located at 430 Myatt Drive, Nashville TN 37115, (hereinafter "RTA"), and the City of Franklin, located at 109 3rd Avenue South, Franklin, TN 37064, (hereinafter "City"). For the provision of Regional Bus Service ('Service') between Nashville/Davidson County and City by which City will receive Grant Funds to afford Service benefits.

The RTA was established pursuant to statutory law enacted by the Tennessee General Assembly, T.C.A. 64-8-101 et seq.

A. SCOPE OF SERVICES

The RTA shall provide Service, the Service being a bus routes, between Nashville/Davidson County, and City of Franklin, Tennessee. City shall have no obligation for Services rendered by the RTA, which are not performed within the specified period or between the specified route terminus.

B. TERM

The Contract term start date shall be July 1, 2012; the Contract end date shall be June 30, 2013.

C. PAYMENT

In consideration for RTA's provision of Services City shall provide RTA the amount of six thousand one hundred sixty seven (\$6,167.00), for 91X Franklin Brentwood Route.

The RTA shall invoice City its route subsidy share as stated above and shown in Attachments 1. RTA will send City a lump sum invoice in the amount of \$6,167.00 to be paid directly to RTA. The amount represents the full amount owed to RTA by County.

City shall send payment to RTA, 430 Myatt Drive, Nashville, TN 37115, Attn: Accounting Department.

D. STANDARD TERMS AND CONDITIONS

1. The RTA nor City are bound by this Contract until it is executed by the parties.
2. This Contract may be modified only by a written amendment executed by all parties herefo.
3. The RTA may terminate this Contract and the Service obligations if adequate Grant Funds are not available to continue Service. In the event of termination City shall receive a share of any Grant Funds that remain. The remaining Grant Funds will be determined by dividing the City Contract Grant Funds by 12 and multiplying that amount by the number of months City did not receive Service.
4. The RTA warrants that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant or in the employment practices of the RTA on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The RTA shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
5. The RTA warrants that no part of the Contract amount shall be paid directly or indirectly to an employee or official of City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, or consultant to the RTA in connection with any work contemplated or performed relative to this Contract.
6. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee.
7. As part of the RTA yearly audit, a full audit of this project will be conducted by an outside auditing firm and made available to City. All financial records will be consistent with internal accounting procedures.

IN WITNESS WHEREOF, as of the date written above the parties have caused this Contract to be signed by their duly authorized representatives.

Regional Transportation Authority

City of Franklin

Paul J. Ballard, CEO

Eric S. Stuckey

Date

6-19-2012

Date

Attachment 1



Franklin/Brentwood (91X) Relax & Ride Budget
July 1, 2012-June 30, 2013
 Estimate for Expanded service level

	2012-13 Budget
Number of Daily Trips	6
Days of Service	254
Riders (based on 12 month history)	34,000
Daily Cost of Service	\$1,416.30
Cost of Service	
Cost of Runs (New Service added Jan-12)	359,740.00
Fuel Contingency (n/a)	0.00
Other Costs	0.00
<i>Total Costs</i>	359,740.00
Estimated Revenues	
Estimated Cash Fares - including State Easy Ride	102,510.00
Estimated Pass Sales [2 passes x \$60 x 12 months]	
Total Estimated Fare Revenues	102,510.00
ADD: Bus Seat Guarantee (covering 3rd year of original service)	57,162.00
CMAQ-Williamson Cty (\$240,000 which is 90% FED & STATE)	77,169.00
ARRA Funding	50,000.00
<i>Total Estimated Revenues</i>	286,841.00
<i>Estimated Net Cost</i>	72,899.00
Route Subsidy	
TDOT 18.75%	48,231.00
Davidson County	6,167.00
Franklin	6,167.00
Brentwood	6,167.00
Williamson County	6,167.00
<i>Total Subsidy (100%)</i>	72,899.00
<i>Less: Net Cost</i>	(72,899.00)
<i>Balance</i>	0.00

\\mcs\mrip02\MTUsers\Finance Office\RTA\FY 2013 Budget\FY 2013 RTA Spring Hq Subsidy Budget for Contract.xlsx - FY2012 SPR

5/25/2012



**Regional
Transportation
Authority**

www.rtarelaandride.com

JUN 14 PM 2:39

Approved for payment.
Eric Stuckey
6-14-12

130 Nestor Street
Nashville, TN 37210-2124
615-862-6262
615-880-3945 Fax

June 12, 2012

Board of Directors

Jo Ann Graves
Mayor of Gallatin
Chair

Russ Truell
Assistant City Administrator for Finance and Administration
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Karl Dean
Mayor of Davidson County
Vice Chair

RE: FY 2012-2013 #91 Franklin/Brentwood Express Service Contract

Ed Cole
Governor's Appointee
Secretary

Dear Mayor Moore:

Thank you to the City of Franklin for your dedicated support of the Franklin/Brentwood Express service for FY 2012-2013. This project is a true demonstration of regional support and cooperation.

Paul J. Ballard
Chief Executive Officer

Enclosed is a copy of the proposed contract between the City of Franklin and the Regional Transportation Authority. The service contract runs from July 1, 2012 through June 30, 2013 and reflects the City of Franklin local partner share of \$6,167.00 for the #91 Franklin/Brentwood Express Bus Route.

Lora Baulsir
General Manager RTA

Edward W. Oliphant
Chief Financial Officer

Please do not hesitate to contact me at 615-862-8869, if you have any questions or comments.

Robert Baulsir, Jr.
General Manager
Administration

Sincerely,

Dawn Distler
General Manager
Operations & Maintenance

Sharon Simmons
Program Coordinator

Patricia Harris-Morehead
Director of Communications
& Marketing

James McAteer, AICP
Director of Planning & Grants

Enclosures