

**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:	July 12, 2023	Meeting Date:	July 17, 2023
Contact Information:			
Requested by:	Mark Richards		
On Behalf of Organization or Individual:		City of Franklin	
Telephone:	317-736-3631		
Email address:	mrichards@franklin.in.gov		
Mailing Address:	70 E. Monroe Street, Franklin, IN 46131		
Describe Request:			
Request approval of Amendment #1 to Public Private Agreement for Fire Station #21 Remodel / Expansion Project			
List Supporting Documentation Provided:			
Amendment #1			
Who will present the request?			
Name:	Mark Richards	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.

**FIRST AMENDMENT TO PUBLIC PRIVATE AGREEMENT
(City of Franklin Fire Station #21 Remodel/Expansion Project)**

This First Amendment to Public Private Agreement (City of Franklin Fire Station #21 Remodel/Expansion Project) is executed as of June 29, 2023 (the "First Amendment") among the Envoy Construction Services, LLC ("Developer"), and the City of Franklin, Indiana (the "City").

Recitals

WHEREAS, the Developer and City entered into that certain Public Private Agreement dated as of May 1st, 2023 (the "PPA");

WHEREAS, the Developer and City desire to include additional design work, thereby increasing the amount of Incurred Costs; and

WHEREAS, whereas the Developer and City desire to enter into this First Amendment;

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the Developer and City agree as follows:

1. Incurred Costs. The PPA is hereby amended by the replacement of the definition of "Incurred Costs" in Section 1 with a new definition of "Incurred Costs" read as follows:

"Incurred Costs shall mean the costs and expenses incurred by Developer in connection with complying with the terms and conditions of this Agreement, including but not limited to: (a) the cost to develop and prepare the Final Plans; and (b) a reasonable and customary amount of a developer fee, which fee shall accrue upon the Effective Date; in the amount of \$58,400.00. The Incurred Costs shall not include the Developer Preconstruction Fee, which shall only be paid as part of the Final Project Budget if the City accepts the GMP."

2. Miscellaneous. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the PPA. Except as expressly set forth herein, all the terms and conditions of the PPA shall remain unaltered and in full force and effect. In the event of any conflict between the PPA and this First Amendment, the terms and conditions of this First Amendment shall control. This First Amendment shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to the conflicts of laws principles thereof.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first written above.

DEVELOPER:

Envoy Construction Services, LLC



DocuSigned by:
By: John Barbree 6/29/2023
John E. Barbree, Executive Vice President

CITY:

City of Franklin, Indiana

By: _____
Honorable Steve Barnett, Mayor