

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR STATION 7 ARCHITECTURAL / ENGINEERING SERVICES
COF Contract No. 2017-0256**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2019, by and between the **City of Franklin, Tennessee** ("City") and **Renaissance Group Inc.** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") for architectural and engineering services, dated the 23 day of January 2018; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of TWO HUNDRED FORTY-FOUR THOUSAND AND NO/100 DOLLARS (\$244,000.00); 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 April 12, 2019, in the amount of **FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00)**; 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 May 9, 2019, 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 **FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00)**.

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 January 23, 2018, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

RENNAISSANCE GROUP INC.

By: _____

Dr. Ken Moore

Mayor

Date: _____

By: _____

Print: MICHAEL E. TERRY

Title: SENIOR V.P. / PARTNER

Date: 5/16/2019

Attest:

Eric S. Stuckey

City Administrator

Date: _____

Approved as to form:

Tiffani M. Pope, Staff Attorney



May 9, 2019

To: Brad Wilson
Project and Facilities Manager
City of Franklin
109 3rd Avenue South
Franklin, Tennessee 37064

Re: **Change Order Request No.1**
Architectural and Engineering Services for
Franklin Fire Station No.7
Franklin, Tennessee


Dear Brad,

Renaissance Group, Inc. is respectfully submitting Change Order Request No. 1 for additional Civil Engineering Services for scope of work as described in the Authorization for Additional Services Request from Civil & Environmental Consultants, Inc., attached. The total amount of requested Change Order No. 1 is \$40,000.00. This request is due to revisions to meet Milcrofton Utility District Standards, relocation of MTEMC power lines and extensions of fiberoptic and gas lines.

Thank you for your consideration and if you have any questions or need additional information, please give me a call.

Sincerely,

RENAISSANCE GROUP, INC.


Michael E. Terry, AIA
Senior Vice President | Partner



AUTHORIZATION FOR ADDITIONAL SERVICES

Client Name: Renaissance Group **Contact:** Michael Terry
Address: 9700 Village Circle, Suite 100 **Client Phone:** 901-332-5533
Lakeland, TN 38002 **Client Fax:**
Client Email: MTerry@rgroup.biz
Date: 4/12/2019
Request No.: 1 REVISED **CEC Project Manager:** Bert Morton
CEC Project: 180-832 **Tasks:** 0002, 0004, 0006
Project Name: Franklin Fire Station No. 7
Location: Franklin, TN

Proposed Scope of Services:

The scope of services for this change order are required based on extra services requested by the City of Franklin, and apply to the following tasks. A summary of services requested outside the original approved scope follows, along with proposed additional fees.

Task 0002 - Construction Documents

- Generate layout and grading plan for installation of MTEM power poles.
- Revision of plans and specifications to meet Milcrofton Utility District standards.
- Design conduit for fiberoptic service, and gas line from the Long Lane intersection to the site.
- Modification of plan and profile for Brunacini Way. It is assumed that site plan submittal will not be required for the changes to Brunacini Way. Revised construction drawings were submitted to the City for review.
- Coordination with Milcrofton Utility District and the City of Franklin to design water services.
- Revised drawings will be submitted to the City for review, and distributed to the contractor.

Additional Fee Requested: \$26,000

Task 0004 - Permitting

- Coordinated with Milcrofton Utility District and the City of Franklin to determine the water provider for the site.
- Application and coordination with Milcrofton Utility District for approval.
- Coordinate with TDEC to extend limits of coverage for existing NPDES Construction General Permit.

Additional Fee Requested: \$4,000

Task 0006 - Bidding and Construction Assistance

- Perform earthwork analysis to determine spoil locations.
- Assisted City with location of spoil material.

Additional Fee Requested: \$10,000.

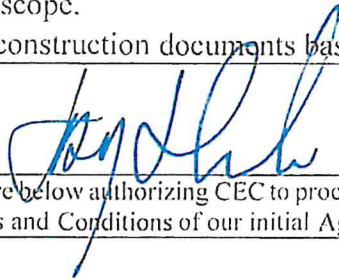


AUTHORIZATION FOR ADDITIONAL SERVICES

Reason(s) for Additional Services and Impacts to Schedule:

- The initial project scope listed the City of Franklin as the provider for domestic, fire, and irrigation water. Design was completed under this assumption. CEC was notified on July 18, 2018, that the fire and domestic water service lines are to be provided by Milcrofton Utility District. The irrigation service will be provided by the City of Franklin reclaimed water line. Design drawings and specifications need to be modified accordingly.
- MTEMC electric transmission lines need to be relocated in order to construct the roadway and fire station. Per City request, CEC provided a preliminary layout and grading plan for the installation of the poles and transmission line. This was excluded in the initial scope of services.
- The fiberoptic and gas lines need to be extended in order to serve the site. These services were excluded in the initial scope.
- Revision of construction documents based on revision of roadway alignment.

CEC Principal
Signature:

 4/11/19

Estimated Additional
Fee: \$40,000.00

Please provide a signature below authorizing CEC to proceed with the additional services. Upon receipt, CEC will begin the additional services under the Terms and Conditions of our initial Agreement for the additional fee identified above.

Client Authorized
Signature:

Date:



AUTHORIZATION FOR ADDITIONAL SERVICES

Client Name: Renaissance Group **Contact:** Michael Terry
Address: 9700 Village Circle, Suite 100 **Client Phone:** 901-332-5533
Lakeland, TN 38002 **Client Fax:**
Client Email: MTerry@rgroup.biz
Date: 4/12/2019
Request No.: 1 REVISED **CEC Project Manager:** Bert Morton
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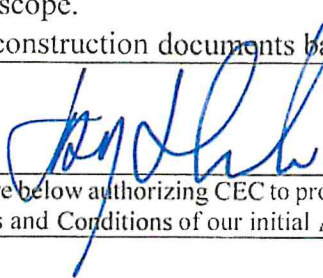


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