

**AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR FRANKLIN ROAD CORRIDOR IMPROVEMENTS, HARPETH RIVER BRIDGE TO HARPETH  
INDUSTRIAL COURT, PROJECT  
COF Contract No. 2014-0209**

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

**WITNESSETH:**

**WHEREAS**, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Franklin Road Corridor Improvements, Harpeth River Bridge to Harpeth Industrial Court - Final Plans and Specifications, dated the 14<sup>th</sup> day of October 2014; and

**WHEREAS**, said Agreement stipulated that the Consultant would be paid a not to exceed fee of ONE HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$136,400.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

**WHEREAS**, on February 9, 2016, the Board of Mayor and Aldermen approved Amendment No. 1 to the Professional Services Agreement with the Consultant for additional LED street lighting design work in the amount of THREE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$3,700.00); and

**WHEREAS**, the City and Consultant acknowledge 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 10, 2017, in the amount of **SIXTY-FIVE THOUSAND FIVE HUNDRED NINETY AND NO/100 DOLLARS (\$65,590.00)**; 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 10, 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 **SIXTY-FIVE THOUSAND FIVE HUNDRED NINETY AND NO/100 DOLLARS (\$65,590.00)**.

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 October 14, 2014, and Amendment 1 dated February 9, 2016, are unchanged and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment.

**CITY OF FRANKLIN, TENNESSEE**

**CT CONSULTANTS 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 10, 2017  
Mr. William Banks

May 10, 2017

Mr. William Banks  
Staff Engineer  
City of Franklin, Tennessee  
109 3<sup>rd</sup> Avenue South  
Franklin, TN 37064

***Re: Franklin Corridor and Connector Streets Economic Development Project:  
Franklin Road  
Proposal for Amendment No. 2 to Professional Services Agreement for the  
Franklin Road Corridor Improvements, Harpeth River Bridge to Harpeth  
Industrial Court, Project COF Contract No. 2014-0209***

Dear William:

In follow-up to our recent discussions, I am submitting this updated proposal related to additional services for the Franklin Road project. This request is due to several factors, namely the additional overhead utilities that have been added along the Franklin Road corridor, the addition of box bridge structures, and the time that has elapsed since the Agreement was approved over two years ago. The additional services to be provided include:

***Update Final Plans and Specifications for Bidding:***

1. Update electrical plans to provide relocations of additional utilities along the corridor that were not included in previous agreements. These additional utilities are Level 3, Windstream, and Zayo Communications.
  - a. Revise plans to include underground conduits systems, details, schematic diagrams, pay items, quantities, and opinion of probable construction cost.
  - b. Coordinate with the utility companies to provide system plans that are sufficient for existing and future accommodations.
  - c. Coordinate design of additional utility accommodations with design for current utilities.
  - d. The electrical engineer shall perform one trip to the project site to coordinate final design revisions, and attend a utility coordination meeting.
2. Update electrical plans to meet current MTEMC standards
  - a. MTEMC to provide suggested revisions to current plans/current design standards based on new standards recently implemented on an adjacent completed project; update electrical plans accordingly.



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3. Update utility plans to accommodate most recent water line and sanitary sewer improvements provided by Smith Seckman Reid, Inc. (SSR).
4. Revise business signage design/details (2 business signs: Mapco and McCall's) to reflect requests by steering committee. Design subdivision entry identification sign for Harpeth Meadows (at Lancaster Dr.).
5. Submit plans to City, TDOT, and utilities for review; revise plans per comments and one resubmission for final approval.
6. Prepare updated opinion of probable construction costs.

*Update Final Plans to Incorporate USACE Box Bridge Structure Design:*

1. Revise applicable plans, including Demolition, Layout, Utility, Grading, and Conduit System to accommodate box bridge design. Box bridge structures are anticipated to consist of two side-by-side 10' x 18' box bridge structures. Structures to be TDOT standard reinforced concrete box bridge. Location and elevations of box bridge structures to be provided to CT by USACE through the City.
2. Revise retaining wall details to accommodate box bridge structures.
3. Prepare a road closure/detour plan related to installation of box bridge structures. It is anticipated that a fast track approach will be used for installation of box bridge structures, over a period of a few days, including a weekend. City will provide CT information on types of signs and locations; CT will show this information provided by the City on a plan.

*Revise Plans Based on Meetings/Easement Negotiations with Property Owners:*

1. Upon substantial completion of revised plans, the City will conduct meetings with each property owner to review proposed improvements and necessary easements. The City will document any changes that are required to the plans based on meetings with property owners, and provide this documentation to CT.
2. Revise plans to reflect changes documented by City during meetings/easement negotiations with property owners. Plan revisions are anticipated a result of City's meetings with property owners, such as relocation of equipment, layout of improvements, revised grading, and updating quantities.
3. Revise/update overall plan indicating temporary construction and permanent easements, including sanitary sewer and water line design performed by SSR. Revise/update acquisition tables to reflect final locations of easements.





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*Prepare Easement Exhibits and Legal Descriptions:*

1. Prepare easement exhibits for required properties indicating temporary construction easements and permanent easements.
2. Prepare legal descriptions for permanent easements.

*Fee Schedule:*

*Update Final Plans and Specifications for Bidding:* \$43,200

*Update Final Plans to Incorporate USACE Box Bridge Structure Design:* \$4,650

*Revise Plans Based on Meetings/Easement Negotiations with Property Owners:* \$10,000\*

\* To be invoiced hourly-not-to-exceed.

*Prepare Easement Exhibits and Legal Descriptions:*

a. Easement exhibits: \$35 per exhibit. Example 32 exhibits x \$35 = \$1,120\*\*

b. Legal descriptions: \$35 per legal description.  
Example 32 legal descriptions x \$35 = \$1,120\*\*

c. Additional legal descriptions on the same property:  
\$125 per additional legal description; Example 16 exhibits x \$125 = \$2,000

d. Prepare match line sheet or additional exhibit for larger parcels, if required:  
\$125 per match line or additional exhibit; Example 4 exhibits x \$125 = \$500

\*\*Indicates additional fee to the Professional Services Agreement dated October 14, 2014 (original agreement) due to wage increases since the original agreement was executed; the terms of the original agreement remain in effect.

*Additional trip/utility coordination meeting by electrical engineer, if required:* \$3,000



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*Notes:*

1. The above services do not include any improvements or modifications to the existing bridge crossing the Harpeth River.
2. It is the intent of the City to underground existing overhead utilities within the project area up to the north end of the bridge crossing the Harpeth River. The intent is that the underground utilities will transition from underground to overhead on riser poles before the bridge; the utilities will be aerial over the bridge, or otherwise routed overhead.
3. The City will be responsible for meeting and negotiating with property owners and obtaining signatures on easement/acquisition documents.
4. This proposal is based on the design and engineering per the plans titled "Franklin Corridor and Connector Streets Economic Development Project, Segment One- Franklin Road", as prepared by E.G. & G., Inc., dated April, 2014. If major revisions are requested that are inconsistent with these plans, additional fee may need to be negotiated.
5. Proposal anticipates that the project will be funded by the City. If other sources of funds are utilized, additional fee may need to be negotiated dependent upon the affect these other funding sources may have on the required formatting of plans and specifications, as well as other potential processes and procedures that may be required.
6. Additional services and trips beyond those described in the Scope of Services will be billed per attached Schedule of Wage Rates (Attachment 'A') and Reimbursable Expenses (Attachment 'B') or as otherwise negotiated.
7. It is currently anticipated that the design of new sanitary sewer and water lines will be designed to generally work with the current layout and engineering of the Franklin Road Plans dated April, 2014, including design of the storm sewer system. If significant changes are required to the plans due to the design/engineering of the sanitary sewers and water lines, fee for additional services will be negotiated.
8. Proposal does not include design, structural engineering, or preparation of specifications for box bridge structures; standard TDOT details will be used. USACE/City to provide size, location, and elevations of box bridge structures to CT for inclusion in plan set.
9. Proposal does not include design of road closure/detour plans related to installation of box bridge structures; it is anticipated that a fast track approach will be used for installation of box bridge structures, over a period of a few days, including a weekend. City will provide CT information on types of signs and locations; CT will show this information provided by the City on a plan.
10. Environmental and permitting services can be provided as additional services, if needed, upon request by the City.



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11. City to provide front end specifications for bidding of project.
12. Preparation of easement exhibits assumes 32 easement exhibits are required, however this quantity could vary depending on final locations of improvements, and based on City's negotiations with property owners.
13. Preparation of legal descriptions assumes 32 legal descriptions are required, however this quantity could vary depending on final locations of improvements, and based on City's negotiations with property owners.
14. This proposal does not include bidding services, including addenda preparation, tabulating and analyzing bids, review of bidder qualifications, making recommendation of award, attending pre-bid meeting, attending bid opening.
15. This proposal is valid for a period of 45 days from May 10, 2017.

Should you have any questions or comments, please do not hesitate to contact us.

Respectfully,

**CT CONSULTANTS, INC.**

Paul J. Roszak, RLA, ASLA, LEED GA  
Project Manager





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**ATTACHMENT A**

**CT Consultants, Inc. Hourly Rate Billing Schedule, Calendar Year 2016-17**

A schedule of hourly rates by personnel classification is provided as reference. The complexity of a task and/or project may or may not require special expertise; however, our schedule includes those employees with specialized skills available to assist with projects and tasks requested.

| <b><u>Employee Classification</u></b> | <b><u>Hourly Rate*</u></b> |
|---------------------------------------|----------------------------|
| Engineer Intern                       | \$ 30 - \$ 43              |
| Engineer 1 & 2                        | \$ 63 - \$122              |
| Project Engineer                      | \$ 81 - \$144              |
| Staff Engineer                        | \$ 85 - \$100              |
| Senior Engineer                       | \$106 - \$170              |
| Principal Engineer                    | \$137 - \$279              |
| Project Principal                     | \$184 - \$236              |
| Designer 2 & 3                        | \$ 59 - \$115              |
| Housing Rehab Specialist              | \$ 60 - \$ 83              |
| Housing Rehab Project Manager         | \$ 83 - \$ 95              |
| Senior Housing Rehab Project Manager  | \$ 95 - \$158              |
| Instrument Technician                 | \$ 47 - \$ 56              |
| Survey Field Tech                     | \$ 47 - \$ 54              |
| Survey Party Chief 1 & 2              | \$ 52 - \$105              |
| Survey Office Technician 2            | \$ 54 - \$ 67              |
| Senior Office Surveyor                | \$ 77 - \$117              |
| CAD Technician                        | \$ 67 - \$130              |
| GIS Specialist                        | \$ 72 - \$ 82              |
| Environmental Specialist              | \$103 - \$128              |
| Grants/Funding Specialist             | \$ 75 - \$128              |
| Landscape Planner                     | \$ 72 - \$ 83              |
| Planner 3                             | \$ 83 - \$193              |
| Senior Planner                        | \$131 - \$179              |
| Landscape Architect 2 & 3             | \$ 83 - \$136              |
| Architect 2/Intern                    | \$ 69 - \$ 81              |
| Architect 3 & 4                       | \$ 81 - \$180              |
| Senior Architect                      | \$ 98 - \$109              |
| Project Architect                     | \$105 - \$126              |
| Principal Architect                   | \$126 - \$164              |
| Construction Representative 1 & 2 & 3 | \$ 54 - \$ 98              |
| Senior Construction Representative    | \$ 73 - \$ 82              |
| Construction Technician               | \$ 82 - \$ 97              |
| Construction Project Manager          | \$ 97 - \$130              |
| Contract Administrator                | \$ 67 - \$110              |
| Assistant Controller                  | \$105 - \$155              |
| Division Director/Planning            | \$140 - \$154              |
| Project Development Consultant        | \$103 - \$116              |
| Technical Support                     | \$ 36 - \$116              |

*\*The classifications include a variety of disciplines, so a range is provided. Rates are firm through 2017.*



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**ATTACHMENT B**

**CT Consultants, Inc. Hourly Rate Billing Schedule, Calendar Year 2016-17**

|   |                               |                                     |
|---|-------------------------------|-------------------------------------|
| <b>Postage</b>                                      |                               |                                     |
|   | US Mail                       | Cost                                |
|   | UPS (Ground/Overnight)        | Cost                                |
| <b>Travel</b>                                       |                               |                                     |
|   | Car Rental                    | Cost                                |
|   | Lodging                       | Per City's Standard Per Diem Rates* |
|   | Airfare                       | Cost                                |
| <b>Expenses</b>                                     |                               |                                     |
|   | Meals and Incidental Expenses | Per City's Standard Per Diem Rates* |
| <b>Digital Media</b>                                |                               |                                     |
|   | CD-R                          | \$1.00 / Each                       |
|   | CD-RW                         | \$2.00 / Each                       |
|   | DVD-R                         | \$4.00 / Each                       |
|   | DVD-RW                        | \$5.00 / Each                       |
| <b>Blacklines</b>                                   |                               |                                     |
|   | 1 – 1000 SF                   | \$0.20 / SF                         |
|   | 1000+ SF                      | \$0.15 / SF                         |
| <b>Heavy Coated Paper (Color)</b>                   |                               |                                     |
|   | 8 ½" x 11"                    | \$0.75 / Page                       |
|   | 8 ½" x 14"                    | \$1.25 / Page                       |
|   | 11" x 17"                     | \$1.75 / Page                       |
|   | > 11" x 17"                   | \$2.00 / SF                         |
| <b>Vellums/Translucent Bond (Black &amp; White)</b> |                               |                                     |
|   | 1 – 1000 SF                   | \$1.25 / SF                         |
|   | 1000+ SF                      | \$1.00 / SF                         |
| <b>Mylar (Black &amp; White)</b>                    |                               |                                     |
|   | 1 – 1000 SF                   | \$4.25 / SF                         |
|   | 1000+ SF                      | \$3.75 / SF                         |
| <b>Xerox Copies (Black &amp; White)</b>             |                               |                                     |
|   | 8 ½" x 11"                    | \$0.05 / Page                       |
|   | 8 ½" x 14"                    | \$0.08 / Page                       |
|   | 11" x 17"                     | \$0.10 / Page                       |
| <b>Xerox Copies (Color)</b>                         |                               |                                     |
|   | 8 ½" x 11"                    | \$0.50 / Page                       |
|   | 8 ½" x 14"                    | \$0.75 / Page                       |
|   | 11" x 17"                     | \$1.00 / Page                       |
| <b>Foam Core Boards</b>                             |                               | \$1.50 / SF                         |
| <b>Mileage</b>                                      |                               | \$0.50 / Mile                       |

\* In accordance with USGSA Per Diem Rates for Tennessee  
Rates valid through December 31, 2017