

**AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR SOUTH PRONG SANITARY SEWER
IMPROVEMENTS PROJECT
COF Contract No. 2013-0039**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 20__, by and between the **City of Franklin, Tennessee** ("City") and **Hazen and Sawyer** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled City of Franklin, Tennessee Professional Services Agreement, South Prong Sanitary Sewer Improvements Project (COF Contract No. 2013-0039), dated the 23rd day of April 2013, at a fee not to exceed **THREE HUNDRED THIRTY-SEVEN THOUSAND AND NO/100 DOLLARS** \$337,000.00; and

WHEREAS, the City realizes the need for additional engineering services for an expanded study area to address the growth and development in the area east of I-65 to Carothers Parkway; and

WHEREAS, the Consultant has presented to the City staff a Proposal with a summary of costs that breaks down the anticipated work effort as found in Exhibit A (attached and made a part hereto); and

WHEREAS, City staff feels the Values as presented in Exhibit A are appropriate for the anticipated work required as presented in the Amendment of the Agreement.

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 October 16, 2019, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment. Exhibit 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 **TWO HUNDRED FIFTY-FIVE THOUSAND AND**

NO/100 DOLLARS (\$255,000.00) for the additional Services as described in Exhibit 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 April 23, 2013, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

Hazen and Sawyer

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: 
Print: Scott Woodward
Title: Vice President
Date: 10/28/2019

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Maricruz R. Fincher, Staff Attorney



October 16, 2019

Mr. Brian Goodwin, P.E.
City of Franklin
Water Management Dept.
124 Lumbar Dr.
Franklin, TN 37064

Re: South Prong Interceptor Improvements

Dear Mr. Goodwin:

We are pleased to submit this proposal to extend our current design upstream to Carothers Pky. Based on recent basin modeling requested by the City, Hazen determined that the current design did not take the interceptor upsize far enough upstream to prevent surcharging. Hazen took the existing sewer model and incorporated the proposed developments listed in the Water Departments Development Tool and also coordinated with the Planning Department to make sure all proposed developments in the basin were included so the full reach of the interceptor improvement could be determined. This modeling effort resulted in the 36-inch upsize needing to be continued approximately 3,800 linear feet upstream, stopping just prior to crossing Carothers Pky.

This letter proposal is for the additional work needed to add approximately 3,800 linear feet of 36-inch diameter sewer interceptor to the current design project. The scope includes additional Design, Survey, Geotechnical, Environmental/Historical, Easements, Permitting, and Bidding assistance to the complete revised project. Construction Administration needs shall be determined at a later date.

Task	Description	2013 Current Budget	Summary of Scope Change	2019 Budget Modification Request	Proposed New Budget
1A	Preliminary Study	\$52,700	None	\$0	\$52,000
	Expenses	\$1,000	None	\$0	\$1,000
1B	Design	\$141,500	Additional Design needed for the 3,800 LF of sewer added to the project by the City	\$150,000	\$291,500
	Survey	\$34,500	Additional Survey needed for the 3,800 LF of sewer added from Mallory Ln to Carothers Pky.	\$32,750	\$67,250
	Easements (\$450/each)	\$6,300	Additional easements (5)	\$2,250	\$8,550
	Geotechnical	\$14,000	Additional Borings (10)	\$32,000	\$46,000
	Environmental/Historical	\$0	Sewer Corridor evaluation for Environmental and Historical entities	\$10,000	\$10,000
	Permitting/Fees	\$0	Federal, State, and Local Submittals	\$15,000	\$15,000
	Expenses	\$10,000	None	\$0	\$10,000
	Bidding	\$0	Preparation of Bid Documents, Advertisement, Respond to Questions, Prepare Addendums, Review bids, and Prepare a Recommendation Letter	\$13,000	\$13,000
Subtotal Task 1		\$260,000		\$255,000	\$515,000

2	Condition Assessment and Design for 36-inch CIPP	\$30,000	None	\$0	\$30,000
	Allowance for CCTV/Sonar	\$10,000	None	\$0	\$10,000
	Expenses	<u>\$2,000</u>	None	<u>\$0</u>	<u>\$2,000</u>
	Subtotal Task 2	\$42,000			\$42,000
3	Permanent Flow Monitoring Station	\$31,500	None	\$0	\$31,500
	Survey	\$2,000	None	\$0	\$2,000
	Expenses	<u>\$1,500</u>	None	<u>\$0</u>	<u>\$1,500</u>
	Subtotal Task 3	\$35,000			\$35,000
	Total Not-to-Exceed	\$337,000		\$255,000	\$592,000

Hazen proposes to perform these tasks on an hourly basis for the not to exceed fee of **\$255,000**. Hazen will begin work immediately upon notice to proceed and design will be completed within 6 months.

As always, we appreciate the opportunity and look forward to working with the City to complete the project. Please contact Scott Woodard or me if you have questions or require additional information.

Sincerely,
Hazen and Sawyer



Michael Orr, P.E.
Senior Associate

cc: Scott Woodard, P.E., (Vice President)