



MEMORANDUM

December 20, 2012

To: Board of Mayor and Aldermen

From: Eric Stuckey, City Administrator *Eric Stuckey*
Brad Wilson, Facilities Project Manager

SUBJECT: Professional Services Agreement amendment with Oversight, LLC for additional design services for the Harlinsdale Barn structural stabilization and weatherization project

Purpose

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider an amendment to the Professional Services Agreement (PSA) with Oversight LLC in the amount of \$4,200 for additional architectural and structural design work and on site meetings regarding the Harlinsdale Barn – Structural Stabilization and Weatherization Project COF contract No. 2011 - 0061.

Background

Prior to the final bid on the Harlinsdale Barn stabilization project, the City of Franklin held additional meetings on site with bidders of the project regarding multiple architectural and structural design elements that had been programmed into the prints. With the facility in a deteriorating condition it was necessary for the potential bidders needed to ask additional questions regarding the structural framing and had specific inquiries related to how the new framing members and bracing would be implemented. Bidders also brought in potential for questions. Builders and subcontractors were asked to come in to give any possible ideas regarding the intention of the plans and any possible way to control probable cost of the construction. Staff felt that it was important to have as much dialogue and forethought prior to the bidding and that any design changes could be made prior to the bid. With the age, condition and prominence of the structure, this additional design collaboration seemed appropriate to deliver the best possible bid to the City. As a result, a more involved design process was needed. The proposed amendment to the PSA with Oversight, LLC includes extra design work, specification changes, and needed stamped documents.

Options

The Board may approve, amend, or decline the proposed amendment.

Financial Impact

The invoice encompasses the extra design time, specification change and stamped document required for the approval process. Total additional cost is \$ 4,200.

Recommendations

Approval of the amendment in between the City of Franklin and Oversight LLC. In the amount of \$4,200 for additional services is recommended.

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE HARLINSDALE BARN - STRUCTURAL
STABILIZATION AND WEATHERIZATION PROJECT
COF Contract No. 2011-0061**

THIS AMENDMENT is made and entered into on this the 21st day of November, 2012, by and between the City of Franklin, Tennessee ("City") and Oversight, LLC. ("Architect").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Harlinsdale Barn - Structural Stabilization and Weatherization, dated the 28th day of April, 2011; and

WHEREAS, the City has requested additional services for construction document revisions beyond the original scope that required changes to the drawings and specifications both architecturally and structurally which affected additional meetings and bid consultation.

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 provided in the Scope of Services as established in Exhibit A of 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 additional documentation and design in the Lump Sum Amount of \$4,200.00. City reserves the right to issue any payments jointly to the Consultant and sub-Consultant(s) when the City receives information that the Consultant has not paid its sub-Consultants.
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 February 24, 2009, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

OVERSITE, LLC.

By: _____
Eric S. Stuckey
City Administrator
Date: _____

By: Chris Wyatt
Print: Chris Wyatt
Title: Architect
Date: December 14, 2012

Approved as to form:

Shauna Billingsley
City Attorney



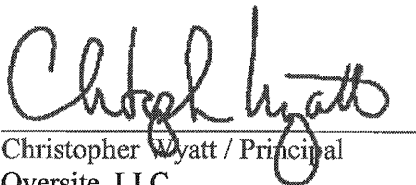
August 30, 2012

Mr. Brad Wilson
Project and Facilities Manager
City of Franklin
Franklin, Tennessee

RE: PR-10-018 Harlinsdale Barn – Additional Architectural and Structural Service

Dear Brad,

In response to your query regarding a breakdown of additional services we provided for the Harlinsdale Barn project, Oversight and LoganPatri, structural engineers, engaged in a concerted effort to minimize the cost of renovation to the City of Franklin. As the bid opening was rescheduled, we had the opportunity to work with bidding contractors to explore alternative ways to reconstruct the Barn. We met with several bidders on site on several occasions. Per request by the City we revised our drawing packages and reissued our drawings to assist in lowering the price of the project. Additional meetings, revised drawings, discussions with the City of Franklin and the bidders added additional time to our fee. Thank you for addressing our request. As always, we look forward to working with you and the City of Franklin.



Christopher Wyatt / Principal
Oversite, LLC