



City of Grand Island

Tuesday, November 13, 2012

Council Session

Item G16

#2012-329 - Approving Amendment No. 3 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: November 13, 2012

Subject: Approving Amendment No. 3 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch

Item #'s: G-16

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

Background

On October 11, 2011 City Council approved, by Resolution No. 2011-307, 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, by Resolution No. 2012-111 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.

At the August 28, 2012 City Council meeting Resolution No. 2012-229 was approved for Amendment No. 2 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.

Discussion

Amendment No. 3 provides 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.

The agreement cost increase for Amendment No. 3 is \$265,754.00, resulting in a revised agreement cost of \$3,349,989.00.

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. 3 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. 3 with the consulting firm Black & Veatch of Kansas City, Missouri.

AMENDMENT NO. 3
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 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 \$3,084,235 (per Council Resolution 2011-307 dated October 11, 2011) to \$3,349,989 representing an increase of \$265,754. The compensation by Task shall be as follows:

- | | |
|--|-----------|
| 1. Task 4.6 – Construction Phase Services – 5 th Street Sanitary Sewer Improvements | \$81,747 |
| 2. Task 4.7 – Resident Inspection During Construction – 5 th St Sanitary Sewer Imp | \$114,703 |
| 3. Task 4.8 – Construction Phase Services – South & West Interceptor Sewer Imp | \$45,908 |
| 4. Task 4.9 – Resident Inspection During Construction – S & W Interceptor Imp | \$23,396 |

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 5th Street Sanitary Sewer Improvements and West & South Interceptor Sewer Improvements.

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

Task 4.6 – Construction Phase Services – 5th Street Sanitary Sewer Improvements

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. Construction Staking and Alignment Survey Check. Establish field control points for Contractor to use in constructing the project. The points will be offset stakes at 50' intervals for the sanitary sewer line along 5th Street as well as offset stakes for manholes and structures. Any re-staking of control points, benchmarks, and/or construction staking damaged or destroyed in the field shall be re-established at the expense of the Contractor. These activities 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. Incorporate limits of construction staking in critical boundary areas (A total of 20 hours will be budgeted for the limits of construction staking).

3. Construction Administration. Provide general administration services to facilitate 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:

5th Street Sanitary Sewer Improvements -

Five (5) 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.
15. Public Involvement. ENGINEER will arrange for and conduct an "open house" style public meeting to inform the public of the project and project timelines. This meeting will be held close to the pre-construction meeting of the project. The ENGINEER will also provide informational updates throughout the project (bi-weekly) for the CITY to post on the City's website and/or release to the press. A total of fourteen (14) bi-weekly updates are anticipated. Individual

landowner meetings are also anticipated during the construction of the project. A total of twenty (20) individual landowner meetings are anticipated.

16. Site Conditions. Provide recorded site condition prior to construction, this will be redundant to contractors recorded preconstruction site conditions. The ENGINEER should carefully check the relevant site details and record them in writing, in sketches and in photos which will be compiled into a condition report. This report is supplied to the CITY and may have to be given to neighboring property owners if their property is affected by the construction.

Task 4.7 – Resident Observation Services During Construction – 5th Street Sewer Sanitary Sewer Improvements Project

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:

5th Street Sanitary Sewer Improvements - 1,370 hours

The man hours are based on an estimated construction length of 28 weeks with an average of 49 hours per week of observation time. Time for meetings, reports, testing, and project close-out items are in addition to the above listed hours and are included in the estimated man hours for this task under separate sub-task items.

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. 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 and City 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 City's Representative, assist ENGINEER in providing interpretation of the construction contract documents. Transmit ENGINEER's clarifications and interpretations of the construction contract documents to the City's Representative. 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 City's Representative or its Public Works Engineer 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 and document field tests of equipment, soils compaction, concrete, structures, and systems including but not limited to; lamping, air, exfiltration, mandrel testing, 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:

5 th Street Sanitary Sewer Improvements	
Backfill field density tests -	430 tests
Concrete sets of cylinder casts and tests -	57 sets and tests
Standard Proctor and Atterberg limit tests -	5 tests
Sieves (Pipe Bedding Material) -	2 tests

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.

6. Isolation / By-Passing / Discharging / Street Closing. The RPR shall not authorize any Wastewater Utility systems isolation, by-passing, or discharging. The City's Owner Representative shall be notified of the requirement to isolate, by-pass, or discharge. The RPR shall assist in forty-eight (48) hour notification of a required street closing reporting to the city's Owner Representative.

Task 4.8 – Construction Phase Services – South & West Sewer Interceptor Improvements

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.
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. Incorporate limits of construction staking in critical boundary areas (A total of 20 hours will be budgeted for the limits of construction staking). 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 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:

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.

15. Public Involvement. The ENGINEER will provide informational updates throughout the project (bi-weekly) for the CITY to post on the City's website and/or release to the press. A total of five (5) bi-weekly updates are anticipated. Individual landowner meetings are also anticipated during the construction of the project. A total of eight (8) individual landowner meetings are anticipated. One "media day" will also be conducted for the project. The "media day" will consist of an on-site meeting to be conducted with the media (media outlets to be chosen and notified by the City) to outline the project specifics (project scope, timeline, potential impacts to landowners, etc).

16. Site Conditions. Provide recorded site condition prior to construction, this will be redundant to contractors recorded preconstruction site conditions. The ENGINEER should carefully check the relevant site details and record them in writing, in sketches and in photos which will be compiled into a condition report. This report is supplied to the CITY and may have to be given to neighboring property owners if their property is affected by the construction.

Task 4.9 – Resident Observation Services During Construction – South & West Sewer Interceptor Improvements

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:

South & West Sewer Interceptor Improvements - 300 hours

The man hours are based on an estimated construction length of 10 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 and are included in the estimated man hours for this task under separate sub-task items.

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. 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 and City 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 City's , assist ENGINEER in providing interpretation of the construction contract documents. Transmit ENGINEER's clarifications and interpretations of the construction contract documents to the City's Representative . 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 City's Representative or its Public Works Engineer 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 and document field tests of equipment, soils compaction, concrete, structures, and systems including but not limited to; lamping, air, exfiltration, mandrel testing, 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. Isolation / By-Passing / Discharging / Street Closing. The RPR shall not authorize any Wastewater Utility systems isolation, by-passing, or discharging. The City's Representative shall be notified of the requirement to isolate, by-pass, or discharge. The RPR shall assist in forty-eight (48) hour notification of a required street closing reporting to the city's Representative.

5. 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:

5 th Street Sanitary Sewer Improvements	
Backfill field density tests -	8 tests
Concrete sets of cylinder casts and tests -	2 sets and tests
Standard Proctor and Atterberg limit tests -	1 test

Plus supervision, data review, and reports.

6. 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: Associate Vice President

Date: _____

Date: _____

Attest: _____

Date: _____

RaNae Edwards, City Clerk

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

Date: _____

Bob Sivick, City Attorney

RESOLUTION 2012-329

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 to allow 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, as well as provide 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, Amendment No. 3 will provide 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; and

WHEREAS, the agreement cost increase for Amendment No. 3 is \$265,754.00, resulting in a revised agreement cost of \$3,349,989.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that such Amendment No. 3 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. 3 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, November 13, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

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