



HISTORIC  
FRANKLIN  
TENNESSEE


ITEM #13  
WRKS 01/11/2011

## MEMORANDUM

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January 3, 2011

TO: Board of Mayor and Aldermen

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

SUBJECT: Consideration of Additional Services Under Contract 2011-0001, Sanitary Sewer System Master Plan for Temporary Flow Monitoring at Strategic Locations of the Wastewater Collection System.

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### **Purpose**

The purpose of this contract amendment is to provide for temporary flow monitoring of the wastewater collection system. The proposed work will amend the Sanitary Sewer Master Plan contract with Smith Seckman Reid, Inc. (contract currently does not have a contract number).

### **Background**

The City of Franklin wastewater collection system experiences a significant volume of infiltration and inflow (I/I) during wet weather events. The primary objective of this work is to identify areas of I/I for prioritization of further investigation for potential rehabilitation or replacement. Removal of I/I from the collection system has multiple benefits including an effective increase in capacity of the collection system and treatment facility, reduced operations and maintenance charges realized in reduced chemical and electrical requirements, decreased potential for wet weather sanitary sewer overflows, as well as other benefits.

The request is being presented to BOMA at this time to take advantage of the winter and spring months when rainfall is more likely to occur. The measured response to rainfall will provide an indication of the amount of rainfall entering the system within defined metered areas. This I/I response is an indication of how "leaky" the infrastructure is, tributary to the flow monitor.

### **Financial Impact**

The cost of the proposed services is \$125,000 (not to exceed). While the work is not budgeted, the Water Management Department is proposing to delay the purchase of some equipment, with the position that this is a higher priority considering ongoing work with the Integrated Water Resources planning efforts and the rainy season.

### **Recommendation**

The proposed contract amendment is recommended for approval.

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR SANITARY SEWER SYSTEM MASTER PLAN  
COF Contract No. 2011-0001**

THIS AMENDMENT is made and entered into on this the 25<sup>th</sup> day of January, 2011, by and between the **City of Franklin, Tennessee** ("City") and **Smith Seckman Reid, Inc. (SSR)** ("Consultant").

**WITNESSETH:**

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Sanitary Sewer System Master Plan, dated the 12<sup>th</sup> day of September, 2006; and

WHEREAS, the City needs to have its sanitary sewer system monitored for infiltration and inflow (I/I) in order to complete the Sanitary Sewer System Modeling that is a part of the City's Integrated Water Resources Plan (IWRP); and

WHEREAS, the Consultant will contract with a third-party subcontractor for the installation and data collection as described in **Exhibit B – Wastewater Flow Monitoring Services Scope of Services**; and

WHEREAS, said above contract between the Consultant and Contractor shall be entered into only after there is a solicitation of proposals from at least three (3) subcontractors experienced in such work and a public opening of proposals by the Consultant as witnessed by the City.

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 proposed in their January 3, 2011 letter of proposal (**Exhibit A**) and provided for in the Scope of Services as established in **Exhibit B** 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 the work as described in **Exhibit A** and **Exhibit B** in a lump sum amount not to exceed One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00).

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.

11. All other provisions of the Agreement dated September 12, 2006, 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: \_\_\_\_\_  
John C. Schroer  
Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Eric S. Stuckey  
City Administrator  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Shauna R. Billingsley, City Attorney