

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT FOR  
PRELIMINARY ENGINEERING SERVICES AND CEI FOR  
HUNTERS BEND ELEMENTARY SAFE ROUTES TO SCHOOL  
COF Contract No. 2013-0128**

**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.** ("Consultant").

**WITNESSETH:**

**WHEREAS**, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Preliminary Engineering Services and CEI for Hunters Bend Elementary Safe Routes to School ("Project"), dated the 24th day of September 2013; and

**WHEREAS**, said Agreement stipulated that the Consultant would be paid a not-to-exceed fee of NINETY-NINE THOUSAND NINE HUNDRED SEVENTY-TWO AND 52/100 DOLLARS (\$99,972.52), as authorized by the City Engineer and as detailed in the Fee Schedule; and

**WHEREAS**, numerous project delays, outside the control of the City and the Consultant, required more time and effort than originally budgeted for design; and

**WHEREAS**, full-time inspection services are required by a project of this type; and

**WHEREAS**, the Consultant has provided a proposal, dated May 15, 2017, for an increase in services, as described in Exhibit A, in the amount not-to-exceed **FIFTY-SEVEN THOUSAND NINE HUNDRED EIGHTY-TWO AND 44/100 DOLLARS (\$57,982.44)**; 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 proposed in their 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 **FIFTY-SEVEN THOUSAND NINE HUNDRED EIGHTY-TWO AND 44/100 DOLLARS (\$57,982.44).**

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 24, 2013, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

**The CITY OF FRANKLIN, TENNESSEE**

**SMITH SECKMAND REID,  
INC.**

By: \_\_\_\_\_  
**Dr. Ken Moore**  
Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attest:**

**Approved as to form:**

\_\_\_\_\_  
**Eric S. Stuckey**  
City Administrator  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Kristen L. Corn**  
Assistant City Attorney  
Date: \_\_\_\_\_



May 15, 2017

Mr. Jonathan Marston  
Assistant Director of Engineering  
Franklin, TN 37080

Re: Supplemental Construction Engineering and Inspection Services Fee Request for the Hunters  
Bend SRTS project. Pin # 118151.00 Williamson County

Dear Jonathan,

As you are aware there were many TDOT representatives that had final approval on the design for this project. The respective Local Programs Transportation Assistants changed four times before we received the approval to let the project. The project was redesigned at least three different times with input from the respective Local Programs Transportation Assistants. The redesigns amplified the charges made to this project and greatly reduced the remaining budget needed for Construction Engineering and Inspection (CEI). SSR Inc. has not charged numerous hours that could be billable in an effort to hold down costs to the City. We humbly request a Supplement to our original fee for the CEI as outlined in the attached sheets. If you need additional information, please advise.

Thanks,

Jackie

**MANDAY ESTIMATE AND FEE PROPOSAL  
EXHIBIT B  
FOR SUPPLEMENTAL CONSTRUCTION ENGINEERING  
AND INSPECTION SERVICES  
HUNTERS BEND SAFE ROUTES TO SCHOOL**

Pin #

118151

Federal Aid Project No

N/A

***Smith Seckman Reid, Inc***

*Prepared By:*  
*Jackie Hunter*

2995 Sidco Drive  
(615) 514-6148  
(615) 383-1113  
[jhunter@ssr-inc.com](mailto:jhunter@ssr-inc.com)

Date prepared: 4/12/2017

Project No.: 94LPLM-F3-062



**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR  
HUNTERS BEND SAFE ROUTES TO SCHOOL  
ESTIMATED MAN-HOURS**

**SUMMARY**

Item			Cost
	Timeframe	Office	Field
1a. Direct Labor (CEI)			
		\$3,885.60	\$15,085.60
		1a Office	1b Field
	Sub Total:	\$3,885.60	\$15,085.60
2. Overhead			
Home Office	175.60%		\$6,823.11
Field	156.25%		\$23,571.25
3. SubTotal 1a + 1b + 2			\$49,365.56
4. Net Fee	12.00%		\$5,349.88
5. Sub Total 3 + 4			\$54,715.44
6. Direct Expenses			
a. (Itemized)	See Itemized sheet		\$3,267.00
b.			
c.			
d. Premium Labor			\$0.00
7. Project Total (5 + 6)			\$57,982.44



**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR  
HUNTERS BEND SAFE ROUTES TO SCHOOL  
ESTIMATED MAN-HOURS**

**PERSONNEL RATES**

CLASSIFICATION	2017	2018			
Senior Project Manager	\$66.64	\$66.64			
Construction Manager	\$52.81	\$52.81			
EPSC Inspector/Engineer	\$35.00	\$35.00			
Records Clerk	\$20.00	\$20.00			
Project Engineer/Chief Inspector	\$41.98	\$41.98			
Roadway Inspector	\$35.00	\$35.00			
Engineer Intern/Inspector	\$28.25	\$28.25			
Senior Inspector	\$28.00	\$28.00			
General Inspector	\$25.00	\$25.00			
Asphalt Roadway Inspector	\$31.34	\$31.34			
Asphalt Plant Inspector	\$31.34	\$31.34			
Erosion Control Inspector	\$25.00	\$25.00			
General Inspector	\$30.00	\$30.00			

Annual Pay Rate Increased By: 0.00% Effective date of rate change is July 1st.

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR  
HUNTERS BEND SAFE ROUTES TO SCHOOL  
CEI DIRECT EXPENSES

Reproduction Costs:

Item Description	Number / Month	Unit Price	Item Subtotal	Total
Photo-copies		\$0.12	\$0.00	
Full size bond		\$0.50	\$0.00	
Half size bond		\$0.35	\$0.00	
Full size vellum		\$4.50	\$0.00	
Half size vellum			\$0.00	
Full size mylar		\$10.50	\$0.00	
	Monthly Sub-Total:		\$0.00	\$0.00
	Number of Months:			

Travel:

Number of Trips	No. of Miles/No. of People	RATE *	Item Subtotal	Total
Per Diem		\$46.00 / day	\$0.00	
Per Diem (75%)	X 1.00 People	\$34.50 / day	\$0.00	
Transportation	X 5.00 People	\$0.46 / day	\$0.00	
Lodging	X 1.00 People	\$77.00 / person	\$0.00	\$0.00

\* Rate must agree amounts in effect with State of Tennessee travel regulations.  
First and last day of travel must be at the 75% Per Diem Rate.

Other Expenses:

Vehicle Days	Days/month	Unit Price	Item Subtotal	Total
Senior Project Manager	1	\$ 30.25	\$121.00	\$121.00
Construction Manager	4	\$ 30.25	\$484.00	\$484.00
Project Inspector	22	\$ 30.25	\$2,662.00	\$2,662.00
Bridge Inspector		\$ 30.25	\$0.00	\$0.00
Asphalt Plant Inspector		\$ 30.25	\$0.00	\$0.00
EPSC Inspector		\$ 30.25	\$0.00	\$0.00
Records Clerk		\$ 30.25	\$0.00	\$0.00
Construction Manager Inspector		\$ 30.25	\$0.00	\$0.00

TOTAL DIRECT EXPENSES

\$3,267.00



CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR  
HUNTERS BEND SAFE ROUTES TO SCHOOL  
ESTIMATED MAN-HOURS

ESTIMATED MAN-HOURS													Hours		Rates		Direct Labor		Total DL	Total OT	
													2017	2018	2017	2018					
SSR	Dec-17													5	0	\$66.64	\$66.64	\$333.20	\$0.00	\$333.20	
	Nov-17													40	0	\$52.81	\$52.81	\$2,112.40	\$0.00	\$2,112.40	
	Oct-17													0	0	\$35.00	\$35.00	\$0.00	\$0.00	\$0.00	
	Sep-17													72	0	\$20.00	\$20.00	\$1,440.00	\$0.00	\$1,440.00	
	Aug-17													0	0	\$41.98	\$41.98	\$0.00	\$0.00	\$0.00	
	Jul-17													320	0	\$35.00	\$35.00	\$11,200.00	\$0.00	\$11,200.00	\$0.00
	Jun-17													0	0	\$14.13	\$14.13	\$0.00	\$0.00	\$0.00	
	May-17													0	0	\$28.25	\$28.25	\$0.00	\$0.00	\$0.00	
	Apr-17													0	0	\$15.67	\$15.67	\$0.00	\$0.00	\$0.00	
	Mar-17													0	0	\$31.34	\$31.34	\$0.00	\$0.00	\$0.00	
	Feb-17													0	0	\$15.67	\$15.67	\$0.00	\$0.00	\$0.00	
	Jan-17													0	0	\$28.25	\$28.25	\$0.00	\$0.00	\$0.00	
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