

**AMENDMENT NO. 1 TO
PROFESSIONAL ENGINEERING SERVICES
FOR STREAM RESTORATION PROJECTS
MASTER AGREEMENT
COF Contract No. 2011-0033**

THIS AMENDMENT is made and entered into on this the 22nd day of March 27, 2011, by and between the **City of Franklin, Tennessee** ("City") and **AMEC Earth & Environmental, Inc. (AMEC)** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Engineering Services Master Agreement ("Agreement") 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 end of Victoria Court that requires restoration due to being damaged during the May 2010 flooding that occurred in Franklin; and

WHEREAS, the Consultant has provided a Proposal for the North Ewingville Branch Stream Restoration/Bank Stabilization (Project) which includes a Scope of Services as described in **Exhibit A – Scope of Services, North Ewingville Branch Stream Restoration**, dated March 2, 2011; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for Tasks 1 through 6 for the Project as proposed.

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 March 2, 2011 letter of proposal (**Exhibit A**) which includes the Scope of Services for Tasks 1 through 6 of 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 **Forty-Nine Thousand Eight Hundred Thirteen and No/100 Dollars (\$49,813.00)**.

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 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.


By: _____
Dr. Ken Moore
Mayor
Date: _____

By: 
Print: ANDREW CHEVERTON
Title: UNIT MANAGER
Date: 3/7/2011

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:


Shauna R. Billingsley, City Attorney

Ralston Branch/Victoric Ct.

Victoria Ct

Ralston Branch

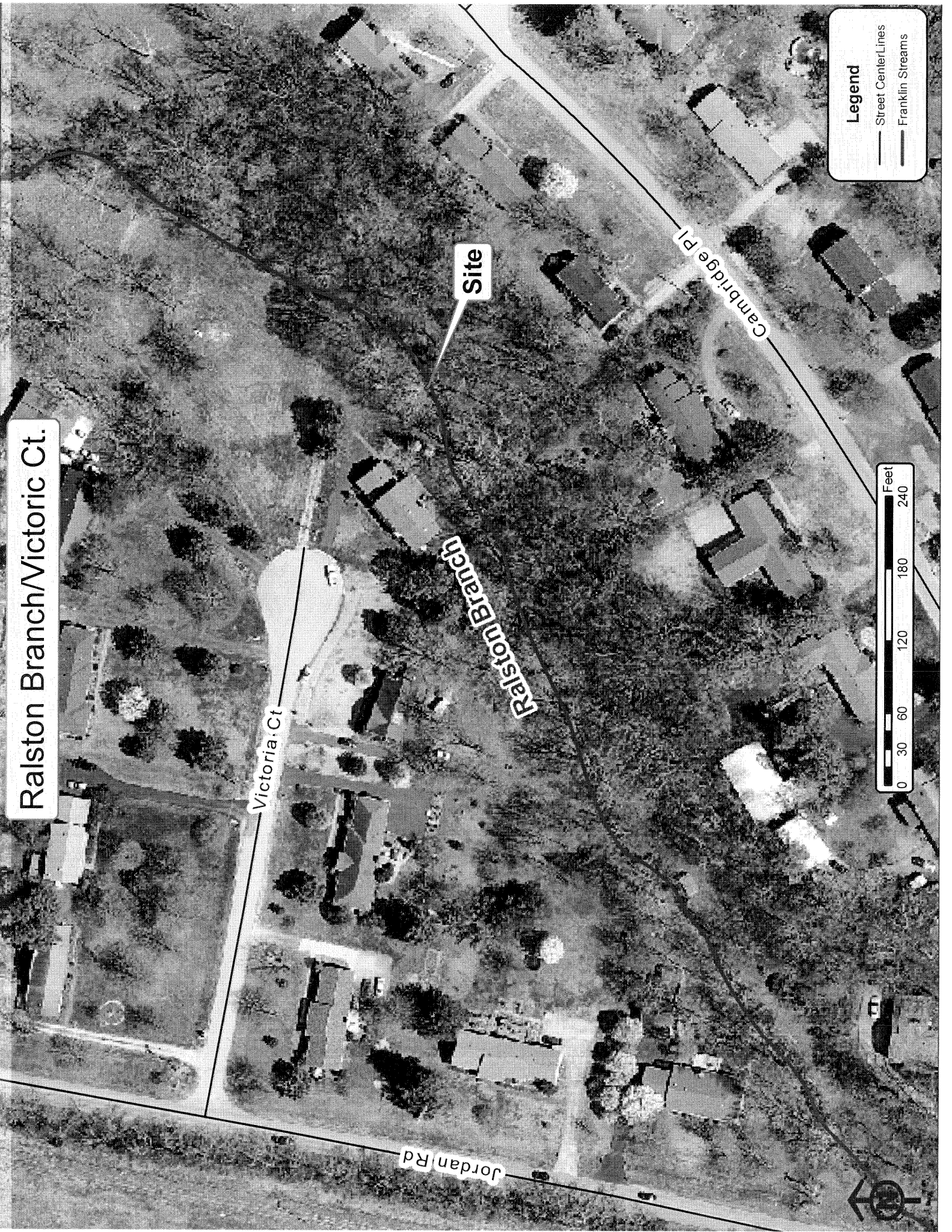
Cambridge Pl

Jordan Rd

Site

Legend

- Street Center Lines
- Franklin Streams





March 2, 2011

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

**Re: Revised Stream Restoration/Bank Stabilization
North Ewingville Branch
Victoria Court**


Dear Ms. Proctor;

Please find 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 a fee not to exceed **\$49,813**. This revised scope represents a reduction of \$23,370. The reduction in cost represents a reduction of scope primarily for Tasks 3, 4, and 5. Changes in scope include: Our preliminary design will consist of one alternative instead of two. The public meeting facilitation and exhibit creation has been changed to public meeting attendance and assistance. Significant time and budget were reduced in the Final Design and Construction Tasks to indicate that extensive revisions to preliminary are not anticipated, therefore re-design costs and time could be kept low.

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 Earth & Environmental, Inc.


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


Andrew W. Clevenger, PE
Business Unit Manager
andrew.clevenger@amec.com

AMEC Earth & Environmental, Inc.
3800 Ezell Rd, Suite 100
Nashville, TN 37211
Tel (615) 333-0630
Fax (615) 781-0655

www.amec.com



Scope of Services North Ewingville Branch Stream Stabilization

Scope of Services

AMEC will develop design and construction plans to stabilize a 1,000 foot section of North Ewingville Branch adjacent to Victoria Court. AMEC will also develop bid documents and submit to the City of Franklin.

Task 1 – Survey and Site Inspection

AMEC will complete a site inspection and critical site survey along 1,000 foot section of North Ewingville Branch. The survey will be conducted to include the following:

- Cross-sections every 50 feet
- Channel bed and stream bank characteristics
- Survey of control points upstream and downstream of the defined site
- Property boundaries
- Location of sanitary sewer manholes and visible sanitary sewer lines
- Special characteristics or features of the site including ecological features or concerns which may impact permitting

The objective of this phase will be to acquire sufficient site survey information to: 1) conduct hydraulic modeling, if needed; 2) determine impacts to infrastructure in the study area; 3) develop detailed construction drawings; and 4) identify impacted property owners and potential temporary and permanent easement requirements. Critical issues will be reviewed with the City of Franklin.

Deliverables: Survey Map, GIS survey points

Task 2 - Geotechnical and Archaeological Study

An investigation of subsurface soil characteristics for the identified section of North Ewingville Branch will be undertaken to determine specific soil properties for consideration and if any special considerations will need to be made during the design phase. Four soil samples will be taken by soil auger in the overbank areas and four substrate samples from the stream bed to establish a D_{50} . The Wolman Pebble Count method will be used to characterize the substrate through the affected reach. The samples will be taken to the AMEC soils laboratory and analyzed.

No Archaeological investigation is planned as a part of this scope.

Deliverables: Soil and substrate report

Task 3 - Preliminary Design

The objective of this phase will be to determine an acceptable design for installation. From the investigations and survey above the findings will be integrated into one preliminary design and presented to the City for comment and review. The focus of the design will be to stabilize the stream using Natural Channel Design methods and to provide a stable environment through structure placement and plantings. Design components will include channel reshaping in affected areas and use of engineered structures. Replacing existing wooden stream crossings/bridges will not be included in the design plans. The culvert outlet

Task 3 - Preliminary Design (cont.)

above the site which has caused erosion around the entrance to the stream will be considered in our drainage design.

Once a design plan has been selected we will electronically submit a preliminary plan set with the following: Title sheet, Typical Sections, Present Layout, Proposed Layout, Proposed Profile, and Planting Plan.

After City review and approval we will submit 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 Half-Size Set and One Electronic Copy (PDF and CADD).

Task 4 - Right of Way Plans Preparation

During this task Right of Way (ROW) plans will be developed. AMEC will identify ROW or easement acquisition needs. A preliminary plan set of ROW Plans will be submitted to the City for review including. These plans will include: Title sheet, Typical Sections, Present Layout, Proposed Layout, Proposed Profile, Utility Layout, X-Sections (every 50 feet) and Planting Plan.

We will be available to assist the City with questions about the plans above at the following meetings:

- Preliminary utility meeting, if needed, based on the finalized preliminary design
- Public Hearing

As a result of these meetings above, comments and changes will be addressed and incorporated to develop finalized ROW Plans. The finalized ROW plans will be submitted to City Staff in one full-size set, one half-size set and an electronic copy (PDF and CADD).

Legal descriptions and exhibits will be prepared on 8 ½ "x 11" paper and will show existing and proposed features, property lines, proposed ROW and easements. During this phase of the project, ROW and easements will be staked and clearly marked. A preliminary quantity and cost estimate will be prepared.

Deliverables: Preliminary ROW Plan Set for City review (One Full-Size Set, One Half-Size Set), Finalized ROW Plans (One Full-Size Set, One Half-Size Set and Electronic Copy (PDF and CADD), Legal Descriptions and Exhibits, and Preliminary Quantity and Cost Estimate, Permit Applications

Task 5 - Construction Plans

During this phase of the project design plans will be finalized and plan specifications will be prepared. These plans and specifications will include the following:

- ROW/Easement Acquisition Special Conditions
- Final Quantity and Cost Estimates
- Erosion Control Plans
- General Notes

Task 5 - Construction Plans (cont.)

Construction plans will be submitted to the City for review including one full-size and one half-size set. The Construction Plan Set will include but is not limited to: Title Sheet, Typical Sections, Quantities, Property Map with Acquisition Table, Present Layout, Proposed Layout, Proposed Profile, Utility Layout, Erosion Control, Traffic Control, Pavement Marking, General Notes, X-Sections (Every 50 feet), and Planting Plan. The plan sheets will be presented on 1"=50' drawings.

Coordination meetings will be held, if needed, with utilities. We will also attend a Second Public Hearing and provide a set of plans. Comments and changes received will be incorporated and Construction Plans will be finalized. 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.

To conclude this task we will submit one full-size set, one half-size set and an electronic copy (PDF and CADD) of Finalized Construction Plans and Specifications to the City. Specifications will reference standard TDOT specifications where applicable and will include site specific specifications where necessary for non-TDOT standard items/procedures.

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

Task 6 - Construction Bid Preparation

During this task we will prepare bid documents, conduct pre-bid meeting if necessary, and conduct the bid opening. 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.

Optional Task - Construction Administration

This section of the scope and cost will be developed at the clients request and is not included in the following cost estimate.

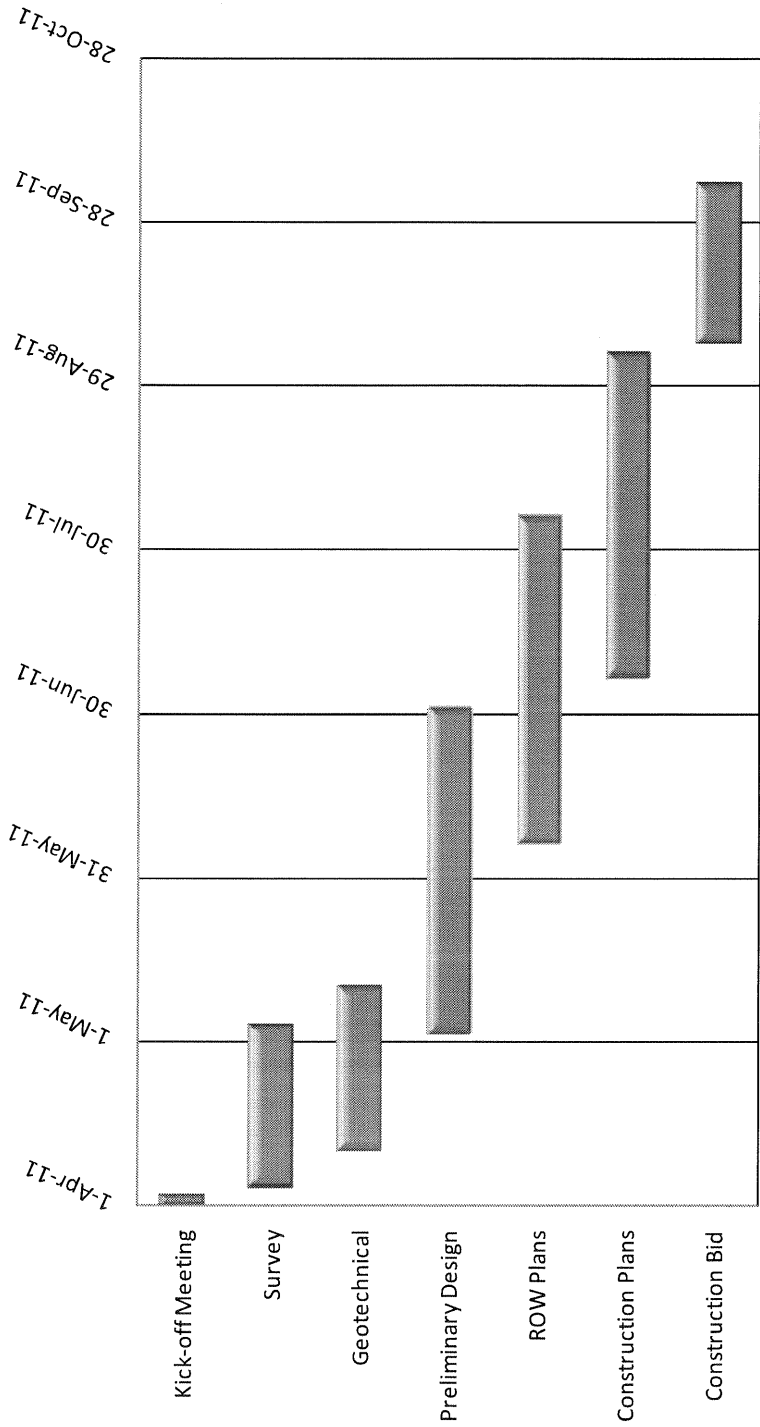
Status updates and other necessary meetings will occur during the life of the project. A proposed schedule of tasks is attached and will be updated regularly and submitted monthly at a minimum.

Schedule: North Ewingville Branch Stream Stabilization

TASK #	DESCRIPTION	DELIVERABLE	# COPIES	TIME Anticipated Date of Completion*
0	Kick-off Meeting	Meeting Summary	Electronic copy via email	1 Day 1 April 2011
1	Survey	Map, GIS shapefiles, Tennessee State Plane Coordinates, NAD83, NAVD88, zone 4100/5301	1 Copy	One Month 4 May 2011
2	Geotechnical	Soil Properties Report	1 Copy	One Month 11 May 2011
3	Preliminary Design	One Half-Size Set Finalized Preliminary Design Plans	1 Draft, 1 Final	Two Months 1 July 2011
4	Right of Way Plans Preparations	Finalized ROW Plans, Legal Descriptions and exhibits, Permit Applications.	Draft: One Full-Size Set, One Half-Size Set Final: One Full-Size Set, One Half-Size Set and Electronic (PDF, CADD)	Two Months 5 August 2011
5	Construction Plans Preparation	Finalized Construction Plans and Specifications. Submit Permit Applications	Draft: One Full-Size Set, One Half-Size Set Final: One Full-Size Set, One Half-Size Set, Electronic (PDF, CADD)	Two Months 4 September 2011
6	Construction Bid Preparation	Finalized Construction Plans and Specifications, Bid Documents, Certified Bid Tab and Recommendation	Bid Documents	One Month 5 October 2011

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

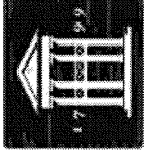
Project Timeline



City of Franklin

28-Jan-11

**Request for Cost Proposal
Stream Restoration at Victoria Court
North Ewingville Branch**



**HISTORIC
FRANKLIN
TENNESSEE**

Cost Proposal (see backup cost data on following spreadsheets)

Labor Hour Roll-up and Costs	Labor Hours	Labor	ODCs	Travel	G&A/Profit	Total
	574	\$46,870	\$2,559	\$0	\$384 (on ODCs)	\$49,813
					TOTAL	\$49,813

Submitted by:

AMEC Earth & Environmental, Inc.
3800 Ezell Rd. Suite 100
Nashville, TN 37211
(615) 333-0630
fax: (615) 781-0655

Program Manager:
Project Manager
Project Engineer

Andy Reese, PE
Scott Taylor, PE
Sara Johnson

cell: (615) 500-0777
cell: (615) 944-9014
cell: (615) 636-6540

City of Franklin
Request for Cost Proposal
Stream Restoration at Victoria Court
North Ewingville Branch
1/28/2011

	Task 01		Task 02		Task 03		Task 04		Task 05		Task 06		TOTAL	
	Survey/Stream Inspection	Geotechnical Investigation	Preliminary Design	Final Design and ROW Preparation	Construction Plans Preparation	Pre-Construction Items	Pre-Construction Items	Pre-Construction Items	Pre-Construction Items	Pre-Construction Items	Pre-Construction Items	Pre-Construction Items		
	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	HOURS	LABOR
A. LABOR														
Program Manager	1	230	0	460	2	460	2	460	2	460	1	230	8	1,840
Project Manager	8	1200	0	1800	12	1800	8	1200	4	600	3	450	36	5,400
Senior Engineer	0	0	1280	640	4	640	8	1280	4	640	0	0	24	3,840
Project Engineer	8	720	0	1800	20	1800	20	1800	16	1440	20	1800	84	7,560
Staff Engineer	0	0	1200	600	8	600	8	600	20	1500	16	1200	68	5,100
Designer	0	0	0	800	8	800	8	800	8	800	0	0	24	2,400
SR Environmental Planner	0	0	0	0	0	0	0	0	4	380	0	0	4	380
Environmental Planner	0	0	0	0	0	0	0	0	10	750	0	0	10	750
Senior GIS Analyst/Specialist	0	0	0	720	8	720	0	0	8	720	0	0	16	1,440
Project GIS Analyst/Specialist	0	0	0	600	8	600	0	0	0	0	0	0	8	600
Senior Surveyor	24	2040	0	0	0	0	16	1360	0	0	0	0	40	3,400
Surveyor	24	1320	0	0	0	0	16	880	0	0	0	0	40	2,200
Senior Technician	0	0	960	480	8	480	0	0	0	0	16	960	40	2,400
Technician	0	0	360	180	8	180	0	0	8	360	0	0	16	720
CAD	16	1040	0	1820	28	1820	24	1560	16	1040	20	1300	104	6,160
Administrative	4	160	0	160	4	160	4	160	4	160	32	1280	52	2,080
TOTAL LABOR	85	6710	53	4110	110	9880	114	10100	104	8850	108	7220	574	46,870
B. OTHER DIRECT COSTS														
General Office/field supplies/equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction Plan Pages	0	0	0	50	50	50	50	50	100	100	1,500	1,500	1,700	1,700
Photocopies color	0	0	0	0	0	0	0	0	0	0	60	60	9	9
Survey Crew Materials - Days	3	750	0	0	0	0	0	0	0	0	0	0	0	750
TOTAL OTHER DIRECT COSTS		750		50		50		50		100		1,509		2,459
C. FIELD SUPPLIES & EQUIPMENT														
Geotechnical Materials	0	0	1	100	0	0	0	0	0	0	0	0	0	100
TOTAL FIELD SUPPLIES & EQUIPMENT		0		100		0		0		0		0		100
D. TRAVEL / PER DIEM														
See Travel Backup Sheet	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NON LABOR TOTAL		750		100		50		50		100		1,509		2,559
F. G&A (Items B,C,D,E)		0		0		0		0		0		0		0
G. G&A/Profit		113		15		8		8		15		226		384
H. TASK TOTAL		7,573		4,225		9,938		10,158		8,965		8,965		49,813



HISTORIC
FRANKLIN
TENNESSEE

ITEM #11
CIC
03-10-11

MEMORANDUM

March 10, 2011

TO: Board of Mayor and Aldermen

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

SUBJECT: Amendments to the Master Services Agreements for Stream Restoration Projects

Purpose

The purpose of this memorandum is to provide information to the Board of Mayor and Aldermen (BOMA) regarding amendments to the already approved Master Services Agreements (MSA) for Stream Restoration Projects with AMEC, CEC, and URS.

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 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 AMEC (COF Contract No. 2010-0154), CEC (COF Contract 2010-0155), and URS (COF Contract 2010-0156) were approved by BOMA on November 9, 2010. Since then, City staff assigned an identified stream restoration project to each of the consultants, and requested a proposal detailing the Professional Design Services required to rehabilitate the individual streams. Amendment #1 for each contract allows the projects to move forward into design.

Amendments

Three separate Contract Amendments are being proposed, one for each consultant/stream project:

1. Amendment No. 1 (COF Contract No. 2011-0025) to the Professional Engineering Services for Stream Restoration Projects Master Agreement with Civil & Environmental Consultants, Inc. (CEC). Their project is the Ralston Branch Stream Restoration in Buckingham Park Subdivision, located near the Buckingham Park Subdivision pool and tennis courts. See attached exhibit for project limits.
2. Amendment No. 1 (COF Contract No. 2011-0033) to the Professional Engineering Services for Stream Restoration Projects Master Agreement with AMEC. They submitted a cost estimate for the restoration of North Ewingville Branch behind Victoria Court. See attached Exhibit for the project limits.
3. Amendment No. 1 (COF Contract No. 2011-0032) to the Professional Engineering Services for Stream Restoration Projects Master Agreement with URS Corporation. They submitted a cost estimate for the restoration of Green Branch that flows through Maplewood Subdivision. See attached Exhibit for the Green Branch for project limits.



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TENNESSEE

MEMORANDUM

Financial Impact

1. Amendment No. 1 (COF Contract No. 2011-0025) with CEC for Professional Engineering Services at a cost not to exceed Forty-Two Thousand Four Hundred and No/100 dollars (\$42,400).
2. Amendment No. 1 (COF Contract No. 2011-0033) with AMEC for Professional Engineering Services at a cost not to exceed Fifty Thousand and No/100 dollars (\$50,000).
3. Amendment No. 1 (COF Contract No. 2011-0032) with URS for Professional Engineering Services at a cost not to exceed Fifty Four Thousand and No/100 dollars (\$54,000).

Recommendation

Staff recommends approval of the Amendments to the Master Services Agreements with AMEC (COF Contract No. 2011-0033), CEC (COF Contract No. 2011-0025) and URS (COF Contract No. 2011-0032).