



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
600 J.K. Polk Bldg.
NASHVILLE, TN 37243-0337

RECEIVED
6/6/2012
RMC

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

Contract transmitted Date: 5/25/2012

MARK HILTY
CITY OF FRANKLIN
405 HILLSBORO RD.
FRANKLIN, TN 37065

Sewer

PROJECT#/S: 94002-2181-44 COUNTY/S: WILLIAMSON
FEDERAL#: IM/HPP-65-2(89) PIN #: 106269.0
DESCRIPTION: I-65, FROM N. OF SR-840 TO N. OF SR-248 (INCLUDES SR-248 - GOOSE CREEK INTERCHANGE)

Please refer to the above captioned project number on all correspondence concerning utility relocation.

Dear Mr. Mark Hilty,

Enclosed are two (2) originals of the contract between the State and your utility prepared to cover the adjustment of facilities belonging to your company on the above referenced project.

The Contracts must have all boxes checked and blank lines completed

The Contracts must be signed by **either**

- 1) **an officer of the company (President, Vice-President, or General Manager**
or
- 2) **an individual that is specifically authorized by the board of directors to execute agreements and bind the company to those agreements. The individual must provide a letter of empowerment, signed by an officer of the company.**

This project is currently scheduled for letting. 12/5/2012

After all copies of the contract have been executed on behalf of the utility, please return TWO (2) ORIGINALS to me for further handling. A signed copy will be sent to you with the authorization to begin work once the contract is executed by TDOT.

Sincerely,

Handwritten signature of Michael Horlacher.

Michael Horlacher
600 J.K. Polk Bldg.
Nashville, TN 37243-0337
Right-of-Way Office
Phone: (615) 741-6802
Fax: (615) 532-1548
Email:

Enclosure

cc: WENDELL MITCHELL
Ronnie Porter, TDOT Programming Office
File



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 Franklin, (Sewer), hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT plans to construct PIN Number 106269.00, I-65, From North of SR-840 To North of SR-248 (includes SR-248 – Goose Creek Interchange), located in Williamson 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, 52 percent of which are located on public highway right-of-way and 48 percent of which are located on private utility right-of-way; and

WHEREAS, TDOT is liable for the relocation of utility facilities located on private utility right-of-way and is authorized, in accordance with TCA 54-5-804, to reimburse the Utility for the relocation of utility facilities located on public highway right-of-way but is not liable for any utility betterment costs; and

WHEREAS, in accordance with TDOT policy, the reimbursement of actual allowable costs for relocating utility facilities on public highway right-of-way for municipally owned utilities, Utility Districts, or Utility Cooperatives, as defined in TDOT's Policy #340-07, shall be capped at a maximum reimbursement of \$1,750,000, and for all other utilities the reimbursement shall be limited to 75% of actual allowable costs up to a maximum reimbursement cap of \$1,750,000.

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 \$249,470.20, including the amount of \$2,0570.20 for the cost of engineering; including the amount of \$0.00 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 \$0.00 for the cost over the maximum TDOT reimbursement amount, and of which 48 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 52 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, the parties want to enter into an agreement 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 as provided in TCA 54-5-804; 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 Betterment Cost and the cost over the maximum TDOT reimbursement amount. Reimbursement shall be based on the agreed percentage of the actual cost of the Betterment 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 Betterment Cost items and the estimated cost over the maximum TDOT reimbursement amount 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 Betterment Cost charges, the difference will be refunded to the Utility. In the event said Betterment 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 any subcontract 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.

- (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. (a) 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.
 - (b) The utility relocation plans and specifications heretofore agreed upon by and between the parties hereto, all of which are incorporated herein by reference are provided by the utility, signed and sealed in accordance with State regulations by a licensed engineer employed by the utility, and the utility is solely responsible for said relocation plans and specifications. The utility shall be responsible for all direct or indirect costs resulting from errors and omissions of said relocation plans and specifications included in the TDOT construction contract. The utility shall be responsible to provide to TDOT any and all necessary plans, electronic files, documentation, or anything else that is deemed necessary by TDOT to include the utility work in the in the TDOT construction contract.
 3. (a) The Utility has acquired or shall acquire all utility rights-of-way outside of the available 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 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 Letters 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.

5. 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.

6. 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 engineering and inspection costs associated with the relocation of the Utility's facilities, as follows:

(a) The Utility shall perform the engineering and inspection 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 645A. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 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 engineering and inspection 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 shall be considered final, and the Utility shall 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.
7. 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.

8. 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.
9. 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 645A (in accordance with paragraph 6(c) 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.
10. The Utility agrees to indemnify and hold harmless TDOT as well as its employees, officers and agents from and against 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 engineering and inspection work relating to this Contract. The Utility further agrees it shall be liable for the reasonable cost of attorneys for TDOT in the event such services are necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Utility to TDOT.

In the event of any such suit or claim, the Utility shall give TDOT immediate notice thereof and shall provide all assistance required by TDOT 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.

11. TDOT shall have no liability except as specifically provided in this Contract.
12. This Contract may be modified only by a written amendment executed by the parties hereto.
13. 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.

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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 agreement.

UTILITY

City of Franklin (Sewer)

STATE OF TENNESSEE
DEPARTMENT OF
TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

BY: _____

John C. Schroer
Commissioner

DATE: _____

APPROVED AS TO FORM:

BY: _____

John H. Reinbold
General Counsel

"Exhibit A"



Utility Relocation Estimate
Summary of Project Cost
(Attach Utility Detailed Worksheets)

Project No: 94002-2181-44 (SEWER)
County: Williamson
Date: March 19, 2012

for consideration of reimbursement on this project**

Contact Name (1): Mark Hilty
E-mail: mark.hilty@franklin.tn.gov Phone: 615-794-4554
Contact Name (2): Paul Holzen
E-mail: paul.holzen@franklin.tn.gov Phone: 615-791-3218
Utility Name: City of Franklin
Address: 405 Hillsboro Road
City, State: Franklin, TN Zip: 37064

TDOT Use ONLY	
RG Approval and Date:	
Consult Appr. Date: <u>1/1</u>	
Amount Approved:	
HQ Approval and Date:	<u>Michael Holt 5/25/12</u>
CH86 PIN: <u>106209.00</u>	PIN PIN# <u>106209.00</u>
LET: <u>12/5/12</u>	Contract # <u>7911</u>
Easement Contract # <u>7912</u>	

Percent On Private: 48% Private ROW - # Main Poles/Length facility: 300
Percent On Public: 52% Public ROW - # Main Poles/Length facility: 328
Total Percentage: 100% Total Number of poles/Length of facility: 628
Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? Y

(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)

UTILITY REQUESTS Chapter 86 Move Prior % Public / Private Utility Relocation
REIMBURSEMENT: Chapter 86 MOVE IN % Public / Private MOVE IN State Contract
(Please check ONE) Other Utility Replacement Easement Reimbursement

A. Labor	
1) Construction Labor (In House) + (Contract) + (Overhead) (From Pg 6.1)	Ref Page: _____ \$ 228,900.00
2) Preconstruction Engineering (In House)+(Consultant)+(Overhead)(From Pg 6.1)	Ref Page: _____ \$ 13,371.81
3) Construction Engineering (In House) + (Consultant) + (Overhead) (From Pg 6.1)	Ref Page: _____ \$ 6,484.39
4) Other Expenses (Transportation, Lodging, Meals, Printing, etc.) (From Pg 6.1)	Ref Page: _____ \$ 714.00
5) Easement Acquisition Expenses (From Pg 6.1)	Ref Page: _____ \$ 19,125.00
6) Inspection (From Pg 6.1)	Ref Page: _____ Private = \$ -
(Includes Betterment)	Total A \$ 249,470.20

B. Materials & Supply	
1) Subtotal Material to Install (From Pg 5.1)	Ref Page: _____ \$ -
2) Note only: Material provided to State Contractor (Pg 5.1)	\$ -
Less: Salvage (Estimated Values only. Final bill will include actual salvage values.)	
1.1 Subtotal Material Recovered/Salvaged (From Pg 3.1)	Ref Page: _____ \$ -
1.2 Subtotal Non-Usable (Junked) (From Pg 3.1)	Ref Page: _____ \$ -
Total Material Recovered/Salvaged/Junked	\$ -
(Includes Betterment)	Net Material Cost Total B \$ -

C. Site Cost	
1) Clearing and Grubbing (From Pg 2.1)	Ref Page: _____ \$ -
2) Traffic Control (From Pg 2.1)	Ref Page: _____ \$ -
3) Erosion Control (From Pg 2.1)	Ref Page: _____ \$ -
(Traffic and Erosion Control are not required if utility chooses MOVE IN Contract)	Total C \$ -

D. Total Cost (Contract Amount)	
(W/out Betterment) Total D = (A+B+C)-E	\$ 249,470.20 (Includes Betterment) Total D=(A+B+C) \$ 249,470.20

E. Betterment	
1) Betterment - Labor Installation & Removal (From Page 3.1 & 5.1)	Ref Page: _____ \$ -
2) Betterment - Materials (From Page 5.1)	Ref Page: _____ \$ -
Total Betterment	Total E \$ -

Total Amount Due:				
Estimate exceeds \$1.75M = N	Chapter 86 Move In	Chapter 86 Move Prior	Non-Chapter 86 Move In	Non-Chapter 86 Move Prior
Estimate capped 75% = N	\$ 20,570.20	\$ -	\$ -	\$ -
Utility Reimbursement	\$ -	\$ -	\$ -	\$ -
Amount Utility Owes (CH86 exceeds \$1.75M)	\$ -	\$ -	\$ -	\$ -
Amount Utility Owes (CH86 exceeds 75%)	\$ -	\$ -	\$ -	\$ -
Utility Deposit (if applicable):	\$ -	\$ -	\$ -	\$ -

* Inspection cost for Private is added after the percentage is applied.
The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.

APPROVED
DATE 3/26/2012
BY [Signature]
REG. UTILITIES OFFICE



Declaration of Scheduled Calendar Days

Project Number: 94002-2181-44

Date: March 19, 2012

Description: I65, FROM N. OR SR 840 TO N. OF SR 248 (INCLUDES GOOSE CREEK INTERCHANGE)

County: WILLIAMSON

Utility: City of Franklin

Address: 405 Hillsboro Road

City Franklin

State: TN

Zip: 37064

Phone Number: _____

Fax Number: _____

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

Required Period services cannot be interrupted: Bypass pumping required to maintain sewage flow

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	See Note 1
Mobilize Work Force (Including Bidding process if Required)	60	See Note 2
Complete Relocation	120	See Notes 3 & 4
Total Days To Complete	210	

Special Conditions:

Note 1 - All mat's will require submittals to city for approval prior to release of material order by the contractor

Note 2 - assumes project is included and bid with state roadway contract

Note 3 - schedule will be dicated by the road contractor and his approach to work

Note 4 - reclaimed water tie-ins to occur at off peak times with 72 hour advance notice to city. Bypass pumping required for live sewage flow control.

Paul P. Rosen 3/20/12
 Signature of submitting Utility Representative Date

APPROVED
 DATE 3/26/2012
 BY [Signature]
 REG. UTILITIES OFFICE

Signature of submitting State Representative Date

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

[Signature]
5/25/12

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



HISTORIC
FRANKLIN
TENNESSEE

ITEM #13

CIC

10-11-12

MEMORANDUM

September 28, 2012

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
David Parker, City Engineer/CIP Executive
Paul Holzen, Director of Engineering

SUBJECT: **Tennessee Department of Transportation (TDOT)
Water, Sanitary Sewer and Reclaimed Water Relocation Contracts
I65 Widening/Goose Creek Interchange**

Purpose

The purpose of this memo is to provide information to the Board of Mayor and Aldermen (BOMA) for the consideration of four proposed TDOT contracts for the relocations of the water, sanitary sewer and reclaimed water lines as required for the I65 Widening/Goose Creek Interchange Project.

Background

The widening of I65 from north of SR-840 to north of SR-248 (includes SR-248/Goose Creek Interchange) is a TDOT project that will tremendously help the traffic flow on I65. In order to do this project, the City will have to relocate some of its water, sanitary sewer and reclaimed water infrastructure. These relocations are reimbursable by TDOT. TDOT has provided the City with their standard contracts for the required relocations to include:

- 1) Water Main Utility Relocation Contract (TDOT Contract No 7914; PIN 106269.00) (COF Contract No 2012-0161)
- 2) Water Main Utility Relocation Easement Contract (TDOT Contract No 7913; PIN 106269.00) (COF Contract No 2012-0162)
- 3) Sanitary Sewer and Reclaimed Water Main Utility Relocation Contract (TDOT Contract No 7911; PIN 106269.00) (COF Contract No 2012-0166).
- 4) Sanitary Sewer and Reclaimed Water Main Utility Relocation Easement Contract (TDOT Contract No 7911; PIN 106269.00) (COF Contract No 2012-0167).

Financial Impact

No Financial Impact. These contracts will allow the City to obtain reimbursement for the the Tennessee Department of Transportation for the relocation and easement acquisition associated with the I-65 and Goose Creek Interchange Project.

Recommendation

Staff recommends approval of the four contracts referenced above.