

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR HILLSBORO ROAD IMPROVEMENTS PHASE 2,
INDEPENDENCE SQUARE TO MACK HATCHER PARKWAY, PROJECT
COF Contract No. 2015-0150**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2017, by and between the **City of Franklin, Tennessee** ("City") and **Sullivan Engineering, Inc. (SEI)** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") (COF Contract No. 2015-0150) entitled Hillsboro Road Improvements Project Phase 2, Independence Square To Mack Hatcher Parkway, dated the 14th day of July 2015; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of THIRTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-FOUR AND 15/100 DOLLARS (\$36,884.15), 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 for an increase in engineering services, as described in Exhibit A dated March 21, 2017, in the amount of **FOURTEEN THOUSAND EIGHT HUNDRED THIRTY-SEVEN AND 52/100 DOLLARS (\$14,837.52)**; 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 March 21, 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 **FOURTEEN THOUSAND EIGHT HUNDRED THIRTY-SEVEN AND 52/100 DOLLARS (\$14,837.52)**.

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 July 14, 2015, are unchanged and remain in full force and effect.

(Signatures on next page)

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

Sullivan Engineering, Inc., (SEI)

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

COF contract no. 2015-0150 Amendment 1



SULLIVAN ENGINEERING, INC.

*317 MAIN STREET, SUITE 201
FRANKLIN, TN. 37064
(615) 642-5822*

March 21, 2017

Mr. William Banks,
City of Franklin Engineering
109 3rd Avenue South
Franklin, TN 37064

RE: Limited Construction Administration & Design Services
Hillsboro Rd. – Phase 2 Improvements, (SR-106, US 431)
From Independence Square to Mack Hatcher Bypass
City of Franklin project # 2015-0150, Amendment #1
City of Franklin, Tennessee
Williamson County
T.D.O.T.-PIN 108409.00
SEI Project #12-013

Dear William,

Sullivan Engineering, Inc. (SEI) is pleased to submit Amendment #1, for additional Construction Engineering Administration and Supplemental Design Services associated with Phase 2 construction of Hillsboro Road. The proposed services are to incorporate plans revisions requested by the TN Department of Transportation, Local Program Office. These services shall also allow SEI to extend services past the contract award and be available in the early construction phase to provide input on plan interpretation and Supplemental Instructions.

Project History

The original Contract Agreement dated July 15, 2015, provided for additional design services and an allowance for limited Construction Administration Services. As with any project, especially the complexity of Hillsboro Road these services are difficult to estimate. The scope of services to date have been used for a variety of items such as supplemental survey, project meetings and redesign of the roadway north of Claude Yates Drive.

Various utility issues have required development of drainage structure options not typically utilized on a TDOT project. Specialty items researched, of this nature are not typically anticipated, as all items typically originate from the TDOT procurement list. In developing these options additional research time, product evaluation, meetings, details and related design efforts were not been anticipated. However, this effort has provided options to obtain desperately needed clearance for installation of underground utility installation.

Although, extensive efforts to coordinate and design the proposed underground utilities with existing it is not uncommon to encounter unforeseen conflicts during construction. As conflicts arose, the construction

team resolves them but at the same time, a design change in one area sometimes requires another area to be evaluated and modified.

With the undetermined time line for the TDOT Construction of Hillsboro Road, north of Rebel Circle on west and north of Claude Yates Drive east, which is to be constructed as part of the extension of Mack Hatcher Parkway, modifications to the current design, were implemented. These design changes will serve to reduce cost and conflict when Mack Hatcher Parkway is extended at some future point. Additionally this will allow the City to implement more of the Gateway features onto this phase of work.

Scope of Engineering Services/Fee

Following is a description of supplemental services to assist the City during the final stages of construction.

SUMMARY OF ENGINEERING DESIGN SERVICES

HILLSBORO ROAD (TDOT-PIN 106997.00) From: Independence Square To: Mack Hatcher Bypass			
(1)	<u>(Supplemental Engineering Services)</u>		
Notes	Task	Sullivan Engineering, Inc	<u>Budget</u>
	1	Design modification adjustments resulting from construction activities.	\$6,454.40
	2	Attend construction project meetings for the duration of the construction contract and prepare any supplemental instructions requested. Meeting attendance will be per the City's request.	\$8,133.12
	3	Printing of documents for meetings and supplemental instructions.	\$250.00
		Total Estimated Project Budget	\$14,837.52

NOTES:

Services to be provided based on direction by City Staff and invoiced on an hourly basis.

EXCLUSIONS:

Aerial survey
Topographic Survey
Update original 2002 field topographic survey.
Utility Relocation Design
Environmental and Erosion Control mitigation design plans
Historical or Archeological mitigation plan
Construction Testing and observation
Roadway lighting
Electrical design
Storm Water mitigation, retention or detention requirements
Geotechnical and Testing Services
Structural (bridge, retaining walls and foundations)

Environmental Updates

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; our design team 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 the design teams standard hourly rates.

I hope this proposal meets with your approval. Please contact me at your convenience after you have had a chance to review this proposal so we can discuss and answer in questions.

Sincerely,

Sullivan Engineering, Inc.

Paul V. Collins, Jr.

Paul V. Collins, Jr.
Vice President

cc: Mr. Richard Sullivan, PE, Sullivan Engineering, Inc.



SULLIVAN ENGINEERING, INC.
1722B GENERAL GEORGE PATTON DR.
SUITE 400, BRENTWOOD, TN 37027
(615) 642-5822

March 21, 2017

Additional services:

The following is SEI's hourly rates for any additional services, which may be required.

Reimbursable Expenses Schedule

Reimbursable expenses for services performed on the date of the Agreement are:

FAX	\$0.25/page
8"x11" Copies/Impression	\$0.10/page
Blue Print Copies	\$0.50/sq. ft.
Reproducible Copies (24" x 36" Mylar)	\$15.00/page
Reproducible Copies (24" x 36" Vellum)	\$10.00/page
Reproducible Copies (24" x 36" Bond)	\$5.00/page
Mileage (auto)	\$0.49/mile
Long Distance Phone Calls	at cost
Meals and Lodging	at cost

Standard Hourly Rates Schedule

Reimbursable hourly rates for services performed on the date of the Agreement are:

Billing Class	Staff	Rate	Increment
Billing Class 10	Professional Engineer II	\$171.40	Hour
Billing Class 9	Professional Engineer I	\$144.71	Hour
Billing Class 8	Staff Associate/Project Coordinator	\$127.08	Hour
Billing Class 7	Project Manager	\$107.11	Hour
Billing Class 6	Roadway Designer II	\$102.51	Hour
Billing Class 5	Roadway Designer I	\$93.09	Hour
Billing Class 4	CADD Technician	\$96.99	Hour
Billing Class 3	Stormwater Inspection	\$91.80	Hour
Billing Class 2	Secretary	\$70.90	Hour
Billing Class 1	Office Helper	\$34.74	Hour