

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR MACK HATCHER PARKWAY EXTENSION WATER &  
SANITARY SEWER RELOCATIONS PROJECT  
COF Contract No. 2011-0076**

**THIS AMENDMENT** is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **City of Franklin, Tennessee** ("City") and **Smith Seckman Reid, Inc. (SSR)** ("Consultant").

**WITNESSETH:**

**WHEREAS**, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Mack Hatcher Parkway Extension Water & Sanitary Sewer Relocations, dated the 10<sup>th</sup> day of May 2011; and

**WHEREAS**, said Agreement stipulated that the Consultant would be paid a not to exceed fee of Eighty-Five Thousand and No/100 Dollars (\$85,000.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

**WHEREAS**, the Tennessee Department of Transportation has requested additional changes to the Mack Hatcher Parkway Extension Project; 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 for an increase in engineering services, as described in Exhibit A dated May 12, 2017, in the amount of **THIRTY-FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$35,400.00)**; 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 May 12, 2017, letter of proposal (**Exhibit 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 an amount not to exceed **THIRTY-FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$35,400.00)**.

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 May 10, 2011, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

**The CITY OF FRANKLIN, TENNESSEE**

**Smith Seckman Reid, Inc.**

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

May 12, 2017

Mr. Paul Holzen, P.E.  
Engineering Director  
City of Franklin, Tennessee  
109 Third Avenue South  
Franklin, TN 37064

RE: **CITY OF FRANKLIN, TENNESSEE**  
**Mack Hatcher Parkway Water and Sewer Plans Update**  
**TDOT State Project No. 94092-2226-14**  
**SSR No. 17-41-009.0**

Dear Mr. Holzen:

As you requested, we are pleased to provide a proposal for engineering services in order to update our original water and sewer plans for the TDOT S.R. 397 Mack Hatcher Parkway project. This design was completed and submitted to the City and TDOT in May of 2012.

The engineering design will involve the preparation of Construction Drawings suitable for bidding purposes. It is our understanding that Specifications will be not be required for this project as the water and sewer will be constructed according the City's State Approved specifications. The appropriate sections will be included with our TDOT submittal. SSR will utilize CDM's most recent ROW plans to update both water and sewer infrastructure. The bulk of this work will focus on the intersection of Hillsboro Road & Mack Hatcher Parkway and areas where roundabouts were removed from the original design. General TDEC approval is included in our design services but the actual plans review approval fee will be passed on to the City at cost. All other permit applications for Tennessee Department of Environment and Conservation and Tennessee Department of Transportation are excluded from our design services. Our services will also include the preparation of up to six (6) easement documents.

We propose to provide the services described above on an hourly basis with a not to exceed limit of **\$35,400.00**. Our hourly rate schedule is included as an attachment to this letter. Easement descriptions and exhibits will be delivered to the City as soon as possible for acquisition. Updated Construction Drawings and TDOT Forms will be submitted according to TDOT's December 2017 letting date. Should the project schedule exceed the anticipated timeframe, or the project warrant additional time above these maximums, we will re-visit the limits as necessary.

As with any streetscape project, construction coordination will be very important in the installation of all the utilities along the project route. When it appears the project is moving forward with construction and

if requested by the City, Smith Seckman Reid will provide a separate proposal for Construction Administration Services for the water and sewer work. If the City is in agreement with the terms of this proposal, we will then execute a formal agreement with the City. If you have any questions or concerns regarding this proposal, please do not hesitate to call me at (615)460-0543.

Sincerely,

**SMITH SECKMAN REID, INC.**

A handwritten signature in black ink, appearing to read "Paolo Fonda". The signature is stylized with a large, looped "P" and a cursive "Fonda".

Paolo M. Fonda, P.E.

Attachments

Cc: ATJ, File (1)

# Hourly Rates

*Smith Seckman Reid, Inc.*

<b>Position</b>	<b>Proposed Rate</b>
Principal	\$ 200.00
Senior Project Manager	\$ 175.00
Project Manager	\$ 160.00
Senior Engineer II	\$ 150.00
Senior Engineer I	\$ 140.00
Engineer II	\$ 120.00
Engineer I	\$ 110.00
Engineer Intern	\$ 85.00
Senior Designer II	\$ 130.00
Senior Designer I	\$ 115.00
Designer II	\$ 95.00
Designer I	\$ 75.00
Clerical	\$ 75.00