

STP/HPP-397(10) / 94092-2226-14

SUPPLEMENT TO UTILITY RELOCATION CONTRACT

THIS SUPPLEMENT **#2** to Contract No. **7697**, **Supplement 1** made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of Franklin Water Management (Sewer)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT and the Utility entered into Contract No. **7697**, dated the **1st day of September, 2016**, in which the parties agreed to certain matters concerning the relocation of utilities on PIN No. **101454.01, SR-397 (Mack Hatcher Parkway) From SR-96 West of Franklin to SR-109(US-431) North of Franklin**, located in **Williamson** County, Tennessee.; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original contract;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To change the paragraph,

WHEREAS, TDOT plans to construct PIN Number **101454.01, SR-397 (Mack Hatcher Parkway) From SR-96 West of Franklin to SR-109(US-431) North of Franklin**, 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, **100** percent of which are located on public highway right-of-way and **0** percent of which are located on private utility right-of-way; and

To the following,

WHEREAS, TDOT plans to construct PIN Number **101454.01, Mack Hatcher Parkway West, From south of SR-96 West of Franklin to East of SR-106 (U.S.-431) North of Franklin**, 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, **95** percent of which are located on public highway right-of-way and **5** percent of which are located on private utility right-of-way; and

To change the paragraph,

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 **\$1,153,408.17**, including the amount of **\$22,628.17** 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 deposit for the utility work in the State contract, and of which **36** 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 **64** 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

To the following

WHEREAS, the Utility has furnished TDOT with an estimate and plans showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$1,165,820.94**, including the amount of **\$65,610.94** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **03/10/2010**; including the amount of **\$0.00** for the cost of inspection provided by the Utility; and 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 deposit for the utility work in the State contract, and of which **5** 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 **95** 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

It is understood that the above are the only changes made in said contract.

IN WITNESS WHEREOF, the parties have EXECUTED this agreement

UTILITY

**City of Franklin Water Management
(Sewer)**

BY: _____

TITLE: _____

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
John C. Schroer
Commissioner

DATE: _____

APPROVED AS TO FORM:

BY: _____
John H. Reinbold
General Counsel