

**AMENDMENT NO. 2 TO PROFESSIONAL
SERVICES AGREEMENT
FOR THE HOLIDAY COURT SEWER PUMP STATION
REPLACEMENT PROJECT
COF Contract No. 2016-0330**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 201__, by and between the **City of Franklin, Tennessee** ("City") and **HETHCOAT & DAVIS, INC.** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") (COF Contract No. 2016-0330) entitled Professional Services Agreement For the Holiday Court Pump Station Replacement Project ("Project"), dated the 10th day of January 2017; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of \$71,760.00, as detailed in the Fee Schedule; and

WHEREAS, the City and the Consultant amended this agreement through Amendment No. 1 To Professional Engineering Services For the Holiday Court Pump Station Replacement Project, dated the 11th day of April, 2017; and

WHEREAS, said Amendment No 1 stipulated that the Consultant would be paid a not to exceed fee of \$5,900.00, as detailed in the Fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional engineering services related to construction services support to fully complete the Project's final construction; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services for the Holiday Court Pump Station Replacement Project, as described in Attachment A dated September 19, 2017, in the amount of **ELEVEN THOUSAND NINE HUNDRED NINE AND NO/100 DOLLARS (\$11,909.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an amendment to the Agreement to include the final design as stated above for the Project as proposed by the Consultant.

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. The Consultant shall perform the work as proposed in the Scope as found in the September 19, 2017, letter of proposal (**Attachment A**) which includes the Scope of Services for this Amendment. Attachment A shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. The City shall pay the Consultant in an amount not to exceed **ELEVEN THOUSAND NINE HUNDRED NINE AND NO/100 DOLLARS (\$11,909.00)** for the additional services as described in Attachment A.

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 January 10, 2017, and its subsequent amendments, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

HETHCOAT & DAVIS, INC.

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



September 19, 2017

Ms. Patricia McNeese, P.E.
Engineering Department
City of Franklin, TN
109 3rd Avenue, South
Franklin, TN 37064

**Re: Engineering Services Proposal – Revision3 (Easement Prep, Misc. Additions & Record Drawing Prep)
Holiday Court Sewer Pump Station Replacement
Franklin, TN**

Dear Patricia:

In our onsite meeting to review pump station Thursday, September 14, 2017, representatives from the Wastewater Department indicated they would like to us undertake preparation of several temporary easements for construction of the pumping station. Additionally, there were several comments related to additional information and details that are desired on the project drawings. These changes are being made after TDEC approval has been received. And finally, there was a request to include the preparation of as-built drawings at the conclusion of construction. More detailed definition of the additional design and construction tasks include:

- Change in connection of the proposed force main connection point from inside Royal Oaks Blvd. to a point outside the paved area and re-use of approximately 45 LF of the existing force main to avoid encroachment into the street. We were originally directed to tie into the manhole in the roadway during design phase. This change will require modifications to both the plan and profile of the force main to reflect the decrease in length. This modifies the entire drawing. Additionally, the details related to paving repairs and traffic control details that were originally included for Royal Oaks Blvd. will be removed.
- Changes to the force main plans to show all existing trees with notations of those to be removed.
- Modifications to the erosion control related to the force main in order to show it more clearly in a separate plan.
- Changes to plan sheet to separate the demolition of old force main from the proposed force main plan and to more clearly reflect the existing conditions along the force main route.
- Changes to the proposed paving repair details in the parking area of the building.
- Preparation of 3 temporary construction easement documents including exhibits and descriptions. This does not include the preparation of City signature documents for each easement. It is assume the City Attorney will furnish the signature forms.



- Preparation of an Opinion of Construction Cost at conclusion of design activities and before bid phase.
- Preparation of Record Drawings at conclusion of construction activities.

Additionally, you informed us that the City will conduct the project inspection and our duties will remain only in the construction administration tasking. For clarification purposes, our site visits will be limited and we will rely on the City inspector to observe the detailed construction progress. We will only make limited site visits during the construction period. This remains as set forth in the original contract agreement.

Hethcoat & Davis, Inc. proposes to provide the scope of services identified and will make every effort to devote the resources necessary to insure timely completion of these activities. Based on the anticipated scope of services, we propose fees as follows for each work task:

❖ Plan Revisions & Changes	\$5,367
❖ Prepare Temporary Easements	\$2,017
❖ Prepare Opinion of Cost	\$1,942
❖ Prepare Record Drawings	<u>\$2,583</u>
❖ Total Add for this PSA revision	\$11,909

If this proposal is acceptable, please prepare a standard City Professional Services Agreement for signature and approval.

We sincerely appreciate the opportunity to continue to work with the City of Franklin and the Water Services staff. If you should have any questions or require additional information, please call.

Sincerely,

A handwritten signature in blue ink that reads "Keith Davis".

Keith Davis, PE
Secretary