



City of Grand Island

Tuesday, December 22, 2020

Council Session

Item G-14

#2020-340 - Approving Award of Professional Engineering Consulting Services for Wastewater Treatment Plant Flow Improvement; Project No. 2020-WWTP-4

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: December 22, 2020

Subject: Approving Award of Professional Engineering Consulting Services for Wastewater Treatment Plant Flow Improvement; Project No. 2020-WWTP-4

Presenter(s): John Collins PE, Public Works Director

Background

A Request for Qualifications (RFQ) for engineering consulting services for Wastewater Treatment Plant Flow Improvements; Project No. 2020-WWTP-4 was advertised in the Grand Island Independent on September 3, 2020. The RFQ was also sent to sixteen (16) potential firms by the Engineering Division of the Public Works Department.

Public Works Engineering staff has identified several areas in which improvements are desired to be evaluated. Staff is looking at the following items to improve plant operations and monitoring.

- Industrial Flow Measurement
- Industrial Flow Diversion
- Buried Infrastructure Evaluation
- Internal Recycle System

Discussion

Two (2) submittals were opened on September 24, 2020, reviewed and scored.

Using the evaluation criteria set out in the Request for Qualifications the submittal from HDR Engineering, Inc. of Omaha, Nebraska was scored as the highest ranking firm. Negotiations with the selected firm resulted in an agreed upon amount of \$437,955.00 for such services.

Funds for the consulting services are in the approved 2020/2021 Wastewater Division budget.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the award of Professional Engineering Consulting Services for Wastewater Treatment Plant Flow Improvements; Project No. 2020-WWTP-4 to HDR Engineering, Inc. of Omaha, Nebraska for an amount not to exceed \$437,955.00.

Sample Motion

Move to approve the award of the proposal.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR 2021 CAPITAL IMPROVEMENT PROJECTS**

RFP DUE DATE: September 24, 2020 at 4:15 p.m.
DEPARTMENT: Public Works
PUBLICATION DATE: September 3, 2020
NO. POTENTIAL BIDDERS: 16

PROPOSALS RECEIVED

JEO Consulting Group
Grand Island, NE

HDR
Des Moines, IA

Leo A Daly
Omaha, NE

Benesch
Grand Island, NE

Olsson, Inc.
Lincoln, NE

cc: John Collins, Public Works Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, Admin. Asst. PW
Patrick Brown, Finance Director
Keith Kurz, Asst. Public Works Director

P2230

**AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC. FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of December, 2020, between City of Grand Island, Nebraska (“OWNER”) a municipal corporation, with principal offices at 100 East First Street, Grand Island, Nebraska, and HDR ENGINEERING, INC., (“ENGINEER”) a Nebraska corporation, with principal offices at 1917 S 67th Street, Omaha, NE, 68106 for services in connection with the project known as Wastewater Treatment Plant Flow Improvements Project (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The “HDR Engineering, Inc. Terms and Conditions for Professional Services,” which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the hourly basis with a not to exceed amount of **\$437,955.00**.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add five percent (5%) to invoices received by ENGINEER from

subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services as described in Exhibit A.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF GRAND ISLAND, NEBRASKA
"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: 100 East First Street
Grand Island, NE 68802

HDR ENGINEERING, INC.
"ENGINEER"

BY: 

NAME: Ron Sova, P.E.

TITLE: Senior Vice President

ADDRESS: 1917 S 67th Street,
Omaha, NE 68106

EXHIBIT A
SCOPE OF SERVICES



EXHIBIT A
SCOPE OF WORK
GRAND ISLAND WWTP FLOW IMPROVEMENT PROJECTS

PART 1.0 PROJECT DESCRIPTION:

The City of Grand Island’s Wastewater Treatment Plant (WWTP) was constructed in 1966 with major upgrades in 1980 and 1995. The existing facility consists of a new headworks screening and pumping facility (constructed in 2015), grit removal facility, primary clarifiers, screw pumps, aeration basins with three anoxic zones each, secondary clarifiers, UV disinfection. Primary solids and WAS are combined, pressed using one gravity belt thickener (GBT) and 4 belt filter presses, temporarily stored in a metal building and then hauled off to landfill for cover. The treated liquid stream is discharged into the Wood River. The facility has allocated a portion of its capacity to industries, with the majority of industrial flows and loads coming from the JBS beef plant located adjacent to the west side of the WWTP. The wastewater engineering staff has identified several areas in which improvements are desired to be evaluated. Staff is looking at the following items to improve plant operations and monitoring.

Project 1 – Industrial Flow Measurement: In 2015, the South Sanitary Sewer Interceptor, adjacent to the treatment plant, was renovated in conjunction with the treatment plant headworks facilities. This included construction of a small building for monitoring and sampling influent flow from an industrial meat processing plant. Flow from the meat processing plant travels, via a 16” force main, through the building (where it is necked down to 12”) before being discharged into the south interceptor upstream of the headworks pumping station. There is a 12” magmeter that measure the JBS flow installed in the building. On several occasions, the plant staff has observed that flow from the meat packing plant is not being measured accurately. This frequently occurs during periods of lower flow rates in the force main leading to the meat packing plant being under-billed. Engineering staff desires to investigate the cause of the inaccurate flow readings and make improvements to establish and maintain accurate flow measurements regardless of flow conditions.

Project 2 – Industrial Flow Diversion: Industrial flow from the meat processing plant is typically routed into the South Sanitary Sewer Interceptor, upstream of the headworks, but can be diverted directly into the City’s aeration basin complex. The flow routing is controlled via a series of underground valves housed in vaults. Accessing the valves is cumbersome for plant personnel and needs extensive coordination. The WWTP staff relies on notifications by the meat packing plant to prepare for any hazardous chemical discharges. The WWTP staff rely on composite samples which are not processed in adequate time to make adjustments so they can manage the flow and loading efficiently. Project 2 will include addition of piping to divert industrial flows to the Flow Diversion Structure which would bypass the headworks facilities and go directly the primary clarifiers.

Project 3 – Abandonment of Existing Infrastructure: During the 1995 Aeration Basin Expansion project, a section of ductile iron force main was installed to allow flow diversion from the meat packing plant to the aeration basin. The force main has been used sparingly by the plant staff. There are concerns about the condition of this pipe. HDR will evaluate the condition of the force main and recommend improvements of either rehabilitation, replacement, or removal.

Project 4 – Aeration Basin Improvements (Internal Recycle Addition): Flow is collected at the end of the aeration basins in an effluent channel that conveys flow to the secondary clarifiers. The effluent channel also serves to feed the internal recycle channel. Due to the placement of the internal recycle channel relative to the collection box for secondary clarifier feed, the internal recycle is believed to predominantly recycle contents from Aeration Basins Nos. 1 and 2. As a result, the process does not result in optimal performance and efficiency. Additionally, this recycle flow is open channel flow for the entire length of the aeration basins and then drops down into the screw pump influent feed channel. Thus, excess air is potentially entrained in the flow as it flows from the end of the aeration basins to the head of the screw pumps. Therefore, flow with potentially excess dissolved oxygen is being pumped up to the aeration basin feed channel via the screw pumps. These pumps also impart into the flow stream. HDR will revisit options (previously presented in the Implementation Plan, Optimization TM in 2019) to evaluate methods to reduce aeration of wastewater entering the anaerobic zone of the aeration basins.



PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Key Understandings:

1. OWNER will provide access to system components for visual inspection.
2. OWNER will provide available data including:
 - o Survey data and drawings around the buildings/areas
 - o Profile information of the JBS forcemain coming into the plant
 - o JBS effluent pump station data including pump curves, drawings, O&M manuals etc.
 - o Previous drawings and specifications
 - o Other reports, drawings and plant data as necessary.
3. No topographic survey is included in the scope of services.
4. Geotechnical investigations are not included in the scope of work.
5. Sewer televising and condition assessment is not included in the scope.
6. Services during Construction are not included in the scope.
7. Meetings/Workshops will be held at City Hall or at the WWTP. HDR can provide web based meeting tools as required should in-person meetings are not viable.

PART 1 – BASIC SERVICES

The Basic Services to be provided initially include the following tasks further defined on the pages which follow.

- TASK SERIES 100 – PROJECT MANAGEMENT
- TASK SERIES 200 – KICK-OFF MEETING AND DATA COLLECTION
 - KICKOFF MEETING
 - DATA COLLECTION
- TASK SERIES 300 – INDUSTRIAL (JBS) STAKEHOLDER COORDINATION
- TASK SERIES 400 – 10% DESIGN MEMORANDUM
 - PROJECT 1 – INDUSTRIAL FLOW MEASUREMENT
 - PROJECT 2 – INDUSTRIAL FLOW DIVERSION
 - PROJECT 3 – BURIED INFRASTRUCTURE EVALUATION
 - PROJECT 4 – INTERNAL RECYCLE
 - RECOMMENDATIONS AND OPCC
- TASK SERIES 500 – DESIGN DOCUMENT DEVELOPMENT
 - 50% DESIGN
 - 90% DESIGN
 - BIDDING DOCUMENTS
- TASK 600 – BIDDING PHASE SERVICES



Task Series 100 - Project Management

Objective: Plan, organize, and monitor project team activities.

- HDR Activities:**
- Budget and invoice management.
 - Schedule monitoring and update for Project.
 - Resource management and allocation based on Project schedules and activities.
 - Production coordination.
 - Monthly progress reports submitted to City with each payment request documenting HDR's activities the previous month, scope issues, schedule issues and financial issues.
 - Facilitate internal audits of the Project to confirm compliance with scope and the Project quality assurance plans.
 - a. 0% Project Review.
 - b. Periodic Management Reviews.
 - Facilitate consultant team meetings on a regular basis during preliminary and final design phases to facilitate communication flow and design development.
 - Provide ongoing project coordination and communication with City concerning project activities.
 - Develop guidance document (Project Management Plan) for project team to define activities, constraints, guidelines, budgets and procedures for design and bidding services.
 - a. Maintain Project Management Plan, distribute and update as activities dictate.
 - b. Define project activities, constraints, procedures, guidelines, schedules and budgets for HDR team members and subconsultant personnel. Identify format of deliverables for survey, geotechnical activities, construction drawings and specifications. Review processes and procedures to be implemented for the project with City.

- HDR Deliverables:**
- Project Management Plan (for internal use).
 - Monthly status reports and invoices.

Meetings: None anticipated for this specific task series.

- Key Understandings and Assumptions:**
- Meetings and workshops are included under subsequent tasks as specifically identified in other task items.



Task Series 200 – Kick-off Meeting and Data Collection

Objective: Effectively initiate project work.

HDR Activities:

Task 210– Kickoff Meeting

Conduct kickoff meeting to:

- Review and establish Project Scope.
- Identify Owner concerns and potential obstacles.
- Establish Project vision.
- Review procedures, contacts and protocols outlined in Project Management Plan.
- Review available data.
- Review and refine Scope of Services and overall Schedule, as required.

Task 220 – Data Collection

- Request and obtain relevant background information including original design drawings and specifications.
- Request and obtain relevant background information including study and reports prepared by others
 - Survey data and drawings around the buildings/areas
 - Existing Geotech information from other projects
 - Profile information of the JBS forcemain coming into the plant
 - JBS effluent pump station data including pump curves, drawings, O&M manuals etc.
 - Previous drawings and specifications
 - Other reports, drawings and plant data as necessary.
- Obtain five years of plant operating data relating to the aeration basin and Micro C usage
- Obtain seven years of plant flow data (domestic and industrial)
- Other, as appropriate

HDR Deliverables:

- Minutes from kickoff meeting.

Meetings: Meetings anticipated and identified in the scope for the project work include the following:

- Project Kickoff Meeting.
- HDR Field Investigation.

Key Understandings and Assumptions:

- Geotechnical Investigations assumed to not be required. Existing Geotech information from other projects will be used as the basis of design.
- Soils are assumed to be clean and suitable for conventional spread footing foundations, and when excavated suitable for reuse as select native backfill material. Considerations related to contaminated soils, pier/pile foundations, and/or disposal of unsuitable soils are not included and would need to be added by Amendment.
- Existing topographic survey is assumed to be adequate for the project. Additional topographic survey is not included in the scope.
- Kick off meeting will be attended by 3-4 HDR personnel.



Task Series 300 – Industrial (JBS) Stakeholder Coordination

Objective: Analyze flows from JBS facility and JBS pump station.

HDR Activities: **Task 310 – Industrial Flows and Stakeholder Communication**

- Review flows from JBS facility.
- Investigate JBS flow diversion locations at the WWTP – South

Interceptor and Flow Diversion Structure and resulting hydraulic operating conditions
- Meet with JBS personnel to discuss implementation of flow measurement improvements at GI WWTP and the possibility of changing JBS effluent pumps to smaller and lower HP to improve hydraulics. (One meeting budgeted)
- Discuss Hydraulics improvement impacts on JBS pump station and WWTP.

HDR Deliverables:

- Hydraulics Improvement Recommendations
- Impact on WWTP if recommendations are implemented

Meetings: Meetings anticipated and identified in the scope for the project work include the following:

- JBS meeting

Key Understandings and Assumptions:

- City will initiate meeting with JBS
- HDR will present findings of possibly downsizing the pumps to JBS. Implementation of these findings will be up to JBS.



Task Series 400 – 10% Design Memorandum

Objective: This activity is intended to collect and review available information; review and refine projects and establish a basis of design. A Workshop will be held at the end of this Task to effectively capitalize on and integrate the knowledge and expertise of the **Owner** and **HDR Project** team members, and to tailor **Project** recommendations to **Owner** operations and maintenance preferences.

HDR Activities: **Task 410 - 10% Design Memorandum**

- Using the background information provided, complete preliminary process design, process and instrumentation diagrams (PIDs), hydraulic profile, structure layout, equipment sizing, and basis of design for architectural, structural, electrical and mechanical systems for the four projects.
- Project 1 – Industrial Flow Measurement
 - a. Review hydraulics of the JBS forcemain
 - b. Review JBS pump station and the head conditions that they are experiencing. It could be that the current TDH is much lower than design condition causing the pumps to start and stop too often.
 - c. Review full pipe flow condition. It appears based on initial review that the forcemain drains to the south interceptor due to the elevations and it isn't acting like a forcemain and more like a gravity sewer. This condition is not suitable for a magmeter and hence the erroneous readings.
 - d. It is assumed for this scope that a new Parshall Flume would need to be designed and constructed to achieve the desired result of accurate flows at all times.
 - e. The project is also scoped to include the design and installation of water quality probes to make real time operational decisions on how to handle JBS flows. 5 probes are assumed to be installed – pH/temperature, TSS, Nitrate, Ammonia and Chlorides.
 - f. The project will also include addition of RTU in the sampling and monitoring building.
 - g. Review industrial sampling methodology, incorporate changes that reflect in the design changes.
- Project 2 – Industrial Flow Diversion
 - a. Review flow diversions locations – South interceptor/headworks and Flow diversion Structure that bypasses the headworks.
 - b. HDR will build on and modify if necessary, the current plant staff design which includes piping diversion to the Flow Diversion Structure (FDS)
 - c. HDR will review and recommend the location (compartment) of diversion at the FDS.
 - d. No water quality monitoring will be included at this location.
- Project 3 – Buried Infrastructure Evaluation
 - a. HDR will evaluate options to isolate the JBS forcemain going to aeration basin.
 - b. It is assumed that NDEE will not let the GI WWTP bypass industrial flows to the aeration basin without primary treatment.



- c. HDR will investigate methods to isolate and abandon this pipe in place.
 - d. It is assumed that condition assessment of this pipe will not be needed as the pipe will be abandoned in place.
- Project 4 – Internal Recycle System
 - a. HDR will design the recommendation presented in the Optimization TM of the BNR study.
 - b. Internal recycle flow be more evenly collected and redistributed to reduce the amount of air entrainment and operational issues. Internal recycle pumps will be installed at the end of each aeration basin and flow pumped to the head of each anoxic zone. Addition of valves will be included to allow the plant staff to have the ability to recycle flows to all anoxic zones and swing zones. Addition of these valves would provide the plant staff greater flexibility in optimizing treatment.
 - c. The screw pumps are not experiencing the flow they were designed for and with the addition of the internal recycle pumps they would experience even lesser flow. The project will include addition of VFD's to the screw pumps to slow them down and reduce air entrainment. Variable frequency drives will reduce the turbulence and help reduce the dissolved oxygen (DO). Additional electrical room space, and HVAC demands for the VFD will be evaluated. If sufficient room isn't available in the electrical room, a separate pre-engineered building will be evaluated.
 - d. The project will include new influent gates at a lower elevation to attenuate DO issues.
 - e. The project will include addition of baffle walls in the anaerobic/anoxic zones to aid in future nutrient removal configuration.
 - f. The project will include MicroC addition Optimization. Supplemental BOD5 addition in the form of MicroC 2000 is currently used to support denitrification and TN removal when the nitrate load from JBS is high. Currently, MicroC is injected into the screw pump discharge channel. Some of this BOD5 supplied by the MicroC addition may be lost in the channels and zones due to the high dissolved oxygen levels. The existing MicroC addition piping will be modified to enhance efficiency and save costs. Providing multiple feed locations for MicroC would give operational flexibility to optimize usage. Several new feed points will be considered and include the following:
 - i. Feed points directly into anoxic and swing zones
 - ii. Feed point(s) directed into the internal recycle
- Prepare a design memorandum for all projects listed above which will contain summaries and recommendations for the preliminary designs, and opinion of probable construction cost.
- Submit Design Memorandum to the City for review and comment.

Task 420 - Workshop - 10% Design

- Meet with City to review and present the findings of the Design Memorandum, receive comments, and gain concurrence with the findings and recommendations. Comments will be incorporated into the Final Design.



- Prepare and distribute agendas and minutes of the Workshop.

HDR Deliverables:

- 10% Design Memorandum
- Minutes from workshop

Meetings:

Meetings anticipated and identified in the scope for the project work include the following:

- 10% Design Workshop

Key Understandings and Assumptions:

- All water quality instrumentation desired by the City will be included as part of Project 1.
- Existing design drawings prepared for Project 2 by the City will be improved upon by HDR. Project 2 will not include any building/enclosure as currently designed by the City. These drawings will be provided by the City to HDR in AutoCAD.
- Buried infrastructure identified in Project 3 is going to be abandoned in place. No condition assessment will be necessary.
- Project 4 will be designed based on the previously developed recommendations presented under Optimization TM for the BNR study. Blower downsizing improvements are not included in the project.
- 10% workshop will be attended by 3-4 HDR personnel.



Task Series 500 – Design Document Development

Objective: This Activity is intended to perform calculations and final designs and prepare Contract Documents as described below Develop draft and final Implementation Plan document. It is assumed that all the projects will be bid in a single construction contract package.

HDR Activities:

Task 510 - Preliminary (50%) Design Document Development

- Prepare preliminary design documents including drawings, and preliminary technical specifications for the various components of the project.
- Provide in-house QC review by senior interdisciplinary personnel.
- Prepare an updated opinion of cost for the project based upon current state of project detail.
- Submit preliminary design Contract Documents for review by the City. Meet with City to review progress, status of design, and current opinion of cost.
- Prepare agenda, meeting minutes, and written responses to City’s comments and incorporate comments into Contract Documents as appropriate.

Task 520 - Pre-Final (90%) Design Document Development

- Prepare pre-final design documents including drawings, details, and technical specifications for the project based upon current state of project detail for the various components of the project.
- Update opinion of construction cost.
- Incorporate Engineers Joint Contract Documents Committee (EJCDC) front-end documents, general conditions, and bidding and contract documents for review and approval by the City. If City’s own front documents are used, HDR will incorporate these into the contracting documents.
- Provide in-house QC review by senior interdisciplinary personnel.
- Submit pre-final Contract Documents for review by the City.
- Meet with City to review progress, status of design, and current opinion of cost.
- Prepare agenda, meeting minutes, and written responses to City’s comments and incorporate comments into Contract Documents as appropriate.

Task 530 - Final Bidding Document Development

- Prepare bidding documents including drawings, details, technical specifications, and front-end documents for the various components of the project.
- Provide Bidding Documents to NDEE for review, comment and approval
- Incorporate appropriate review comments from City, final QC reviews and NDEE.
- Submit Bidding Documents to the City.
- Verify that required construction permits have been received from NDEE.

HDR Deliverables:

- Three (3) reduced scale hard copy documents and one (1) electronic pdf format copy of the preliminary (50% design)



- documents
- Three (3) reduced scale hard copy documents and one (1) electronic pdf format copy of the pre-final (90% design) documents
- Three (3) full-size hard copy sets of 100% design documents to NDEE
- Five (5) reduced scale hard copy documents and one (1) electronic pdf format copy of the bidding (100%) documents.
- Opinions of Probable Construction Cost for each design deliverable, electronic pdf format
- Meeting agendas and minutes, electronic pdf format

Meetings: Meetings anticipated and identified in the scope for the project work include the following:

- Meeting for 50% and 90% document reviews

Key Understandings and Assumptions:

- The design and bidding is based on the preparation of a single construction bidding package. Not all drawings will be submitted for the 50% package.
- Drawings will be developed using AutoCAD (BIM).
- Full Size Drawings size will be 22" x 34".
- Half Size Drawings size will be 11" x 17".
- Technical specifications will be prepared in Construction Specification Institute (CSI) 3-part format 6-digit, 50 division format as modified by HDR and will be based on HDR master specifications.
- Bidding Documents and General Conditions for the Package will be EJCDC standards as modified by HDR. If City General Conditions are used, supplementary conditions will be modified accordingly.
- City will consolidate all comments from staff on deliverables and present one unified written document of comments.
- Redesigns associated with City requested modifications of previously approved design development documents are not included in this Scope of Services.
- Opinion of Probable Construction Cost will be developed using Microsoft Excel with the format of the estimate being broken down by CSI divisions. Appropriate factors for undefined scope of work, contingencies, and escalation will be used based on the level of the design.
- No Equipment Pre-Procurement contracts for Assignment to a General Contractor are included.
- No LEED, Envision, or other energy rating services are included.
- Meeting Attendance for document reviews includes HDR's Project Manager and Design Manager.
- HDR will coordinate with City chosen SCADA firm to develop Instrumentation and Control Design. Control loops and PIDs will be provided for review and comments will be incorporated into the design. The City will contract with the SCADA firm directly for this effort. It is assumed that all design drawings and specifications will be developed by HDR. The City chosen SCADA firm will function as a reviewer of the I&C design.



Task Series 600 – Bidding Phase Services

Objective: These activities are intended to assist the City in solicitation of bids and execution of a Contract for Construction for the project.

HDR Activities:

Task 610 - Document Reproduction and Distribution

- Assist City with advertising for bids.
- Distribute Notice to Bidders to potential contractors.
- Assist the City in Distributing Contract Documents to plan houses, contractors and suppliers.
- Maintain or assisting the City in maintaining a list of plan-holders.

Task 620 - Conduct Pre-Bid Meeting

- Prepare agenda and conduct meeting to address pertinent items for discussion at the pre-bid meeting, including bidding requirements, regulatory requirements, and site conditions, etc.
- Attend pre-bid meeting and site visit to review the project with the potential bidders.
- Prepare and distribute minutes from the pre-bid meeting to plan holders for the project.

Task 630 - Document Clarification/Addenda

- Address comments and questions from bidders or plan holders.
- Prepare addenda items containing clarifications and modifications to the Construction Documents.
- Distribute addenda to plan holders.

Task 640 - Bid Evaluation/Recommendation of Award

- Review bids received during bid letting for inclusion of required information and correct bid price tabulation.
- Review Contractor qualifications for performing the required work.
- Evaluate the apparent low bidder, in accordance with the Contract Documents.
- Make written recommendation to the City for the award of the contract. Recommendation will be made based on the lowest responsive and responsible bid in the best interest of the City

HDR Deliverables:

- Bidding Contract Documents to the City and plan-holders, electronic pdf format.
- Pre-bid meeting agenda and minutes, electronic pdf format.
- Addenda items electronic pdf format.
- Bid evaluation of apparent low bidder, electronic pdf format.
- Recommendation of contract award, electronic pdf format.

Meetings: Meetings anticipated and identified in the scope for the project work include the following:

- One Pre-bid Meeting.



Key Understandings:

- City of Grand Island will issue the Contracts to the recommended Contractor and review insurance certificates.
- Pre-Bid Meetings will include HDR's Project Manager and one other team member.
- Contract Documents will not be conformed (e.g. integration of addenda into the drawings prior to construction).



PART 3.0 AUTHORIZATION

Work will not proceed on a task without authorization.

PART 4.0 OWNER’S RESPONSIBILITIES:

OWNER will be responsible for the following as identified in the above Scope of Work:

- i. Coordinate Owner staff participation and actively participate in Workshop/Meetings.
- ii. Provide meeting facilities.
- iii. Provide existing reports/studies/drawings/technical information as necessary.
- iv. Participate in ongoing project activities to support consultant activities.
- v. Provide timely review and comment on HDR deliverables.
- vi. Provide timely payment for services provided.
- vii. Provide relevant background information including design drawings and specifications.
- viii. Initiate and lead meetings with JBS.

PART 5.0 PERIODS OF SERVICE:

Notice to Proceed	December 10, 2020
10% Design Memorandum	February 20, 2021
50% Design	April 15, 2021
90% Design	June 15, 2021
Bidding Documents	July 15, 2021
NDEE Review	July 15 - August 15, 2021
Bidding Services	August 20 – September 20, 2021

NEXT PHASES OF WORK:
Construction Phase Services.

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability,

and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of

(9/2016)

expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable

laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, superseding and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

RESOLUTION 2020-340

WHEREAS, the City Of Grand Island invited submittals for professional engineering consulting services for Wastewater Treatment Plant Flow Improvements; Project No. 2020-WWTP-4, according to the Request For Qualifications (RFQ) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on September 24, 2020 submittals were received, reviewed, and evaluated in accordance with established criteria in the RFQ; and

WHEREAS, HDR Engineering, Inc. of Omaha, Nebraska submitted qualifications in accordance with the terms of the Request for Qualifications and all statutory requirements contained therein and the City Procurement Code with the work performed at an amount not to exceed \$437,955.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the submittal from HDR Engineering, Inc. of Omaha, Nebraska for professional engineering consulting services for Wastewater Treatment Plant Flow Improvements; Project No. 2020-WWTP-4 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
December 18, 2020	☒ City Attorney