

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR FRANKLIN ITS PROJECT - DESIGN AND CEI SERVICES
COF Contract No. 2011-0065**

THIS AMENDMENT is made and entered into on this the 26th day of April, 2011, by and between the **City of Franklin, Tennessee** ("City") and **RPM Transportation Consultants, LLC (RPM)** ("Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled **Franklin ITS Project - Design and CEI Services (COF Contract No 2009-0091)** ("Project"), dated the 25th day of January, 2010; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a fee of \$127,000.00 for the CEI Services portion of the Project; and

WHEREAS, the City through the American Recovery and Reinvestment Act (ARRA) of 2009 was successful in obtaining an increase of construction funding for the project designed by the Consultant in the amount of \$225,000.00 for a total construction estimate amount of \$975,000.00; and

WHEREAS, the Consultant did not have the CEI Services for this additional construction included within the initial CEI Services Fee; and

WHEREAS, the City has negotiated with the Consultant an increase in the CEI Services portion of the Agreement for the additional construction in the amount of \$24,466.00.

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 CEI Services for the additional construction work as provided for in the Agreement for the CEI Services portion of the Agreement dated January 25, 2010.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the additional CEI Services required for the added construction work in an amount not to exceed **Twenty-Four Thousand Four Hundred Sixty-Six and No/100 Dollars (\$24,466.00)**.

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

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

RPM TRANSPORTATION
CONSULTANTS, LLC

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
Shauna R. Billingsley, City Attorney



HISTORIC
FRANKLIN
TENNESSEE

ITEM #18
CIC
04-14-11

MEMORANDUM

April 14, 2011

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator
Kevin E. Comstock, ITS Project Manager
David Parker, P.E., City Engineer
Eric J. Gardner, P.E., Director of Engineering

SUBJECT: Consideration of an amendment to the Construction Engineering and Inspection (CEI) Services Proposal Provided by RPM Transportation Consultants for the Franklin ITS American Recovery and Reinvestment Act of 2009 (Contract 2009-0091)

Purpose

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider an amendment for the Construction Engineering and Inspection (CEI) Services contract with RPM Transportation Consultants for the Franklin Intelligent Transportation System (ITS) American Recovery Reinvestment Act (ARRA) Project.

Background

BOMA approved the design and CEI contract with RPM for the Franklin ITS ARRA Project on July 1, 2009. This project was initially scoped to be at \$750,000 for construction. In January of 2010, TOC staff was able to secure an additional \$225,000 in construction funding through the MPO for the project for a total of \$975,000 at a 100% reimbursement. Bids for the project came in at \$1,048,529.70 which included a \$100,000 contingency.

CEI was initially proposed on the \$750,000 construction budget, not the actual bid of \$1,048,529.70 (a net increase in scope of nearly 39.8%). RPM had hoped to fulfill their scope without requesting additional funds. However, with the paperwork, inspection and testing for the additional construction, they are requesting additional funds to ensure that the entire project is reviewed in a consistent manner.

Financial Impact

Staff has worked with RPM Transportation Consultants who are requesting an increase of \$24,466 (19%) increase in the CEI portion of the contract. The request will not, however be eligible for TDOT matching funds.

Recommendation

Staff recommends approval of the amendment with RPM Transportation Consultants in the amount not to exceed \$24,466.