

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR
HARPETH RIVER BANK STABILIZATION AT THE FRANKLIN
WATER RECLAMATION FACILITY
COF Contract No. 2015-0186**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2017, by and between the **City of Franklin, Tennessee** ("City") and **CIVIL & ENVIRONMENTAL CONSULTANTS, INC.** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Harpeth River Bank Stabilization at the Franklin Water Reclamation Facility ("Project"), dated the 11th day of August 2015; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not-to-exceed fee of SEVENTY-FOUR THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$74,400.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and Consultant realize the need for construction engineering and inspection services while the project is under construction; and

WHEREAS, the Consultant has provided a proposal for an increase in engineering services, as described in Exhibit A, in the amount not-to-exceed **FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00)**; and

WHEREAS, the City has reviewed the proposal and desires to enter into an amendment to the Agreement 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 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 **FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00).**

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 August 11, 2015, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

**CIVIL & ENVIRONMENTAL
CONSULTANTS, INC.**

By: _____
Dr. Ken Moore
Mayor
Date: _____

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

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Kristen L. Corn, Assistant City Attorney

June 5, 2017

Mr. Paul Holzen, P.E., LEED AP
Director of Engineering
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Delivered via electronic mail to paul.holzen@franklintn.gov

Dear Mr. Holzen:

Subject: Proposal for Professional Engineering Services
Construction Services for Harpeth River Bank Stabilization at the Franklin
Waste Water Treatment Plant off Claude Yates Dr.
City of Franklin, Williamson County, Tennessee
CEC Project 150-634

Civil & Environmental Consultants, Inc. (CEC) is pleased to submit this proposal to the City of Franklin as discussed and requested. Our preparation of this proposal is based on our understanding of the construction services needed by the City to complete this project.

1.0 BACKGROUND

Civil & Environmental Consultants, Inc. (CEC) has completed the design of construction plans for bank stabilization of the Harpeth River at the City of Franklin's Wastewater Treatment Plant (WWTP). The necessary permits have been received, the advertisement for construction has been added to the City's website and is expected to run in the newspaper on Sunday June 3, 2017.

2.0 PURPOSE

The purpose of this project is to protect the WWTP infrastructure and stabilize the left descending bank of the Harpeth River. CEC has sought to accomplish this by incorporating natural stream design principles, bioengineering, and traditional stabilization techniques to the left descending bank and riparian area. The purpose of this proposal is to provide a scope and fee for CEC to provide construction observation services now that the design is completed and the project is moving forward to construction.

3.0 SCOPE OF SERVICES

3.1 Task 3.5 - Construction Administration

CEC will perform the following tasks:

- 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.
- Conduct Pre-Construction Meeting.
- CEC will conduct a Project Walk Through.
- Review and Approve Shop Drawings.
- Coordinate Utility Location and Relocation (If Necessary).
- Coordinate with Testing companies (If Necessary).
- Conduct Site Visits – Five days per week for the first two weeks of construction and one visit (3-4 hours) per week on average through substantial completion (assumed 90 calendar day construction period).
- 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
- Warranty documentation including a site visit one year after final completion.

3.2 Task 3.6 - Construction Survey for Warranty

The City of Franklin may be required to demonstrate that the pre-construction conveyance was not adversely affected by the completed construction project. To demonstrate that the post-construction stream cross-sectional area is the same or greater than the pre-construction cross-section, CEC will perform the following tasks:

- Measure the cross-sectional area of the left descending bank by surveying the post-construction bank and comparing the area to the pre-construction bank.
- Provide a letter of warranty to the City stating the results of the post-construction survey compared to the pre-construction bank.

4.0 SCHEDULE

CEC can begin work upon 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
3.5 Construction Administration	\$35,000
3.6 Survey for Warranty	\$ 5,000
Total	\$40,000

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.

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 and effective manner. If you have any questions or comments, please call us at (615) 333-7797.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Steven E. Casey, P.E., CPESC
Principal



Eric J. Gardner, P.E., CPESC
Project Manager

Cc: Jeff Willoughby, jeff.willoughby@franklintn.gov
Jonathan Marston, jonathan.marston@franklintn.gov

Enclosure

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
325 SEABOARD LANE • SUITE 170
FRANKLIN, TENNESSEE 37067
PHONE: 615-333-7797 • FAX: 615-333-7751
E-MAIL: nashville@cecinc.com

Municipal Services Fee Schedule

January 1, 2017 through December 31, 2017

PROFESSIONAL SERVICES

Classification	Rate/Hour
Senior Principal.....	\$220
Principal.....	\$185
Senior Project Manager	\$170
Project Manager III	\$155
Project Manager II	\$145
Project Manager I	\$135
Assistant Project Manager	\$110
Project Consultant / Geologist / Hydrogeologist / Biologist / Scientist	\$100
Staff Consultant / Geologist / Hydrogeologist / Environmental Specialist	\$95
CAD Designer.....	\$95
Draftsperson / CADD Operator.....	\$65
Senior Field Technician.....	\$80
Construction Observer / Environmental Technician.....	\$78
Senior Land Surveyor	\$140
Project Land Surveyor / GPS Specialist.....	\$100
Survey Technician IV	\$88
Survey Technician III.....	\$80
Survey Technician II.....	\$70
Survey Technician I.....	\$63
Administrative Assistant.....	\$65
Administrative Manager	\$73

DIRECT EXPENSES

Company or Personal Automobile Mileage	\$0.575/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