

**AMENDMENT NO. 2 TO
PROFESSIONAL ENGINEERING SERVICES
FOR STREAM RESTORATION PROJECTS
MASTER AGREEMENT
COF Contract No. 2011-0025**

THIS AMENDMENT is made and entered into on this the ___ day of _____, 2012, by and between the **City of Franklin, Tennessee** ("City") and **Civil & Environmental Consultants, Inc. (CEC)** ("Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant entered into a Professional Services Agreement ("Agreement") Stream Restoration Projects COF Contract No 2010-0155), dated the 9th day of November, 2010; and

WHEREAS, the City identified a stream (Ralston Creek) within the Buckingham Part Subdivision that required restoration due to being damaged during the May 2010 flooding that occurred in Franklin; and

WHEREAS, the City has approved Amendment 1 (COF Contract No. 2011-0025) to COF Contract No 2010-0155 on March 22, 2011, in the not to exceed total amount of Forty-Two Thousand Four Hundred and No/100 Dollars (\$42,400.00) for the design of the needed stream restorations; and

WHEREAS, the City has negotiated with the Consultant an increase in the design services, as described in Exhibit A - Proposal for Professional Engineering Services Ralston Creek At Buckingham Park - Additional Services, of the Agreement in the amount of **Thirteen Thousand and No/100 Dollars (\$13,000.00)**;

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 services as provided for in Exhibit A - Proposal for Professional Engineering Services; Ralston Creek at Buckingham Park - Additional Services.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the additional Professional Services required in an amount not to exceed **Thirteen Thousand and No/100 Dollars (\$13,000.00)**.

The 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.

All other provisions of the Agreement (COF Contract No 2012-0155) dated November 9, 2010, and Amendment No 1 (COF Contract No 2011-0025) dated March 22, 2011, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

**Civil & Environmental
Consultants, Inc.**

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, City Attorney



HISTORIC
FRANKLIN
TENNESSEE

ITEM #14
WRKS 08/28/2012

MEMORANDUM

August 17, 2012

TO: Board of Mayor and Aldermen

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

SUBJECT: **Consideration of Amendment No. 2 to the Professional Services Agreement with Civil and Environmental Consultants, Inc. for the Buckingham Park / Ralston Creek Stream Restoration Project – Construction Administration and Inspection Services (COF Contract No. 2011-0025)**

Purpose

The purpose of this memo is to recommend approval of Amendment No. 2 to the Professional Services Agreement with Civil and Environmental Consultants, Inc. (CEC) for the Buckingham Park / Ralston Creek Stream Restoration Project for Construction Administration and Inspection Services (COF Contract No. 2011-0025).

Background

As a result of erosion and bank failures to streams, much of which can be attributed to the May 2010 flooding, City of Franklin staff inspected the main tributaries to the Harpeth River to determine the amount of damage and debris build-up the streams and drainage facilities have endured. After gathering information and evaluating the damage, there will be design services necessary for various related tasks.

Staff advertised for consultants to submit statements of qualifications for performing various stormwater related design services. Fourteen consulting firms or consortiums submitted their qualifications. Staff reviewed the qualifications and graded each submittal. The top three scoring firms were AMEC, CEC and URS. Staff felt it would be beneficial to enter into a master service agreement (MSA) with more than one firm so that design could be completed in a timely manner if an emergency like the May Flood were to occur again. Therefore, the designs would be rotated between the three selected firms as they were identified.

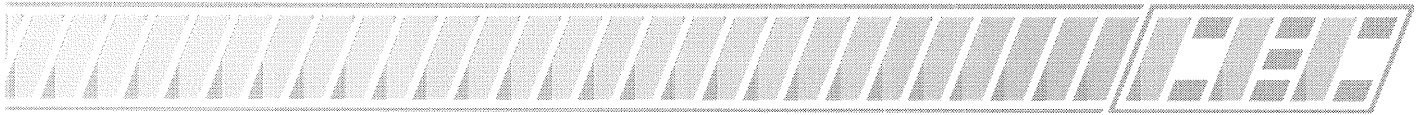
The Master Services Agreements for Stream Restoration Projects with Civil & Environmental Consultants, Inc. (CEC) (COF Contract 2010-0155) was approved by BOMA on November 9, 2010. Amendment No. 1 (COF Contract No. 2011-0025) to the Professional Engineering Services for Stream Restoration Projects Master Agreement with CEC was approved on March 22, 2011, totaling \$42,400.00. This Amendment No. 1 authorized the stream restoration design for Ralston Creek within the Buckingham Park Subdivision. Amendment No. 2 will add Construction Administration and Inspection Services to the existing PSA with CEC. The construction bids for this project were opened on August 7, 2012.

Financial Impact

Construction Administration and Inspection services are at a not-to-exceed cost of \$13,000.00. This will be added to Amendment No. 1 for a new PSA totaling \$55,400.00 (\$42,400.00 + \$13,000.00). This cost will be paid from the Engineering Department's 2013 Stormwater Capital Budget (Line Item 89410 Drainage Eng-On Call Stream Restoration Design/Construction).

Recommendation

Approval of Amendment No. 2 to the PSA with Civil and Environmental Consultants, Inc. in the amount of \$13,000.00 for a new not-to-exceed PSA cost of \$54,400.00 is recommended.



August 6, 2012

Mr. Paul Holzen, P.E., LEED AP
Interim Director of Engineering
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Dear Mr. Holzen:

Subject: Proposal for Professional Engineering Services
Ralston Creek at Buckingham Park – Additional Services
City of Franklin, Williamson County, Tennessee
CEC Project No. 110-361

Civil & Environmental Consultants, Inc. (CEC) is pleased to submit this proposal to the City of Franklin as requested under the COF Contract No. 2010-0155 for additional requested services pertaining to the bidding and construction administration of the stream restoration design that CEC has completed under our original proposal of January 25, 2011.

1.0 BACKGROUND

CEC completed the stream restoration design for Ralston Creek at Buckingham Park which was advertised for bid last month. Bids are due August 7, 2012. Our current scope of work ended at construction plans preparation; however, CEC was able to complete the bid administration work to date within the previously approved budget.

2.0 PURPOSE

The purpose of this additional work is to provide continuing professional services through to the end of construction and the warranty period to protect the investment that the City is making into this stream restoration project.

3.0 SCOPE OF SERVICES

The following scope of services is based upon the three-page “Stream Restoration Projects - Consultant Contract Design Tasks and Construction Administration” given to CEC at the January 12, 2011 meeting and as modified during that meeting. Task numbers have been retained from the original proposal.

Civil & Environmental Consultants, Inc.

Nashville	405 Duke Drive Suite 270 Nashville, Tennessee 37067 Ph: 615/333-7797 / Fx: 615/333-7751 Toll Free: 800/763-2326 nashville@cecinc.com www.cecinc.com	Austin	855/365-2324	Cleveland	866/507-2324	North Central PA	877/321-2324
		Boston	866/312-2024	Columbus	888/598-6808	Phoenix	877/231-2324
		Charlotte	855/859-9932	Detroit	866/380-2324	Pittsburgh	800/365/2324
		Chicago	877/963-6026	Export	800/899-3610	St. Louis	866/250-3679
		Cincinnati	800/759-5614	Indianapolis	877/746-0749	Toledo	888/598-6808



3.6 Project Bidding Assistance

The purpose of this task is to administer the bidding process for the City of Franklin. Most of this work has been completed. The remaining tasks include:

- CEC will conduct the Bid Opening at the City of Franklin offices
- CEC will certify the Bid tabulation and make a recommendation to the City of Franklin

3.7 Construction Administration

CEC will perform the following tasks:

- Conduct Pre-Construction Meeting
- CEC will conduct a Project Walk Through

- Review and Approve Shop Drawings
- Coordinate Utility Location and Relocation (If Necessary)
- Coordination with Testing companies (If Necessary)
 1. Geotechnical
 2. Concrete

- Conduct Site Visits – One to Two Times per Week
- Conduct/Attend Bi-Weekly Progress Meeting
- Review Pay Requests and Make Recommendation to City
 - Coordinate with City Inspector and Contractor

- Review and Make Recommendation on Change Orders
- Interpret/Clarify Plan or Specification Questions or Conflicts
- Conduct Substantial Completion Walk Through
- Prepare Punchlist
- Conduct Final Walk Through
- Prepare Final Punchlist
- Prepare Final Change Order



3.8 Prepare As-Built Plans of Project – REMOVED AT CITY’S REQUEST.

3.9 Warranty Documentation Assistance

- Supply information to the City as to when materials are placed into service
- Conduct Warranty Walk Through – Near the end of the warranty period to identify any products or materials that may not be working properly

4.0 SCHEDULE

CEC has sufficient budget to carry through the project bid administration task and will continue with the remaining tasks upon receiving your authorization to proceed.

5.0 COST

Our not-to-exceed costs are based on the scope of services described above and will be billed on a Time & Materials (T&M) basis. If CEC encounters conditions that require additional services and costs beyond what is presented in the proposal, CEC will provide a written revised scope of services and revised costs for the City of Franklin’s approval prior to proceeding. The estimated cost to perform the scope of services outlined above is provided below:

Task	Not-to-Exceed Cost
3.6 Project Bid Administration	\$1,000.00
3.7 Construction Administration	\$10,000.00
3.9 Warranty Documentation Assistance	\$2,000.00

Invoicing of professional services will be in accordance with the attached fee schedule. Reimbursable expenses, including subcontracted services, are included in our estimated costs and will be invoiced according to the attached fee schedule.

The Master Agreement for Professional Engineering Services for Stream Restoration Projects COF Contract No. 2010-0155 signed on November 5, 2010 by CEC will apply to the proposed work.

Mr. Paul Holzen, P.E., LEED AP
CEC Project No. 110-361
Page 4
August 6, 2012



6.0 CLOSING

CEC appreciates the opportunity to submit this proposal to you. We believe the scope of services outlined will address the City of Franklin's needs in a cost effective manner. If you have any questions or comments, please call me at 333-7797.

Very truly yours,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'S. E. Casey', is positioned below the company name on the left side of the page.

Steven E. Casey, P.E., CPESC
Project Manager

A handwritten signature in black ink, appearing to read 'Jeff Duke', is positioned below the company name on the right side of the page.

Jeff Duke, CPESC
Principal

Enclosures

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
 405 DUKE DRIVE • SUITE 270
 FRANKLIN, TENNESSEE 37067
 PHONE: 615-333-7797 • FAX: 615-333-7751
 E-MAIL: nashville@cecinc.com

Fee Schedule

January 1, 2012 through December 31, 2012

PROFESSIONAL SERVICES

Classification	Rate/Hour
Vice President	\$195
Principal	\$185
Senior Project Manager.....	\$165
Project Manager III	\$140
Project Manager II	\$130
Project Manager I	\$120
Assistant Project Manager.....	\$99
Project Consultant / Geologist / Hydrogeologist / Biologist / Scientist.....	\$90
Staff Consultant / Geologist / Hydrogeologist / Environmental Specialist	\$85
CAD Designer	\$85
Draftsperson / CADD Operator.....	\$55
Senior Field Technician.....	\$72
Construction Observer / Environmental Technician	\$70
Senior Land Surveyor.....	\$125
Project Land Surveyor / GPS Specialist	\$90
Survey Technician IV.....	\$75
Survey Technician III	\$68
Survey Technician II	\$63
Survey Technician I	\$58
Administrative Assistant.....	\$58
Administrative Manager.....	\$63

DIRECT EXPENSES

Company or Personal Automobile Mileage	55 cents/mile*
Computer / CADD Usage	\$15/hour
Other Travel Related Expenses	Cost plus 10%
Printing and Reproduction.....	Cost plus 10%
Telephone and Shipping	Cost plus 10%
Miscellaneous Services	Cost plus 10%

SUBCONTRACT SERVICES

Services @ Cost Plus 12%

* Will be modified to current IRS Rate