

**AMENDMENT NO. 1 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 March __, 2011, by and between the **City of Franklin, Tennessee** ("City") and **Civil & Environmental Consultants, Inc. (CEC)** ("Consultant").

WITNESSETH:

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

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

WHEREAS, the Consultant has provided a Proposal for the Buckingham Park Stream Restoration (Project) which includes a Scope of Services as described in **Exhibit A - Proposal for Professional Engineering Services, Buckingham Park Stream Restoration**, dated January 25, 2011; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for Tasks 3.1, 3.2, 3.3, 3.4, and 3.5 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 January 25, 2011 letter of proposal (**Exhibit A**) which includes the Scope of Services for Tasks 3.1, 3.2, 3.3, 3.4, and 3.5 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 the not to exceed amounts for each Task with a not to exceed total amount of **Forty-Two Thousand Four Hundred and No/100 Dollars (\$42,400.00)**.

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

CIVIL & ENVIRONMENTAL
CONSULTANTS, INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: Greg Kingler
Print: Greg Kingler
Title: Vice President
Date: 2-2-11

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



January 25, 2011

Mr. Eric J. Gardner, P.E., CPESC
Director of Engineering
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Dear Mr. Gardner:

Subject: Proposal for Professional Engineering Services
Buckingham Park Stream Restoration
City of Franklin, Williamson County, Tennessee
CEC Project No. 101-300

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. Our preparation of this proposal is based on our meeting at City Hall and the site on January 12, 2011 including the emails before and after the meeting of site specific information sent to us by you and your staff and our prior experience on similar projects.

1.0 BACKGROUND

The City of Franklin evaluated the unnamed stream within Buckingham Park in 2010 and provided CEC with a copy of the one-page evaluation and supporting photographs. The main conditions for which mitigation is necessary observed within the stream were bank erosion, erosion around an outfall pipe, trash and debris, and a stream crossing (no bridge –paved access across stream bed).

2.0 PURPOSE

The purpose of this project is to restore the subject stream to a more aesthetically pleasing and stable condition by incorporating natural stream design principles that will enhance the aquatic habitat. A secondary purpose of this project, should the City choose to do so, will be to eliminate the stream crossing in its current state and replace it with a low ford or culvert.

Civil & Environmental Consultants, Inc.

Nashville 405 Duke Drive
Suite 270
Franklin, Tennessee 37067
Phone 615/333-7797
Fax 615/333-7751
Toll Free 800/763-2326
E-mail nashville@cecinc.com

Pittsburgh 800/365-2324
Chicago 877/863-6026
Cincinnati 800/759-5614
Cleveland 866/507-2324
Columbus 888/598-6808

Detroit 866/380-2324
Export 800/899-3610
Indianapolis 877/746-0749
Phoenix 602/953-7718
St. Louis 866/250-3679



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.

3.1 Project Scoping/Functional Layout (Completed by COF Staff, If Necessary)

- Full Boundary and Topographic Survey of the project area including all adjoining properties for which easements may be necessary to complete the restoration
 - CEC will perform a topographic field survey of the project area using Tennessee state plane coordinates, NAD 83, NAVD 88, zone 4100/5301 for incorporation into the Franklin GIS database. CEC understands that GIS data of this area will be made available for CEC to use on this project. The purpose of this initial survey is to gather information for developing a current and comprehensive drawing of the existing stream and immediate surrounding area. This drawing will be used in developing and graphically depicting the proposed restoration design. This topographic survey is a prerequisite for all the following tasks.
- CEC will analyze the survey to determine a functional layout required for the stream restoration design and review with the City prior to continuing with the work.

3.2 Geotechnical and/or Misc. Studies (If Necessary)

CEC does not anticipate the need for geotechnical and/or miscellaneous studies for the design of the stream restoration; however, effort for performing hydrologic and hydraulic design of a new low ford (which will allow base flow to pass under the ford) or precast culvert crossing where the current vehicular stream crossing is located is included within this task. Appropriate water quality permitting of the improved crossing is also included. CEC does not anticipate the need for geotechnical studies for this new crossing. Should the City choose to include improvement of the current vehicular stream crossing in this project, the plans for the crossing will be incorporated into the stream restoration design plans such that there will be only one plan set, bid and construction project.

3.3 Preliminary Plans preparations

CEC will perform the following tasks:



- Develop Initial Design(s)
- Meet with City Staff to go over initial project findings, so the design approach can be approved
- Consultant to submit One Set of Preliminary Plans for City Review and Approval (Electronic Submittal acceptable).
- CEC will prepare permit applications for a City of Franklin grading permit and for coverage under the Tennessee Construction General Permit for Storm Water associated with Construction (this will include preparation of a preliminary Erosion Prevention and Sediment Control (EPSC) plan, Storm Water Pollution Prevention Plan (SWPPP), and Notice of Intent (NOI))
- Consultant to submit One Half-Size Set and an Electronic Copy (PDF and CADD) of Finalized Preliminary Plans

3.4 Right of Way Plans preparations

CEC will perform the following tasks:

- Identify ROW/Easement Acquisition Needs
- Preliminary Hydraulic Design (If Necessary)
- Preliminary Landscaping Design
- Preliminary ROW Plan Review/Utility Coordination – One Full-Size Set of ROW Plans for Each Utility’s Use (Electronic Copies May be Accepted based on the Utility) and One Full-Size Set, One Half-Size Set, and an Electronic Copy of ROW Plans for City Review
- ROW Plan Sets may include, but are not limited to: Title Sheet, Typical Sections, Property Map with Acquisition Table, Present Layout, Proposed Layout, Proposed Profile, Utility Layout, X-Sections (Every 50’)
- Hold/Attend Preliminary Utility Coordination Meeting
- Prepare exhibits for Public Hearing
 - Two Sets of ROW Plans, Display Boards, and Presentation
- Hold/Attend Public Hearing (CEC understands that the City will advertise and hold the meeting and that CEC will provide the exhibits and attend to answer questions posed by the public)
- Incorporate Comments and Changes into ROW Plans and Finalize ROW Plans
- Consultant to submit One Full-Size Set, One Half-Size Set and an Electronic Copy (PDF and CADD) of Finalized ROW Plans
- Legal Descriptions and Exhibits
 - Descriptions and Exhibits to be printed on 8 ½” x 11” paper
 - Exhibits to show existing and proposed features, property lines, proposed ROW and easements
- Stake Right of Way and Easements
- Prepare Preliminary Quantities and Cost Estimate



- Prepare Permit Applications (this task will include all water quality type permits such as the Aquatic Resource Alteration Permit application and the Corps of Engineer's permit applications)

3.5 Construction Plans preparations

CEC will perform the following tasks:

- Finalize all Design and Prepare Plan Specifications
 - Incorporate Special Conditions from ROW/Easement Acquisition
 - Calculate Final Quantities and Cost Estimate
 - Prepare Erosion Prevention and Sediment Control Plans
 - Prepare General Notes
- Construction Plan Review – One Full-Size Set of Construction Plans for Each Utility's Use (Electronic Copies May be Accepted based on the Utility) and One Full-Size Set, Two Half-Size Sets, and an Electronic Copy of Construction Plans for City Review
- Construction Plan Sets may include, but are not limited to: Title Sheet, Typical Sections, Quantities, Property Map with Acquisition Table, Present Layout, Proposed Layout, Proposed Profile, Utility Layout, Erosion Control, General Notes, X-Sections (Every 50')
- Final Utility coordination meetings (If Necessary)
- Prepare exhibits for Second Public Hearing
 - Two Sets of Plans, Display Boards, and Presentation (If Necessary)
- Hold/Attend Public Hearing (If Necessary) (CEC understands that the City will advertise and hold the meeting and that CEC will provide the exhibits and attend to answer questions posed by the public)
- Incorporate Comments and Changes into Plans and Finalize Plans
- Finalize the City of Franklin grading permit application and a Notice of Intent (NOI) and SWPPP for coverage under the Tennessee Construction General Permit for Storm Water associated with Construction (applicable permit application fees are assumed to be waived for the City grading permit; State permit fees are assumed to be paid by the City of Franklin and have not been included in the costs for this proposal)
- Submit Permit Applications (If permit fees are \$50 or less, the fee will be included in CEC's estimated costs. CEC assumes that the City will pay permit fees if over \$50).
- Consultant to submit One Full-Size Set, One Half-Size Set and an Electronic Copy (PDF and CADD) of Finalized Construction Plans and Specifications

3.6 Project Bidding Assistance

The purpose of this task is to administer the bidding process for the City of Franklin. This task will include the following subtasks:



- CEC will make necessary copies and sell bid documents and maintain a list of bidders(CEC assumes that the City will pay any costs associated with advertising the bid in the newspaper)
- CEC will conduct a Pre-bid Meeting
- 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

Note: CEC will attend Status Update and Other Necessary Meetings during the life of the Project and has estimated five meetings in addition to those specifically listed above in Tasks 3.1 through 3.6 for the purposes of providing a cost schedule with this proposal. CEC will maintain an updated schedule of project tasks and will submit this via email monthly (or as requested by the City).

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

- Include all utilities (horizontal and vertical), roadway appurtenances, etc.
- As-Built will be in Tennessee state plane coordinates, NAD 83, NAVD 88, zone 4100/5301 for incorporation into the Franklin GIS database.

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 can begin work within two weeks of 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
3.1 Project Scoping/Functional Layout	\$9,000.00
3.2 Geotechnical and/or Misc. Studies (If Necessary)	\$7,000.00
3.3 Preliminary Plans Preparation	\$9,000.00
3.4 Right of Way Plans Preparation	\$9,900.00
3.5 Construction Plans Preparation	\$7,500.00
3.6 Project Bid Administration	\$3,000.00
3.7 Construction Administration	\$10,000.00
3.8 Prepare As-Built Plans of Project	\$2,500.00
3.9 Warranty Documentation Assistance	\$2,000.00

Mr. Eric J. Gardner, P.E., CPESC
CEC Project No.
Page 7
January 25, 2011



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.

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 'Steven E. Casey', is positioned above the typed name.

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

A handwritten signature in black ink, appearing to read 'Jeff Duke', is positioned above the typed name.

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, 2011 through December 31, 2011

PROFESSIONAL SERVICES

Classification	Rate/Hour
Administrative Assistant.....	\$55
Administrative Manager.....	\$60
Survey Technician I.....	\$55
Survey Technician II.....	\$60
Survey Technician III.....	\$65
Survey Technician IV.....	\$70
Project Land Surveyor / GPS Specialist.....	\$85
Senior Land Surveyor.....	\$120
Construction Observer/Environmental Technician.....	\$65
Draftsperson / CADD Operator.....	\$55
CAD Designer.....	\$85
Staff Consultant / Geologist / Hydrogeologist / Environmental Specialist.....	\$78
Project Consultant / Geologist / Hydrogeologist / Biologist / Scientist.....	\$88
Assistant Project Manager.....	\$98
Project Manager I.....	\$112
Project Manager II.....	\$125
Project Manager III.....	\$135
Senior Project Manager.....	\$155
Principal.....	\$180
Vice President.....	\$190

DIRECT EXPENSES

Company or Personal Automobile Mileage.....	50 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%

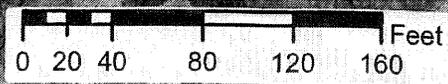
* Will be modified to current IRS Rate

Buckingham

Claridge Ct

Buckingham Cir

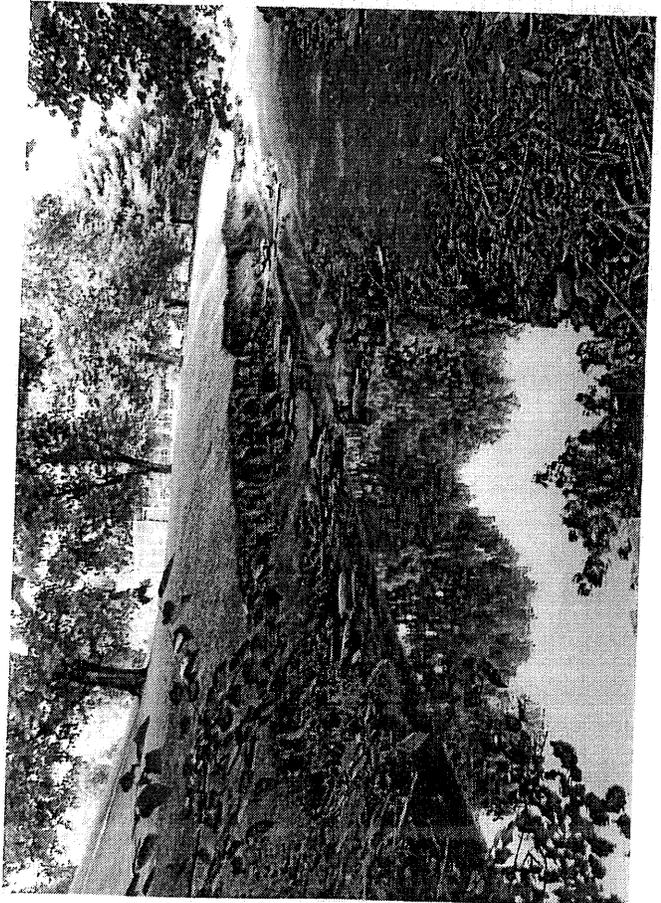
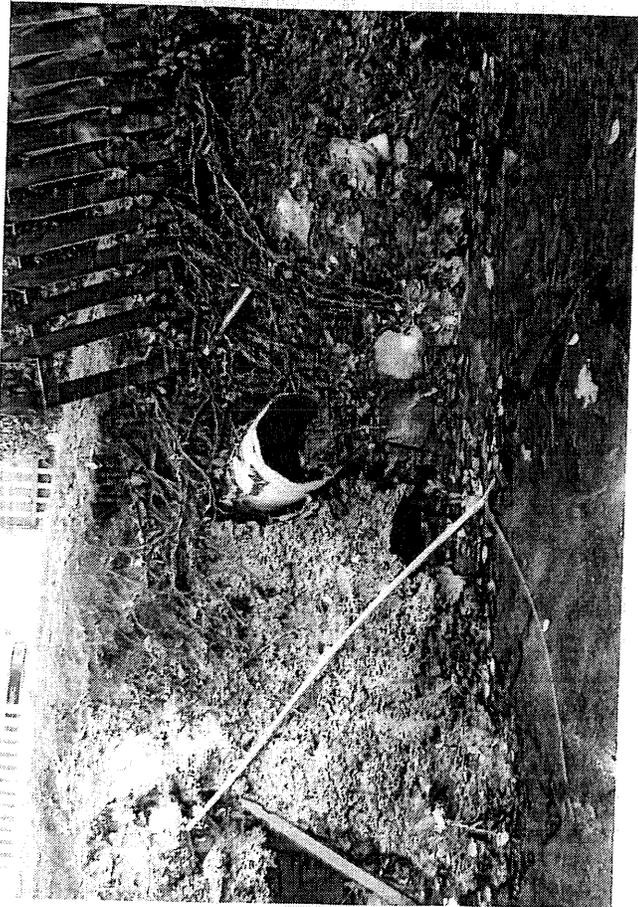
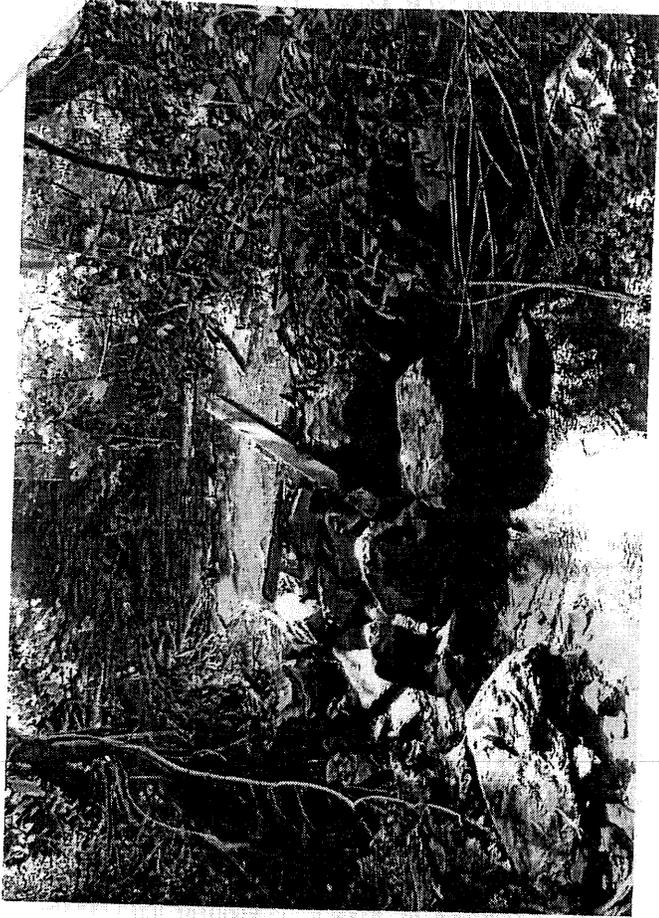
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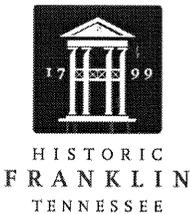
Legend

- Stream
- Potential_Restoration_Section





Description	Severe streambank erosion. Erosion around stormwater outfall pipe. Trash/litter common. Sedimentation and woody deposition common in area.
Erosion	Common on Streambank
Litter	Large Occasionally
OBJECTID	157
Priority_Level	High
Site_Accessibility	excellent
Site_Size	Large
StreamName	Ralston Branch/ N. Ewingville Branch
Threat_Comments	In residential public view.
Threat_Level	Severe
Threat_Type_Primary	Environmental
Threat_Type_Secondary	Aesthetics



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).