

**AMENDMENT NO. 2 TO  
PROFESSIONAL ENGINEERING SERVICES  
FOR THE HILLSBORO ROAD IMPROVEMENTS PROJECT  
COF Contract No 2011-0059**

**THIS AMENDMENT** is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **City of Franklin, Tennessee** ("City") and **Sullivan Engineering, Inc (SEI)** ("Consultant").

**WITNESSETH:**

**WHEREAS**, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled Hillsboro Road Improvements Project dated the 24<sup>th</sup> day of March, 2008; and

**WHEREAS**, the City and the Consultant amended this agreement through Amendment No 1 To Professional Engineering Services, dated the 26<sup>th</sup> day of April, 2011; and

**WHEREAS**, the City and the Consultant realized 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 revised Scope of Services (Attachment A) and estimated Fee for said services as broken down in Exhibit A; and

**WHEREAS**, the City has negotiated with the Consultant an increase in design services as described in Attachment A - Hillsboro Road (US 431) Design Document (Amendment #2) Phase I for no additional cost only a revised scope of services as outlined in Attachment A.

**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 **Attachment A - Hillsboro Road (US 431) Design Document (Amendment #2) Phase I**, 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 Professional Services required as provide for in **Attachment A - Hillsboro**

**Road (US 431) Design Document (Amendment #2) Phase I and as further described in Exhibit A of Attachment A.**

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 March 27, 2008 and Amendment No 1 dated April 26, 2011, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

**The CITY OF FRANKLIN, TENNESSEE**

**Sullivan Engineering, 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



*SULLIVAN ENGINEERING, INC.*  
317 MAIN STREET, SUITE 400  
FRANKLIN, TN. 37064  
(615) 642-5822

**June 5, 2012**

Mr. Paul Holzen, P. E.  
City of Franklin Director of Engineering  
109 3rd Avenue South  
P.O. Box 305  
Franklin, TN 37064

**RE:** Hillsboro Road (US 431) Design Documents (Amendment #2)  
Phase 1  
From: Joel Cheek Boulevard  
To: Mack Hatcher Bypass  
City of Franklin, Tennessee  
Williamson County

Dear Paul,

Sullivan Engineering, Inc. is pleased to submit the following proposal for supplemental engineering services required to prepare letters of concurrence, associated displays/mapping, modification of the "Purpose and Need" prior to preparation and submittal of "Programmatic Categorical Exclusion" (PCE), for submittal to State and Federal agencies in an effort to obtain final approval in the environmental process. A scope of services and compensation summary of supplemental engineering services is included within this proposal for your use in your evaluation process.

Exhibit A (attached) reconciles the many "Task Performed" that are incurred during the engineering process as identified in the scope of services. The project consist of the approved Base Contract and Amendment 1 with this document (Amendment 2) pending approval. In an effort to expedite the engineering design services various funds have been established covering known and unknown engineering task. As the engineering design has evolved it has been determined that while some task where not required other task has arisen that were not anticipated. Although the contract ceiling has not been increased as set for the in Amendment 1, budget allowances have been redistributed under this contract amendment to cover other task that were not anticipated under previous contract agreements. Therefore, Exhibit A is has been prepared to clarify "Task Performed" and associated fees.

This proposal is based on discussions with City Staff and Joe Matlock, TDOT regarding additional services required for preparation of the "Purpose and Need" document in advance of preparation and submittal of "Programmatic Categorical Exclusion".

In order to meet existing requirements of the Purpose and Need letter SEI will need to obtain a new EDR data search containing hazardous materials updates necessary for required "D" list items. Information contained within the "letters of Concurrence" will cover Phase 1 of the project. Therefore, the general coverage area will be from just south of Joel Cheek Boulevard to just north of the Mack Hatcher Bypass.

A Programmatic Categorical Exclusion (PCE) document is necessary to comply with TDOT's requirements for this road way project. TDOT has recently adopted a new checklist for implementing the requirements of the PCE. The Hillsboro Road project will be one of the first to incorporate this checklist approach. The new PCE document starts with a base of 62 sheets which requires addressing multiple pages of checklist after which the initial environmental report must be incorporated into the PCE formatted document.

Prior to incorporation into the PCE document the initial environmental report will require summarization of various portions of the existing environmental documentation and studies that have previously been performed. In addition all of the existing studies, exhibits, photographs and engineering drawings contained within the original assessment will also have to be inserted into the appendices of the new document.

Letters of concurrence from various regulatory agencies must also be included in the PCE. At this time we have received notification from all agencies with the exception of Air, Noise and Native American agencies which were to have been conducted by the TN Department of Transportation. Based on initial conversations we do not anticipate any issues as a result of these documents. However, in an effort to save time an allowance will be established in the budget for additional services to avoid delays in the preparation of the PCE.

**Scope of Services**  
**“Purpose and Need” Document**

This work will consist using the original environmental document which was prepared 6+/- years prior as a base and reformatting inclusive of necessary updates for compliance with current regulations. A more detailed scope of service is noted within the fee schedule below.

**SUMMARY OF “PURPOSE AND NEED” SERVICES**  
*(Supplemental Services based on Notice to Proceed date on or before February 1, 2012)*

<b><u>Supplemental Engineering Services</u></b>	
<i>(The following summary represents the estimated fee necessary for our design team to complete this phase of the project. Which were not included within SEI's original scope of services.)</i>	
<b>Revisions to the Environmental Assessment</b> <i>(The following task are in lieu of revising the original NEPA Document to a “TEER” Document as requested by Staff)</i>	<b>Budget Allowance</b>
Appropriate “letters of Concurrence” shall be prepared and distributed in an effort to satisfy approval requirements necessary to obtain environmental clearance for proposed Hillsboro Road, Phase 1 construction. This document would address issues, and provide information in a format for review and acceptance by State and Federal agencies. Inclusive will be updates to original EPA data base searches for Hazardous Wastes sites, which is also a requirement.	\$36,225.00
1) Extract appropriate data from the original “NEPA” document for use in preparation of the required "Letters of Concurrence".	
2) Revise "Purpose and Need" letter for submittal by the City of Franklin	
3) Obtain a new EDR to include "D" List items.	
4) Meet with SHPO personnel for guidance on items to include in concurrence request	
<b>Reproduction Services</b>	
Layout Sheets	\$150.00
Displays/Exhibits	\$180.00
Letter of Concurrence	\$210.00
<b>Total Estimated Budget</b>	<b>\$36,765.00</b>
<b>Estimated Time Line to Complete Task</b>	
B) Time Frame: (Allowing for review times is estimated to take approximately 2 to 3 months).	
1) After receiving a Notice to Proceed SEI Shall submit draft for review by the city (30 Days)	
2) After receiving city Comments a final Draft shall be prepared and submitted to the City (14 Days)	
3) Allowance for review by TDOT after submittal for acceptance by the City (60 Days)	
4) Revise and prepare final document after receipt of State comments (30 Days)	

<b>Exclusions</b>	
1) "TEER" Report	
2) Air Quality Analysis	
3) Noise Impact Analysis	
4) Update of previous Data	
5) Public Meetings, Hearings or Advertisements	
6) The Environmental Document will be submitted in its entirety. Therefore, data which pertains only to Phase 1 will not be separated out.	
7) Revisions to the original NEPA Document.	

**NOTES:**

- 1) This item includes \$6,900 in the event an Architectural Historian is required in the preparation of research documents and shall be deleted from the budget if not utilized.

<b>Summary of Reproduction Services</b>				
	<b>Base QTY</b>	<b>Plots/PDF's (Draft for review and meetings)</b>	<b>Plots/PDF's (Final)</b>	<b>Estimated Budget</b>
Layout Sheets	5	2	1	\$150.00
Displays/Exhibits	6	2	1	\$180.00
Letter of Concurrence	120	2	5	\$210.00
<b>Estimated Budget</b>				<b>\$540.00</b>

***Programmatic Categorical Exclusion***

Prepare and submit the required TDOT checklist and PCE document in PDF format for City of Franklin review. Upon completion one (1) copy of the PCE will be presented to the city for signature by the City of Franklin and submittal to TDOT's Environmental Division for final acceptance. The PCE shall be done utilizing the same style and size font as the original environmental document.

NOTE: Previously it has been assumed that any air and noise issues associated with the project have been, or will be, handled by TDOT's Environmental Division. Additionally, all Native American correspondence and concurrence is assumed to be have been completed by TDOT. All air, noise, and Native American information necessary for insertion in to the PCE will need to be obtained prior to initializing work on the PCE so that any and all reference documents and concerns can be incorporated into the final submittal of the PCE to the City of Franklin, and TDOT, for review and acceptance.

The draft PCE and associated checklist will be ready for submittal to the City of Franklin for review within 14 days of a notice to proceed after the Air, Noise and Native American documents have been received by Sullivan Engineering, Inc. (SEI).

Once the City and TDOT reviews are completed, any necessary revisions will be incorporated and the PCE submitted to TDOT for review within 10 working days.

**SUMMARY OF "PROGRAMMATIC CATAGORICAL EXCLUSION" SERVICES**

*(Supplemental Services based on Notice to Proceed date on or before June 15, 2012)*

**Supplemental Engineering Services**

*(The following summary represents the estimated fee necessary for our design team to complete this phase of the project. Which were not included within SEI's original scope of services.)*

Scope of Services	Budget Allowance
Prepare and submit the required TDOT checklist and PCE document in PDF format for City of Franklin review. Upon completion one (1) copy of the PCE will be presented to the city for signature by the City of Franklin and submittal to TDOT's Environmental Division for final acceptance.	\$5,750.00
Modification of exhibits, photographs and engineering drawings contained within the original assessment to be inserted into the appendices of the new document.	\$1,500.00
Contingency Allowance for modifications if required as a result of Air, Noise and Native American documents	\$1,985.00
<b>Total (w/Allowance)</b>	<b>\$9,235.00</b>
<b>Exclusions</b>	
1) Edits to base environmental report	
2) Air Quality Analysis	
3) Noise Impact Analysis	
4) Native American Analysis	

The requested services shall be done on a lump sum basis, and shall include all items listed in the Scope of Work inclusive of printing, plotting and travel expenses. The budget allowance for printing shall be based on the quantity noted in the "Scope of Services". All design documents shall be computer generated using Word, Excel and ACAD2004 or newer, and made available on bond or Portable Document Format (PDF) and submitted for review and approval by the City of Franklin Engineering Dept.

***3<sup>Rd</sup> Avenue North Retaining Wall Design/Coordination***

To assist the City of Franklin and Wiser Company, LLC in the coordination of 3<sup>rd</sup> Avenue North with design plans for Hillsboro Road it was discovered that a retaining wall would be required as part of the 3<sup>rd</sup> Avenue north bid documents. Therefore, since SEI was familiar with the two projects it was requested SEI provide assistance with the design and bid preparation related to the retaining wall design and specifications. Since time was of the essence SEI agreed to provide the necessary services on an hourly basis which is reflected in the table below.

**SUMMARY OF "3<sup>rd</sup> AVENUE NORTH RETAINING WALL" SERVICES**

**Supplemental Engineering Services**

*(The following summary represents the estimated fee necessary for our design team to complete this phase of the project. Which were not included within SEI's original scope of services.)*

Scope of Services	Professional Engineer II	Staff Assoc/Proj Coordinator	Roadway Designer II	CADD Technician	Net Fee
	Man-day's Required	Man-day's Required	Man-day's Required	Man-day's Required	

Project Coordination	1.00	1.00	1.00	1.00	\$ 1,828.42
Retaining Wall Design and Research	2.00	2.00	2.00	2.00	\$ 2,418.24
Construction Details/Notes/Quantities	0.25	0.25	0.25	0.25	\$ 1,434.76
<b>Total</b>					<b>\$5,681.42</b>

The requested services were performed on an hourly basis, inclusive of printing, plotting and travel expenses. All design documents have been computer generated using Word, Excel and ACAD2004 or newer, and are on paper (bond) or Portable Document Format (PDF) by the City of Franklin Engineering Dept.

### SUMMARY OF SUPPLEMENTAL SERVICES

<u><i>Supplemental Engineering Services</i></u>	
(The following summary represents the estimated fee necessary for our design team to complete this phase of the project. Which were not included <i>within SEI's original Scope of Services.</i> )	
Scope of Services	Budget Allowance
Appropriate "letters of Concurrence" shall be prepared and distributed in an effort to satisfy approval requirements necessary to obtain environmental clearance for proposed Hillsboro Road, Phase 1 construction. This document would address issues, and provide information in a format for review and acceptance by State and Federal agencies. Inclusive will be updates to original EPA data base searches for Hazardous Wastes sites, which is also a requirement.	\$36,225.00
Sub-Total Reproduction Services	\$540.00
Prepare and submit the required TDOT checklist and PCE document in PDF format for City of Franklin review. Upon completion one (1) copy of the PCE will be presented to the city for signature by the City of Franklin and submittal to TDOT's Environmental Division for final acceptance.	\$5,750.00
Modification of exhibits, photographs and engineering drawings contained within the original assessment to be inserted into the appendices of the new document.	\$1,500.00
Contingency Allowance for modifications if required as a result of Air, Noise and Native American documents	\$1,985.00
<u>3<sup>rd</sup> Avenue North Retaining Wall</u>	\$5,681.42
<b>Total Supplement #2</b>	<b>\$51,681.42</b>

I hope this proposal meets with your approval. Please contact me at your convenience after you have had a chance to review this proposal so we can discuss and answer in questions.

Sincerely,  
Sullivan Engineering, Inc.

*Paul V. Collins, Jr.*

Paul V. Collins, Jr.  
Vice President

Exhibits

cc: Mr. Richard Sullivan, PE, Sullivan Engineering, Inc.



# **EXHIBIT A**

*(Exhibit A, reconciles the application for payment schedule associated with the Base Contract, Amendment 1 and this agreement. Throughout the design process various funds had been established to cover unknown potential cost which has now been determined as not required. Therefore, these funds have been redistributed under this agreement to cover other items of work not that have arisen throughout the design process.)*

<b>Task Performed</b>	<b>Contract Fee</b>	<b>Percent Complete</b>	<b>Fee Completed</b>	<b>Previously Billed</b>	<b>Amount Due</b>
Topographic Survey – HFR	\$17,250.00				
Allowance for Park update, (1)	\$5,750.00				
Centerline / Right-Of-Way	\$23,000.00				
Review / Update Existing Documents	\$43,250.00				
Right-Of-Way	\$72,080.00				
Construction Plans	\$172,980.00				
Geotechnical Exploration & Testing	\$60,380.00				
Retaining Wall Design Plans	\$49,650.00				
Traffic Signal Modifications & Design Plans	\$34,500.00				
Traffic Signal Fiber Optic Interconnect & CCTV	\$8,630.00				
Traffic Signal Project Coordination and Mtgs.	\$8,630.00				
Property Acquisition Descriptions	\$16,000.00				
Reproduction Cost (2)	\$17,900.00				
<b>Sub-Total Approved Base Services</b>	<b>\$530,000.00</b>				
<b>April 2011 Supplemental Services Agreement (Contract Amendment #1)</b>					
<b>Section "A" (Previously Approved Services outside of the Original Contract)</b>					
<i>(The following engineering services provided by SEI where not anticipated or budget in the original contracted scope-of-services contract.)</i>					
I) Re-design of the Del Rio Pike Intersection	\$5,000.00				
II) Turning Movement Analysis of the Del Rio Pike Intersection	\$1,500.00				
III) Re-design associated with the Kroger/Swifty Site Development	\$1,500.00				
A) Over the last year various meetings and review of documents have been required to assist in the site improvements to insure compatibility with proposed improvements to Hillsboro Road. These services were not anticipated in the original scope of services and shall therefore be included within this supplement.	\$3,000.00				
IV) Re-design associated with the 3rd Ave/Sonic Drive-In Site Development	\$2,200.00				
<i>(Additional task required to complete the construction bid documents in accordance with design changes requested by the City of Franklin. The following services are to be incorporated into the original contracts scope-of-services. The task noted within this table are based on a Construction Advertisement date of Spring 2012)</i>					
V) One time stake of proposed					

<i>Task Performed</i>	<i>Contract Fee</i>	<i>Percent Complete</i>	<i>Fee Completed</i>	<i>Previously Billed</i>	<i>Amount Due</i>
right-of-way and furthest easement					
A) Re-establish original data and control points (office and field)	\$1,725.00				
VI) Re-design associated with the Kroger/Swifty Site Development	\$2,875.00				
VII) Re-design associated with the 3rd Ave/Sonic Drive-In Site Development	\$2,875.00				
A) It is understood that Sonic did not donate any property as part of the site improvements. However, the Hillsboro Road design documents where referenced in preparation of the site design. This area will be checked for compliance and if necessary the Hillsboro Road design documents shall be revised as necessary.	\$3,000.00				
B) Previously described Ingress/Egress easements which provided access to the Sonic site utilizing City of Franklin property are to be revised to become proposed right-of-way. SEI will revise all appropriate documents accordingly.	\$1,725.00				
VIII) Update the 5 <sup>th</sup> Avenue/Bridge Street Intersection <b>(Not in Scope of Services)</b>					
A) At the city's request as-built survey data was obtained by SEI over a year ago at this location at a time the intersection was nearing completion. This work has now been completed. However, City Staff feels no additional survey data is required. SEI will make a site visit and visual update of the area.					
IX) Revision of 80+/- Property Acquisition descriptions to include: (Task completed March 2008)	\$6,200.00				
X) Revision to eliminate ingress/egress easement at Granville Drive	\$1,000.00				
XI) Modification of design north of Rebel Meadows	\$7,350.00				
XII) Project start-up and initialization as a result of being inactive for over a year.	\$3,000.00				
<b>Sub-Total Approved Section "A" Services</b>	<b>\$42,950.00</b>				

<b>Task Performed</b>	<b>Contract Fee</b>	<b>Percent Complete</b>	<b>Fee Completed</b>	<b>Previously Billed</b>	<b>Amount Due</b>
<b>Section "B" Supplemental Engineering Services</b>					
<i>(The following task are not included within SEI's scope of services as outlined in the previously approved scope of services, Section "A", Appendix "A" or Appendix "B" of this document. However, should the City of Franklin determine at a later date a need for these services, SEI, upon receipt of a properly executed supplemental services agreement shall provide the requested services as outlined in this Section.)</i>					
I) Re-design associated with the 3rd Ave/Sonic Drive-In Site Development					
A) Supplemental As-built field survey required for 3rd Ave to insure accuracy of data shown on the design documents.	\$2,875.00				
II) Revision of 12+/- Property Acquisition descriptions:	\$6,000.00				
III) Revision to eliminate ingress/egress easement at Granville Drive					
A) Revision to eliminate ingress/egress easement at Granville Drive - Prior to making this change an alternate driveway location shall be evaluated to provide ingress/egress off of Hillsboro Road for Tract #57. If the relocated drive is accepted then the plans shall be revised to eliminate the access to Tract 57 from Granville Road. However, if the proposed drive to Tract #57 remains as shown on Granville Drive then the ingress/egress easement shall be converted to right-of-way.	\$1,000.00				
IV) Need for weekly or bi-weekly meetings.	\$18,000.00				
V) Public involvement					
A) Informational meeting with displays	\$2,500.00				
B) Formal public meeting with displays	\$2,500.00				
C) Environmental meeting with displays	\$2,500.00				
VI) Property Acquisition (preliminary documents for review shall be submitted as a PDF)					
A) Design changes per property acquisition negotiations (Budget based on revisions to 20 parcels)	\$10,000.00				
VII) Engineers estimated cost of construction analysis. Calculations are to from back of curb to back of curb with the exception of drainage features shown on SEI's design documents. Final bid documents are to be fashioned after the bid package used in the McEwen II)					

<i>Task Performed</i>	<i>Contract Fee</i>	<i>Percent Complete</i>	<i>Fee Completed</i>	<i>Previously Billed</i>	<i>Amount Due</i>
(SEI #413) advertised December 2010.					
A) One estimate budgeted after completion of City construction review meeting					
a) EG&G and SSR will be responsible for their own engineers estimated cost of construction analysis inclusive of all footnotes and coordination of construction numbers not found in the standard TDOT listing.					
B) Construction cost analysis – (1) Hillsboro Road project – From SR96/Bridge Street to Joel Cheek Blvd., (2) Claude Yates Drive Intersection Project – From Joel Cheek Blvd. to Claude Yates Drive. Although the project will be broken into two analysis they shall also be combined into one engineers estimated cost of construction analysis	\$4,000.00				
C) Supplemental engineers estimated cost of construction analysis and design time line has not been budgeted. This would only be required by the city in an effort to ascertain if the funds being received from TDOT are an asset or liability. (Coordinate with Note #5)	\$3,000.00				
VIII) Unforeseen design modification					
A) As-built survey for improvements associated with construction documents prepared as part of the Mack Hatcher bypass construction project.	\$5,750.00				
B) <u>3<sup>rd</sup> Avenue North Retaining Wall</u> . (Coordinate with Note #5 and 6)	\$5,681.42				
<b>IX) The McDonald Company (To be invoiced per Amendment #2, upon approval by BOMA)</b>					
(To be Invoiced per Amendment #1)					
A) It is possible the environmental document already prepared and submitted to TDOT can be revised and acceptable to TDOT with a review of past documents prepared using a letter format.	\$1,725.00				
a) However, it is possible that a qualified Architectural Historian may be required as part of the approval process. (Coordinate with Note #6 & 7)	\$0.00				

<i>Task Performed</i>	<i>Contract Fee</i>	<i>Percent Complete</i>	<i>Fee Completed</i>	<i>Previously Billed</i>	<i>Amount Due</i>
B) Air Quality Study (Coordinate with Note #4)	\$0.00				
C) Noise Study (Coordinate with Note #4)	\$0.00				
D) Additionally, archival data for the original archaeological survey has been requested by TDOT	\$4,600.00				
E) A certification letter is also required for any permits which were requested, and or obtained, i.e., 404, 401 Water Quality certification. These need to come from the Corps, TDEC, and TVA.	\$1,035.00				
F) Appropriate "letters of Concurrence" shall be prepared and distributed in an effort to satisfy approval requirements necessary to obtain environmental clearance for proposed Hillsboro Road, Phase 1 construction. This document would address issues, and provide information in a format for review and acceptance by State and Federal agencies. Inclusive will be updates to original EPA data base searches for Hazardous Wastes sites, which is also a requirement. (Coordinate with note #5)	\$36,225.00				
G) Reproduction Services. (Coordinate with Note #5)	\$540.00				
H) Prepare and submit the required TDOT checklist and PCE document in PDF format for City of Franklin review. Upon completion one (1) copy of the PCE will be presented to the city for signature by the City of Franklin and submittal to TDOT's Environmental Division for final acceptance. (Coordinate with Contract Amendment #2)	\$5,750.00				
I) Modification of exhibits, photographs and engineering drawings contained within the original assessment to be inserted into the appendices of the new document. (Coordinate with Contract Amendment #2)	\$1,500.00				
J) Contingency Allowance for modifications if required as a result of Air, Noise and Native American documents. (Coordinate with Contract Amendment #2)	\$3,203.58				
<b>X) RPM Transportation Consultants, LLC</b>					

<i>Task Performed</i>	<i>Contract Fee</i>	<i>Percent Complete</i>	<i>Fee Completed</i>	<i>Previously Billed</i>	<i>Amount Due</i>
A) Design shall be established as if both projects are advertised, bid and constructed as one project.					
B) Additional Service – Contingency	\$7,500.00				
<b>Sub-Total Section "B" Estimated Budget</b>	<b>\$125,885.00</b>				
<b>Totals</b>	<b>\$698,835.00</b>				
<b>Sub-Total Amount Due:</b>					

Notes:

Base Agreement

- (1) \$2500 was approved in order to obtain as-built survey information for 5<sup>th</sup> Ave.
- (2) The March 2008 contract agreement as approved by the City of Franklin established a ceiling of \$530,000, therefore an additional \$400 has been added to this item to reconcile the contract difference.

Amendment #1

- (3) \$4,000 was approved for the alley survey.
- (4) Item XI has been invoiced to cover cost associated with the redesign south of Joel Cheek Blvd. to create two separate construction projects and coordination with 3<sup>rd</sup> Ave. improvements.

Amendment #2

- (5) This item has been deleted from Amendment #1 Scope-of-Services and included with the funding and Scope-of-Services for contract Amendment #2. Previous monies paid are now noted as item IX-F and IX-G of Section "B" Supplemental Engineering Services
- (6) Compensation for engineering services have invoiced prior to May 2012 under items IX-B and IX-C
- (7) Fee reduced by \$5,681.42 to cover cost associated with VIII-B (3<sup>rd</sup> Avenue Wall).
- (8) Fee reduced by \$1,218.58 to cover cost associated with IX-J.



HISTORIC  
FRANKLIN  
TENNESSEE

ITEM #10  
CIC  
07-12-12

## MEMORANDUM

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July 5, 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 to the Professional Services Agreement with Sullivan Engineering, Inc. (SEI) (COF Contract No. 2011-0059) for the Hillsboro Road Improvements Project.**

### Purpose

The purpose of this memorandum is to bring forward to the Board of Mayor and Aldermen (BOMA) a proposal from Sullivan Engineering, Inc. (SEI) to modify their existing Professional Services Agreement for the Hillsboro Road Improvements Project.

### Background

The Hillsboro Road Improvements Project has been under design since 2005. BOMA awarded SEI a Professional Services Agreement for the Roadway Design on March 27, 2008, in the amount of \$530,000. Amendment No. 1 was approved by BOMA on April 26, 2011, for an additional \$168,835, which increased the total contract amount to \$698,835. This was required because of the great deal of coordination with utility companies, and the subsequent design modifications.

This Amendment No. 2 updates the design services detailed in Amendment No. 1. These updates and revisions reflect the required actions needed to complete the project's design. No additional funds are needed. See the attached proposal for additional explanation.

### Financial Impact

None. Amendment No. 2 retains the current Professional Services Agreement cost of \$698,835.

### Recommendation

After review of the Amendment No. 2 proposal, staff recommends approval.