

**AMENDMENT NO. 2 TO  
PROFESSIONAL ENGINEERING SERVICES  
FOR THE HILLSBORO ROAD SPOT IMPROVEMENTS  
PROJECT  
COF Contract #2012-0122**

THIS AMENDMENT is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Franklin, Tennessee ("City") and Smith Seckman Reid, Inc (SSR) ("Consultant").

**WITNESSETH:**

**WHEREAS**, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled Hillsboro Road Spot Improvements Project dated the 11<sup>th</sup> day of April 2006; and

**WHEREAS**, said Agreement stipulated that the Consultant would be paid a not to exceed fee of \$22,000 as authorized by the City Engineer and as detailed in the fee Schedule; and

**WHEREAS**, the City and the Consultant amended this agreement through Amendment No 1 to Professional Engineering Services, dated the 13<sup>th</sup> day of October, 2009; and

**WHEREAS**, said Amendment No 1 stipulated that the Consultant would be paid an additional not to exceed fee of \$32,400 as authorized by the City Engineer and as detailed in the fee Schedule; and

**WHEREAS**, the City has negotiated with the Consultant an increase in design services as described in Exhibit A - Hillsboro Road Spot Improvement Revised Additional Fee Request in the amount not to exceed **Fourteen Thousand Seven Hundred Fifty and No/100 Dollars (\$14,750.00)**.

**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 services as provided for in **Exhibit A - Hillsboro Road Spot Improvement Revised Additional Fee Request**.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the additional Professional Services required in an amount not to exceed **Fourteen Thousand Seven Hundred Fifty and No/100 Dollars (\$14,750.00)**.

The City reserves the right to issue any payments jointly to the Consultant and Contractor when the City receives information that the Consultant has not paid its Contractor.

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 approved by BOMA dated April 11<sup>th</sup>, 2006 and Amendment No 1 dated October 13<sup>th</sup>, 2009, are unchanged and remain in full force and effect.

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

**The CITY OF FRANKLIN, TENNESSEE**

**Smith Seckman Reid, Inc**

By: \_\_\_\_\_  
**Dr. Ken Moore**  
Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Eric S. Stuckey**  
City Administrator  
Date: \_\_\_\_\_

**Approved as to form:**

*Shauna R. Billingsley*  
Shauna R. Billingsley, City Attorney



EXHIBIT A

2995 Sidco Drive  
Nashville, TN 37204  
(615) 383-1113  
Fax (615) 386-8469  
www.ssr-inc.com

CITY OF FRANKLIN  
ENGINEERING  
Rec'd By: *SF* Date: *6-7-12*

June 6, 2012

Mr. William Banks  
City of Franklin, Tennessee  
109 Third Avenue South  
Franklin, TN 37064

Dallas

Denver

RE: **CITY OF FRANKLIN, TENNESSEE**  
**Hillsboro Road Spot Improvements**  
**Revised Additional Fee Request**  
**SSR No. 05-41-043.1**

Fort Lauderdale

Hemando

Houston

Dear Mr. Banks:

Knoxville

Per your email dated May 21, 2012 Smith Seckman Reid, Inc. is pleased to provide design services for the sewer improvements from S.R. 96/Bridge Street to North Margin Street. As part of this work, SSR will design a new 12-inch and 18-inch gravity sanitary sewer between Bridge Street and North Margin Street to take the place of the existing 10-inch and 16-inch clay gravity sewer. SSR will coordinate with the City of Franklin and the on-going rehabilitation work being done by Gresham Smith and Partners to insure that all proposed work corresponds correctly.

Memphis

Nashville

Phoenix

As discussed, this additional work will be added to the original Hillsboro Spot Improvements project. In order to perform this work we are respectfully requesting an increase of **\$14,750.00** to the current fee of \$54,400.00. Similar to the water line project, design/construction coordination and by-pass pumping will be very important in the installation of this gravity sewer along Hillsboro Road. The new lump sum fee of \$69,150.00 will not be exceeded without prior approval by the City.

San Jose

As always we appreciate the opportunity to serve the City of Franklin, Tennessee. If you have any questions or concerns regarding this request, please do not hesitate to call me at (615)460-0543.

Sincerely,  
**SMITH SECKMAN REID, INC.**

Paolo M. Fonda, P.E.

Cc: JHB, ATJ, File (1)



HISTORIC  
FRANKLIN  
TENNESSEE

ITEM #9  
CIC  
07-12-12

## MEMORANDUM

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July 12, 2012

**TO:** Board of Mayor and Aldermen

**FROM:** Eric Stuckey, City Administrator  
David Parker, City Engineer/CIP Executive  
Paul Holzen, Interim Director of Engineering  
William G. Banks, Staff Engineer I

**SUBJECT:** **Consideration of Amendment No. 2 (COF Contract No. 2012-0115) to the Professional Services Agreement with Smith Seckman Reid, Inc. (SSR) for Additional Design Services for the Hillsboro Road Spot Improvements Project in an Amount Not to Exceed \$14,750.**

### Purpose

The purpose of this memorandum is to bring forward to the Board of Mayor and Aldermen (BOMA) a proposal from Smith Seckman Reid, Inc. (SSR) for additional engineering design services for the Hillsboro Road Spot Improvements Design Contract (sanitary sewer), part of the overall Hillsboro Road Improvements Project.

### Background

The Hillsboro Road Improvements Project has been under design since 2005. BOMA awarded SSR a Professional Services Agreement for the Project's sanitary sewer relocation design on April 11, 2006, in the amount of \$22,000. Amendment No. 1 was approved by BOMA on October 13, 2009, for an additional \$32,400, which increased the total contract amount to \$54,400. This was required because of the great deal of coordination with utility companies, and the subsequent design modifications.

This Amendment No. 2 deals with recent design modifications brought about by updated utility coordinations, roadway design changes, and coordination with the West Main Sewer Rehabilitation Project. This new fee will allow for the Hillsboro Road sanitary sewer plans to be fully completed. See the attached proposal for additional details.

### Financial Impact

Amendment No. 2 (COF Contract No. 2012-0115) to the Professional Services Agreement with SSR at a not-to-exceed cost of Fourteen Thousand Seven Hundred Fifty and No/100 dollars (\$14,750.00). New contract total becomes \$69,150.00 (\$54,400.00 + \$14,750.00).

### Recommendation

After review of the Amendment No. 2 proposal, staff recommends approval of COF Contract No. 2012-0115 with Smith Seckman Reid, Inc. in the amount of \$14,750.