



City of Franklin

109 3rd Ave S
Franklin, TN 37064
(615)791-3217

Meeting Agenda Capital Investment Committee

Thursday, February 5, 2015

4:00 PM

Board Room

Approval of Minutes

1. [15-0185](#) Approval of Committee Minutes from November 12, 2014.
2. [15-0068](#) Election of Chairman and Vice-Chairman for 2015
3. [15-0183](#) Discussion Regarding Committee Schedule for 2015.
4. [15-0090](#) Resolution 2014-99, A Resolution Awarding the Construction Contract (COF Contract No 2014-0301) to J.S. Haren Company in the amount of \$1,592,000.00 for the Fieldstone Farms Pump Station No. 1 Rehabilitation and Safety Improvements Project (2/5/15 CIC 4-0)

Sponsors:

Paul Holzen

Attachments:

[Resolution 2014-99 - Bid Award](#)

[Resolution 2014-99 - Bid Tabulation](#)

5. [15-0167](#) Consideration of Amendment No. 6 to the Professional Services Agreement (PSA) with CDM Smith (COF Contract No. 2011-0037) for the Jackson Lake Dredging Improvements Project in an Amount Not to Exceed \$15,410.00 (02/05/15 CIC 4-0).

Sponsors:

Paul Holzen

Attachments:

[COF 2011-0037 Amendment 6 PSA.doc](#)

[COF 2011-0037 Exhibit A Amendment 6 Exhibit A.pdf](#)

6. [15-0168](#) Consideration of Revised Supplement #1 to the Tennessee Department of Transportation (TDOT) Contract No. 7913 (COF Contract 2012-0161) for the Relocation of Water Lines as a part of the I-65 Widening/Goose Creek Interchange Project. (02/05/15 CIC 4-0)

Sponsors:

Paul Holzen

Attachments:

[COF 2012-0161 Supplement 1 I-65 Water Line Relocation Contract.pdf](#)

7. [15-0169](#) Discussion of the Sidewalk/Multiuse Trail Project along the north side of New Highway 96 West (SR-96W) and the Sidewalk Project along the north side of Murfreesboro Road (SR-96)

Sponsors:

Engineering

Attachments:

[Hwy 96 Sidewalk Discussion.pdf](#)

8. [15-0170](#) Street Projects Status
 Sponsors: Engineering
9. [15-0171](#) Water & Sewer Projects Status
 Sponsors: Engineering
10. [15-0172](#) Stormwater Projects Status
 Sponsors: Engineering

Other Business**Adjournment**

ANYONE REQUESTING ACCOMMODATIONS DUE TO DISABILITIES SHOULD CONTACT A.D.A. COORDINATOR, AT 550-5721 AT LEAST 10 DAYS PRIOR TO THE MEETING, IF POSSIBLE.

RESOLUTION 2014-99

A RESOLUTION AWARDING THE CONSTRUCTION CONTRACT (COF CONTRACT NO 2014-0301) TO J.S. HAREN COMPANY IN THE AMOUNT OF \$1,592,000.00 FOR THE FIELDSTONE FARMS PUMP STATION NO. 1 REHABILITATION AND SAFETY IMPROVEMENTS PROJECT

WHEREAS, the Fieldstone Farms Pump Station No. 1 Rehabilitation and Safety Improvements Project is one of the projects identified by the City of Franklin in need of replacement due to the condition of the existing pump station; and

WHEREAS, the construction of the Fieldstone Farms Pump Station No. 1 Rehabilitation and Safety Improvements Project generally includes the furnishing of all materials, equipment and labor for the following: installation of a new wastewater pump station, including submersible pump installation, valve vault, station piping, electrical components, including a stand-by generator, automatic transfer switch, demolition of existing pump station and electrical building, landscaping improvements, and additional site improvements; and

WHEREAS, on December 11, 2014, sealed bids were received in the office of the City Engineer, City Hall, 109 3rd Avenue South, Franklin, Tennessee 37065 and were publicly opened and read aloud for the Fieldstone Farms Pump Station No. 1 Rehabilitation and Safety Improvements Project (COF Contract No 2014-0301).

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that approval is granted for the bid award to J.S. Haren Company for the Fieldstone Farms Pump Station No. 1 Rehabilitation and Safety Improvements Project (COF Contract No. 2014-0301) in the amount of One Million Five Hundred Ninety-Two Thousand and No/100 Dollars (\$1,592,000.00).

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE that the City Engineer or the Director of Engineering is hereby authorized to review and to approve the expenditure of all project funds included in the bid of the construction contract for the Fieldstone Farms Pump Station No. 1 Rehabilitation and Safety Improvements Project (COF Contract No. 2014-0301).

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSE

By:_____

ERIC S. STUCKEY
City Administrator

By:_____

DR. KEN MOORE
Mayor

Approved as to Form

By: _____
Shauna R. Billingsley, City Attorney



5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com



December 12, 2014

Patricia Proctor, P.E.
City of Franklin Engineering Department
109 3rd Avenue South
Franklin, Tennessee 37065

Dear Ms. Proctor:

Bids were received for the above referenced project at the City of Franklin Engineering Department at 2:00 P.M. on December 11, 2014. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of three bids were received on the project. J.S. Haren Company submitted the low base bid for the project in the amount of \$1,592,000.00.

Contingent upon receipt of satisfactory bonds and insurance and a written agreement with the City of Franklin Engineering Department, we recommend that the construction contract for the "Fieldstone Farms Pump Station No. 1 Rehabilitation and Safety Improvements" be awarded to J.S. Haren Company.

Please call me if you have any questions.

Sincerely,

GARVER

A handwritten signature in cursive script that reads 'Kevin P. Mullins'.

Kevin P. Mullins, PE
Senior Project Manager



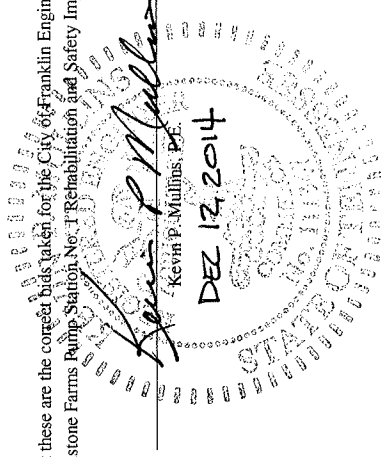
Attachments: Certified Bid Tabulation

F:\2013\13068060\Fieldstone Farms Pump Station Rehab\Bidding\Recommendation of Award\

City of Franklin Engineering Department
City of Franklin, Tennessee
Fieldstone Farms Pump Station No. 1 Rehabilitation and Safety Improvements
December 11, 2014
Garver Project No. 13068060

		UNIT BID SCHEDULE		J.S. Haren Construction		J. Cumby Construction		W&O Construction	
ITEM	QUAN	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	1	L.S.	MOBILIZATION AND DEMOBILIZATION (NOT TO EXCEED 5% TOTAL BASE BID)	75,000.00	75,000.00	84,900.00	84,900.00	98,000.00	98,000.00
B	1	L.S.	PUMP STATION IMPROVEMENTS	1,362,000.00	1,362,000.00	1,468,100.00	1,468,100.00	1,735,000.00	1,735,000.00
C	1	L.S.	INFLUENT CHANNEL GRINDER EQUIPMENT	95,000.00	95,000.00	85,000.00	85,000.00	86,000.00	86,000.00
D	1	L.S.	ALLOWANCE FOR ELECTRICAL SERVICE IMPROVEMENTS	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
E	1	L.S.	ALLOWANCE FOR SCADA INTEGRATION	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
			TOTAL BASE BID		\$ 1,592,000.00		\$ 1,698,000.00		\$ 1,979,000.00
ALT-1	1	L.S.	ADDITIVE ALTERNATE FOR ONLINE TRAINING	27,000.00	27,000.00	25,000.00	25,000.00	23,000.00	23,000.00
			TOTAL BASE BID PLUS ADD ALTERNATE 1		\$ 1,619,000.00		\$ 1,723,000.00		\$ 2,002,000.00

I certify that these are the correct bids taken for the City of Franklin Engineering Department
Fieldstone Farms Pump Station No. 1 Rehabilitation and Safety Improvements


 Kevin P. Mullins, P.E.
 DEC 12, 2014


AMENDMENT NO. 6 TO
PROFESSIONAL SERVICES AGREEMENT
FOR JACKSON LAKE DREDGING IMPROVEMENTS
COF Contract No. 2011-0037

THIS AMENDMENT is made and entered into on this the ____ day of _____, 2015, by and between the City of Franklin, Tennessee ("City") and CDM Smith ("Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled Jackson Lake Dredging Improvements (COF Contract No. 2011-0037) ("Project"), dated the 22nd day of March, 2011; and

WHEREAS, said agreement stipulated that the Consultant would be paid a not to exceed fee of Sixty Three Thousand and No / 100 Dollars (\$63,000.00) for construction administration services and assumed a 240 calendar days construction project; and

WHEREAS, the Board of Mayor and Aldermen (BOMA) approved Amendment No. 1 on April 24, 2012, in the not to exceed total amount of Fifteen Thousand Five Hundred and No / 100 Dollars (\$15,500.00) due to the extended length of the construction project; and

WHEREAS, the BOMA approved Amendment No. 2 on September 11, 2012, in the not to exceed total amount of Five Thousand and No / 100 Dollars (\$5,000.00) due to the extended length of the construction project; and

WHEREAS, the BOMA approved Amendment No. 3 on June 25, 2013, in the not to exceed total amount of Twelve Thousand Five Hundred and No / 100 Dollars (\$12,500.00) for additional Project Coordination and Evaluation of Dewatered Material; and

WHEREAS, the BOMA approved Amendment No. 4 on October 8, 2013, in the not to exceed total amount of Twenty-Six Thousand Six Hundred and No / 100 Dollars (\$26,600.00) due to the extended length of the construction project and a final bathymetric survey of Jackson Lake; and

WHEREAS, the BOMA approved Amendment No. 5 on May 13, 2014, in the not to exceed total amount of Sixty-Three Thousand Eight Hundred Forty

and No/100 Dollars (\$63,840.00) due to the lawsuit filed by the subcontractor and disputed amount removed from Jackson Lake; and

WHEREAS, the City has negotiated with the Consultant an additional fee for on-going general services during construction as described in Exhibit A in an amount not to exceed Fifteen Thousand Four Hundred Ten and No/100 Dollars (\$15,410.00).

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 Operational Review and On-going General Services as provided for in Exhibit A, and the Professional Services Agreement Approved by BOMA dated March 22, 2011.
3. City's Responsibilities and Duties. City shall pay Consultant in an amount not to exceed Fifteen Thousand Four Hundred Ten and No/100 Dollars (15,410.00) as described in Exhibit A under Compensation for the work under this agreement.
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 March 22, 2011, Amendment No 1 dated April 24, 2012, Amendment No 2 dated September 11, 2012, Amendment No 3 dated June 25, 2013, Amendment No 4 dated October 8, 2013, and Amendment No 5 dated May 13, 2014 are unchanged and remain in full force and effect.

The Board of Mayor and Aldermen approved this agreement on the _____ day of _____ 2015.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

CDM Smith

By: _____

Dr. Ken Moore

Mayor

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

Attest:

Eric S. Stuckey

City Administrator

Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney



Parkview Towers
210 25th Avenue North, Suite 1102
Nashville, Tennessee 37203
tel: 615 320-3161

December 23, 2014

Mr. Paul Holzen, P.E.
City of Franklin
Engineering Department
City Hall
109 3rd Avenue South
Franklin, TN 37064

Subject: Jackson Lake Dredging Improvements
Amendment 6 Proposal for Additional Services
On-Going Construction through Project Completion

Dear Paul:

CDM Smith, Inc. (CDM Smith) is pleased to submit this proposed amendment to perform construction administration duties through completion of the Jackson Lake Dredging Improvements Project.

Background

The City of Franklin authorized CDM Smith to provide engineering services and construction services relating to the design and execution of a dredging and dewatering operation at the Jackson Lake subdivision off Mallory Station Road. The project includes hydraulic dredging of sediments in Jackson Lake, dewatering of the sediments using an adjacent property, and disposal of dry sediment. In support of these activities, the City of Franklin has asked CDM Smith to provide additional scope of services including a land survey of the geotextile bags in the dewatering area, investigation of dewatered sediment within the geotextile bags, and the drafting of a technical memorandum that describes the survey history of the project and includes recent survey and soil investigations related to finding the volume of sediment removed from Jackson Lake.

Scope of Services

CDM Smith proposes the following tasks required to perform the engineering evaluation of the sediment removal from Jackson Lake.

Task 1: Project Management

CDM Smith will perform standard project management for this project. This will include procurement of a qualified and licensed Tennessee surveyor to perform a land survey of the



Paul Holzen, P.E.
December 23, 2014

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dewatering geotextile bags, procurement of a local geotechnical engineering firm to collect soil samples and perform laboratory testing of the sediment collected in the dewatering geotextile bags, and management/oversight of the work performed in the field by subconsultants. Other project coordination includes review of subcontractor data for completion, scheduling, invoicing and additional support provided to City staff as need through the life of the project.

Task 2: Meetings

CDM Smith will schedule and attend meetings as requested by the City. For purposes of this proposal, it is estimated that two progress meetings and one full day meeting will be attended by CDM Smith.

Task 3: Land Survey

CDM Smith will solicit the services of a local surveyor to perform a land survey of the dewatering geotextile bag area. The survey will include one-foot contours along with recording specific geotextile bag height for volume calculations. The land surveyor will also calculate sediment volume by using the data collected from the land survey and submit to CDM Smith along with survey files.

Task 4: Geotechnical Services

CDM Smith will solicit the services of a local geotechnical firm to collect full depth samples of the dredged sediment in the 18 geotextile bag. After collecting the samples, the geotechnical firm will complete laboratory testing that will comprise of measuring moisture content and specific gravity of said samples. Those laboratory results will be submitted to CDM Smith in order to complete volume calculations of the in-site sediment removed from Jackson Lake.

Task 5: Technical Memorandum

The drafting of a technical memorandum which will summarize the analysis from the bathymetric and land surveys throughout the history of the project which includes sediment volume calculations. It will also include sediment calculations using the soil information collected throughout the life of the project. All of this data will be gathered to show the total amount of sediment removed from Jackson Lake.



Paul Holzen, P.E.
December 23, 2014

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Compensation

The level of effort and associated costs for each task are summarized in the table below. The cost shown below is separated by showing CDM Smith cost and costs paid to Outside Professional in two separate columns. The Outside Professionals cost is the cost associated to complete the work described above by teaming with subcontractors. These team members are a bathymetric surveying company and a local dredging expert.

Tasks	Description	CDM Smith Cost	Outside Professional Cost
1	Project Management	\$4,000	---
2	Meetings	\$3,740	---
3	Land Survey	---	\$1,000
4	Geotechnical Services	---	\$14,410
5	Technical Memorandum	\$2,180	---
Not-To-Exceed Total Cost		\$9,920	\$15,410

Billing will be performed monthly. All effort related to CDM Smith's cost described above will be allotted to the remaining current unbilled not-to-exceed project budget. Therefore, CDM Smith request an amendment of \$15,410 to cover the additional services provided by the subconsultant's cost and task describe above.



Paul Holzen, P.E.
December 23, 2014

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On behalf of the entire CDM Smith team, I want to express our appreciation for the opportunity to continue working with the City of Franklin on this important construction project. If you have any questions about this proposal, or any aspect of the on-going project, please do not hesitate to contact Dave Mason (615) 807-7815 or myself at (615) 320-3161.

Sincerely,

A handwritten signature in blue ink, reading "Zack A. Daniel".

Zack A. Daniel, P.E.
Client Service Manager
CDM Smith, Inc.

A handwritten signature in blue ink, reading "DAM".

David Mason, P.E., D.WRE
Project Manager
CDM Smith, Inc.

CC: Ben Worley (City of Franklin)
Caleb Sanders (CDM Smith)



Supplemental Rev 11-01-2011
IM/HPP-65-2(89) / 94002-2181-44

Contract No. 7913
COF 2012-0161

SUPPLEMENT TO UTILITY RELOCATION CONTRACT

THIS SUPPLEMENT **#1** to Contract No. **7913** made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of Franklin (Water)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT and the Utility entered into Contract No. **7913**, dated the **10th day of December, 2012**, in which the parties agreed to certain matters concerning the relocation of utilities on PIN No. **106269.01, From North of SR-840 to North of SR-248 (Includes SR-248 – Goose Creek Interchange)** located in **Williamson** County, Tennessee.; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original contract;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To change paragraph,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$657,412.77**, including the amount of **\$38,842.77** for the cost of engineering; including the amount of **\$0.00** for the cost of inspection provided by the Utility; including the amount of **\$62,000.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$0.00** for the cost over the maximum TDOT reimbursement amount, and of which **42** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **58** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and It is understood that the above are the only changes made in said contract.

To the following,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$939,913.27**, including the amount of **\$54,735.27** for the cost of engineering; including the amount of **\$31,600.00** for the cost of inspection provided by the Utility; including the amount of **\$123,520.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$0.00** for the cost over the maximum TDOT reimbursement amount, and of which **42** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **58** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT

reimbursement amount; and It is understood that the above are the only changes made in said contract.

IN WITNESS WHEREOF, the parties have EXECUTED this agreement

UTILITY

City of Franklin (Water)

BY: _____

TITLE: _____

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____

John C. Schroer
Commissioner

DATE: _____

APPROVED AS TO FORM:

BY: _____

John H. Reinbold
General Counsel

