

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR COF FIRE STATION 7 GEOTECHNICAL SERVICES PROJECT
COF Contract No. 2017-0374**

THIS AMENDMENT is made and entered into on this the 23rd day of April, 2018, by and between the **City of Franklin, Tennessee ("City")** and **COLLIER ENGINEERING CO, INC. ("Consultant")**.

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled **CITY OF FRANKLIN FIRE STATION 7 GEOTECHNICAL SERVICES**, dated the 10th day of January 2018; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of **NINE THOUSAND NINE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$9,975.00)**, as authorized by the Facilities Manager and as detailed in the fee schedule; and

WHEREAS, the City and Consultant realized the additional need for engineering, testing due to the amount of colluvial soil that was discovered on the site beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a breakdown in regard to the extra time regarding increase in engineering services, as described in Exhibit A dated April 23, 2018, in the amount of **THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$3,200.00)**; 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 has performed the work as proposed in their April 23, 2018, document 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 **THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$3,200.00)**.

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.

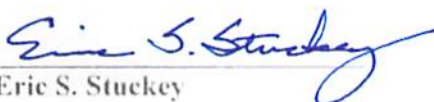
10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

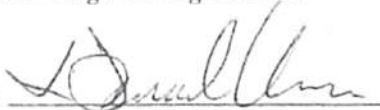
All other provisions of the Agreement dated January 10, 2018, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

Collier Engineering Co. Inc.

By: 
Eric S. Stuckey
City Administrator
Date: 9-7-2018

By: 
Print: J. Samuel Vance
Title: Geotechnical Mgr
Date: 05 Sep 2018

Approved as to form:


Tiffani M. Pope, Staff Attorney



"Value from the Past. Experience for Today. Preparing us for the Future"

5560 Franklin Pike Circle
Brentwood, Tennessee 37027
(P) 615.331.1441 (F) 615.331.1050
www.collierengineering.com

Invoice #: 1804-111

Invoice Date: 4/23/2018

Due Date: 5/23/2018

Bill To:

City of Franklin
Mr. Brad Wilson
109 3rd Avenue South
Franklin, TN 37064

P.O. Number: COF 18-001

Project:

Fire Hall No 7-Geotechnical Svcs

Description	Units	Rate	Amount
Drilling		5,850.00	5,850.00
PE Site Visit		775.00	775.00
Laboratory		850.00	850.00
Engineering		2,500.00	2,500.00
Additional Services-Overage		3,200.00	3,200.00
-as approved by Brad Wilson, 04/23/2018			

Total	\$13,175.00
Payments/Credits	\$0.00
Balance Due	\$13,175.00

Order Pending
\$3,200.00

Direct questions to Sam Vance, Project Manager, (615) 331-1441

City of Franklin**City of Franklin Consulting | Fire Station 7 | Geotechnical Services****Geotechnical Services**

Date	Employee	Classification	Miles	Hours
Becky Smith				
Tue, Mar 27, 2018	Becky Smith	Senior Inspector	210	3.00
Performed in-situ (inplace Density test) and did the report				
	Becky Smith		210	3.00
Hayden Bilyeu				
Fri, Mar 16, 2018	Hayden Bilyeu	Senior Inspector	-	2.00
Lab				
Sat, Mar 17, 2018	Hayden Bilyeu	Senior Inspector	-	3.50
Lab				
	Hayden Bilyeu		-	5.50
Jim Beaudoin				
Mon, Mar 26, 2018	Jim Beaudoin	Senior Project Manager	-	1.50
Moistures and 3 Atterbergs for Fire Station 7				
Tue, Mar 27, 2018	Jim Beaudoin	Senior Project Manager	-	2.50
Weighting and reporting				
Fri, Mar 30, 2018	Jim Beaudoin	Senior Project Manager	-	1.00
Reporting				
	Jim Beaudoin		-	5.00
Josh Barnette				
Thu, Jan 11, 2018	Josh Barnette	Engineer in Training	-	1.25
Boring hole coordinates for Sam Vance				
	Josh Barnette		-	1.25
Sam Vance				
Thu, Jan 11, 2018	Sam Vance	Senior Project Manager	-	0.50
Fri, Jan 12, 2018	Sam Vance	Senior Project Manager	-	1.00
Tue, Jan 16, 2018	Sam Vance	Senior Project Manager	-	0.50
Wed, Jan 17, 2018	Sam Vance	Senior Project Manager	-	0.50
Thu, Jan 18, 2018	Sam Vance	Senior Project Manager	-	1.00
Tue, Jan 23, 2018	Sam Vance	Senior Project Manager	28	1.50
one call marks				
Wed, Jan 24, 2018	Sam Vance	Senior Project Manager	-	0.50
Thu, Jan 25, 2018	Sam Vance	Senior Project Manager	-	1.00
Tue, Feb 13, 2018	Sam Vance	Senior Project Manager	-	1.00
Fri, Feb 16, 2018	Sam Vance	Senior Project Manager	-	0.75

Collier Engineering Co. Inc.

Summary of hours with
comments

Mon, Feb 19, 2018	Sam Vance	Senior Project Manager	-	0.50
Tue, Feb 20, 2018	Sam Vance	Senior Project Manager	29	2.50
Sun, Feb 25, 2018	Sam Vance	Senior Project Manager	-	0.50
Tue, Mar 06, 2018	Sam Vance	Senior Project Manager	-	1.00
Fri, Mar 09, 2018	Sam Vance	Senior Project Manager	-	1.00
Mon, Mar 12, 2018	Sam Vance	Senior Project Manager	-	1.00
Tue, Mar 13, 2018	Sam Vance	Senior Project Manager	-	1.00
Wed, Mar 14, 2018	Sam Vance	Senior Project Manager	-	1.50
Thu, Mar 15, 2018	Sam Vance	Senior Project Manager	40	2.50
Fri, Mar 16, 2018	Sam Vance	Senior Project Manager	-	2.00
Sat, Mar 17, 2018	Sam Vance	Senior Project Manager	-	1.00
Wed, Mar 21, 2018	Sam Vance	Senior Project Manager	-	2.00
Thu, Mar 22, 2018	Sam Vance	Senior Project Manager	-	4.00
Fri, Mar 23, 2018	Sam Vance	Senior Project Manager	-	1.00
Sat, Mar 24, 2018	Sam Vance	Senior Project Manager	-	1.50
Mon, Mar 26, 2018	Sam Vance	Senior Project Manager	-	1.50
Tue, Mar 27, 2018	Sam Vance	Senior Project Manager	-	2.00
Wed, Mar 28, 2018	Sam Vance	Senior Project Manager	-	6.00
Thu, Mar 29, 2018	Sam Vance	Senior Project Manager	-	3.00
			Sam Vance	97 43.75
			Geotechnical Services	307 58.50
City of Franklin Consulting Fire Station 7 			Geotechnical Services	307 58.50
			City of Franklin	307 58.50

Extra Time,
 Colossal Soil Co-d. 1000,
 More / Greater P.T. of Engineering