

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR WATER TREATMENT PLANT MODIFICATIONS
COF Contract No 2012-0183**

THIS Amendment is made and entered into on this the ____ day of _____, 2013, by and between the **City of Franklin, Tennessee** ("City") and **Smith Seckman Reid, Inc. (SSR)** ("Consultant").

WITNESSETH:

WHEREAS, the City and Consultant entered into a Professional Services Agreement entitled City of Franklin, Tennessee Professional Services Agreement, Water Treatment Plant Modifications, dated the 27th day of November, 2012; and

WHEREAS, the City's Raw Water Intake and Pump Station have been in service for over 50 years and are in need of replacement or major repair; and

WHEREAS, the recent changes to the river (Harpeth River Restoration Project/Low Head Dam Removal) have reduced the pool of water previously available for withdrawal for treatment at the Water Treatment Plant; and

WHEREAS, the Agreement does not include any design services for the structural upgrade to the City's Raw Water Intake and Pump Station at the Water Treatment; and

WHEREAS, the Consultant has prepared and submitted a proposal to add to their Agreement for the Water Treatment Plant Modifications the engineering design services for an upgrade to the Raw Water Intake and Pump Station for a cost that City staff feels is appropriate for the anticipated work required for this upgrade.

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. The Consultant shall perform the design services as proposed in the Scope Of Services (Attachment A) as found in **Exhibit A**. Exhibit A shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. The City shall pay the Consultant in an amount not to exceed **Three Hundred Eighty-Seven Thousand Five Hundred Fifty and No/100 Dollars (\$387,550.00)** for the Basic Services as described in Exhibit A and a not to exceed amount of **Twenty Thousand and No/100 Dollars (\$20,000.00)** for Direct Expenses.
4. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a

period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of Force Majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following, as further described below: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or *restraints of any kind of the government of the United States or of the State* or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party. The parties agree to use The Old Farmer's Almanac, Nashville International Airport (<http://www.almanac.com/weatherhistory/oneday.php?month=2&day=21&year=2007&number=723270&wban=13897>) to determine whether weather conditions constitute a force majeure. If, on a particular date, thunder, tornadoes and fog are recorded, or if total precipitation exceeds one half inch, then it shall constitute a force majeure.

5. Equal Employment Opportunity. In connection with this Amendment and the project, CLIENT and CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. CLIENT and CONSULTANT will take affirmative action to ensure that CONSULTANT is employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall insert the foregoing provision in all contacts relating to this Amendment or project.

6. Title VI – Civil Rights Act of 1964. CLIENT and CONSULTANT shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. CONSULTANT shall insert the foregoing provision in all contacts relating to this Amendment or project.

7. Conflicts of Interest. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this AGREEMENT. CONSULTANT shall insert the foregoing provision in all contacts relating to this Amendment or project.

8. Notices. Any notice provided pursuant to the Amendment, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the

addresses set forth below (or set forth in such other document which the Amendment may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the CLIENT:

City of Franklin
Attn: David Parker
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305
(615) 550-6660
davidp@franklintn.gov

In the case of CONSULTANT:

Smith Seckman Reid, Inc.
Attn: Bo Butler
2995 Sidco Drive
Nashville, TN 37204
(615) 460-0515
BButler@SSR-Inc.com

9. Waiver. Neither party's failure or delay to exercise any of its rights or powers under the 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.

10. 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.

11. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreements, or any other contract, agreement or other document to which the Amendment may accompany or incorporate by reference, the provisions of this Agreement 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. All other provisions on the Agreement dated November 27, 2012 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

By: _____
Print Name: _____
Title: _____

Attest:

Eric S. Stuckey
City Administrator

Approved as to form:

Shauna R. Billingsley
City Attorney



HISTORIC
FRANKLIN
TENNESSEE

ITEM #3
CIC
06-13-13

MEMORANDUM

June 7, 2013

TO: Board of Mayor and Aldermen

FROM: David Parker, City Engineer/CIP Executive
Eric Stuckey, City Administrator
Mark Hilty, Water Management Department Director

SUBJECT: **Amendment No 1 to PSA with Smith Seckman Reid, Inc.
For Water Treatment Plant Modifications
COF Contract No 2012-0183**

Purpose

This memorandum is to provide the Franklin Board of Mayor and Aldermen (BOMA) with the information necessary for a decision concerning the referenced Amendment No 1 to the existing Professional Services Agreement (PSA) with Smith Seckman Reid, Inc. (SSR).

Background

On November 27, 2012, the BOMA approved COF Contract No 2012-0183, PSA with SSR for the Water Treatment Plant Modifications. At the time of this Contract approval there were no design services included for the City's Raw Water Intake and Pump Station that serves the Water Plant. This Raw Water Intake and Pump Station have been in service for over 50 years and are in need of replacement or major repair. Also, the recent changes to the Harpeth River (Harpeth River Restoration Project/Low head Dam Removal) have reduced the pool of water previously available for withdrawal for treatment at the Water Treatment Plant. Therefore, staff has requested a proposal from SSR for Preliminary Engineering Report to determine the extent of repair, upgrade or modification, or possibly even replace, needed for the Raw Water Intake and Pump Station. In addition staff requested the proposal to include a cost for the design and bidding for the work that would be required.

Financial Impact

The cost for the design services for this project, should there need to be a complete rebuild or modification to the structure is \$387,550.00, plus a not to exceed cost of \$20,000.00 for direct expenses. This will be funded from the Water Funds established for the Water Treatment Plant Upgrades.

Recommendation

Staff recommends approval of Amendment No 1 to COF Contract 2012-0183 in the not to exceed amount of \$407,550.00.



Exhibit A
Amendment No. 1 COF 2012-0183

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

April 8, 2013

City of Franklin, Tennessee
Engineering Department
P.O. Box 305 - City Hall
Franklin, Tennessee 37065
Attn: Mr. David Parker – City CIP Executive, City Engineer

Re: FRANKLIN WATER TREATMENT PLANT
Intake Structure and Raw Water Pump Station

Dear Mr. Parker:

We are pleased to provide you with this proposal for engineering design services for the design and bidding of the upgrade to the City's Raw Water Intake and Pump Station at the Water Treatment Plant. The existing raw water intake and pump station are located adjacent to the water treatment plant on the Harpeth River and Lewisburg Pike. The existing intake structure and pump station have been in service for over 50 years and are in need of replacement or repair. Our current contract with the City includes evaluation and replacement of the pumps within the station, but does not include improvements to the river intake nor the station structure.

The recent changes to the river along this reach have reduced the pool of water that has been available for the City to withdraw water and treat for the potable water system serving the City's customer base. In order for the City to be confident that water can be withdrawn from the river as prescribed in the current withdrawal permit, a new intake structure that can take operate at lower river levels is necessary. The City would also like to move the pump station away from the river to a location across Lewisburg Pike on the water treatment plant property that has a higher elevation and might be less susceptible to flooding in the future.

Our Scope of Services is attached to this letter for your consideration. If the City agrees with the terms of the Scope of Services, we look forward to the execution of the City's formal Agreement and commencing work. We are thankful for this opportunity to work with the City. Should you have any questions or simply want to discuss our proposal, please do not hesitate to contact me at (615) 383-1113.

Sincerely,

SMITH SECKMAN REID, INC.

Bo Butler, P.E.

Cc: Mark Hilty - FWMD
MLB, SCL, EWH – SSR; File 13-41-004.0

**SCOPE OF SERVICES FOR
ENGINEERING DESIGN AND BIDDING**

**FRANKLIN WATER TREATMENT PLANT
RAW WATER INTAKE AND PUMP STATION**

**APRIL 8, 2013
SSR No. 13-41-004.0**

Purpose

This Scope of Services exemplifies the understanding Smith Seckman Reid, Inc. has for providing engineering design services required to upgrade the Franklin Water Treatment Plant Raw Water Intake and Pump Station. This document shall serve as Attachment A to the Professional Services Agreement ("Agreement") between the City of Franklin, Tennessee, (City) and Smith Seckman Reid, Inc. (SSR).

Project Understanding

The City faces numerous challenges in producing potable water from the Harpeth River. The project will include the Study and Design required for providing reliable water volumes from the Harpeth River during the times the river is flowing at or above 10 cfs as allowed in the existing withdrawal permit. The three primary issues that necessitate upgrades at the existing raw water intake and pump station are as follows:

- Aging facility – The existing pump station and intake structure were constructed around 1958 and have been in service for over 54 years. While numerous repairs and minor upgrades have been made over the years, the structure has been exposed to numerous flooding events, and the facilities have reached the end of their useful life, as has been noted by previous studies.
- Changes to the Harpeth River – It appears that the recent removal of the low head dam has caused the pool of water from which withdrawals are made to convey to the water treatment plant to decrease in volume and elevation. As a result, the intake structure needs to be modified to allow sufficient volumes of water to be withdrawn from the river when allowed in order to be treated and delivered to the City's customers.
- Large solids – The City would like to install improved screening of the raw water which will prevent larger tree limbs, rocks and brush from entering the pumping system and into the City's storage lake.

All water quality standards established by the Tennessee Department of Environment and Conservation (TDEC) and the Environmental Protection Agency (EPA) as well as guidance from Tennessee Wildlife Resources Agency will be held fast during the design process.

The first task of the project will include a comprehensive engineering assessment of the existing raw water intake and pump station hydraulics, structures and process requirements in order to recommend possible upgrades which will provide adequate supplies of water during the time of the year that the river flow can support water withdrawal under the provisions of the withdrawal permit. The assessment of these facilities will be formalized with the delivery of a Preliminary Engineering Report (PER). The PER will provide the details required for the City to make final decisions concerning upgrade options, specifically the selection of the most advantageous equipment and location for a new pump station. The PER will also include

**ATTACHMENT A: SCOPE OF SERVICES FOR DESIGN
FRANKLIN RAW WATER INTAKE AND PUMP STATION
FRANKLIN WATER MANAGEMENT DEPARTMENT
FRANKLIN, TENNESSEE
APRIL 8, 2013
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preliminary design information significant in the City's consideration of alternative options such as the consideration of expansion from 2.1 million gallons per day (MGD) to 4.0 MGD.

The bulleted list below includes our understanding of **Basic Services** required to upgrade the raw water intake and pump station:

- Perform Engineering assessment exercises including a workshop meeting with the City.
- Review of similar existing facilities currently operating the technologies under consideration.
- Production of Preliminary Engineering Report. This report shall be in general accordance with the requirements of the Drinking Water State Revolving Loan Fund.
- Present preliminary design information including information relative to increasing Plant capacity to 4.0 MGD.
- Hold formal design kickoff meeting.
- Facilitate surveying, geotechnical, and other outside services as required to complete the design of the new facilities. We would anticipate that the City will procure geotechnical services as required.
- Design of new raw water intake and pump station.
- Design of Civil/Site modifications to accommodate new and/or upgraded facilities.
- Design of all necessary structural, mechanical, electrical, and plumbing systems necessary to accommodate upgraded facilities.
- Review existing status of standby power generation and upgrade as necessary.
- Design of new instrumentation and controls systems necessary to accommodate existing and new raw water withdrawal.
- Have discussions with USACOE, TDEC and TWRA concerning the placement of a replacement intake structure in the Harpeth River at this location.
- Preparation of NOI/SWPPP, TDEC and USACOE permits and any additional required permits to commence construction activities.
- Submittal to City Codes Department for preliminary review.
- Submittal to City Planning Commission if necessary.
- Preparation of construction drawings and specifications to be delivered for FWMD review at 30-percent, 60-percent and 90-percent project milestones.
- Preparation of opinion of probable construction costs to be delivered for FWMD review at 30-percent, 60-percent, 90-percent project milestones and final cost opinion prior to bid opening.
- Submittal to Tennessee Department of Environment and Conservation (TDEC) Division of Water office.
- Assist the City in public advertisement for bids and answer contractor questions during the advertisement period. Attend the bid opening, evaluate bids for the lowest responsive, responsible bidder, and make a recommendation for the award of the construction contract.

Other than preliminary design schematics and information for improvements included in conjunction with the PER, the **Basic Services** above do not include procurement of individual equipment including the preparation of Requests for Proposals, negotiation of scope and fee, or execution of contracts with Equipment Manufacturers.

General Scope of Services

The engineering design will involve the preparation of Construction Drawings and Contract Documents as well as assisting the City in receiving bids for construction. A project kick-off meeting will be held between the City and SSR to discuss the finalized project scope, schedule and other pertinent items critical to the success of the project. Meetings will be held between the City and SSR to review the proposed design and layout of the proposed improvements at the Raw Water Intake and Pump Station. Based upon the results of these meetings, SSR will seek assistance from the City, utilize record drawing data and field surveys to establish the location of existing facilities, associated piping and other related infrastructure in the area of the proposed improvements. SSR will complete a preliminary set of Construction Drawings for the City's review. Upon receipt of City's comments, SSR will finalize the Construction Drawings and Contract Documents and submit to the Tennessee Department of Environment and Construction Division of Water for review.

SSR will attend the bid opening, review and tabulate the bids, and make a recommendation to the City for the award of a construction contract.

Construction Phase Services such as Construction Administration (CA) and Close-Out of the project including Record Drawings are not included in this scope. SSR is willing and grateful to provide a separate scope for these services at the City's request.

Time of Completion

The engineering design and construction documents for **Basic Services** is anticipated to be complete and ready for OWNER review 360 calendar days following notice to proceed. The duration of the City's discussions and resolution of a plan forward acceptable to TDEC, TWRA and USACOE may add calendar days to the schedule. A final schedule will be presented to the City at the formal kickoff meeting.

Resident Project Representative

Should the City require resident project representative services for this project, SSR will provide a representative under the terms established in a separate scope of services.

Deliverables

SSR will deliver to the City the following:

- Three (3) hardcopies and a high quality PDF copy of the Preliminary Engineering Report.
- Three (3) hardcopies of the 30-percent review drawings and opinion of probable construction cost.
- Three (3) hardcopies of the 60-percent review drawings, front-end contract documents and opinion of probable construction cost.
- Three (3) hardcopies of the 90-percent review drawings, front-end contract documents, technical specifications and opinion of probable construction cost.
- One (1) copy of all permits
- Six (6) hardcopies and one (1) compact disc copy of the construction drawings and specifications.

**ATTACHMENT A: SCOPE OF SERVICES FOR DESIGN
FRANKLIN RAW WATER INTAKE AND PUMP STATION
FRANKLIN WATER MANAGEMENT DEPARTMENT
FRANKLIN, TENNESSEE
APRIL 8, 2013
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- One executed set of the contract documents.

Compensation

The Compensation will be in accordance with SSR Hourly Rates, attached. Compensation is projected as follows for the various services:

Basic Services: Hourly with a Not-to-Exceed Price of **\$387,550.00** based on the following delineation of Tasks:

Task 1- Preliminary Design and Engineering Report	\$88,450
Task 2- Final Design Completion	\$266,600
Task 3- Advertisement and Bidding	\$32,500

Direct Expenses: **Estimated at \$20,000.00**

Outside Plotting and Printing:	Reimbursable at cost
Out of Town Travel:	Reimbursable at cost
Surveying:	Reimbursable at cost
Geotechnical & Other Investigations:	As procured by City

Estimated amount for direct expenses shall establish a not to exceed ceiling. All project related expenses in which reimbursement is sought shall be per the City's Travel and Expense Policy.

Additional Services

All services not covered by this Scope, including those identified previously within this document can be provided upon written authorizations. Additional services will be billed at the attached hourly rates.

Closure

This Scope of Services document consists of four (4) pages with one (1) attachment as referenced above. A cover letter precedes this Scope of Services. These documents represent SSR's entire proposal.



HISTORIC
FRANKLIN
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City of Franklin
Water Treatment Plant Improvements
Hourly Rates



11/16/2012

Senior Principal	\$215
Principal	\$180
Project Manager / Senior Engineer	\$150
Project Engineer	\$125
Project Engineer Intern	\$90
Senior Desinger	\$125
Resident Project Representative	\$90
Clerical	\$70