

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR THE LADD PARK INTERCEPTOR SEWER PROJECT  
COF Contract No. 2015-0381**

**THIS AMENDMENT** is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **City of Franklin, Tennessee** ("City") and **SMITH SECKMAN REID, INC.** ("Consultant").

**WITNESSETH:**

**WHEREAS**, City and Consultant entered into a Professional Services Agreement ("Agreement") for the Preliminary Engineering of the Ladd Park Interceptor Sewer ("Project"), dated the 8<sup>th</sup> day of December 2015; and

**WHEREAS**, said Agreement stipulated that the Consultant would be paid a not to exceed fee of ONE HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$176,600.00), as authorized by the City Engineer and as detailed in the fee Schedule; and,

**WHEREAS**, the City and Consultant realize the need for additional survey work to fully complete the Project's final design as well as additional bidding and construction administration services to oversee and manage the Project; and

**WHEREAS**, the Consultant has provided a Proposal for an increase in engineering services for the Ladd Park Interceptor Sewer, as described in Exhibit A dated November 23, 2016, in the amount of **SIXTY-NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$69,200.00)**; 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. Consultant agrees to perform the work as proposed in their November 23, 2016, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A in an amount not to exceed **SIXTY-NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$69,200.00)**. 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 December 8th, 2015, are unchanged and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment.

**The CITY OF FRANKLIN, TENNESSEE**

**SMITH SECKMAN REID, INC.**

By: \_\_\_\_\_  
**Dr. Ken Moore**  
 Mayor  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Print: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Eric S. Stuckey**  
 City Administrator  
 Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
 Bethany Heuer, Staff Attorney



November 23, 2016

Mr. Paul Holzen, P.E.  
Engineering Director  
City of Franklin, Tennessee  
109 Third Avenue South  
Franklin, TN 37064

RE: **CITY OF FRANKLIN, TENNESSEE**  
**Ladd Park Interceptor Sewer**  
**Fee Increase (Bidding & Construction Administration)**  
**SSR No. 15-41-020.0**

Dear Mr. Holzen:

Per the Water Management Department's request, we are pleased to provide Bidding and Construction Administration services for the Ladd Park Interceptor Sewer. These services were originally detailed in our letter to the City on October 15, 2015 but removed from the contract. The scope of bidding services will include preparation of bidder qualifications, attending a Pre-Bid meeting, assisting the City in obtaining bids and award of the Contract. The Construction Administration functions will include attending a pre-construction conference, issuing the Notice to Proceed, reviewing all shop drawings, reviewing all monthly payment requests and change order requests from the contractor, providing engineering assistance during construction, preparation of record drawings, and making a final inspection for the project close-out. The cost associated with this work is \$69,200.00. We are respectfully requesting our original fee be increased to **\$245,800.00** to cover this cost. A fee breakdown is attached for your review.

We appreciate the opportunity to continue to work with the City of Franklin. If the City is in agreement with the terms of this fee increase, we will execute a formal amendment to our original contract. If you have any questions or concerns regarding this request, please do not hesitate to call me at (615)460-0543.

Sincerely,  
**SMITH SECKMAN REID, INC.**

A handwritten signature in black ink that reads "Paolo Fonda". The signature is written in a cursive style.

Paolo M. Fonda, P.E.

Attachment

Cc: Patricia McNeese, Mark Hilty – Franklin  
JHB, ATJ, File (1)

**DESIGN DISCIPLINE ESTIMATED COST**  
City of Franklin, TN - Ladd Park Interceptor Sewer  
SSR #15-41-020.0  
11.23.2016



**DESCRIPTION**

*Design and Construction Administration for the Ladd Park Interceptor Sewer in Franklin, TN*

Item	Quantity	Unit	Unit Price	Total
<del>1 Preliminary Engineering / Tech Memo</del>	<del>1</del>	<del>LS</del>	<del>\$20,000.00</del>	<del>\$20,000.00</del>
<del>2 Archaeological (Dan Allen)</del>	<del>1</del>	<del>LS</del>	<del>\$1,000.00</del>	<del>\$1,000.00</del>
<del>3 Tunnel Investigation / Surveying (CIA)</del>	<del>1</del>	<del>LS</del>	<del>\$33,100.00</del>	<del>\$33,100.00</del>
3a Additional Survey	1	LS	\$10,800.00	\$10,800.00
<del>4 Design Services - 30%, 60%, 90% &amp; 100%</del>	<del>1</del>	<del>LS</del>	<del>\$116,000.00</del>	<del>\$116,000.00</del>
5 Bidding Services	1	LS	\$9,700.00	\$9,700.00
6 Construction Administration Services	1	LS	\$48,700.00	\$48,700.00
<del>7 Easements</del>	<del>1</del>	<del>EA</del>	<del>\$1,000.00</del>	<del>\$1,000.00</del>
<del>8 Permits</del>	<del>2</del>	<del>EA</del>	<del>\$1,000.00</del>	<del>\$2,000.00</del>
<del>9 Reimbursable</del>	<del>1</del>	<del>LS</del>	<del>\$3,500.00</del>	<del>\$3,500.00</del>

Survey Increase Request

Fee Increase Request

**TOTAL DESIGN FEE** **\$176,600.00**

**FEE INCREASE FOR ADDITIONAL SURVEY AND BIDDING/CA** **\$69,200.00**

**TOTAL DESIGN, BIDDING AND CA SERVICES** **\$245,800.00**