

**BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form**

(Form B-01-2012)

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:	May 11, 2020	Meeting Date:	May 18, 2020
Contact Information:			
Requested by:	Joanna Myers		
On Behalf of Organization or Individual: Windstar Homes, LLC			
Telephone:	317-736-3631		
Email address:	jmyers@franklin.in.gov		
Mailing Address:	70 E. Monroe Street, Franklin, IN 46131		
Describe Request:			
Acceptance and execution of Storm & Sanitary Sewer Inspection Service Agreement and Earthwork & Paving Inspection Service Agreement for The Bluffs at Youngs Creek, Sec. 2 (PC 2019-25).			
List Supporting Documentation Provided:			
1. Storm & Sanitary Sewer Inspection Agreement			
2. Earthwork & Paving Inspection Service Agreement			
Who will present the request?			
Name:	Joanna Myers	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.

**FRANKLIN BOARD OF PUBLIC WORKS AND SAFETY
STORM & SANITARY SEWER
INSPECTION SERVICE AGREEMENT**

SUBJECT PROJECT: The Bluffs At Youngs Creek, Section II

The Franklin Board of Public Works and Safety, through its Department of Planning and Engineering and in conjunction with the above described development project, requires compliance with City policies and procedures and that development be completed in accordance with plans and specifications approved by the City.

The Franklin Board of Works, through its Department of Planning and Engineering (hereinafter "City"), agrees to provide Storm and Sanitary Sewer Inspection Services and the undersigneds jointly and severally agree to pay for said service in accordance with the terms set forth herein.

Such inspection service shall be pursuant to City policies and procedures and will be conducted to determine if the subject project is constructed in accordance with plans and specifications approved by the City. Such inspection services shall determine if the project meets the requirements for acceptance into the City of Franklin Storm and Wastewater Collection System for maintenance, providing the owner and/or its representative adheres to City policies and procedures.

The undersigneds, at their sole cost and expense, agree to perform all work necessary to comply with the approved plans and specifications as well as the policies and procedures of the City of Franklin.

The undersigneds agree and acknowledge that the City is providing inspection services only and is not, or will not, provide design, construction or engineering services and the City makes no warranty or representation regarding the same. The undersigneds, to the fullest extent permitted by law, shall indemnify, defend (at their sole expense) and hold harmless the City of Franklin and its departments and employees ("Indemnified Parties"), from and against any and all claims for damages, demands, injury to property or person, death, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including, but not limited to, investigative and repair costs, attorneys' fees and costs, and consultants fees and costs) which arise or are in any way connected with the work performed, materials furnished or services provided in the development of the project. This indemnity and defense obligations shall extend to claims occurring after this inspection agreement is terminated or completed as well as while it is in force, and shall continue until it is finally adjudicated.

The City agrees to perform such Inspection Services for a fee of \$50.00 per hour of actual time spent on the project by the City and/or an authorized representative of the City in performing said Inspection Services.

The estimated time for completion of the project is 8 weeks.

The estimated inspection time is 40 hours per week.

The total estimated cost for Inspection Services is \$ 16,000.00.

The undersigned agree to include ninety percent (90%) of the total estimated cost of \$ 14,400.00 with this "Agreement" with the check made payable to the City of Franklin.

The actual Inspection fee will be based on the actual number of hours of inspection required to complete the project.

The balance of the total Inspection fee and a \$100.00 processing fee is to be paid upon the acceptance of the completed work by the Board and prior to release of the performance bond by the Franklin Board of Public Works and Safety.

IN WITNESS WHEREOF, the Owner has hereunto set his hand this 5th day of
May 2020.

WITNESS: Developer:

Windstar Homes, LLC

Contractor:

Fisher Contracting

BY:

Signature

Mark Alt

Print Name

BY:

Signature

Dane Waltman

Print Name

In witness whereof, the Franklin Board of Public Works and Safety hereby accepts the
foregoing this _____ day of _____, 20____.

Franklin Board of Works
by Mayor – Steve Barnett

Member – Melissa L. Jones

Member – Bob Swinehamer

ATTEST:

Jayne Rhoades, Clerk Treasurer

**FRANKLIN BOARD OF PUBLIC WORKS AND SAFETY
EARTHWORK AND PAVING
INSPECTION SERVICE AGREEMENT**

SUBJECT PROJECT: The Bluffs At Youngs Creek, Section II

The Franklin Board of Public Works and Safety, through its Department of Planning and Engineering and in conjunction with the above described development project, requires compliance with City policies and procedures and that development be completed in accordance with plans and specifications approved by the City.

The Franklin Board of Works and Safety, through its Department of Planning and Engineering (hereinafter "City"), agrees to provide Earthwork and Paving Inspection Services and the undersigneds jointly and severally agree to pay for said service in accordance with the terms set forth herein.

Such inspection service shall be pursuant to City policies and procedures and will be conducted to determine if the subject project is constructed in accordance with plans and specifications approved by the City. Such inspection services shall determine if the project meets the requirements for acceptance into the City of Franklin Street System for maintenance, providing the owner and/or its representative adheres to City policies and procedures.

The undersigneds, at their sole cost and expense, agree to perform all work necessary to comply with the approved plans and specifications as well as the policies and procedures of the City of Franklin.

The undersigneds agree and acknowledge that the City is providing inspection services only and is not, or will not, provide design, construction or engineering services and the City makes no warranty or representation regarding the same. The undersigneds, to the fullest extent permitted by law, shall indemnify, defend (at their sole expense) and hold harmless the City of Franklin and its departments and employees ("Indemnified Parties"), from and against any and all claims for damages, demands, injury to property or person, death, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including, but not limited to, investigative and repair costs, attorneys' fees and costs, and consultants fees and costs) which arise or are in any way connected with the work performed, materials furnished or services provided in the development of the project. This indemnity and defense obligations shall extend to claims occurring after this inspection agreement is terminated or completed as well as while it is in force, and shall continue until it is finally adjudicated.

The City agrees to perform such Inspection Services for a fee of \$50.00 per hour of actual time spent on the project by the City and/or an authorized representative of the City in performing said Inspection Services.

The estimated time for completion of the project is 3.5 weeks.

The estimated inspection time is 40 hours per week.

The total estimated cost for Inspection Services is \$ 7,000.00.

The undersigneds agree to include ninety percent (90%) of the total estimated cost of \$ 6,300.00 with this "Agreement" with the check made payable to the City of Franklin.

The actual Inspection fee will be based on the actual number of hours of inspection required to complete the project.

The balance of the total Inspection fee and a \$100.00 processing fee is to be paid upon the acceptance of the completed work by the Board and prior to release of the performance bond by the Franklin Board of Public Works and Safety.

IN WITNESS WHEREOF, the Owner has hereunto set his hand this 5th day of
May 2020.

WITNESS: Developer:

Windstar Homes, LLC

Contractor:

Fisher Contracting

BY:

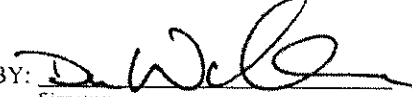


Signature

Mark Alt

Print Name

BY:



Signature

Dane Waltman

Print Name

In witness whereof, the Franklin Board of Public Works and Safety hereby accepts the
foregoing this _____ day of _____, 20____.

Franklin Board of Works
by Mayor – Steve Barnett

Member – Melissa L. Jones

Member – Bob Swinchamer

ATTEST:

Jayne Rhoades, Clerk Treasurer