



HISTORIC  
FRANKLIN  
TENNESSEE

ITEM #5  
CIC  
11-08-12

## MEMORANDUM

November 1, 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 Ragan Smith Associates, Inc. (COF Contract No. 2011-0149) for Additional Design Services for the Public Works Facility Access Road Project in an Amount Not to Exceed \$17,297.68.**

### **Purpose**

The purpose of this memorandum is to bring forward to the Board of Mayor and Aldermen (BOMA) Amendment #2 from Ragan Smith Associates, Inc. (RSA), for additional engineering design services to the Public Works Facility Access Road Project through Lasko.

### **Background**

The Board authorized a Professional Services Agreement with Ragan Smith Associates, Inc. (COF Contract No. 2011-0149) on October 11, 2011, for the survey and design of the access roadway at a not-to-exceed fee of \$73,000. Amendment #1 was approved by BOMA on February 28, 2012, for required additional design services and bidding assistance. Amendment #2 includes a re-design of certain Stormwater quality aspects. Coordination between Lasko and the YMCA resulted in additional design time required to reduce the impacts to the soccer fields.

### **Financial Impact**

Amendment No. 2 to the Professional Services Agreement with RSA (COF Contract No. 2011-0149) at a not-to-exceed cost of Seventeen Thousand Two Hundred Ninety-Seven and 68/100 Dollars (\$17,297.68). New contracted total becomes \$102,747.68 (\$73,000.00 + \$12,450.00 (Amend #1) + \$17,297.68 (Amend #2)). The Consolidated Public Works Facility project is part of the Board-approved Capital Investment Funding Plan. The total budget for the project is \$5 million.

See attached proposal for additional information.

### **Recommendation**

After review of the Amendment No. 2 proposal from RSA, staff recommends approval of Amendment #2 to COF Contract No. 2011-0149 with Ragan Smith Associates, Inc. increasing the contract amount by \$17,297.68.

**AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR ADDITIONAL DESIGN SERVICES  
COF CONTRACT NO 2011-0149**

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

**WITNESSETH:**

**WHEREAS**, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled Professional Services Agreement COF Contract No. 2011-0149 dated October 11, 2011; and

**WHEREAS**, said Agreement stipulated that the Consultant would be paid a not to exceed fee of \$73,000.00 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 the Professional Engineering Services, Dated the 28 Day of February, 2012 for an additional \$12,450.00 to obtain approval from the Franklin Municipal Planning Commission; and

**WHEREAS**, the City has negotiated with the Consultant an increase in the design services as described in Exhibit A in the amount of **Seventeen Thousand Two Hundred Ninety-Seven and 68/100 Dollars (\$17,297.68)**

**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 additional Design Services as described in Exhibit A.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the additional Design Services required in an amount not to exceed **Seventeen Thousand Two Hundred Ninety-Seven and 68/100 Dollars (\$17,297.68)**

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 dated October 11, 2011 and Amendment No 1 Dated February 28, 2012 are unchanged and remain in full force and effect.

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

**CITY OF FRANKLIN, TENNESSEE**

**RAGAN SMITH ASSOCIATES,  
INC.**

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

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

**Attest:**

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

**Approved as to form:**

\_\_\_\_\_  
Shauna R. Billingsley, City Attorney



Land Planners • Civil Engineers  
Landscape Architects • Surveyors

October 10, 2012

**Via Email:** [william.banks@franklintn.gov](mailto:william.banks@franklintn.gov)

Mr. William G. Banks  
Staff Engineer  
City of Franklin  
109 Third Avenue, South  
Franklin, Tennessee 37064

**RE: SUPPLEMENT TO PROPOSAL FOR  
ACCESS IMPROVEMENTS TO SERVE THE NEW  
WATER AND SEWER MAINTENANCE FACILITY  
FOR THE CITY OF FRANKLIN, TENNESSEE  
COF CONTRACT NO. 2011-0149**

Dear William:

Per your instructions, we are submitting herein a proposal for additional services required under the referenced contract agreement dated October 11, 2011.

These additional services are for modification of the bioretention area.

Therefore, we are requesting a supplement to our contract as follows:


Original Base Proposal, Not to Exceed	\$ 61,700.00
Optional Services A-E	16,250.00
Additional Fees for Parking Lot Design/PC Submittal	7,500.00
Additional Fees for Bioretention Area	<u>17,297.68</u>
Sub-Total	\$102,747.68
Less Amount Authorized by Previous Purchase Orders	<u>(85,450.00)</u>
<b>Amount of Supplement Request</b>	<b>\$ 17,297.68</b>

We appreciate the opportunity to provide additional services to the City of Franklin. If you agree to the terms set out herein, please sign below and return one copy to our office, which will serve as our notice to proceed.

Sincerely,

**RAGAN-SMITH-ASSOCIATES, INC.**

  
Joseph F. Griffin, P.E.  
Senior Vice President

  
Brad S. Slayden, P.E.  
Project Manager

JFG/BSS:djb

**CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed/Typed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

RAGAN-SMITH ASSOCIATES, INC.

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SCHEDULE OF SERVICES AND EXPENSES

Professional Services

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$165.00
Project Manager	130.00
Professional Engineer	105.00
• Civil Engineer	
• Traffic Engineer	
• Hydrology/Hydraulics Engineer	
• Environmental Engineer	
Land Planner	100.00
Landscape Architect	100.00
Registered Land Surveyor	95.00

Technical Services

<u>Classification</u>	<u>Hourly Rate</u>
Senior Designer	\$85.00
Designer	70.00
Senior Technician	80.00
Technician	65.00
Administrative Assistant	75.00

Field Survey Services

<u>Classification</u>	<u>Hourly Rate</u>
Two Man Survey Crew	\$115.00
Three Man Survey Crew	145.00
GPS Survey Crew	180.00
Laser Scanner Survey Crew	240.00

Expenses

Expenses (not limited) are not included in the professional service fees of this agreement unless specifically stated.

Travel: Cost

    Travel and subsistence expenses  
    (lodging, meals, mileage, etc.)

Subcontracts: Cost

Printing/reproductions: Commercial Rates

Sundries: Cost

    Local/overnight deliveries,  
    long distance telephone calls,  
    specialized sampling, laboratory  
    analysis, graphics, and  
    review and submittal fees.

Review/submittal fees over \$200 are to be paid by the client directly to the jurisdictional agency.



**Schedule 3 - Labor Schedule**

(A) Base Hours	(B) Overtime Hours	(C) Total Hours Worked	(D) Hours for Premium Calcs.	(E) Total Hours Paid	(F) Pay for Premium Labor	(G) Hourly Rate	(H) Total Amount Paid
20.00	0.00	20.00	0.00	20.00	\$0.00	\$140.00	\$2,800.00
16.00	0.00	16.00	0.00	16.00	\$0.00	\$110.00	\$1,760.00
72.00	0.00	72.00	0.00	72.00	\$0.00	\$95.00	\$6,840.00
60.00	0.00	60.00	0.00	60.00	\$0.00	\$80.00	\$4,800.00
8.00	0.00	8.00	0.00	8.00	\$0.00	\$75.00	\$600.00
0.00	0.00	0.00	0.00	0.00	\$0.00		\$0.00
0.00	0.00	0.00	0.00	0.00	\$0.00		\$0.00
0.00	0.00	0.00	0.00	0.00	\$0.00		\$0.00
176.00	0.00	0.00	0.00	0.00	\$0.00		\$0.00
0.00	0.00	176.00	0.00	176.00	\$0.00		\$0.00
				352.00	\$0.00	Sub-Total	\$16,800.00

**Total Labor \$16,800.00**

**Total Premium Labor \$0.00**





Additional Design Services  
for Modification of Bioretention Area  
City of Franklin - Public Works Access  
Project # 2386



Schedule 5 - Proposal Design Cost Summary

A. Total Labor (from Schedule 1 & 3 - Labor Schedule).....	\$16,800.00
B. Total Premium Labor (OT - Schedule 3) .....	\$0.00
C. Total Labor .....	\$16,800.00
D. Direct Costs (Schedule 4) .....	\$497.68
E. Total Costs of Labor and Direct Charges .....	\$17,297.68
<b>TOTAL PROPOSAL AMOUNT</b>	<b>\$17,297.68</b>