



MEMORANDUM

August 24, 2012

TO: Board of Mayor and Aldermen

FROM: Paul Holzen, Director of Engineering
Eric Stuckey, City Administrator
David Parker, City Engineer/CIP Executive

SUBJECT: **Amendment No. 1 to Professional Services Agreement (COF Contract No 2012-0050) with Hethcoat & Davis, Inc. for the Water Line Relocation for the I-65 Widening Project from North of SR 840 to North of SR 248 (Goose Creek Interchange); TDOT Project No 94002-2181-44**

Purpose

The purpose of this memo is to provide information to the Board of Mayor and Aldermen (BOMA) for the consideration of the Amendment No. 1 to the Professional Services Agreement (PSA) with Hethcoat & David, Inc. (H&D) to provide additional design for the water line relocations.

Background

Over the past few years TDOT has been working on the I-65 Widening/Goose Creek Interchange Design. In April of 2012 the Board of Mayor and Alderman approved a PSA with Hethcoat & Davis, Inc for the Utility relocations associated with the I-65 Widening Project. In June of 2012 TDOT issued a plan revision that impacted the Cities current utility relocation design. Modifications are now necessary to the original design of the water line relocation plans by Hethcoat & Davis, Inc. Additional easements are necessary as well as relocation of a 12" water line on the east side of I-65 which will increase the quantities for construction and labor. The Cost for the design is 100% reimbursable by TDOT as long as the deadline of 12/5/12 is met. TDOT's contractor will perform the relocation and the work will be inspected by the City of Franklin.

Financial Impact

Hethcoat & Davis has proposed a not to exceed cost of \$7,068.27 for the additional consulting services requested. These services will be paid for on an hourly basis in accordance with the billing rates included with the proposal. The cost for the design services will be fully reimbursed by TDOT as long as the submittal deadline of 12/5/12 is met

Recommendation

Staff recommends approval of Amendment No 1 to the Professional Services Agreement with Hethcoat & Davis (COF Contract No. 2012-0050) for an amount not to exceed \$7,068.27. This approval is subject to City Administrator, City Engineer, and City Attorney approval of the final Amendment.

**AMENDMENT NO. 1 TO
PROFESSIONAL ENGINEERING SERVICES
FOR I65 WIDENING/GOOSE CREEK INTERCHANGE
COF Contract No. 2012-0050**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2012, by and between the **City of Franklin, Tennessee** ("City") and **Hethcoat & Davis, Inc.** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Engineering Services Agreement ("Agreement") I-65 Widening/Goose Creek Interchange water line relocation (COF Contract No 2012-0050), dated the 24th day of April 2012; and

WHEREAS, the City has identified water lines within the proposed Right-of-Way for the I65 Widening project by TDOT that require relocation due to the widening; and

WHEREAS, the Consultant has provided a Proposal for the I-65 Widening/Goose Creek Interchange Water Line Relocations (Project) which includes a Scope of Services as described in **Exhibit A - Scope of Services**, dated April 5, 2012; 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 April 5, 2012 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 **Seven Thousand Seventy dollars and 00/100 Dollars (\$7,070)**.

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 24, 2012, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

Hethcoat & Davis, Inc.

By: _____
Dr. Ken Moore
Mayor
Date: _____

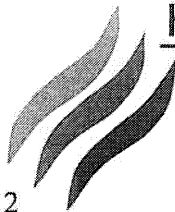
By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



Hethcoat & Davis, Inc.

H & D

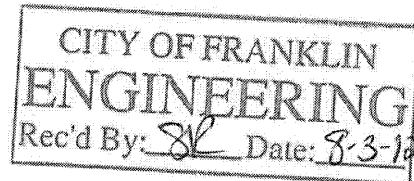
Engineers & Planners

August 1, 2012

Exhibit A

File No. 1082-02

Mr. Paul Holzen, PE
Engineering Manager
City of Franklin
109 Third Avenue South
Franklin, TN 37064



**Re: Additional Services for Utility Relocations
I65 from N. of SR 840 to N. of SR 248 (Goose Creek Interchange)
TDOT Project No. 94002-2181-44**

Dear Paul:

As you are aware, TDOT issued revised plan sheets for the referenced project under cover letter dated June 25, 2012. We have reviewed the revised plan sheets to identify conflicts with existing City of Franklin utilities and to identify conflicts with our proposed relocation design to-date. Upon review, we have determined that the following items need to be revised and/or added to the project scope based on the TDOT revisions.

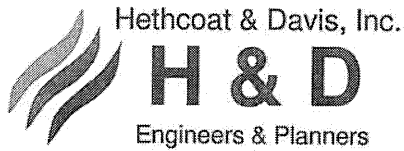
Water Line(s)

1. Based on increased right-of-way width being obtained for the Peytonsville Road improvements and based on our conversation with Patrica Proctor and Dan Allen from your office, the existing 12" water line on the south side of Peytonsville Road (Reams-Fleming tract) shall be relocated. This will also require an additional easement. Refer to TDOT plan sheets 21 and 22.
2. The proposed water line route and corresponding easement on the Williamson County tract adjacent to Old Long Lane shall be revised. Refer to TDOT plan sheet 23.
3. The proposed easement on Old Peytonsville Road at the proposed intersection with Five Mile Crossing shall be revised to reflect the increased right-of-way boundary on Five Mile Crossing. Refer to TDOT plan sheet 11.

Sewer & Reclaimed Water Line(s)

1. The proposed gravity sewer and reclaimed water route and easements at the Goose Creek Bypass crossing shall be revised to reflect the increased right-of-way boundary on Goose Creek Bypass. Refer to TDOT plan sheet 19.
2. The existing gravity sewer and reclaimed water lines at the proposed Five Mile Crossing shall be relocated to avoid conflicts with proposed roadway improvements. Refer to TDOT plan sheet 24.

Hethcoat & Davis, Inc. proposes to provide the additional scope of services identified and will make every effort to devote the manpower and resources necessary to insure timely completion of the design in an acceptable timeframe. Based on the anticipated scope of services, we recommend a budget increase of \$7,068.27 for completion of the additional water related design tasks and



construction phase tasks related to the water improvements and \$14,777.94 for completion of the design tasks and construction phase tasks related to the sewer and reclaimed water lines.

As required by TDOT, we have updated the Standard Estimate Spreadsheet (Form 2011-16) and proposed to prepare rainbow drawings for the additional water and sewer line relocations. This additional work, as well as our time spent reviewing the TDOT revisions, is included in the above-noted costs. Please note that the revised Form 2011-16 reflects both the original work as well as the revisions.

If this proposal is acceptable, please indicate by executing this document in the space designated below. Retain one copy for your files and return one executed copy to us for our files. Note that the terms and conditions included in Exhibit A, General Provisions of A-E Agreement will apply to the additional services described here-in.

We sincerely appreciate the opportunity to work with you and the City of Franklin and to present this proposal for providing professional services. If you should have any questions or require additional information, please call.

Hethcoat & Davis, Inc.

Keith Davis, PE
Secretary

Accepted:
City of Franklin, TN

(Name & Title)

(Date)