

**SANITARY SEWER REIMBURSEMENT AGREEMENT COF
CONTRACT NO. 2018-0029**

This Agreement is entered into between THE CITY OF FRANKLIN, TENNESSEE, ("City") and **Trace Construction Inc.**, ("Developer"), on this the 10th day of April 2018, pursuant to Title 18, Chapter 2 of the Franklin Municipal Code ("FMC").

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Wards Mill PUD Subdivision Development Plan (COF Project # 6596) and

WHEREAS, the Developer's development plan as shown in Attachment A, requires the City to increase the size, and therefore capacity, of the existing sanitary sewer infrastructure to provide the minimum capacity required; and

WHEREAS, the City has required the Developer to complete the off-site sanitary sewer improvements, prior to the issuance of building permits, to ensure that the off-site sanitary sewer collection system has the minimum required capacity; and

NOW THEREFORE, the City and the Developer, their successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Developer and the City have jointly prepared a reliable estimate, as shown in Attachment A, related to the costs of the off-site sanitary sewer improvements and/or works.
3. The total estimated cost of engineering/design, permitting, right-of-way and construction of the above off-site sanitary sewer improvements is **Three Hundred Forty-Nine Thousand One Hundred Eleven and 70/100 Dollars (\$349,111.70)** for the offsite sanitary sewer improvements as shown in Attachment A. The following costs are specifically excluded: fiscal costs, including interest of money borrowed to finance the construction, bond costs and internal management fees.
4. The proportionate share of the costs associated with the off-site sanitary sewer improvements for the City of Franklin shall not exceed \$250,000.00. The Developer shall be responsible for the remainder of all costs associated with the project. Should the project be completed for less than the estimated cost of \$349,111.70, the cost savings shall be applied to the City of Franklin and the Developer in proportion to their relative contributions to the overall project cost.

The City agrees to reimburse the Developer for the City's proportionate share of the final cost associated with the off-site sanitary sewer improvements. The Developer may submit periodic invoices to the City during the course of construction (not more frequently than every ninety (90) days), which invoices shall be payable within thirty (30) days after approval by the City Engineer. Invoices shall include copies of contracts and invoices associated with the off-site sanitary sewer improvements and copies of checks to show proof of payment.

5. Within 60 days of completion and acceptance of the off-site sanitary sewer improvements, the Developer and the City shall settle on a final billing. The Developer will provide reasonable documentation for all such cost and provide notarized releases of liens.
6. The City and Developer agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.

By: _____
DR. KEN MOORE
Mayor

ATTEST:

Date: _____

Before me, the undersigned Notary Public of said County and State, personally appeared **DR. KEN MOORE and ERIC S. STUCKEY**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Notary Public
My Commission Expires: _____

Shauna R. Billingsley, City Attorney

ATTACHMENT A

Cost Estimate

Exhibit

Sewer Study

ITEMIZED PROJECT COST

LOCATION:

Nolen Ln

1/25/2018

PROJECT # TBD

15 Inch sewer line est.

LABOR

PAYROLL ID	CLASSIFICATION	HOURS	RATE	OVERHEAD RATE	TOTAL
	E	345	\$ 23.14	\$ 15.00	\$ 13,158.30
	E	345	\$ 20.74	\$ 15.00	\$ 12,330.30
	D	345	\$ 22.81	\$ 15.00	\$ 13,044.45
	D	345	\$ 17.25	\$ 15.00	\$ 11,126.25
	C	345	\$ 15.80	\$ 15.00	\$ 10,626.00
	C	345	\$ 15.80	\$ 15.00	\$ 10,626.00
SUB-TOTAL					\$ 70,911.30

EQUIPMENT

TYPE	HOURS	RATE	TOTAL
Kubota Exc.	345	\$ 39.00	\$ 13,455.00
Volvo Loader	345	\$ 33.00	\$ 11,385.00
Dump Truck	345	\$ 65.00	\$ 22,425.00
Dump Truck	345	\$ 65.00	\$ 22,425.00
1.5 Ton Service Truck	345	\$ 25.00	\$ 8,625.00
.75 Ton Service Truck	345	\$ 17.00	\$ 5,865.00
Bypass Pumping by Xylem	Estimated lump sum for bypass pumping		\$ 100,000.00
SUB-TOTAL			\$ 184,180.00

MATERIALS

MATERIALS	QUANTITY	UNIT PRICE	TOTAL
15 Inch Sch 35 PVC	700	\$ 13.91	\$ 9,737.00
15 X 6 PVC Tee	11	\$ 250.00	\$ 2,750.00
6 Inch Sch 35 PVC	220	\$ 2.32	\$ 510.40
MH Core And Boot	2	\$ 600.00	\$ 1,200.00
4 Foot Manhole	2	\$ 2,500.00	\$ 5,000.00
MH Casting And Lid	2	\$ 224.00	\$ 448.00
No 67 Stone	1500	\$ 16.25	\$ 24,375.00
Mill and overlay	Estimated lump sum for paving	\$ 50,000.00	\$ 50,000.00
SUB-TOTAL			\$ 94,020.40
TOTAL			\$ 349,111.70

Wards Mill Sanitary Sewer Improvements

Approximately 647 feet of 8-inch sanitary sewer main to be upsized to 15-inch sanitary sewer main

PS

Pump Station

Manhole

Force main

Gravity main

N

1 in = 100 ft