

**AMENDMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT
FOR FRANKLIN ROAD CORRIDOR IMPROVEMENTS, HARPETH RIVER BRIDGE TO HARPETH
INDUSTRIAL COURT PROJECT
COF Contract No. 2014-0209**

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

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Franklin Road Corridor Improvements, Harpeth River Bridge to Harpeth Industrial Court ("Project") – Final Plans and Specifications, dated the 14th day of October 2014; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of One Hundred Thirty-Six Thousand Four Hundred and No/100 Dollars (\$136,400.00), as authorized by the City Engineer and as detailed in the Fee Schedule; and

WHEREAS, on February 9, 2016, the Board of Mayor and Aldermen approved Amendment No. 1 to the Agreement with the Consultant for additional light emitting diode (LED) street lighting design work in the amount of Three Thousand Seven Hundred and No/100 Dollars (\$3,700.00); and

WHEREAS, on June 11, 2017, the Board of Mayor and Aldermen approved Amendment No. 2 to the Agreement with the Consultant for additional design for and coordination with three (3) new fiber line utilities that now occupy Middle Tennessee Electric Membership Corporation (MTEMC) poles, the addition of two (2) 10-foot x 18-foot box culvert bridge structures at the Harpeth River as recommended by the U.S. Army Corps of Engineers' Franklin Road Feasibility Study, and right-of-way and easement coordination with recently developed water and sanitary sewer plans in the amount of Sixty-Five Thousand Five Hundred Ninety and No/100 Dollars (\$65,590.00); and

WHEREAS, on March 13, 2018, the Board of Mayor and Aldermen approved Amendment No. 3 to the Agreement with the Consultant for additional field surveying for: required MTEMC revisions and updated existing property conditions, additional utility coordination, and a small contingency fund in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00); and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A, dated December 5, 2018, in the amount of **ONE HUNDRED THREE THOUSAND SEVEN HUNDRED FORTY AND NO/100 DOLLARS (\$103,740.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an 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 proposed in their December 5, 2018, 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 an amount not to exceed **ONE HUNDRED THREE THOUSAND SEVEN HUNDRED FORTY AND NO/100 DOLLARS (\$103,740.00)**.

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 October 14, 2014, Amendment No. 1 dated February 9, 2016, Amendment No. 2 dated June 11, 2017, and Amendment No. 3 dated March 13, 2018, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

CT CONSULTANTS, 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

Exhibit A
COF Contract 2014-0209
Amendment No. 4



December 11, 2018

Mr. William Banks
City of Franklin, Tennessee
109 3rd Avenue South
Franklin, TN 37064

Re: Proposal for Additional Scope of Work
Franklin Road Corridor Improvements, Harpeth
Bridge to Harpeth Industrial Court, COF Contract
No. 2014-0209

Dear William:

In follow-up to our recent conversations, we are submitting this proposal related to additional services for the Franklin Road project to address the requested changes and to finalize the drawings for construction this upcoming year. The following is a list of items that are required to accomplish this.

1. At this time, we are aware of needed plan revisions to seven (7) different parcels based upon meetings between Ben Worley and the property owners. Additional meetings are forthcoming and additional revisions are anticipated.
2. Extend proposed sidewalks to the north side of Hooper Lane.
3. Addition of storm structures for yard inlet connections.
4. Regrading of the property along Harlinsdale Farm with a 4:1 maximum slope.
5. Update Erosion and Sediment Control Plans.
6. Updated Landscaping Plans to accurately reflect the City arborists determination on trees to remain and to be removed and cross-sections as needed.
7. Update Property Maps, Acquisition Tables and General Notes to accurately reflect the secured easements and current TDOT standards.
8. The majority of the legal descriptions and exhibits have been completed for this project, with the exception of Tracts 1 and 32. No revisions to previously prepared legal descriptions and exhibits are anticipated (nor included in our fee proposal) at this time. One legal description and two-page exhibit is anticipated for each parcel.
9. Once all of the plan revisions are completed, we will tabulate all of the anticipated quantities and provide an updated Opinion of Probable Construction Costs. Although quantities were previously provided, due to the number of revisions since 2014, all quantities will need to be reviewed and updated for accuracy.
10. Revise the Traffic Control Plans to accurately reflect the constructability of the project including the additional underground utilities that were recently added under Franklin Road.
11. Finalize the traffic signal design along Franklin Road at Old Liberty Pike and New Liberty Pike. Revisions include the use of Wavetronix Detection Devices, replacement of existing traffic signal poles at Liberty Pike, installation of LED street signs and installation of traffic signal arrows onto side streets. Revise signage and pavement marking plans to accommodate the City's decision regarding revised drive lane widths and unshared bike lanes. This also includes the addition of pavement marking plans along Franklin Road/Main Street) between 1st Avenue and the north side of the Harpeth River Bridge. (Aerial imagery and City GIS information will be utilized for this section.)



December 11, 2018

Mr. William Banks

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12. Finalize decorative hand rail details for retaining wall adjacent to the Harpeth River Bridge and provide sign details for Mapco, McCall's and the Harpeth Meadows Subdivision and related submittals/coordination to/with appropriate City Departments for review and approval.
13. Finalize lighting plans in accordance with current TDOT requirements utilizing the luminaires and light poles previously selected.
14. Revise and update Electric and Telecommunications Plans. This includes the addition of AT&T fiber optic duct bank and manhole system to accommodate the relocation of the existing underground AT&T facilities, AT&T revisions finalizing service connections and tie-in points, revising Comcast facilities, revising Level 3 facilities per the FCS design, revise MTEMC plans, revise Windstream plans, finalize XO communications design and Zayo design. This also includes one (1) trip to the project area for PTA (Electrical Engineer) to coordinate final design revisions, field investigation and a meeting with the utility companies. It is anticipated that a City representative will be present for any field investigations that include entry into buildings. Review all potential utility conflicts.
15. Prepare Atmos Gas Line Plans as directed by the Atmos Gas Company.
16. Utilize the Sanitary Sewer plans previously provided by SSR to prepare current sanitary sewer plans and profiles that reflect the changes, as directed by the City, to accommodate property owner concerns regarding tree removals and to minimize impacts to private property. This includes checking potential conflicts with the relocation of overhead utilities, water mains, storm sewers and gas lines.
17. Utilize the Water Main plans previously provided by SSR to prepare current water main plans and profiles that reflect the changes, as directed by the City, to accommodate property owner concerns regarding tree removals and to minimize impacts to private property. This includes checking potential conflicts with the relocation of overhead utilities, sanitary sewers, storm sewers and gas lines.
18. Submit plans to City, TDOT and utilities for review, revise plans per comments and provide one resubmission for final approval.
19. Prepare bid book utilizing current City of Franklin contract documents and requirements.

The total for all of the aforementioned items is \$131,740.00, which includes reimbursable expenses. Understanding that our current agreement does include some of these items and further recognizing that the available funds in our current agreement totals approximately \$28,000.00, we are requesting an additional **\$103,740.00** to complete the Franklin Road plans.

Again, CT is very pleased to continue our working relationship with the City of Franklin on the Franklin Road Project. Please review the proposal and call me at 615-349-4025 or by email at jgolias@ctconsultants.com to discuss any questions you may have.

Respectfully,

CT Consultants, Inc.

James G. Golias II, P.E.
Regional Manager