

**AMENDMENT NO. 1 TO  
CONTRACT FOR HOME REHABILITATION ASSISTANCE FOR LOW MODERATE-INCOME  
RESIDENTS OF THE CITY OF FRANKLIN  
COF Contract No. 2016-0077**

**THIS AMENDMENT** is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **City of Franklin, Tennessee** ("City") and **COMMUNITY HOUSING PARTNERSHIP OF WILLIAMSON COUNTY** ("Organization").

**WHEREAS**, City and Organization entered into an Agreement ("Agreement") for Public Facilities and Public Improvement Projects ("Project"), dated the 18<sup>th</sup> day of November 2016; and

**WHEREAS**, said Agreement stipulated that the Organization would be paid a not to exceed fee of **EIGHTY-SIX THOUSAND SIX HUNDRED EIGHTY- SEVEN AND No/100 DOLLARS (\$86,687.00)**, as authorized by the Community Development Block Grant Program; and,

**WHEREAS**, additional funding has become available and Organization and City desire to amend the Agreement to provide for Organization to receive such funding in the amount of **FOURTEEN THOUSAND SEVEN HUNDRED FIVE AND 56/100 DOLLARS (\$14,705.56)**; and

**WHEREAS**, Organization and City also desire to modify the dates during which the funding must be spent.

**NOW, THEREFORE**, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Organization's Responsibilities and Duties. Organization agrees to perform the work as proposed in **Exhibit A** which includes the Scope of Services and Costs for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Organization for the cost of the work as described in Exhibit A in an amount not to exceed **FOURTEEN THOUSAND SEVEN HUNDRED FIVE AND 56/100 DOLLARS (\$14,705.56)**.
4. Section 4 – Time of Performance, Paragraph A, shall be amended by replacing the text in its entirety so that it shall read, "Services shall be no later than one hundred twenty (120) days following execution of this Amendment and be deemed complete upon verification that repairs to property is in accordance with standards as outlined in this Amendment.
5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.
6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this

Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

9. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated November 18, 2016, are unchanged and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment.

**The CITY OF FRANKLIN, TENNESSEE**

By: \_\_\_\_\_  
**Dr. Ken Moore**  
Mayor  
Date: \_\_\_\_\_

**COMMUNITY HOUSING PARTNERSHIP  
WILLIAMSON COUNTY**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Eric S. Stuckey**  
City Administrator  
Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Tiffani M. Pope, Staff Attorney

Four Stars By Design

## SPECS BY LOCATION/TRADE

9/6/2017

Pre-Bid Site Visit: \_\_\_\_\_ Case Number: \_\_\_\_\_  
 Bidding Open Date: \_\_\_\_\_ Project Manager: \_\_\_\_\_  
 Bidding Close Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Initial: \_\_\_\_\_

Address: 304 Hardison Avenue

Unit: Unit 01

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 1 General Requirements

## 10 OWNER ACCEPTS SCOPE OF WORK

1.00 DU

The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date Inspected" date of \_\_\_\_\_ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU.

x \_\_\_\_\_ x \_\_\_\_\_  
 Applicant Date Applicant Date

## 14 CONTRACTOR ACCEPTS SCOPE OF WORK

1.00 DU

The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of \_\_\_\_\_ & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

x Tony Ferguson \_\_\_\_\_  
 Contractor Date

## 31 CONSTRUCTION DEFINITIONS

1.00 GR

"Install" means to purchase, set up, test and warrant a new component. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant. "Repair" means to return a building component to like new condition through replacement, adjustment and recoating of parts. "Reinstall" means to remove, clean, store and install a component.

## 35 VERIFY QUANTITIES/MEASUREMENTS

1.00 GR

All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.

## 38 PLUMBING PERMIT REQUIRED

1.00 EA

Prior to the start of work, the contractor shall: create a riser diagram, septic layout and all other documentation needed to apply for, pay for and receive a plumbing permit on behalf of the owner.

Location Total: \_\_\_\_\_

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 10 Carpentry

## 2680 WRAP TRIM-ALUMINUM

16.00 LF

10.00

160.00

Enclose trim with .027 white aluminum breaker stock. Back caulk all seams with siliconized acrylic to create an air tight installation.

## 3210 STORM DOOR--ALUMINUM

1.00 EA

325.00

Install an aluminum combination storm and screen door with white baked enamel aluminum finish and top chain.

## 3975 WHEELCHAIR RAMP

1.00 DU

2300.00

Design and construct a preservative treated wood wheelchair ramp complete with 2"x4" safety handrails and non-slip 3/4"

Address: 304 Hardison Avenue		Unit: Unit 01			
Location:	2 - Exterior	Approx. Wall SF:	0	Ceiling/Floor SF:	0
Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade:	10 Carpentry				
plywood surface treatment supported by 4"x4" post set 36" in ground, in conformance with ANSI recommendations. Slope shall not exceed 1'0" rise to 12'0" run. Minimum inside width, 36" Submit preliminary drawing to owner for approval.					
Trade:	15 Roofing				
4580	TEAR OFF AND REROOF SHINGLES	15.00	SQ	<u>287.<sup>00</sup></u>	<u>\$4,605.<sup>00</sup></u>
Remove and dispose of all roofing & defective sheathing. Cut a 1" wide vent at ridge board. Replace up to 5 sf of sheathing per 100 sf of roof using pine board or CDX plywood of matching thickness. Staple 15 lb felt. Install preformed white aluminum, drip edge, and vent pipe boots. Install a 220 lb fiberglass asphalt, 3 tab shingle with a 25 yr warranty. Replace all flashing. Install shingle-over ridge vent.					
4635	GUTTER--6" SEAMLESS ALUMINUM	1.00	DU	<u>—</u>	<u>\$720.<sup>00</sup></u>
Dispose of gutter. Install 6", K- type, seamless, .027 gauge aluminum gutter to service roof. White or brown color choice by owner. Install appropriate size downspouts. Replace all missing or deteriorated fascia on whole house					
Trade:	300 Concrete (CSI)				
Custom	PORCH-REPAIR	1.00	DU	<u>—</u>	<u>325.<sup>00</sup></u>
Reattach bricks that are pulling away from front porch to insure stability for roof supports.					
Location Total:					<u>\$8,430.<sup>00</sup></u>
Location:	3 - Bathroom	Approx. Wall SF:	0	Ceiling/Floor SF:	0
Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade:	10 Carpentry				
Custom	Bathroom	1.00	DU	<u>300.<sup>00</sup></u>	<u>300.<sup>00</sup></u>
Remove damaged portion of ceiling. Install new drywall, prime and paint entire ceiling. Scrape and skim coat walls, prime and paint					
Trade:	18 Ceramic Tile				
5410	CERAMIC TILE--REPAIR	2.00	SF	<u>—</u>	<u>\$750.<sup>00</sup></u>
Install new backer board at controls. Cut and thin set ceramic tile of matching color and size. Reset loose tiles. RegROUT entire surface and apply mildew resistant white silicone caulk to all seams, fixture lips and pipe penetrations. Customer has soap dish					
Trade:	22 Plumbing				
6830	SINK--SINGLE BOWL COMPLETE	1.00	EA	<u>—</u>	<u>125.<sup>00</sup></u>
Remove existing sink. Replace with new single bowl and new faucet.					
6950	BATHTUB--REGLAZE	1.00	EA	<u>—</u>	<u>200.<sup>00</sup></u>
Clean and Etch tub surface and apply a polyester or epoxy surface glaze.					
7010	ADA COMMODE--REPLACE--1.6 GPF	1.00	EA	<u>—</u>	<u>200.<sup>00</sup></u>
Install a 2 piece, close coupled, white, vitreous china, commode with a maximum water usage per flush of 1.6 Gallons Include plastic or pressed wood white seat, supply pipe, shut-off valve, flap valve and wax seal. Use 14" rough-in when replacing wall hung commode, and 12" rough-in to replace close coupled commode. Must comply with ADA high.					
Location Total:					<u>1575.<sup>00</sup></u>
Location:	4 - Crawl Space	Approx. Wall SF:	0	Ceiling/Floor SF:	0
Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade:	22 Plumbing				

**Address: 304 Hardison Avenue****Unit: Unit 01****Location: 4 - Crawl Space**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

**Spec # Spec****Quantity Units Unit Price Total Price****Trade: 22 Plumbing****7190 WATER SUPPLY--1 BATH HOUSE**1.00 EA 1500.00

Remove all water supply from perimeter to fixtures, to code legal dump. Install type Pex individual supply lines to service one 3-piece bath, kitchen &amp; laundry area. Installation shall be complete, code compliant, fully usable, and include shut-off valves, chromed fixture supply lines &amp; air gaps.

**7210 DRAIN/WASTE/VENT--1 BATH HSE**1.00 DU 1500.00

Remove all drain, waste and wet vent lines to code legal dump. Install schedule 40 PVC lines to service one 3-piece bath, kitchen and laundry area from the foundation perimeter to roof vent terminus.

**Location Total: \$3,000.00****Location: 5 - Kitchen**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

**Spec # Spec****Quantity Units Unit Price Total Price****Trade: 19 Paint & Wallpaper****5485 PREP & PAINT SURFACE--FLAT**100.00 SF 950.00

Remove or cover hardware and accessories not to be painted. Scrape loose, peeling, cracked and blistered areas. Clean oil, grease, fungus, dirt and dust from surfaces. Fill holes and cracks. Prime all new materials and spot prime existing with acrylic latex. Top coat with owner's choice of premixed acrylic latex. Replace or uncover hardware, fixtures and accessories.

**Trade: 23 Electric****7840 RANGE HOOD--RECIRCULATING**1.00 EA 200.00

Install a 42", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter. Owner's choice of color.

**8105 WIRING SYSTEM REPAIR**1.00 DU 150.00

Inspect, test and repair existing wiring for light closest to stove.

**Location Total: \$1,300.00****Location: 6 - Bedroom**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

**Spec # Spec****Quantity Units Unit Price Total Price****Trade: 17 Drywall & Plaster****5203 DRYWALL--PATCH--SMALL**1.00 EA 300.00

Clean out and expand hole to allow the insertion of a 1/2" gypsum backer board coated with construction adhesive. Screw through drywall face to secure. After adhesive is set, apply patching plaster to 1/4" of surface. Finish with compound, wet sand ready for paint. Paint entire ceiling.

**Location Total: \$300.00****Location: 7 - laundry**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

**Spec # Spec****Quantity Units Unit Price Total Price****Trade: 17 Drywall & Plaster****5208 DRYWALL--PATCH--SMALL**1.00 DU 300.00

Clean out and expand hole to allow the insertion of a 1/2" gypsum backer board coated with construction adhesive. Screw through drywall face to secure. After adhesive is set, apply patching plaster to 1/4" of surface. Finish with compound, wet sand ready for paint. Paint entire ceiling.

**Location Total: \$300.00**

Address: 304 Hardison Avenue

Unit: Unit 01

Unit Total for 304 Hardison Avenue, Unit Unit 01:

Address Grand Total for 304 Hardison Avenue: \$14,905.<sup>00</sup>/<sub>100</sub>

Bidder: Tony Ferguson



## Invoice for Services

Att: CDBG  
103 3<sup>rd</sup> Avenue South  
Franklin, Tennessee

February-22-2018

The following will serve as invoice for Mr. and Mrs. Hamilton, 304 Hardison Avenue, Franklin Tennessee.

The work performed consisted of the following:

#2680 Wrap missing trim w/aluminum	\$160.00
#3210 R&R front entry storm door	\$325.00
#3975 Build wheelchair ramp to front entry	\$2,300.00
#4580 Remove and replace shingled roof system	\$4,600.00
#4635 Install new gutters including replacing rotted fascia	\$720.00
# Front porch repair/recover	\$325.00
# Repair bath ceiling and paint	\$300.00
#5410 Ceramic tile repair – removed all and installed new shower liner and bead board	\$750.00
#6830 R&R existing sink bowl	\$125.00
#7010 R&R toilet w ADA compliant	\$200.00
#7190 R&R all water supply plumbing	\$1,500.00
#7210 R&R all drain lines and replace w PVC pipe	\$1,500.00
#5485 Prep and paint damaged kitchen	\$950.00
#7840 R&R special order stove vent/light range hood	\$200.00
#8105 Inspect and correct and electrical issue w plugs/switches/lights	\$150.00
#5208 Patch / repair damaged drywall in front bedroom/TV room & paint	\$300.00
#5207 Repair laundry room ceiling	\$300.00

**Total cost for all listed items** **\$14,705.00**

**Balance is due upon receipt of invoice**

Terry Ferguson  
Owner/Operator

Contract number, (2016-0077) Four Stars by Design/Terry Ferguson “Is in compliance with Federal Code 2 CFR 200.318, 2 CFR 200.326 and 2 CFR 200.318 (c) (1)”.

**CITY OF FRANKLIN**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**CERTIFICATION OF COMPLETION AND FINAL INSPECTION**

Homeowner's Name: <u>Harold Hamilton</u>
Property Address: <u>304 Hardison Ave. Franklin, TN 37064</u>
Date of Final Inspection: <u>2/22/18</u>
Total Amount of Contract: <u>\$ 14705.00</u>

**CONTRACTOR CERTIFICATION:**

The emergency repair work on the above property has been satisfactorily completed in accordance with the specifications and contract. I have obtained or prepared all required Warranties or Releases of Liens. I further certify that there are no unpaid claims for materials, supplies or equipment, and no claims of laborers or mechanics for unpaid wages in connection with the performance of this contract.

Terry Ferguson  
Signature of Contractor

Date: 2/22/18

**HOMEOWNER CERTIFICATION:**

The emergency repair work on my property has been satisfactorily completed in accordance with my contract with 4 Stars By Design (Terry Ferguson) (Contractor).

Harold Hamilton  
Signature of Homeowner/Applicant

Date: 2/22/18

**CERTIFICATION OF FINAL INSPECTION:**

Final inspection has been made of this property. The emergency repair work has been completed in accordance with the specifications and contract.

Payment is authorized in the amount of \$ 14705.00.

Kath Redmann  
Signature of Inspector

Date: 2/22/18