

HILL CIRCLE PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into by and between Doug Simpson, hereinafter known as "SIMPSON", and The Metropolitan Government of Nashville and Davidson County acting through the Metropolitan Department of Water and Sewerage Services, hereinafter known as "METRO".

WHEREAS, both SIMPSON and METRO desire to provide improved public water service for both its proposed development as well as the existing properties in this area; and

WHEREAS, SIMPSON has been approved to serve its development HILL CIRCLE; known as Project No. 17WL0227, and

WHEREAS, the provision of such water service will directly benefit both parties and the general community of Nashville and Davidson County, Tennessee; and

NOW, THEREFORE, SIMPSON AND METRO AGREE AS FOLLOWS:

I. SCOPE OF WORK:

A project consisting of the construction of approximately 2,536 linear feet of 8" diameter water main and four fire hydrant assemblies, all existing service lines will be tied into the new water main, and pavement repair will be provided per plans at Hill Circle.

II. PAYMENT TERMS AND CONDITIONS:

A. SIMPSON will contract and oversee construction of this project, and the new public water main infrastructure improvements design shall meet all METRO specifications and requirements including telemetry and any required repeater sites.

participation will be the lesser of 50% of the actual project costs not to exceed \$244,724.00 as a contribution towards these improvements.

As a part of this project, SIMPSON agrees to improve the main the remaining distance to Marcia Avenue which has been determined to benefit the general community and the public water system. This portion will be inspected and fully reimbursed by Metro not to exceed \$138,574.00. This amount is based on the secured competitive bid prices of 6 licensed contractors. The awarded bid amount and unit prices are within range of recently bid public projects of similar scope and size.

D. This agreement is subject to the approval through Ordinance (three readings) of The Metropolitan Council of Nashville and Davidson County and will be null and void if the improvements are not operational by February 19, 2020.

E. This project must be constructed or obligated for this Funding Agreement to become binding on either party.

III. FUTURE AMENDMENTS:

Any future amendments to this agreement shall be approved by resolution of the Metropolitan Council.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

RECOMMENDED BY:

[Handwritten Signature]

Director Metropolitan Department of Water and Sewerage Services

APPROVED AS TO AVAILABILITY OF FUNDS:

[Handwritten Signature]

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

[Handwritten Signature]

Metropolitan Attorney

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Metropolitan Mayor

ACCEPTED BY:

[Handwritten Signature]

Developer

Sworn to and subscribed to before me, a Notary Public,
20 day of February 2019
by Douglas M. Simpson of
Developer and duly authorized to execute this instrument
on Developer's behalf.

[Handwritten Signature]

Notary Public

My Commission Expires: 5/2/2022

ATTEST:

Metropolitan Clerk BL2019-1660

Date: _____



