

**AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR EAST McEWEN DRIVE PHASE 4 IMPROVEMENTS – FINAL DESIGN  
COF Contract No. 2015-0052**

**THIS AMENDMENT** is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **City of Franklin, Tennessee** ("City") and **Sullivan Engineering, Inc.** ("Consultant").

**WITNESSETH:**

**WHEREAS**, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled East McEwen Drive Phase 4 Improvements – Final Design, dated the 24th day of March 2015; and

**WHEREAS**, said Agreement stipulated that the Consultant would be paid a not-to-exceed fee of Seven Hundred Thirteen Thousand and No/100 Dollars (\$713,000.00), as authorized by the City Engineer and as detailed in the Fee Schedule; and

**WHEREAS**, on April 11, 2017, the Board of Mayor and Aldermen approved Amendment No. 1 to the Agreement with the Consultant for additional engineering services in the amount not-to-exceed One Hundred Twenty-One Thousand Nine Hundred Ninety-Eight and 65/100 Dollars (\$121,998.65); and

**WHEREAS**, the City and the Consultant realize the need for additional engineering services to complete the design due to circumstances beyond the control of the Consultant; and

**WHEREAS**, the Consultant has provided a Letter of Proposal ("Attachment A"), dated April 5, 2018, for an increase in engineering services in the amount not-to-exceed **Two Hundred Fifty-Five Thousand Five Hundred and No/100 Dollars (\$255,500.00)**; and

**WHEREAS**, the City has reviewed the Letter of 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 shown in their April 5, 2018, Letter of Proposal ("Attachment 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 Attachment A an amount not-to-exceed **Two Hundred Fifty-Five Thousand Five Hundred and No/100 Dollars (\$255,500.00)**.

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 March 24, 2015, and Amendment No. 1, dated April 11, 2017, are unchanged and remain in full force and effect.

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

**CITY OF FRANKLIN, TENNESSEE**

**SULLIVAN ENGINEERING, 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



*SULLIVAN ENGINEERING, INC.*  
317 MAIN STREET,  
SUITE 201  
FRANKLIN, TN 37064

April 5, 2018

Mr. Paul Holzen, P.E.  
City Engineer/Director of Engineering  
City of Franklin  
109 3<sup>RD</sup> Avenue South, Suite 133  
Franklin, TN 37064

RE: Final Design of East McEwen Drive Phase 4 Improvements (COF Contract No. 2015-0052)  
Amendment No. 2 – Scope of Services

Dear Mr. Holzen,

Sullivan Engineering, Inc. (SEI) is pleased to provide a scope of work and cost proposal for performing supplemental work associated with the finalization of the construction plans for the East McEwen Drive Phase 4 Improvements Project. This is additional work includes: utility design and coordination, geotechnical investigations, survey update, structural design services, and additional project meetings. These tasks are detailed below.

### **SCOPE OF SERVICES**

#### **Task 1.0 Preliminary Utility Design and Coordination with Utility Providers**

The services included in this task were requested by City staff at the utility meetings, which were held at Franklin City Hall on February 12, 2018 and on March 5, 2018. During these meetings, City staff requested SEI to provide utility relocation designs for and to provide additional coordination with Atmos Energy Corporation (Atmos), Middle Tennessee Electric Membership Corporation (MTEMC), City of Franklin Engineering Department for the City of Franklin sanitary sewer force main, and Milcrofton Utility District (MUD). SEI shall be responsible for final roadway and utility phasing plans, including phased traffic control, that will be included in the construction documents. Below is a summary of the scope of services associated with each utility.

#### **Task 1.1 Atmos Energy Corporation (ATMOS)**

- SEI shall prepare and submit to the City a horizontal and vertical layout for the relocation of the existing Atmos natural gas line. This work shall include construction phasing and final layout that will accommodate the construction of the roadway while maintaining utility service during construction.
- City staff will review and approve the proposed alignments. Once approved, SEI shall provide the alignments to Atmos to allow them to perform the detailed final design. It is assumed that Atmos will *not* make any major changes to the proposed vertical and horizontal alignment as approved by the City. Major changes to the City

approved alignments, which would result in additional work for SEI, shall not be included in this scope of services.

- SEI will review the final plans provided by Atmos and perform minor updates to the proposed vertical and horizontal alignment, as needed, to include construction phasing. SEI's plans will reference the approved Atmos plans and will *not* include the detailed design (i.e. valves, meters, inverts, materials, etc.).

#### **Task 1.2 Middle Tennessee Electric Membership Corporation (MTEMC)**

- SEI shall prepare and submit to the City a horizontal and vertical layout for the relocation of the existing MTEMC infrastructure along the project. This work shall include construction phasing and final layout that will accommodate the construction of the roadway while maintaining utility service during construction.
- City staff will review and approve the proposed alignments. Once approved, SEI shall provide the alignments to MTEMC to allow them to perform the detailed final design. It is assumed that MTEMC will *not* make any major changes to the City approved vertical and horizontal alignment approved by the City. Major changes to the City approved alignments, which would result in additional work for SEI, shall *not* be included in this scope of services.
- SEI will review the final plans provided by MTEMC and perform minor updates to the proposed vertical and horizontal alignment, as needed, to include construction phasing. SEI's plans will reference the approved MTEMC plans and will *not* include the detailed design (i.e. equipment located on poles, meters, materials, etc.).

#### **Task 2.0 Detailed Design of City of Franklin Sanitary Sewer Force Main**

SEI and its subconsultant(s) will be responsible for the detailed design, construction phasing, and utility coordination for the relocation of the existing City of Franklin sanitary force main. This scope shall include all permits associated with the Tennessee Department of Environment and Conservation (TDEC) and necessary hydraulic calculations based on the existing pump station. This task will include the following:

- City staff will review and approve the proposed alignments. Once approved, SEI and/or its subconsultant(s) shall finalize the detailed relocation plans.
- All estimated quantities will be calculated and listed using standard Tennessee Department of Transportation (TDOT) item numbers and notes, when applicable, with materials and installation specifications per City Standards.
- It should be noted that several residential properties north of East McEwen Drive, between Sta. 480+00+/- and Sta. 490+00+/- are currently on septic tank systems. Based on available data, the known septic tank systems are not impacted by proposed roadway improvements.

Therefore, design efforts related to the mitigation of the septic tank systems are *not* included within this scope of services.

### **Task 3.0 Detailed Design of Milcrofton Utility District (MUD) Water Main**

The existing MUD water distribution system in the project area will be affected by the proposed roadway improvement and will require relocation. In addition to the relocation of this existing system, MUD has requested that the City to extend an 8-inch water main to Players Mill Road. This task will include the following:

- SEI and its subconsultant(s) will be responsible for the detailed design, including construction phasing and utility coordination, of the water main relocation and the proposed water main extension. This includes obtaining all approvals/permits from MUD and TDEC.
- All estimated quantities will be noted using standard TDOT item numbers and notes, when applicable, with materials and installation specifications per MUD standards.
- MUD has already initiated the design for relocating the water main off the East McEwen Drive bridge over the CSX Transportation (CSXT) rail system. Part of this CSXT crossing process includes coordination with and approvals from CSXT. Under this agreement, the scope of services, as related to water main design, *excludes* relocation and coordination of the CXST crossing.

### **Task 4.0 Geotechnical Investigations**

SEI will engage a local geotechnical firm to perform eighteen (18) additional borings along the project to investigate subsurface conditions. The geotechnical exploration will include the following:

- Six (6) borings in the Road of the Round Table cut-slope area and six (6) borings in the 2:1 cut slope over rock split face areas that are left of centerline between Sta. 437+50+/- and 471+00+/- Based on previous borings, minimal soil cover is expected in these areas, which may require extensive rock coring. Rock coring shall be extended to a minimum of five (5) feet below the toe of the planned cut slope. This scope includes any incidental work required, such as purchasing and hauling water to the boring locations as well as an equipment set-up at each location.
- Six (6) borings in the Wall P2 area. Based on previous borings in the Wall P2 area, these proposed borings are expected to encounter deep soil, which will *not* require rock coring. These borings shall be completed to a minimum depth of forty (40) feet, or to auger refusal, whichever is first encountered. A piezometer will be installed in one of the borings to provide an estimate of the long-term groundwater elevation for use in the global wall stability analyses.

All work, including clearing and drilling, will be supervised by a professional geologist or engineer, who will log the soil and rock cores recovered from the borings. These rock cores will be photographed and transported back to the subconsultants office.

The need for additional laboratory testing is not expected, as the results from previous geotechnical investigations can be referenced to perform the soil and retaining wall stability analyses. Therefore, laboratory testing is *not* included in this scope of services. Upon completion of the field services, a final report will be prepared. This report will include a summary of findings and recommendations for planned cut slopes and retaining walls. Test Boring Records, boring location plans, and boring profiles will be provided. Retaining wall plan sheets, prepared in accordance with American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) criteria. Based on the information provided, the need for traffic control to access the site(s) or to drill the borings, is *not* expected. Therefore, traffic control has *not* been included in this scope.

#### **Task 5.0      Survey Update**

Additional field survey is needed to complete the design. The following survey services are included in this scope of services:

- Communication with impacted property owners.
- Locate and show utility service connections for Tracts 12, 16-20, and 23-28.
- Show houses, which are not currently shown on tracts 15, 23, and 25-28, to planimetric files by use of updated aerial imagery. This information will be used to show utility service connection locations.
- On tract 24, field locate and show new house, which may not be visible on updated aerial imagery.
- Locate approximately 2,000 linear feet of new guardrail and new signage.
- Topographically survey tract 15 (approximately 1 acre)
- Update the existing digital terrain model (DTM) file for the proposed project.
- Update property owners and related information on the right-of-way (ROW) Acquisition Table.
- Update project controls as needed.

#### **Task 6.0      Structural Design Services**

Additional structural design is needed to complete the design. The following structural design services are included in this scope of services:

- Modifications to current design of Wall P2. Realignment of wall is desired by the City to facilitate installations of utilities prior to wall construction. This requires a confirmation that current design and global stability calculations are valid and includes adjustments for final design and plan modification.

- Attendance at weekly meetings as needed. This includes up to two (2) hours of time per meeting for up to nineteen (19) meetings.
- Review of storm sewer lines that may be impacted by or installed beneath proposed retaining walls. This includes time to review wall design and to provide information regarding foundation pressures exerted on proposed storm sewer lines.
- Adjustments to the designs of Walls C and D at Players Mill Road to link these walls together. This will require additional review of the wall design and a revision to the plans.
- Review impacts to the walls, including Wall C, at or near Players Mill Road by the proposed installation of a 6-inch sanitary sewer force main. Requires a review of the design and adjustments to design and plans as necessary to accommodate the utility.
- Update current plans based upon recent design revisions and utility adjustments.

#### **Task 7.0 Additional Project Meetings**

The City has requested additional project meetings to closely monitor the requested changes and the overall completion of the design. This scope includes up to nineteen (19) additional project meetings. Each individual meeting may last up to two (2) hours.

#### **FEE SCHEDULE**

The estimated fee for the above listed scope of services is a not-to-exceed amount of \$255,500.00 (excluding reimbursable costs). Any required permit applications shall be submitted as reimbursable costs. A breakdown of the total cost is shown in the table below.

<b>FEE SCHEDULE BREAKDOWN BY TASK</b>	
<b><i>TASK</i></b>	<b><i>FEE</i></b>
1.0 – Preliminary Utility Design and Coordination with Utility Providers	\$ 70,200.00
2.0 – Detailed Design of City of Franklin Sanitary Sewer Force Main	\$ 32,600.00
3.0 – Detailed Design of Milcrofton Utility District (MUD) Water Main	\$ 36,000.00
4.0 – Geotechnical Investigations	\$ 59,700.00
5.0 – Survey Update	\$ 11,500.00
6.0 – Structure Design Services	\$ 33,000.00
7.0 – Additional Project Meetings	\$ 12,500.00
<b><i>TOTAL FEE:</i></b>	<b>\$ \$255,500.00</b>

If you need additional information or have questions, please let me know your schedule so that we can arrange a time to meet.



Sincerely,  
**Sullivan Engineering, Inc.**

*Paul Collins*

Paul V. Collins, Jr.  
Vice President

Cc: Mr. Richard Sullivan, P.E., President Sullivan Engineering Inc.