



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: June 7, 2016

DEPARTMENT: Utilities and Engineering

FROM: *Joey Jaco, Director of Utilities and Engineering*

SUBJECT: CH2M Hill Engineers, Inc. On Call SS7320

FINANCIAL IMPACT: The funding for this project has been identified as 5516205-SS7320-638305 (FY 15/16 O & M Budget attached)

ORIGINAL BUDGET: \$75,000.00 (FY 15-16 O & M Budget attached)

CLEAN WATER 2020?: Yes

FEMA DR-SC4241?: No

STRATEGIC GOALS: Invest in Infrastructure

The Agreement will allow CH2M Hill Engineers, Inc. to perform services required from time to time in conjunction with the operation of the Metro Wastewater Treatment Plant.

Staff has negotiated a fee totaling Seventy Five Thousand Dollars and No/100 (\$75,000.00) for the specified needs above with CH2M Hill Engineers, Inc., a Non-MBE/SBE firm Headquartered in Colorado, with an office in Charlotte, NC. No Sub-Consultants are anticipated under the Agreement. Funding has been budgeted from the Water Sewer Operations & Maintenance Budget (5516205-SS7320-638305). Services to be performed will impact all City Council Districts.

The Legal Department has reviewed the Agreement and the Director of Utilities and Engineering recommends its approval and ACM for Operations recommends its approval.

AGREEMENT FOR ON CALL SERVICES

THIS AGREEMENT made this ____ day of _____, 20__, by and between the City of Columbia, South Carolina, hereafter referred to as the City and CH2M Hill Engineers, Inc., Englewood, Colorado, hereafter referred to as the Engineer.

WITNESSETH THAT:

WHEREAS, the City issued certain Solicitation Documents inviting Engineering firms to provide engineering related services to the City; and

WHEREAS, the City having received and evaluated the responses to the Solicitation Documents, now desires to award an On Call Agreement to the Engineer; and

WHEREAS, the Engineer is willing and able to directly perform the types of engineering related services stated in the Engineers response to the Solicitation Documents;

WHEREAS, the City desires to engage the Engineer to render certain engineering services required from time to time in conjunction with SS7320 for *general wastewater engineering services*; and,

WHEREAS, the Engineer agrees to provide such engineering services from time to time in conjunction with the operation of the *Metro Waste Water Treatment Plant*. The Project is further identified as **5516205-SS7320-638305**.

NOW, THEREFORE, in consideration of and for the mutual covenants and promises contained herein, the parties hereto agree as follows:

I. Scope of Services

1. From time to time and for various reasons, the City may identify specific engineering projects or tasks for which services from the Engineer may be deemed advantageous.

2. For each specific project or task, the City and the Engineer shall jointly develop, to the extent practical, a scope of services and method of compensation for the proposed engineering services.

3. The Engineer shall not proceed with any services under this Agreement without a written Work Order Form, which has been approved by the City and the Engineer. Such Work Order Form shall be of the general form attached hereto and incorporated herein as Attachment I.

II. Supplemental or Additional Services

This section had been omitted intentionally.

III. Term of Agreement

Unless earlier terminated as provided for herein, this Agreement shall expire at such time the total compensation provided for herein is reached or on June 30, 2017, whichever is earlier.

The term of the project will be for a base period of 1 (1) year from award and contract execution, with the option to renew or continue with work for one (1) additional one-year period at the mutual pleasure of both parties. The decision whether to extend the contract, upon written request, shall be in the sole and exclusive discretion of the party receiving the request and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

IV. Schedule for Completion of Services

Time is of the essence. The Engineer shall complete the specified engineering services within the timeframe(s) specified in the approved Work Order Form.

If a delay is foreseen Engineer shall give thirty (30) days prior written notice to the Utilities & Engineering Department. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Engineer must keep the City advised at all times of status of order. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the Director of Utilities and Engineering to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Engineer.

V. Compensation

Compensation to the Engineer for services authorized on an hourly rate basis shall be in accordance with the Engineer's Hourly Rate Schedule attached hereto as Attachment II.

Maximum compensation to the Engineer for all services performed under this Agreement shall not exceed Seventy Five Thousand Dollars and No/100, (\$75,000.00).

The Engineer shall submit invoices no more frequently than monthly for services rendered. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Each invoice shall bear the signature of the Engineer, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

VI. Indemnification, Hold Harmless and Insurance

A. The Engineer shall provide to the City evidence of Professional Liability Insurance in an amount not less than One Million and no/100 (\$1,000,000.00) Dollars per occurrence and Two Million and no/100 (\$2,000,000.00) Dollars Aggregate and General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net.

B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any sub-contractor of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement and any renewals.

C. To the proportionate extent of the Engineer's negligence, the Engineer shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Engineer's performance or nonperformance of the services or subject matter called for in this Agreement.

VII. Subcontractor Outreach Program

This section has been omitted intentionally.

VIII. Mentor Protégé Program

The City of Columbia shall encourage, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is *not* required for this project. The Engineer must comply with Mentor-Protégé Program Guidelines. The Engineer agrees that the Mentor Protégé Program does not create any contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Engineer agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party.

IX. Licenses, Permits and Taxes

A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Agreement. The Engineer shall be responsible for any costs relating to same.

B. The Engineer shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.

C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

D. The Engineer shall procure a City of Columbia business license while performing services under this Agreement.

X. Duties upon Termination

At termination of this Agreement, the Engineer shall immediately provide the City with all records and data in any format the Engineer is capable of producing and at no cost to the City, which were generated, created or received by the Engineer in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Engineer's successor. All records shall be free from any proprietary claims or interest. The Engineer agrees to fully cooperate with the City and any

successor to ensure an effective transition to continuously provide the required services.

XI. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. The Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Engineer shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination plus fifteen percent or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

XII. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Engineer or any subcontractor retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.

XIII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Director of Utilities and Engineering, City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: CH2M Hill Engineers, Inc., 14120 Ballantyne Corporate Place, Suite 200, Charlotte, NC 28277.

XIV. Miscellaneous

A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.

C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City.

D. The Engineer certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act, 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Consultant and any sub-consultants; or (b) the compliance with Title 8, Chapter 14 by consultant and any sub-consultant. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Consultant agrees to include in any contracts with its consultants language requiring the sub-consultants to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-consultants language requiring the sub-sub consultant to comply with the applicable requirements of Title 8, Chapter 14.

E. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Agreement, the Engineer agrees to defer to the reasonable interpretations of the City as, from time to time may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

F. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.

G. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Contract Amendment signed by both the City and the Engineer may amend this Agreement.

H. The failure of either the Engineer or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

I. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

J. This Agreement is does not require City Council approval.

K. Contractor and any Sub-Contractor is subject to the provisions of the 1991 Ethics Reform Act (S.C. Code Ann. §8-13-100, et seq., as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:

- (1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - (2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
 - (3) Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
- "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

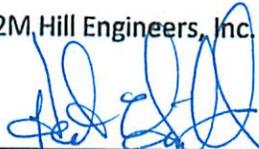
L. The Engineer will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

M. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

N. The contract shall be binding upon the respondent and upon its successors and assignees. The Contract shall be binding upon the City in accordance with its terms and provisions.

Witness the parties' respective hands and seals on the date first written above.

CH2M Hill Engineers, Inc.

By: 

Witness

CITY OF COLUMBIA

By: _____
Title: City Manager

Witness

Title:

APPROVED AS TO FORM

Legal Department City of Columbia, SC

RECOMMENDED BY:  Director of Utilities and Engineering

Joseph D. Jaco, P.E.

RECOMMENDED BY: _____ Assistant City Manager for Operations

Melissa Gentry, P.E.

WORK ORDER FORM FOR ON CALL ENGINEERING SERVICES
SS7320 Wastewater Engineering Services

Work Order Number: _____

This Work Order to the Agreement for On Call Services between the City of Columbia and CH2M Hill Engineers, Inc., dated _____ (Agreement) provides for the following services:

Scope of Work: Describe the services for which payment is requested, showing payment calculations and specify the person(s) rendering such service(s):

- _____ 1. Attached
- _____ 2. Described below:

Compensation:

The Engineer's compensation for the above described services shall be:

- _____ 1. On an hourly rate basis in accordance with the current Hourly Rate Schedule specified in Attachment II to the Agreement not to exceed a maximum fee of \$75,000.00.

Summary of Compensation:

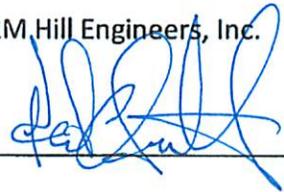
Total of Previous Work Orders:	\$ _____
This Work Order:	\$ _____ -
Total Approved Compensation to Date:	\$ _____ -

Approval of Work Order:

CITY OF COLUMBIA

CH2M Hill Engineers, Inc.

By: _____

By:  _____

Title: _____

Title: VICE PRESIDENT

APPROVED AS TO FORM


Legal Department City of Columbia, SC

FY15-16 5 Year DRAFT
Operations and Maintenance Contracts

CIP O&M BUDGET FY 15/16

Contract	Description	PM	Contract Type	Account #	FY 15/16 Budget
SS6831	Building and Site Improvements	Metro	MZ	Operations	5516208 \$ 150,000.00
SS7161	Bi-Annual Local Limits	Metro	DW	Operations	5516208 \$ 75,000.00
SS7186	On-Call for Black & Veatch - Pre-Treatment	Metro	DW	Operations	5516208 \$ 75,000.00
SS7203	On-Call for Howard Engineering - Electrical &	Metro	MZ	Operations	5516208 \$ 50,000.00
SS7215	On-Call for H&S - Metro WWTP General	Metro	MZ	Operations	5516208 \$ 75,000.00
SS7235	On-Call for URS - Metro WWTP General	Metro	MZ	Operations	5516208 \$ 75,000.00
SS7238	On-Call for M/R Systems - SCADA Integration at	Metro	MZ	Operations	5516208 \$ 150,000.00
SS7300	Metro Gap Analysis Implementation	Metro	FLY	Operations	5516208 \$ 500,000.00
SS7312	Pre-Treatment, SCADA Master Specs &	Metro	DW	Operations	5516208 \$ 335,000.00
SS7320	On-Call for CH2M Hill - Metro WWTP General	Metro	DW	Operations	5516208 \$ 75,000.00
				Subtotal Metro	\$ 1,560,000.00
SS685402	Sewer Model and Capacity Assurance Program	WWM	WM	Operations	5516205 \$ 100,000.00
SS6911	Annual Root Control Contract	WWM	RJ	Operations	5516205 \$ 500,000.00
SS7209	Annual Beaver and Dam Removal	WWM	RJ	Operations	5516205 \$ 200,000.00
SS7214	On-Call for B&C - WCTS General	WWM	MZ	Operations	5516205 \$ 37,500.00
SS7257	TSOMP and FM Condition Assessment	WWM	EF	Operations	5516205 \$ 200,000.00
SS7271	Annual Herbicide and Mechanical Clearing	WWM	RJ	Operations	5516205 \$ 600,000.00
SS7302	Maintenance Management System (MMS)	WWM	FLY	Operations	5516205 \$ 500,000.00
SS7304	Sewer Mapping Plan Implementation	WWM	JC	Operations	5516205 \$ 250,000.00
SS7306	Flow Monitoring	WWM	BM	Operations	5516205 \$ 500,000.00
SS7327	On-Call for Surveying	WWM	TH	Operations	5516205 \$ 25,000.00
SS7328	On-Call for URS - Wastewater Engineering for	WWM	MZ	Operations	5516205 \$ 75,000.00
SS7335	FM Easement ID	WWM	WA	Operations	5516205 \$ 350,000.00
SS7336	FM Easement Clearing	WWM	WA	Operations	5516205 \$ 450,000.00
				Subtotal WWM	\$ 3,787,500.00
				Grand Total Wastewater	\$ 5,347,500.00

WM4149	Hazen Sawyer	Water		Operations	5511706 \$ 40,000.00
WM4250	Brown and Caldwell	Water		Operations	5511706 \$ 38,000.00
WM4215/SS7221	Chao	W/SS		Operations	5511706 \$ 75,000.00
WM4240/SS7200	Dennis Corp	W/SS		Operations	5511706 \$ 50,000.00
WM4270/SS7240	Pace	W/SS		Operations	5511706 \$ 50,000.00
WM4260	URS	Water		Operations	5511706 \$ 75,000.00
SS7212	EPC	Sewer		Operations	5511706 \$ 50,000.00
	F&ME			Operations	5511706 \$ 45,000.00
WM4149	Water System Model	Water		Operations	5511706 \$ 250,000.00
	Misc Water Projects	Water		Operations	5511706 \$ 50,842.00
WM4358/SS7349	Black and Veatch (Water/Sewer Rate Study)	W/SS		Operations	5511706 \$ 199,158.00
	PCF			Operations	5511706 \$ 40,000.00
				Subtotal Engineering	\$ 963,000.00
	Water Tank Maintenance	Water		Operations	5516207 \$ 129,234.00
	Water Tank Maintenance	Water		Operations	5516206 \$ 121,135.00
				Subtotal Water Plant	\$ 250,369.00
				Grand Total Engineering/ Water Plant	\$ 1,213,369.00
				Grand Total Operations	\$ 6,560,869.00

Contract	Description	PM	Contract Type	Account #	FY 15/16 Budget
SD836016	Woolpert	Storm		Operations	5534202 \$ 50,000.00
SD831516	USGS	Storm		Operations	5534202 \$ 7,990.00
SD8420	PACE	Storm		Operations	5534202 \$ 48,500.00
SD8421	PACE	Storm		Operations	5534202 \$ 25,000.00
SD8422	AMEC	Storm		Operations	5534202 \$ 16,000.00
	UNFORSEEN PROJECTS	Storm		Operations	5534202 \$ 1,010.00
				Grand Total Storm Water	\$ 148,500.00