

RESOLUTION. R4-16

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO
EXECUTE AN AMENDMENT TO THE CONTRACT WITH CH2MHill FOR
ADDITIONAL PHASE1 AND PHASE 2 DESIGN WORK FOR THE WASTEWATER
TREATMENT PLANT

WHEREAS, the Village of Covington operates a Waste Water Treatment plant;

WHEREAS, the State of Ohio licenses said plant and requires the plant to meet certain environmental standards;

WHEREAS, the Village of Covington has reviewed the conditions of its current treatment plant with the State of Ohio and is required to modify its plant to meet new standards;

WHEREAS, CH2MHill Engineers, Inc. is a qualified engineering firm which has been contracted to prepare phase I of the improvements needed to be made at the Wastewater Plant improvements;

WHEREAS, CH2MHill Engineers, Inc. has determined that additional phases of improvements will be needed at the Wastewater Treatment Facility;


NOW THEREFORE, BE IT RESOLVED by the Legislative Authority of the Village of Covington, State of Ohio, that:


SECTION. 1: the Village Administrator is authorized to enter into the attached agreement with CH2MHill Engineers, Inc. for Phase I and Phase II design work for improvements to the Village of Covington's Wastewater Treatment Plant;

SECTION. 2: this Resolution shall take effect and be in force from and after the earliest period allowed by law.

APPROVED March 7, 2016:


Edward L. McCord, Mayor


R. Scott Tobias, President of Council


Brenda Carroll, Fiscal Officer / Clerk

**FIRST AMENDMENT TO THE
AGREEMENT FOR CONSULTING ENGINEERING SERVICES
VILLAGE OF COVINGTON, OHIO
WASTEWATER TREATMENT FACILITY – PHASE 1 IMPROVEMENTS**

This First Amendment is dated this _____ day of _____, 2016,
between the Village of Covington, Ohio (“Village”) and CH2M (“Consultant”).

WITNESSETH THAT:

WHEREAS, on September 9, 2014, the Village approved an Agreement for Consulting Engineering Services (“Agreement”) under which Consultant has provided consulting engineering services for the Wastewater Treatment Facility – Phase 1 Improvements (Project) as described in the scope of services;

WHEREAS, on June 29, 2015, the Consultant submitted to the Village pre-final design documents for the Project.

WHEREAS, subsequent to the submission of pre-final design documents, the Village determined that it was necessary to divide the Project into two phases (Phase 1 and Phase 2) requiring additional consulting engineering services for each Phase;

WHEREAS, the Consultant agrees to provide additional consulting engineering services requested by the Village for Phase 1 and Phase 2 as described herein, provided the Village agrees to provide additional compensation to Consultant for such services as described herein.

NOW, THEREFORE, the Village and the Consultant agree to amend their Agreement as follows:

1. Attachment A, Scope of Services, of the Agreement is amended to include the scope of services described under Attachment A1, which is attached hereto and incorporated herein.
2. Attachment B, Compensation, of the Agreement is amended to include additional compensation described under Attachment B1 which is attached hereto and incorporated herein.
3. Attachment A1 and Attachment B1, which are each attached to this First Amendment, are hereby made a part of the Agreement and incorporated thereto as if fully rewritten therein.
4. Except as amended by this First Amendment, all terms, conditions and provisions contained within the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Village and the Consultant, each by a duly authorized representative, have executed this First Amendment as of the day and date first set forth above.

VILLAGE OF COVINGTON, OHIO

CH2M

By: _____
Michael L. Busse
Village Administrator

By: _____
Nicholas E. Winnike
Vice-President

APPROVED AS TO FORM
AND CORRECTNESS:

Frank Patrizio
Village Attorney

DRAFT

ATTACHMENT A1

TO THE AGREEMENT BETWEEN VILLAGE AND CONSULTANT FOR CONSULTING ENGINEERING SERVICES

Village: Village of Covington Ohio
Project: Village of Covington Wastewater Treatment Facility
Amended Phase 1 Improvements and
Phase 2 Improvements
Consultant: CH2M

PHASE 1 - AMENDED SCOPE OF SERVICES

The Phase 1 scope of services shall be amended to consist of the work described below as requested by the Village:

New Work:

- Design of new ultraviolet (UV) disinfection and post-aeration structure and facilities north of existing chlorine contact tanks and south of proposed plant effluent pump station

Modified (Pre-Final Design) Work:

- Demolition of the existing chlorine contact and post aeration basins
- Relocation of proposed plant effluent pump station and associated yard piping to accommodate new UV disinfection and post aeration structure
- Modifications to the plant electrical system as relates to new facilities under amended Phase 1 which would include:
 - a. Relocation of power distribution panelboards SP-PP1, SB-RB1 and transformer SB-T1 currently shown on west side of proposed Screen Building.
 - 1) Route feeders from MCC in Laboratory Building to new panel locations to be determined.
 - 2) Concrete encase conduit and wiring.
 - Supervisory Control and Data Acquisition (SCADA) system as relates to new facilities under amended Phase 1 which would include:
 - a. PLC, HMI servers, HMI workstations, auto-texter and UPS installed in the Lab Building.
 - 1) The PLC rack will include I/O modules for amended Phase 1 equipment and spare slots for anticipated Phase 2 modules.
 - 2) The PLC panel will include space for an additional PLC rack for controlling and monitoring additional equipment at the plant that is not covered under amended Phase 1.
 - 3) PLC and HMI programming (by Village) for amended Phase 1 equipment control and monitoring.
 - b. Instrumentation for amended Phase 1 equipment (Effluent Pump Station, Post Aeration, UV disinfection equipment and manhole to plant outfall).

- Plant outdoor lighting associated with new facilities under amended Phase 1
- Modification of pre-final design documents (drawings and specifications) as required to align with amended Phase 1 scope of services

PHASE 2 - SCOPE OF SERVICES

The Phase 2 scope of services shall consist of the work described below as requested by the Village:

Modified (Pre-Final Design) Work:

- Modifications to existing and modified site plans and details
- Modifications to existing and modified yard piping plans
- Modifications to structural plans and sections
- Modifications to process/mechanical plans and sections
- Modifications to the plant electrical system as relates to new facilities under Phase 2 which would include:
 - a. Provide new power feed to new facilities under Phase 2 from a location to be determined.
 - 1) Route feeders to new panel locations at Screen Building.
 - 2) Concrete encase conduit and wiring.
- Modifications to instrumentation drawings for Phase 2 equipment (Raw Sewage Pump Station and Fine Screen)
- Modification of pre-final design documents as required to align with amended Phase 1 scope of services.

Detailed design of Phase 1 and Phase 2 shall be advanced to the bid stage with bid-ready documents consisting of finalized drawings, specifications and cost estimate for Phase 1 delivered to the Village within 120 days following execution of this First Amendment. Delivery of the Phase 2 bid ready documents will follow submission of the Phase 1 documents.

ATTACHMENT B1

TO THE AGREEMENT
BETWEEN VILLAGE AND CONSULTANT
FOR CONSULTING ENGINEERING SERVICES

Village: Village of Covington Ohio
Project: Village of Covington Wastewater Treatment Facility
Amended Phase 1 Improvements and
Phase 2 Improvements

Consultant: CH2M

COMPENSATION

For performance of the amended scope of services required under this First Amendment, Village agrees to pay Consultant an amount not to exceed \$ 115,129, as described under Attachment A1 to be broken down as follows:

Amended Services (New Work)	\$ 85,000
Amended Services (Modified Pre-Final Design Work)	<u>\$ 30,129</u>
Total	\$115,129

The aforementioned amounts for performance of the Additional Services include all direct and indirect labor charges, material costs, overheads and profits, plus direct expenses. Such direct expenses include:

1. Travel, subsistence and incidental costs;
2. Reproduction of reports and technical memorandums;
3. Postage and shipping charges for Project-related materials;
4. Rental charges for use of equipment.