



MEMORANDUM

April 30, 2012

TO: Board of Mayor and Aldermen

FROM: David Parker, City Engineer/CIP Executive
Eric Stuckey, City Administrator
Paul Holzen, Interim Director of Engineering

SUBJECT: **Consideration of Amendment #2 to Master Services Agreement for Stream Restoration Projects with AMEC (COF Contract 2010-0154) in an Amount Not to Exceed \$44,255 for the Victoria Court Detention Facility Design.**

Purpose

The purpose of this memo is to provide information to the Board of Mayor and Aldermen (BOMA) regarding amendment #2 to the already approved Master Services Agreement (MSA) for Stream Restoration Projects with AMEC.

Background

The intent of this project is to improve the quality of surface waters in the Ralston Creek Watershed using stormwater best management practices off-line of the main stream. AMEC is currently designing the stream restoration project for Victoria Court. It would be advantageous to the City to do this detention design and construction work in conjunction with the approved stream restoration project.

Financial Impact

AMEC has submitted a proposal on a time and materials basis cost of \$44,255 for the consulting services requested. These services will be paid for out of the FY 2013 Stormwater Capital Budget line item 89410 Drainage – Eng – On Call Stream Restoration Design/Construction

Recommendation

Staff recommends approval of Amendment #2 to the Master Services Agreement with AMEC for a cost not to exceed \$44,255.

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR STREAM RESTORATION PROJECTS
MASTER AGREEMENT
COF Contract No 2010-0154**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2012, by and between the **City of Franklin, Tennessee** ("City") and **AMEC EARTH & ENVIRONMENTAL, INC.** ("Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant entered into a Professional Services Master Agreement ("Agreement") entitled Stream Restoration Projects (COF Contract No. 2010-0154), dated the 9th day of November, 2010; and

WHEREAS, the City has identified a stream (North Ewingville Branch commonly referred to as Ralston Creek) within the Royal Oaks Subdivision area just east of Jordan Road at the end of Victoria Court that requires restoration due to being damaged during the May 2010 flooding that occurred in Franklin; and

WHEREAS, said agreement stipulated that the Consultant would be paid a not to exceed fee of \$49,813.00 for engineering and related technical services the design of the North Ewingville Branch Stream Restoration/Bank Stabilization Project.

WHEREAS, The City has negotiated with the Consultant an additional design fee as described in Exhibit A - Storm Water Quality Pond Design in the amount not to exceed **Forty-Four Thousand Two Hundred Fifty-Five and No/100 Dollars (\$44,255.00)**.

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 surveying, engineering and related technical services for the Project in accordance with the Scope of Services as found in **Exhibit A - Storm Water Quality Pond Design**. Exhibit A shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant in the amount of **Forty-Four Thousand Two Hundred Fifty-Five and No/100 Dollars**

(\$44,255.00) plus applicable reimbursable costs as indicated in Exhibit A of this Amendment.

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 approved by BOMA dated November 9, 2010, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

**AMEC EARTH &
ENVIRONMENTAL, INC.
Associates**

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



Exhibit A

May 1, 2012

Patricia Proctor
City of Franklin
109 3rd Avenue South
Franklin, TN 37065

**Re: Storm Water Quality Pond Design
Ralston Branch
Victoria Court**

Dear Ms. Proctor;

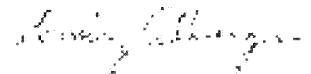
Please find attached the REVISED scope and fee for the referenced project. The scope and fee include a detailed scope of services, project schedule, list of deliverables, and fee estimate. AMEC proposes to provide the scope of services on a Time and Materials Basis for an estimated fee of **\$44,255**. This fee includes design, a public meeting, construction plans, permitting (not permit fees), costing, bid document preparation, and review meetings/submittals.

Thank you for this opportunity to provide service to the City of Franklin. If you agree to the scope, fee, please let me know.

If you have any questions please call me at 615-333-0630.

Thanks,
AMEC Environment & Infrastructure, Inc.


R. Scott Taylor, PE
Project Manger
scott.taylor@amec.com


Andrew W. Clevenger, PE
Water Resources Branch Manager
andrew.clevenger@amec.com



Scope of Services Victoria Court Storm Water Quality Facility

Scope of Services

AMEC will develop design and construction plans to build a detention facility to improve water quality adjacent to Ralston Creek. The proposed site is on a lot owned by the City between Ralston Creek and Victoria Court. AMEC will also develop combined bid documents for the Ralston Creek Stream Project and Victoria Court Detention Facility and submit to the City of Franklin. Since no geotechnical investigation is being performed at the potential pond site, subsurface conditions can only be estimated. If unsuitable materials are found during construction, additional design/investigation not covered under this scope may be warranted.

Task 1 – Survey and Site Inspection

The purpose of this task is to acquire sufficient site survey information to update the existing topographic data and perform drainage design and hydraulic calculations.

- Using GIS information and CAD drawings of the site from the previous survey, provided by the City of Franklin, AMEC will field verify that the previous survey matches existing topography.
- Where the previous survey does not match existing topography, AMEC will acquire field survey sufficient to update the data and perform drainage design and hydraulic calculations. AMEC assumes the majority of the existing survey is appropriate, and that new survey could be conducted by a two-man crew in one day or less.
- Survey will be performed in Tennessee State Plane Zone 4100/5301 Coordinate System and reference NAD83 and NADV88.

Deliverables: Survey Map, GIS survey points

Task 2 - Preliminary Design

The objective of this task will be to determine an acceptable design for installation. From the investigations and survey above, the findings will be integrated into two preliminary designs and presented to the City for comment and review. The primary intention for the pond will be for water quality. Minimum flood reduction impacts will result from the construction of such a small pond in this area.

- AMEC will develop an initial drainage design and perform necessary hydrologic and hydraulic calculations. The focus of the design will be to improve water quality and to reduce the peak flow of stormwater runoff to Ralston Creek originating from Victoria Court. Design components will include land development in affected areas and use of engineered structures, if necessary. AMEC will also identify native plants to be used in landscaping.
- Once a design plan has been selected AMEC will electronically submit a preliminary plan set with the following: Title sheet, Typical Sections, Present Layout, Proposed Layout, Proposed Profile, and Planting Plan. A preliminary meeting will be held with the City to review the preliminary design.

- After City review and approval, AMEC will submit one full-size set, one half-size set, and an electronic copy (PDF and CADD) of Finalized Preliminary Plans.

Deliverables: One Preliminary Design for City Review, Preliminary Plan Set (Electronic), Finalized Preliminary Plans: One Full-Size Set, One Half-Size Set, and One Electronic Copy (PDF and CADD)

Task 3 - Construction Plans

The purpose of this task is to finalize all design elements and prepare construction plan specifications. The plans will include: ROW/Easement Acquisition Special Conditions, Final Quantity and Cost Estimates, Erosion Control Plans, and General Notes. These plans will be included with the Ralston Creek Stream Stabilization plans

- Construction plans and specifications will be submitted to the City for review including one full-size, one half-size set, and an Electronic Copy (PDF and CADD). The Construction Plan Set will include but is not limited to: Title Sheet, Present Layout, Proposed Layout, Utility Layout, Erosion Control, and General Notes. The plan sheets will be presented on 1"= 50' drawings.
- AMEC will attend a Second Public Meeting, in conjunction with the Second Public Meeting for the Ralston Creek Stream Project. Comments and changes received during this meeting will be incorporated into the final Construction Plans.
- This scope and fee does not include the design of a sanitary sewer relocation or alteration and it is not anticipated that the sanitary sewer will require alteration as part of this project
- Permit applications will be prepared for a TDEC Aquatic Resource Alteration Permit (ARAP) and a Section 401 Water Quality Certification. Since this is a relatively small project it may be covered under TDEC's General Permit for Stream Restoration and Habitat Enhancement and the USACE's Nationwide Permit 27- Aquatic Habitat Restoration, Establishment, and Enhancement Activities. The project construction site is anticipated to be less than one acre therefore an NPDES construction permit is not anticipated.

Deliverables: Construction Plans for City Review (One Full-Size, One Half-Size Set, and Electronic Copy (PDF and CADD)), Permit Applications, Finalized Construction Plans and Specifications (One Full-Size Set, One Half-Size Set and Electronic Copy (PDF and CADD))

Task 4 - Construction Bid Preparation

The purpose of this task is for AMEC to prepare bid documents, conduct a pre-bid meeting, if necessary, and conduct the bid opening. This will be performed in conjunction with the Ralston Creek Stream Project bid preparation. As a result of this task we will certify the Bid Tab and make recommendation to the City of Franklin. The bid documents will not exceed four copies.

Deliverables: Create and sell bid documents, conduct bid opening, certify bid tab and make recommendation to the City.

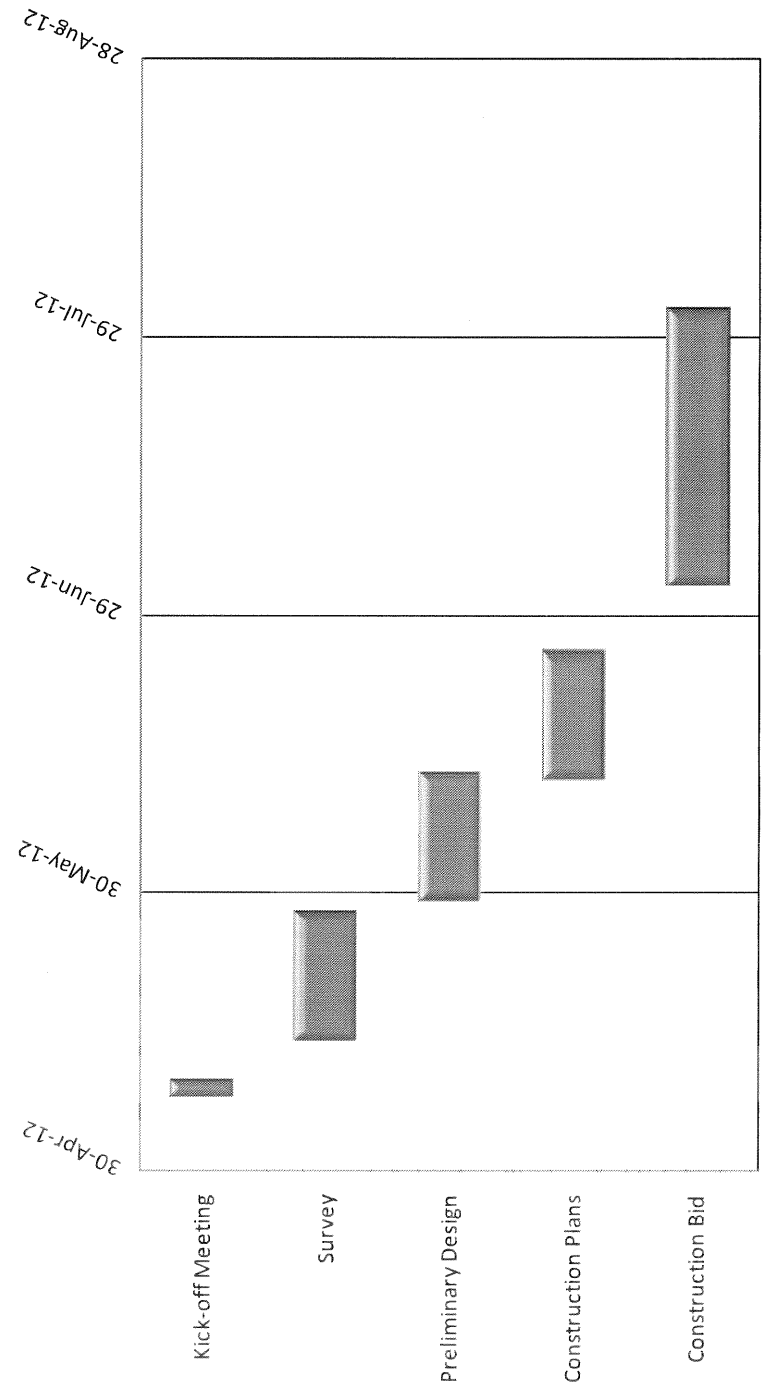
Status updates and other necessary meetings will occur during the life of the project. A proposed schedule of tasks is attached and will be updated regularly and submitted monthly at a minimum.

Schedule: Victoria Court Detention Facility

TASK #	DESCRIPTION	DELIVERABLE	# COPIES	TIME	
				Anticipated Date of Completion*	
0	Kick-off Meeting	Meeting Summary	Electronic copy via email	1 Day	8 May 2012
1	Survey	Survey Map, GIS Files	1 Copy	Two Weeks	28 May 2012
2	Preliminary Design	Preliminary Design for City Review, Preliminary Plan Set (Electronic), Finalized Preliminary Plans: One Full-Size Set, One Half-Size Set, and One Electronic Copy (PDF and CADD).	1 Preliminary, 1 Final	Two Weeks	12 Jun 2012
3	Construction Plans Preparation	Construction Plans for City Review (One Full-Size, One Half-Size Set, and Electronic Copy (PDF and CADD)), Permit Applications, Finalized Construction Plans and Specifications (One Full-Size Set, One Half-Size Set and Electronic Copy (PDF and CADD))	Draft: One Full-Size Set, One Half-Size Set Final: One Full-Size Set, One Half-Size Set, Electronic (PDF, CADD)	Two Weeks	25 Jun 2012
4	Construction Bid Preparation	Finalized Construction Plans and Specifications, Bid Documents, Certified Bid Tab and Recommendation	Bid Documents	One Month	1 Aug 2012

* Anticipated Dates of Completion will be adjusted based on when Notice to Proceed is received.

Project Timeline



City of Franklin
 Victoria Court Detention Facility
 Ralston Creek
 4/19/2012

	Task 01		Task 02		Task 03		Task 04		TOTAL		
	Survey/Stream Inspection	Preliminary Design	Construction/Final Plans Preparation	Pre-Construction Items	LABOR	HOURS	LABOR	HOURS			
A. LABOR											
Program Manager	Rate \$ 230.00	Hrs 1	Amount 230	Hrs 3	Amount 690	Hrs 2	Amount 460	Hrs 1	Amount 230	Hrs 7	Amount 1,610
Project Manager	\$ 150.00	8	1200	14	2100	8	1200	2	300	32	4,800
Senior Engineer	\$ 160.00	0	0	16	2560	16	2560	0	0	32	5,120
Project Engineer	\$ 90.00	8	720	24	2160	24	2160	16	1440	72	6,480
Staff Engineer	\$ 75.00	0	0	20	1500	32	2400	16	1200	68	5,100
Designer	\$ 100.00	0	0	20	2000	20	2000	0	0	40	4,000
SR Environmental Planner	\$ 95.00	0	0	4	380	4	380	0	0	4	380
Environmental Planner	\$ 75.00	0	0	14	1050	14	1050	0	0	14	1,050
Senior GIS Analyst/Specialist	\$ 90.00	0	0	10	900	10	900	0	0	20	1,800
Project GIS Analyst/Specialist	\$ 75.00	0	0	10	750	0	0	0	0	10	750
Senior Surveyor	\$ 85.00	16	1360	0	0	0	0	0	0	16	1,360
Surveyor	\$ 55.00	16	880	0	0	0	0	0	0	16	880
Senior Technician	\$ 60.00	0	0	10	600	0	0	0	0	16	960
Technician	\$ 45.00	4	180	0	0	8	360	8	480	18	1,080
CAD	\$ 65.00	16	1040	40	2600	40	2600	16	1040	112	7,280
Administrative	\$ 40.00	4	160	8	320	8	320	16	640	36	1,440
TOTAL LABOR		73	5770	175	16180	186	16390	75	5330	509	43,670
B. OTHER DIRECT COSTS											
General Office/field supplies/equipment	\$ 50.00	0	0	0	0	0	0	0	0	0	0
Construction Plan Pages	\$ 1.00	0	0	50	50	100	100	100	100	250	250
Photocopies color	\$ 0.15	0	0	0	0	0	0	60	9	9	9
Survey Crew Materials - Days	\$ 250.00	1	250	0	0	0	0	0	0	0	250
TOTAL OTHER DIRECT COSTS			250		50		100		109		509
C. FIELD SUPPLIES & EQUIPMENT											
Geotechnical Materials	\$ 100.00	0	0	0	0	0	0	0	0	0	0
TOTAL FIELD SUPPLIES & EQUIPMENT			0		0		0		0		0
D. TRAVEL / PER DIEM											
See Travel Backup Sheet			0								0
NON LABOR TOTAL			250		50		100		109		509
F. G&A (Items B,C,D,E)			0		0		0		0		0
G. G&A/Profit	15%		38		8		15		16		76
H. TASK TOTAL			6,058		16,238		16,505		5,455		44,255