



MEMORANDUM

September 1, 2011

TO: Board of Mayor and Aldermen

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

SUBJECT: **Amendment No. 1 to the Professional Services Agreement with Gresham Smith & Partners (GS&P) for the West Main Street Water and Sewer Rehabilitation project**
COF Contract No. 2011-0063

Purpose

The purpose of this memo is to provide information to the Board of Mayor and Aldermen (BOMA) for the consideration of Amendment No. 1 to the Professional Services Agreement (PSA) with GS&P to develop the Interdisciplinary Environmental Review (IER) documentation and Facilities Plan for submittal to the TDEC SRF Office for inclusion into the existing ARRA Clean Green Water Project #2009-250. .

Background

In an effort to spend all of the ARRA funds granted to the City for the Clean Green Water Projects, it is our intention to submit this project to the TDEC SRF Office to be included within the existing CGA Project #2009-250. A Professional Services Agreement was awarded to GS&P (COF Contract No. 2011-0063) by BOMA on April 26, 2011, for engineering services for the West Main Street Water and Sewer Rehabilitation Project. The goal of this project is to upgrade the conditions of existing water and sanitary sewer lines in the area of Ninth Avenue, Highway 96W, Seventh Avenue and Columbia Avenue to better serve the community and customers. This addition to the CGA #2009-250 project causes a need for additional funding for GS&P to produce the required documentation for TDEC SRF approval.

Financial Impact

The cost as negotiated with GS&P for the additional services is an amount not to exceed \$11,000.00. Based on the additional work, the proposed cost appears to be appropriate.

Recommendation

Staff recommends approval of the Amendment to the Professional Services Agreement with GS&P (COF Contract No. 2011-0063) for an amount not to exceed \$11,000.00.



G R E S H A M
S M I T H A N D
P A R T N E R S

August 31, 2011

Mr. Mark S. Hilty, P.E.
Director, Water Management Department
City of Franklin
405 Hillsboro Road
Franklin, TN 37064

**Subject: Proposal for Engineering Services – Amendment #1
 TDEC SRFLP Facilities Plan & Agency Coordination
 West Main Water and Sewer Rehabilitation
 City of Franklin, Tennessee**

Dear Mark:

We are pleased to have the opportunity to submit this professional services amendment to provide engineering services for above referenced project.

We have enclosed an engineering services proposal (Exhibit A) to perform this work. If you find this proposal acceptable, please sign both copies and return one to our office. We look forward to working with you on this important project.

Sincerely,
Gresham, Smith and Partners

Jason Griffin, P.E.
Principal
Water Services

Attachments as stated.

Copy: Eric Gardner, City of Franklin
 Patricia Proctor, City of Franklin
 Carl Munkel, GS&P
 File 19257.03/00.0

Mike Flatt, GS&P
Joe Whitson, GS&P
Mike Orr, GS&P

Design Services For The Built Environment

1400 Nashville City Center / 511 Union Street / Nashville, Tennessee 37219 / Phone 615.770.8100 / www.gspnet.com



EXHIBIT A - Proposal for Engineering Services

Introduction

Gresham, Smith and Partners (hereinafter referred to as "Engineer") proposes to provide professional consulting services for the City of Franklin (hereinafter referred to as "Owner") related to engineering services (hereinafter referred to as "Project"). Our understanding of the Project as well as our scope of services, compensation, and schedule for completing the Project is presented hereafter.

Project Understanding

The Owner requires engineering services to develop the Interdisciplinary Environmental Review (IER) documentation and Facilities Plan which supports the need to replace and rehabilitate gravity sewers in the area generally bounded by Ninth Avenue, Highway 96 W, Seventh Avenue, and Columbia Avenue.

Scope of Services

The Engineer proposes to provide engineering services to complete the scope of services presented herein based on our project understanding. At a minimum, the Facilities Plan will contain the following: an executive summary, detailed description of the purpose and need, existing and future population and flow conditions, development of alternatives, an evaluation of the principal alternatives, and a description of the selected alternatives, and an evaluation of the principal alternatives, and a description of the selected alternative. A project description with a USGS topographic site map must also be submitted for an IER review conducted by the SRFLP. Additional permitting tasks not included in this scope of services may be required upon findings of the IER.

The Engineer will also perform agency coordination pertaining to meeting with SRFLP staff, preparation of budget worksheets, easement/ROW verification, and loan documentation assistance.

Owner's Responsibilities

The owner will provide the Engineer with an up-to-date digital map of the existing sewage collection system. Additionally, the Owner will provide a digital copy of previously submitted Facility Plan documentation.

Services Not Included in Fee Proposal

Services not included within this proposal consist of: land surveying, soil testing, geotechnical investigation, sewer flow measurement, ground water test survey, storm water pollution prevention plan development, water/wastewater sampling, permit/approval application or annual fees, design phase, bid phase, construction administration, resident project representative services, and Davis Bacon wage rate verification / Contractor interviews.

**Fee**

The Engineer proposes to complete the Scope of Services defined herein for hourly rate schedule with a not to exceed budget of \$11,000. This budget includes an allocation of 110 labor hours. Estimated reimbursable expenses are not expected to exceed \$500. In the event Owner requests that the Engineer provide additional services beyond those stated herein, Engineer will provide the extra services and invoice Owner according to Exhibit B: Standard Hourly Rates Schedule & Reimbursable Expenses Schedule.

All accounts unpaid after 30 days from the date of original invoice will be subject to a service charge of 1-1/2% per month.

Deliverables

The Engineer will provide TDEC SRFLP with 4 copies of the Facilities Plan. The Owner will receive 2 copies of the Facilities Plan. IER documentation will be sent to TDEC SRFLP in advance of final draft of the Facilities Plan.

Schedule

Engineer proposes to provide the services necessary to complete this amendment in a timely manner. Specifically, the work task is to be completed within 30 days after receipt of this signed agreement from Owner. The proposed schedule is based on the orderly and continuous progression of the work through completion. In the event that issues arise beyond the Engineer's control, the proposed schedule shall be adjusted accordingly.



If you find this proposal to be acceptable, please sign and date all three copies in the space provided and return two copies to our office. The introduction letter, signed Exhibit A: Proposal for Engineering Services, Exhibit B: Standard Hourly Rates Schedule / Reimbursable Expenses Schedule, and the City of Franklin, Tennessee Professional Services Agreement represent the entire understanding between the Owner and Engineer and may only be modified in writing by both parties.

Accepted,

City of Franklin

Gresham, Smith and Partners

Name

Jason Griffin
Name

Signature

[Signature]
Signature

Title

Principal
Title

Date

August 31, 2011
Date



EXHIBIT B - Standard Hourly Rates & Reimbursable Expenses Schedule

The following classifications and associated unit rates are general and will be used as guidelines for the services of professional disciplines offered: They are subject to be updated up to twice annually.

Professional Services

Classification	Rate/Hour
Principal-in-Charge	\$155
Project Manager	\$115
Project Engineer	\$90
Intern Engineer	\$75
Senior Project Engineer	\$120
Survey Manager	\$125
Project Surveyor	\$100
Mechanical Engineer	\$145
Electrical Engineer	\$135

Technical Services

Classification	Rate/Hour
Project Coordinator	\$80
CADD Technician II	\$65
CADD Technician III	\$80
Surveying Party Chief	\$70
One Man Robotic Crew	\$90
Survey CADD Technician I	\$60
Administrative Assistant	\$60
Clerical	\$50
Construction Administrative Assistant	\$65
Resident Project Representative	\$80

Expenses

	Rate
Automobile Travel	At Current Rate
Other travel and subsistence expenses (lodging, meals, air travel, etc.)	At Cost
Printing, overnight mail, courier, long distance, postage, copies, etc.	At Cost

Sub-Consultant Services	At Cost
Agency Review Fees	At Cost

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE WEST MAIN STREET WATER AND
SANITARY SEWER REHABILITATION PROJECT
COF Contract No. 2011-0063**

THIS AMENDMENT is made and entered into on this the 11th day of September, 2011, by and between the **City of Franklin, Tennessee** ("City") and **Standifer and Associates** ("Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled West Main Street Water and Sanitary Sewer Rehabilitation Project (COF Contract No 2011-0063) ("Project"), approved by the Franklin Board of Mayor and Aldermen (BOMA) on the 26th day of April, 2011; and

WHEREAS, said Agreement stipulated that the Consultant would be paid as a fee in an amount not to exceed \$135,000.00 for the design of the Project; and

WHEREAS, the City has determined that in order to obtain American Recovery and Reinvestment Act (ARRA) Funding through the Tennessee Department of Environment and Conservation (TDEC) State Revolving Funds (SRF) an Interdisciplinary Environmental Review (IER) documentation and Facilities Plan will have to be developed for the Project and submitted to TDEC along with the submittal for ARRA funding; and

WHEREAS, the City has negotiated with the Consultant a fee increase for the Agreement for the work as found in **EXHIBIT A - Proposal for Engineering Services**; to be considered as an integral part of this Amendment No 1; to fulfill the requirements for the IER documentation and Facilities Plan in an amount not to exceed **Eleven Thousand and No/100 Dollars (\$11,000.00)** based on hourly services billed as per **EXHIBIT B - Standard Hourly Rates & Reimbursable Expenses Schedule**; to be considered an integral part of this Amendment No 1, and reimbursable expenses estimated in an amount not to exceed **Five Hundred and No/100 Dollars (\$500.00)**.

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 professional services as described in EXHIBIT A for the Interdisciplinary Environmental Review documentation and Facilities Plan in addition to the Professional Services as provided for in the Agreement approved by BOMA on April 26, 2011.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the additional Professional Services a fee not to exceed **Eleven Thousand and No/100 Dollars (\$11,000.00)** plus reimbursable expenses estimated not to exceed **Five Hundred and No/100 Dollars (\$500.00)** without further amendment to the Agreement.

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 approved by the Board of Mayor and Aldermen on April 26, 2011, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

GRESHAM SMITH AND PARTNERS

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