

MEMORANDUM

May 10, 2012

TO: Board of Mayor and Aldermen

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

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement (PSA) with Littlejohn Engineering Associates (COF Contract No. 2010-0098) for the Eastern Flank Battlefield Park Access Roadway Project in an Amount Not to Exceed \$5,800.00.

Purpose

The purpose of this Memo is to bring forward to the Board of Mayor and Aldermen (BOMA) a proposal from Littlejohn Engineering Associates for additional topographic survey necessary for final design of the Eastern Flank Battlefield Park Access Roadway Project.

Background

BOMA approved the PSA for the above referenced project with Littlejohn Engineering Associates on December 13, 2011 in an amount of \$35,300.00 to perform engineering and related technical services.

Land that has recently been reshaped due to a stream restoration project on the west side of the City of Franklin (Eastern Flank Battlefield Park) property is in need of an updated survey. Final design of the access drive cannot be completed accurately until a survey of the area is performed. This Amendment No. 1 is to allow for additional topographic survey by Littlejohn Engineering Associates to cover the area in need.

Financial Impact

Amendment No. 1 to the Professional Services Agreement with Littlejohn Engineering Associates (COF Contract No. 2010-0098) at a not-to-exceed cost of Five Thousand Eight Hundred and 00/100 dollars (\$5,800.00). New contract total becomes \$41,100.00 (\$35,300.00 + \$5,800.00).

Recommendation

After review of the proposal from Littlejohn Engineering Associates, staff recommends approval of Amendment No. 1 to the PSA with Littlejohn Engineering Associates (COF Contract No. 2010-0098) in an amount not-to-exceed \$5,800.00.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE EASTERN FLANK BATTLEFIELD PARK ACCESS
ROADWAY PROJECT
COF Contract No 2010-0098**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2012, by and between the **City of Franklin, Tennessee** ("City") and **Littlejohn Engineering Associates (LEA)** ("Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled Eastern Flank Battlefield Park Access Roadway Project (COF Contract No. 2010-0098) ("Project"), approved by the Franklin Board of Mayor and Aldermen (BOMA) on the 13th day of December 2011; and

WHEREAS, said agreement stipulated that the Consultant would be paid a not to exceed fee of \$35,300.00 for engineering and related technical services for the revisions to previous design plans; and

WHEREAS, It has been determined that additional survey information is necessary for final design and bid documents; and

WHEREAS, The City has negotiated with the Consultant an additional design fee as described in Exhibit A - Proposal for Surveying Services in the amount not to exceed **Five Thousand Eight Hundred and No/100 Dollars (\$5,800.00)**.

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 surveying, engineering and related technical services for the Project in accordance with the Scope of Services as found in **Exhibit A - Proposal for Surveying Services**. Exhibit A shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant in the amount of **Five Thousand Eight Hundred and No/100 Dollars (\$5,800.00)** 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 December 13, 2011, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

Littlejohn Engineering Associates

By: _____
Dr. Ken Moore
Mayor
Date: _____

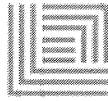
By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



LITTLEJOHN ENGINEERING ASSOCIATES

March 6, 2012

Mr. Paul Holzen, PE
City of Franklin
P.O. Box 305
Franklin, TN 37064

Mr. David Parker, PE
City of Franklin
P.O. Box 305
Franklin, TN 37064

RE: Proposal for Surveying Services
Eastern Flank Battle Park
Lewisburg Pike
Franklin, TN

Dear Paul and Dave:

Littlejohn Engineering Associates (CONSULTANT) appreciates the opportunity to submit this proposal for surveying services for Eastern Flank Battle Park (PROJECT) to City of Franklin (CLIENT). According to request from Adam Crunk of my office, I have determined the cost to provide the following scope of services:

Scope of Services

Partial Topographic Survey

Provide a Partial Topographic Survey drawing to the Minimum Standard Detail Requirements listed in the Tennessee Standards of Practice for Land Surveying. These services will be provided on approximately 10 acres portion of Eastern Flank Battle Park with the scope area shown on the attached mark up.

Lump Sum Cost: \$5,800

Services outside of this scope of services will be provided at the attached Rate Schedule.

The scope of services will be completed in 11-16 business days from the date of receipt of authorization to proceed barring availability of documentation and any extended weather delays.

Excluded from the price shall be all-reimbursable expenses incurred on the project's behalf, including printing, plotting, photocopies, reproduction, postage long distance telephone, facsimile, express mail and courier services. Reimbursable expenses will be billed at cost plus 15%. We will bill monthly for all work performed and expenses incurred on the project's behalf. Unpaid invoices after 30 days will accrue service charges at 1 ½ percent per month, and include any cost of collections and reasonable attorney's fees.

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www.leainc.com

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Again, thank you for the opportunity to submit this proposal to you. We look forward to working with you on this project. If this proposal and *Exhibit A* are acceptable, please sign and send a copy to our office.

Sincerely,

LITTLEJOHN ENGINEERING ASSOCIATES, INC.

Robert M. Searson, RLS

AGREED BY:

Name

Date

Title

Company

Attachments:

Rate Schedule



LITTLEJOHN ENGINEERING ASSOCIATES

SCHEDULE OF HOURLY RATES

2011 - 2012

<u>Classification</u>	<u>Hourly Rates</u>
Principal/Project Manager/Design Manager	\$ 115.00 to \$ 200.00
Professional Geologist	\$ 140.00 to \$ 150.00
Professional Engineer/Landscape Architect	\$ 85.00 to \$ 140.00
Engineering Intern	\$ 75.00 to \$ 95.00
Planner	\$ 75.00 to \$ 95.00
Registered Land Surveyor	\$ 135.00
Two Man Survey Crew	\$ 115.00
Three Man Survey Crew	\$ 145.00
GPS Equipped Crew	\$ 150.00
Survey or Computer Design Technician	\$ 55.00 to \$ 115.00
Survey Coordinator	\$ 90.00 to \$ 100.00
Administrative	\$ 50.00 to \$ 100.00

Schedule effective through June 1, 2012

