

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE FRANKLIN ROAD WIDENING PORJECT
COF Contract No. 2016-0353**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2016, by and between the **City of Franklin, Tennessee** ("City") and **Gresham Smith and Partners** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Franklin Road Widening Project, dated the 5 day of December 2016; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)** as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional engineering and survey 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 and surveying services, as described in Attachment A, for an amount not to exceed **TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000.00)**; 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 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 for an amount not to exceed **TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000.00)**.

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 December 5, 2016, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

Gresham Smith and Partners

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Kristen L. Corn, Assistant City Attorney



G R E S H A M
S M I T H A N D
P A R T N E R S

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Attachment A
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Scope of Work for Lynwood Way, Signals at Davenport and Moore's, Field Survey and Sidewalk addition

City of Franklin, Tennessee

Description of Engineering Services

The purpose of these services is to widen Lynwood Way to the Walgreen's entrance, modify the signal design at Moore's Lane/Lynwood Way, add a new signal at Davenport Boulevard and add concrete sidewalk along the west side of Franklin Road within the COF city limits. Survey will be required for the Lynwood Way widening.

We believe the following services to be provided by task as listed below will be necessary to meet the City of Franklin's requirements.

A. Perform Field Survey for Lynwood Way

In order to design the widening of Lynwood Way from Moore's Lane to the Walgreen's entrance, GS&P will need to perform field survey to supplement the current survey of Franklin Road. The items that will be necessary for this survey include:

- Collect all data with GEOPAK codes and process with GEOPAK (TDOT STANDARDS)
- No boundary line location.
- Datum based upon control points indicated on Project NH/STP-M6(83)
- Locate markings by Tennessee One Call

B. Traffic Signal Design Services

Traffic signal design services include signal design in conjunction with the intersection improvements including a signal timing plan for the intersections of Franklin Road/Moores Lane (in the City of Brentwood), and Franklin Road/Davenport Boulevard (in the City of Franklin) .

Signal plans will be prepared according to TDOT, City of Brentwood, and City of Franklin specifications and submitted for review at 70%, 90% and 100% plans completion. Signal design will include the following:

- Type and location of signal poles
- Signal head type and placement
- Pedestrian equipment type and placement
- Controller cabinet placement and type
- Detector design and placement
- Battery backup cabinet placement and type
- Emergency vehicle preemption placement and type
- Traffic signal interconnect design and placement
- Wiring diagram



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- Phasing diagram
- Signal timing plans
- Roadway marking and striping throughout the intersection
- Specifications/Construction notes

The signal coordination task consists of developing four (4) new coordinated traffic signal timing plans for the three (3) intersections on Franklin Road. The goal of this task is to provide a reduction in travel time and overall vehicle delay for the area. The following services are included:

- Collect eight hour turning movement counts at each intersection (Franklin Road/Davenport Blvd and Franklin Road/Moores Lane)
- Develop Synchro 8 simulation model of the existing signal system. This model will be the baseline used to document improvements made in travel time, queue lengths, levels of service and overall vehicular delay.
- Baseline models will be developed for each of the following periods:
 - Weekday AM Peak timing plan;
 - Weekday midday Peak timing plan;
 - Weekday PM Peak timing plan;
 - Weekday Off-Peak timing plan;
 - Local Controller Setting Development
 - GS&P will calculate and will develop values for the following local controller settings (Minimum vehicular green, yellow clearance interval, all-red clearance interval, pedestrian walk time, and pedestrian flashing don't walk time) in accordance with Institute of Transportation Engineer (ITE) recommendations.
- Cycle Length Evaluation
 - Using Synchro, GS&P will evaluate the required cycle length for the two signals using coordination factors and operational observations at each signal.
- Cycle, Split, Offset and Phase Sequence Development
 - After the cycle lengths for each plan are selected, each intersection will be evaluated to find the optimal phase splits for each phased movement. The optimum offsets will be determined in an attempt to maximize the arterial bandwidth and minimize delay. SimTraffic will be used to observe system operation.
- Time-of-Day Schedule Development
 - Using the data collected, GS&P will develop a Time-of-Day and Day-of-Week schedule for each intersection. The schedule will ensure the optimal cycle split and offset are running at the times needed.



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- Comparison to Baseline
 - The resulting models will be compared to the baseline model and improvements will be documented in Excel formatted spreadsheets.
- Development and testing of signal timing plans
 - GS&P will develop the timing plans and test them prior to implementation by the City of Franklin engineering staff
 - GS&P will develop the timing plans and test them prior implementation by GS&P and the City of Brentwood

C. Add sidewalk to west side of Franklin Road within COF City Limits

The City of Franklin is requesting that the graded space behind the curb on the West side of Franklin Road from the beginning of the project to the Moore’s Lane intersection, include a 5’ concrete sidewalk. This is approximately 1500’ of additional sidewalk. GS&P will update the cross sections, proposed layout, typical sections and quantities accordingly.

Lynwood Way shall be curb and gutter.

D. Widen Lynwood Way from Moore’s Lane to the Walgreen’s Driveway

The City of Franklin is requesting that Lynwood Way be widened to 5-lanes, from the intersection with Franklin Road to the Walgreen’s Driveway. This is approximately 650’ of new alignment that will need to be added to the project. This will include new plan sheets, new profile, new typical sections, new drainage design, quantities calculations and all other tasks necessary to fully design and include this in the Franklin Road TDOT Construction plans.

Deliverable

Electronic plans submittal

Phase 2	<ul style="list-style-type: none"> • Final Design • Final Signal Design 	\$27,000.00
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Services not included in the scope of work include:

- Geotechnical services
- Additional data collection (counts)
- NEPA Assessments and Documentation
- Signal warrant studies
- Utility Relocation Design Services and Plans
- Right-of-way or easement acquisition, exhibits, descriptions or other related services
- Post Design or 'on call' services after project work has been accepted and completed
- Retaining wall design
- Permit preparation and fees
- Lighting design