

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE WATER RECLAMATION FACILITY (WRF)
EXPANSION
AND UPGRADES PROJECT
COF Contract No. 2018-0143**

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

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled **Franklin Water Reclamation Facility Upgrades Project Construction Services** dated the 14th day of August 2018; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not-to-exceed fee of **ELEVEN MILLION SIX HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$11,677,396.00)**, as authorized by the Water Management Department and as detailed in the fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to receiving additional State Revolving Fund loans for the remainder amount of the WRF Upgrades project; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated October 18, 2019, in the amount of **THIRTY-NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$39,600.00)**; 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 October 18, 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 **THIRTY-NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$39,600.00).**

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.

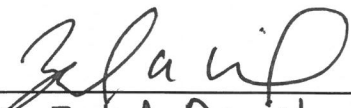
All other provisions of the Agreement dated August 14, 2018, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

CDM SMITH

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: 
Print: Zack A. Daniel
Title: Vice President
Date: November 14, 2019

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Maricruz R. Fincher, Staff Attorney



Parkview Towers
210 25th Avenue North, Suite 1102
Nashville, Tennessee 37203
tel: 615-771-2466
fax: 615-778-9733

October 18, 2019

Ms. Michelle Hatcher, P.E.
City of Franklin
Water Management Department
124 Lumber Drive
Franklin, TN 37064

Subject: Franklin WRF Expansion Project
Amendment No. 1

Dear Ms. Hatcher;

Please see attached our proposal for Amendment No. 1 to our existing contract. Please contact Zack or me if you have questions or concerns, and we sincerely appreciate the opportunity to continue our work with the City of Franklin.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Daniel A. Harris'.

Daniel A. Harris, PMP, CCM, LEED GA
Project Manager
CDM Smith

cc: Zack Daniel, CDM Smith
Brian Goodwin, City of Franklin
File 231666.05.02.10



Amendment 1 Proposal

Franklin Wastewater Reclamation Facility Construction Services

This document is the first proposed amendment to the August 14, 2018 contract between the City of Franklin, Tennessee (City) and CDM Smith for the Franklin Wastewater Reclamation Facility (WRF) Upgrades Project Construction Services (COF Contract No. 2018-0143). This amendment redistributes costs from the original budget to allow for more efficient utilization of funding due to costs not foreseen in the original budget and other costs accounted for in the original budget, which will no longer be necessary for the original purpose. This amendment also reflects additional level of effort for administration of additional three (3) State Revolving Fund (SRF) loans as detailed on the attached breakdown.

Scope

The proposed amendment to the scope of work consists changes to the following tasks:

- Task R1 – Resident Services

Task R1 Reallocation of Costs for to Allow for PM/Lead RPR Relocation

The original budget allowed \$10,200 for Apartment Rental in the OTHER DIRECT COSTS category. These costs are deleted. A new line is added allowing \$3,710 for RELOCATION as agreed by the Department of Water Management. The remaining \$6,490 from the Apartment Rental line moves to the Miscellaneous Equipment/Supplies line for a new total for that line of \$10,990. This scope change will not result in a change to the contract value.

- Task G3 – Reviews, Clarifications and Interpretations

Task G3 Reallocation of Costs Previously Assigned to Document Management System

The original budget allowed \$100,000 in Miscellaneous Equipment/Supplies in the OTHER DIRECT COSTS category for licensing fees for a Document Management System to be provided by CDM Smith. Of this funding, \$99,905 is reassigned to Engineer/Scientist (689 hours @ \$145). The remaining \$95 is reallocated to Document Reproduction. This scope change will not result in a change to the contract value.

- Task S2 – SRF Related Services

Task G3 Costs for Administration of Additional SRF Loans

The original budget allowed \$143,000 for administration of SRF loans in place at project inception. Per the October 9, 2019 letter from Leslie Gillespie-Marthaler, PhD (TDEC), an additional \$32,500,000 in loans has been made available to the City for project construction costs. This amendment allows for professional services for administrative assistance including facilitating services for up to three (3) SRF loans. Tasks may include planning and bidding/advertising services, including but not limited to attending public meetings, compiling, transmitting, reviewing and facilitating loan application

documents, document management and file review assistance, other meeting attendance, assistance with Davis-Bacon and American Iron and Steel compliance limited to document management and SRF liaison assistance. This scope change adds \$39,600 to the contract upper limit.

Schedule

This amendment will not result in a change to the contract schedule.

Budget

CDM Smith proposes to provide the above scope changes for a revised upper limit of \$11,716,996.00 (Eleven million seven hundred sixteen thousand nine hundred ninety-six and 0/100 dollars) as detailed on Table 1 attached.

Table 1
Summary of Budget by Task
Franklin WRF Construction Services Amendment 1 Proposal

Task No.	Resident Services										Construction Special Services				O&M Services	
	G1	G2	G3	G4	G5	R1					Change Management	SRF Related Services	Record Drawings	Startup & Commissioning Services	Allowance for CMMS Development Guidance	Totals
LABOR																
Officer	Rate	Project Management	Project Meetings	Reviews, Clarifications and Interpretations	Office Staff Visits	Witnessing Factory Tests	Construction Observation				26	0	0	0	0	640
	\$225	404	210	0	0	0	0				0	0	0	0	0	7280
Project Manager/Lead RPR	\$190	0	0	0	0	0	7280				0	0	0	0	0	7280
Project Controls Specialist	\$110	200	0	0	0	0	0				0	0	0	0	0	200
Senior Technical Specialist	\$210	2024	747	866	376	128	0				325	0	28	710	33	5237
Technical Specialist	\$190	74	836	908	1996	112	0				325	0	56	48	33	4387
Senior Engineer/Scientist	\$165	50	166	1300	72	0	0				325	0	56	4274	33	6276
Engineer/Scientist	\$145	3192	510	4247	0	0	0				325	0	113	156	33	8576
Junior Engineer/Scientist	\$120	0	0	2450	0	0	0				260	0	0	0	0	2775
Senior Designer	\$140	0	0	0	0	0	0				0	0	733	0	0	993
Contract Administrator	\$110	398	0	0	0	0	0				0	0	0	0	0	398
Construction Coordinator	\$210	10	50	344	0	0	0				270	0	0	0	0	674
Designer/Drafter/Technician	\$95	0	0	200	0	0	0				260	0	451	0	0	911
Administrative Staff	\$90	1604	73	0	0	0	0				0	0	34	150	0	1861
Electrical RPR	\$165	0	0	0	0	0	800				0	0	56	0	0	856
Senior RPR	\$140	0	0	0	0	0	7880				0	0	0	0	0	7880
RPR	\$110	0	0	0	0	0	11360				0	0	0	0	0	11360
Construction Cost Estimator	\$160	0	0	0	0	0	0				260	0	0	0	0	260
TOTAL HOURS	7956	2591	\$481,153	10315	2444	240	27320				2701	0	1527	5338	132	60564
TOTAL DOLLARS	\$1,213,330			\$1,569,935	\$470,080	\$48,160	\$3,868,000				\$435,000	\$0	\$199,898	\$899,550	\$23,430	\$9,208,535
OTHER DIRECT COSTS																
Car Mileage	\$0.570	\$171	\$17,844	\$0	\$11,223	\$399	\$23,598				\$3,420	\$0	\$0	\$2,913	\$114	\$59,682
Rental Car	\$70	\$420	\$3,430	\$0	\$15,540	\$2,100	\$7,000				\$0	\$0	\$0	\$0	\$840	\$41,300
Air Fare	\$700	\$4,200	\$33,600	\$0	\$65,100	\$11,600	\$23,100				\$0	\$0	\$0	\$51,800	\$2,800	\$192,200
Meals	\$63	\$0	\$8,411	\$0	\$14,742	\$1,890	\$6,300				\$1,890	\$0	\$0	\$10,962	\$756	\$44,951
Hotel	\$157	\$942	\$15,936	\$0	\$17,113	\$2,512	\$15,700				\$4,710	\$0	\$0	\$28,260	\$1,884	\$87,057
Apartment Rental	\$1,300	\$0	\$0	\$0	\$0	\$0	\$0				\$0	\$0	\$0	\$0	\$0	\$0
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$11,520				\$0	\$0	\$0	\$0	\$0	\$11,520
Document Reproduction	\$1,405	\$2,085	\$330	\$12,515	\$890	\$140	\$0				\$4,000	\$0	\$5,500	\$2,132	\$176	\$28,843
Shipping	\$1,185	\$0	\$0	\$8,050	\$0	\$0	\$0				\$980	\$0	\$0	\$0	\$0	\$10,545
Relocation	\$0	\$0	\$0	\$0	\$0	\$0	\$3,710				\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous Equipment/Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$10,990				\$0	\$0	\$0	\$0	\$0	\$10,990
TOTAL ODCs Plus 0% Markup	\$8,323	\$81,635		\$20,565	\$124,608	\$18,641	\$101,918				\$15,000	\$0	\$3,500	\$108,037	\$6,570	\$490,797
OUTSIDE PROFESSIONALS																
Structural - Special Inspection	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000				\$0	\$0	\$0	\$0	\$0	\$30,000
Civil Infrastructure Associates	\$44,640	\$0	\$0	\$37,200	\$0	\$0	\$135,000				\$0	\$0	\$11,200	\$0	\$0	\$228,040
LDA Eng (SRF Admin & Svcs)	\$0	\$0	\$0	\$0	\$0	\$0	\$0				\$0	\$166,000	\$0	\$0	\$0	\$166,000
Tom Lamb (RPR and A&ES Support)	\$0	\$0	\$0	\$0	\$0	\$0	\$906,200				\$0	\$504,000	\$0	\$0	\$0	\$1,410,200
Subtotal OPs	\$44,640	\$0	\$0	\$37,200	\$0	\$0	\$1,071,200				\$0	\$670,000	\$11,200	\$0	\$0	\$1,834,240
Total OPs Plus 10% Markup	\$49,104	\$0	\$0	\$40,920	\$0	\$0	\$1,178,320				\$0	\$737,000	\$12,320	\$0	\$0	\$2,017,664
TOTALS	\$1,270,757	\$562,787	\$1,631,420	\$594,688	\$66,801	\$5,148,238	\$450,000				\$217,718	\$1,007,587	\$30,000	\$0	\$0	\$11,716,996

LDA-EK_Anticipated hours for new WRF loans 20191017

Item	Anticipated Hours	Hourly Rate	Total
Liason with SRF--user rate status, status of loan app docs	10	\$ 150.00	\$ 1,500.00
Review initial SRF loan application docs	10	\$ 150.00	\$ 1,500.00
Prepare/attend/advertise/document Public Meeting	14	\$ 150.00	\$ 2,100.00
Prep/attend Council meeting for passage of Authorizing Resolution, follow up RE signed resolution/ meeting minutes, etc.	10	\$ 150.00	\$ 1,500.00
Review signed loan application docs, ensuring correct # of SRF copies	20	\$ 150.00	\$ 3,000.00
Collate additional docs needed for SRF loan application packages--Title VI, etc.	6	\$ 150.00	\$ 900.00
Respond to SRF questions about completed loan application documents	6	\$ 150.00	\$ 900.00
Create or check new files for documetation	4	\$ 150.00	\$ 600.00
Total per new loan	80		\$ 12,000.00
Number of anticipated new loans	3		
Total for 3 new loans			\$ 36,000.00