

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR FINAL DESIGN OF FRANKLIN ITS EXTENSION PROJECT
COF Contract No. 2017-0171**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2019, by and between the **City of Franklin, Tennessee** ("City") and **Volkert, Inc.** ("Consultant").

WITNESSETH:

WHEREAS, the City and Consultant entered into a Professional Services Agreement ("Agreement"), dated July 11, 2017, for the Final Design of Franklin ITS Extension Project ("Project"); and

WHEREAS, said Agreement stipulated that Consultant would be paid a not-to-exceed fee of Seventy-One Thousand Five Hundred and No/100 Dollars (\$71,500.00), as detailed in the Scope of Service and Fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional work to accommodate a design change, which was not included in the Agreement; and

WHEREAS, the Consultant has provided a Proposal ("Attachment A"), dated February 5, 2019, for an increase in engineering services, lump sum amount of **Thirteen Thousand Two Hundred Fifty and No/100 (\$13,250.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an amendment to the Agreement for the Project as proposed.

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 stated in Attachment 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 Attachment A in a lump sum amount of **Thirteen Thousand Two Hundred Fifty and No/100 (\$13,250.00)**.

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 July 11, 2017, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

VOLKERT, INC.

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



February 5, 2019

Jonathan Marston, PE
Assistant Director of Engineering
City of Franklin
109 3rd Avenue South
P.O. Box 305
Franklin, TN 37065-0305

Re: Franklin ITS Extension – TDOT Sharing of I-65 Fiber Supplement Request

Dear Jonathan:

Volkert, Inc. appreciates the opportunity to submit this supplement request for the additional work required to complete the plans and coordination for extending the fiber optic network along I-65 from Highway 96 to Goose Creek Bypass via the existing TDOT ITS system. The following scope of work is to be performed by Volkert and Corradino to develop design plans, coordinate with TDOT, and provide assistance to the City of Franklin. The detailed Scope of Services are as follows:

Project Management & Meetings

Project management is a continuous task that will be performed for the duration of this supplemental contract. Volkert will coordinate with the City regarding this extension and the entire IS project. Volkert will also assist the City with coordination with TDOT. Volkert will also manage, review, and assist Corradino with plan development and document preparation. The consultant team will coordinate final plans/recommendations with TDOT.

The consultant team will attend meetings with the City and/or TDOT. It is anticipated three additional meetings will be required as part of the supplement. Note: the first meeting was held with TDOT on January 22, 2019.

Design Plan Development

This supplement request is a result of an additional project that was added to the overall design package. This new project includes a communication link from Highway 96 to the south along Interstate 65 (I-65) to Goose Creek Bypass. TDOT has a conduit duct bank along this section of I-65. The City has a memorandum of understanding (MOU)/joint use agreement with TDOT that will allow the City access to the duct bank. The design will include installation/modification of pull boxes at each terminus; fiber optic cable layout throughout the network from Highway 96 to I-65; and connectivity to the City's fiber optic network at Highway 96 and Goose Creek Bypass.

All of the project designs will adhere to all applicable City of Franklin, TDOT and FHWA requirements and guidelines. This includes the City's Transportation & Street Technical Standards, TDOT's Local Government Guidelines, TDOT's ITS Project Development Guidelines, and FHWA's System Engineering Guideline.

Survey/Base Mapping

To provide a timely design and minimize design associated cost, the consultant team will use the City's GIS database, aerial imagery and TDOT as-built plans for the I-65 ITS System. Note: the ITS construction plans and as-built plans were received by TDOT on January 31, 2019. The consultant team will review the GIS data and TDOT as-built plans to determine the need for additional field



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information. If needed, the consultant team will supplement the GIS data with general field verified and collected data (this will not be an actual field run survey).

Preliminary/Utility/Right-of-Way Plans

This includes routing for fiber optic cable within the TDOT ITS system along I-65; and as necessary the layout of conduit and pull boxes, cabinet locations and routing for electrical service connections. Once the plans are completed, Volkert will submit the preliminary plans to the City for review and comment. After receiving the City's comments, the consultant team will revise the plans and submit to TDOT Local Programs for review and approval to move forward.

Final Construction Documents

Final construction plans will include routing for fiber optic cable within the TDOT ITS system along I-65; and as necessary the layout of conduit and pull boxes, cabinet locations and routing for electrical service connections. Final construction plans will also include standard notes and details, special notes and details, fiber optic splicing and routing details, erosion control plans and details, traffic control plans and details, and estimated quantities. Final construction plans will also address any preliminary plan review comments by TDOT.

Once the construction plans are completed, Volkert will submit to the City for review and comment. After receiving the City's comments, the consultant team will revise the plans and submit to TDOT Local Programs for review and approval to move forward to construction.

Project Fee & Schedule

The fee for this supplement will be \$13,250. This is a lump sum fee and will be invoiced on a monthly basis as work is completed.

Volkert, Inc. appreciates the opportunity to submit this scope of services. If you have any questions, please feel free to contact me. We look forward to working with you on this very important and exciting project for the City of Franklin.

If this proposal meets your approval, please sign below and return a copy with a notice to proceed. If you have any questions, please feel free to contact us. We look forward to hearing from you.

Sincerely,

Dyan C. Damron, PE, PTP
Traffic Engineering & Planning Manager
Volkert, Inc.

Brad Thompson, AICP
Vice President
Volkert, Inc.