


**SHELBY COUNTY GOVERNMENT
CONTRACTS ADMINISTRATION
160 N. MAIN, SUITE 950
MEMPHIS, TN 38103
(901) 222-2138 (901) 222-2064 FAX**

DEPARTMENTAL COMMUNICATION

TO: Edward Kizer
Support Services

FROM: Tamara Knox, Paralegal
Contracts Administration 

DATE: January 5, 2018

SUBJECT: Contract- W.H. Porter Consultants, PLLC
Contract Number: CA1820649

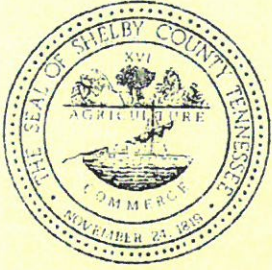
Attached please find *fully executed* copies of the above referenced amendment. Please retain a copy for your files and forward a copy to the *W.H. Porter Consultants, PLLC* along with a "Notice to Proceed" for the described services of the contract.

Generally, contracts contain many terms and conditions and, in a number of instances, have provisions that impose duties and conditions on the County which if not followed or violated, will result in a monetary loss or other penalty being imposed on the County. Please insure that the appropriate individual within your department, who is responsible for monitoring and compliance of this agreement, is fully aware of its entire terms and conditions and of any requirements contained therein. If there are any questions that arise as a result of the contents of the attached, please contact Contracts Administration immediately.

Also, on occasion, one contract will affect how another contract is administered. Normally this situation involves either Federal or State grants which require that the funds received be spent under separate contract in a specific manner. Coordination of both contracts is mandatory. If there are any questions that arise as a result of the contents of the attached, please contact Contracts Administration immediately.

Please make sure that the above referenced contract number is shown on all invoices and correspondence pertaining to this contract.

Attachment
Amendment with attachments



SHELBY COUNTY GOVERNMENT
 160 N. Main Street, Suite 900, Purchasing
 MEMPHIS, TENNESSEE 38103
 (901) 222-2250

OFFICE COPY

Purchase Order No.
 S010847

Issue Date
 12/28/17

Purchase Order

Vendor No	Delivery Required	Terms	Ship Via	F.O.B	Requisition No
A1640	12/28/17	N30		DEST	

Issued To W. H. PORTER CONSULTANTS, PLLC
 6055 PRIMACY PARKWAY
 SUITE 115
 MEMPHIS, TN 38119

Ship To SHELBY COUNTY ROADS & BRIDGES
 6449 HALEY ROAD
 MEMPHIS, TN 38134

EOC #: LOSB-C-0819-26896
 Buyer: DEBRA LOUIS

IF MATERIAL SAFETY DATA SHEETS ARE
 REQUIRED ON PRODUCT(S) THAT YOU WILL BE
 PROVIDING. PLEASE SUBMIT SAME WITH
 PRODUCT(S) DELIVERED.

Item	Quantity	U/M	Description	Unit Price	Extended Price
1			ENCUMBRANCE OF FUNDS FOR PROFESSIONAL SURVEYING SERVICES RELATED TO THE BIG CREEK BATIONAL DISASTER RESILIENCE GRANT PROJECT CA1820649 COMMODITY: 962/58 ACCOUNT DISTRIBUTION: 297-271271-6678	18000.00000	18000.00

I hereby certify that
 I have inspected the
 goods and services
 and they conform to the
 purchase order.
 Signature: _____ Date: _____

Total of Purchase Order 18000.00

ORDER SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE
 BILLING INSTRUCTIONS: SHOW PURCHASE ORDER NUMBER
 ON ALL INVOICES. NOTE: PAYMENTS MAY BE DELAYED UNLESS
 BILLING INSTRUCTIONS ARE FOLLOWED EXACTLY.

SEND ORIGINAL INVOICE TO:
 SHELBY COUNTY ROADS & BRIDGES
 6449 HALEY ROAD
 MEMPHIS, TN 38134
 901-222-7705

SYLVIE LE BOUTHILLIER
 APPROVED ADMINISTRATOR OF PURCHASING

 Date Authorized Signature

**Amendment No. 1
To Contract No. CA1720649**

29th THIS AMENDMENT (hereinafter "Amendment") is made and entered into this day of December, 2017 by and between Shelby County Government (hereinafter "County") and W. H. Porter Consultants, PLLC (hereinafter "CONSULTANT").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated April 24, 2017, for environmental services to provide surveying data for the Big Creek National Disaster Resilience Grant design project; and

WHEREAS, the County requires additional surveying and services to prepare a Tennessee Department of Transportation Excess Property transfer application to acquire specific parcels within the project area per the attached Exhibit 1; and

WHEREAS, the parties now desire to enter into this Amendment to allocate the additional funds necessary to complete said work in the amount of \$18,000.00.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Sections I and II of the Agreement, respectively entitled SCOPE OF WORK and TERM AND COMPENSATION, and Exhibit B to the Agreement are hereby amended to incorporate the additional services and costs as outlined in Exhibit "1", attached hereto and incorporated fully herein by reference.
2. The total cost for this Amendment shall not exceed the amount of EIGHTEEN THOUSAND and 00/100 dollars (\$18,000.00) payable in accordance with the terms of the original Agreement.
3. **CONSULTANT shall not be permitted or authorized to incur costs to the COUNTY beyond the extent that purchase orders have been issued on approved contracts and/or purchases prior to the commencement date, during the term of the contract, and/or subsequent to the termination date of COUNTY contracts or purchases without prior, expressly written, appropriate authorization pursuant to COUNTY purchasing procedures and rules and regulations. COUNTY is not obligated to pay nor shall CONSULTANT be entitled to receive payments for contract fees and expenses incurred in violation of this provision.**
4. The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment on the 29th day of December 2017

APPROVED AS TO FORM AND LEGALITY:

SHELBY COUNTY GOVERNMENT

[Signature]
Contract Administrator/
Assistant County Attorney

[Signature]
for Mark H. Luttrell, Jr., County Mayor

W. H. Porter Consultants, PLLC.

By: [Signature]
Title: Partner

CORPORATE ACKNOWLEDGMENT

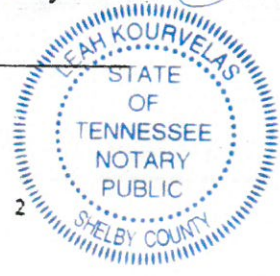
STATE OF TENNESSEE
COUNTY OF Shelby County Government

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Matthew W. Bingham, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the Partnership (W.H. Porter Consultants, PLLC) the within named bargainer, a corporation, and that he as such Partner executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Matthew W. Bingham

WITNESS my hand and official seal at office this 11 day of Dec., 2017.

[Signature]
Notary Public

My Commission Expires: 8/10/2021



W. H. PORTER CONSULTANTS, PLLC

6055 Primacy Parkway, Suite 115
Memphis, Tennessee 38119
(901) 363-9453 • FAX: (901) 363-2722

Engineers, Planners, Surveyors, Consultants

SURVEYING PROPOSAL For The Big Creek National Disaster Resilience Grant Design Project

Shelby County, Tennessee

We are excited to submit this proposal for the survey services related to the Big Creek National Resilience Grant Design Project. The scope of survey services needed for the project was well laid out in BWSC's letter dated November 7, 2016 (Attached for reference). The meeting on Wednesday, November 16 was also a great help in further outlining the survey requirements.


Project Understanding

The proposed project is located along Big Creek beginning at the U.S. Highway 51 Bridge at river mile 8.44 and extending to the Sledge Road bridge at river mile 13.7. We will provide land surveying services to supplement the channel cross sections and LiDAR data already available to BWSC.

Scope of Services (see Section 2.0 of attached proposal detail)	Land Surveying (Letter provided by BWSC; Tabulated by WHP)
Schedule (see Section 3.0 of attached proposal detail)	5 Months (Estimated from Notice to Proceed) (Dependent on weather and other factors)
Compensation (see Section 4.0 of attached proposal detail)	\$119,615.00 (Net to Exceed \$137,240.00) (Total Cost based on Man-day estimate, but may be billed hourly)

We appreciate the opportunity to provide this Proposal and look forward to working with you and BWSC on this project. If you have any questions or comments regarding this or require additional services, please contact us at any time.

Sincerely,
W. H. Porter Consultants, PLLC


Matthew W. Bingham, P.E., R.L.S.
Partner

WTC/MWB

Attachments: Detailed Scope of Services

EXHIBIT B

DETAILED SCOPE OF SERVICES

1.0 PROJECT INFORMATION

The proposed project is located along Big Creek beginning at the U.S. Highway 51 bridge at river mile 8.44 and extending to the Sledge Road bridge at river mile 13.7. We will provide land surveying services to supplement the channel cross sections and LiDAR data already available to BWSC.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's contractors.

2.0 SCOPE OF SERVICES

See attached:

- Man-day Estimate (for tabulated Tasks)
- BWSC letter dated November 7, 2016

Two key differences between the Tasks outlined in the Man-day estimate and those presented in BWSC's scoping letter are:

1. Field sections and bridge data will not be required on the Raleigh-Millington Road or Sledge Road bridges.
2. Rather than running full cross sections at 500' intervals to verify LiDAR data, we propose providing a grid of approximately 500' shot spacings. This should provide adequate verification of the LiDAR data without the time-consuming effort of full cross-sections in heavily wooded terrain.

3.0 SCHEDULE

It is estimated that the work described herein can be completed in approximately 5 Months (weather permitting) once given the Notice To Proceed (NTP).

1st three months:

- Task 1 - Project Initiation
- Task 2 - Big Creek
- Task 6 - Elevated Road and Railroad Crossings

Next two months:

- Task 3 - Levee #1
- Task 4 - Levee #2
- Task 5 - Sleeve Levee
- Task 7 - LiDAR Verification (Areas 1 & 2)
- Task 8 - Soundings for Pond Depths
- Task 9 - LiDAR Verification (Area 3)

Deliverable shall include:

- CSV points file
- MicroStation/Geopak file
- Signed/Stamped hard copy

Proposed Scope of Services: Big Creek National Disaster Resilience Grant Design Project

4.0 COMPENSATION

WHP proposes to perform the services listed herein for a fee of **\$119,615.00** (one hundred nineteen thousand six hundred fifteen dollars), billed hourly and **Not To Exceed \$137,240.00** (one hundred thirty seven thousand two hundred forty dollars), including all materials, labor, insurance, printing and incidentals.

Payment will be due within 30 days of your receipt of an invoice.

We appreciate the opportunity to provide these services to you. If you have any questions or desire to modify this scope, feel free to contact us at any time.

Big Creek National Disaster Resilience Grant Design Project - Surveying, Shelby County TN

TASKS / ACTIVITIES	Survey Crew \$225.00	BCS \$125.00	Practical 2745.00	Field Tech \$80.00	Draft Office Tech \$50.00	Consultation	Cost-Task
Task 1 - Project Initiation	146	17	4	28	16		
1.1 - Project Planning	0	5	4	5	0		
1.2 - Set Horizontal Control	48	4	0	10	8	\$1,705.00	
1.3 - Level Loop for Vertical Control	98	8	0	8	8	\$12,180.00	
1.4 - Process Data	0	0	0	0	0	\$29,850.00	\$38,015.00
1.5 - Drafting	0	0	0	0	0	\$0.00	
Task 2 - Big Creek	100	18	2	9	30		
2.1 - Project Management	0	3	2	3	0	\$865.00	
2.2 - Cross Sections (28)	64	6	0	4	14	\$15,590.00	
2.3 - Topo for Stevie Levee Extension (Approx. 2500 ftx300 ft-wide)	18	2	0	2	4	\$4,500.00	
2.4 - Pedestrian Bridge - Area 1	9	4	0	0	6	\$2,805.00	
2.5 - Pedestrian Bridge - Area 2	9	4	0	0	6	\$2,805.00	\$28,665.00
2.6 - Process Data	0	0	0	0	0	\$0.00	
2.7 - Drafting	0	0	0	0	0	\$0.00	
Task 3 - Levee #1 (6,800 Lin. Ft.)	26	3	1	4	7		
3.1 - Project Management	0	2	1	2	0	\$595.00	
3.2 - Cross Sections (12+)	18	1	0	2	5	\$4,355.00	
3.3 - Utilities & Structures (on or adjacent)	7	0	0	0	2	\$1,575.00	
3.4 - Profile	0	0	0	0	0	\$0.00	
3.5 - Process Data	0	0	0	0	0	\$0.00	\$7,085.00
3.6 - Drafting	0	0	0	0	0	\$0.00	
Task 4 - Levee #2 (1,500 Lin. Ft.)	13	1	0	2	3		
4.1 - Project Management	0	0	0	0	0	\$0.00	
4.2 - Cross Sections (4+)	9	1	0	0	0	\$0.00	
4.3 - Utilities & Structures (on or adjacent)	4	1	0	2	2	\$2,330.00	
4.4 - Profile	0	0	0	0	1	\$900.00	
4.5 - Process Data	0	0	0	0	0	\$0.00	
4.6 - Drafting	0	0	0	0	0	\$0.00	\$3,470.00
Task 5 - Stevie Levee (6,500 Lin. Ft.)	30	1	0	2	10		
5.1 - Project Management	0	0	0	0	0	\$0.00	
5.2 - Cross Sections (12+)	23	1	0	2	8	\$5,480.00	
5.3 - Utilities & Structures (on or adjacent)	7	0	0	0	2	\$1,575.00	
5.4 - Profile	0	0	0	0	0	\$0.00	
5.5 - Process Data	0	0	0	0	0	\$0.00	
5.6 - Drafting	0	0	0	0	0	\$0.00	\$7,655.00
Task 6 - Elevated Road and Railroad Crossings	86	11	1	14	24		
6.1 - Project Management	0	2	1	2	0	\$595.00	
6.2 - U.S. Hwy 51 - Field Sections	18	3	0	4	6	\$4,805.00	
6.3 - CH Railroad - Field Sections	18	3	0	4	6	\$4,805.00	
6.4 - Singleton Pkwy - Field Sections	18	3	0	4	6	\$4,805.00	\$16,830.00
Task 7 - LIDAR Verification Miscellaneous Topo generally on a 600' grid	36	2	2	6	8		
7.1 - Project Management	0	2	2	2	0	\$740.00	
7.2 - Area 1 (Approx. 20 ps.)	19	0	0	2	2	\$4,210.00	
7.3 - Area 2 (Approx. 32 ps.)	18	0	0	2	3	\$4,210.00	\$8,560.00
Task 8 - Soundings for Pond Depths	24	3	0	6	9		
8.1 - Pond 1 - 0.5 mi. East of Raleigh Millington	8	1	0	2	3	\$2,105.00	
8.2 - Pond 2 - 1 mi. East of Raleigh Millington	8	1	0	2	3	\$2,105.00	
8.3 - Pond 3 - 0.5 mi. West of Singleton Parkway	8	1	0	2	3	\$2,105.00	\$7,035.00
Labor Hours / Cost	428	67	10	66	104		\$116,615.00
Task 9 - LIDAR Verification (Area 3)	86	3	2	8	12		
9.1 - Project Management	0	2	2	2	0	\$740.00	
9.2 - Area 3 (Approx. 154 ps.)	85	1	0	6	12	\$15,925.00	
Labor Hours / Cost	68	3	2	8	12		\$17,625.00

COST SUMMARY							
PLANNED COST	\$96,300.00	\$8,265.00	\$1,450.00	\$4,280.00	\$8,320.00		\$119,615.00
PROJECTED COST (Area 3)	\$15,300.00	\$435.00	\$290.00	\$640.00	\$960.00		\$17,625.00
TOTAL COST NOT TO EXCEED							\$137,240.00

GENERAL NOTES

- Horizontal Datum: NAD83 TN Zone 4100 (NGS National Spatial Reference System)
- Horizontal Data Collection Accuracy: 2nd Order or better (per TDOT Survey Manual)
- Vertical Datum: NAVD 88
- Vertical Data Collection Accuracy: 3rd Order or better (per TDOT Drainage Manual)

FOOTNOTES

- Permanent; located outside project limits, approx. 1,000 ft spacing
- 1000 ft intervals, located between 1,000 ft interval cross sections currently available in HEC-RAS model, sections extend from top bank to top bank
- Include all vertical breaks and any obstruction within the section
- Locations TBD; channel cross sections and topo of abutments
- 500 ft intervals and all horizontal and vertical variations, include upstream and downstream toe and all vertical breaks
- Include rim elevations, invert elevations, pipe locations, type, size, equipment/pad locations, extents and elevations
- Include upstream/downstream channel cross sections, number of piers and their sizes, top of deck elevation, bottom of deck elevation, width of road deck, road centerline profile



7 November, 2016

VIA ELECTRONIC MAIL

Mr. Tom Needham, P.E., Director
Shelby County Division of Public Works
160 N. Main St., Suite 1100
Memphis, TN 38103

RE: Big Creek National Disaster Resilience Grant Design Project - Surveying Scope of Work

Dear Tom:

In an October 31, 2016 meeting it was requested that BWSC is provide the following scope of work for the Big Creek survey data collection and processing. The minimum scope provided to the surveyor should include:

An updated Big Creek HEC-RAS model was previously developed by BWSC using the current effective FEMA model, recent Shelby County LiDAR topographic data, and new creek channel cross-sections at intervals of approximately one-quarter mile to evaluate the effects of the proposed conceptual project design. To support the final design of the project, the collection of additional field survey data at several locations within the project reach (from U.S. Highway 51 to Sledge Road) will be required. This data consists primarily of additional Big Creek channel cross-sections, levee profiles, bridge surveys, and LiDAR field verification.

The proposed project is located along Big Creek beginning at the U.S. Highway 51 Bridge at river mile 8.44 to the bridge at Sledge Road at river mile 13.7. The current average cross-section interval in the Big Creek HEC-RAS model is currently 1,000 feet. The proposed design HEC-RAS model will require an average cross-section interval of 500 feet. It is estimated that an additional 25 channel cross-sections of Big Creek are required to reduce the interval to 500 feet. These channel cross-sections shall extend from top of left bank to top of right bank.

The project proposes to modify several existing levees along Big Creek identified in Attachment A. The first levee is the Millington Levee which extends approximately 5,500 linear feet from the bridge at U.S. Highway 51 to the railroad tracks west of Raleigh Millington Road. The second levee begins at Raleigh Millington Road and Pitts Street and extends east along an auto parts yard before turning north along North Fork Creek. The approximate length of the second levee is 1,500 feet. The Sleeve Levee begins at Singleton Parkway and extends west approximately 5,500 feet until it terminates. Sections of levees

shall be taken at a maximum of 500 foot intervals, and at all horizontal and vertical variations. Sections shall include the upstream and downstream toe, and all vertical breaks. All utilities and structures on or adjacent to the levee shall also be identified including rim elevations, invert elevations, pipe locations, type, and size, and equipment/pad locations, extents and elevations. A section along Big Creek, 300 foot wide, between the end of the Sleeve Levee until North Fork Creek will also be collected. The section will include all vertical breaks and any obstruction within the section.

Within the project limits along Big Creek are four elevated road crossings and one elevated railroad crossing. These elevated crossings include, U.S. Highway 51, CN Railroad, Raleigh Millington Road, Singleton Parkway, and Sledge Road. Detailed field sections of the existing bridge openings are required to confirm and/or upgrade the existing bridge opening geometry currently in the HEC-RAS model. The field sections shall include upstream/downstream channel cross-sections, number of piers and their sizes, top of deck elevation, bottom of deck elevation, width of the road deck, and the road centerline profile.

The project is comprised of three areas that require large amounts of earthwork. Area 1, Area 2, and Area 3 are identified in Attachment A. The exact limits of Area 3 have yet to be determined and any survey of Area 3 is not currently included in the scope of work. Best available LiDAR data will be used by the engineers to perform preliminary grading and earthwork quantities. However field-verification of LiDAR elevations is required in the areas where significant excavation is proposed to confirm quantity calculations are as accurate as possible. Field-verification sections shall be taken at 500 foot intervals and include all vertical breaks and any significant topographic features (berms, ponds, etc.). Additionally, any utilities that could potentially be impacted by the project activities shall be identified including rim elevations, invert elevations, type, and size.

Two pedestrian bridges are proposed for this project. One pedestrian bridge is proposed in Area 1, and another in Area 2. The exact locations of the bridges have not been determined. Additional channel cross-sections and topographic survey of the abutments will be required when the final locations are determined.

Due to the scale of the project a significant number of control points are required for construction. A minimum number of four control points are required surrounding Area 1 and Area 2 identified in Attachment A. The control points shall be permanent in nature located outside the project limits. The control points shall be a maximum of 1,000 feet from the nearest control point.

Survey accuracy requirements for horizontal and vertical shall be typical for the Shelby County area. Horizontal datum for survey data is to be NAD83, TN Zone 4100 (NGS National Spatial Reference System). Horizontal data collection accuracy shall be SECOND ORDER, or better, as defined in the current TDOT Survey Manual. Vertical datum for survey data is to be NAVD 88. Vertical data collection accuracy shall be THIRD ORDER, or better, as defined in the current TDOT Drainage Manual.

ATTACHMENT A



Item #: 3

Moved by: BILLINGSLEY

Seconded by: _____

Prepared by: Chris Masin

Approved by: Lisa A. Overall
Assistant County Attorney

RESOLUTION APPROVING A CONTRACT AMENDMENT WITH W.H. PORTER CONSULTANTS, PLLC, IN THE AMOUNT NOT TO EXCEED \$18,000.00 FOR A TOTAL CONTRACT AMOUNT OF \$155,240.00 FOR PROFESSIONAL SURVEYING SERVICES RELATED TO THE BIG CREEK NATIONAL DISASTER RESILIENCE GRANT PROJECT. THIS ITEM REQUIRES EXPENDITURE OF FY 2018 FEDERAL GRANT FUNDS IN THE AMOUNT OF \$18,000.00. SPONSORED BY COMMISSIONER DAVID REAVES.

WHEREAS, The parties previously entered into an agreement (hereinafter "Agreement") dated April 24, 2017, for services to provide surveying data for the Big Creek National Disaster Resilience Grant project; and

WHEREAS, The County requires additional professional engineering services for survey work to prepare a Tennessee Department of Transportation (TDOT) Excess Property transfer application to acquire specific parcels within the project, and

WHEREAS, W.H. Porter Consultants, PLLC, has submitted a proposal in an amount not to exceed \$18,000.00, which is deemed to be fair and reasonable, to perform the requested services; and

WHEREAS, The parties now desire to enter into a Contract Amendment, attached hereto as Exhibit A, to complete and fund said work; and

WHEREAS, Funds are available in the FY 2018 Operating Budget, Account No. 297-271271-6678, Professional Services – Other, for said work.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Contract Amendment No. 1 to Contract No. CA1720649 with W.H. Porter Consultants, PLLC, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.

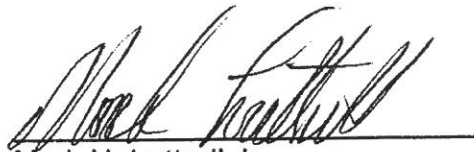
BE IT FURTHER RESOLVED, That the Mayor is hereby authorized to execute the aforementioned Contract Amendment No. 1 and any and all documents necessary to effectuate this Resolution on behalf of Shelby County Government, an executed copy of which is to be placed on file in the Contract Administration Section of the Office of the County Attorney.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in an amount not to exceed \$18,000.00 for the purposes contained in this Resolution, and to take proper credit in their accounting therefor.

BE IT FURTHER RESOLVED, That the Purchasing Department is authorized to issue purchase orders to W.H. Porter Consultants, PLLC, for the purchase of engineering services from the FY 2018 Operating Budget, Account No. 297-271271-6678, subject to availability of funds at the time the purchase orders are issued.

BE IT FURTHER RESOLVED, That this Resolution shall become effective in accordance with the Shelby County Charter, Article II, Section 2.06(B).





Mark H. Luttrell Jr.
County Mayor

Date: 10-23-17

ATTEST:



Clerk of County Commission

ADOPTED: OCTOBER 16, 2017