



City of Grand Island

Tuesday, August 28, 2012

Council Session

Item G11

#2012-229 - Approving Amendment No. 2 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch

Staff Contact: Terry Brown, Interim Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: August 28, 2012

Subject: Approving Amendment No. 2 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch

Item #'s: G-11

Presenter(s): Terry Brown, Interim Public Works Director

Background

On October 11, 2011 City Council approved 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.

On April 24, 2012 City Council approved Amendment No. 1 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.

Discussion

The City's Public Works Department has separate Community Development Block Grants (CDBG) that requires additional outsourced design disciplines.

Amendment No. 2 adds CDBG guideline provisions to the agreement, as well as provides construction engineering services for the Lift Station No. 7 Improvements and 4th Street to 5th Street; Eddy Street to Vine Street rehabilitation with the consulting firm Black & Veatch of Kansas City, Missouri.

For professional consulting services to be eligible under the CDBG guidelines the following provisions need established into consultants agreement with the City:

Provisions requiring the consultant to maintain records and furnish reports, and
Compliance with Executive Order 11246, as amended, and
Title VI of the Civil Rights Act of 1964 clause, and
Section 109 of the Housing and Community Development Act of 1974 clause,
and
Section 3 compliance clause, and
Access to Records/Maintenance of Records clause, and
Age Discrimination Act of 1975, as amended, and
Section 504 of the Rehabilitation Act of 1973, as amended

The agreement cost increase for Amendment No. 2 is \$53,000.00, resulting in a revised agreement cost of \$3,084,235.00.

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 Amendment No. 2 to the original agreement with Black & Veatch of Kansas City, Missouri and pass a Resolution authorizing the Mayor to sign the amendment.

Sample Motion

Move to approve the resolution authorizing the Mayor to sign Amendment No. 2 with the consulting firm Black & Veatch of Kansas City, Missouri.

AMENDMENT NO. 2
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 _____, 2012 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 25- LOCAL, STATE, AND FEDERAL FUNDING

1. General

Pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

It would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein related to Lift Station #7 and Eddy to Vine Street, and such endeavor would tend to best accomplish the objectives of the local CDBG program.

2. Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 24 CFR 85.42(b)(c) and any such procedures that the City or the Department may prescribe. In general such records will include information pertaining to the agreement,

obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this agreement and work undertaken under this agreement shall be retained by the Consultant for a period of ten years after the final audit of the City CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and agreement.

3. Title VI of the Civil Rights Act of 1964.

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. Section 109 of the Housing and Community Development Act of 1974.

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

5. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities.

- a. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this agreement will comply with the provisions of said Section 3. The parties to this agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

6. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.).

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

7. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794).

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

8. Executive Order 11246, As Amended.

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

9. Conflict of Interest (24 CFR85.36(b)(3)).

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

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 \$3,031,235 (per Council Resolution 2011-307 dated October 11, 2011) to \$3,084,235, representing an increase of \$53,000.

ARTICLE 3 – SERVICES TO BE PERFORMED BY ENGINEER

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

1. Collection System Rehabilitation – Construction Phase Services for Lift Station #7.

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

TASK 4.4 - CONSTRUCTION PHASE SERVICES

Task 4.4.1 – Construction Phase Services - Lift Station #7

ENGINEER shall not have the authority or the responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. ENGINEER shall not have authority or responsibility for safety precautions and programs incidental to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Specific services to be performed by the ENGINEER for construction administration are as follows:

1. Pre-Construction Conference. At date and time selected by the City and at facilities provided by the City, conduct preconstruction conference. The ENGINEER shall prepare an agenda for the conference and record, prepare, and distribute minutes of the conference. The preconstruction conference will include a discussion of the Contractor's tentative schedule, procedures for transmittal and review of the Contractor's submittal, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid. Discussion regarding the Contractor's responsibilities for meeting and necessary requirements of the State and Federal Assurances and Requirements for the project included in the Contract Documents will be provided by the City's Contract Administrator.
2. Establish Baseline Survey/Grade and Alignment Survey Check. Establish field control points for Contractor to use for surveying alignment and grade for the sewer line. Perform necessary survey checks of Contractor installations at critical locations and times during construction. This activity will not relieve the Contractor of the Contractor's overall responsibility to perform the work in accordance with the Contract Documents. A final as-constructed survey will verify selected elevations and horizontal locations of information provided on the Contractor's record drawings.
3. Construction Administration. Provide general administration services to facilitate and verify that the work by the Contractor is performed in general conformance with the Construction Documents. By performing the services, no authority or responsibility is assumed to supervise, direct, or control the Contractor's work or the Contractor's means, method, techniques, or procedures of construction.
4. Attend and Conduct Monthly Construction Progress Meetings. Attend and conduct regularly scheduled construction progress monthly meetings as required by the specifications. Engineer shall prepare agenda and record and distribute meeting minutes of each meeting. Meeting minutes shall include reviews and status of construction activities, construction schedule, requests for information, submittals, contract change requests, contract change orders, and budget reports. The anticipated monthly progress meetings are:

Lift Station #7 -

Two (2) meetings

5. Schedule Reviews. Review and comments on the Contractor's initial and updated construction schedule(s) and advise City as to acceptability. Review and analyze Contractor's construction schedule(s), activity sequences, and construction procedures with regard to City's ability to keep existing facilities in operation.

6. Periodic Site Visits. Make periodic site visits to the construction site to observe progress of the work and consult with the City and Contractor concerning problems and/or progress of the work.
7. Investigate/Negotiate Contractor Claim. Investigate and process all necessary construction change order justifications and related changes to the contract documents as may be necessary. Negotiate with the Contractor to assist in obtaining a fair price for the work. Said negotiations will be subject to the approval of the City.
8. Administer Change Orders. Review documentation and administer the processing of change orders, including applications for extensions of construction time. Documentation will be provided by Resident Project Representative and Contractor.
9. Review Monthly Contractor Pay Requests. Review and process the Contractor's monthly payment requests and forward them to the City for approval. Review will be for the purpose of making a full independent mathematical of the Contractor's payment request. Resident Project Representative will be responsible for reviewing and verifying the quantities of work which are the basis of the payment request.
10. Review Contractor's Submittals. Review Contractor's submittals, shop drawings, and other data submitted by the Contractor as required by the construction contract documents. Review will be for general conformity to the construction contract drawings and specifications for the contract, and will not relieve the Contractor of any of his contractual responsibilities. Such review will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
11. Substantial Completion Inspection. Upon request for Substantial Completion, inspect the construction work for compliance with the Contract Documents and prepare a listing of those items to be completed or corrected before final completion of the contract. Submit results of the inspection to the City and Contractor.
12. Final Completion Inspection. Upon completion or correction of the items of work on the punch list, conduct final inspection to determine whether the work is complete. Provide written recommendations concerning final payment to the City including a list of items, if any, to be completed prior to the making of such payment.
13. Prepare Conformed Construction Record Documents. Upon completion of the project, revise the construction drawings to conform to the construction records. Conformed to construction record documents will be provided to the City in electronic PDF format and AutoCAD format.
14. Warranty Inspections. Conduct an inspection during the one-year warranty period at a date to be determined by the City to identify defects of the work that need to be addressed or corrected. As necessary, a formal request will be forwarded to the Contractor requesting corrective action.

TASK 4.5 – RESIDENT OBSERVATION SERVICES DURING CONSTRUCTION

Task 4.5.1 – Resident Observation Services During Construction - Lift Station #7

ENGINEER, through sub-consultant, shall furnish a Resident Project Representative (RPR) under the project work plan for construction of the work for a cumulative total of the following man hours:

Lift Station #7 -

360 hours

The man hours are based on an estimated construction length of 12 weeks with an average of 30 hours per week of observation time. Time for meetings, reports, testing, and project close-out items are in addition to the above listed hours.

The RPR will observe the Contractor's work and perform the services listed below. The RPR shall not have the responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the ENGINEER. This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have the sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. Specific services performed by the RPR are as follows:

1. Site Observations and Liaison. Conduct onsite observations on a part-time or full-time basis, depending on the project and work being performed, of the general progress of the work to assist ENGINEER in determining if the work is proceeding in accordance with the construction contract documents. Observe pertinent site conditions when Contractor(s) maintain that differing subsurface and physical conditions have been encountered, and document actual site conditions.

Working principally through Contractor's superintendent, assist ENGINEER in providing interpretation of the construction contract documents. Transmit ENGINEER's clarifications and interpretations of the construction contract documents to the Contractor. When Contractor's operations affect City's onsite operations, assist in obtaining from City additional details or information when required at the jobsite for proper execution of the work. Advise ENGINEER and Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been previously reviewed and accepted by the ENGINEER. Monitor changes of apparent integrity of the site resulting from construction related activities. Assist in coordinating and scheduling of utility activities to minimize conflicts with City's activities. Coordinate onsite materials and other field testing services during construction. Provide copies of tests performed and results to ENGINEER and City for review and information.

2. Meetings, Reports, and Documents. Attend the preconstruction conference. Attend monthly progress meetings, and other meetings with the City and the Contractor when necessary, to review and discuss construction procedures and progress scheduling, consulting management procedures, and other matters concerning the project. Submit to ENGINEER and City daily/weekly construction progress reports containing a summary of the Contractor's progress, general condition of the work, problems, and resolutions or proposed resolutions to problems. Report to ENGINEER and City regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment and advise ENGINEER whether the work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval. Review applications for payment with Contractor for compliance with the established procedure for their submission, and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of

values, work completed, and materials and equipment delivered at the site, but not incorporated into the work. Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. Maintain a daily diary or log book of events at the jobsite. Provide a copy of the daily diary to ENGINEER and City upon completion of the project.

3. Observe Contractor's Field Tests. Observe field tests of equipment, soils compaction, concrete, structures, and piping, and review the resulting reports, commenting to ENGINEER, as appropriate. Report to ENGINEER, giving opinions and suggestions based on the Resident Project Representative's observations regarding the defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts. Visually inspect materials, equipment, and supplies delivered to the worksite. Recommend to the ENGINEER the rejection of materials, equipment, and supplies, which do not conform to the construction contract documents.
4. Geotechnical/Testing Services. Coordinate field soils and concrete testing as required or requested by the ENGINEER and City. Based on the estimate of the required number of tests, the following scope of test services is anticipated:

Lift Station #7

Backfill field density tests -	10 tests
Concrete sets of cylinder casts and tests -	3 sets and tests
Standard Proctor and Atterberg limit tests -	1 test

Plus supervision, data review, and reports

5. Completion/Inspections. Assist ENGINEER and City in Certification of Substantial Completion. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction. Assist ENGINEER and City in conducting a final inspection in the company of City and Contractor, and prepare a final list of items to be completed or corrected. Verify that all items on the final list have been completed or corrected and make recommendations to ENGINEER and City for determining final acceptance.

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: Jay Vavricek, Mayor

Title: Senior Vice President

Date: _____

Date: _____

Attest: _____

Date: _____

RaNae Edwards, City Clerk

The Amendment is in due form according to law and is hereby approved.

Date: _____

Jason Eley, City Attorney

RESOLUTION 2012-229

WHEREAS, On October 11, 2011 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, and

WHEREAS, The City's Public Works Department has separate Community Development Block Grants (CDBG) that requires additional outsourced design disciplines; and

WHEREAS, Amendment No. 2 adds CDBG guideline provisions, as well as provides construction engineering services for the Lift Station No. 7 Improvements and 4th Street to 5th Street; Eddy Street to Vine Street rehabilitation to the agreement with the consulting firm Black & Veatch of Kansas City, Missouri; and

WHEREAS, the agreement cost increase for Amendment No. 2 is \$53,000.00, resulting in a revised agreement cost of \$3,084,235.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 2 adds provisions to the consulting agreement for such consulting services to be eligible in providing design disciplines developing Community Development Block Grant Projects.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such amendment 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 28, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 14, 2012	☐ City Attorney