

**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 9<sup>th</sup> 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](mailto:scott.taylor@amec.com)

  
Andrew W. Clevenger, PE  
Water Resources Branch Manager  
[andrew.clevenger@amec.com](mailto: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.

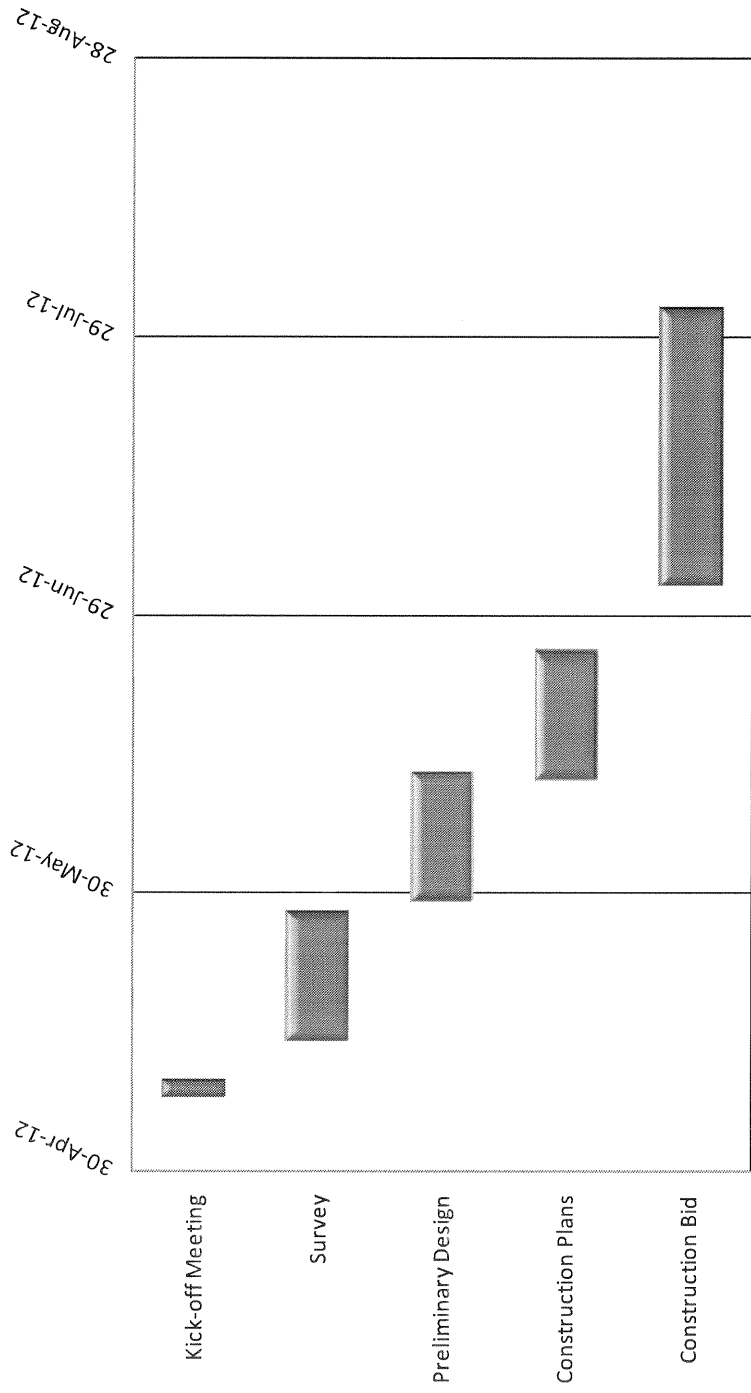
**Schedule: Victoria Court Detention Facility**

TASK #	DESCRIPTION	DELIVERABLE	# COPIES	TIME	
				Anticipated Date of Completion*	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	
	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount		
<b>A. LABOR</b>										
Program Manager	1	230	3	690	2	460	1	230	7	1,610
Project Manager	8	1,200	14	2,100	8	1,200	2	300	32	4,800
Senior Engineer		0	16	2,560	16	2,560		0	32	5,120
Project Engineer	8	720	24	2,160	24	2,160	16	1,440	72	6,480
Staff Engineer		0	20	1,500	32	2,400	16	1,200	68	5,100
Designer		0	20	2,000	20	2,000		0	40	4,000
SR Environmental Planner		0	4	380	4	380		0	4	380
Environmental Planner		0	14	1,050	14	1,050		0	14	1,050
Senior GIS Analyst/Specialist		0	10	900	10	900		0	20	1,800
Project GIS Analyst/Specialist		0	10	750	10	750		0	10	750
Senior Surveyor	16	1,360		0		0		0	16	1,360
Surveyor	16	880		0		0		0	16	880
Senior Technician		0	10	600		0	8	480	18	1,080
Technician	4	180		0	8	360		0	12	540
CAD	16	1,040	40	2,600	40	2,600	16	1,040	112	7,280
Administrative	4	160	8	320	8	320	16	640	36	1,440
<b>TOTAL LABOR</b>	<b>73</b>	<b>5,770</b>	<b>175</b>	<b>16,180</b>	<b>186</b>	<b>16,390</b>	<b>75</b>	<b>5,330</b>	<b>509</b>	<b>43,670</b>
<b>B. OTHER DIRECT COSTS</b>										
General Office/field supplies/equipment		50.00		0		0		0		0
Construction Plan Pages		1.00	50	50	100	100	100	100		250
Photocopies color		0.15		0		0		9		9
Survey Crew Materials - Days	1	250.00		0		0		0		250
<b>TOTAL OTHER DIRECT COSTS</b>		<b>250</b>		<b>50</b>		<b>100</b>		<b>109</b>		<b>509</b>
<b>C. FIELD SUPPLIES &amp; EQUIPMENT</b>										
Geotechnical Materials		100.00		0		0		0		0
<b>TOTAL FIELD SUPPLIES &amp; EQUIPMENT</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>0</b>
<b>D. TRAVEL / PER DIEM</b>										
See Travel Backup Sheet		0								0
<b>NON LABOR TOTAL</b>		<b>250</b>		<b>50</b>		<b>100</b>		<b>109</b>		<b>509</b>
<b>F. G&amp;A (Items B,C,D,E)</b>		0		0		0		0		0
<b>G. G&amp;A/Profit</b>		38		8		15		16		76
<b>H. TASK TOTAL</b>		<b>6,058</b>		<b>16,238</b>		<b>16,505</b>		<b>5,455</b>		<b>44,255</b>



## MEMORANDUM

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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.