

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE CITY OF FRANKLIN STREET LIGHTING
STANDARDS PROJECT
COF Contract No. 2015-0284**

THIS AMENDMENT is made and entered into on this the____day of _____, 2016, by and between the **City of Franklin, Tennessee** ("City") and Barge Waggoner Sumner and Cannon, Inc. ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Development of Street Lighting Standards, dated the 8th day of September 2015; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a Lump Sum Fee in the amount of FORTY THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$43,500.00), as authorized by the City Engineer; and

WHEREAS, the City realized the need for additional work for the Project not originally included within the initial professional services agreement; and

WHEREAS, the Consultant has provided a proposal for an increase in engineering services, as described in Attachment A, dated December 18, 2015, for a Lump Sum Fee of **FOURTEEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$14,700.00)**; 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 18, 2015, 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 Exhibit A for a Lump Sum Fee in the amount of **FOURTEEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$14,700.00).**

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 September 8, 2015, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

**BARGE WAGGONER SUMNER
AND CANNON, INC.**

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney

December 18, 2015

Mr. Paul Holzen, PE
City Engineer
City of Franklin
109 3rd Avenue North
Franklin, TN 37064

**RE: Development of Street Lighting Standards for the City of Franklin, TN
BWSC Project No. 3621600**

Subject: Additional Scope of Work and Compensation

Dear Paul:

I am writing to provide information with regard to Barge Waggoner Sumner and Cannon, Inc. (BWSC) providing additional engineering services for the above referenced project. Following is a description of our understanding of the additional project scope of services and compensation thereof:

ADDITIONAL PROJECT SCOPE OF SERVICES UNDERSTANDING

The City of Franklin (COF) has determined that three examples of lighting of an existing residential neighborhood need to be created. These examples will be first for the lighting as it is currently configured, second for lighting if a prescriptive method of locating light fixtures is prescribed, and third for lighting designed based on IES RP-8-14.

The City of Franklin has also asked that BWSC provide up to eight (8) hours of training of COF personnel on how to interpret the lighting design submittals that will be required by the completed *Franklin Transportation & Street Technical Standards Document* (the standard).

ADDITIONAL SCOPE OF WORK

BWSC proposes the following Scope of Services based on the project additional services noted above.

Additional Task 1 – Examples of Lighting Design Results

BWSC will utilize the GIS data and original construction plans (for existing light fixture types and locations) provided by the COF for a portion of an existing neighborhood block. BWSC will create three separate lighting layouts. The first is to match the existing lighting installation, the second will be based on a prescriptive layout, and the third will be based on the Illuminating Engineering Society of North America (IES) RP-8-14 document. This will include the creation of background files for the roadway from the GIS files. The layout will not include coordination with underground./overhead utilities, culverts, or power distribution as the layouts are only for example and normal design process may have eliminated the conflicts with lighting taking precedence.

Additional Task 2 – Training for Review of Lighting Designs

BWSC will provide up to eight (8) hours of training on the process of reviewing of lighting design submittals required by the standard. This may be broken down to three separate sessions.

Additional Task 3 – Additional Review of Proposed Standard

The COF has indicated that the proposed changes to the standard will need to be reviewed by the Streets Department, Building and Management Services, and the Planning Commission. An additional submittal of the standard with proposed modifications, additional review meeting, and incorporation of needed modifications will be included as additional services.

COMPENSATION

Compensation for the services described is as follows:

Task	Description	Fee Type	Fee
1	Examples of Lighting Design Results for Existing Neighborhood Area		\$7,800
2	Training for Review of Lighting Design Submittals		\$2,700
3	Additional Review/Update of Proposed Modifications to Standard		\$4,200
4			
TOTAL		Lump Sum	\$14,700

Individual task amounts are shown for budgeting purposes only, amounts may be reallocated among tasks as needed.

EXCLUSIONS

The following excluded services can be provided as an additional service with an appropriate adjustment in fees:

- Surveying of existing roadways to create bases for lighting design program/output.
- Confirm conflicts with lighting fixture locations and existing conditions.
- Confirmation of existing conditions.

We appreciate the opportunity to continue to serve you on this project. If you have questions or need additional information please contact me.

Sincerely,
Barge Waggoner Sumner and Cannon, Inc.

Daniel J. Spann, P.E., PTOE
Vice President, Transportation Director

cc: Paul Harrington, BWSC
Jeff Weis, BWSC
Jack Kimbrough, BWSC
Ann Weis, BWSC
Paula Harris, BWSC