

Ordinance No. \_\_\_\_\_

An ordinance amending an existing sewer contract and authorizing the granting of a permanent easement to Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee, on certain property owned by the Metropolitan Government of Nashville and Davidson County (Parcel No. 15700000100) (Proposal No. 2019M-040ES-001).

WHEREAS, the Metropolitan Government of Nashville and Davidson County through the Board of Parks and Recreation ("Parks") and Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee ("Harpeth Valley") entered into a sewer contract for private lines, as shown on the attached Exhibit 1; and,

WHEREAS, Parks and Harpeth Valley desire to amend the existing sewer contract, as described in the attached Exhibit 2; and,

WHEREAS, Harpeth Valley has requested a permanent utilities easement, as described in the Easement Agreement attached hereto and incorporated herein as Exhibit 3, across said property for the purposes of installing and maintaining a sanitary sewer line.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE:

Section 1. Amendment one to the existing sewer contract, attached hereto as Exhibit 2 and incorporated herein, is hereby approved.

Section 2. The granting of a permanent easement to Harpeth Valley for the purpose of installing and maintaining a sanitary sewer line, as described in the easement agreement attached hereto as Exhibit 3 and incorporated herein, is hereby approved.

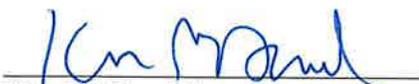
Section 3. That the Director of Public Property Administration or designee is hereby authorized to grant said easement and to execute the necessary documents pertaining thereto.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County, Tennessee, requiring it.

RECOMMENDED BY:



Monique Odom, Director  
Department of Parks and Recreation



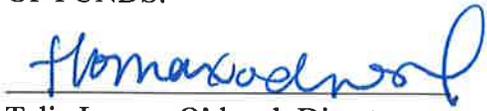
Kim McDoniel, Director  
Public Property Administration

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_

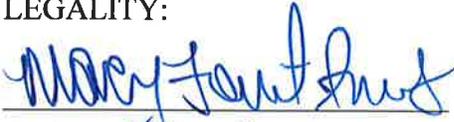
\_\_\_\_\_  
Member(s) of Council

APPROVED AS TO AVAILABILITY  
OF FUNDS:



Talia Lomax-O'dneal, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:



Assistant Metropolitan Attorney

SEWER CONTRACT FOR  
PRIVATE SEWER LINES

THIS AGREEMENT, made and entered into this 28<sup>th</sup> day of February, 2000, between Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee, a municipal corporation, hereinafter referred to as the "District", and Metropolitan Nashville Parks and Recreation, hereinafter referred to as the "Developer".

For and in consideration of the sum or sums of money hereinafter mentioned and the mutual promises of the parties herein contained, and particularly taking into consideration the fact that the District has installed a sewerage plant, pump stations and large trunk sewer lines, all at great expense, in order that the area involved here, among other areas, might be developed by the Developer and the community permitted to expand, and further that the District will in the future be responsible for repair, maintenance and replacement of total public system, and for other good and valuable considerations set forth hereinafter, the parties hereto have entered into the following agreement:

The District hereby agrees to and will permit the Developer to Connect a private sewer line onto the District's existing twelve inch (12") sewer line in Highway 100, for sewer service to The Susanne Bass Learning and Nature Center, in accordance with Exhibits A, B and C, hereto. The Developer is to install the lines and appurtenances as shown on the plat of the development (Exhibit A) in accordance with the plans approved for construction by the District on June 14, 1999, (Exhibit B), and the District's standard specifications for sewer lines dated July, 1995 (Exhibit C). Exhibits A, B and C are made a part of this Contract.

The Developer is to perform all of the necessary work for the installation of the above-mentioned lines and appurtenances and

completely install the same at no cost whatsoever to the District, all in accordance with the plat, plans and specifications hereinabove referred to, and for that purpose has entered into a contract which is identified as Exhibit D hereto with Dillingham & Smith, Inc., Contractor, in the amount of \$119,000.00.

All construction begun, continued and completed hereunder shall be subject to the inspection and approval of the District and their engineers and representatives who shall have a continuous right of inspection throughout the progress of the work. No public or private lines, fittings, manholes, or connections shall be covered until inspected and approved for backfill by the District.

It is specifically understood and agreed that all installations and material costs, including but not limited to, all lines, manholes, fittings and appurtenances and such other facilities as may be required for said development, as well as the cost of acquiring easements, shall be paid for by the Developer.

In the event of change in the plat, plans or specifications referred to above by written agreement of the parties, prior to the actual installation of the facilities, then such change shall be deemed incorporated in this Contract, as though set out verbatim herein, and a copy of said changed plat, plans or specifications shall be made a part hereof. It is further understood that such changed plat, plans or specifications, if any, may be looked to for a total description of the project.

In addition to the costs of the materials and installation herein provided for, the Developer hereby agrees to and will pay to the District upon completion of the construction an amount equal to the District's inspection time on the job at \$21.00 per hour plus fifteen percent (15%) for fixed overhead, which is to cover the District's inspection, overhead and administrative costs. The Developer further agrees:

(1) That the Developer will immediately repair or have repaired at its own cost and expense all breaks, leaks or defects of any type whatsoever arising from any cause whatsoever in said private sewerline arising at anytime.

(2) That upon failure of the Developer to take immediate steps after notification of the need for repairs, the District is hereby authorized by the Developer to make such repairs at the cost and expense of the Developer, or to employ others to make such repairs at the cost and expense of the Developer.

(3) That the obligations of the Developer hereunder are in addition to and not in lieu of the obligations of the Developer to pay all rates, charges, and fees and satisfy all obligations set forth in the District's Schedule of Rates, Charges and Fees that are in effect at the date such obligations arise.

(4) That the Developer will satisfy all of the Developer's obligations set forth in separate agreements between the parties and captioned for Water Contract for Public and Private Water Lines; and

By the execution of this Agreement, the Developer hereby represents and warrants the private sewer lines, manholes, fittings and appurtenances and other required facilities constructed by the Developer to serve the development will be installed in accordance with the plat, plans and specifications above mentioned.

Two Inch (2") Tapping Privilege = \$ 2,600.00

TOTAL THIS CONTRACT \$ 2,600.00

INSPECTION TO BE FILLED FOR TIME ON THE JOB AT \$21.00 PER HOUR PLUS 15% FOR FIXED OVERHEAD.

Further, and in connection herewith, the parties hereto acknowledge that they have entered into the MEMORANDUM OF

UNDERSTANDING attached hereto as Exhibit E.

*Total hrs inspection = 123*  
*sewer hrs 61.5 x \$21 = 1291.50 x .15*  
*= 193.73 fixed overhead - Total \$ 1485.23*

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT as of the day and date first above written.

HARPETH VALLEY UTILITIES DISTRICT

BY: E. A. Torrington Jr.  
President

Approved as to  
Form and Legality

Robert E. Baker

Attorney

Delores H. Carter  
Secretary

W. E. Seaw  
Witness

DEVELOPER: Metropolitan Nashville Parks  
and Recreation

BY: J. A. Zyke

ADDRESS: Centennial Park Office  
Nashville, TN 37201

TELEPHONE: 615-862-8400

- Exhibit A - On File At Harpeth Valley Utilities District
- Exhibit B - On File At Harpeth Valley Utilities District
- Exhibit C - On File At Harpeth Valley Utilities District
- Exhibit D - On File At Harpeth Valley Utilities District
- Exhibit E - Attached

MEMORANDUM OF UNDERSTANDING

For Harpeth Valley Utilities District Sewer Service To  
The Susanne Bass Learning and Nature Center, (Proposed Development)

It is agreed hereto by and between the District and the Developer.

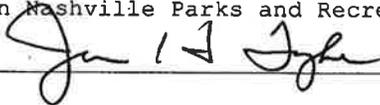
The Developer, his contractor, plumber, or other agents will not be entitled to sewer service or water service connection until final approval of the public and private sewer and water line construction (both on-site and off-site) has been made by Harpeth Valley Utilities District, and confirmed by the District in writing to the Developer.

Said approval will not be unreasonably withheld.

Proposed Development: The Susanne Bass Learning and Nature Center

Developer: Metropolitan Nashville Parks and Recreation

By: \_\_\_\_\_



Harpeth Valley Utilities District

By: \_\_\_\_\_



**AMENDMENT TO SEWER CONTRACT FOR  
PRIVATE SEWER LINES**

This Amendment to Sewer Contract For Private Sewer Lines is made and entered into this 30<sup>th</sup> day of May, 2019 ("Amendment"), by and between the Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee, a municipal corporation (the "District"), and the Metropolitan Government of Nashville and Davidson County, Tennessee, and through its Board of Parks and Recreation ("Developer").

WHEREAS, the parties previously entered into a Sewer Contract For Private Sewer Lines dated February 28, 2000 (the "Contract") to allow for the Developer to connect a private sewer line to the District's then existing twelve inch (12") sewer line in Highway 100, to provide sewer service to The Susanne Bass Learning and Nature Center (the "Development"), all in accordance with a plat for development, construction plans, the District's then existing standard specifications for sewer lines, and a construction contract between Developer and a contractor, all of which were attached to the Contract as Exhibits A, B, C, and D, respectively; and

WHEREAS, the District, as the provider of public utility service to the area in which the Development is located, has determined that it will be necessary to construct and/or extend utility lines and any necessary appurtenances in order to serve the residential and commercial development in Davidson and Williamson Counties, Tennessee, and that the construction and/or extension of these lines and appurtenances requires an alteration to the provision of public sanitary sewer utility service to the Development; and

WHEREAS, the District and the Developer desire to amend the Contract to provide for the continued provision of public utility service to the Development and the abandonment of a section of a three inch (3") sanitary sewer line previously installed to serve the Development.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the District and the Developer agree to amend to the Contract to provide as follows:

1. The existing three inch (3") force main sanitary sewer line previously installed in accordance with the Contract and the aforementioned exhibits to the Contract from the Development to the District's then existing twelve inch (12") sanitary sewer line in Highway 100, shall have a new point of termination along Highway 100, as shown on the plans prepared by Collier Engineering Co. Inc., dated April 22, 2019, attached hereto as Exhibit A, near the point where there exists a crossing under Highway 100 through a thirty inch (30") steel casing. This previously installed section of three inch (3") force main sanitary sewer line, from the Development to the new point of termination, shall remain a private sewer line owned and maintained by Developer.
2. That section of the three inch (3") force main sanitary sewer line previously installed beyond the new point of termination to the previous point of termination at the District's twelve inch (12") sanitary sewer line in Highway 100, shall be abandoned in place, as shown on the plans attached hereto as Exhibit A.
3. Beginning at the three inch (3") force main sanitary sewer line's new point of termination, the District will construct, at its cost, an extension of the three inch (3") force main sanitary sewer line. Said extension shall be installed a northwesterly direction through a trench parallel to a new twelve inch (12") ductile iron pipe, through the steel casing under the Highway 100 crossing, and through a trench on the other side of Highway 100 and continuing parallel to a new twelve inch (12") ductile iron pipe to a manhole, all as shown on the plans attached hereto as Exhibit A. The three inch (3") force main sanitary sewer line extension shall be owned and maintained by the District.

4. All fees paid by the Developer as previously identified in the Contract shall remain nonrefundable and shall be retained by the District. The Developer shall not be entitled to any compensation in connection with this Amendment to the Contract.

5. All remaining terms of the Contract between the District and the Developer shall remain in effect, unless specifically amended by this Amendment.

IN WITNESS WHEREOF, the parties have entered this Amendment as of the day and date first above written.

HARPETH VALLEY UTILITIES DISTRICT

Approved as to  
Form and Legality

Robert E. Parker  
Attorney

By: [Signature]  
President

[Signature]  
Vice President

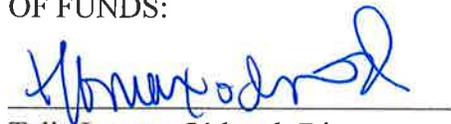
[Signature]  
Witness

METROPOLITAN GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY, TENNESSEE

By: [Signature]  
Name(print): Monique Odom  
Title(print): Director, Dept. of Parks & Recreation

511 Oman Street  
Nashville, TN 37203  
(615) 862-8400

APPROVED AS TO AVAILABILITY  
OF FUNDS:



Talia Lomax-O'dneal, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:



Assistant Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

---

Metropolitan Clerk

Exhibit A to Exhibit 2

# HARPETH VALLEY UTILITIES DISTRICT

# HORSESHOE BEND 12" FORCE MAIN

## PROJECT NO. SW107-1503

EDWIN WARNER PARK - HICKS ROAD TO OLD HICKORY BLVD., NASHVILLE, TN 37205

### April 2019

### BID SET

PROJECT MANAGEMENT, SITE/CIVIL, AND LANDSCAPE



APPROVAL:  
HARPETH VALLEY UTILITIES DISTRICT

BY: *[Signature]* DATE: 5/12/19

REVISIONS		
NO.	DATE	DESCRIPTION

**COLLIER**  
ENGINEERING CO., INC.  
CONSULTING • DESIGN • CONSTRUCTION

5560 FRANKLIN PIKE CIRCLE, BRENTWOOD, TN 37027  
PHONE: (615) 331-1441 FAX: (615) 331-1050

HORSESHOE BEND FORCE MAIN  
PROJECT NO. SW107-1503  
HARPETH VALLEY UTILITIES DISTRICT



DATE: 04/22/2019  
DRAWN BY: MJD  
CHECKED BY: MJD  
SCALE: N/A

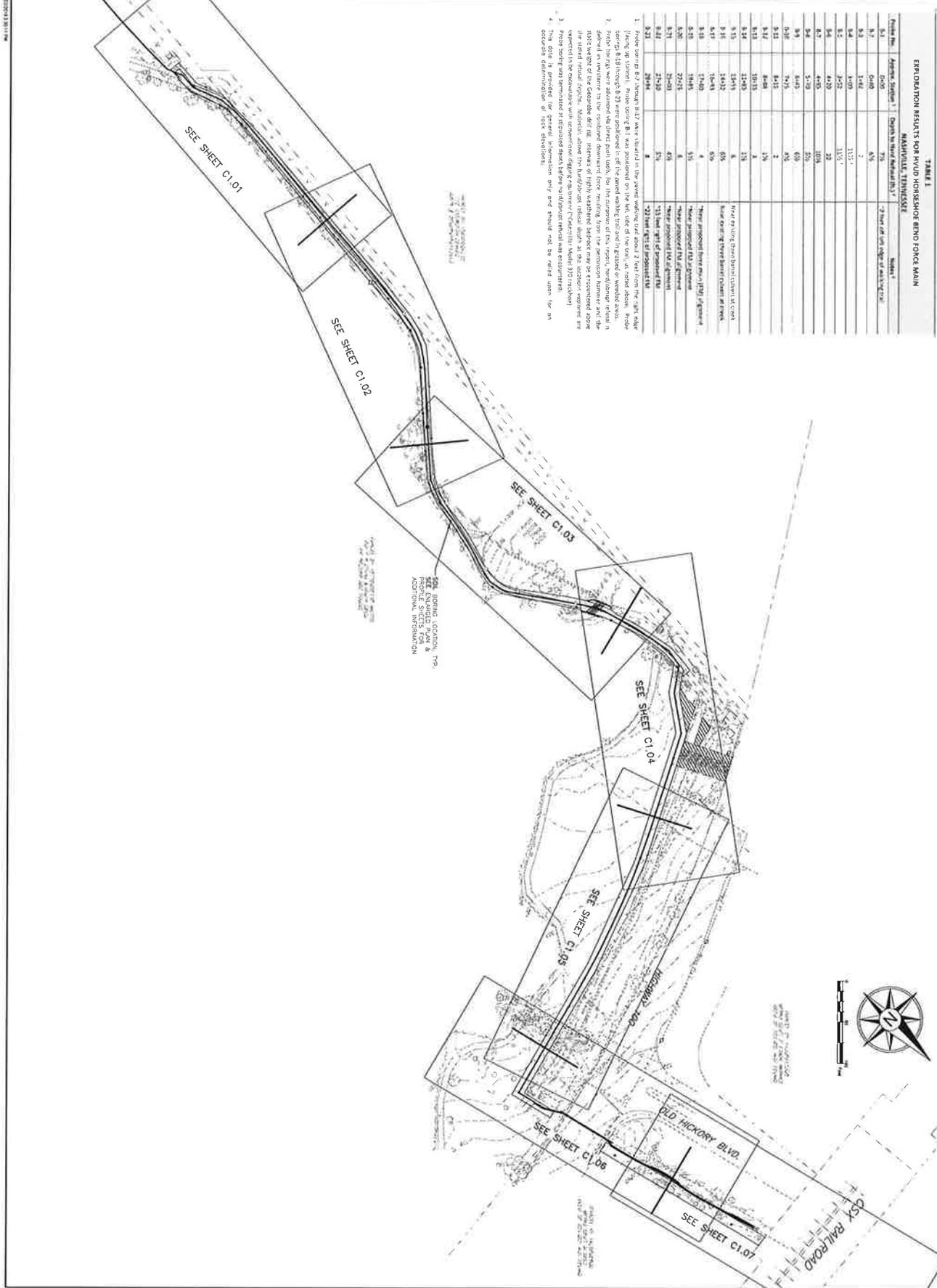
COVER SHEET  
00.00



TABLE 1  
 EVALUATION RESULTS FOR HARVOD HORSESHOE BEND FORCE MAIN  
 MANHOLE, TENNESSEE

Profile No.	Approx. Station	Depth to Water (feet)	Notes
B.1	0+00	7.5	2' Water at top edge of manhole rim
B.2	0+10	6.5	
B.3	0+20	2	
B.4	0+30	11.5	
B.5	0+40	22	
B.6	0+50	20	
B.7	0+60	20	
B.8	0+70	6.0	
B.9	0+80	6.5	
B.10	0+90	2	
B.11	1+00	1.5	
B.12	1+10	1	
B.13	1+20	1	
B.14	1+30	1	
B.15	1+40	6	Water on left side of manhole at crown
B.16	1+50	6.5	Water on right side of manhole at crown
B.17	1+60	6.5	
B.18	1+70	6.5	
B.19	1+80	4	Water at top of manhole at crown
B.20	1+90	4.5	Water at top of manhole at crown
B.21	2+00	4.5	Water at top of manhole at crown
B.22	2+10	5.5	Water at top of manhole at crown
B.23	2+20	5.5	Water at top of manhole at crown

- Profile points B.7 through B.17 were situated in the sand washing yard about 7 feet from the right edge (along up stream). Profile point B.1 was positioned on the left side of the line, as noted above. Profile points B.18 through B.23 were positioned in the paved walking trail and/or grassed or wooded areas.
- Profile points were adjusted to a fixed point datum for the purpose of this report. Hand-drawn vertical lines were drawn through the profile points to indicate the location of the manhole. The vertical distance between the profile points and the ground surface is indicated by the vertical distance between the profile points and the ground surface. The vertical distance between the profile points and the ground surface is indicated by the vertical distance between the profile points and the ground surface.
- Profile points were estimated or calculated from the field data and/or other data as necessary.
- This data is provided for general information only and should not be relied upon for an engineering calculation or design.



DATE: 04/22/2019  
 DESIGNED BY: M.C.  
 CHECKED BY: G.B.  
 APPROVED BY: W.B.

**OVERALL LAYOUT**  
 SHEET NO. C1-00

HORSESHOE BEND FORCE MAIN  
 PROJECT NO. SW107-1503  
 HARPETH VALLEY UTILITIES DISTRICT

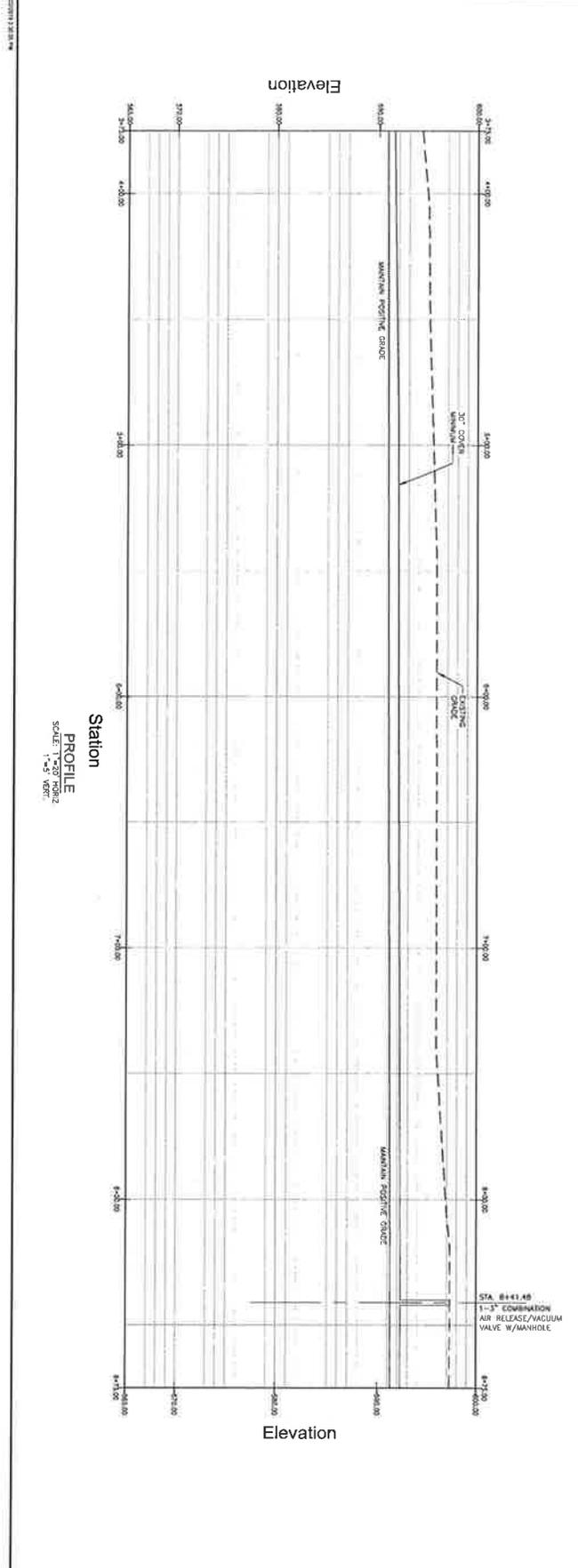
**COLLIER ENGINEERING CO., INC.**  
 CONSULTING • DESIGN • CONSTRUCTION

5560 FRANKLIN PIKE CIRCLE, BRENTWOOD, TN 37027  
 PHONE: (615) 331-1441 FAX: (615) 331-1030

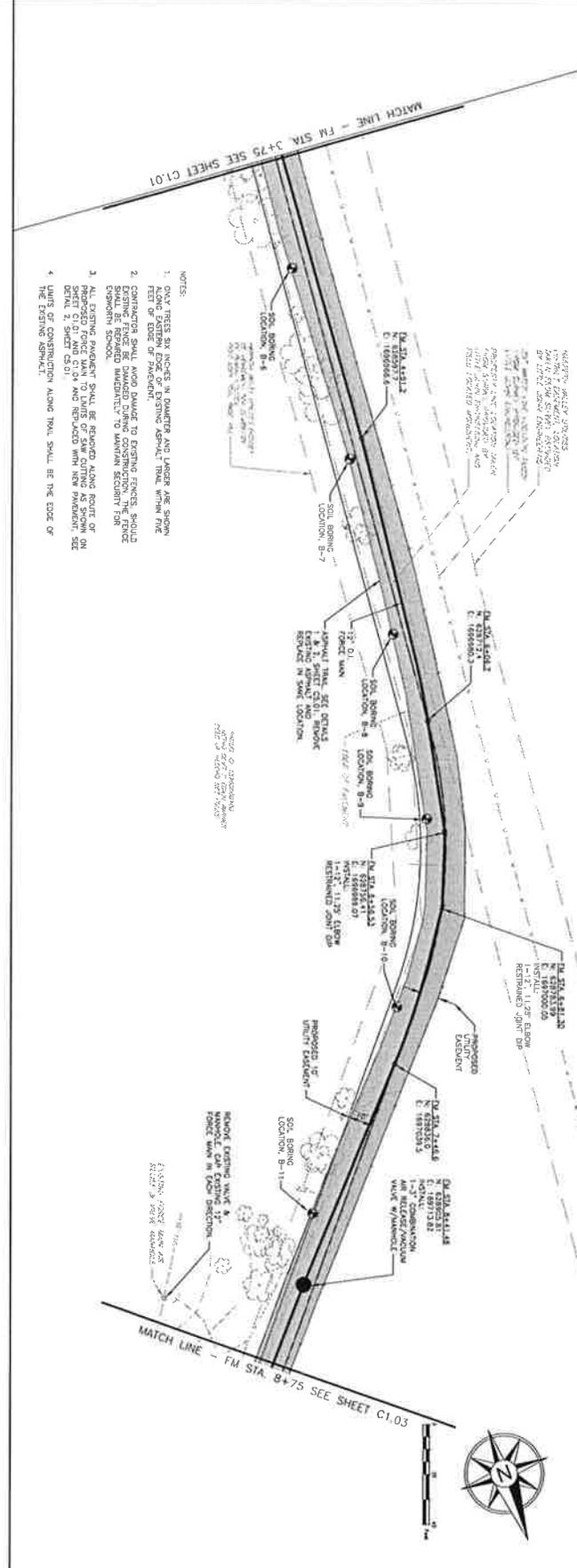
REVISIONS

NO.	DATE	BY	DESCRIPTION





PROFILE  
SCALE: 1"=3' VERT.



- NOTES
1. ONLY EXISTING IN PLACE IN EXISTING AND UNDER ARE SHOWN FEET OF PAVEMENT.
  2. CONSTRUCTION SHALL AVOID DAMAGE TO EXISTING FENCES. SHOULD SHALL BE REPAIRED IMMEDIATELY TO MAINTAIN SECURITY TO EYEWORTHY SCHOOL.
  3. ALL EXISTING PAVEMENT SHALL BE REPAIRED ALONG ROUTE OF MAIN SHEET C1.01 AND C1.03 AND REPLACED WITH NEW PAVEMENT SET 4" UNITS OF CONSTRUCTION ALONG TRAIL SHALL BE THE EDGE OF THE EXISTING CURB.



DATE: 04/22/2018  
 DESIGNED BY: MLD  
 APPROVED BY: VAD  
 PLAN & PROFILE  
 SHEET NO. C1.02

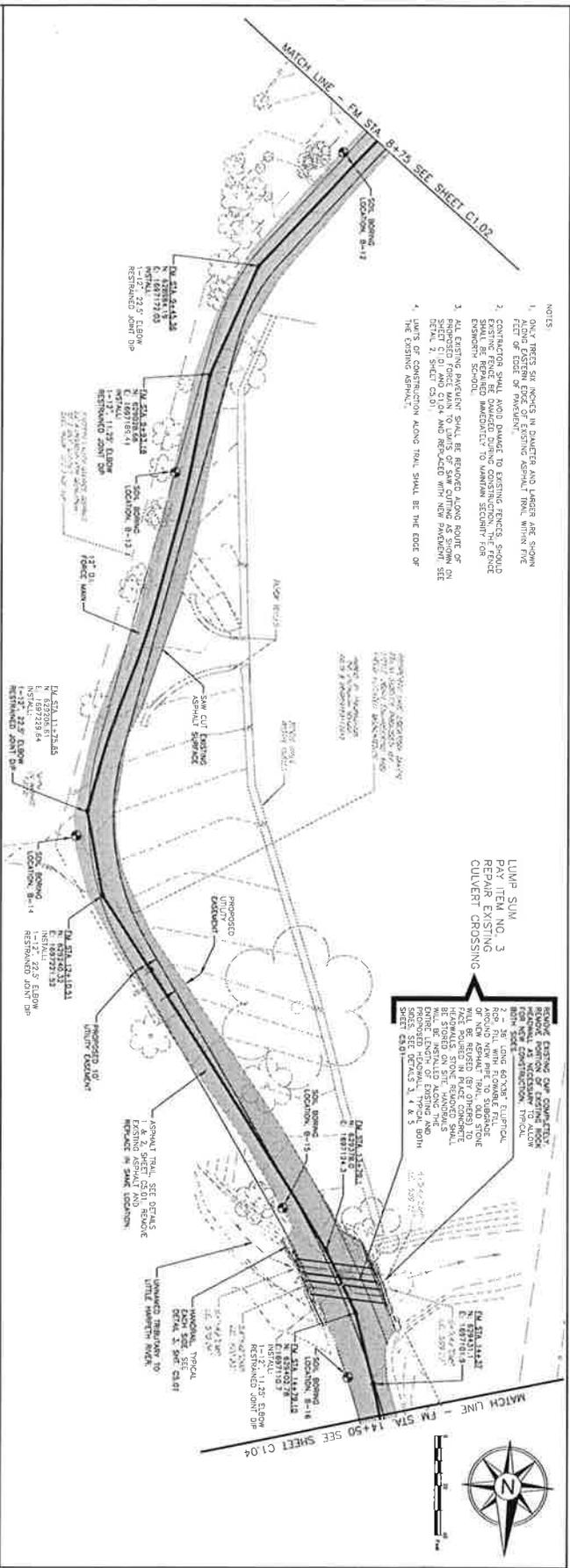
HORSESHOE BEND FORCE MAIN  
 PROJECT NO. SW107-1503  
 HARPETH VALLEY UTILITIES DISTRICT

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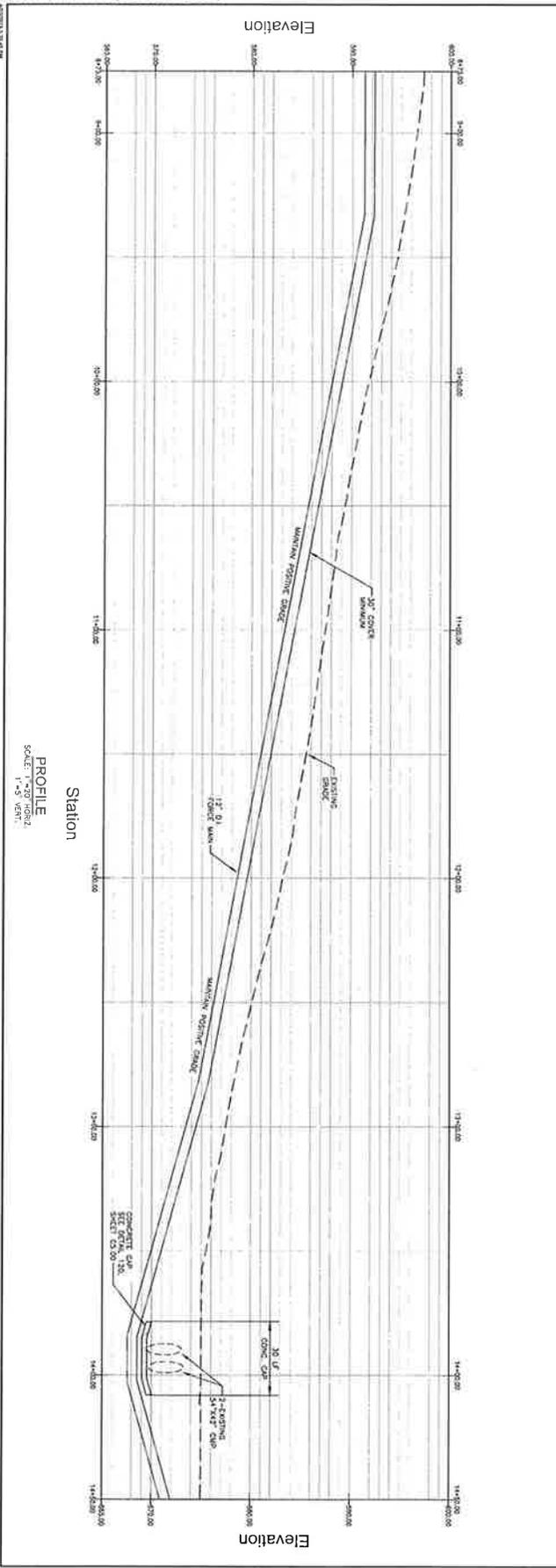
REVISIONS		
NO.	DATE	DESCRIPTION

- NOTES
1. ONLY PRECISE SLOPES IN DITCHES AND LARGER ARE SHOWN FEET OF EASE OF PAVEMENT.
  2. CONTRACTOR SHALL AVOID DAMAGE TO EXISTING FENCES SHOULD EXISTING FENCE BE DAMAGED DURING CONSTRUCTION, THE FENCE OWNERSHIP SHOULD IMMEDIATELY TO MAINTAIN SECURITY FOR ENHARTHS SCHOOL.
  3. ALL EXISTING PAVEMENT SHALL BE REPAID ALONG ROUTE OF IMPROVED FORCE MAIN TO LIMITS OF SAW CUTTING AS SHOWN ON DETAIL 2, SHEET C1-01.
  4. LIMITS OF CONSTRUCTION ALONG TRAIL SHALL BE THE EDGE OF THE EXISTING ASPHALT.



REMOVE EXISTING 6\"/>

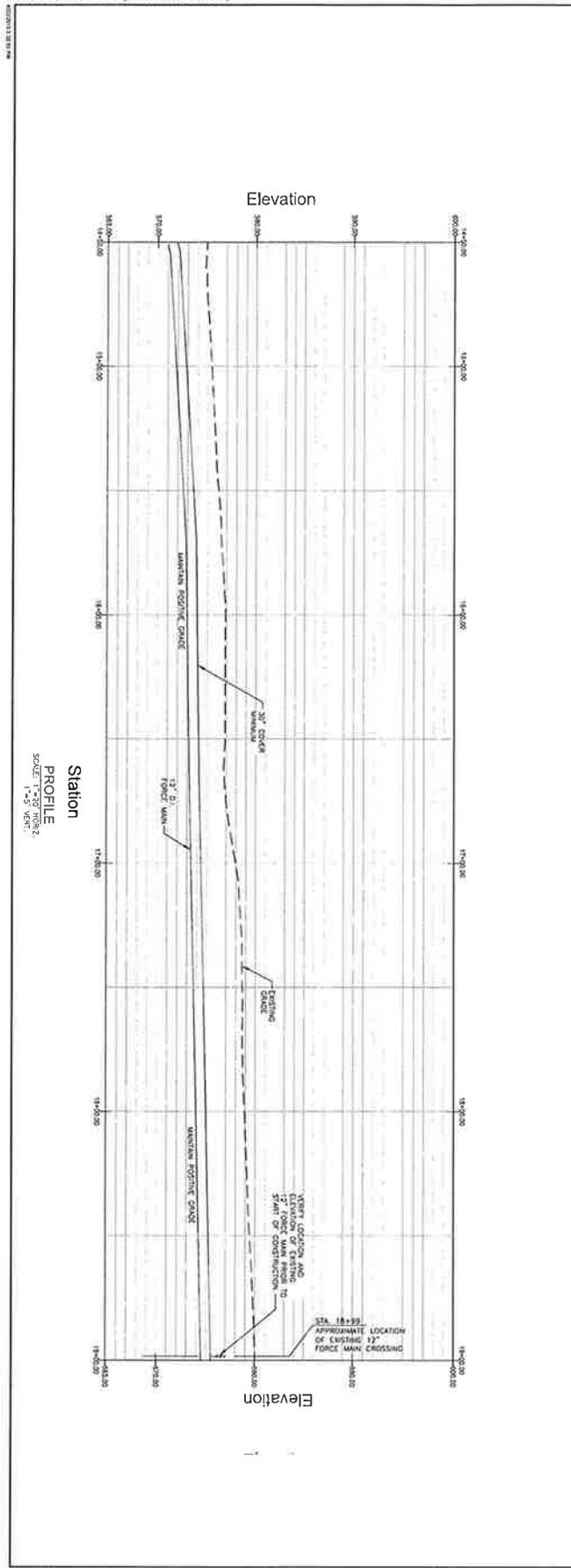
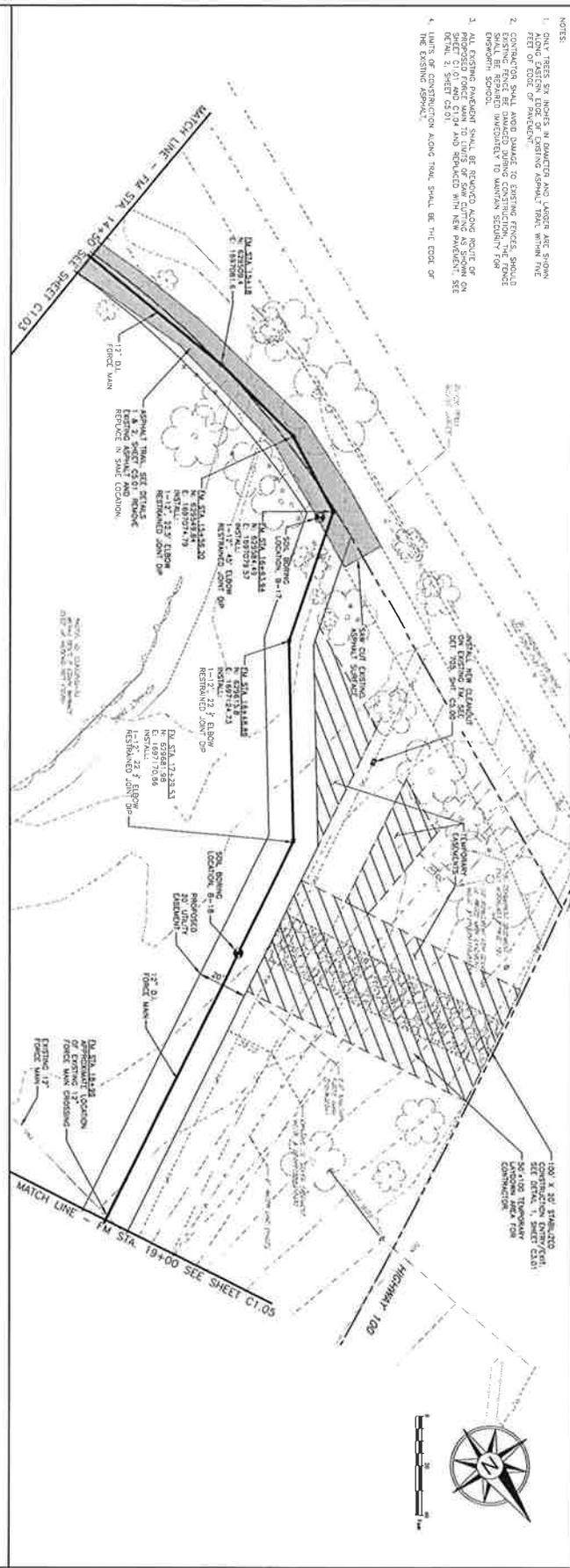
LUMP SUM  
PAY ITEM NO. 3  
REPAIR EXISTING  
CULVERT CROSSING



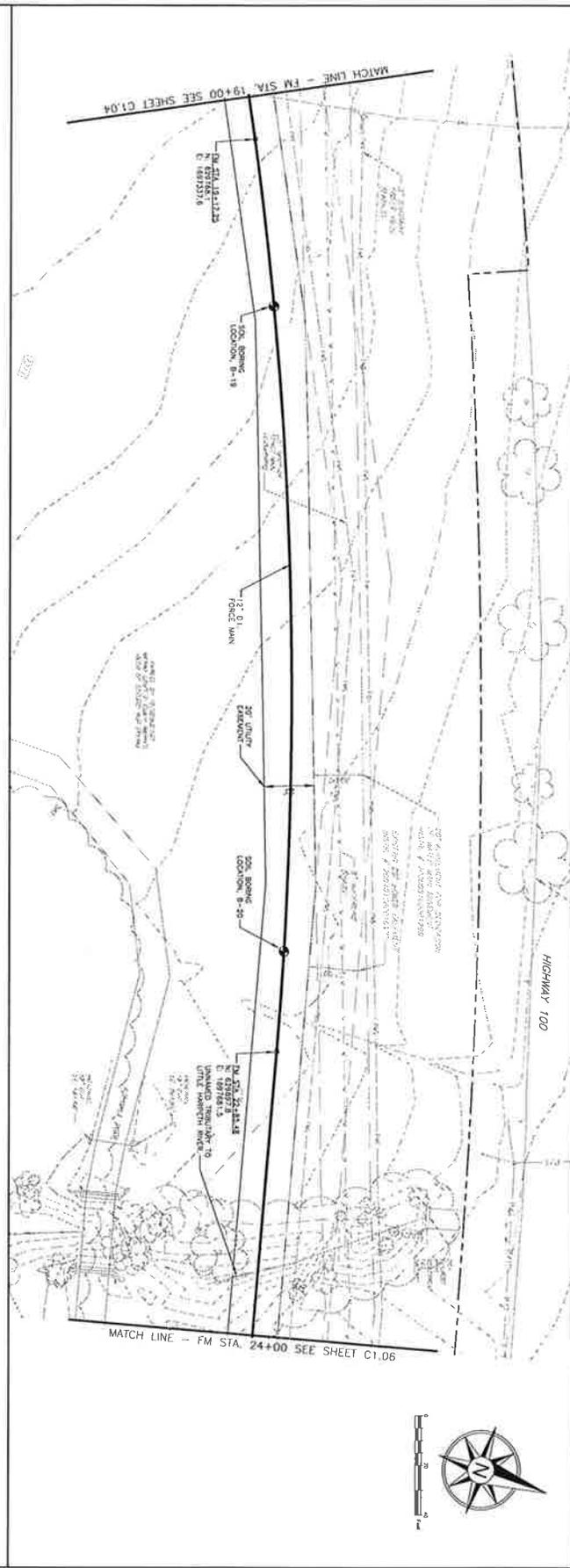
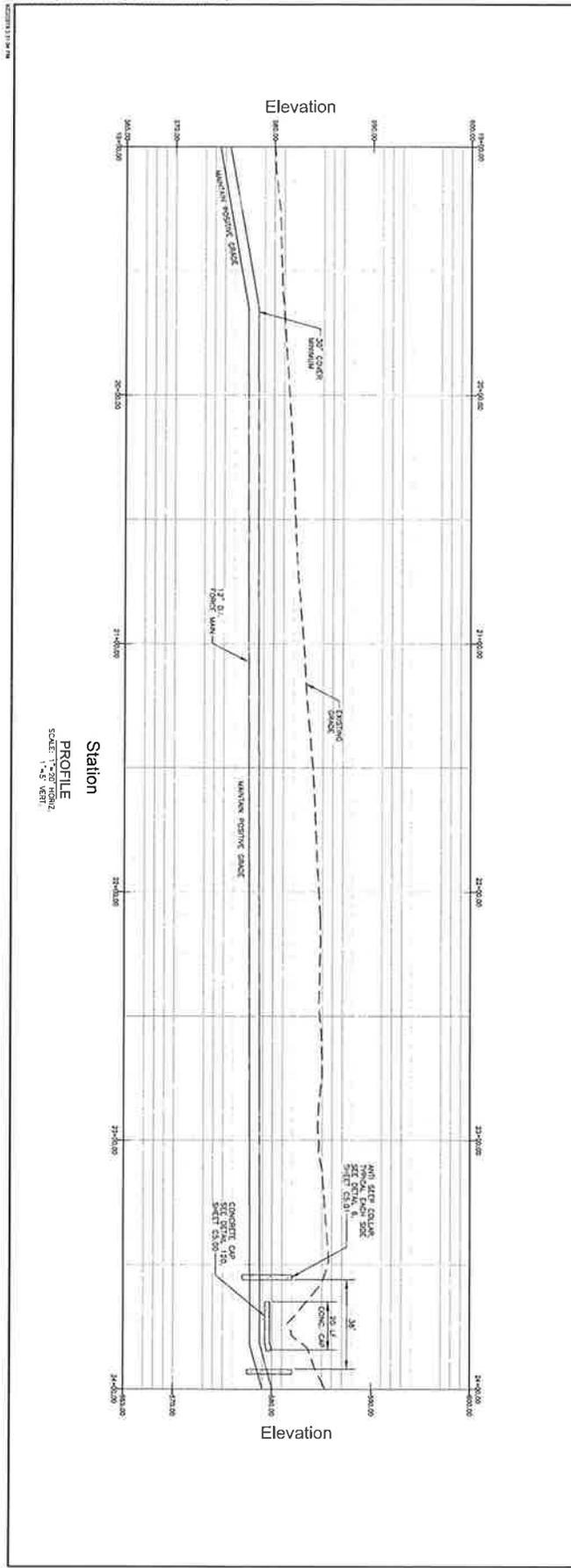
PROFILE  
SCALE: 1\"/>

	<p>HORSESHOE BEND FORCE MAIN PROJECT NO. SW107-1503 HARPETH VALLEY UTILITIES DISTRICT</p>		<p><b>COLLIER</b> ENGINEERING CO., INC. CONSULTING • DESIGN • CONSTRUCTION</p>		<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	BY	DESCRIPTION												
	NO.	DATE	BY	DESCRIPTION																	
<p>DATE: 08/22/2018 DRAWN BY: M.C. CHECKED BY: M.C. SCALE: C1-03</p>	<p>5560 FRANKLIN PIKE CIRCLE, BRENTWOOD, TN 37027 PHONE: (615) 331-1441 FAX: (615) 331-1050</p>																				

- NOTES:
1. ONLY TRENCH EXHIBITS IN EXHIBITS AND LAYOUT ARE SHOWN ALONG EASTERN EDGE OF EXISTING ASPHALT TRAIL WITHIN FIVE FEET OF EDGE OF PAVEMENT.
  2. CONTRACTOR SHALL MAINTAIN EXISTING FENCES. SHOULD ANY FENCES BE DAMAGED OR REMOVED, CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING THEM WITHIN THE SAME LOCATION.
  3. ALL EXISTING PAVEMENT SHALL BE REPAIRED ALONG RIGHT OF WAY OF SHEET C1.01 AND C1.04 AND SPALLS WITH NEW PAVEMENT. SEE SHEET C1.01 AND C1.04 FOR DETAILS.
  4. THE LOCATION OF CONSTRUCTION SHALL BE THE EDGE OF THE EXISTING ASPHALT TRAIL.



	<b>HORSESHOE BEND FORCE MAIN</b> <b>PROJECT NO. SW107-1503</b> <b>HARPETH VALLEY UTILITIES DISTRICT</b>		 <b>COLLIER</b> <b>ENGINEERING CO., INC.</b> CONSULTING • DESIGN • CONSTRUCTION 5560 FRANKLIN PIKE CIRCLE, BRENTWOOD, TN 37027 PHONE: (615) 331-1441 FAX: (615) 331-1050	<b>REVISIONS</b>	
	SHEET NO. C-1.04	DRAWN BY: MCD CHECKED BY: WKS		DATE:	BY:



**Station**  
**PROFILE**  
 SCALE: 1" = 20' VERT.  
 1" = 40' HORZ.

**HORSESHOE BEND FORCE MAIN**  
**PROJECT NO. SW107-1503**  
**HARPETH VALLEY UTILITIES DISTRICT**

**COLLIER**  
**ENGINEERING CO., INC.**  
 CONSULTING • DESIGN • CONSTRUCTION

5560 FRANKLIN PIKE CIRCLE, BRENTWOOD, TN 37027  
 PHONE: (615) 331-1441 FAX: (615) 331-1050

REVISIONS		
NO.	DATE	BY

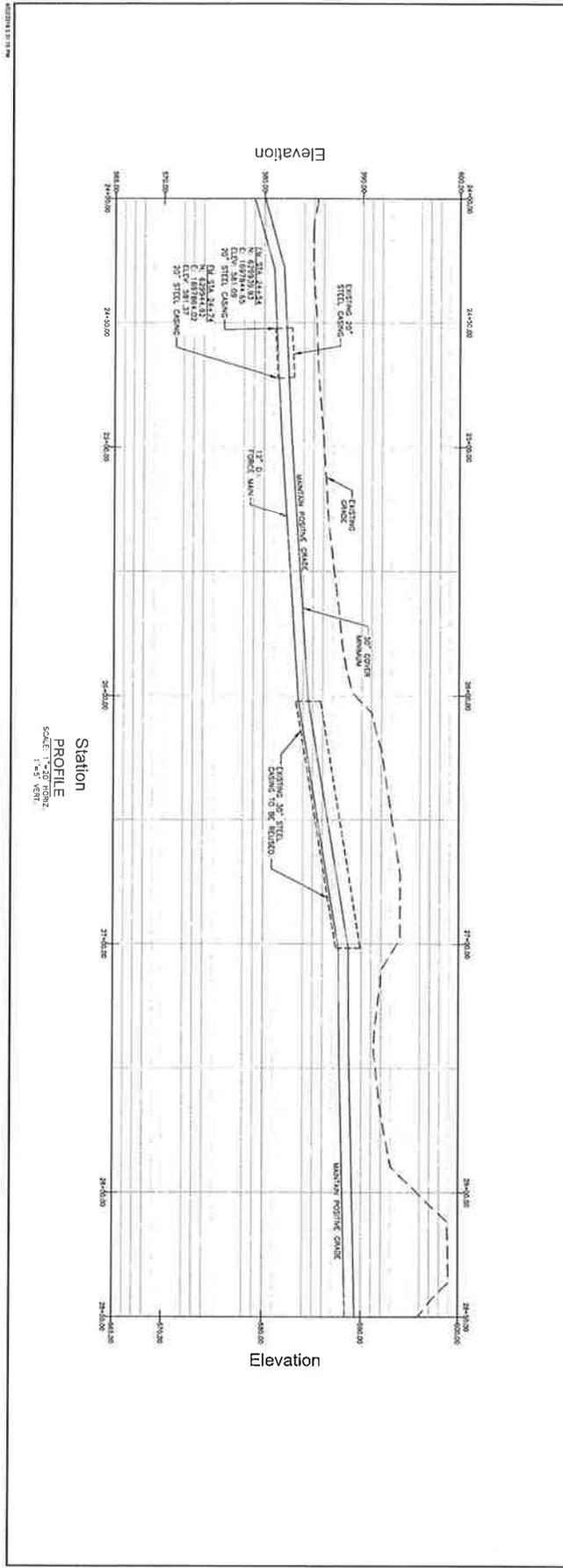
DATE: 04/22/2014  
 DESIGNED BY: MJD  
 DRAWN BY: MJD  
 CHECKED BY: MJD  
 PROJECT NO: SW107-1503

**PLAN & PROFILE**  
 SHEET NO. C1.05

**COLLIER**  
 ENGINEERING CO., INC.  
 CONSULTING • DESIGN • CONSTRUCTION

REVISIONS

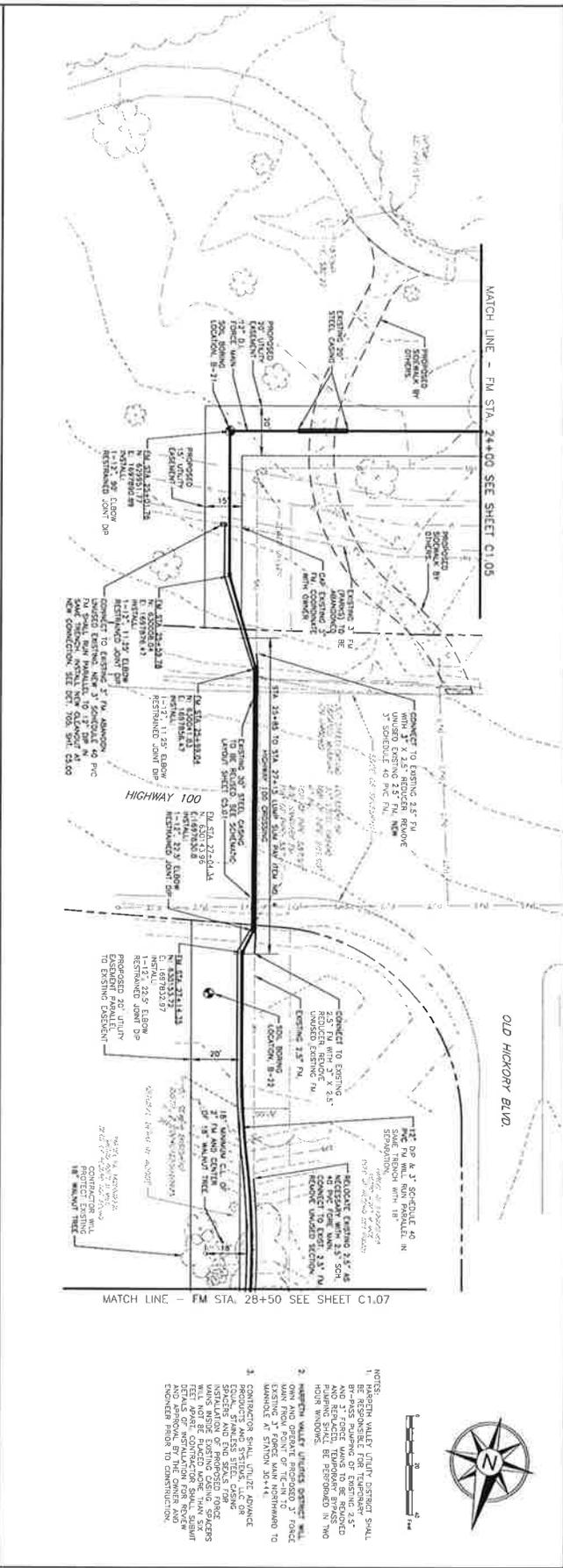
NO.	DATE	BY	DESCRIPTION



**Station  
PROFILE**

SCALE: 1" = 20' HORIZ  
1" = 5' VERT

DATE: 04/22/05  
DRAWN BY: M.C.D.  
CHECKED BY: C.B.P.  
SCALE: 1" = 20' HORIZ  
1" = 5' VERT



**HORSESHOE BEND FORCE MAIN  
PROJECT NO. SW107-1503  
HARPETH VALLEY UTILITIES DISTRICT**

**COLLIER  
ENGINEERING CO., INC.**  
CONSULTING • DESIGN • CONSTRUCTION

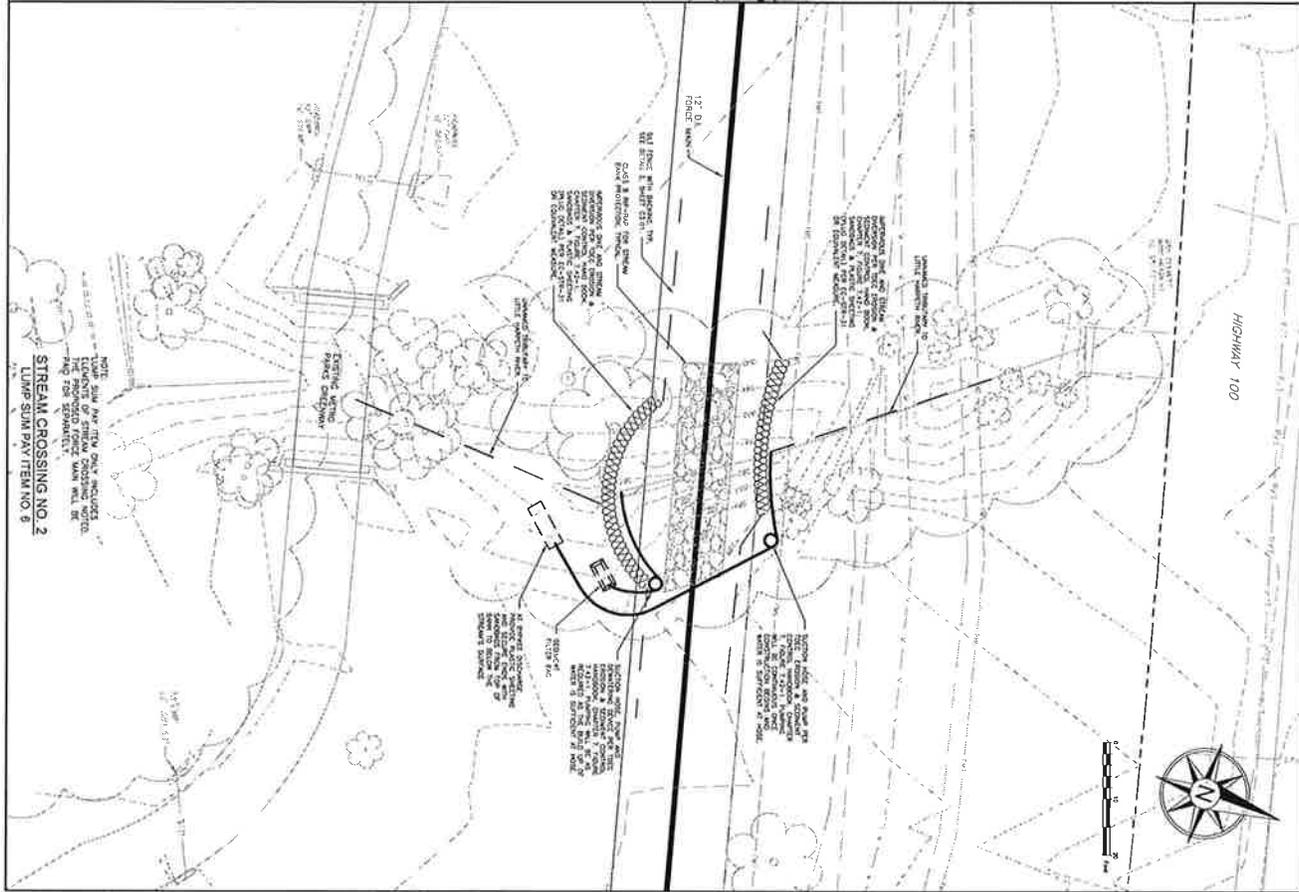
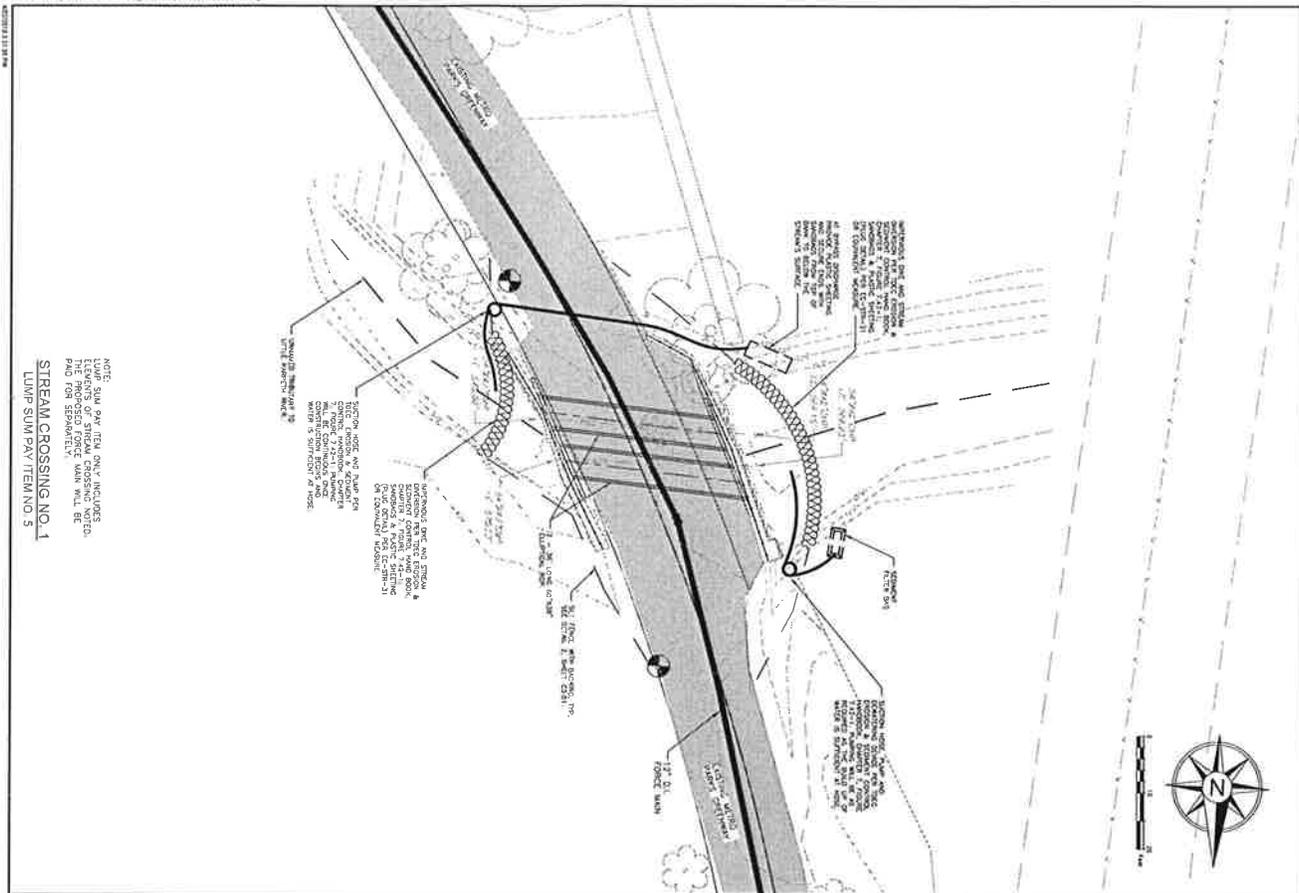
5560 FRANKLIN PIKE CIRCLE, BRENTWOOD, TN 37027  
PHONE: (615) 331-1441 FAX: (615) 331-1050

REVISIONS		
NO.	DATE	DESCRIPTION

**NOTES:**

1. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR TEMPORARY BR-SHIELDING OF EXISTING 24" AND 30" WATER MAINS AND 18" AND 24" GAS MAINS. ALL BR-SHIELDING SHALL BE PERFORMED IN THE FIELD AND SHALL BE APPROVED BY THE DISTRICT ENGINEER PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR TEMPORARY BR-SHIELDING OF EXISTING 24" AND 30" WATER MAINS AND 18" AND 24" GAS MAINS. ALL BR-SHIELDING SHALL BE PERFORMED IN THE FIELD AND SHALL BE APPROVED BY THE DISTRICT ENGINEER PRIOR TO CONSTRUCTION.
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NOTE:  
LUMP SUM PAY ITEM ONLY INCLUDES  
ELEMENTS OF STREAM CROSSING NOTED  
PAID FOR SEPARATELY.  
LUMP SUM PAY ITEM NO. 5

NOTE:  
LUMP SUM PAY ITEM ONLY INCLUDES  
ELEMENTS OF STREAM CROSSING NOTED  
PAID FOR SEPARATELY.  
LUMP SUM PAY ITEM NO. 6

DATE: 04/22/2018  
DESIGNED BY: N/C  
CHECKED BY: W/D  
EPSC

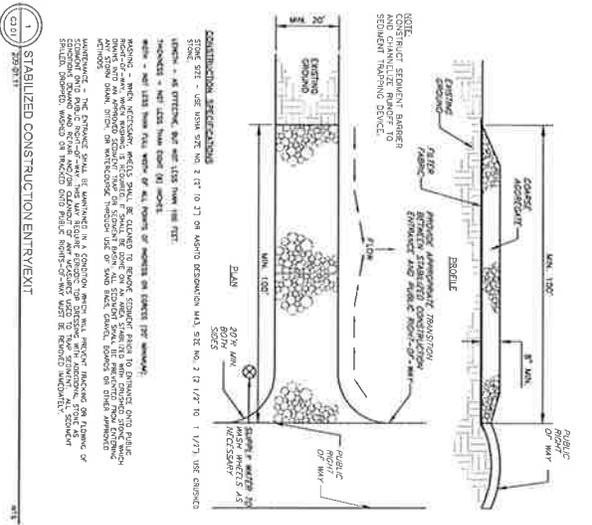
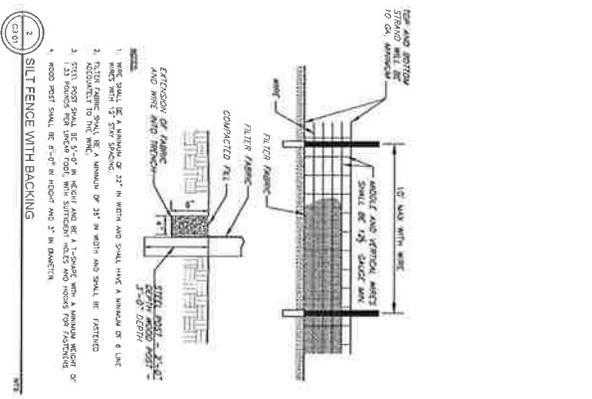
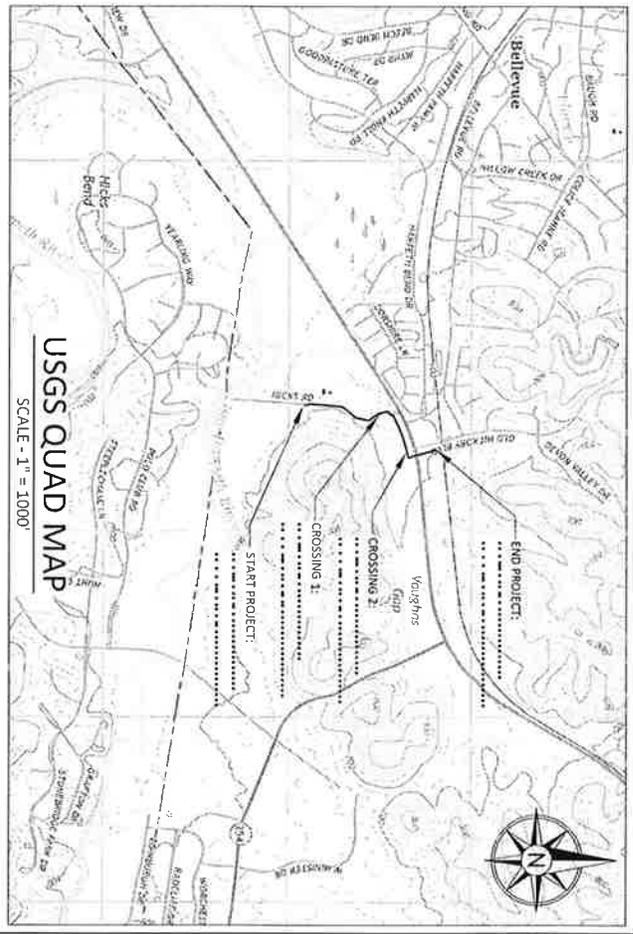
HORSESHOE BEND FORCE MAIN  
PROJECT NO. SW107-153  
HARPETH VALLEY UTILITIES DISTRICT

**COLLIER**  
ENGINEERING CO., INC.  
CONSULTING • DESIGN • CONSTRUCTION

5560 FRANKLIN PIKE CIRCLE, BRENTWOOD, TN 37027  
PHONE: (615) 331-1441 FAX: (615) 331-1050

REVISIONS		
NO.	DATE	DESCRIPTION

- A. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH EPSC SHALL OBTAIN A COPY OF THE AWE PERMIT AND BECOME FAMILIAR WITH IT.
- B. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING EARTH FROM EROSION AND TO REPAIR FOR CONSUMPTION OF SEDIMENT THAT MAY RESULT FROM THEIR WORK. PRIOR TO BEGINNING WORK, EROSION CONTROL MEASURES MUST BE IN PLACE TO PREVENT EROSION THAT MAY OCCUR IN THE EVENT OF RAIN. DURING THE PROGRESSION OF WORK, THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES AS NECESSARY TO PREVENT EROSION. AT NO TIME SHALL EXPOSED EARTH REMAIN UNPROTECTED FROM THEIR OPERATIONS. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES THROUGHOUT THE ENTIRE PROJECT.
- C. CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES AS NECESSARY TO PREVENT EROSION. BEST MANAGEMENT PRACTICES SHALL BE USED TO PREVENT EROSION. BEST MANAGEMENT PRACTICES SHALL BE USED TO PREVENT EROSION.
- D. BEST MANAGEMENT PRACTICES (BMP) AND CONTROL SHALL CONFORM TO LOCAL REQUIREMENTS OR MANUAL OF PRACTICE AS APPLICABLE. CONTRACTOR SHALL MAINTAIN ADEQUATE CONTROL OF EROSION AS DIRECTED BY PERMITTING AGENCY OR OWNER.
- E. PERMITS FOR ANY CONSTRUCTION ACTIVITY INVOLVING STATE WATERS OR REGULATED WATERS MUST BE MAINTAINED ON SITE AT ALL TIMES.
- F. CONTRACTOR SHALL MAINTAIN CLEARANCE TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE PERMITS.
- G. EXISTING CONSTRUCTION SHALL BE PROTECTED FROM DAMAGE AND STORAGE AREA SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA. EXISTING CONSTRUCTION SHALL BE PROTECTED FROM DAMAGE AND STORAGE AREA SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA.
- H. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
- I. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FILTRATION BARRIERS SHALL BE MAINTAINED ON SITE OR READY AVAILABLE TO COMBAT AND CLEAN-UP SPILLS OR CHEMICAL SPILLS AND OILS.
- J. OILS ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED. RUBBER, TRASH, CIGARETTE LITTER OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO STATED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER RUNOFF. STEEP SLOPES SHALL BE MAINTAINED TO PREVENT EROSION.
- K. ALL EROSION PREVENTION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AS SOON AS PRACTICABLE.
- L. ALL DISTURBED AREAS THAT WILL BE MAINTAINED FOR 14 DAYS OR MORE MUST BE STABILIZED TEMPORARILY WITH THE USE OF STRAW/MULCH WHICH WOOD CELLULOSE FIBERS, HAY, OR OTHER SUCH MATERIALS. STEEP SLOPES SHALL BE TEMPORARILY STABILIZED NOT LATER THAN 7 DAYS AFTER CONSTRUCTION ACTIVITY HAS COMPLETED ON TEMPORARILY STABILIZED AREAS.
- M. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS TEMPORARILY STOPPED SHALL BE PERMANENTLY STABILIZED. THESE AREAS SHALL BE SEEDED, SODDED, OR PLANTED WITH APPROPRIATE VEGETATION. THE CONTRACTOR SHALL MAINTAIN THE VEGETATION THROUGHOUT THE LIFE OF THE PROJECT. VEGETATION SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
- N. ALL MATERIALS SPILLED, CARRIED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STREAMS MUST BE REMOVED IMMEDIATELY.
- O. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE EPSC WEIGHERS IN CONJUNCTION WITH THE ON-SITE OFFSITE SOIL STORAGE AND BARGE AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BARGE AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
- P. IN REGARD TO EPSC, TDEC AND WETLAND STORMWATER REGULATIONS APPLY TO THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR EPSC MEASURES RELATED TO ANY CONSTRUCTION INCLUDING IN THE CONTRACT.
- Q. CONTRACTOR TO LIMIT DISTURBANCE OF SITE, NO UNNECESSARY CLEARING AND/OR GRADING SHALL BE PERMITTED.
- R. CONTRACTOR IS REQUIRED TO PROTECT AN AREA FOR CONCRETE MIXING, BARGE AND EQUIPMENT STORAGE. CONTROL OF OTHER SITE WASTES SUCH AS OILY WASTES, CHEMICALS, LITTER AND SAWDUST WASTES THAT MAY CAUSE ADVERSE IMPACTS TO WATER QUALITY IS ALSO REQUIRED.
- S. CONTRACTOR IS RESPONSIBLE FOR INSTALLING AND MAINTAINING PROPER EROSION PREVENTION AND SEDIMENT CONTROL MEASURES AS WARRANTED BY FIELD CONDITIONS THRU THE LIFE OF THE PROJECT. THESE EPSC MEASURES SHOULD BE IN ACCORDANCE WITH ALL TDEC AND WETLAND REQUIREMENTS. EPSC MEASURES SHOULD BE TYPICAL OF THOSE USED ON SIMILAR SITES THROUGHOUT THE STATE.

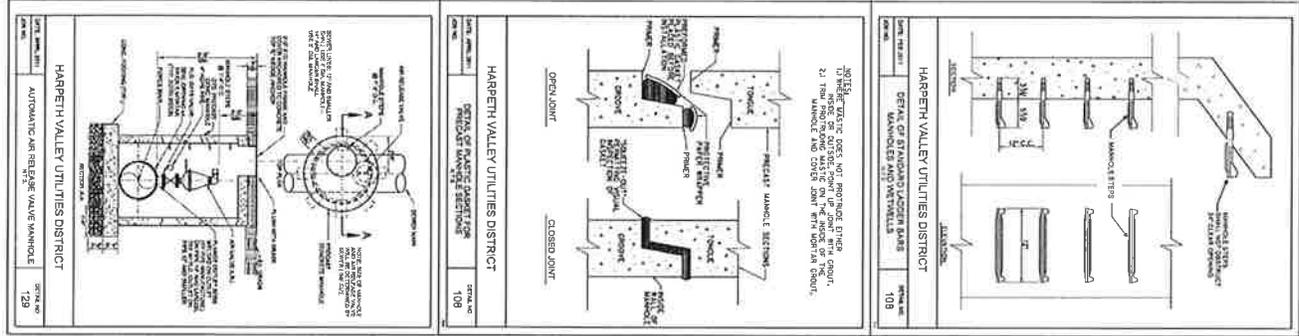
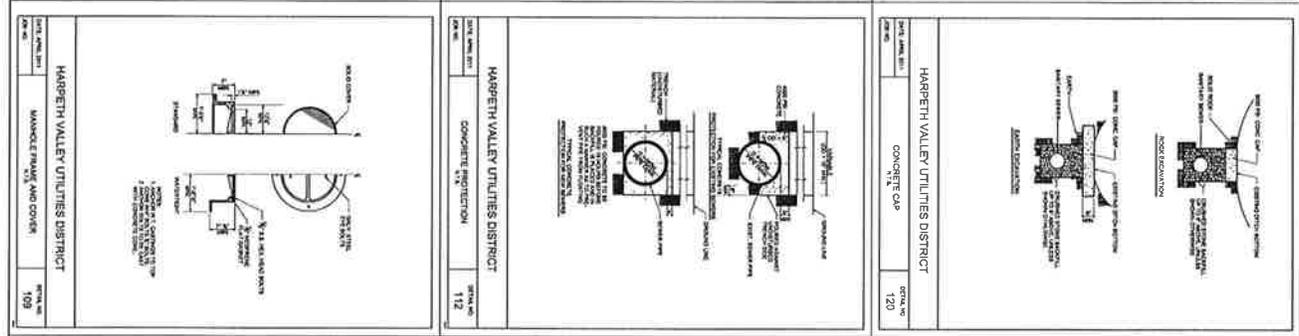
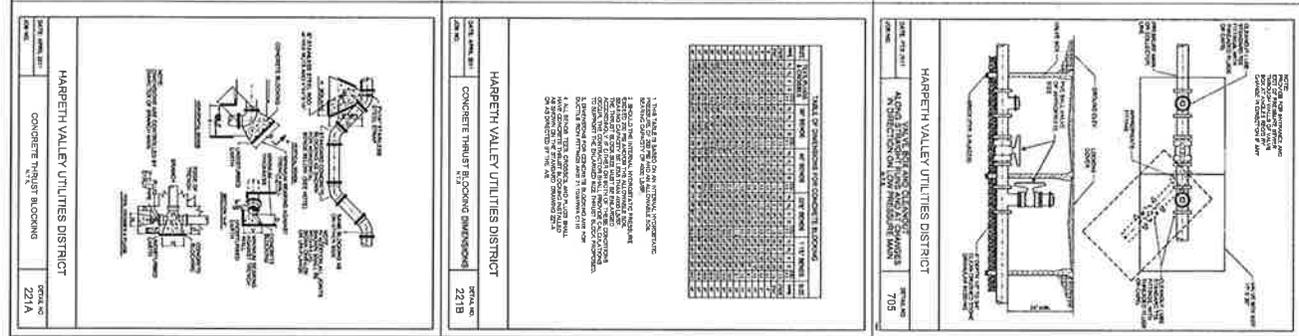
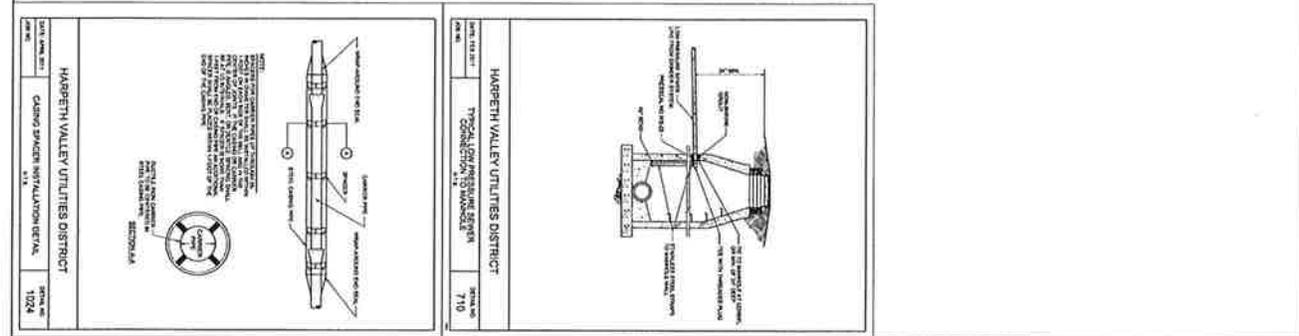
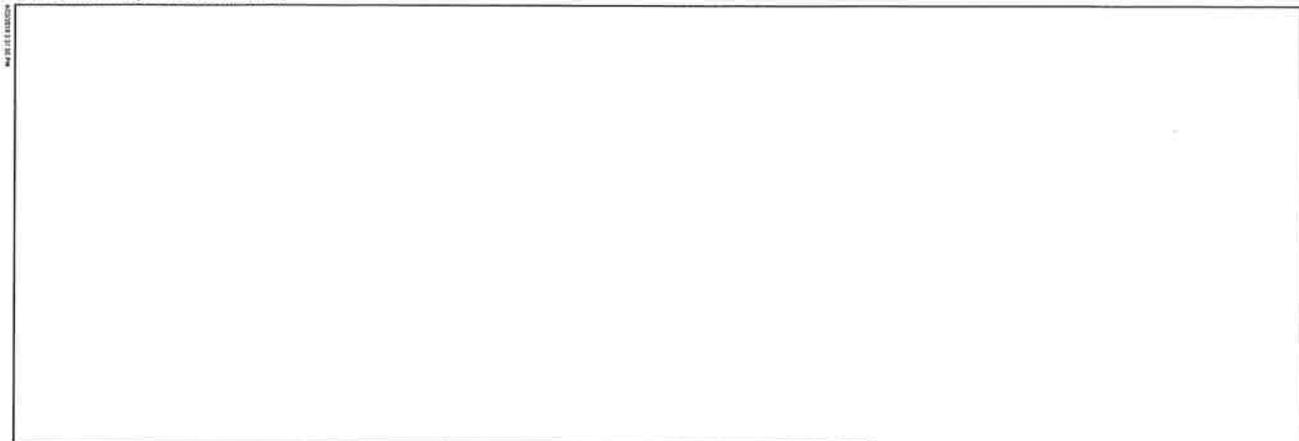


HORSESHOE BEND FORCE MAIN  
 PROJECT NO. SW107-1503  
 HARPETH VALLEY UTILITIES DISTRICT

**COLLIER**  
 ENGINEERING CO., INC.  
 CONSULTING • DESIGN • CONSTRUCTION

5580 FRANKLIN PIKE CIRCLE, BRENTWOOD, TN 37027  
 PHONE: (615) 331-1441 FAX: (615) 331-1050

REVISIONS		
NO.	DATE	DESCRIPTION



**HORSESHOE BEND FORCE MAIN**  
**PROJECT NO. SW107-1503**  
**HARPETH VALLEY UTILITIES DISTRICT**

**COLLIER ENGINEERING CO., INC.**  
 CONSULTING • DESIGN • CONSTRUCTION

5560 FRANKLIN PIKE CIRCLE, BRENTWOOD, TN 37027  
 PHONE: (615) 331-1441 FAX: (615) 331-1050

**REVISIONS**

NO.	DATE	BY	DESCRIPTION

DATE: 04/22/2015  
 SHEET NO.: 110  
 DESIGNED BY: JLD  
 CHECKED BY: GSB  
 DRAWN BY: WJZ  
 PROJECT NO.: SW107-1503  
 SHEET NO.: 110



**AGREEMENT FOR DEDICATION OF PUBLIC UTILITIES EASEMENT**

WHEREAS, the undersigned desires to dedicate an easement for public utilities purposes.

NOW THEREFORE, for and in consideration of the benefits that will accrue, the undersigned hereby grants the easement described herein to the Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee, its successors and assigns, to construct and maintain said utilities in and along that parcel of land located in Davidson County, Tennessee; the aforesaid easement being more particularly described as follows:

PERMANENT EASEMENT

A permanent easement 20-foot in width, as shown in the attached drawing, on the northeast side of the Highway 100 and Old Hickory Boulevard intersection, also being east of and adjacent to an existing permanent Sewer Easement Agreement, of record in Instrument Number 20040128-0010975, Register's Office for Davidson County, (R.O.D.C.), with said Point of Beginning being along the northerly right of way margin of Highway 100 where it intersects with said existing Sewer Easement;

Thence, leaving said right of way margin and with the easterly line of said existing Sewer Easement in a northwesterly direction 362.5 feet, more or less, to a point, said point being in the southerly right of way of CSX Transportation;

Thence, with said CSX Transportation right of way in an easterly direction 20.2 feet, more or less, to a point;

Thence, leaving said right of way in a southerly direction 361.0 feet, more or less, to a point in the northerly right of way margin of Highway 100;

Thence, with said right of way in a westerly direction 20.1 feet, more or less, to the Point of Beginning and containing 7,234 square feet or 0.17 acres, more or less.

Being a portion of the Metropolitan Government of Nashville and Davidson County Property, of record in Deed Book 9198, Page 322, Register's Office for Davidson County, (R.O.D.C.).

The above described permanent easement is shown on the drawing attached hereto and made a part hereof. The parcel of land upon which said easement is to be constructed is to remain the property of the undersigned and may be used by the undersigned for any purpose desired after construction of said easement is completed, provided said use does not destroy, weaken, or damage the above described improvements or interfere with the operation and maintenance of the same. Harpeth Valley Utilities District covenants that upon completion of construction, it will restore the hereinafter described property to its original condition, or as near thereto as is reasonably possible.

The undersigned does hereby covenant with the grantee that the undersigned is the owner of said parcel of land in fee simple and warrants the grant herein made.



IN WITNESS WHEREOF, Kim McDoniel hereto set my hand on this the 12 day of June, 2019.

Metropolitan Government of Nashville and  
Davidson County, Tennessee By (sign):

Kim McDoniel Name (print):

Public Property Dir. Title (print):

Kim McDoniel

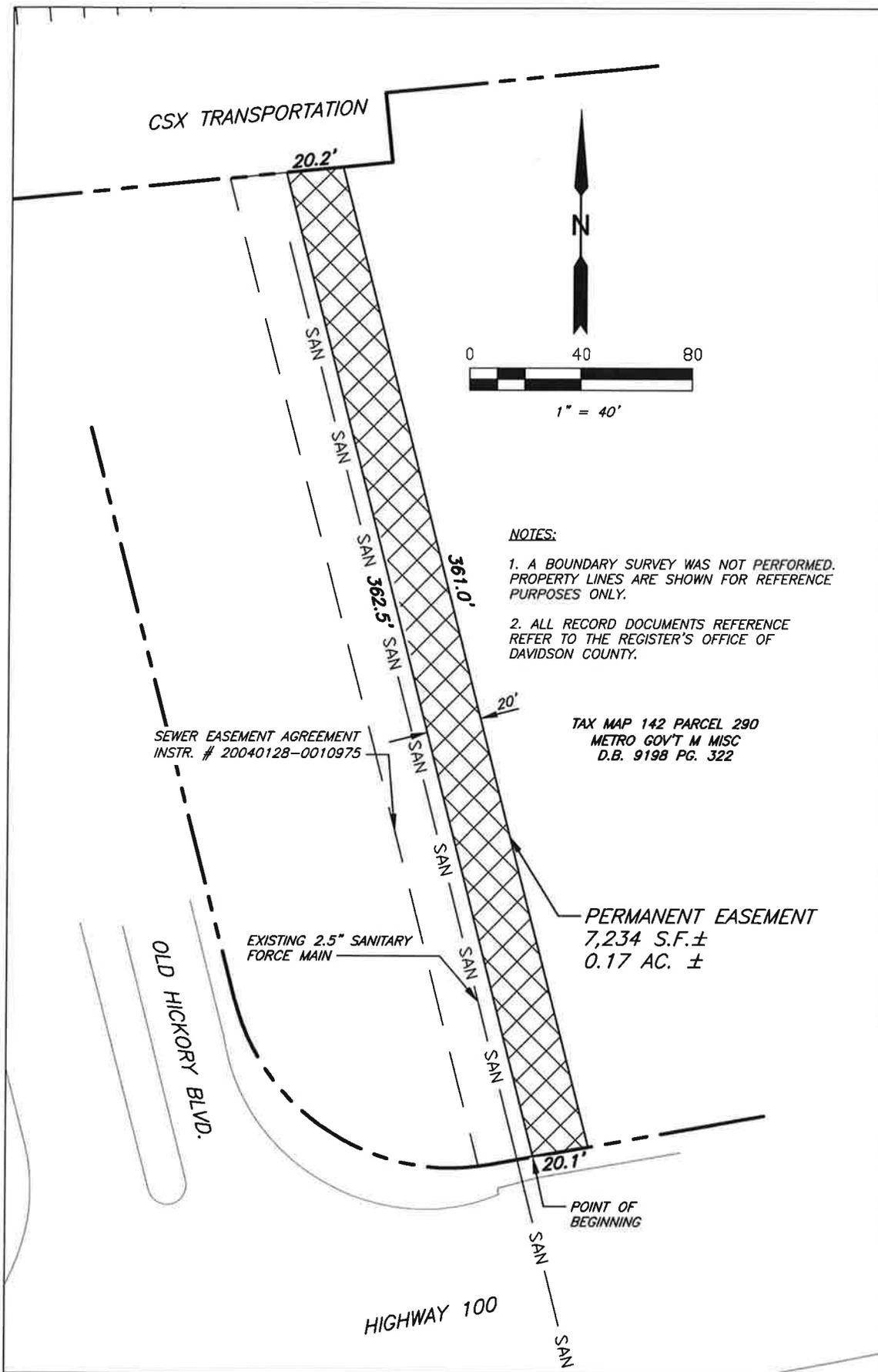
STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Personally appeared before me this 12 day of June, 2019,  
Kim McDoniel to me known to be the person(s) who executed this instrument and acknowledged  
the same to be a free act and deed.

Angelina D. Doss  
NOTARY PUBLIC



My commission expires: My Commission Expires:  
August 4, 2020



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PHONE: (615) 331-1441 FAX: (615) 331-1050

EASEMENT FOR  
HARPEATH VALLEY UTILITIES DISTRICT  
EDWIN WARNER PARK  
METRO DAVIDSON COUNTY, TENNESSEE

DATE:	7/24/2018
DRAWN BY:	DAC
SUPERVISED BY:	ERM
CHECKED BY:	ERM
SHEET NO.:	1 of 1