

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR SR96W MULTIUSE TRAIL PROJECT
COF Contract No. 2016-0325**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2018, by and between the **City of Franklin, Tennessee** ("City") and **Alfred Benesch and Company** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled SR96W Multiuse Trail (Vera Valley Dr. to 5th Ave North), November 8, 2016; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a fee of One Hundred Twenty-One Thousand Three Hundred Eleven and No/100 Dollars (\$121,311.00), as authorized by the City Engineer and as detailed in the Scope of Services and Fee Schedule; 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 ("Attachment A"), dated March 16, 2018, for an increase in engineering services in the not-to-exceed amount of **Forty-Six Thousand Two Hundred Twenty-Six and 50/100 Dollars (\$46,226.50)**; 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 March 16, 2018, 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 in an amount not-to-exceed **Forty-Six Thousand Two Hundred Twenty-Six and 50/100 Dollars (\$46,226.50)**.

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 November 8, 2016, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

ALFRED BENESCH AND COMPANY

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



Alfred Benesch & Company
8 Cadillac Drive, Suite 250
Brentwood, Tennessee 37027
www.benesch.com
P 615-370-6079
F 615-627-4066

March 16, 2018

Mr. H. Gupta Borra, PE
City of Franklin
109 Third Avenue South, Suite 142
Franklin, TN 37064

RE: Supplemental Scope and Man-day Estimate to Provide Engineering Services
For SR 96 West Multi-Use Path from Vera Valley Road
To 5th Avenue North in Downtown Franklin, TN

Dear Mr. Borra:

As requested we have completed a scope and man-day estimate to provide additional professional engineering services for the above named project, we appreciate the opportunity to submit information. The additional scope of work items are detailed as follows:

1. Utility Coordination
 - a. Notify in writing all utility companies (60-day response time).
 - b. 2nd Notice to all non-responsive utility companies (10-day response time).
 - c. Issue Preliminary Plans and solicit comments (2 possible utility meetings).
 - d. Issue ROW plans and timeline for relocation plans submittals.
 - e. Review and approve relocation plans.
 - f. Coordinate any contracts between the City and Utility.
 - g. Package information for submittal to TDOT for Utility Coordination Conformance.
2. Relocation design of 1500 LF of 8" City of Franklin water main.
3. Relocation design of City of Franklin Sanitary Sewer Conflicts.
4. Upgrade and redesign for pedestrian signals and signal loops at Boyd Mill Avenue.
5. Upgrade and redesign of pedestrian signals and signal loops at 11th Avenue North.
6. Realignment of path along Freedom Intermediate School due to recent reconstruction of the school's playground.
7. NEPA Supplemental Service (Griggs and Maloney).
 - a. See the attached letter from Steve Maloney
8. Survey Services (Civic Engineering and IT, Inc.)
 - a. Civic will provide surveying services to field stake Existing and Proposed right-of-way One (1) Time along the north side of Highway 96 between Vera Valley Drive and 5th Avenue North in Franklin, TN.
 - b. Wooden stakes will be placed at property lines (22 Tracts), right-of-way breaks, beginning and end of curves and intermediate curve points as necessary.

Recipient
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- c. Perform Topographic Survey for a newly constructed playground area on the Freedom Intermediate School property north of the existing sidewalk.
- d. Electronic data for the Topographic Survey will be provided in ASCII and Microstation/Geopak formats.
- e. Civic will not be responsible for contacting property owners.

Based on the above scope of additional services please find the attached estimate for a total supplement amount of \$46,226.50.

If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Thomas M. Clinard, P.E.".

Thomas M. Clinard
Senior Vice President



P.O. Box 2968
 Murfreesboro, TN 37133-2968
 (615) 895-8221
 Fax: (615) 895-0632

March 7, 2018

Mr. Sammie McCoy
 Alfred Benesch & Company
 Creekside Crossing
 1118 Cadillac Drive, Suite 250
 Brentwood, Tennessee 37027

**RE: ADDITIONAL TIME/EXPENSE CHARGES FOR SR 96W MULTI-USE TRAIL
 FRANKLIN, TENNESSEE**

Dear Mr. McCoy:

I have presented below additional charges relative to the SR 96W Multi-Use Trail. As of now, we are \$5,952.60 over our original estimate due the City of Franklin wanting to adjust the alignment after the NEPA documentation was submitted and working with Katie McKeel (TDOT) to amend the submittal, then the additional time from TDOT's delays beginning in late April/early May when it was discovered that Katie McKeel had left and the project was in "no man's land." Work carried on through the discussions of the ROW changes, to working with the new TDOT project manager (Jacob Van Buer), and then finally to TDOT's decision that re-coordination was necessary. Working through this process with Mr. Van Buer also resulted in additional charges while preparing the Streamlined Documentation Checklist (SDC).

NEPA Documentation Adjustment/Amendments/Streamlined Documentation Checklist

Steve Maloney	<i>Principal</i>	15 hours	@ \$190/Hr. =	\$2,850.00
Kerry Given	<i>Environmental Scientist</i>	22 Hours	@ \$100/Hr. =	\$2,200.00
Dinah Moore	<i>Draftsperson</i>	4 Hours	@ \$80/Hr. =	\$320.00
Deidre Alexander	<i>Secretary</i>	9 Hours	@ \$55/Hr. =	\$495.00
			Subtotal	\$5,865.00
Expenses, Mileage		146 miles	@ \$0.60/mile =	\$87.60
			TOTAL	\$5,952.60

These additional charges were necessary to complete the NEPA documentation for the project. If you have any questions, please advise.

Sincerely,

GRIGGS & MALONEY, INC.

Steve Maloney
 President



CITY OF FRANKLIN

MANDAY ESTIMATE AND FEE PROPOSAL

For Survey and Design

SR 96 West Multi-use Path

From 5th Ave. to Vera Valley Drive

Williamson County

General Comments:
Additional Services Fee Proposal for adding a 10' multi-use path along one side or the route.

Alfred Benesch & Company
Thomas M. Clinard, PE
8 Cadillac Dr, Suite 250 Brentwood, TN
tclinard@benesch.com

Prepared By:
S. McCoy, PE

Date prepared:
3/8/2018

DESIGN MANDAY ESTIMATE



ROUTE: SR 96 West Multi-use Path
DESCRIPTION: From 5th Ave. to Vera Valley Drive
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/8/2018

DESIGN TASKS	
1 Utility Coordination	15.0 MANDAYS
2 Waterline Design	15.0 MANDAYS
3 Sewer Design	6.0 MANDAYS
4 Pedestrian Signal Design at Boyd Mill	4.0 MANDAYS
5 Pedestrian Signal Design at 11th Avenue North	4.0 MANDAYS
6 Realignment of Path at Freedom Intermediate School	3.0 MANDAYS
TOTAL DESIGN MANDAYS	47.0 MANDAYS

Remove X to display instructions.

LABOR RATES

ROUTE: SR 96 West Multi-use Path
DESCRIPTION: From 5th Ave. to Vera Valley Drive
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/8/2018



PERSONNEL	MANDAY RATE
PROJECT MANAGER II (\$128/hr)	\$ 1,024.00
PROJECT ENGINEER II (\$108/hr)	\$ 864.00
PROJECT ENGINEER I (\$92/hr)	\$ 736.00
DESIGNER II (\$78/hr)	\$ 624.00
DESIGNER I (\$72/hr)	\$ 576.00

TOTAL MANDAYS	47.00 M.D.
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PERCENTAGE OF TOTAL PROJECT	
PRELIMINARY PLANS	0.0 %
RIGHT-OF-WAY PLANS	0.0 %
CONSTRUCTION PLANS	100.0 %
TOTAL PROJECT	100.0 %

PRELIMINARY PLANS		0.0 % OF TOTAL PROJECT	
		MANDAYS	LABOR COSTS
PROJECT MANAGER II	4.0 % PREL. PLANS	0.0 M.D.	\$ -
PROJECT ENGINEER II	16.0 % PREL. PLANS	0.0 M.D.	\$ -
PROJECT ENGINEER I	30.0 % PREL. PLANS	0.0 M.D.	\$ -
DESIGNER II	30.0 % PREL. PLANS	0.0 M.D.	\$ -
DESIGNER I	20.0 % PREL. PLANS	0.0 M.D.	\$ -
100.0 %			
TOTALS PRELIMINARY PLANS		0.0 M.D.	\$ -
RIGHT-OF-WAY PLANS		0.0 % OF TOTAL PROJECT	
		MANDAYS	LABOR COSTS
PROJECT MANAGER II	4.0 % R.O.W. PLANS	0.0 M.D.	\$ -
PROJECT ENGINEER II	16.0 % R.O.W. PLANS	0.0 M.D.	\$ -
PROJECT ENGINEER I	20.0 % R.O.W. PLANS	0.0 M.D.	\$ -
DESIGNER II	30.0 % R.O.W. PLANS	0.0 M.D.	\$ -
DESIGNER I	30.0 % R.O.W. PLANS	0.0 M.D.	\$ -
100.0 %			
TOTALS RIGHT-OF-WAY PLANS		0.0 M.D.	\$ -
CONSTRUCTION PLANS		100.0 % OF TOTAL PROJECT	
		MANDAYS	LABOR COSTS
PROJECT MANAGER II	4.0 % CONST. PLANS	1.9 M.D.	\$ 1,945.60
PROJECT ENGINEER II	16.0 % CONST. PLANS	7.5 M.D.	\$ 6,480.00
PROJECT ENGINEER I	20.0 % CONST. PLANS	9.4 M.D.	\$ 6,918.40
DESIGNER II	30.0 % CONST. PLANS	14.1 M.D.	\$ 8,798.40
DESIGNER I	30.0 % CONST. PLANS	14.1 M.D.	\$ 8,121.60
100.0 %			
TOTAL MANDAYS CONSTRUCTION PLANS		47.0 M.D.	\$ 32,264.00
TOTAL LABOR COSTS			\$ 32,264.00

Remove X to display instructions.



DESIGN DIRECT EXPENSES

ROUTE: SR 96 West Multi-use Path
 DESCRIPTION: From 5th Ave. to Vera Valley Drive
 COUNTY: Williamson
 CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/8/2018

			Item Subtotal	Item Total Cost
Reproduction Costs:				
Item Description	Number / Unit	Unit Price		
Photo-copies	0	\$ 0.10	\$ -	
Full size bond	0	\$ 1.00	\$ -	
Half size bond	0	\$ 1.00	\$ -	
Full size vellum	0	\$ 3.00	\$ -	
Half size vellum	0	\$ 10.00	\$ -	
Color Printing	0	\$ 0.73	\$ -	\$ -
Travel:				
	Number of Trips	No. of Miles/No. of People	RATE *	
Per Diem (75%)			\$ 0.00 Per Day	\$ -
Per Diem			\$ 0.00 Per Day	\$ -
Transportation		X 70.00 Miles X	\$ 0.55 Per Day	\$ -
Lodging			\$ 0.00 Per Person	\$ -
Other Expenses:				
Sub-Consultants			Unit Price	
Griggs and Maloney, Inc. (NEPA Supplemental Services)			\$ 5,952.50	\$ 5,952.50
Civic Engineering and IT, Inc. (ROW Staking)			\$ 8,010.00	\$ 8,010.00
				\$ -
				\$ 13,962.50
TOTAL DIRECT EXPENSES				\$ 13,962.50

DIRECT EXPENSES PRELIMINARY PLANS	
DIRECT EXPENSES ROW PLANS	\$ -
DIRECT EXPENSES CONSTRUCTION PLANS	\$ 13,962.50

FEE PROPOSAL

FEE PROPOSAL

ROUTE: SR 96 West Multi-use Path
 DESCRIPTION: From 5th Ave. to Vera Valley Drive
 COUNTY: Williamson
 CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 3/8/2018



Preliminary Design			
Labor	=	\$	-
Direct Expense	=	\$	-
Total Preliminary Plans	=	\$	-

Right-of-Way Design			
Labor	=	\$	-
Direct Expense	=	\$	-
Total Right-of-Way Plans	=	\$	-

Construction Design			
Labor	=	\$	32,264.00
Direct Expense	=	\$	13,962.50
Total Construction Plans	=	\$	46,226.50

Totals			
Labor	=	\$	32,264.00
Direct Expense	=	\$	13,962.50
Total Project	=	\$	46,226.50

Total Not to Exceed:	\$	46,226.50
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