

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN OF INTERSECTION IMPROVEMENTS AT THE
MCEWEN DRIVE INTERCHANGE WITH I-65
COF Contract No. 2018-0062**

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 & COMPANY** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Design of Intersection Improvements at the McEwen Drive Interchange with I-65 ("Project"), dated the 8TH day of May 2018; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a Not-to-Exceed fee of Twenty-Eight Thousand Three Hundred Sixty-Five and 60/100 Dollars (\$28,365.60), as authorized by the City Engineer and as detailed in the 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 November 15, 2018, for an increase in engineering services in the amount Not-to-Exceed **THIRTY-FIVE THOUSAND FIFTEEN AND 20/100 DOLLARS (\$35,015.20)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an Amendment to the 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 shown in their November 15, 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 the amount Not-to-Exceed **THIRTY-FIVE THOUSAND FIFTEEN AND 20/100 DOLLARS (\$35,015.20)**.

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 May 8, 2018, are unchanged and remain in full force and effect.

(See page 3 for signatures)

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

ALFRED BENESCH & 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

November 15, 2018

Mr. Jonathan Marston, 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 McEwen Drive WB ramp to I-65 Southbound
Franklin, TN

Dear Mr. Marston:

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. Additional Survey Services – Field Work – (HMB Professional Engineers, Inc (formerly Adams and Company Survey))
 - a. Provide additional field survey as listed below for eastbound McEwen Drive including the right turn lanes of southbound I-65. The area will begin at the ramp area and continue through the access drive intersection approximately 900 feet west of the interchange. No property line data will be collected except existing right-of-way markers and the location of the existing McEwen Drive right-of-way line along the southwest quadrant of the interchange beginning at the Access Drive.
 - b. Research utilities and show utilities marked in the field within the limits of the survey.
 - c. Locate stop bar, longitudinal stripes, cross walks and turn arrows east of I-65 on McEwen Dr.
 - d. Detailed pavement breaks every 50' throughout the limits of the survey.
 - e. Include top of curb.
 - f. Locate ROW pins and markers.
 - g. Pickup the end of bridge joint.
 - h. Survey will be provided in the State Plane Coordinate System and will tie to the previous survey of this area.
 - i. Electronic data for the Topographic Survey will be provided in ASCII and Microstation/Geopak formats.
 - j. HMB will not be responsible for contracting property owners.
2. Roadway Design
 - a. Process additional survey based on files provided by HMB.
 - b. Develop plans to add a second right turn lane for eastbound McEwen Drive to southbound I-65. Proposed option to include:
 - i. Conversion of existing thru lane to a right/thru-lane for southbound I-65 on-ramp.
 - ii. Relocation of existing bike lane onto the proposed multi-use path.
 - iii. Relocation of existing light poles in conflict with proposed multi-use path.



- iv. Replanting of trees in conflict with proposed multi-use path. Trees to be selected by the City.
- v. The proposed multi-use path will include the widening of the existing sidewalk from the Access Drive thru the southbound on-ramps of I-65.
- vi. Design of new signing and pavement markings for the proposed configuration of the eastbound to southbound on-ramp movements.
- vii. Analysis and modification of the existing drainage system along within the additional survey limits for the purpose of maintaining the existing flow paths.
- viii. Design of additional erosion control measures.
- ix. Design of additional traffic control measures.

The scope and fee for Traffic Signal design services is provided separately within this document.

For clarification and information, the following services are specifically not included as part of the SCOPE OF SERVICES as previously described but can be added via a revised scope if deemed necessary by the City: Transportation Planning Report (TPR), traffic counts or analysis, utility design or relocation plan development, lighting design, right-of-way negotiation/acquisition services, offsite analysis of the existing drainage system, flood studies, mitigation design, pavement design, Construction Engineering and Inspection (CEI) to TDOT standards, advertisement of bid, printing of City review plans or bid documents, and landscape design. Additional project specific items are listed as follows:

- Widening of the SB on-ramp to 3 lanes or modifications to the ramp merge with I-65 is not included.
- Modifications to any other ramps or striping other than the areas described above is not included.
- Less than 1 acre of disturbance is anticipated; therefore, an NPDES Permit will not be required

Based on the above scope of additional services please find the attached estimate for a total supplement amount of \$35,015.20.

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

Sincerely,

A handwritten signature in blue ink that reads "Sammie McCoy".

Sammie McCoy, PE
Vice President



CITY OF FRANKLIN

MANDAY ESTIMATE AND FEE PROPOSAL

For Survey and Design

McEwen Drive at I-65

EB/WB McEwen Ramp to I-65

Williamson County

General Comments:

Additional Services Fee Proposal to develop a plan for duel right turn lanes from EB McEwen Drive to SB I-65 and the additional signal for the NB Off Ramp to EB McEwen Drive

Alfred Benesch & Company

Sammie McCoy, PE

8 Cadillac Dr, Suite 250 Brentwood, TN
tclinard@benesch.com

Prepared By:

S. McCoy, PE

Date prepared:

11/15/2018

DESIGN MANDAY ESTIMATE



ROUTE: McEwen Drive at I-65
DESCRIPTION: EB/WB McEwen Ramp to I-65
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 11/15/2018

DESIGN TASKS	
1 Survey Office Work	1.5 MANDAYS
2 Develop dual right turn lane to SB-I65	1.5 MANDAYS
3 Covert existing sidewalk to multi-use path	1.5 MANDAYS
4 Covert ADA Curb Ramp Transitions for Multi-Use Path	1.0 MANDAYS
5 Analysis and modification of existing drainage system	5.0 MANDAYS
6 Additional Work to Develop Design Plans	7.0 MANDAYS
7 Develop Exhibit for BOMA	1.0 MANDAYS
8 Additional City and State Coordination	1.5 MANDAYS
9 Coordination with Signal Consultant	3.0 MANDAYS
TOTAL DESIGN MANDAYS	23.0 MANDAYS

Remove X to display instructions.

LABOR RATES



ROUTE: McEwen Drive at I-65
DESCRIPTION: EB/WB McEwen Ramp to I-65
COUNTY: Williamson
CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 11/15/2018

PERSONNEL	MANDAY RATE
SR. PROJECT MANAGER (\$180/hr)	\$ 1,440.00
PROJECT MANAGER II (\$126/hr)	\$ 1,008.00
PROJECT ENGINEER II (\$112/hr)	\$ 896.00
PROJECT ENGINEER I (\$98/hr)	\$ 784.00
DESIGNER II (\$84/hr)	\$ 672.00
TOTAL MANDAYS	23.00 M.D.

PERCENTAGE OF TOTAL PROJECT	
PRELIMINARY PLANS	0.0 %
RIGHT-OF-WAY PLANS	0.0 %
CONSTRUCTION PLANS	100.0 %
TOTAL PROJECT	100.0 %

CONSTRUCTION PLANS		100.0 % OF TOTAL PROJECT	
		MANDAYS	LABOR COSTS
SR. PROJECT MANAGER	6.0 % CONST. PLANS	1.4 M.D.	\$ 2,016.00
PROJECT MANAGER II	14.0 % CONST. PLANS	3.2 M.D.	\$ 3,225.60
PROJECT ENGINEER II	45.0 % CONST. PLANS	10.4 M.D.	\$ 9,318.40
PROJECT ENGINEER I	15.0 % CONST. PLANS	3.5 M.D.	\$ 2,744.00
DESIGNER II	20.0 % CONST. PLANS	4.6 M.D.	\$ 3,091.20
100.0 %			
TOTAL MANDAYS CONSTRUCTION PLANS		23.0 M.D.	\$ 20,395.20
TOTAL LABOR COSTS			\$ 20,395.20

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Amendment No. 1 to COF Contract No. 2018-0062
Attachment A



DESIGN DIRECT EXPENSES

ROUTE: McEwen Drive at I-65
 DESCRIPTION: EB/WB McEwen Ramp to I-65
 COUNTY: Williamson
 CONSULTANT: Alfred Benesch & Company
 Prepared By: S. McCoy, PE
 Date Prepared: 11/15/2018

			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	
HMB Professional Engineers, Inc. (Survey)			\$ 2,720.00	\$ 2,720.00
The Corradino Group (Traffic Signal Plans)			\$ 11,900.00	\$ 11,900.00
				\$ -
				\$ 14,620.00
TOTAL DIRECT EXPENSES				\$ 14,620.00

DIRECT EXPENSES PRELIMINARY PLANS	
DIRECT EXPENSES ROW PLANS	\$ -
DIRECT EXPENSES CONSTRUCTION PLANS	\$ 14,620.00

November 15, 2018

Sammie E. McCoy, PE
Vice President – Tennessee Division Manager
Alfred Benesch & Company
8 Cadillac Drive, Suite 250
Brentwood, TN 37027

RE: TRAFFIC SIGNAL MODIFICATION FOR MCEWEN DRIVE AND INTERSTATE 65 RAMPS

Dear Mr. McCoy:

I am writing this letter to outline the scope of services and compensation associated with The Corradino Group (Corradino) preparing traffic signal modification plans for the intersection of McEwen Drive with Interstate 65 ramps in Franklin, Williamson County, Tennessee. This proposal is based on the information provided in your email on October 5, 2018 and additional information obtained from Brian Ralstin.

SCOPE OF SERVICES

Our role will be to serve as the traffic consultant for the project team for the intersection modifications. Our proposed scope of services is detailed below:

Task 1 – Project Management

Project management is a continuous task that will be performed for the duration of this contract. Each month during the contract, Corradino will prepare and submit a monthly invoice and status report covering work progress and contract fulfillment.

Once the project is underway, Corradino will provide monthly status reports to Alfred Benesch & Company (Benesch) Project Manager (PM) and conduct progress meetings, as necessary.

Task 2 – Traffic Signal Modification

Benesch shall provide the base survey and base roadway/multiuse path design plan files to be used for the traffic signal design. Corradino will coordinate with the City Traffic Engineering staff to verify the specifics for type of traffic signal equipment desired for the intersection.

The scope of services includes the modification to the existing traffic signal to accommodate an eastbound dual right turn lane from McEwen Drive onto Interstate 65 southbound on-ramp; the westbound dual left turn lane from McEwen Drive onto Interstate 65 southbound on-ramp; and modifications to the pedestrian crossing location in the southwest quadrant of the intersection. The layout will include mast arm poles; pedestal poles; traffic signal heads; advance flashers; pedestrian signal heads; pedestrian push buttons; detection; conduit; and wiring.

Letter Agreement
McEwen Drive at Interstate 65 Ramps – Signal Modification
November 15, 2018
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Additionally, Corradino will provide a modification plan sheets(s) for the northbound Interstate 65 off-ramp to eastbound McEwen Drive right turn lane. This modification will include a review of mast arm pole versus a pedestal pole mounted configuration; traffic signal heads; conduit; and wiring. NOTE: The design layout for this portion of the intersection will be completed utilizing the City’s GIS as base mapping.

The traffic signal modification and preparation of the plans shall be in accordance with City of Franklin Standards; TDOT Design Guidelines and Standard Specifications; AASHTO Green Book; and latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). Corradino will complete the following plan sheets to be included with the overall design package prepared by Benesch:

- Traffic signal notes and any special details;
- Estimated quantities
- Traffic signal layout
- Wiring diagram
- Traffic signal phasing

Also, Corradino will prepare an Engineer’s Opinion of Probable Cost based on the finalized traffic signal design.

NOTE: *This scope of services does not include geotechnical investigation; structural design; roadway lighting design; and construction engineering and inspection (CEI). If desired, Corradino can provide scope of services and proposed fee for any of these services.*

SCHEDULE

We understand time is of the essence with development submittals, therefore Corradino will begin work immediately upon receipt of a signed agreement and will coordinate official submittal deadlines with Benesch.

COMPENSATION

Contract price for the work specified above is as follows:

TASK NO.	DESCRIPTION OF WORK	FEE
1-2	Signal Design	\$11,900.00
	TOTAL	\$11,900.00

All work performed will be billed on a lump sum basis based on percent complete. Payment for work specified above will be required within 30 days of receipt of the invoice for the work. Reimbursable costs such as printing, overnight mailing, and travel will be billed direct.

Letter Agreement
McEwen Drive at Interstate 65 Ramps – Signal Modification
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ADDITIONAL SERVICES

Any work, other than the scope of services outlined herein, shall be designated “Additional Services.” At such time that it is determined that these additional services are required, Corradino reserves the right to amend this proposal or execute a separate agreement that will provide such services. Services desired by the client, but not specifically outlined herein, can be provided on an hourly basis in accordance with Corradino’s standard hourly rates.

TERMS AND CONDITIONS

The Corradino Group, Inc. proposes to provide the scope of services outlined herein in accordance with the attached Terms and Conditions, which are an integral part of this agreement.

I look forward to the opportunity to work with you on this project. If you have any questions, or if you need any additional information, please contact me.

If these terms are acceptable to you, please sign and date below, then return one signed copy.

Sincerely,
THE CORRADINO GROUP, INC.

Gerald G. Bolden, PE, PTOE
Vice President

~~ACCEPTED BY:~~

Signature

Printed Name and Title

Client Name

Date