

MEMORANDUM

April 30, 2013

TO: Board of Mayor and Aldermen

FROM: Paul Holzen, Director of Engineering
Eric Stuckey, City Administrator
David Parker, City Engineer/CIP Executive
Patricia Proctor, Staff Engineer II

SUBJECT: **Amendment No. 2 to Professional Services Agreement with Hethcoat & Davis, Inc. (H & D)
I-65 Widening/Goose Creek Interchange Water Line Relocation
COF Contract No. 2012-0050**

Purpose

The purpose of this memo is to provide information to the Board of Mayor and Aldermen (BOMA) for the consideration of the Amendment No. 2 to the Professional Services Agreement (PSA) with H&D to provide additional design for the water line relocations.

Background

As a result of the plan revisions made in February 2013 by TDOT and requests by the City to upgrade and relocate the water line crossing of I65, modifications are necessary to the design of the water line relocation plans and easement documents by H & D.

Financial Impact

Hethcoat & Davis has proposed a not to exceed cost of \$9,670.57 for the additional consulting services requested. These services will be paid for on an hourly basis in accordance with the billing rates included with the proposal. These design services are 100% reimbursable from TDOT as part of the I-65 Widening/Goose Creek Interchange Project.

Recommendation

Staff recommends approval of the Amendment No. 2 to the Professional Services Agreement with Hethcoat & Davis (COF Contract No. 2012-0050) for an amount not to exceed \$9,670.57.

**AMENDMENT NO. 2 TO
PROFESSIONAL ENGINEERING SERVICES
FOR I65 WIDENING/GOOSE CREEK INTERCHANGE
COF Contract No. 2012-0050**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2013, by and between the **City of Franklin, Tennessee** ("City") and **Hethcoat & Davis, Inc.** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Engineering Services Agreement ("Agreement") entitled I-65 Widening/Goose Creek Interchange Water Line Relocation (COF Contract No 2012-0050), dated the 24th day of April 2012; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of \$39,000.00, as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and the Consultant amended this agreement through Amendment No 1 To Professional Engineering Services For I-65 Widening/Goose Creek Interchange Water Line Relocation (COF Contract No. 2012-0050), dated the 11th day of September, 2012; and

WHEREAS, said Amendment No 1 stipulated that the Consultant would be paid a not to exceed fee of \$7,070.00 as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and the Consultant have identified the need to amend the Water Line Relocation Plans due to the revisions that the Tennessee Department of Transportation (TDOT) has proposed for the I-65 Widening/Goose Creek Interchange project; and

WHEREAS, the City has negotiated with the Consultant an increase in the fee for design services, as described in Exhibit A, in the amount of **Nine Thousand Six Hundred Seventy and 57/100 Dollars (\$9,670.57)**.

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 April 23, 2013 letter of proposal (**Exhibit A**) which includes the Scope of Services for 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 an amount not to exceed **Nine Thousand Six Hundred Seventy and 57/100 Dollars (\$9,670.57)**.

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

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 dated April 24, 2012 and Amendment No. 1 dated September 11, 2012 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

Hethcoat & Davis, Inc.

By: _____
Dr. Ken Moore
Mayor
Date: _____

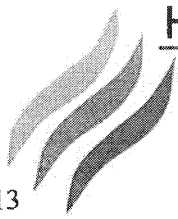
By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



Hethcoat & Davis, Inc.

H & D

Engineers & Planners

Exhibit A
Pg 1 of 3

April 23, 2013

File No. 1082-02

Mr. Paul Holzen, PE
Engineering Manager
City of Franklin
109 Third Avenue South
Franklin, TN 37064

**Re: Additional Services for Utility Relocations (Water)
I65 from N. of SR 840 to N. of SR 248 (Goose Creek Interchange)
TDOT Project No. 94002-2181-44**

Dear Paul:

As you are aware, TDOT issued revised plan sheets for the referenced project under cover letter dated February 11, 2013. In addition, the City has directed that a different routing of water line beneath I65 be undertaken in order to both increase the size of the line as well as minimize easement impact. We have reviewed the revised plan sheets and the requested changes to the water line crossing. Upon review, we have determined that the following items need to be revised and/or added to the project scope based on the TDOT and City revisions.

Water Lines (Refer to Water Utility Drawings)

1. Sheet U4-1. TDOT has made a revision to the entrance drive which needs to now be reflected on the utility sheets.
2. Sheet U4-2. TDOT has made a revision for a new business entrance which needs to now be reflected on the utility sheets. Additionally, the proposed relocation of the I65 water line crossing will need to be removed from this sheet as it will no longer be applicable.
3. Sheet U4-3. The proposed water line crossing of I65 will be now located on this plan sheet and reflect the increase in both casing and pipe diameter.
4. Sheet U4-4. TDOT has made revisions to the interchange; ROW modifications; and changes to drainage easement which all need to be reflected on the utility sheet. Due to the ROW and drainage easement modifications, the water lines in this area will require modification.
5. Sheet U4-6. Due to the changes brought about by the upgrade and relocation of the proposed I65 water line crossing, the entire profile of the crossing will have to be revised.
6. Revisions to easements will be required by the changes noted above.
7. Revisions to the water quantities and the accompanying breakdown of bid items for TDOT bid purposes will be required.
8. Additional project management with interface between the City and TDOT Utilities for these revisions will be required.
9. Cost estimating to provide detail for betterment work versus the original scope of the work for TDOT funding eligibility.
10. Resubmittal of water line plan revisions to the State of Tennessee, Division of Water Supply for re-approval.



11. Preparation of "Rainbow" utility relocation drawing updates will be required.

Hethcoat & Davis, Inc. proposes to provide the additional scope of services identified and will make every effort to devote the manpower and resources necessary to insure timely completion of the design in an acceptable timeframe which is currently at some time in May. Based on the anticipated scope of services, we recommend a budget increase of \$9,670.57 for completion of the additional water related design tasks related to the TDOT changes and the proposed water improvements.

As required by TDOT, we have updated the Standard Estimate Spreadsheet (Form 2011-16). This additional work, as well as our time spent reviewing the TDOT revisions, is included in the above-noted costs. Please note that the revised Form 2011-16 reflects both the original work as well as these revisions.

If this proposal is acceptable, please prepare Amendment No. 2 for Professional Engineering Services for this additional work. As time is of the essence, we will continue work with the small remaining project pre-construction balance in order to meet the TDOT deadline. However, based on our estimates, we anticipate that we will exceed the remaining budget in order to complete the work.

We sincerely appreciate the opportunity to work with you and the City of Franklin and to present this proposal for providing professional services. If you should have any questions or require additional information, please call.

Hethcoat & Davis, Inc.

Keith Davis, PE
Secretary

REV 5 - water
9/23/13



Estimate of Engineering Cost

(Attach Scope of Work for Project)

Project No.: 94002-2181-44
 Utility Name & Address:
CITY OF FRANKLIN
405 5TH AVE NORTH
FRANKLIN, TN 37064

County: WILLIAMSON
 Consultant Name & Address:
HETHCOAT & DAVIS, INC.
278 FRANKLIN RD, SUITE 200
BRENTWOOD, TN 37027

(In order to complete this form accurately, Place an "X" in the appropriate box below)

Standard Consultant Contract Continuing Contract Agreement (attach copy of Continuing Contract for TDOT verification)

Engineering Classification	Rate/Hr	I. Pre-Construction		II. Construction		III. Inspection	
		Hours	Total	Hours	Total	Hours	Total
Principal	\$ 62.50	6	\$ 375.00	4	\$ 250.00		\$ -
Project Manager	\$ 48.08	45	\$ 2,163.60	14	\$ 673.12		\$ -
Senior Engineer	\$ -		\$ -		\$ -		\$ -
Design Engineer	\$ 28.85	156	\$ 4,500.60	76	\$ 2,192.60		\$ -
Project Engineer	\$ -		\$ -		\$ -		\$ -
Engineer	\$ -		\$ -		\$ -		\$ -
Senior Designer	\$ 32.00	188	\$ 6,016.00	28	\$ 896.00		\$ -
Designer	\$ 26.00	60	\$ 1,560.00		\$ -		\$ -
Tech / Drafter	\$ -		\$ -		\$ -		\$ -
Clerk	\$ 21.63	12	\$ 259.56	10	\$ 216.30		\$ -
Inspector	\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -
Subtotal Engineering =		467	\$ 14,874.76	132	\$ 4,228.02	0	\$ -

Surveying	Rate/Hr	Hours	Total	Hours	Total	Hours	Total
Surveyor	\$ 21.00	24	\$ 504.00	16	\$ 336.00		\$ -
Rod Person	\$ 16.00	24	\$ 384.00	16	\$ 256.00		\$ -
Survey Technician	\$ 24.00	24	\$ 576.00		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -
	\$ -		\$ -		\$ -		\$ -
Subtotal Surveying =		72	\$ 1,464.00	32	\$ 592.00		\$ -
Total Engineering / Survey		539	\$ 16,338.76	164	\$ 4,820.02	0	\$ -

IV. Other Expenses	Cost/Unit	Quantity	Pre-Construction		Construction		Inspection	
			Quantity	Total	Quantity	Total	Quantity	Total
Transport/Mile	\$ 0.44	X	300	\$ 132.00	300	\$ 132.00		\$ -
Meals / Day	\$ -	X		\$ -		\$ -		\$ -
Lodging / Day	\$ -	X		\$ -		\$ -		\$ -
Print				\$ 200.00		\$ -		\$ -
Other:	TDEC Review Fee			\$ 200.00		\$ -		\$ -
Other:				\$ -		\$ -		\$ -
(For additional expenses not listed, attach sheet for reference)								
Subtotal Misc. Expenses =				\$ 532.00		\$ 132.00		\$ -

V. Indirect/Overhead Expenses (not to exceed 145% of I,II,III)	Pre-Construction	Construction	Inspection
Indirect/Overhead Rate:	129.00% \$ 21,077.00	129.00% \$ 6,217.83	129.00% \$ -

(These expenses only apply to Consultant Engineering Services without a Continuing Contract agreement with the Utility)

VI. Profit: (2.35 x (I, II, III) x Allowable Rate)	Pre-Construction	Construction	Inspection
Allowable Rate:	13.00% \$ 4,991.49	13.00% \$ 1,472.52	129.00% \$ -

(These expenses only apply to Consultant Engineering Services without a Continuing Contract agreement with the Utility)

TOTAL ENGINEERING COST:	
Standard Consultant: (I+II+IV+V+VI) =	\$ 55,581.61
(Inspection Costs not included)	
Continuing Contract: (I+II+IV) =	\$ -
(Inspection Costs not included)	
Total Cost (Engineering & Inspection):	
Standard Consultant:	\$ 55,581.61
Continuing Contract:	\$ -
Engineering BETTERMENT:	\$ -

TOTAL INSPECTION COST:	
Standard Consultant:	\$ -
Private:	\$ -
Public:	\$ -
Continuing Contract:	\$ -
Private:	\$ -
Public:	\$ -

Consult with TDOT Staff if Betterment involved in estimate of cost