

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Agenda
Special Session
July 23, 2015
4:00 p.m.

1. Call to Order by the Mayor
2. Roll Call
3. Adoption of the Agenda
4. New Business
 - a. To approve or reject Cumberland Valley Construction's bid of \$2,375,000.00 for the Wastewater Treatment Plant Headworks Improvement Project. The Public Services Director recommends approval.
5. Adjournment

**City of White House
Department of Public Services**

Memo

To: Board of Mayor and Alderman
From: W. Joe Moss, DPS
Date: July 16, 2015
Re: Request to Award Bid – Wastewater Treatment Plant Improvement Project

On this date, July 16, 2015, I am requesting that the Mayor and Board of Alderman approve the bid award for the TDEC/SRF funded CG2 2013-326 Wastewater Treatment Plant Improvement Project.

This project is also known as the *Headworks Project*. This project is designed to provide head-works, EQ basin aerators, and a new irrigation system at the wastewater treatment plant.

McGill Associates competitively bid this project and they've received three (3) bid responses. I've attached McGill's bid tabulation and backup memo for your review and consideration.

This is an approved TDEC project and is being funded using the SRF/TDEC loan/grant money. The initial loan was approved at \$2,000,000.00 with a 20% principal forgiveness. At this point we are about \$800,000.00 short. We have a request into TDEC/SRF to increase our loan amount. We have the money available in the capital budget that can be used if necessary. However, if we use those funds for the WWTP project, we will have to delay the Calista Road lift station and the Northern Force Main projects until next year.

I concur with McGill's recommendation to the BMA that *Cumberland Valley Constructors out Nashville, TN* be awarded the *Wastewater Treatment Plant Improvement Project* with a bid in the amount of **\$2,375,000.00**.

Should you have any questions regarding this contract award request, please call me at 406-0177, or Ben Simerl at (865) 712-3196.

W. Joe Moss
Director of Public Services



July 16, 2015

Joe Moss
Public Works Director
City of White House
105 College Street
White House, Tennessee 37188

RE: Recommendation of Award
WWTP Improvements

Dear Joe:

Bids for the construction of the subject project were received in the City of White House City Hall Board Room and publicly opened on July 14, 2015. As shown below, a total of three (3) bids were received and opened for the construction project. A Certified Bid Tabulation of all bids is attached for your review. The bids can be summarized as follows:

Bidder	Base Bid
Cumberland Valley Constructors	\$2,375,000.00
W & O Construction Co., Inc.	\$2,636,700.00
Foley Company	\$3,630,000.00

McGill Associates and the City of White House have not worked with Cumberland Valley Constructors, Inc. We have reviewed their references and have found them to be a responsible and competent contractor. Therefore, we recommend award of the City of White House - WWTP Improvements project to Cumberland Valley Constructors, Inc. in the amount of \$2,375,000.00.

Should you have any questions or need any additional information, please contact me at your convenience.

Sincerely,
McGILL ASSOCIATES, P. A.

A handwritten signature in black ink that reads "Ben R. Simerl".

Benjamin R. Simerl, P.E.
Project Manager

Enclosure

P:\2012\12.02006 White House - WWTP Improvements\Bid Award

E n g i n e e r i n g ° P l a n n i n g ° F i n a n c e

McGill Associates, P.A. • 2240 Sutherland Avenue, Suite 2, Knoxville, TN 37919

Phone: 865-540-0801 • Fax: 865-595-4999

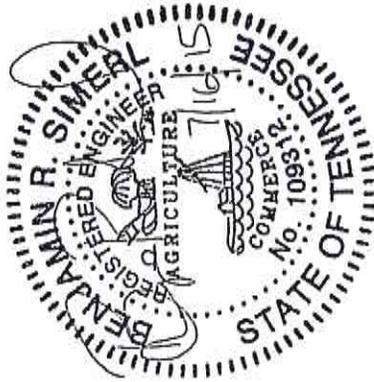
BID TABULATION

City of White House - WWTP Improvements
City of White House, Tennessee

Bid Opening: July 14, 2015 at 1:30 p.m.

CONTRACTOR	Base Bid
Cumberland Valley Constructors, Inc.	\$ 2,375,000.00
W & O Construction, Co., Inc.	\$ 2,636,700.00
Foley Company	\$ 3,630,000.00

This is to certify that the following Sealed Bids for the above project were received, publicly opened and read aloud in the City of White House City Hall, 105 College St., White House, TN 37188 on July 14, 2015 at 1:30 p.m.





City of White House

Bid# 12.02006

Headworks/WWTP Improvements

Bid Opening: July 15, 2015 at 1:30 pm

DESCRIPTION				
Company Name	Cumberland Valley Construction	Foley Company	W&O Construction	
Address	2518 Plum Street Nashville, TN 37207	7501 Front Street Kansas City, MS 648120	P.O. Box 239 150 Construction Drive Livingston, TN 38570	
License Number	63464	40567	8039	
License Expiration	3/31/2016	11/30/2015	1/31/2017	
License Classification and Limit	BC; MU; HC; HRA; CMC Unlimited	CMC, BC Unlimited	BC; MU-A, B, C; HRA-C Unlimited, E (\$250,000)	
IF ALL ITEMS LISTED ABOVE ARE INCLUDED- OPEN BID				
SIGNED BID BOND	✓	✓	✓	
ACKNOWLEDGES ALL ADDENDUMS	✓	✓	✓	
SIGNED BID	✓	✓	✓	
BASE BID	\$2,375,000.00	\$3,630,000.00	\$2,636,700.00	

BID FORM

Wastewater Treatment Plant Improvements

City of White House, Tennessee

SRF Project # CG-2013-326

12.02006

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*City of White House, Tennessee
105 College St.
White House, TN 37188*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>6/4/2015</u>
<u>2</u>	<u>7/8/2015</u>
<u>3</u>	<u>7/10/2015</u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price	\$ 2,375,000 ⁰⁰
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ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: 63474 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data;
- H. Contractor Questionnaires and Certificates including DBE forms, Drug-Free Affidavit, Compliance Statement, Certification regarding Debarment, and Certificated for Contracts, Grants and Loans.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to Issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

U.S. Environmental Protection Agency

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

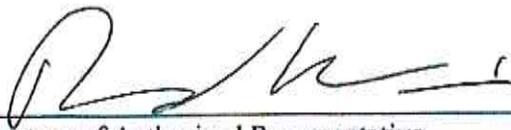
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Randy Wiek, President

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

7/14/2015

Date

I am unable to certify to the above statements. My explanation is attached.

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of White House, Tennessee

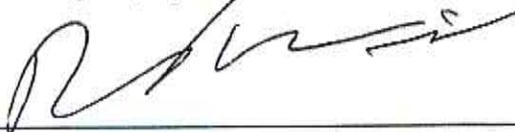
State of Tennessee)
County of Davidson) SS

Affiant, Randy Wiek, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Cumberland Valley Constructors, Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the Owner or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

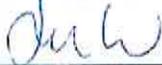


(Signature of Affiant)

President

(Title of Affiant)

Sworn and subscribed to before me this 14th day of July, 2015



Jarrod Imler

(Notary Public)

My Commission Expires: MAY 8, 2018



**West Wilson Utility District
 Filter Building Addition
 Mt. Juliet, Tennessee**

West Wilson Utility District, operating since 1959, currently serves 20,000 customers in Wilson County, Tennessee. Its water treatment plant is located at 399 Beth Drive in Mt. Juliet. This project will increase the plant's capacity by adding 4 each 2 MGD filters. Also included is a clearwell, 28,700 SF building renovation and 3 story building addition. Major subcontractors for this project are Industrial Electrical Services, Koehring & Sons, Springfield Glass, Donelson Roofing, National Resources, Jackson Masonry and Dobro Steel.

The CVC principal in charge of this project was Mr. Ryan Gutridge. CVC project management was by Mr. Chad Frederick. The CVC job superintendent was Mr. John Guinn.

OWNER

West Wilson Utility District
 10960 Lebanon Road
 Mt. Juliet, TN 37122

Original Contract Amount:	\$ 6,005,000.00
Change Orders:	\$ -
Final Amount:	\$ 6,005,000.00

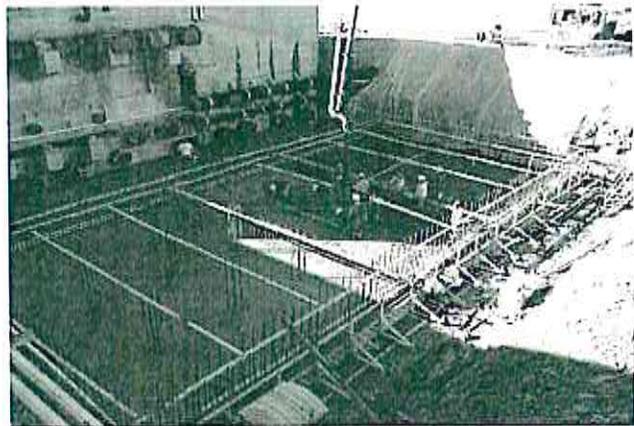
Mr. Danny Smith
dannys@westwilsonutility.com
 phone (615) 394-1401

Project Start:	November 2014
Project Completion:	June, 2016

ENGINEER

Cope Architecture
 BNA Corporate Center Bldg 100
 402 BNA Drive, Suite 305
 Nashville, TN 37217

Mr. John Cheney
jcheney@cope-associates.com
 phone (615) 499-1756



Base slab concrete pour Jan. 28, 2015 at West Wilson WTP in Mt. Juliet, Tennessee

**Whites Creek Pump Station and Force Main
Metro Water Services
Nashville, Tennessee**

CVC's portion of this project encompasses many aspects of the overall project. At White's Creek WWTP, CVC built the new Influent Structure. This work included the excavation, under slab piping, reinforced concrete, miscellaneous metals and mechanical work. At the separate pump station site, CVC managed the sitework and excavation, installed rock anchors under the pump station slab and furnished and installed dry pit submersible pumps, channel grinders, sluice gates and weir gates. All of the work was closely coordinated with GC, Garney Companies.

The CVC principal in charge of this project was Mr. Ryan Gutridge. The CVC jobsite superintendent was Mr. John Guinn.

OWNER

Metro Water Services
1600 Second Avenue
Nashville, TN 37208

Original Contract Amount:	\$	4,744,813.00
Change Orders:	\$	-
Final Amount:	\$	4,744,813.00

Mr. Brent Freeman
brent.freeman@nashville.gov
phone (615) 862-4856

Project Start:	February 2012
Project Completion:	October, 2013

ENGINEER

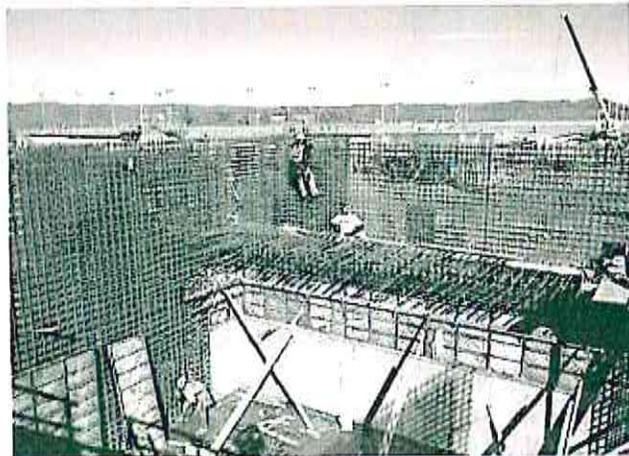
Brown and Caldwell
501 Great Circle Road; Suite 150
Nashville, TN 37228

Mr. Doug Yaroz, PE
doug.yaroz@brwncauld.com
phone (615) 250-1219

GENERAL CONTRACTOR

Garney Companies, Inc.
200 Crutchfield Avenue
Nashville, TN 37210

Mr. Scott Kelley
skelley@garney.com
phone (615) 350-7975



Reinforcing steel and formwork placement for the Influent Structure at White's Creek WWTP, Nashville, TN (2012)

297287

STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



ID NUMBER: 00063464
LIC STATUS: ACTIVE
EXPIRATION DATE: 03/31/2016

CONTRACTORS
CONTRACTOR
CUMBERLAND VALLEY CONSTRUCTORS, INC.

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET.

RYAN GUTRIDGE
CUMBERLAND VALLEY CONSTRUCTORS, INC.
PO BOX 90347
NASHVILLE TN 37209-0347



8991704
297287

State of Tennessee

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

CUMBERLAND VALLEY CONSTRUCTORS, INC.

*This is to certify that all requirements of the State of Tennessee
have been met.*

ID NUMBER: 00063464
LIC STATUS: ACTIVE
EXPIRATION DATE: 03/31/2016

BC; MU; HC; HRA; CMC-B;

UNLIMITED



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE



Cumberland Valley Constructors

**Central WWTP South Grit & Primary Clarifiers
Metro Water Services
Nashville, Tennessee**

The Central WWTP is the largest of three sewer treatment plants operated by Metro Water Services. Originally placed in operation in 1958, Central has been expanded over the years to discharge up to 120 MGD of treated effluent into the Cumberland River. This project will make piping improvements to South Grit and add one grit cyclone. Twelve primary clarifiers will be retrofitted with new Siemens chain and flight collectors. Channels will have grit and debris removed to improve hydraulics. Numerous valves from 6-inch diameter up to 96-inch gates will be replaced. Major subcontractors for this project are PowerTek, Engineering Solutions, Blakley Construction Services and Commercial Painting.

The CVC principal in charge of this project was Mr. Ryan Gutridge. The CVC project manager was Mr. Chad Frederick and the jobsite superintendent was Mr. John Guinn.

OWNER

Metro Water Services
1600 Second Avenue
Nashville, TN 37208

Original Contract Amount: \$ 7,203,460.00
Change Orders: \$ 1,311,403.00
Final Amount: \$ 8,514,863.00

Mr. Phil Regen
phillip.regen@nashville.gov
phone (615) 862-4970

Project Start: April, 2013
Project Completion: December, 2014

ENGINEER

Gresham, Smith and Partners
511 Union Street
Nashville, TN 37219

Contact: Mr. Dale Mosley
dalmos@gspnet.com
Phone: (615) 770-8100



Typical installed view of twelve rectangular clarifiers with new chain and flight collectors, Nashville, TN (2014).

Cumberland Valley Constructors, Inc.
2518 Plum Street
Nashville, TN 37207

Phone (615) 730-6182
Facsimile (615) 730-6183
www.cvcbuilds.com

Dry Creek Wastewater Treatment Plant
Secondary Clarifiers and Primary Scum Pump Station
Metro Water Services
Nashville, Tennessee

This project will replace two seventy foot clarifier mechanisms, troughs and baffles. A new submersible scum pump will be installed with channel modifications. 600 linear feet of existing ductile pipe will be removed and replaced with 1,400 linear feet of new glass lined ductile iron pipe. A new sludge screen will be installed between the two existing units. Major suppliers for this project are Southern Sales for the Siemens clarifiers and Nedrow and Associates for the pump and screen press. PowerTek LLC is the electrical subcontractor.

The CVC principal in charge of this project is Mr. Ryan Gutridge. The CVC project manager is Mr. Chad Frederick.

OWNER

Metro Water Services
 61 Edenwold Road
 Madison, TN 37115-2479

Original Contract Amount:	\$ 1,793,674.00
Change Orders:	\$ -
Final Amount:	\$ 1,793,674.00

Contact: John R. Barnett, PE
 john.barnett@nashville.gov
 Phone: (615) 862-4557

Project Start:	December, 2013
Project Completion:	December, 2014

ENGINEER

URS Corporation
 1000 Corporate Centre Drive
 Franklin, TN 37067

Contact: Mr. Mike May, PE
 mike.may@urs.com
 Phone: (615) 224-2136



Secondary clarifier swept-in grout at Dry Creek WWTP (Nashville, TN - 2014).