

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE FIGUERS DRIVE AREA DRAINAGE
IMPROVEMENTS PROJECT
COF Contract No. 2013-0182**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2015, by and between the **City of Franklin, Tennessee** ("City") and **NEEL-SCHAFFER, INC.** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") for the Preliminary Engineering of the Figuers Drive Area Drainage Improvements ("Project"), dated the 26th day of November 2013; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of EIGHTY-TWO THOUSAND AND NO/100 DOLLARS (\$82,000.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional design work to fully complete the Project's final design; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services for the Figuers Drive East Option 2 and Figuers Drive West Option 1 tasks, as described in Exhibit A dated June 8, 2015, in the amount of **ONE HUNDRED TWENTY-FIVE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$125,200.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an amendment to the Agreement to include the final design for the two (2) options as stated above for the Project as proposed by the Consultant.

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 June 8, 2015, 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 **ONE HUNDRED TWENTY-FIVE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$125,200.00)**.

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 26, 2013, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

NEEL-SCHAFFER, INC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: JOSEPH C. DEERING
Title: VICE PRESIDENT
Date: 7/31/2015

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney

June 8, 2015

Mr. William G. Banks
City of Franklin
Staff Engineer
City Hall
109 3rd Avenue South
Franklin, Tennessee 37064

REF: Proposal for Additional Modeling and Development of Final Contract Plans and Specifications for Drainage Improvements Within the Figuers Drive Study Area

Dear Mr. Banks,

We appreciate you contacting Neel-Schaffer concerning additional hydraulic modeling and preparation of final contract plans and specifications for drainage improvements within the Figuers Drive study area. The following is our best interpretation of the scope and tasks that have been previously discussed with you. Two recommended drainage improvement options were previously developed for the Figuers Drive east study area (Figuers Drive East Option 1 and Figuers Drive East Option 2) and one recommended drainage improvement option was previously developed for the Figuers Drive west study area (Figuers Drive West Option 1). The tasks for each option consist of additional hydraulic modeling, survey (by others), development of final plans and specifications, and assistance with the bid process. A potential separate scope of work for limited construction engineering and inspection (CEI) is also presented. A professional fee for the CEI tasks for each option will be developed at the request of the City once the tasks for that option have been completed.

The field survey tasks for each option generally consist of topography, location of existing utilities, existing and required easements, stream cross sections, first floor elevations, top of road profiles, and storm water infrastructure geometry and data.

Scope of Work

The proposed scope of work for each option is described in Exhibit A.

Fee

The proposed professional fee for each option is shown below.

Figuers Drive East Option 1

This option generally consists of improving and re-grading the existing Quarry Branch channel and replacing the Figuers Drive, Perkins Drive, and Alicia Drive cross drains. It is anticipated the maximum hourly fee for the Scope of Work, contained in Exhibit A, will

City of Franklin Professional Fee Proposal
Recommended Drainage Improvements Within the Figuers Drive Study Are
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be approximately \$38,000.00 and includes a surveying fee of \$4,000.00. These services outlined herein will not exceed \$38,000.00 without your written authorization.

Figuers Drive East Option 2

This option contains the Option 1 recommended drainage improvements as well as grassed channel improvements along the existing Quarry Branch channel, replacement of cross drains, installation of a diversion structure upstream of Figuers Drive, installation of a storm sewer system along Figuers Drive to Perkins Drive, and construction of a grassed diversion channel from Perkins Drive to Alicia Drive. It is anticipated the maximum hourly fee for the Scope of Work, contained in Exhibit A, will be approximately \$99,400.00 and includes a surveying fee of \$13,000.00. These services outlined herein will not exceed \$99,400.00 without your written authorization.

Figuers Drive West Option 1

This option generally consists of removing an existing cross drain downstream of Perkins Drive and upgrading culverts at Perkins and Figuers Drive. Local site grading will be necessary to further improve the localized flooding and drainage issues. It is anticipated the maximum hourly fee, for the Scope of Work contained in Exhibit A, will be approximately \$25,800.00 and includes a surveying fee of \$7,000.00. These services outlined herein will not exceed \$25,800.00 without your written authorization.

Neel-Schaffer will proceed with each item contained in the scope of work for Phase 1 of each option only at your direction. If at any step in the scope of work, it is determined that the project becomes unfeasible to complete or is not to your expectations, Neel-Schaffer will stop work until further direction from you. You will be billed for work performed to that point. If additional services to the scope of work are required, a separate fee proposal will be prepared and the additional services will be provided after your approval of the professional fee for the additional services.

Project Schedule

It is anticipated the above Scope of Work will be completed by December 31, 2015

Thomas M. Allen

Thomas M. Allen, P.E.
Senior Project Manager

Date: 6/8/15

Neel-Schaffer, Inc.



Exhibit A

Scope of Work Figuers Drive and 400 Block of Battle Avenue

Development of Final Contract Plans and Specifications for Recommended Drainage Improvements

Background

Several residences located within the 400 block of Battle Avenue, Figuers Drive, Alicia Drive, and Perkins Drive area (study area) have experienced historical localized flooding. During the May 2010 flood, there were approximately 10 properties that reported damage. With the use of survey letters sent to residents in the study area and input received during a September 2013 neighborhood meeting, additional information was gathered that helped determine the magnitude and extent of flooding within the study area. This information will be used to update hydrologic and hydraulic modeling and evaluations performed under the initial professional services agreement (PSA). Contract plans and specifications will be developed for the recommended options. The initial PSA included development of hydrologic and hydraulic models to determine existing conditions flooding, peak flows and elevations for various recurrence intervals, and development of conceptual alternatives to improve localized flooding within the study area. A detailed structural inspection was performed and technical report developed for a structural evaluation of the bridge over West Main Branch (Sharp's Branch) at Battle Avenue.

The study area has three distinct general locations with existing flooding and drainage issues; Figuers Drive East near Franklin Elementary School; Figuers Drive West which includes the wet weather conveyance (Unnamed Tributary to West Main Branch); and the 400 block of Battle Avenue. Several drainage improvements and combination of improvements were evaluated and three drainage improvement options were recommended for the Figuers Drive study area. Two recommended drainage improvement options were developed for the Figuers Drive East area and one recommended drainage improvement option was developed for the Figuers Drive West area. A cost effective solution that provided a 100 year level of protection for the 400 Block of Battle Avenue was not feasible. A brief overview of the recommended drainage improvements are described in the following paragraphs.

Figuers Drive East Option 1

This option generally consists of improving and re-grading the existing Quarry Branch channel and replacing the Figuers Drive, Perkins Drive, and Alicia Drive cross drains. East Option 1 generally provides an approximate 10-year level of protection for the affected homes. Existing drainage issues at 1414 Figuers Drive would not be improved with this option.

Figuers Drive East Option 2

This option contains the Option 1 recommended drainage improvements as well as grassed channel improvements along the existing Quarry Branch channel, replacement of cross drains, installation of a diversion structure upstream of Figuers Drive, installation of a storm sewer system along Figuers Drive to Perkins Drive, and construction of a grassed diversion channel from Perkins Drive to Alicia Drive. It is anticipated East Option 2 will provide an approximate 100-year level of protection for the affected homes.

Figuers Drive West Option 1

This option generally consists of removing an existing cross drain downstream of Perkins Drive and upgrading culverts at Perkins and Figuers Drive. Local site grading will be necessary to further improve the localized flooding and drainage issues. It is anticipated West Option 2 will provide an approximate 50-year level of protection for the affected homes

Scope of Work

The Scope of Work for additional modeling and hydraulic evaluations, development of final plans and specifications, and assistance with the bid process have been separated according to each of the recommended drainage improvement options. A potential separate scope of work for limited construction engineering and inspection (CEI) is presented after the Scope of Work section. The scope of work for Figuers Drive East Option 2 does include East Option 1 tasks.

Field survey tasks for each option generally consist of topography, location of existing utilities, existing and required easements, stream cross sections, first floor elevations, top of road profiles, and storm water infrastructure geometry and data.

Figuers Drive East Option 1

1. Field survey of areas that were not previously surveyed (by others);
2. Develop existing conditions hydraulic model with updated survey data (survey by others);
3. Determine frequency of flooding of lowest adjacent grade (LAG) within areas experiencing drainage issues with updated existing conditions hydraulic model;
4. Incorporate recommended drainage improvements for East Option 1 into updated existing conditions hydraulic model to determine frequency of flooding of LAG for project conditions;
5. Prepare technical documentation describing modeling approach, methodology, and results for updated existing conditions and recommended drainage improvements (East Option 1);
6. Determine construction limits and easements for East Option 1 recommended improvements;
7. Prepare draft plans and specifications and submit to City for review;
8. Prepare erosion and sediment control plan and details;
9. Obtain necessary permits;
10. Three meetings with City (2 progress and 1 public);
11. Meet with City to discuss final draft plans and specifications;
12. Incorporate City comments and submit final plans and specifications to City (3 iterations of comments);
13. Prepare bid documents in accordance with City procedures (“front end” documents will be provided by the City);
14. Provide an Engineer’s Opinion of Probable Construction Cost at the 60%, 90% and final plan stages (Engineer’s Opinion of Probable Construction Costs will be based on City unit prices – right of way costs and utility relocation costs will not be included in this Opinion of Probable Construction Costs); and
15. Assist City with the bidding process.
 - Advertisement of request for bids
 - Bid review
 - Recommendation of contractor selection

Figurs Drive East Option 2

1. Field survey of areas that were not previously surveyed (by others);
2. Develop existing conditions hydraulic model(s) from survey data (provided by others) for proposed storm sewer and grass diversion channel (two hydraulic models may be required to evaluate East Option 2);
3. Determine updated existing frequency of flooding of LAG within areas experiencing drainage issues with existing conditions hydraulic model;
4. Incorporate recommended drainage improvements for East Option 2 into existing conditions hydraulic model(s) to determine frequency of flooding of LAG for project conditions;
5. Prepare technical documentation describing modeling approach, methodology, and results for updated existing conditions and recommended drainage improvements (East Option 2);
6. Determine construction limits and easements for East Option 2 recommended improvements;
7. Prepare draft plans and specifications and submit to City for review;
8. Prepare erosion and sediment control plan and details;
9. Five meetings with City (3 progress and 2 public);
10. Obtain necessary permits;
11. Meet with City to discuss draft plans and specifications;
12. Incorporate City comments and submit final plans and specifications to City (3 iterations of comments);
13. Prepare bid documents in accordance with City procedures (“front end” documents will be provided by the City);
14. Provide an Engineer’s Opinion of Probable Construction Cost at the 60%, 90% and final plan stages (Engineer’s Opinion of Probable Construction Costs will be based on City unit prices – right of way costs and utility relocation costs will not be included in this Opinion of Probable Construction Costs); and
15. Assist City with the bidding process
 - Advertisement of request for bids
 - Bid review
 - Recommendation of contractor selection

Figurs Drive West Option 1

1. Field survey of areas that were not previously surveyed (by others);
2. Incorporate survey data and develop hydraulic model (existing conditions model);
3. Determine existing frequency of flooding of LAG within areas experiencing drainage issues with existing conditions hydraulic model;
4. Incorporate recommended drainage improvements for West Option 1 into existing conditions hydraulic model to determine frequency of flooding of LAG for project conditions;
5. Prepare technical documentation describing modeling approach, methodology, and results for updated existing conditions and recommended drainage improvements (West Option 1);
6. Determine construction limits and easements for West Option 1 recommended improvements;
7. Prepare draft plans and specifications and submit to City for review;

8. Prepare erosion and sediment control plan and details;
9. Obtain necessary permits;
10. Two meetings with City (1 progress and 1 public);
11. Meet with City to discuss draft plans and specifications;
12. Incorporate City comments and submit final plans and specifications to City (3 iterations of comments);
13. Prepare bid documents in accordance with City procedures (“front end” documents will be provided by the City);
14. Provide an Engineer’s Opinion of Probable Construction Cost at the 60%, 90% and final plan stages (Engineer’s Opinion of Probable Construction Costs will be based on City unit prices – right of way costs and utility relocation costs will not be included in this Opinion of Probable Construction Costs); and
15. Assist City with the bidding process
 - Advertisement of request for bids
 - Bid review
 - Recommendation of contractor selection

Construction Engineering and Inspection

If requested by the City, a professional fee for tasks associated with limited construction engineering and inspection (CEI) will be developed once the tasks for each option has been completed. It is anticipated CEI tasks may consist of:

- 1) Meet with City to define scope for limited construction engineering and inspection (CEI) tasks;
- 2) Prepare scope of work and fee for limited CEI tasks; and
- 3) Limited construction engineering anticipated scope.

Anticipated CEI tasks may also include:

- a. Attendance at bi-weekly meetings and preparation of meeting notes;
- b. Approval of shop drawings;
- c. Approval of monthly pay requests; and
- d. Limited inspection.

NEEL-SCHAFFER, INC.
WATER RESOURCES
2015 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-9	Senior Officer	\$200.00
P-8	Senior Manager	\$180.00
P-7	Engineer Manager/Professional IV/Survey Manager	\$170.00
P-6	Senior Project Manager/Assistant Engineer Manager/Professional III	\$160.00
P-5	Project Manager/Professional II	\$125.00
P-4	Professional I	\$105.00
P-1, P-2, P-3	Professional Intern	\$100.00
T-6	Senior Certified Engineering Technician	\$135.00
T-5	Certified Engineering Technician/Supervisory Technician	\$110.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	\$105.00*
T-3	Technician III/Inspector III//Survey Crew Chief	\$80.00*
T-2	Technician II/Inspector II/Survey Instrument Person	\$75.00*
T-1	Technician I/Inspector I/Survey Assistant	\$60.00*
T-1	Student Intern	\$40.00*
A-4	Senior Administrative	\$70.00
A-2, A-3	Clerical	\$55.00*
A-1	Assistant Clerical	\$40.00*
	Four-Member Survey Party	\$185.00*
	Three-Member Survey Party	\$160.00*
	Two-Member Survey Party	\$140.00*
	One-Member Survey Party	\$85.00*

* Hourly rates indicated for these non-exempt classifications apply to regular time. If overtime work is required to meet client's schedule, Neel-Schaffer reserves the right to negotiate overtime rates.

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	\$0.55/mile
Traffic Counter	\$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.