

**AMENDMENT NO 1 TO
WATERLINE COST REIMBURSEMENT AGREEMENT
COF CONTRACT NO 2011-0107**

THIS AMENDMENT is made and entered into on this the ___ day of _____, 2012, by and between the **City of Franklin, Tennessee** ("City") and **Bristol Development Group, LLC** ("Developer").

WITNESSETH:

WHEREAS, the City and the Developer entered into an Agreement ("Agreement") entitled Waterline Cost Reimbursement Agreement (COF Contract 2011-0107 dated August 23, 2012; and

WHEREAS, the City required the Developer to construct an off-site water main extension to connect the Development Project located east of the Factory at Franklin property and the CSX railroad right-of-way, to existing infrastructure located in the Harpeth Industrial Park at the end of Harpeth Industrial Court, for the purpose of creating a loop connection to increase water pressure, redundancy, quality, and system reliability in the general area; and

WHEREAS, the Developer provided to the City an estimate of the cost for said off-site water main extension improvements in the amount of ONE HUNDRED TWENTY FIVE THOUSAND ONE HUNDRED THREE AND 33/100 DOLLARS (\$125,103.33); and

WHEREAS, the Developer has completed the installation of the off-site water main extension and the actual cost of construction exceeds the estimated amount.

NOW THEREFORE, City and Developer hereby agree to amend the Agreement as follows:

PARAGRAPH 3 shall be amended to read in its entirety:

The estimated total eligible costs of construction, permits, and easement/right-of-way of the above improvements are ONE HUNDRED FIFTY TWO THOUSAND THIRTY ONE AND 43/100 DOLLARS (\$152,031.43) and the estimated total reimbursement to the Developer to be applied to Waterline Access Fees due the City is SEVENTY SIX THOUSAND FIFTEEN AND 71/100 DOLLARS (\$76,015.71) for the Development Project which is one-half of the actual total cost.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

BRISTOL DEVELOPMENT GROUP, LLC

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator/Recorder
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



June 8, 2012

Mr. Vernon Gerth
Assistant City Administrator
City of Franklin
City Hall
109 Third Avenue South
Franklin, TN 37064

Re: Waterline reimbursement reconciliation – Jamison Station Phase 2

Dear Vernon:

In reference to the Waterline Cost Reimbursement Agreement (COF Contract No 2011-0107) and the attached August 11, 2011 memorandum describing this agreement, we are submitting our request for reimbursement of costs in excess of the budgeted amount described in the agreement and memorandum. This is in keeping with the provisions of the agreement to share these costs equally (i.e., 50% each).

Our actual total costs related to this project were as follows:

1) Easements – based on agreed appraised value	\$ 10,185.00
2) Required Permit Fees to CSX (copy enclosed)	\$ 5,125.00
3) Construction Costs (copy enclosed)	
a) Payment to subcontractor	\$109,793.00
b) Cost for patching asphalt in Industrial Court	\$ 7,550.00
c) Cost of replacement of curb & gutter	\$ 750.00
4) Inspection fees to CSX (copies enclosed)	\$ <u>18,628.43</u> ←
Total	<u>\$152,031.43</u>

The estimated total cost was \$125,103.33. Items 1, 2, and 3a above. Items 3b, 3c and 4 had not been anticipated at the time of the agreement. Items 3b and 3c should be self-explanatory. Item 4 was necessary because CSX would not give permission to bore under their tracks for the water line without both a flagman and inspector present.

50% of the total costs is equal to \$76,015.71. We have previously received offsets to water access fees in the amount of \$62,551.67. We believe the difference of \$13,464.04 is due to us as provided in the agreement.

Please let me know if you have any questions about this matter. Thank you for your cooperation in getting this work done.



CONSTRUCTION ENTERPRISES, INC.

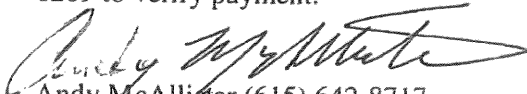
325 SEABOARD LANE SUITE 170
PHONE :615-332-8880

FRANKLIN, TN 37067
FAX: 615-771-0822

Re: Bell Historic Franklin Project
Harpeth Industrial Court
Offsite Utility Installation

To the City of Franklin,

Per the attached Cost sheet for the offsite waterline installation, Construction Enterprises has paid 95% of the \$118,093.00. The remaining 5% is being held in retainage by the owners until the project is completed. Resource Management Company (Lucas Norris) can be reached at (615) 885-8903 and ADC Paving (Phillip Coe) can be reached at (615) 476-6209 to verify payment.



Andy McAllister (615) 642-8717

Construction Manager



CONSTRUCTION ENTERPRISES, INC.

325 SEABOARD LANE SUITE 170
PHONE :615-332-8880

FRANKLIN, TN 37067
FAX: 615-771-0822

3/22/12

Bell Historic Franklin
Franklin, TN

Offsite Cost for the offsite waterline that ties into the City waterline in the industrial court.

Utility cost from the subcontractor Resource Management Company. \$109,793.00

Cost for the patching of the asphalt paving in the Industrial Court ADC Inc. \$ 7550.00

Cost for the replacement of the concrete curb and gutter self performed by CEI. \$ 750.00

Total cost for the offsite waterline installation at the Franklin industrial court. \$118,093.00

SHTK2.3-1
SHT. C3.3 FROM



RESOURCE MANAGEMENT COMPANY

Proposal

Grading and Utility Divisions

Date: July 29, 2011

Proposal: 11-0061-03

Project: Jamison Station (Domestic Water Primary Route "A" to "B")


Location: Franklin, TN


Plans: Barge Cauthen Associates, Sheets C3.3, dated 7-7-11, highlighted by Jonathan Rourk of CEI, received by email 7-29-11.

Addendums: No addendum acknowledged

Resource Management Company (RMC) offers to furnish material and/or all labor, materials, and equipment required for the performance of the herein described work on the RMC Bid Report. Unless otherwise specified herein, the price to be paid RMC in consideration there of shall be as listed, payable within 15 days of receipt invoice for completion or partial completion of any work described below and on the RMC Bid Report.

Our Lump Sum Price for the Base Bid is \$109,793.33 as per the attached RMC "Bid Report"

 CLARIFICATIONS:
1. RMC will provide layout for its scope of work only. Owner is to provide an on-site benchmark and all property corners with elevations.
2. <u>Pricing shown</u> for Domestic Water – Primary Route "A" to "B" only includes the installation of the 8" water main. All other material items (i.e. with the exception of items either clarified in the "Clarifications" or excluded in the "Exclusions" sections of this proposal) are included in the pricing shown for Domestic Water – All Other (i.e. on separate proposal). For a further description of the items included please review the attached "Bid Report". This pricing is simply a breakout of this portion of work from the previous proposal provided for the entire project. This pricing is only valid if the entire project is awarded to RMC.
3. Water trenches are priced to have gravel bedding and backfill to 1' over the pipe.

 EXCLUSIONS:
1. Payment, performance, and/or material bonds are not included in this price. Price for the inclusion of bonds may be provided upon request.
2. Flowable fill
3. All permits and/or inspection fees of any kind required by CSX for bore. If work is stopped for more than two days once bore machine has been placed in pit there will be a \$500.00 per day charge up to 10 days. After 10 days the machine may be moved offsite and remobilization charges will apply.
4. All proposed fencing. (ie. 6' tall wooden, ornamental and/or chain link)
5. Entrance Signs, Traffic Signage, Handicap Signage, Entry Gates, and/or Emergency Crash gates.
6. All site amenities (ie. Picnic Tables, Grills and/or Benches).
7. Existing utility adjustment, disconnection and/or relocations is not included in this price. Coordination for any adjustment, disconnection and/or relocations is to be performed by others.
8. Trench drains
9. Traffic Control of any type. Pricing for traffic control can be provide once an approved traffic control plan has been approved.
10. TV Inspections of sewer lines.
11. Any bonds, permits, usage, capacity fees, tap fees, inspection fees, and/or deposits.
12. As-built surveys.
13. Soil analysis and/or compaction testing.
14. Undercutting and replacement of any unsuitable, undesirable, and/or contaminated soils. Soil Additives.
15. Blasting, hoe ramming, and/or rock excavation for other trades. Pricing for rock excavation can be provided upon request.
16. Any asphalt milling, patching, concrete patching, and/or pavement repair.
17. Sod, landscaping, temporary vegetation, and/or seed & straw.
18. Sinkhole, cavern, and/or crevice remediation.
19. Asbestos, toxic, and/or radioactive remediation.
20. Dewatering and/or shoring.
21. Haul off and/or handling of spoils generated by other trades.
22. Roof drain connections and downspout boots.
23. Flushing and/or cleaning of any utility lines.
24. Installation, over excavation and/or backfill of walls and footers.



RESOURCE MANAGEMENT COMPANY

25. Excavation for tree wells.
26. Electric work of any kind.
27. Well closures.
28. Thermoplastic line marking.
29. Sidewalks and/or handicap ramps.



TERMS AND CONDITIONS:

1. Items may not be separated without prior approval.
2. Unit prices for additional work are based on RMC using its own equipment. If equipment has to be rented then the unit prices will have to be adjusted accordingly.
3. Retainage will be at 5% per state law.
4. Owner is to provide any permits that may be required by city, county, state, and/or federal agencies.
5. Owner is to provide CAD file & 6 sets of plans.
6. This proposal is based upon working Monday-Friday (7:00am-5:00pm).
7. Due to current oil shortage and price increases, price may change without notice. Off road diesel priced at \$3.50/Gal, on road diesel priced at \$3.75/Gal, Pipe and materials are based on this day's price. TDOT formulas will be used to calculate reimbursements if prices change more than 5% during the duration of our scope of work.
8. If not accepted this proposal may be withdrawn after 30 days.
9. Billings will be submitted by the 25th of the month and payment thereof will be received by the 15th of the following month.
10. If nonpayment occurs, RMC will be reimbursed for legal fees and paid 10% interest on monies owed accrued from the billing due date until monies are received.
11. This proposal is to become part of the contract.

P.O. Box 859
Hermitage, TN 37076
(P) 615.885.8903
(F) 615.885.8905 *Accounting*
(F) 615.885.8906 *Estimating*
www.resourcemanagementcompany.com

Tennessee License # 36291 (Unlimited)
Classifications: MU-A (2,3), C,D(5), HRA-A,E,BC-13,28,31

Alabama License #6-45226



Respectfully Submitted by Resource Management Company

To request bids on future projects please email us at estimating@resourcemanagementcompany.com

w/ attached RMC Bid Report



RESOURCE MANAGEMENT COMPANY

Date: 07/29/2011
Time: 09:00:25

BID REPORT (C)

Project: *Jamison Station Waterline A to B (Revised 7-28-11)* Project No.: *11-0061-03(1)*
Location: *Franklin, TN* Bid Date: *07/28/2011*

Item	Description	Quantity	Unit	Unit Price	Extension
01	Domestic Waterline A to B	1.000	LS	109,793.33	109,793.33
	4400.100 TIE-IN TO EXISTING MAINS	1.000	EACH	1,094.44	1,094.44
	4400.102 OPEN CUT (SAWCUT / PLATE)	1,000.000	S.F.	8.33	8,334.10
	4400.104 <u>BORE W/ PITS</u> ?	203.000	L.F.	355.06	72,076.79
	4400.105 ROCK EXCAVATION (HOE RAMMING)	15.000	HOUR	245.47	3,682.04
	4400.302 8" DIP CL 52 (IN-ROAD)	280.000	L.F.	35.91	10,055.95
	4400.303 8" DIP CL 52 (OUT-ROAD)	250.000	L.F.	35.91	8,978.55
	4400.603 8" GATE VALVE W/ BOX	2.000	EACH	1,318.77	2,637.53
	4400.801 DOMESTIC FITTINGS	20.000	EACH	94.01	1,880.16
	4700.200 TESTING OF WATER MAIN	530.000	L.F.	0.94	499.68
	4800.102 WATER CASTING AND FH ADJUSTMENTS	3.000	EACH	184.70	554.09
TOTAL BID					109,793.33



September 28, 2012

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator
David Parker, P.E., City Engineer
Paul Holzen, P.E., Director of Engineering

SUBJECT: **Consideration of Amendment No. 1 (COF 2011-0107) with Bristol Development Group, LLC to the Waterline Cost Reimbursement Agreement.**

Purpose

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider the proposed Amendment No 1 to the Waterline Cost Reimbursement Agreement for the Jamison Station PUD Subdivision Sections 2 & 3.

Background

On August 23, 2011 the BOMA approved the Waterline Cost Reimbursement Agreement for Jamison Station PUD Subdivision Section 2 & 3. These waterline improvements include installation of an off-site 8" water main extension from the development project to existing infrastructure located in the Harpeth Industrial Park at the end of Harpeth Industrial Court, for the purpose of creating a loop connection to increase water pressure, redundancy, quality, and system reliability for the benefit of the general area. Improvements that become part of the Franklin Water System and are available for use and benefit the customers of the Franklin Water System are eligible for reimbursement of a portion of the costs of construction of said improvements. The above described improvements are, therefore, eligible for cost recovery as established by Title 18 Chapter 1 Sec. 18-108 of the Franklin Municipal Code. Our current agreement allows for a 50/50 cost split for the necessary improvements between the City and the Developer in an amount not to exceed \$62,551.67.

At this time the developer is requesting to increase the amount eligible for reimbursement based on the actual expenses. This would increase the amount eligible to \$76,015.71. Supporting documentation of actual expenses can be found in the attached documents.

Financial Impact

An additional \$13,464.04 offset shall be applied to the total Waterline Access Fees due or that become due in the Development Project known as Jamison Station PUD Subdivision – Sections 2 & 3 as shown in the original agreement.

Recommendation

The majority of staff recommends approval of Amendment No. 1 (COF 2011-0107) with Bristol Development Group, LLC to the Waterline Cost Reimbursement Agreement.