

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
MAJOR THOROUGHFARE PLAN - A COMPREHENSIVE
TRANSPORTATION NETWORK APPROACH PROJECT
COF Contract No. 2013-0135**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2014, by and between the City of Franklin, Tennessee ("City") and CHA CONSULTING, INC ("Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled Major Throughfare Plan - A Comprehensive Transportation Network Approach (COF Contract No. 2013-0135), dated the 25th Day of March, 2014; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of THREE HUNDRED TWENTY EIGHT THOUSAND FIVE HUNDRED FORTY FOUR AND 00/100 DOLLARS (\$328,544.00); and

WHEREAS, the City has negotiated with the Consultant additional Services as described in **Attachment A** for an additional cost of ONE HUNDRED TWENTY FOUR THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$124,900.00).

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 additional CEI Services as described in **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 additional CEI Services required in an amount not to exceed **TWENTY-SEVEN THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$27,100.00)**.

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 March 25th, 2014 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

**SULLIVAN ENGINEERING,
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

Franklin Subarea Planning Scope of Work

Task 1 – Existing Land Use Analysis

Task 1.1 – Coordination with Transportation Study

CHA will utilize the results of the land use analysis currently underway as part of the CNTP project. CHA will refine the overall land use map and create detailed maps for each character area.

Task 2 – Character Analysis

Task 2.1 – Context Analysis

CHA will expand the context analysis completed as part of the CNTP project for the original four character areas to all character areas and will specifically include:

- Environmental
- Geology/Topography
- Transportation/Access
- Land Use
- Tourism/Cultural/Historic Elements
- Employment Nodes
- Parks/Recreation
- Growth
- Demographics

The analysis will include both written as well as visual analysis utilizing illustrated maps that will also be available as GIS shape files.

Task 2.2 – Massing/Existing Development/Density Analysis

CHA will expand the current analysis of existing development, development massing and density to the remaining character areas. The analysis will include a determination of primary development archetypes, analysis of overall massing, vacancies and open space, as well as overall densities of development within each character area on a block group basis. Density analysis will include overall gross density as well as density based upon actual developed area (removing vacant and open space properties) to get a true measure of actual developing densities.

Task 3 – Future Land Use Mapping

Task 3.1 – Coordination with CNTP/Additional Analysis

CHA will expand the methodology of the existing CNTP study to expand overall land use projections out to 2040 for all remaining character areas utilizing CommunityViz Scenario 360.

Task 3.2 – CommunityViz Scenario 360 Density/Build-out Analysis

CHA will develop 2D and 3D modeling of potential future build-out for each character area to 2040 showing projected densities based upon existing no change scenarios as well as two additional future scenarios. The model will allow the client to work with CHA to test what-if scenarios for future land use and development regulations as well as utility build-out. CHA in conjunction with the client will select a preferred scenario for future land use.

Task 3.3 – Character Sketches

CHA will develop up to four color renderings of potential future build-out scenarios showing proposed future character. These renderings will be presentation quality and allow the public to better visualize potential future development character. The City of Franklin will determine which four character areas will be depicted in the renderings.

Task 3.4 – Road Section Graphics

In conjunction with the CNTP project, typical road sections will be generated for future development archetypes identified as part of tasks 3.2 and 3.3. The road sections will be at a level of detail to understand traffic flow, complete streets concepts and general buffering, but will not be at such a detail to show proposed architectural styles for streetscape elements.

Task 4 – Recommendations

Task 4.1 – Land Use/Zoning/Development

CHA will work with the client to develop recommendations on overall future land use, modifications of the future land use map as well as recommendations on potential changes or additions to development regulations to foster the quality, type and density of development desired. Recommendations will be organized into overall city-wide (including urban growth boundary) as well as specific to each character area.

Task 4.2- Infrastructure/Transportation

Future land use and build-out will have a direct impact on the need for infrastructure. In conjunction with the on-going CNTP, CHA will analyze the preferred development scenario and provide a detailed analysis of future infrastructure needs for sewer, water and transportation infrastructure. This level of analysis will be provided for all character areas. The analysis will include an identification of each infrastructure need and overall general timeline for implementation.

Task 5 – Report Development

Task 5.1 – Report Preparation/Production

CHA will prepare electronic and hard copy (up to 20 copies) of the following interim materials:

- Summary of character area mini-charrette workshops
- Summary of online engagement and findings
- Context analysis report

- Initial build-out scenarios and preferred scenario map
- GIS shape files for all analysis and inventories

CHA will prepare electronic and hard copy (up to 20 copies) of the final recommendations document which will include:

- Executive summary
- Overall city-wide future land use and development recommendations
- Land use, development and infrastructure recommendations by character area
- Summary of public engagement
- Summary of analysis

Task 6 – Client Coordination/Public Engagement

Task 6.1 – Client Coordination/Coordination Meetings

CHA will prepare bi-weekly progress reports to the client which will include a summary of tasks completed, a report on future tasks to be completed, future milestones, and issues that need addressed.

CHA will conduct up to five additional coordination meetings via video/conference call with the client in conjunction with existing proposed coordination meetings as part of the CNTP project.

Task 6.2 – Character Area Mini-Charrette Workshops

CHA will conduct five mini-charrette workshops in select locations throughout the community to engage character area residents and businesses. Each charrette will be approximately three hours in length and will include an analysis of strengths, weaknesses, opportunities and threats as well as a brainstorming session to develop elements of character area visions and objectives. CHA will facilitate the meeting with the assistance of the client. Each workshop will include an education session and a combination of large and small group activities. CHA will provide all meeting materials, facilitation and registration. The client will be responsible with coordination with CHA to secure meeting venues, determine meeting times and provide on-site refreshments to attendees.

CHA will provide a summary of all workshop results for consideration in development of tasks 3 and 4.

Task 6.3 – Online Collaboration/Project Website/Social Media Integration

CHA will setup a project website utilizing Mindmixer for the duration of the project. The website will allow for online forums, posting photos and issues spatially, and online surveys (including visual preference surveys). CHA staff will populate and maintain the website throughout the project. Website content will be refreshed a minimum of once a week. Online forums will be monitored on a daily basis. CHA staff will also work with the client to integrate existing social media accounts with the project website. An additional Facebook page and Twitter account can be set up by CHA for the project on the client's request. CHA will be responsible for maintaining Facebook and Twitter accounts throughout the duration of the project.

PHASE	TOTAL HOURS	TOTAL FEE
RATE		
Task 1 - Existing Land Use Analysis	14.0	\$1,600
Coordination with Transportation Study	14.0	\$1,620
Task 2 - Character Analysis	80.0	\$11,100
Context Analysis	34.0	\$6,150
Massing/Existing Development/Density	46.0	\$4,905
Task 3 - Future Land Use Mapping	230.0	\$25,400
Coordination with Transportation Study/Additional Analysis	32.0	\$3,600
CommunityViz Scenario 360 Density/Build-out Analysis	76.0	\$7,560
Character Sketches	84.0	\$10,140
Road Section Graphics	38.0	\$4,140
Task 4 - Recommendations	221.0	\$23,900
Land Use/Zoning/Development	116.0	\$13,310
Infrastructure/Transportation	105.0	\$10,620
Task 5 - Report Development	106.0	\$11,200
Report Preparation/Production	106.0	\$11,150
Task 6 - Client Coordination/Public Engagement	348.0	\$51,700
Client Coordination/Coordination Meetings	48.0	\$7,800
Character Area Mini-Charrette Workshops (5 workshops)	284.0	\$40,440
Online Collaboration/Project Website/Social Media Integration	16.0	\$3,440
TOTAL	999.0	\$124,900

Fee is inclusive of all associated costs including labor, travel, and project expenses (Except for Task 7)



HISTORIC
FRANKLIN
TENNESSEE


09-09-14

ITEM #7
WRKS

MEMORANDUM

August 29, 2014

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator 
Vernon Gerth, ACA, Community and Development Services
Catherine Powers, Director of Planning and Sustainability
Paul Holzen, Director of Engineering
Emily Hunter, Supervisor, Planning and Sustainability

SUBJECT: Consideration of Amendment #1 to a Professional Services Agreement with Clough, Harbour & Associates (CHA) Services Related to the Major Thoroughfare Plan – (Contract #2013-0135)

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 Contract with CHA to provide planning services for Character Area updates tied to the Major Thoroughfare Plan.

Background

The City of Franklin has experienced a substantial rise in development over the past two years. This development pressure is expected to continue over the next several decades. This continual increase in development makes it imperative to coordinate land use planning including density distribution to the Transportation Network in order to manage further growth.

As part of this goal, City staff is recommending an update of the existing character areas with an emphasis on coordination with the Major Thoroughfare Plan to direct growth.

The key elements of the contract amendment will include the following:

- Analysis of existing land use and coordination with the Transportation Study
- Character Analysis for context massing and density of existing developments
- Future Land Use Mapping coordinating with the Transportation Study, Build-Out analysis, and graphics of character and road sections
- Recommendations for Land Use revisions, possible zoning changes, recommended development patterns tied to infrastructure and transportation
- Public engagement and coordination of mini-Charrettes as well as on-line collaboration project website and social media integration
- Report to FMPC and BOMA regarding the results of all activities described above

(See Attachment A for greater detail).



HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

Financial Impact

The cost of the amendment to the contract is in an amount not to exceed \$124,900. \$150,000 was budgeted in FY2014-15 Planning and Sustainability Operating Budget (82560) Consultant Services and approved by the BOMA as part of the budget.

Recommendation

Approval of the Amendment to COF Contract #2013-0135 is recommended.