

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE GOOSE CREEK INN SANITARY SEWER
EXTENSION PROJECT
COF Contract No. 2017-0276**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 201_, by and between the **City of Franklin, Tennessee** ("City") and **C&T ENGINEERING AND INSPECTION, LLC** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") (COF Contract No. 2017-0276) entitled City of Franklin, Tennessee Professional Services Agreement, Goose Creek Inn Sanitary Sewer Extension Project ("Project"), dated the 14th day of November, 2017; and

WHEREAS, the City and Consultant realize the need for additional resident project representative services related to construction services support to fully complete the Project's final construction; and

WHEREAS, the Consultant has provided a Proposal for an increase in resident project representative services for the Goose Creek Inn Sanitary Sewer Extension Project, as described in Attachment A dated June 1, 2018, in the amount of **THIRTY-THREE THOUSAND EIGHT HUNDRED TEN AND NO/100 DOLLARS (\$33,810.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an Amendment to the Agreement to include the final design as stated above for the Project as proposed by the Consultant.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. The Consultant shall perform the work as proposed in the Scope as found in the June 1, 2018, letter of proposal (**Attachment A**) which includes the Scope of Services for this Amendment. Attachment A shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. The City shall pay the Consultant in an amount not to exceed **THIRTY-THREE THOUSAND EIGHT HUNDRED TEN AND NO/100 DOLLARS (\$33,810.00)** for the additional services as described in Attachment A.

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated November 14, 2017, , are unchanged and remain in full force and effect.

(Signatures on page 3)

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

C&T ENGINEERING AND INSPECTION, LLC

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Tiffani M. Pope, Staff Attorney



Engineering and Inspection, LLC

6/1/2018

Ms. Michelle Hatcher-Director
Franklin Water Management Department
124 Lumber Drive
Franklin, TN 37064

**Re: Goose Creek Inn Sewer Extension
Fee Increase-Resident Project Representative Services
C&T No. 2017-0276**

Dear Michelle,

Due to the Contractor's construction schedule and hours worked we have exhausted our initial fee of \$33,915.00 for **Resident Project Representative (RPR)** services for the Goose Creek Inn Sewer extension project. A Notice to Proceed (NTP) was issued with a commencement date of February 8, 2018 with a contract completion date within 90-days of NTP, completing work May 6, 2018. Our RPR budget was based on this 90-day original construction schedule.

Work orders extended the completion date to June 3, 2018. Our billings to date trailed below the budget established in our proposal, which allowed us to extend our scope over a longer period than estimated initially. Based upon our estimation at this time, the budget remaining will cover our services through June 2, 2018.

Based upon the contractor's current working hours and proposed schedule an anticipated substantial completion date of July 27, 2018 with final completion date of August 3, 2018 for a total of 9- additional weeks to complete the project. We are respectfully requesting a fee increase of **\$33,810.00** for the services described above related to RPR services.

We appreciate the opportunity to provide these additional services to the City of Franklin. The total adjusted fee ceiling of **\$67,725.00** will not be exceeded without prior approval by the City. If the City is in agreement with the terms of this fee increase, we will execute a formal amendment to our contract. If you have any questions or concerns regarding this request, please do not hesitate to call me at (615) 567-3306.

Sincerely,
C&T Engineering and Inspection, LLC

A handwritten signature in blue ink, appearing to read 'Carla S. Lamb', is written over the typed name.

Carla S. Lamb
President

C.c. Patricia McNeese - FWMD