

Information to be included in all Legislation Modifying a Contract:

1. The names, location by City/State and status of all companies submitting a competitive bid or submitting an RFP or RFSQ for the original contract.

Name	City/State	Majority/MBE/FBE
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Companies submitting an RFSQ:

- A. BBS Corporation | Columbus, Ohio | Majority
- B. Brown and Caldwell Ohio, LLC | Columbus, Ohio | Majority
- C. Burgess & Niple, Inc. | Columbus, Ohio | Majority
- D. Camp Dresser and McKee, Inc. | Columbus, Ohio | Majority
- E. DLZ Ohio, Inc. | Columbus, Ohio | Majority
- F. H. R. Gray & Associates, Inc. | Columbus, Ohio | Majority
- G. Metcalf & Edy of Ohio, Inc. | Columbus, Ohio | Majority
- H. R.D. Zande & Associates, Inc. | Columbus, Ohio | Majority
- I. Ribway Engineering Group, Inc. | Columbus, Ohio | Certified Minority Firm
- J. Tetra Tech, Inc. | Columbus, Ohio | Majority
- K. W. V. Mathews Company | Columbus, Ohio | Certified Minority Firm

Companies that were selected and requested to submit, and did submit, a Technical Proposal (RFP):

- A. BBS Corporation
- B. Camp Dresser and McKee, Inc.,
- C. R.D. Zande & Associates, Inc.

2. The name, address, contact name, phone number and contract number of the firm awarded the original contract.

BBS Corporation, 1103 Schrock Road, Columbus, Ohio 43229 (now acquired by CH2M Hill and so referred to hereafter)

Contact: Dennis F. Tinkler, P.E., (614) 888-3100

Contract No. EL005632

3. A description of work performed to date as part of the contract and a full description of work to be performed during any future phasing of the contract.

This is a contract for professional engineering design services and services during construction (Design Professional, or "DP" services) for one of the key, time-critical wastewater plants construction projects in the City's Wet Weather Management Plan (WWMP) program, for the period through 2010. The work in that program is a very substantial group of sewer capital improvement projects (CIPs), both collections systems and treatment works improvements, which have been agreed to by the City and Ohio EPA in order to conform to the requirements of the City's consent orders. The WWMP projects at the Jackson Pike Wastewater Treatment Plant will increase the plant's wet weather treatment capacity to 150 million gallons per day.

This contract provides engineering services that will implement improvements at Jackson Pike Wastewater Treatment Plant for the Disinfection Chemical Handling Facility

Improvements, Project No. 650253, Construction Contract J212. This project will provide the following improvements:

1. **Effluent Pump Station**
Installation of two new effluent pumps; modifications to three existing effluent pumps; a new Effluent Pump Control House and maintenance platform to house five new adjustable frequency drives, new motor control centers, area control panel, and other electrical and instrumentation equipment; new HVAC equipment; new jib crane; relocation of existing sluice gate; structural modifications to the existing pump station, and construction of a new Effluent Pumps Diversion Chamber.
2. **Flushing Water Pump Station**
 - A. Disinfection chemical handling improvements, including new storage tanks for sodium hypochlorite and sodium bisulfite; new sodium hypochlorite and sodium bisulfite feed pumps, sump pumps, piping, valves, and appurtenances; replacement of the chemical vacuum induction units; and supporting electrical and instrumentation work.
 - B. Flushing water system improvements, including replacement of the three existing flushing water pumps; addition of a fourth flushing water pump; replacement of the existing flushing water strainers; rework of the flushing water discharge piping; replacement of the seal water system; replacement of the existing adjustable frequency drives (AFDs) with four new AFDs; and other electrical and instrumentation work.
 - C. General building improvements, including the addition of two new stairwells and head houses for building egress; new fire sprinkler system; roofing replacement; HVAC equipment replacement; plumbing fixtures replacement; structural modifications; and piping, equipment and other demolition to support building and process improvements.
3. **Secondary Effluent Relief Conduit**
Construction of a new 96-inch diameter conduit to convey wet weather plant flows from the secondary clarifiers to the chlorine contact tanks, including construction of two junction box structures to tie-in the new conduit to the existing process flowstream.
4. **Site Work**
Stormwater collection and conveyance, new potable water line, relocation of 20" flushing water pipe; site lighting, and plant roadway improvements.
5. **Structural modifications to the Effluent Weir Chamber Inlet to allow increased flows through the Plant and to the Chlorine Mixing Chamber and Effluent Diversion Chamber**

The actual emplacement of the designed work will be by construction contract; this DP contract will provide: preliminary design, detailed design, bidding assistance, construction-phase engineering, start-up and commissioning assistance, record documentatin preparation assistance, and other services for this large project, as directed by the City.

All engineering design services have been completed for this project phase and the construction of this contract is ready to proceed. Construction Management services are being performed by others.

4. An updated contract timeline to contract completion.

The Preliminary Design (Step 1) work was started on December 14, 2005. This investigative and planning effort was summarized in the Detailed Design Memorandum (DDM), submitted to the City on May 10, 2007.

Following the submission of the DDM, CH2M Hill proceeded with Detailed Design services for Contract J212. The design was completed and the construction contract bids were received on January 23, 2008. Bidding assistance services were performed. The construction work will be placed under contract as soon as possible after bids are received, and the construction engineering services will commence; all of these begin the next phase of the work. The project construction work, commissioning, and closeout work will end the construction phase of this contract. However, CH2M Hill's services will continue beyond completion of construction to provide "as-built" record drawings of the constructed facilities, and a report on the status of operation of the constructed facilities one year after completion.

5. A description of any and all modifications to date including the amounts of each modification and the Contract Number associated with any modification to date. (List each modification separately.)

ORIGINAL CONTRACT: \$350,000.00 (EL005632 November 8, 2005)

Funding provided for Step 1 - Preliminary Design services for project.

MODIFICATION NO. 1: \$2,270,800.00 (EL007374 October 24, 2007)

Funding provided for additional Step 1 - Preliminary Design services and for Step 2 - Detailed Design services. The incorporation into this project of the noted WWMP improvements, the treatment process and site improvements required additional funding for the additional tasks.

PROPOSED MODIFICATION NO. 2: \$1,192,030.00

This modification provides \$223,030.00 of funding for additional Detailed Design services that became necessary in the course of the design development and \$969,000.00 of funding for Services During Construction and Commissioning tasks for Contract J212.

6. A full description of the work to be performed as part of the proposed contract modification. (Indicating the work to be a logical extension of the contract is not sufficient explanation.)

This contract is being incrementally funded through the use of modifications. This modification will provide funding for additional detailed design services, construction-phase engineering, start-up and commissioning assistance, record documentation preparation assistance, an operational status report on the constructed facilities one year after completion and other services for this large project, as directed by the City.

7. **If the contract modification was not anticipated and explained in the original contract legislation a full explanation as to the reasons the work could not have been anticipated is required. (Changed or field conditions is not sufficient explanation. Describe in full the changed conditions that require modification of the contract scope and amount.)**

This Contract Modification No. 2 was planned and anticipated, and so stated in the original contract's legislation. It is a planned continuation of the services originally included within the existing contract's scope of service.

8. **An explanation of why the work to be performed as part of the contract modification cannot be bid out. (Indicating the work to be a logical extension of the contract is not sufficient explanation.)**

In so much as the majority of this work was planned for and anticipated within the original procurement, and due to the highly complex and technical nature of this wastewater treatment plant infrastructure, it is not reasonable or cost efficient to undertake a new procurement effort to acquire these services.

9. **A cost summary to include the original contract amount, the cost of each modification to date (list each modification separately), the cost of the modification being requested in the legislation, the estimated cost of any future known modifications and a total estimate of the contract cost.**

Original Contract	\$ 350,000.00
Modification No. 1	\$2,270,800.00
Proposed Modification No. 2	<u>\$1,192,030.00</u>
CURRENT PROPOSED TOTAL	\$3,812,830.00

10. **An explanation of how the cost of the modification was determined.**

The cost of this contract modification is consistent with the direct labor, overhead, and profit rates established within the original proposal. The estimate of the quantity of labor required to complete the remaining scope of services is within the anticipated level of funding originally forecast.

Note: The Contract should be considered to include any and all work that is anticipated to be awarded to the company awarded the original contract throughout the contract/project timeline. This includes the original contract and any and all future anticipated modifications to the contract to complete the contract/project.

7-20-07