



HISTORIC
FRANKLIN
TENNESSEE

ITEM #5
CIC
07-11-13

MEMORANDUM

June 25, 2013

TO: Board of Mayor and Aldermen

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

SUBJECT: AMMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR COOL SPRINGS AREA SIGNAL IMPROVEMENT AND HIGHWAY 96 SURVEY (COF CONTRACT NO 2010-0057)

Purpose

The purpose of this memo is to provide the Board of Mayor and Aldermen with information to consider approval of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2010-0057) with Kimley-Horn and Associates.

Background

On May 27th, 2010, the City of Franklin entered into a Professional Services Agreement with Kimley-Horn and Associates for the survey of a particular portion of Highway 96 and the engineering design of improvements to three (3) existing intersections within the Cool Springs Area. In particular, said intersections consist of Galleria Boulevard and I-65 Southbound Off-Ramp, Bakers Bridge Avenue and Carothers Parkway, and Mallory Lane / Mallory Station Road and South Springs Drive.

In 2011, improvements to the intersection of Bakers Bridge Avenue and Carothers Parkway were completed. Staff has expressed interest in finalizing previously approved improvements to the Mallory Lane / Mallory Station Road and South Springs Drive, prior to the 2013 holiday season; however, the design from 2010 must be updated.

Financial Impact

The cost, as negotiated with Kimley-Horn and Associates, for the additional services is a lump sum amount of \$9,800.00, to be paid from the TOC Capital Budget (89530 Machinery & Equipment (>\$25,000))

Recommendation

Staff recommends approval of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2010-0057) with Kimley-Horn and Associates in a lump sum amount of \$9,800.00.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR COOL SPRINGS AREA SIGNAL IMPROVEMENT AND
HIGHWAY 96 SURVEY
COF Contract No 2010-0057**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2013, by and between the **City of Franklin, Tennessee** ("City") and **Kimley-Horn and Associates, Inc.** ("Consultant").

WITNESSETH:

WHEREAS, the City and Kimley-Horn and Associates, Inc. entered into a Professional Services Agreement ("Agreement") entitled Cool Springs Area Signal Improvement and Highway 96 Survey (COF Contract No. 2010-0057) ("Project"), approved by the Franklin Board of Mayor and Aldermen (BOMA) on the 25th day May, 2010; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a Lump Sum fee of \$75,300.00 for Tasks 1 – 4 and a and a Not to Exceed Amount of \$5,300.00 for Task 5 as authorized by the City Engineer and as detailed in the original Fee Schedule; and

WHEREAS, the City has negotiated with the Consultant an increase in the design services for Task 2, Intersection of Mallory Lane / South Springs Boulevard, as described in Exhibit A, the Scope of Services, as Tasks 7.1 – 7.4 of the Agreement in the Lump Sum amount of **Nine Thousand Eight Hundred and No/100 Dollars (\$9,800.00)**

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 Exhibit A, the Scope of Services.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the additional Professional Services required in a Lump Sum amount of **Nine Thousand Eight Hundred and No/100 Dollars (\$9,800.00)**

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 May 25, 2010 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

Kimley-Horn and Associates,
Inc.

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

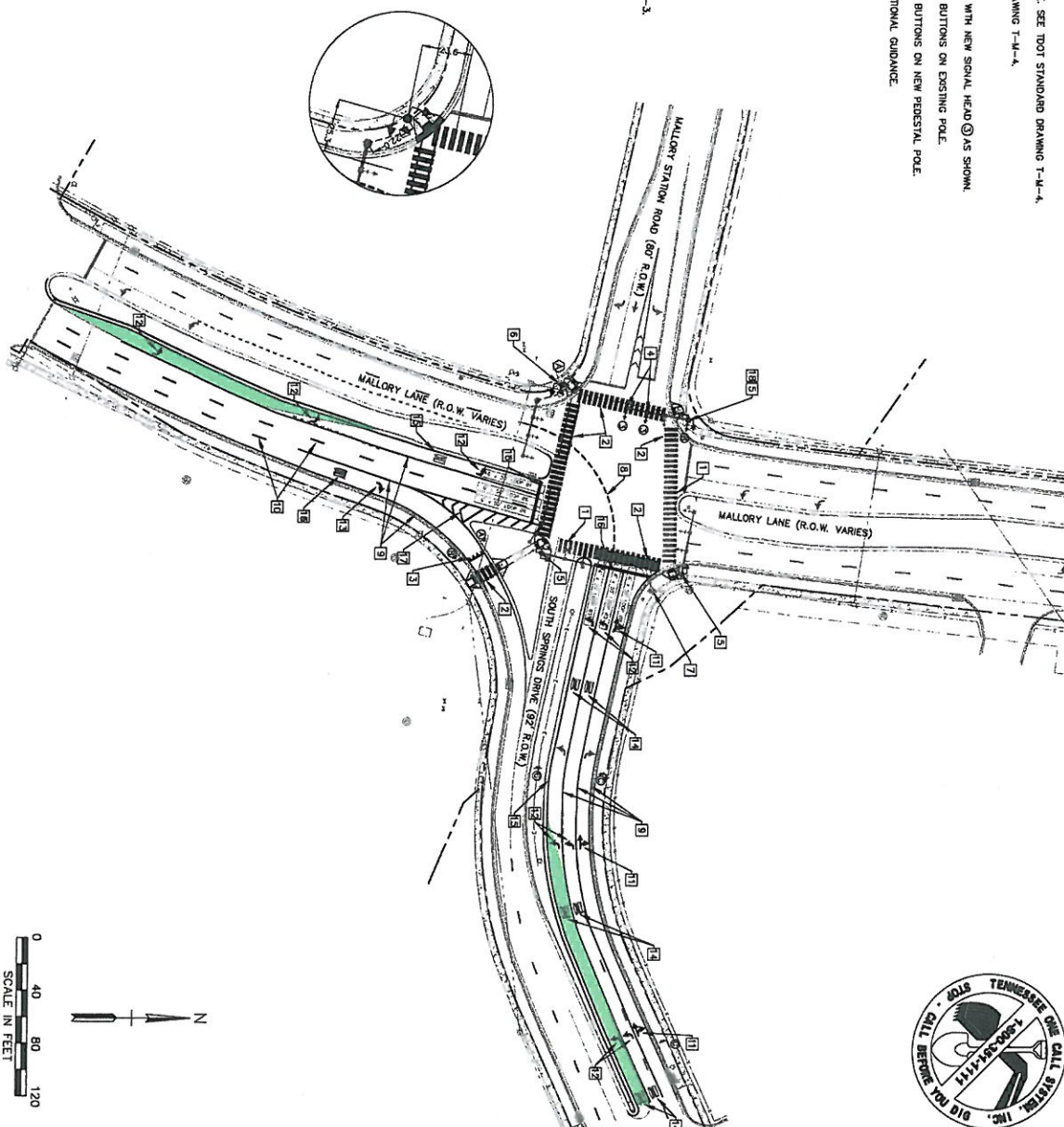
Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney

- PROPOSED SIGNAL HEADS

[illegible]

Consultant shall perform the following Additional Services:

Based upon a project meeting held with City of Franklin staff on Friday, May 31, 2013, we understand that the City wishes to modify the design scope for intersection 3: Mallory Lane at Mallory Station Road / South Springs Drive. This intersection was originally designed as part of a Plans Package that consisted of three intersections. This Plans Package, called "Cool Springs Intersection Improvements" was finalized and signed / sealed by Kimley-Horn and Associates, Inc. (KHA) staff on December 17, 2010.

The following modifications to the design scope consist of the following design services:

- New wireless vehicle detection for each approach as well as advanced wireless detection along Mallory Lane.
- Expanding the pavement milling and overlaying limits to consist of the intersection itself as well as a portion of eastbound South Springs Drive downstream of the intersection (a sketch depicting the new limits was shared with KHA staff).
- Redesigning the crosswalks to provide for individual ADA ramps on each corner for each crosswalk.
- Redesigning the north approach crosswalk so that it is perpendicular to Mallory Lane (will require removing a portion of the median).
- Designing a connection for the existing in-pavement City of Franklin Information Systems (IS) fiber optic cable to the recently constructed CCTV camera in the median along Mallory Lane north of the intersection.

In addition, the following changes to the plan package will be made:

- Modifying the cover sheet to reference changes to City titles / leadership and modifying construction notes to reflect the latest TDOT standards.
- Updating the estimate of quantities sheet to reflect the new design and adjust footnotes accordingly (remove 'total quantity' tally column).
- Preparing an updated engineer's opinion of probable construction cost for the referenced intersection.
- Update the general / special / EPSC notes and utility contact information to reference current data and standards.
- Update Sheet 3A to reference latest City of Franklin standard details (City to electronic versions to KHA).
- Depict locations of recent ITS construction on the Intersection 3 base map (i.e. CCTV camera and underground F/O conduit system – City provided KHA with schematic layout).
- Update the Project Manual to reflect latest City of Franklin contract language, incorporate technical specifications for the wireless vehicle detection, and incorporate updated pay items / quantities. City will provide updated contract language for KHA to incorporate into the Project Manual.

Task 7 – Design Revision Services

Design revisions as detailed above as well as Plans, Specifications & Estimates (PS&E) modifications will be prepared in Draft format for City of Franklin Review.

Task 7.1 – Revised Construction Plans

KHA will receive from the City a marked up set of Plans that consolidates the City's comments. Following receipt of these consolidated comments, KHA will prepare a Draft set of Construction Plans for City review / approval.

Task 7.2 – Revised Project Manual Preparation

KHA will prepare wireless vehicle detection technical specifications to the construction plans and modify the pay items / quantities to illustrate the expanded design components. KHA will further incorporate the City's updated contract language into the manual. A Draft version of the updated Project Manual will be provided to the City for review / approval.

Task 7.3 – Revised Engineer's Opinion of Probable Construction Cost

KHA staff will prepare an engineer's opinion of the probable construction cost for Intersection 3 only. The opinion of probable construction cost will be based on actual bid prices for recent projects which involved similar equipment and construction, to the extent that such information is available.

Task 7.4 – Finalize Bid Documents

Upon receipt of final, consolidated City of Franklin comments, KHA staff will prepare the bid documents. The bid documents will consist of the following PS&E items: Plans Package, Project Manual, and Engineer's Opinion of Probable Construction Cost.

Task 7 Deliverables:

- Revised Draft PS&E Package consisting of Draft Plans Package, Draft Project Manual, and Draft Engineer's Opinion of Probable Construction Cost (each in electronic format)
- Final sealed Plans Package (four hard copies and one electronic copy)
- Final Project Manual (four hard copies and one electronic copy)
- Final Engineer's Opinion of Probable Construction Cost (one electronic copy)

Fee and Billing

KHA will perform the Scope of Services outlined in Task 7 for the total lump sum fee below. Individual task amounts are informational only.

Task 7.1 – Revised Construction Plans	\$4,800
Task 7.2 – Revised Project Manual Preparation	\$1,800
Task 7.3 – Revised Engineer's Opinion of Probable Construction Cost	\$1,200
Task 7.4 – Finalize Bid Documents	\$2,000
Total Lump Sum Fee (Task 7):	\$9,800

Schedule

Given a notice to proceed and contract execution, we are prepared to provide these services based upon a mutually agreed upon schedule.