

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
FOR FRANKLIN ROAD CORRIDOR IMPROVEMENTS,
HARPETH RIVER BRIDGE TO HARPETH INDUSTRIAL COURT
COF Contract No. 2014-0209**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2018, 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 14th 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 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, on June 11, 2017, the Board of Mayor and Aldermen approved Amendment No. 2 to the Agreement with the Consultant for additional design and coordination with three (3) new fiber optic utilities that now occupy existing utility poles, the addition of two (2) 10'x18' box culverts at the Harpeth River as recommended by the Army Corp of Engineers' Franklin Road Feasibility Study, and right-of-way and easement coordination with recently completed water and sanitary sewer plans in the amount not-to-exceed Sixty-Five Thousand Five Hundred Ninety and No/100 Dollars (\$65,590.00); 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 January 30, 2018, in the amount not-to-exceed **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an amendment to the Agreement 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 January 30, 2018, 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 **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)**.

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, Amendment No. 1 dated February 9, 2016, and Amendment No. 2 dated June 11, 2017, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The 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:

Tiffani M. Pope, Staff Attorney



January 30, 2018

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

***Re: Franklin Corridor and Connector Streets Economic Development Project:
Franklin Road
Proposal for Amendment No. 3 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 multiple factors, namely the installation of improvements over the past couple of years and modifications to the proposed utility relocations (as directed by utility companies). The additional services to be provided include:

Update Existing Conditions Survey:

1. Update survey to provide existing conditions and topography for the drive entrance (and removal of previous drive entrance) at 300 Franklin Road and for the fence that was installed on the property immediately north of this parcel. (Area shown in RED on the attached exhibit.) These improvements were installed after the survey was updated in 2015.
2. Update survey to provide existing conditions and topography for the property immediately south of Morningside Drive. (Area shown in YELLOW on the attached exhibit.) This area is beyond the original project area, which originally ended at Harpeth Industrial Court) for the installation of MTEMC improvements.
3. Update survey to provide existing conditions and topography for the area west of Franklin Road and North of Hooper Lane. (Area shown in BLUE on the attached exhibit.) This area is also beyond the original project area for the installation of MTEMC improvements.
4. Update survey to provide existing conditions and topography in front of 206 Franklin Road. (Area shown in GREEN on the attached exhibit.) These improvements were installed after the survey was updated in 2015.



January 30, 2018

Additional Utility Coordination:

1. As a result of multiple meetings with the utility companies over the past couple of months, additional existing utility facilities have been identified in the field along Franklin Road. Also, there have been some ownership transition and/or merges between some of the utility companies and their facilities. As a result, additional coordination is required for the design work that our team is preparing and for coordination with the design work that is being prepared by the utility companies.
2. Additional utility coordination has already occurred in order to facilitate the identification of easement areas and right-of-ways required for the relocation of the existing utilities and site improvements.

Contingency Funds/Additional Meetings:

1. In order to expedite the final design of this project, we would suggest allocating some funds for additional meetings and/or additional services that may be required in order to finalize the design drawings. This could be in relation minor scope changes / additions for utility relocations, coordination with Army Corps of Engineers, etc.

Fee Schedule:

<i>Update Existing Conditions Survey:</i>	\$13,500
<i>Additional Utility Coordination:</i>	\$ 6,500
<i>Contingency Funds/Additional Meetings:</i>	<u>\$ 5,000</u>
TOTAL:	\$25,000

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

Attachments – Survey Exhibits

Untitled Map

Write a description for your map.

Existing conditions/
topo

Item 1 - Location/Elevation of drive and removed drive
entrance & Location of fence.

Item 2 - Existing conditions/topo for area shown in yellow.

Item 3 - Existing conditions/topo for area shown in blue.

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Amendment 3 Exhibit A

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Location of fence

Existing conditions/
topo

Location/Elevation of
removed drive
entrance

Location/Elevation of
drive entrance

Google earth

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200 ft

Untitled Map

Write a description for your map.

Item 4 - Existing conditions/topo for area shown in green.

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Amendment 3 Exhibit A
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Existing conditions/
topo

Google earth

© 2018 Google

Old Liberty Pike



100 ft