

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: May 21, 2013

**ITEM SUMMARY, JUSTIFICATION and/or SPECIAL CONSIDERATIONS:**

Contract Amendment #17, contract # CT-PO-11030010-P, CH2M Hill Engineers, Inc., Pima County Water Reclamation Facility Design-Build-Operate Project. Funding source: RWRD Obligations and O&M Administering Department: Regional Wastewater Reclamation Department.

This Amendment increases the Fixed Design Build Price by \$400,000.00 to fund temporary staffing to provide transition operations services during the period of time between employment of county staff by Company and the cessation of treatment operations at the Roger Road Water Reclamation Facility.

Effective Date: May 21, 2013

Termination Date: December 31, 2015

		<b>Owners Contingency</b>	<b>Total Contract Amount</b>
ORIGINAL FIXED DESIGN BUILD PRICE:	\$ 164,063,281.00	\$ 8,203,164.00	\$ 172,266,445.00
PRIOR AMENDMENT(S):	\$ (906,853.47)	\$ 906,853.47	
AMOUNT THIS CHANGE:	\$ 400,000.00		\$ 400,000.00
REVISED FIXED DESIGN BUILD PRICE:	\$ 163,556,427.53	\$ 9,110,017.47	\$ 172,666,445.00

Project Manager: Kenny Shelor

Contract Officer: Jerome Rizzo, 724-3245  
Procurement Department

Vendor is using a Social Security Number: No

AMS CT#: CT-PO-11030010-P Ver. 30

Cont #	: CT-PO-11030010-P-17
Effective	: 05-21-2013
Term	: 12-31-2015
Cost	: \$ 400,000.00
Rev	: \$
Tot	: \$ 400,000.00
NTE	: \$ 172,666,445.00
Timex	: 00
Renewal	: 09-01-2015
Term	: 12-31-2015

Please return to Harry Lewis.

CLERK OF THE BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM No. \_\_\_\_\_

Procure Dept 05/06/13 PM04:33

10: CoB - 5-8-13  
Agenda 5-21-13  
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**PIMA COUNTY REGIONAL WASTEWATER RECLAMATION  
DEPARTMENT**

**PROJECT:** Pima County Water Reclamation Facility  
Design-Build-Operate Project

**COMPANY:** CH2M HILL Engineers, Inc.

**CONTRACT NO.:** CT-PO-11030010-P

**AMENDMENT NO.:** Seventeen (017)

**FUNDING:** RWRD Obligations plus O&M

**CONTRACT**

NO. CT-PO-11030010-P

AMENDMENT NO. 17

This number must appear on all  
invoices, correspondence and  
documents pertaining to this  
contract.

CONTRACT TERM: 12/09/10 – 12/31/15	ORIGINAL CONTRACT AMOUNT:	\$ 172,266,445.00
TERM PRIOR AMENDMENT: NO CHANGE	PRIOR AMENDMENT(S)	\$ ----
TERM THIS AMENDMENT: NO CHANGE	AMOUNT THIS CHANGE:	\$ 400,000.00
	REVISED CONTRACT AMOUNT:	\$ 172,666,445.00

**CONTRACT AMENDMENT**

WHEREAS, COUNTY and COMPANY entered into the Service Contract referenced above; and

WHEREAS, COUNTY determined that it requires assistance in operating the Roger Road Wastewater Reclamation Facility (Roger Road WRF) during the transition of wastewater treatment operations from the Roger Road WRF to the Project; and  
WHEREAS, COMPANY offered to provide qualified personnel capable of delivering the necessary transition services; and

WHEREAS, COUNTY has determined that COMPANY is best suited to provide the services offered.

NOW, THEREFORE, COUNTY and COMPANY agree to amend the Service Contract as follows:

INCREASE: the FIXED DESIGN BUILD PRICE by \$400,000.00 to \$163,556,427.53

		<b>Owners Contingency</b>	<b>Total Contract Amount</b>
<b>ORIGINAL FIXED DESIGN BUILD</b>	\$ 164,063,281.00	\$ 8,203,164.00	\$ 172,266,445.00
<b>PRIOR AMENDMENT(S):</b>	\$ (906,853.47)	\$ 906,853.47	
<b>AMOUNT THIS CHANGE:</b>	\$ 400,000.00	\$ -	\$ 400,000.00
<b>REVISED FIXED DESIGN BUILD PRICE:</b>	\$ 163,556,427.53	\$ 9,110,017.47	\$ 172,666,445.00

To Section 8.6 STAFFING AND PERSONNEL

**ADD: (C) Transition Operations.** During the period of time (hereinafter the "Transition Period") between the employment by Company of the Designated Employees and the cessation of treatment operations at the Roger Road wastewater treatment facility ("Roger Road WRF"), a period not to exceed 364 days, Company will provide, as Contract Employees an operations specialist plus sufficient operational personnel (hereinafter "Contract Employees"), on an as-needed basis, to assist County in the operation of the Roger Road WRF. The level of assistance to be provided by Company (the "Transition Services") is described in Section 8.9 of Appendix 8. Company will ensure that each of the Contract Employees provided will have the necessary skills, experience, and licensing to properly provide the Transition Services.

Section 8.9 of Appendix 8 includes the name of the Operations Specialist to be placed initially assigned to the Roger Road WRF, estimated monthly labor and expense billing rates for each Contract Employee, and the starting date for each Contract Employee. Should additional Contract Employees be required to provide the Transition Services, or should either County or Company request changes to billing rates or other terms for any Contract Employee working under the terms of this Agreement, any such additions or changes will be mutually agreed to in writing and executed by the authorized representatives executing

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this Agreement. Such agreed upon terms shall become a part of this Agreement, as amended.

County agrees and warrants that it will not reject Contract Employees, or otherwise deem Contract Employees unacceptable, or take any other action for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination. In addition, County agrees to require all Contract Employees to record all hours worked and will not allow "off the clock" time or other similar arrangements. County will indemnify and defend Company with respect to any and all claims that County took action in violation of federal, state and/or local laws, including costs of suit, settlement and attorneys' fees.

County also agrees that in the event the services of a certain Contract Employee(s) are no longer needed, County will provide thirty calendar (30) day notice for cessation of those services for those certain Contract Employee(s).

Based upon the Company's representations and the specifications listed herein, the Company offers the following process by which the Company will resolve issues of dissatisfaction by the County when a Contract Employee is failing to perform Transition Services. The County shall notify the Company should any Contract Employee having problems arising from the provision of Transition Services under this Amendment. The notification shall include the known facts which give rise to the problem, and may include a request by the County to transfer or reassign such Contract Employee out of service to the County. The Company shall, within a reasonable time, given the severity of the conduct, discipline or replace, as appropriate, any employee of the Company of any Subcontractor engaging in unlawful, unruly, or objectionable conduct.

With respect to the Transition Services provided by Company, Company shall be an independent contractor. Company shall be solely responsible for providing any salary, health or other insurance, or other benefits to the Contract Employees; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage for its Contract Employees; and will make all appropriate unemployment tax payments. Company will defend, indemnify, and hold harmless County for all claims by the Contract Employees against the County for payment of salary, insurance coverage (including worker's compensation), and all withholding deductions and payments.

#### To Appendix 8

**ADD: 8.9 TRANSITION STAFFING.** To initiate this request for Contract Employees, the Company will provide up to four (4) wastewater operators and at least one (1) operations specialist to begin work on June 1, 2013 through January 31, 2014. Wastewater operators will have a minimum of Grade II Arizona wastewater certification and possess the appropriate skill and expertise to deliver services. The initial operations specialist assigned under this Amendment is D.J. Nickolson.

The total estimated monthly cost for a Grade II operator will be approximately \$8,700.00 for labor and expenses, based upon a forty (40) hour work week, per month. Should these operators exceed the forty (40) hours per week, the County will be charged time and half for any overtime worked by the operators. This is estimated to be \$6,200.00 for labor and a flat rate of \$2,500.00 for expenses. The rates to be charged to the County are listed in attached **Exhibit A**. In the event, the County desires to have an operator with a higher certification, the labor costs will be adjusted accordingly.

The cost for the operations specialist will not exceed \$25,000 per month which is estimated to be \$20,000.00 for labor and \$5,000.00 per diem. This is based upon a forty (40) hour work week, per month. Should these operations specialist(s) exceed the forty (40) hours per week, the County may be charged for those additional hours. The operations specialist's expenses will be billed at the General Services Administration Schedule ("GSA") rates plus ten percent (10%) which is attached hereto and incorporated herein as **Exhibit A**. These expense costs will be billed to the County.

The effective date of this Amendment shall be the date last signed below.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

All other provisions of the Contract, not specifically changed by this amendment, shall remain in effect and be binding upon the parties.

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IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

APPROVED:

CH2M Hill Engineers, Inc.:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Greg Fischer, DB Manager  
Name and Title (Please Print)

\_\_\_\_\_  
5.4.13

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Clerk of Board

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney  
**CHARLES WESSELHOFT**

APPROVED AS TO CONTENT

\_\_\_\_\_  
Department Head

**EXHIBIT A**

<u>Title</u>	<u>Estimated Labor Costs per Month</u>	<u>Estimated Monthly Expenses</u>	<u>Hourly Rate</u>	<u>Hourly Overtime Rate</u>
Operator	\$ 6,200.00*	\$2,500.00	\$ 35.44	\$ 53.16
Operations Specialist	\$20,544.72**	Based on GSA rates plus ten percent (10%) based on candidates	\$119.30 per hour**	\$178.95**

**Assumptions:**

\*Assumes a 40 hour work week per month. The County will be charged time and half for any overtime worked by the Operators.

\*\*Average hourly rate of proposed operations specialist candidates. Final rate will be dependent on the County selection of candidates.

Operations Specialist(s) expenses are based upon the General Services Administration Schedule of rates for Tucson, Arizona plus ten percent (10%).

Travel for Operations Specialist(s) is estimated to be one (1) round trip airfare to their home location every three (3) weeks.

Meals are based upon the GSA rate of \$56.00 per day.

Lodging is based upon the GSA rate of \$83.50 per day.

Auto Rental is based upon the GSA rate of \$600.00 per month.