

ORDINANCE NO. 2017-3842

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 \$90,000.00 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 \$90,000.00 for construction services to improve the Fremont Water Pollution Control Center.

SECTION 2. 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 3. 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.

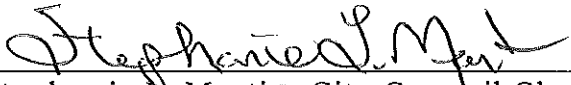


Jamie Hafford
President of Council

PASSED: 3-2-17

Effective date: 3-2-17


YEAS: 6 NAYS: 0


Stephanie L. Martin, City Council Clerk


Daniel R. Sanchez, Mayor

ORD1999

Approved as to form:


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

CHANGE ORDER 2

Contract No. 10506633
Change Order No. 2
Effective Date 3/30/2016

In accordance with Article 7 of the Consulting Services Agreement dated October 3, 2013 ("Agreement") between City of Fremont ("CLIENT") and MWH AMERICAS, INC. ("CONSULTANT"), this Change Order modifies the Agreement as follows:

1. **Change in Services:** See attached Second Addendum to Agreement.
2. **Change in time of Performance:** See attached Second Addendum to Agreement.
3. **Change in CONSULTANT's Compensation:** See attached Second Addendum to Agreement.

All other terms and conditions remain unchanged.

CLIENT

CONSULTANT

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date

SECOND ADDENDUM TO CONSULTING SERVICES AGREEMENT

This Second Addendum ("Second Addendum") to the Consulting Services Agreement dated October 3, 2013 (the "Agreement") is made and effective the _____ day of _____, 2016 by and among the City of Fremont ("Client") and MWH Americas, Inc. ("Consultant"). Except as provided in this Second 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. Changes to the scope of Services referred to in Section 1.1 shall be set out in Second 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 Five Hundred Sixty Thousand Dollars (\$1,560,000.00), 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 Second Addendum.

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

Client:

Consultant:

City of Fremont

MWH Americas, Inc.

By: _____
Signature

By: _____
Signature

Name

Name

Date: _____

Date: _____

Second Amended Attachment A

SCOPE OF SERVICES

1. Change in Services:

A. **Out of Scope Work:** MWHHA provided evaluations and design modifications during the construction phase, as needed, for the following items and activities which are outside the scope of the original contract documents:

- Modified the Influent Pump electrical cable trench.
- Updated documents to change analyzers at ATAD from hardwired to networked configuration. Also, several analyzer equipment items were updated to the currently available models.
- Developed installation details and updates for power requirements for heaters/heated sample lines.
- Supported network changes, including addition of ETAP modules to coordinate with Eaton VFDs.
- Coordinated with HVAC substitution and rerouted I/O.
- Supported the addition of plant influent gate structure.
- Provided repairs of walls at the following locations: Tops of A2O walls and walkways; Influent PS interior dividing wall; Influent PS bypass channel concrete.
- Provided evaluations associated with the excavation failure at the existing electrical building. Evaluated condition of existing building after the excavation support failed.
- Designed structural repair at ATAD building.
- Analyzed Heinz surcharge.
- Provided miscellaneous O&M modifications (i.e. Effluent Pump Station Wet Well Isolation).
- Supported information requests and evaluations associated with unforeseen site conditions.

B. **Construction Submittals:** Contract Change Order No. 1 specified that MWHHA was to review a maximum of 300 construction shop drawings and 30 resubmittals. As of October 21, 2016, MWHHA has reviewed 594 shop drawings, of which 246 have been resubmittals. MWHHA will continue to review remaining shop drawings to support the remainder of construction activities, and will review remaining RFIs.

- C. **Periodic Site Visits:** Contract Change Order No. 1 specified that MWHHA was to provide periodic site observation, up to 45 visits. As of October 21, 2016, MWHHA has provided 63 site visits. MWHHA will continue to perform site visits to review the quality of the work and observe corrections of defective work through the current construction substantial completion date of March 31, 2017.
- D. **Ongoing services extended past original contract expiration date of March 30, 2016:** MWHHA will provide project coordination with MWHC for the remainder of the project. MWHHA will continue to attend monthly progress meetings and special purpose meetings as required to support the current construction substantial completion date of March 31, 2017.
- E. **Additional services to be provided:** MWHHA will provide to the City a manual in the format of a written description of the overall operation of the newly designed facilities in the Project (the "Operator's Guide"). The list of the areas/systems is as follows:

- Influent Pump Station/Screens
- Grit Facility
- A2O
- Gravity Thickeners
- Final Clarifiers/RAS Pumping/Chemical Feed Systems/Scum Removal/Centrifuges
- Tertiary Filters
- Final Effluent Pump Station/UV Disinfection
- Levee Pump Station
- SNDR/Biofilter/Sludge Storage
- Generators
- ATAD system

The following will be provided for each new area/system:

- Process Overview:
 - A brief, general description of the area and its function to the plant
- Major Components:
 - A list of components included in the system (equipment, valves, mechanical, instrumentation)

- The number, type, size, capacity, power requirements, manufacturer, etc. of each component.
- A description of how each component operates.
- A description of how each component is controlled and monitored.
- A description of the acceptable system ranges (ex: avg flow and max flow) for each component.
- Unit Variables and Controls:
 - The process variables for each component.

Standard Operating Procedures, Standard Maintenance Procedures, Maintenance Checklists, and lists of Routine Operator Duties will not be included.

MWHA will provide the Operator's Guide in Microsoft Word (.doc) format.

2. **Change in time of Performance:** This change will result in an overall completion date of March 31, 2017 for the project.
3. **Change in CONSULTANT's Compensation:** For modifications to the scope of ongoing CA services described in items 1.A through 1.D above, the City shall compensate MWHA \$55,000.

For the additional work described in item 1.E, the City shall compensate MWHA \$35,000.

The amended contract total will be \$1,560,000.