

**AMENDMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT
FOR MACK HATCHER EXTENSION PROJECT [SR-397 MACK
HATCHER PARKWAY WEST, FROM SOUTH OF SR-96, WEST
FRANKLIN TO EAST OF ST-106 (US-431)) NORTH OF
FRANKLIN WILLIAMSON COUNTY]**

COF Contract No. 2013-0034

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2017, by and between the **City of Franklin, Tennessee** ("City") and **CDM Smith, Inc.** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Mack Hatcher Extension Project [SR-397 Mack Hatcher Parkway West, From South of SR-96, West Franklin to East of SR-106 (US-431) North of Franklin Williamson County] (COF Contract No. 2013-0034), dated the 23RD day of April 2013; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not-to-exceed fee of **TWO HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED and No/100 Dollars (\$277,500.00)**; and

WHEREAS, the City and the Consultant amended this agreement through the following amendments:

- Amendment No. 1, dated November 25, 2014,
- Amendment No. 2, dated February 9, 2016, and
- Amendment No. 3, dated April 11, 2017

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 Attachment A, dated July 24, 2017, in the amount of **FOUR HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED and No/100 Dollars (\$432,600.00)**; 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 July 24, 2017, letter of proposal (**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 an amount not-to-exceed **FOUR HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED and No/100 Dollars (\$432,600.00)**.

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 following are unchanged and remain in full force and effect:

- Original Agreement, dated April 23, 2013,
- Amendment No. 1, dated November 25, 2014,
- Amendment No. 2, dated February 9, 2016, and
- Amendment No. 3, dated April 11, 2017.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

CDM SMITH, INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Approved as to form:

Eric S. Stuckey
City Administrator
Date: _____

Kristen L. Corn
Assistant City Attorney



210 25th Avenue North, Suite 1102
Nashville, Tennessee 37203
tel: 615-320-3161
fax: 615-320-6560

July 24, 2017

Mr. Paul Holzen
City of Franklin
109 3rd Ave. S.
Nashville, TN 37064

RE: STP-HPP-397(10), PIN 101454.01
SR-397 (Mack Hatcher Parkway)
From West of SR-96 to East of SR-106
Franklin, Williamson County

Dear Mr. Holzen:

We are pleased to submit this scope of work and associated fee estimate for the additional work discussed with TDOT staff on the above referenced project. This additional work results from requests by TDOT to revise the project plans in addition to the work included in the original scope of work and previous supplements.

In summary, this work includes the revisions to the right-of-way plans, associated legal description updates, and other right of way issues as requested by the City of Franklin. Construction plans updates for final submittal including updates to Hillsboro Road, structural bridge plans for additional TDOT review, update to current TDOT Standard for various items as requested by TDOT including guardrail, ADA compliance, striping, general notes, special notes, and drainage standards. Drafting standards and standard drawings have also changed and will need to be revised within the construction plans, as requested by TDOT. Additional meetings required by TDOT including three constructability reviews and one additional construction filed review and bi-monthly progress meetings with TDOT and City of Franklin.

TDOT also requires update and additional review of the Geotechnical Report. TDOT also requested that the structural plans have an additional TDOT review. In addition, key Structural and Geotechnical Staff are required to attend the constructability reviews, as requested by TDOT staff (See attached sub consultant scope and fee for more information on Geotechnical Scope).

A more detailed description of the additional work can be found in the Project Scope (Exhibit A) and the Geotechnical Scope of Services (Exhibit B).

The total work order request is for \$432,600.00. In summary, the requested estimate is distributed as follows:





| Tasks | Fees |
|--|--------------|
| Right of Way Revisions/Legal Description Revisions | \$42,000.00 |
| Plans Update for Final Submittal | \$180,800.00 |
| City of Franklin/TDOT Coordination, Project management, additional meetings including bi-monthly update meetings, 3 TDOT Constructability Reviews and TDOT Construction Field Review | \$122,900.00 |
| Geotechnical Subsurface Exploration | \$30,420.00 |
| Final plans revisions and submittal | \$56,500.00 |
| Total | \$432,600.00 |

CDM Smith appreciates the opportunity to continue to support the design and future construction of the Mack Hatcher extension and provide these design services to the City of Franklin and TDOT. If you have any questions about this proposal, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Brandie C. Cookston".

Brandie C. Cookston, PE, CPESC, CPSWQ, ENV-SP
Client Service Leader
CDM Smith Inc.

cc: Zack Daniel – CDM Smith
Jeff Mize – CDM Smith
Nathan Long – Amec Foster Wheeler
Jonathan Marston – City of Franklin

Attachments: Exhibit A – Project Scope and Fee
Exhibit B – Geotechnical Design Scope and Estimate

Exhibit A
Project Scope and Fee

STP-HPP-397(10), PIN 101454.01
SR-397 (Mack Hatcher Parkway)
From West of SR-96 to East of SR-106
Williamson County

July 24, 2017

CDM Smith is proposing this scope of services for additional work on the above referenced project. This additional work results from requests by TDOT and the City of Franklin to revise, review, and finalize the project plans. These tasks outlined below are in addition to the work included in the original scope of work and previous supplements.

This scope includes the revisions to the right-of-way plans, associated legal description updates, Right of Way Acquisition support limited to exhibits and design analysis, plans updates associated with development since the plans were developed in 2014.

The project is currently slated for TDOT's February 2018 Construction letting. The costs and deliverables were developed based on this current schedule as directed by TDOT. Due the delayed timeframe of this project, TDOT has requested that several meetings be conducted a second time to ensure the plans conform to the current TDOT standards, final review of the Geotechnical report by TDOT subsurface explorations and design required by TDOT geotechnical staff. TDOT has also requested that Constructability reviews with three contractors, due to the complexity of this project. Based on these additional meetings, CDM Smith will need to revise the plans in accordance with the TDOT recommendations, as appropriate.

- CDM Smith has performed right of way plans revisions due to adjustments to the project. Revisions are required for the following tracts, Tract 5, 7, 9, 75, 76, 79, 80
- Legal Descriptions were revised accordingly for the listed plans revisions.
- Exhibits were prepared in support of the Right of Way Acquisitions for the listed ROW revisions.
- CDM Smith provided TDOT with an updated cost estimate, based upon the latest plans.
- CDM Smith anticipates one additional right of way revision and has included anticipated time associated with this revision and coordination required.
- TDOT requires that the plans be updated for current TDOT Design Standards, which have changed since the plans preparation in 2014. These standards would include guardrail, ADA compliance, striping, general notes, special notes, and drainage standards.
- TDOT Drafting standards and standard drawings have also changed and will need to be revised within the construction plans.
- CDM Smith will revise the plans for areas where development has occurred since the previous design plans were finalized. These will include the construction at Hillsboro Road and associated drainage impacts and various property impacts.
- TDOT requires an additional Structural Submittal prior to the Construction Field Review. CDM Smith will revise the structural plans, based on these comments to be provided by TDOT. CDM Smith assumes no major changes will be requested by TDOT, with respect to the time allotted for these revisions.
- TDOT requires an additional Construction Field Review meeting. CDM Smith will conduct this meeting with TDOT and the City of Franklin, and provide minutes for this meeting. This meeting will be attended by CDM Smith staff for Roadway and Structural Design.
- CDM Smith will revise the construction plans and cost estimate based on the TDOT comments at the construction field review meeting. CDM Smith assumes that the comments will be addressed within 120 hours of labor time.
- TDOT requires additional review and approval of the Geotechnical Report. This will include TDOT coordination for these tasks and limited updates to the construction plans upon issuance of the final geotechnical report and recommendations.

Exhibit A
Project Scope

STP-HPP-397(10), 94092-3226-14
SR-397 (Mack Hatcher Parkway)
From West of SR-96 to East of SR-106
Williamson County

- CDM Smith in cooperation with TDOT, as required, will conduct Constructability Reviews for this project. CDM Smith will prepare a presentation. CDM Smith will revise the construction plans and cost estimate based on the TDOT comments at the construction field review meeting. CDM Smith assumes that the comments will be addressed within 40 hours of labor time.
- This estimate also includes progress meetings, project management, and TDOT Coordination.

The project fee will be distributed as follows:

| Tasks | Fees |
|--|--------------|
| Right of Way Revisions/Legal Description Revisions | \$42,000.00 |
| Plans Update for Final Submittal | \$180,800.00 |
| City of Franklin/TDOT Coordination, Project management, additional meetings including bi-monthly update meetings, 3 TDOT Constructability Reviews and TDOT Construction Field Review | \$122,900.00 |
| Geotechnical Subsurface Exploration | \$30,420.00 |
| Final plans revisions and submittal | \$56,500.00 |
| Total | \$432,600.00 |

The total amount of \$432,600 will be invoiced in accordance with the pre-approved billing rate contract.



**Exhibit B Geotechnical
Design Scope and Estimate**

May 31, 2017

Ms. Brandie C. Cookston, PE, CPESC, CPSWQ
CDM Smith
210 25th Avenue North, Suite 1102
Nashville, Tennessee 3203

**RE: Scope of Services and Estimated Cost
Proposal for Additional Geotechnical Engineering Services
Proposed Extension to Mack Hatcher Parkway
Franklin, Tennessee
Amec Foster Wheeler Proposal No. 2015-001, Revision 2**

Ms. Cookston:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is pleased to present this revised proposed scope of work for the requested services. The focus of the services proposed herein is to prepare recommendations for the proposed retaining walls associated with the project and to review/finalize the final construction drawings. Additionally, we have been asked to include effort associated with participating in two meetings – constructability and field review.

Project Description

This project involves providing new geotechnical recommendations for two walls that were not part of the original roadway design as well as reviewing/updating previously-submitted geotechnical reports/drawings associated with the proposed roadway alignment.

Our familiarity with this project is from the previous geotechnical studies we performed for the new roadway alignment. We originally completed a geotechnical study for the proposed Mack Hatcher Parkway extension from State Route 106 to State Route 96 (report dated January 28, 2010). We later revised our geotechnical reports (i.e., alignment and bridge) and drawings because the proposed route was extended to include the proposed roadway from State Route 96 to Townsend Boulevard. We provided our revised draft reports and draft drawings in March 2011. At that time, retaining walls were not part of the roadway design/construction, and therefore we were not asked to perform a geotechnical study for such structures.

We understand that the proposed roadway now includes two retaining walls that were not included in our original studies. Retaining Wall 1 will be located along the south side of Mack Hatcher Parkway between Stations 954+50 and 955+00. Wall 1 will be constructed along the approach embankment for the proposed bridge over the Harpeth River. Retaining Wall 2 will be located along the south side of State Route 96 between Stations 24+69 and 28+00 and will tie into the box bridge at Station 24+40. You have requested that we provide this proposal for providing geotechnical recommendations for design and approved retaining wall types. We note that a proposed scope of services for providing subsurface exploration along these walls was presented in our May 23, 2016 proposal to you (Proposal No. 2016-063), and we understand that proposal has been approved by the Owner.



With respect to revising/finalizing previously-submitted reports/drawings, we have been asked to evaluate their conformance in light of TDOT standards that may have changed since the time at which they were prepared. Additionally, our geotechnical report for the planned bridge over the Harpeth River provided two foundation type options, one for drilled piers and one for micropiles. You informed us in an e-mail on April 18, 2015 that TDOT has decided to only use drilled piers for the bridge foundations. TDOT requested that any references to the micropile option be removed from the geotechnical drawings and reports.

Proposed Scope of Services

Task 1 – New Geotechnical Recommendations

We propose to provide geotechnical design and construction recommendations for the new walls via a Retaining Wall report, which will include:

- A general description of the site and subsurface conditions along the proposed wall alignments;
- Recommendations for site preparation, subgrade improvement and placement / compaction of engineered fill; and
- Recommendations for design and construction of proposed retaining walls.

We will prepare the Retaining Wall report using data collected during the subsurface exploration outlined in the previously mentioned proposal (Proposal No. 2016-063). For drawing preparation, we assume that CDM Smith will provide us with an electronic version of the base sheets for the walls (alignment, elevation view, cross sections, etc.). We will use our CAD personnel to add geotechnical data and geotechnical recommendations to these base sheets.

Task 2 - Finalize Drawings and Reports

As noted in our January 21, 2015 e-mail, we submitted a stamped/signed copy of the drawings and reports, which were dated January 2010. After submitting these deliverables, we were asked by TDOT and CDM Smith to provide modifications to the original drawings that would supersede the January 2010 deliverable. We made the necessary revisions to our drawings and reports and provided these documents on March 4, 2011 to CDM Smith for their review. The March 4, 2011 set of drawings contains 99 geotechnical sheets and is marked as DRAFT.

As TDOT requested, we propose to revise the March 2011 drawings and reports by removing any references to the micropile foundation option. Based on our discussions with you, we have assumed that additional changes or notes are not required to address the drilled pier recommendations on the drawings.

We will also review the most recent CDM Smith drawings to check for consistency with our previous drawings. We will need for you to provide us an electronic copy of the latest drawings for this review. If we do not encounter discrepancies or required changes in our review, we will provide a PDF copy of the stamped/signed drawings to you along with the new wall concept sheets previously mentioned. If we encounter discrepancies or there are changes needed, we will notify you to seek direction in moving forward (for example, we can provide red-line markups for CDM to incorporate in the drawings or you can provide us with the relevant Microstation files for Amec Foster Wheeler to revise). At this time, we assume we will not encounter discrepancies and therefore, will not need to expend cost to correct them.

Task 3 – Meeting Participation

We understand that you request our participation during up to two meetings following the submittal of the deliverables mentioned in Tasks 1 and 2. These meetings will include a



Construction Field Review meeting and a Constructability Review meeting. For cost estimating purposes, we assume the following:

Construction Field Review Meeting:

- Will be attended by an Amec Foster Wheeler project manager or the geotechnical engineer of record
- Meeting may last up to one day
- Meeting will be held in Nashville at TDOT Region 3 Office

Constructability Review Meeting:

- Will be attended by up to two Amec Foster Wheeler representatives – project manager/geotechnical engineer of record and senior wall designer familiar with TDOT retaining wall design/construction
- Meeting may last up to two days
- Meeting will be held in Nashville at TDOT Region 3 Office

We have included up to additional eight hours for each meeting to address meeting preparation and nominal correspondence following each meeting.

Cost Estimate

We propose to provide the services describe in accordance with Amec Foster Wheeler's standard Labor Rate Schedule (attached). The estimated cost associated with the scope of work defined herein is summarized below.

| Task | Cost |
|---|-----------------|
| Task 1 – New Geotechnical Recommendations | \$8,000 |
| Task 2 – Finalize Drawings/Reports | \$9,500 |
| Task 3 – Meeting Participation | \$6,300 |
| Total | \$23,800 |

Any additional services above and beyond the scope noted above will be provided on an hourly basis in accordance with Amec Foster Wheeler's standard Labor Rate Schedule.

Completion Schedule

Based on our current workload, we can complete the above tasks within 15 working days of written notice to proceed and receipt of the base drawings.

Closure

If this proposal is acceptable, please indicate your approval by executing and returning the attached Services Agreement, which contains the Terms and Conditions under which the work will be performed. Once we receive the signed Agreement, we will sign it and return a fully executed copy to you for your file. The preceding scopes of work and the Terms and Conditions in our Agreement constitute our proposal and contract with you.



Once you have had an opportunity to consider the preceding, we will be happy to discuss any questions that you may have. Amec Foster Wheeler appreciates this opportunity to be of service to CDM Smith.

Yours truly,
Amec Foster Wheeler

A handwritten signature in blue ink, appearing to read "Nathan Long".

Nathan Long, P.E., P.G.
Geotechnical Engineer

Reviewed By:

A handwritten signature in blue ink, appearing to read "Mario Glorioso".

Mario Glorioso, P.E.
Geotechnical Branch Manager

Enclosed: Services Agreement
 Standard Labor Rate Schedule