

BOARD OF PUBLIC WORKS AND SAFETY (Form B-01-2012)
Agenda Request Form

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	2/9/2016	Meeting Date:	3/7/2016
Contact Information:			
Requested by:	Travis Underhill, City Engineer		
On Behalf of Organization or Individual:	Department of Planning and Engineering		
Telephone:	(317) 736-3631		
Email address:	tunderhill@franklin.in.gov		
Mailing Address:	70 E. Monroe Street Franklin, IN 46131		
Describe Request:			
Request approval of a Main Extension Agreement with the Indiana American Water Company for the extension of a water main along Paris Drive.			
List Supporting Documentation Provided:			
Main Extension Agreement with Cover Letter			
Construction Plans			
Who will present the request?			
Name:	Travis Underhill	Telephone:	(317) 736-3631

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.



February 4, 2016

Travis Underhill
City of Franklin
70 E. Monroe St.
Franklin, IN 46143

RE: Water Main Extension
Paris Drive Roundabout
D10-5501-P-0297

Dear Mr. Underhill,

Two copies of our standard Main Extension Agreement, prepared in connection with the above referenced project are enclosed. If the agreement meets with your satisfaction, please sign and return one copy, along with a copy of your W-9, to this office for final processing.

Along with a fully executed copy of the agreement, you will be advised in writing when it is permissible to schedule a pre-construction meeting. A start date for your installation will be determined at the pre-construction meeting.

At the time of transfer of ownership and prior to the main being placed in service, you will be required to pay the utility fee at 8.42% of the final cost. This fee covers our engineering, administrative, legal, transportation, direct labor and overhead cost.

Sincerely,

Tracy S. White
Engineering Specialist
Indiana American Water
555 E. County Line Rd. #201
Greenwood, IN 46143
317-885-2426
Tracy.S.White@amwater.com

enclosures

cc: INAW – Johnson County District, w/enclosures

INDIANA-AMERICAN WATER COMPANY, INC.

AGREEMENT FOR WATER MAIN RELOCATION OR REPLACEMENT
DEVELOPER INSTALLED
NO REVENUE REFUND

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between Indiana-American Water Company, Inc., an Indiana corporation (hereinafter referred to as the "Utility"), and City of Franklin, 70 East Monroe Street, Franklin, IN 46143 (whether one or more individuals, partnerships, corporations or other entities, herein referred to as the "Developer").

WITNESSETH:

WHEREAS, the Utility owns and operates the water system serving the community of Franklin, Indiana and surrounding vicinity.

WHEREAS, the Developer is engaged in redeveloping "Paris Drive Roundabout" and has requested the Utility to replace a portion of its existing water distribution mains impacted and to provide water service to users within the above-named development; and

WHEREAS, the Utility is willing to accommodate the abandoning in place of its affected water distribution mains and releasing a portion of any affected easement with the replacement of such facilities by the within Main Extension; and

WHEREAS, the Developer has requested approval by the Utility of Developer's plans, specifications, and estimated costs (Exhibits A and B, respectively, which are part of this Agreement) to install water lines and appurtenances (herein referred to as "Main Extension") within the above-named development; and

WHEREAS, the Utility has reviewed and approved the Developer's plans, specifications and estimated costs; and

WHEREAS, the Utility and Developer agree the Developer shall at its cost and expense, furnish the necessary engineering, engineering services, labor and materials, install the Main Extension and obtain all necessary easements, permits, right-of-way grants or other authority which is required to provide water service to the development;

NOW, THEREFORE, in consideration of the premises, covenants and agreements herein contained, the Utility and the Developer, respectively, agree as follows:

1. Developer Installation The Developer hereby agrees that during installation of the Main Extension, the Utility will have authority to inspect the installation at the Utility's convenience. The Developer further agrees the Utility may, at its discretion during the installation, request, and the Developer will honor such request, changes in the Main Extension related to location, workmanship and materials. Upon determination

by the Utility that installation has been in accordance with the approved plans and specifications, water service will be provided to the development, which is shown on Exhibit A attached hereto. The parties agree that the Main Extension as shown on Exhibit A is of the size and at the location required in order for the Utility to furnish the water service requested by the Developer.

2. Construction of Main Extension by Developer The Developer agrees to commence construction after the date of this Agreement, and to prosecute such construction to full completion with all reasonable diligence consistent with good business practices and the availability of required equipment, materials and labor. The Developer shall provide periodic inspections of the Main Extension by a professional engineer, registered in the State of Indiana. The Developer shall within thirty (30) calendar days after the Main Extension has been installed, convey title to same to the Utility by the execution and delivery of appropriate bills of sale or transfer of ownership documents including copies of paid invoices and instruments of conveyance, free of all liens and encumbrances incurred by Developer.

3. Ownership of Main Extension Upon conveyance of title by Developer to Utility, the Main Extension, including all mains, valves, fire hydrants, and other equipment of which said extension is composed or to which the same is or may be connected shall become the sole property of the Utility. The Utility shall be responsible for the maintenance and repair of same. The Developer shall have no right of property in the Main Extension or any part thereof by reason of or on account of the Developer having furnished a part or all of the funds used in the purchase of materials and equipment for, or the employment of labor in connection with, the construction of the Main Extension.

4. Other Requirements of Developer Coincident with delivery of the appropriate bill of sale or transfer of ownership documents required hereinabove by the Developer to the Utility, there shall also be delivered to the Utility by the Developer:

- a) "As-Built" drawings certified by the professional engineer,
- b) Certification of construction in accordance with the Utility's specifications, signed by the professional engineer,
- c) Recorded easements and legal survey, all permits, and any other information pertaining to the Main Extension,
- d) Final platted map of the development,
- e) Waivers of Lien for materials and contractor,
- f) One (1) year warranty on Main Extension for materials and workmanship,
- g) Schedule itemizing all materials and costs, certified as being accurate,
- h) Payment of fees related to Main Extension.

5. Determination of Cost of Main Extension Utility and Developer agree that the Cost of Main Extension shall be the amount appearing on the transfer of ownership documents rendered by Developer to the Utility plus the Utility's fees attributable to the Main Extension.

The Utility's fees related to the Main Extension shall be an amount equal to **8.42%** of the amount appearing on the transfer of ownership documents to cover

engineering, administrative costs, legal costs, direct labor cost, direct labor overhead and transportation costs incurred by the Utility.

6. Release of Interest. As a result of the transfer by Developer of the Main Extension to Utility, Utility agrees, if requested by Developer, to release any interest in the existing main and appurtenances to be abandoned in place and any easement to occupy such location to Developer by instruments mutually satisfactory to the parties.

7. No Refunds to Developer. It is explicitly understood that Developer's transfer of the Main Extension to Utility is not subject to repayment or refund due to the present or future use of the Main Extension or any attachments thereto.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto, including any subsequent connectors, and their respective successors and assigns.

IN WITNESS WHEREOF, the Utility and Developer have properly executed this Agreement or caused the same to be properly executed as of the date hereinabove set forth.

INDIANA-AMERICAN WATER COMPANY, INC.

By: _____

Name: Shannyn C. Walker

Title: Engineering Manager

Developer Company Name

By: _____

Name & Title

Phone Number

INDIANA-AMERICAN WATER COMPANY, INC.
DEVELOPER INSTALLED MAINS
COST ESTIMATE FORM

ITEM DESCRIPTION	QUANTITY	PRICE	/UNIT	TOTAL COST
DR14, C-900 PVC OR POLY PIPE				
2" PVC OR POLY & APPURT.			/FT.	\$0.00
4" PVC OR POLY & APPURT.			/FT.	\$0.00
6" PVC OR POLY & APPURT.			/FT.	\$0.00
8" PVC OR POLY & APPURT.	550	\$155.00	/FT.	\$85,250.00
12" PVC OR POLY & APPURT.			/FT.	\$0.00
CLASS 50 DUCTILE IRON PIPE (OR PRESSURE CLASS 350)				
6" DUCTILE IRON PIPE & APPURT.			/FT.	\$0.00
8" DUCTILE IRON PIPE & APPURT.			/FT.	\$0.00
12" DUCTILE IRON PIPE & APPURT.			/FT.	\$0.00
16" DUCTILE IRON PIPE & APPURT.			/FT.	\$0.00
VALVES				
4" GATE VALVE & BOX			/EA.	\$0.00
6" GATE VALVE & BOX			/EA.	\$0.00
8" GATE VALVE & BOX	1	\$2,800.00	/EA.	\$2,800.00
12" GATE VALVE & BOX			/EA.	\$0.00
16" GATE VALVE & BOX			/EA.	\$0.00
TAPPING SLEEVES & VALVES WITH BOX				
12" X 12" TAPPING SLEEVE & 12" VALVE W/ BOX	1	\$6,000.00	/EA.	\$6,000.00
__" X __" TAPPING SLEEVE & __" VALVE W/ BOX			/EA.	\$0.00
__" X __" TAPPING SLEEVE & __" VALVE W/ BOX			/EA.	\$0.00
FLUSHING OUTLET				
FLUSHING OUTLET (ALL SIZES)			/EA.	\$0.00
FIRE HYDRANTS				
FIRE HYDRANTS 5-1/4 V.O. W/3 NOZZLES	1	\$3,500.00	/EA.	\$3,500.00
6" GATE VALVE & BOX	1	\$1,000.00	/EA.	\$1,000.00
HYDRANT LATERAL	1	\$1,000.00	/EA.	\$1,000.00
OTHER			/EA.	\$0.00
TOTAL COST				\$99,550.00

