



City of Grand Island

Tuesday, August 25, 2009

Council Session

Item G18

#2009-203 - Approving Amendment Number 3 to Agreement with CH2MHill for Waste Water Comprehensive Plan Update

Staff Contact: Steve Riehle, City Engineer/Public Works Director

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: August 25, 2009

Subject: Approving Amendment Number 3 to Agreement for Waste Water Comprehensive Plan Update

Item #'s: G-18

Presenter(s): Steven P. Riehle, Public Works Director

Background

CH2M Hill, Inc. of Englewood, Colorado was hired to update the Waste Water Comprehensive Plan under an agreement for \$346,200 that was approved by the council on October 11, 2005.

Amendment number 1 to the agreement was approved by the council on September 11, 2007. The amendment provided for changes in the scope of work including regulatory review, alternative analysis and odor evaluation. The agreement included no change in cost.

Amendment number 2 to the agreement was approved by the council on April 28, 2009. The amendment provided for budget and schedule modifications. The cost of the agreement was \$35,038.

Discussion

The loadings to the treatment plant have changed significantly in the last year with the new JBS lagoon coming on-line in July of 2008 and the old lagoon coming back on-line in February of 2009. The Biochemical Oxygen Demand (BOD) loading on the plant has reduced significantly, changing the carbon to nitrogen ratio of the plant's waste water, reducing the plant's ability to de-nitrify, and increasing the difficulty of treatment. Future cost savings options to deal with this loading change were discussed during an alternatives evaluation workshop on July 14, 2009.

Amendment number 3 with CH2M Hill, Inc. provides for consulting services to evaluate those options and make recommendations that will be used in the comprehensive plan as

well as the upcoming design of aeration basin improvements. The services include analysis of split streams of waste water flows from JBS, future regulatory requirements regarding nutrient loadings, and modeling the impact of the options. The possible options are important because they can result in a capital improvements plan that can save millions of dollars.

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

Public Works Administration recommends that the Council approve the resolution authorizing the Mayor to execute the Amendment.

Sample Motion

Move to approve Amendment Number 3 with CH2M Hill, Inc. of Englewood, Colorado under the Standard Agreement for Professional Services dated October 18, 2005.

**AMENDMENT NO. 3 to STANDARD AGREEMENT FOR
PROFESSIONAL SERVICES DATED 18 OCTOBER 2005**

CH2M HILL's Office Address: 9193 S. Jamaica St., Englewood, CO 80112

Project Name: Wastewater Collection and Treatment System – Comprehensive Plan Update CH2M HILL Project: 335802
No.:

Client: City of Grand Island, NE

Address: 100 East First Street, Box 1968, Grand Island, NE 68802-1968

CLIENT requests and authorizes CH2M HILL to perform the following services:

Scope:

AMENDMENT NO. 3 will hereby modify the original Standard Agreement for Professional Services, dated 18 October 2005, as amended through AMENDMENT NO. 1, dated 11 September 2007, and AMENDMENT NO. 2, dated 28 April 2009. AMENDMENT NO. 3 represents scope, budget, and schedule modifications for ENGINEER to perform additional analysis to explore opportunities to utilize a split stream of wastewater flow from JBS in an effort to minimize capital improvement program project needs to meet existing and anticipated future regulatory requirements through the project planning horizon. The scope of services will hereby be amended to add the following work.

ENGINEER will prepare a request for information to be distributed by the CITY to JBS to request information relative to the JBS facility and wastewater sources from unit processes within the JBS facility. ENGINEER will review the information provided to evaluate potential wastewater split stream sources from within the JBS facility. The intent of the evaluation is to attempt to identify a highly concentrated split stream wastewater source that will increase the carbon to nitrogen ratio of the wastewater influent into the CITY's wastewater treatment plant to promote denitrification.

ENGINEER will organize and participate in up to a one-day site visit to tour the JBS facility with CITY and JBS staff to support the aforementioned evaluation. ENGINEER participants in the site visit will be limited to the Project Manager, Lead Engineer, and Senior Technical Consultant. Following the site visit, ENGINEER will prepare protocols for the collection and laboratory analyses of wastewater samples from potential split stream sources. It is assumed that the samples will be collected by JBS staff who will provide these samples to the CITY who will perform the laboratory analysis and provide results to the ENGINEER.

ENGINEER will evaluate the results of the laboratory analysis of samples collected and provide recommendations for wastewater split stream supply sources and flow quantity from JBS. ENGINEER will perform PRO2D modeling to support the evaluation and assess impacts to CITY's wastewater treatment plant unit processes and compliance with existing and anticipated future regulatory requirements. ENGINEER will estimate the size of recommended improvements necessary to convey the split stream to the CITY's wastewater treatment plant for the preferred split stream supply source.

The results of the AMENDMENT NO. 3 evaluation will be incorporated into the alternatives evaluation and prioritized capital improvement program (CIP) project list being prepared as part of the originally contracted scope of services as amended through AMENDMENT NO. 1 and AMENDMENT NO. 2. This AMENDMENT NO. 3 scope of services does not include assistance in negotiating with JBS regarding the split stream source nor industrial permitting support.

Compensation by CLIENT to CH2M HILL will be on the basis of:

Per conditions of the original contract dated 18 October 2005.

Original Contract value:	\$346,200
AMENDMENT NO. 1:	No cost change – Incorporated Scope and Schedule Modifications
AMENDMENT NO. 2:	\$35,038
AMENDMENT NO. 3:	\$24,880
Total Revised Contract Amount:	\$406,118

Other Terms:

The project schedule shall be extended to December 31, 2009. The schedule assumes that Amendment No. 3 will be approved by City Council at the regularly scheduled August 11, 2009 City Council meeting. A detailed schedule to complete this project will be prepared by ENGINEER and forwarded to the CITY following receipt of the AMENDMENT NO. 3 notice to proceed. It is further assumed that delays in receipt of requested information may result in the need to request future schedule modifications through a formal amendment.

Services covered by this AMENDMENT NO. 3 will be performed in accordance with the Provisions of the original Standard Agreement for Professional Services dated 18 October 2005 and any attachments or schedules. AMENDMENT NO. 3 shall supplement the previously executed AMENDMENT NO. 1 and AMENDMENT NO. 2 understandings and may only be changed by written amendment executed by both parties.

CLIENT:		CH2M HILL, INC.:	
Signature	_____	Signature	_____
Name (printed)	_____	Name (printed)	_____
Title	_____	Title	_____
Date	_____	Date	_____

R E S O L U T I O N 2009-203

WHEREAS, on October 11, 2005, by Resolution No. 2005-293, the City Council of the City of Grand Island approved an agreement with CH2M Hill, Inc. of Englewood, Colorado, in the amount of \$346,200, to perform engineering services for the Waste Water Comprehensive Plan Update; and

WHEREAS, on September 11, 2007 the City Council approved Amendment Number 1 with CH2M Hill, Inc. which modified the scope of the original contract without the appropriation of additional funds; and

WHEREAS, on April 28, 2009 the City Council approved Amendment Number 2 with CH2M Hill, Inc which accounts for schedule modifications and the associated fee adjustments , for a cost not to exceed \$35,038.00,

WHEREAS, city staff has negotiated Amendment Number 3 with CH2M Hill, Inc. which represents scope, budget and schedule modifications to perform additional analysis in order to minimize capital improvement program project needs, at an additional cost not to exceed \$24,880.00, for a revised total agreement price of \$406,118.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 3rd amendment to the agreement with CH2M Hill, Inc. of Englewood, Colorado is hereby approved.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, August 25, 2009.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
August 21, 2009 ☐ City Attorney