

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR SPENCER CREEK AT FRANKLIN ROAD
SANITARY SEWER REHABILITATION PROJECT
COF Contract No. 2014-0044**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 20__, by and between the **City of Franklin, Tennessee** ("City") and **Hazen and Sawyer** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled City of Franklin, Tennessee Professional Services Agreement, Spencer Creek at Franklin Road Sanitary Sewer Rehabilitation Project (COF Contract No. 2014-0044), dated the 11th day of March 2014, at a fee not to exceed \$40,000.00; and

WHEREAS, the City and Consultant realize the need for additional engineering design services to fully complete the Project's construction; and

WHEREAS, the Consultant has presented to the City staff a Proposal with a summary of costs detailing the anticipated work effort as found in Exhibit A (attached and made a part hereto); and

WHEREAS, City staff feels the values as presented in Exhibit A are appropriate for the anticipated work required in the Scope of Services for this Amendment.

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 found in the July 26, 2019, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment. Exhibit 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-SEVEN THOUSAND FIVE HUNDRED NINETY AND NO/100 DOLLARS (\$37,590.00)** for the additional Services as described in Exhibit 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.

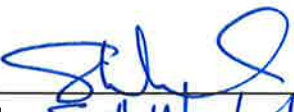
All other provisions of the Agreement dated March 11, 2014, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

Hazen and Sawyer

By: _____
Dr. Ken Moore
Mayor
Date: _____

By:  _____
Print: Scott Woodard
Title: Vice President
Date: 9/30/2019

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Maricruz R. Fincher, Staff Attorney



July 26, 2019

Ms. Patricia McNeese, PE
Utilities Project Manager
City of Franklin
124 Lumbar Dr.
Franklin, TN 37064

Re: Spencer Creek Sewer Improvements-2014-0044: Re-Design and CCTV

Dear Ms. McNeese:

We appreciate the opportunity to submit this proposal for collecting CCTV of the existing 36-inch interceptor and redesigning a portion of the proposed project mentioned above. The project will include the following tasks.

Task 1- Design: (additional scope requested)

- A. Hazen will hire and direct a CCTV subconsultant for the light cleaning and CCTV collection of approximately 2000 linear feet of 36" sewer interceptor within the current project boundaries.
 - a. Subconsultant: ACE Pipe Cleaning
- B. Review CCTV once collected and recommend an appropriate action for the City to proceed which could include, abandonment, CIP liner, dig and replace, etc.
- C. Revise Demolition/Abandon-in-Place work being shown in the Church parcel.
- D. Eliminate Proposed 12" sewer reroute from Church parcel.
- E. Revise Erosion Prevention and Sediment Control Plans.
- F. Redesign the upstream connection of the proposed 36-inch interceptor to the existing collection system incorporating an interconnection between the existing 36-inch interceptor and existing 24-inch interceptor.
- G. Design review meeting with the Water Department to discuss initial concept and determine the most beneficial method to proceed.
- H. Hazen 100% QAQC.
- I. 100% Design review meeting with Water Department to get final comments before issuing Bid Documents.

Hazen proposes to perform this scope of services for a not-to-exceed fee of **\$37,590**, which includes ACE Pipe Cleaning's charges for the CCTV data collection, **\$11,146.30**.

Hazen will begin work immediately upon notice to proceed. No out-of-scope work will be performed without prior written approval by the City. If unforeseen conditions or consulting needs arise beyond what is specifically mentioned in the Scope of Services above, and upon prior written approval by the City, Hazen will provide the additional services on an hourly basis based upon rates established between Franklin and Hazen. Environmental assessment, public meetings, resident project representative, and easement acquisition/negotiation are not included in the scope of work.

As always we appreciate the opportunity and look forward to working with the City of Franklin to complete the project. Feel free to contact me anytime if you have questions or require additional information.

Sincerely,

A handwritten signature in blue ink that reads "Michael L. Orr".

Michael Orr, PE
Senior Associate

cc: Scott Woodard – Vice President