



City of Grand Island

Tuesday, December 17, 2013

Council Session

Item G-25

#2013-400 - Approving Amendment No. 8 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: December 17, 2013

Subject: Approving Amendment No. 8 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch

Item #'s: G-25

Presenter(s): Terry Brown PE, Manager of Engineering Services

Background

On October 11, 2011 City Council approved, by Resolution No. 2011-307 in the amount of \$1,121,160.00, the initial agreement with Black & Veatch for project management, collection system master planning and conceptual designs for the Northeast Interceptor sewer, Collection System rehabilitation and Wastewater Treatment rehabilitation. As presented to council, all final design and construction services necessary for this project would be added as an amendment to the initial agreement so that only essential services will be contracted.

On April 24, 2012 City Council approved, by Resolution No. 2012-111 Amendment No. 1, in the amount of \$1,910,075.00, to this agreement in continued design effort to finalize design and prepare bidding documents. Bidding documents in Amendment No. 1 included; Lift Station No. 7 Improvements, 4th to 5th Eddy to Vine, Northeast Interceptor Phase 1A, and 1B, South and West Collection System rehabilitation, and Wastewater Treatment Rehabilitation.

On August 28, 2012 City Council approved, by Resolution No. 2012-229 Amendment No. 2, in the amount of \$53,000.00, to this agreement. This amendment added Community Development Block Grant (CDBG) guideline provisions, as well as provided for construction engineering services for the Lift Station No. 7 Improvements and 4th Street to 5th Street; Eddy Street to Vine Street rehabilitation.

On November 13, 2012 City Council approved, by Resolution No. 2012-329 Amendment No. 3, in the amount of \$265,754.00, to this agreement. This amendment added construction engineering services and resident inspection during construction for the 5th

Street Sanitary Sewer Improvements, as well as for the South & West Sewer Interceptor Improvements with the consulting firm Black & Veatch of Kansas City, Missouri.

On February 12, 2013 City Council approved, by Resolution No. 2013-34 Amendment No. 4 in the amount of \$30,000 to this agreement. This amendment updated the Report on Revenue Requirements, Cost of Service and Rates for Wastewater completed in March 2011.

On February 12, 2013 City Council approved, by Resolution No. 2013-35 for Amendment No. 5 in the amount of \$451,896 to this agreement. This amendment provides preliminary design engineering services in Phase II of the North Interceptor Sewer planning, and final bidding documents for Phase II-B North Interceptor Sewer.

On May 14, 2013 City Council approved, by Resolution No. 2013-148 for Amendment No. 6 in the amount of \$719,617 to this agreement. This amendment allowed fee compensation for engineering services that were not specifically identified in the original design agreement; Consulting Engineering Construction Phase Services, and Resident Inspection During Construction for Phase I; North Interceptor Sewer Construction.

On May 14, 2013 City Council approved, by Resolution No. 2013-149 for Amendment No. 7 in the amount of \$1,878,450 to this agreement. This amendment provides for Consulting Engineering Construction Phase Services, Resident Inspection During Construction, and Integration Services for Headworks Improvements Construction with the consulting firm Black & Veatch of Kansas City, Missouri.

Discussion

With the approval of Amendment No. 8 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation", City staff, in conjunction with consulting engineer Black & Veatch and sub-consultant Olsson Associates, will proceed with Final Design Phase Services for North Interceptor Phase 2A and 2C (Broadwell Avenue to 7th/Sky Park Road & Lift Station No. 19 to Webb Road), as well as Bidding Phase Services for all 3 phases of the North Interceptor (Broadwell Avenue to 7th/Sky Park Road, Webb Road to Broadwell Avenue, and Lift Station No. 19 to Webb Road). Bidding Phase Services originally included in Amendment No. 5 for the North Interceptor will be deleted and combined with Amendment No. 8.

The cost increase for Amendment No. 8 is \$904,524.00, resulting in a revised agreement of \$7,334,476.00.

Alternatives

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

1. Move to.
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 by resolution the authorization to execute the Amendment No. 8 with Black & Veatch of Kansas City, Missouri for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation".

Sample Motion

Move to approve the resolution.

**AMENDMENT NO. 8
TO AGREEMENT BETWEEN
CITY OF GRAND ISLAND
AND
BLACK & VEATCH CORPORATION
FOR PROFESSIONAL SERVICES
FOR
Consulting Engineering Services for the WWTP and Collection System Rehabilitation**

THIS IS AN AMENDMENT made as of _____, 2013 to the Agreement between City of Grand Island (OWNER) and Black & Veatch Corporation (ENGINEER) dated October 17, 2011, and entitled Consulting Engineering Services for the WWTP and Collection System Rehabilitation. OWNER and ENGINEER agree to amend such Agreement as follows:

ARTICLE 3 – SERVICES TO BE PERFORMED BY ENGINEER

The scope of services for this amendment includes the following services:

- 1. North Interceptor (Broadwell to 7th/Skypark Road - Phase 2A) – Final Design Phase Services.**
- 2. North Interceptor (LS 19 to Webb - Phase 2C) – Final Design Phase Services.**
- 3. North Interceptor (LS 19 to 7th/Skypark Road – Phases 2A, 2B, and 2C) – Bidding Phase Services.** Note – Task 3.8.2 Phase 2B Bidding Phase Services will be deleted from Amendment 5 and combined with this amendment.

The Scope of Services as described in Attachment A – Scope of Services shall be amended to include the following:

Task 3.7 – Final Design – North Interceptor (LS 19 to 7th/Skypark Road – Phase 2)

General

The scope of services for this Amendment includes engineering services in connection with detailed design and bidding of North Interceptor Sewer Phase 2A – Broadwell to 7th/Skypark Road and Phase 2C – LS 19 to Webb. Phase 2B final design services were included in Amendment 5. Phases 2A, 2B, 2C will be combined into one construction document package for bidding and construction. As outlined in this Amendment, the scope of services is based on the following additions, modifications, and/or changes to the North Interceptor:

Phase 2A – Broadwell to 7th/Skypark Road

Phase 2B – Webb to Broadwell (included in Amendment 5)

Phase 2C – LS 19 to Webb

Task 3.7.1 – 60% Contract Document Development

Task 3.7.1.1 - 60% Contract Documents Development Phase 2A

Objective: Prepare 60% contract documents for the construction of the improvements identified herein.

Subtasks:

1. Contract Plans and Specifications.

- a. Produce project drawings for Phase 2A to include:
 1. Title Sheet, (included in Phase 2B)
 2. Site Plans (included in Phase 2B)
 3. Legends and Symbols Lists (included in Phase 2B)
 4. Standard Detail Sheets, (included in Phase 2B)
 5. Construction Drawings, 6
 6. Plan and Profile Sheets, 27
 7. Ditch Rehabilitation Plans, 4
 8. Traffic Control Plans, 9
 9. Utility Crossing Detail Plans, 2
 10. Erosion Control Plan Sheets, 14
 11. Capital Avenue Roadway & Storm Sewer Plan and Profile Sheets, 6
 12. Lift Station #2, 4, 8, 10, 13 & 15 Sheets, 59

A total of approximately one hundred six (127) drawings are anticipated in the final set of drawings for Phase 2A. It is anticipated that drawings for Items 1.a.1,2,6,7,8,9, 11, and 12 will be submitted for review with the 60% review documents.

- b. Produce draft contract specifications document including: (1) OWNER standard “front-end” contract documents which include Table of Contents, Invitation to Bid, Instructions to Bidders, Bid Forms, Bond Forms, Certificate of Compliance with Fair Labor Standards, List of Subcontractors, Questionnaires, the Agreement, Nebraska Performance Bond, Nebraska Payment Bond, Insurance Certificates, General Conditions, Supplementary Conditions, and Exhibit A that lists the duties, responsibilities and limitations of the authority of the resident project representative, (2) OWNER’s forms, (3) Division 1 specifications, and (4) technical specifications.
2. Quality Assurance/Quality Control Review. ENGINEER shall conduct an internal quality assurance/quality control review of the 60% contract documents.
 3. 60% Design Development Review Workshop. ENGINEER shall submit eight (8) copies of the 60% Design Contract Documents to the OWNER for review, one (1) electronic copy in PDF format, and attend one (1) half-day workshop at the Grand Island Olsson Associate office to review the documents with OWNER’S Staff. All preliminary plan sets will be on 11-inch by 17-inch size paper at half scale. ENGINEER shall provide an updated opinion of probable construction costs at the workshop prepared to AACE Class 3 Level.
 4. Easement Acquisition. ENGINEER shall complete items associated with the permanent and temporary easement acquisition for the tracts along the Phase 2A of the sanitary sewer route. It is anticipated that there are twelve (12) tracts with a total of eleven (11) individual landowners from which easements (one (1) temporary and one (1) permanent for each tract) will be required. Subtasks to be completed include:
 - a. ENGINEER shall prepare legal descriptions and tract drawings for the permanent and temporary easements required from each of the impacted tracts.
 - b. ENGINEER shall perform a title search and have an appraisal completed for each of the impacted tracts for use in the acquisition of the temporary and/or permanent easement.

A review appraisal will need to be completed for any tracts in which the easement value is in excess of \$10,000. It is anticipated that a total of five (5) review appraisals will need to be completed.

5. Lift Station Elimination Analysis and Design. ENGINEER will prepare plan and profile and detail drawings for gravity sewers between the Phase 2 North Interceptor and the existing lift stations to allow elimination of Lift Stations 2, 4, 8, 10, 13 and 15. Plans will include detailed connections for the existing lift stations and a decommissioning plan for each lift station. Lift Stations 2, 4, & 8 are located in the Phase 2B section of the North Interceptor. Lift Stations 10 & 13 are located in Phase 2A. Lift Stations 2, 4, 8, 10, 13 and 15 elimination will be included as bid alternate items in the bidding documents. Design will include site surveying and geotechnical borings and investigations required for final design in accordance with the Preliminary Design Scope of Services Task 3.6, Subtask 2 and 3 respectively in Amendment 5. A supplement to the Initial Site Assessment (ISA) will be prepared for Phase 2 in Task 3.6, Subtask 4.
6. Storm Water Management Plan. A stormwater management plan (SWMP) will be prepared for work along the Phase 2A route.. The SWMP will be prepared and a draft of the document will be included in the project specifications.
7. Construction Sequencing Plan. A construction sequencing plan will be prepared outlining the proposed timing and sequence of Phases 2A, 2B, and 2C. A project schedule and estimated capital expenditure schedule will be prepared including anticipated milestone, early start, and late start construction timeframes. The draft plan will be included with the 60% submittal and finalized for the 90% and Final submittals.
8. Traffic Control Plans. Plans will be prepared for the maintenance of traffic during construction of the project. The plans will be prepared in conformance with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) and shall also be prepared under the direction of an American Traffic Safety Services Association (ATSSA) certified individual.

Task 3.7.1.2 - 60% Contract Documents Development Phase 2B (Included in Amendment 5)

Task 3.7.1.3 - 60% Contract Documents Development Phase 2C

Objective: Prepare 90% contract documents for the construction of the improvements identified herein.

Subtasks:

1. Contract Plans and Specifications.

- a. Produce project drawings for Phase 2C to include:
 - 1. Title Sheet, (included with Phase 2B)
 - 2. Site Plans (included with Phase 2B)
 - 3. Legends and Symbols Lists, (included with Phase 2B)
 - 4. Standard Detail Sheets, (included with Phase 2B)
 - 5. Construction Drawings, 3
 - 6. Plan and Profile Sheets, 5
 - 7. Traffic Control Plans, 2
 - 8. Utility Crossing Detail Plans, 2
 - 9. Erosion Control Plan Sheets, 2

A total of approximately fourteen (14) drawings are anticipated in the final design drawings for Phase 2C. It is anticipated that drawings for Items a.1,2,6,7, and 8 will be submitted for review with the 60% review documents.

- b. Produce draft contract specifications document including: (1) OWNER standard "front-end" contract documents which include Table of Contents, Invitation to Bid, Instructions to Bidders, Bid Forms, Bond Forms, Certificate of Compliance with Fair Labor Standards, List of Subcontractors, Questionnaires, the Agreement, Nebraska Performance Bond, Nebraska Payment Bond, Insurance Certificates, General Conditions, Supplementary Conditions, and Exhibit A that lists the duties, responsibilities and limitations of the authority of the resident project representative, (2) OWNER's forms, (3) Division 1 specifications, and (4) technical specifications.
2. Quality Assurance/Quality Control Review. ENGINEER shall conduct an internal quality assurance/quality control review of the 60% contract documents.
3. 60% Design Development Review Workshop. ENGINEER shall submit eight (8) copies of the 60% Design Contract Documents to the OWNER for review, one (1) electronic copy in PDF format, and attend one (1) half-day workshop at the Grand Island Olsson Associate office to review the documents with OWNER'S Staff. All preliminary plan sets will be on 11-inch by 17-inch size paper at half scale. ENGINEER shall provide an updated opinion of probable construction costs at the workshop prepared to AACE Class 3 Level. Workshop will be in conjunction with Phase 2A and 2B 60% design workshop.
4. Easement Acquisition. ENGINEER shall complete items associated with the permanent and temporary easement acquisition for the tracts along the Phase 2C of the sanitary sewer route. It is anticipated that there are thirteen (13) tracts with a total of four (4) individual landowners from which easements (one (1) temporary and one (1) permanent for each tract) will be required. Subtasks to be completed include:

- a. ENGINEER shall prepare legal descriptions and tract drawings for the permanent and temporary easements required from each of the impacted tracts.
 - b. ENGINEER shall perform a title search and have an appraisal completed for each of the impacted tracts for use in the acquisition of the temporary and/or permanent easement. A review appraisal will need to be completed for any tracts in which the easement value is in excess of \$10,000. It is anticipated that a total of five (5) review appraisals will need to be completed.
5. Lift Station Elimination Design. ENGINEER will prepare plan and profile and detail drawings for gravity sewers between the Phase 2 North Interceptor and the existing lift station to allow elimination of Lift Stations 19. Plans will include detailed connections for the existing lift station and a decommissioning plan. Lift Stations 19 elimination will be included in the base bid of the bidding documents. Design will include site surveying and geotechnical investigations required for final design in accordance with the Preliminary Design Scope of Services Task 3.6, Subtask 2 and 3 respectively in Amendment 5.
 6. Storm Water Management Plan. A stormwater management plan (SWMP) will be prepared for work along the Phase 2C route.. The SWMP will be prepared and a draft of the document will be included in the project specifications.
 7. Traffic Control Plans. Plans will be prepared for the maintenance of traffic during construction of the project. The plans will be prepared in conformance with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) and shall also be prepared under the direction of an American Traffic Safety Services Association (ATSSA) certified individual.

Task 3.7.2 – 90% Contract Document Development

Task 3.7.2.1 - 90% Contract Documents Development Phase 2A

Objective: Prepare 90% contract documents for the construction of the improvements identified herein.

Subtasks:

1. Contract Plans and Specifications.

- a. Prepare 90% project drawings for Phase 2A.
It is anticipated that all drawings will be submitted for review with the 90% review documents.
 - b. Produce complete draft contract specifications document including: (1) OWNER standard “front-end” contract documents which include Table of Contents, Invitation to Bid, Instructions to Bidders, Bid Forms, Bond Forms, Certificate of Compliance with Fair Labor Standards, List of Subcontractors, Questionnaires, the Agreement, Nebraska Performance Bond, Nebraska Payment Bond, Insurance Certificates, General Conditions, Supplementary Conditions, and Exhibit A that lists the duties, responsibilities and limitations of the authority of the resident project representative, (2) OWNER’s forms, (3) Division 1 specifications, and (4) technical specifications.
2. Quality Assurance/Quality Control Review. ENGINEER shall conduct an internal quality assurance/quality control review of the 90% contract documents.

3. 90% Design Development Review Workshop. ENGINEER shall submit eight (8) copies of the 90% Design Contract Documents to the OWNER for review, one (1) electronic copy in PDF format, and attend one (1) half-day workshop at the Grand Island Olsson Associate office to review the documents with OWNER'S Staff. All preliminary plan sets will be on 11-inch by 17-inch size paper at half scale. ENGINEER shall provide an updated opinion of probable construction costs at the workshop prepared to AACE Class 2 Level.
4. Easement Acquisition. ENGINEER shall complete items associated with the permanent and temporary easement acquisition for the tracts along the Phase 2A of the sanitary sewer route.
 - a. ENGINEER shall assist the OWNER in the negotiations for the acquisition of the temporary and/or permanent easements. ENGINEER will prepare the easement documents, present, explain offers, answer related questions and secure signatures from interested parties. ENGINEER will attempt to meet with each property owner (assumed eleven (11) property owners). Three (3) meetings are anticipated with each property owner.
 - b. ENGINEER will perform the ROW negotiation services in accordance with the OWNER'S procedures. The goal will be to acquire the necessary right-of- way through amicable negotiations. If condemnation is required, ENGINEER will deliver the parcel files to the OWNER and be available for consultation or condemnation testimony.
 - c. ENGINEER will submit signed purchase agreements, deeds, and temporary easements, along with a payment transmittal letter to OWNER. The OWNER will approve all signed purchase agreements and easement documents and will make payments to each property owner and tenant, if necessary. OWNER will record the deeds at the County Courthouse in the county of the affected properties, and provide copies of the recorded documents and payment vouchers or checks to the ENGINEER in order to complete the acquisition file.

Task 3.7.2.2 - 90% Contract Documents Development Phase 2B (Included in Amendment 5)

Task 3.7.2.3 - 90% Contract Documents Development Phase 2C

Objective: Prepare 90% contract documents for the construction of the improvements identified herein.

Subtasks:

1. Contract Plans and Specifications.
 - a. Prepare project drawings for Phase 2C.
It is anticipated that all drawings will be submitted for review with the 90% review documents.
 - b. Produce complete draft contract specifications document including: (1) OWNER standard "front-end" contract documents which include Table of Contents, Invitation to Bid, Instructions to Bidders, Bid Forms, Bond Forms, Certificate of Compliance with Fair Labor Standards, List of Subcontractors, Questionnaires, the Agreement, Nebraska Performance Bond, Nebraska Payment Bond, Insurance Certificates, General Conditions, Supplementary Conditions, and Exhibit A that lists the duties, responsibilities and limitations of the authority of the resident project representative, (2) OWNER's forms, (3) Division 1 specifications, and (4) technical specifications.
2. Quality Assurance/Quality Control Review. ENGINEER shall conduct an internal quality assurance/quality control review of the 90% contract documents.
3. 90% Design Development Review Workshop. ENGINEER shall submit eight (8) copies of the 90% Design Contract Documents to the OWNER for review, one (1) electronic copy in PDF format, and attend one (1) half-day workshop at the Grand Island Olsson Associate office to review the documents with OWNER'S Staff. All preliminary plan sets will be on 11-inch by 17-inch size paper at half scale. ENGINEER shall provide an updated opinion of probable construction costs at the workshop prepared to AACE Class 2 Level. Workshop will be conducted in conjunction with the Phase 2A and 2B workshop.
4. Easement Acquisition. ENGINEER shall complete items associated with the permanent and temporary easement acquisition for the tracts along the Phase 2C of the sanitary sewer route.
 - a. ENGINEER shall assist the OWNER in the negotiations for the acquisition of the temporary and/or permanent easements. ENGINEER will prepare the easement documents, present, explain offers, answer related questions and secure signatures from interested parties. ENGINEER will attempt to meet with each property owner (assumed four (4) property owners). Three (3) meetings are anticipated with each property owner.
 - b. ENGINEER will perform the ROW negotiation services in accordance with the OWNER'S procedures. The goal will be to acquire the necessary right-of- way through amicable negotiations. If condemnation is required, ENGINEER will deliver the parcel files to the OWNER and be available for consultation or condemnation testimony.

- c. ENGINEER will submit signed purchase agreements, deeds, and temporary easements, along with a payment transmittal letter to OWNER. The OWNER will approve all signed purchase agreements and easement documents and will make payments to each property owner and tenant, if necessary. OWNER will record the deeds at the County Courthouse in the county of the affected properties, and provide copies of the recorded documents and payment vouchers or checks to the ENGINEER in order to complete the acquisition file.

Task 3.7.3 – Final Contract Documents

Task 3.7.3.1 - Final Contract Documents Phase 2A

Objective: Finalize contract documents for the construction of the PROJECT by a single General Contractor bidding on a unit price basis.

Subtasks:

1. Contract Plans and Specifications. Integrate OWNER and internal quality control comments into contract documents to finalize bidding documents. Submit four (4) sets of documents including specifications, half size (11"x17"), and full sized plans (22"x34"), two (2) electronic copies in PDF format, and two (2) electronic copies of the drawings in AutoCAD 2008 format.
2. Prepare Final Opinion of Probable Construction Cost. Prepare final opinion of probable construction cost based on bidding documents to AACE Class 2 Level detail. ENGINEER shall use past project experience, equipment manufacturer's quotes, and internal cost information to develop opinion of cost.
3. Obtain Project Approvals. ENGINEER shall assist in obtaining approval from the governmental authorities having jurisdiction over the design criteria of the PROJECT, consisting of any required correspondence and the attendance of one (1) meeting, if required, with the appropriate governmental agencies. ENGINEER shall prepare sealed documents for review by NDEQ.

Task 3.7.3.2 - Final Contract Documents Phase 2B (Additional Services)

The final design of Phase 2B was included in Amendment 5, however the following scope item is added to this amendment as follows:

Objective: Coordinate with the Nebraska Department of Administrative Services (NEDAS) on the landscaping plan and the improvements to the fencing and sidewalk at the Anderson Building as part of the easement/right-of-way acquisition

Subtasks:

1. Nebraska Department of Administrative Services Coordination. Coordinate with NEDAS on any needed modifications to the landscaping plan and windbreak tree plan that was previously prepared. Coordinate with NEDAS on any needed revisions to the fence and sidewalk relocation for the Anderson Building. Assist NEDAS on securing contractors and providing some minor direction during construction. Provide staking for landscaping plan, new fence location, and new sidewalk location.

Task 3.7.3.3 - Final Contract Documents Phase 2C

Objective: Finalize contract documents for the construction of the PROJECT by a single General Contractor bidding on a unit price basis.

Subtasks:

2. Contract Plans and Specifications. Integrate OWNER and internal quality control comments into contract documents to finalize bidding documents. Submit four (4) sets of documents including specifications, half size (11"x17"), and full sized plans (22"x34"), two (2) electronic copies in PDF format, and two (2) electronic copies of the drawings in AutoCAD 2008 format.
3. Prepare Final Opinion of Probable Construction Cost. Prepare final opinion of probable construction cost based on bidding documents to AACE Class 2 Level detail. ENGINEER shall use past project experience, equipment manufacturer's quotes, and internal cost information to develop opinion of cost.
4. Obtain Project Approvals. ENGINEER shall assist in obtaining approval from the governmental authorities having jurisdiction over the design criteria of the PROJECT, consisting of any required correspondence and the attendance of one (1) meeting, if required, with the appropriate governmental agencies. ENGINEER shall prepare sealed documents for review by NDEQ.

Task 3.8 – Bidding Phase Services – North Interceptor (LS 19 to 7th/Skypark Road – Phase 2)

Objective: Provide bidding phase support services to the OWNER during advertisement of Phase 2 of the North Interceptor (LS 19 to 7th/Skypark Road) project.

Subtasks:

1. Distribute Documents. Assist the OWNER in establishing a bid opening date and distribute project drawings and contract specifications in accordance with OWNER's procedures to all interested parties and clearinghouses. Document distribution may be on a third-party plan distribution website as approved by OWNER.
2. Pre-Bid Conference. Assist with, at a date and time selected and a place provided by OWNER, a pre-bid conference to:
 - a. Instruct prospective bidders and suppliers as to the types of information required by the Contract Documents and the format in which bids should be presented.
 - b. Review special project requirements and Contract Documents in general.
 - c. Receive requests for interpretations that will be issued to plan holders.
 - d. OWNER personnel will prepare minutes of conference and issue to plan holders.
3. Answer Bidders Questions. Interpret questions from prospective bidders regarding the construction Contract Documents (assumed 40 hours total)
4. Prepare and Issue Addenda. Prepare addenda (2 assumed) to the construction Contract Documents when required. OWNER will issue any addenda to plan holders.
5. Evaluate Bids and Recommend Award.
 - a. Assist the OWNER in reviewing the bids for completeness and accuracy.
 - b. Examine the questionnaire to identify any supplier whose equipment or materials may not conform to the construction Contract Documents. The list of subcontractors will also be reviewed.
 - c. Prepare and distribute formal bid tabulation sheets, evaluate bids, and make written recommendations to OWNER concerning qualifications of the apparent low bidder.
 - d. Assistance with bid protests and rebidding will be considered a supplemental service.

Task 3.8.2 – Bidding Phase Services Phase 2B (Included in Amendment 5) – Delete this task in its entirety.

Task 3.9.1 – Construction Phase Services – North Interceptor (LS 19 to 7th/Skypark Road – Phase 2) (To be included in a future amendment)

Task 3.9.2 – Resident Inspection Services during Construction – North Interceptor (LS 19 to 7th/Skypark Road – Phase 2) (To be included in a future amendment)

ARTICLE 4 – COMPENSATION

4.1 The total amount of payments for services and Reimbursable Expenses in accordance with Attachment B-1, Compensation shall be changed from \$6,429,952 to \$7,334,476,231,872 representing an increase of \$904,524,801,920. The estimated fee for each task is as follows:

Task 3.7 Final Design Services – North Interceptor (LS 19 to 7th/Skypark Road – Phases 2A and 2C) \$886,937,784,333

Task 3.8 Bidding Phase Services – North Interceptor (LS 19 to 7th/Skypark Road – Phase 2) \$35,852

Delete Task 3.8.2 Bidding Phase Services – North Interceptor (Webb to Broadwell – Phase 2B) in Amendment 5 (\$18,265).

All other provisions of the Agreement shall remain the same.

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

OWNER:

ENGINEER:

CITY OF GRAND ISLAND, NEBRASKA

BLACK & VEATCH CORPORATION

By: _____

By: _____

Title: _____

Title: _____

RESOLUTION 2013-400

WHEREAS, on October 11, 2012 Grand Island City Council, by Resolution No. 2011-307, approved the consulting agreement with Black & Veatch of Kansas City, Missouri; for project management, collection system master planning and conceptual designs for the Northeast Interceptor sewer, Collection System rehabilitation and Wastewater Treatment rehabilitation in the amount of \$1,121,160.00; and

WHEREAS, on April 24, 2012 Grand Island City Council, by Resolution No. 2012-111, approved Amendment No. 1 allowed for the continuation of the design effort to final design and bidding, in the amount of \$1,910,075.00; and

WHEREAS, on August 28, 2012 Grand Island City Council, by Resolution No. 2012-229, approved Amendment No. 2 to add CDBG guideline provisions, and provided for construction engineering services for the Lift Station No. 7 Improvements and 4th Street to 5th Street; Eddy Street to Vine Street rehabilitation, in the amount of \$53,000; and

WHEREAS, on November 13, 2012 Grand Island City Council, by Resolution No. 2012-329, approved Amendment No. 3 allowed for construction engineering services and resident inspection during construction for the 5th Street Sanitary Sewer Improvements, as well as for the South & West Sewer Interceptor Improvements with the consulting firm Black & Veatch of Kansas City, Missouri, in the amount of \$265,754.00; and

WHEREAS, on February 12, 2013 Grand Island City Council, by Resolution No. 2013-34, approved Amendment No. 4 allowed for the review to the "Report on Revenue Requirements, Cost of Service and Rates for Wastewater", in the amount of \$30,000; and

WHEREAS, on February 12, 2013 Grand Island City Council, by Resolution No. 2013-35, approved Amendment No. 5 allowed preliminary design engineering services in Phase II of the North Interceptor Sewer planning, and final bidding documents for Phase II-B North Interceptor Sewer with the consulting firm Black & Veatch of Kansas City, Missouri in the amount of \$451,896; and

WHEREAS, on May 14, 2013 Grand Island City Council, by Resolution No. 2013-148, approved Amendment No. 6 allowed fee compensation in engineering services that were not specifically identified in the original design agreement; Consulting Engineering Construction Phase Services, and Resident Inspection During Construction for Phase I; North Interceptor Sewer Construction, in the amount of \$719,617.00; and

WHEREAS, on May 14, 2013 Grand Island City Council, by Resolution No. 2013-149, approved Amendment No. 7, which provides for Consulting Engineering Construction Phase Services, Resident Inspection During Construction and Integration Services for Headworks Improvements Construction with the consulting firm Black & Veatch of Kansas City, in the amount of \$1,878,450.00; and

Approved as to Form	☐ _____
May 14, 2013	☐ City Attorney

WHEREAS, Amendment No. 8 will proceed with Final Design Phase Services for North Interceptor Phase 2A and 2C (Broadwell Avenue to 7th/Sky Park Road & Lift Station No. 19 to Webb Road), as well as Bidding Phase Services for all 3 phases of the North Interceptor (Broadwell Avenue to 7th/Sky Park Road, Webb Road to Broadwell Avenue, and Lift Station No. 19 to Webb Road). Bidding Phase Services originally included in Amendment No. 5 for the North Interceptor will be deleted and combined with Amendment No. 8; and

WHEREAS, the agreement cost increase for Amendment No. 8 is \$904,524.00, resulting in a revised agreement cost of \$7,334,476.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that such Amendment No. 8 to the agreement with Black & Veatch of Kansas City, Missouri is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Amendment No. 8 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 17, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk