

ORDINANCE NO. 2014- 3719

AN ORDINANCE TO AUTHORIZE THE EXPENDITURE AND DIRECT THE SAFETY SERVICE DIRECTOR TO ENTER INTO A CHANGE ORDER WITH THE ENGINEERING FIRM MWH AMERICAS, INC. FOR AN AMOUNT NOT TO EXCEED \$470,000.00 FOR CONSTRUCTION SERVICES TO IMPROVE THE FREMONT WATER POLLUTION CONTROL CENTER IN FREMONT, STATE OF OHIO AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL, CITY OF FREMONT, STATE OF OHIO:

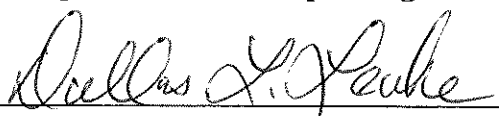
SECTION 1. The Fremont City Council hereby authorizes the expenditure and directs the Safety Service Director to enter into a Change Order, attached as Exhibit A, with the engineering firm MWH Americas, Inc. in an amount not to exceed \$470,000.00 for construction services to improve the Fremont Water Pollution Control Center.

SECTION 2. The \$470,000.00 allocated by Fremont City Council is to be appropriated from Fund No. 590, the Sewer Improvement Fund.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

SECTION 4. The immediate operation of the provisions of this ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the citizens of the City of Fremont. Said emergency being the need to comply with time deadlines set by the Ohio EPA and to prevent combined sewer overflows from occurring in the future.

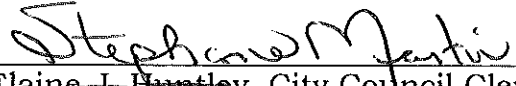
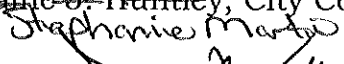
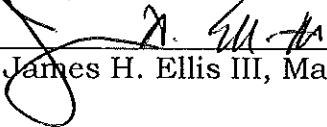
This ordinance, provided it receives a two-thirds yea or nay vote of all the members elected to the Fremont City Council, is hereby declared to be an emergency measure and this ordinance shall be in full force and effect from and after its passage by the Council of the City of Fremont, approval by the Mayor, and publication and posting as required by law.


Dallas Leake
President of Council

PASSED: 7-3-14

Effective date: 7-3-14

YEAS: 7 NAYS: 0


Elaine J. Huntley, City Council Clerk


James H. Ellis III, Mayor

ORDI865

Approved as to form:

A handwritten signature in black ink, appearing to be 'J. Melle', written over a horizontal line.

James F. Melle, Director of Law
City of Fremont, Ohio

FIRST ADDENDUM
TO
CONSULTING SERVICES AGREEMENT

This First Addendum ("First Addendum") to the Consulting Services Agreement dated October 3, 2013 (the "Agreement") is made and effective the First day of June, 2014 by and among the City of Fremont ("Client") and MWH Americas, Inc. ("Consultant"). Except as provided in this First Addendum, the terms and conditions of the Agreement shall remain in full force and effect. The parties hereto agree that the Agreement shall be amended as follows:

1. The scope of Services referred to in Section 1.1 shall be set out in First Amended Attachment A attached hereto.

2. Section 2.1 shall be amended to read as follows:

Client shall pay Consultant, as full compensation for the its performance of the Services ("Compensation") a lump sum amount of One Million Four Hundred Seventy Thousand Dollars (\$1,470,000.00), which shall be inclusive of (i) any and all sums charged to Client by Consultant and (ii) all fees related to any and all of the Services performed by Consultant, under the Agreement prior to the effective date of this First Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum.

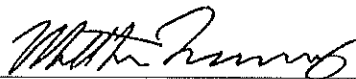
Client:

Consultant:

City of Fremont

MWH Americas, Inc.

By: _____
Signature

By:  _____
Signature

Name

Matthew Travers
Name

Date: _____

Date: May 29, 2014

First Amended Attachment A

SCOPE OF SERVICES

1. Fremont WWTP Improvements Project Bidding and Construction Services

The Services to be performed by CONSULTANT shall be as follows:

Task 1 – Bidding

Bidding Phase Services are based on the following subtasks.

- A. Contract Document Interpretation: MWA will prepare responses to bidder questions as forwarded by MWHC. Responses will be provided by MWA in electronic format to MWHC who will prepare and issue addenda.
- B. Bid Package Evaluation: MWA will assist in the review of equipment bid alternatives and provide an opinion as to or equal acceptance. Any redesign required shall be paid for by MWHC. Note, final construction approval is subject to shop drawing approval after award of the work.

Task 2 – Construction Administration

Construction Administration Phase Services are based upon the following subtasks.

- A. Update Documents: MWA will update the contract Documents to reflect revisions made through the addenda process by issuing Design Change documents.
- B. Construction Submittals: MWA will review up to 300 construction shop drawings (and 30 resubmittals) and other submittal documents submitted by MWHC for compliance with the design concept and requirements of the Contract Documents; such data will be recommended for approval, returned for revision, rejected, or distributed for information. MWA will review construction submittals within 14 calendar days of submission to MWA.

MWA's scope of review excludes the following:

- 1. Contractor variations from design requirements that are not conspicuously and specifically disclosed on the submittal;
- 2. Contractor's means and methods;
- 3. Design data shown on a submittal that is within the special expertise of the manufacturer/designer of that equipment, upon which MWA has a right to rely;

4. Safety equipment, OSHA requirements and installation procedures;
 5. Approval for a single item will not constitute approval for an entire assembly of which the item forms a part.
- C. Meetings: MWHA will attend up to 28 on-site monthly progress meetings. MWHA will also attend up to 12 special purpose meetings as requested by MWHC and address follow-up needs. Meeting minutes will be prepared by MWHC.
- D. Contract Document Interpretation: MWHA will furnish supplementary working electronic drawings, sketches, specifications and written instructions as may be necessary to interpret the Contract Documents and reply to Contractor requests for information (RFIs). MWHA will review RFIs within three (3) calendar days of submission to MWHA.
- E. Change Orders/Work Orders: MWHA will review non-cost savings recommendations and prepare drawings and specifications for MWHC issuance. MWHA fee for changes to be paid by MWHC.
- F. Claims: MWHA will not provide construction claim support services under the scope herein. In the event that construction claims or potential claims arise, MWHA will provide a proposal for providing claim support services to assist the City and/or participate in reviewing or resolving such claim(s) to the extent mutually agreed for additional compensation as authorized by City of Fremont.
- G. Project Management: MWHA will provide project management coordination with MWHC and change management.
- H. Contractor Payment Review: MWHA will review and recommend for approval, MWHC application for payment. Each monthly application for payment will be signed by MWHA and delivered to the City. Review of daily reports from MWHC, monthly progress meeting, special purpose meetings and period site visits by MWHA will be the basis for review and recommendation for or against these requests for payment. MWHA has the right to rely on MWHC's daily reports.
- I. Periodic Site Visits: The following subtasks will be performed during MWHA's presence on-site as per subsection (C) of this Task 2:
1. Quality of Work: MWHA will provide periodic site observation (up to 45 visits) in support of City's resident project representative of the construction to determine construction is per the design and to determine the quality of work. If MWHA becomes aware of defective work on the project, MWHA will report the defective work in writing to the City. MWHC shall also be notified so defective work can be corrected.

Task 3 – Project Closeout

MWHA will perform construction closeout services at the end of the completed construction project. MWHA will perform the following subtask:

- A. Record Drawings: MWHA will provide one (1) set of record drawings showing final construction based on the documentation provided by MWHC. The drawings will be in AutoCad and posted specifications in Microsoft Word format written to CD. The final record drawing set on CD will also include a copy of the drawings in PDF format. Marked-up (red line) drawings/specifications including RFIs and Change Orders will be provided by MWHC to MWHA.

2. PROJECT SCHEDULE

Bidding and Construction Services are from October 3, 2013 through March 30, 2016.

3. TASKS ASSUMED TO BE COMPLETED BY MWHC

The following services are specifically assumed to be performed by MWHC forms the basis of this proposal scope and estimated level of effort for MWHA:

- A. Prepare and issue Addenda, including fees for reproduction.
- B. Prepare and issue construction progress meeting and special meeting minutes.
- C. Testing of all equipment and performance testing during construction.
- D. Submit to MWHA marked-up (red line) drawings/specifications including RFIs and Change Orders for Record Drawing development by MWHA.

4. COORDINATION BETWEEN MWHA AND MWHC

The following services are specifically assumed for this proposal scope and estimated level of effort to be compensated by MWHC to MWHA outside of the existing contract between MWHC and the City:

- A. Review additional cost savings recommendations requested by MWHC and prepare the resulting design and drawing modifications.
- B. Design and drawing modifications due to alternates accepted during the Bid Package Evaluation.