



August 12, 2014

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
David Parker, P.E, City Engineer/CIP Executive
Paul Holzen, P.E., Director of Engineering
Jonathan Marston, P.E., Staff Engineer

SUBJECT: Consideration of Amendment No. 1 to the Professional Services Agreement (COF Contract No. 2013-0021) with CDM Smith, Inc. for Additional Construction Engineering and Inspection Services for the Carothers Parkway South Extension Project in an amount not to exceed \$253,500.00.

Purpose

The purpose of this memo is to provide information to the Board of Mayor and Aldermen (BOMA) to consider Amendment No. 1 to the Professional Services Agreement (PSA) with CDM Smith, Inc. (CDM) to provide additional Construction Engineering and Inspection (CEI) Services for the South Carothers Parkway Extension Project.

Background

The construction contract for the Carothers Parkway South Extension Project was awarded by the BOMA to Mountain States Contractors, LLC on June 11, 2013. At the same meeting, the BOMA approved a PSA with CDM for CEI services on this project. On February 25, 2014, the BOMA approved the design of the Carothers Parkway South Extension "Gap" Section. On March 12, 2014, the BOMA approved Resolution 2014-13 to adopt the funding plan for the FY 2014-2018 Capital Investment Program (CIP). As a part of that resolution, \$2,850,000.00 was approved for the design, inspection and construction of the Carothers Parkway South Extension "Gap". Design was recently completed for the Gap section.

Amendment No. 1 consists of the additional CEI services during construction of the Gap Section of Carothers Parkway from Truman Road West to Parkworth Drive. Also included in this amendment is additional compensation for increased overtime hours worked to oversee the construction of the overall Carothers Parkway South Extension Project. Because this is a not to exceed contract, no lump sum, the consultant will only invoice the hours that are actually utilized by the CEI team. Therefore, less overtime than expected, or early project completion, will result in a monetary savings. The breakdown of costs, with regard to the budgetary costs presented by the FY 2014-2018 CIP, are as follows:

Carothers Pkwy "Gap" Budget from FY 2014-2018 CIP:	\$	2,850,000.00
Design:	\$	108,980.00
Construction Engineering & Inspection (CEI):	\$	253,500.00
Construction:	\$	2,470,500.43
Remaining Funds:	\$	<u>17,019.57</u>



Financial Impact

The cost, as negotiated with CDM, for additional CEI services is an amount not to exceed \$253,500. This cost, along with the costs for design and construction, falls under the total budgetary number approved by the BOMA in the FY 2014-2018 CIP for completion of the Carothers Parkway and will be paid via the Capital Projects Fund.

Recommendation

Contingent upon document review by the City Engineer and City Attorney, staff recommends approval of Amendment No. 1 to the PSA with CDM Smith, Inc. (COF Contract No. 2013-0021) in the amount not to exceed \$253,500.00.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR CAROTHERS PARKWAY SOUTH EXTENSION
COF Contract No. 2013-0021**

THIS AMENDMENT is made and entered into on this the ___ day of _____, 2014, by and between the City of Franklin, Tennessee ("City") and CDM SMITH, INC. ("Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant entered into a Professional Services Agreement ("Agreement") for the Carothers Parkway South Extension Project Construction Engineering and Inspection Services ("CEI Services") (COF Contract No. 2013-0021), dated 11th Day of June, 2013; and

WHEREAS, said Agreement stipulated that the consultant would be paid a not to exceed fee of EIGHT HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$860,000.00), as authorized by the City Engineer and as detailed in the Fee Schedule; and

WHEREAS, the Consultant has provided a revised Scope of Services and Estimated Fee, as described in **Exhibit A**, dated August 1, 2014, for Additional CEI Services for the Carothers Parkway South Extension and Carothers Parkway Gap Projects; and

WHEREAS, the City has negotiated with the Consultant for an increase in services, as described in **Exhibit A**, for an additional cost of **TWO HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$253,500.00)**

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 additional CEI Services as described in **Exhibit A**.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the additional CEI Services required in an amount not to exceed **TWO HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$253,500.00)**

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 dated June 11th, 2013 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

CDM SMITH, INC.

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



210 25th Avenue North
Suite 1102
Nashville, TN 37203
Office Phone: (615) 320-3161

Exhibit A
Amendment No. 1
COF Contract 2013-0021
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August 01, 2014

Mr. Jonathan Marston, PE
Project Manager
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

**RE: Carothers Parkway South Extension Construction Engineering
& Inspection Services (CEI) Supplement Proposal Request**

Dear Jonathan:

We appreciate the opportunity to submit this supplement proposal request to provide additional Construction Engineering & Inspection Services (CEI) to the City of Franklin extending our current contract completion date to coincide with the completion date approved for the contractor; as well as provide services to cover the additional work added to the contractor's contract extending the south end of the project from Truman Road West further south to Parkworth Drive. The new completion date set for the contractor to complete the revised scope of work is November 1, 2015. This supplemental proposal anticipates that the CDM Smith team will complete field inspection services on or before November 1, 2015 with the final project acceptance and records closeout occurring during the months of October and November 2015.

Based on discussions regarding the schedule for work held with the Contractor and City staff, the proposal incorporates the additional time anticipated to complete the project. We understand the current construction schedule to include working 6 - 12 hour days per week through the remainder of the year (2014) and then resuming with full-time (5 - 8-hour day) work schedule with some occasional overtime and weekend work during the remainder of the project in 2015. To accomplish this we have supplemented our original estimation of hours from August 2014 through December 2014 to ensure we have construction oversight during all anticipated work times through the remainder of this year. A large majority of this time is overtime hours to align with the extended work days proposed by the contractor. We have anticipated a slightly lower number of working hours during the month of December 2014 to account for the weeks of Christmas and New Year's Day, and the anticipation that no work will occur during those weeks. For the months of January 2015 thru June 2015, which were part of the original contract, we have simply supplemented our original scope to ensure we now





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have full-time coverage for all regular working days. Some of the months had lower than full-time totals originally due to these months being towards the completion of the original project and requiring less staff coverage. As shown, this is the smallest change to our current contract with only minimal additions for both regular and overtime hours for these months. For the additional scope of work that the contractor is undertaking to deliver the full build-out of the road, we have added the four additional months of inspection and one-month of closeout to our services with the assumption that there will be full-time staff for all regular working days with an allocation of an additional 40 hours of overtime each month. As always, these hourly assumptions give us some ability to adjust our workload and staffing based on the actual construction schedule and work occurring; and as shown in the table, allows for a total additional on-site management and inspection of 1,032 additional regular hours and 682 additional overtime hours. This significant increase in the overtime hours is based on the discussion above regarding the contractor moving to 12 hour work days for the remainder of 2014. As always, we will only invoice the hours that are actual utilized by Tom and his team on the project and he will remain in consistent contact with you and your staff as to your needs and coordination of all project activities.

In preparing this supplement proposal, we have also collaborated with our sub-consultants SEI and AMEC regarding the additional funds needed to provide their services associated with the additional segment of roadway. The total allocations for each are \$18,800 and \$40,300, respectively, to correlate with the extension of their original scope of services to the new segment of roadway.

All work to be completed as part of this amendment will be as outlined in our original scope of services previously approved by the City. We will continue to invoice our work effort using the current format and unit rates approved in the original contract dated June 2013. We have enclosed our supplemental man-hour/fee estimate for your review and consideration.



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Our original contract effort was approved with a not-to-exceed upper limit of \$860,000.00. The services outlined herein will be performed on an hourly unit rate cost basis with a not-to-exceed upper limit fee budget of \$253,500.00 making the overall contract upper limit \$1,113,500.00 as requested.

Should you have questions or need additional information please feel free to contact me at 865.388.3158 or via email at widnerjm@cdmsmith.com. Thank you for allowing CDM Smith the opportunity to submit this CEI supplement proposal and to be of continued service to you and the City of Franklin. If you are in agreement with this CEI supplement proposal, please forward us the appropriate amendment for execution.

Sincerely,

CDM Smith Inc.

A handwritten signature in blue ink that reads "Jeffrey M. Widner".

Jeffrey M. Widner
Associate



SUPPLEMENT MAN HOUR AND FEE ESTIMATE									
August 01, 2014									
CAROTHERS PARKWAY SOUTH EXTENSION CEI SERVICES									
From: Parkworth Drive To: Old South Carothers PKWY									
	Project Director	Engineer/Project Manager	Const. Manager / Sr. Inspector	Premium Of Const. Mgr/Sr. Inspect.	Admin. Asst.	TOTAL HOURS	Task Subtotals		
2014 Classification Rates	233	166	33	110	67				
2015 Classification Rates	228	170	96	114	69				
BASIC SERVICES									
Aug-14	0	0	24	94	0	118	\$12,572		
Sep-14	0	0	80	52	0	132	\$13,160		
Oct-14	0	0	56	68	0	124	\$12,868		
Nov-14	0	0	24	132	0	156	\$16,752		
Dec-14	0	0	20	96	0	116	\$12,420		
Intentionally Left Blank									
Jan-15	0	0	76	0	0	76	\$7,286		
Feb-15	0	0	20	0	0	20	\$1,920		
Mar-15	0	0	16	40	0	56	\$6,096		
Apr-15	0	0	16	40	0	56	\$6,096		
May-15	0	0	0	0	0	0	\$0		
Jun-15	0	0	16	0	0	16	\$1,536		
Jul-15	0	0	64	40	0	104	\$10,704		
Aug-15	2	12	168	40	2	224	\$23,322		
Sep-15	2	12	176	40	2	232	\$24,080		
Oct-15	2	12	176	40	2	232	\$24,080		
Nov-15	2	16	100	0	2	120	\$12,914		
Includes 4 additional months and 1 month for records close out									
Includes adjustment of hours from August 14 through July 16 to cover additional work effort									
Subtotals									
Estimated Manhours	8	52	1,032	682	8	1,782	\$185,856		
Estimated Labor Cost									
Estimated labor costs include labor, overhead, and profit.									
Totals									
CDM Smith Labor	\$ 185,700					Expenses			
CDM Smith Direct Expenses	\$ 8,700					Vehicle	\$ 7,500		
Sub-Consultants						Printing	\$ 1,000		
SEI-CEI Support Services (Extra Time and Gap Section)	\$ 18,800					Other	\$ 200		
AMEC - CEI Support Services (Extra Time and Gap Section)	\$ 40,300						\$ 8,700		
Total Not to Exceed Upper Limit Fee						\$ 253,500			