

RESOLUTION 11-124

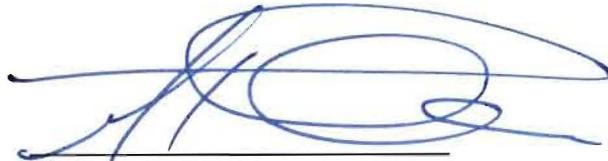
A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE ENGINEERING SERVICES AGREEMENT WITH CONSOLIDATED TECHNOLOGIES (CTI) RELATED TO THE EXPANSION AND UPGRADE OF THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Spring Hill contracted with CTI for the design of a Wastewater Treatment Plant on June 15, 2009 and entered into an agreement with CTI for the construction phase, services and resident project representation of the Wastewater Treatment Plant; and

WHEREAS, CTI has requested increased funding for additional services associated with the inclusion of a second sludge press;

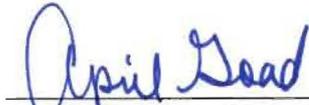
NOW, THEREFORE BE IT RESOLVED, that the Board of Mayor and Aldermen approves the attached Amendment No. 1 with Consolidated Technologies, Inc. (CTI) for additional professional engineering services related to a second sludge press, as outlined in the attached agreement and letter, for a total fee not to exceed \$23,208.00, to be drawn from the Water-Sewer Fund.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 21st day of November, 2011.



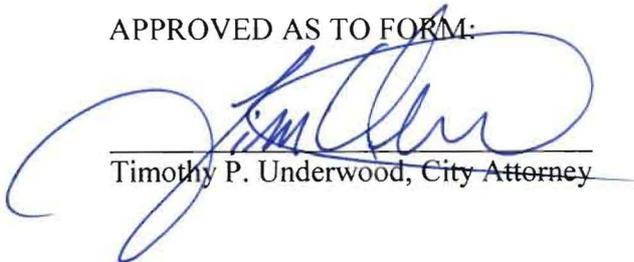
Michael Dinwiddie, Mayor

ATTEST:



April Goad, City Recorder

APPROVED AS TO FORM:



Timothy P. Underwood, City Attorney



CTI Engineers, Inc.
1122 Riverfront Parkway
Chattanooga, TN 37402
Phone 423.267.7613
Fax 423.267.0603
www.ctiengr.com

November 17, 2011

Mr. Victor Lay
City Administrator
Spring Hill City Hall
199 Town Center Parkway
Spring Hill, TN 37174

Subject: Additional Services Authorization
Expansion and Upgrading of Spring Hill WWTP
CTI Project No. N09010

Dear Victor:

In response to a request by Ms. April Goad, I am transmitting a copy of the proposed amendment to our engineering agreement with supporting documentation. This amendment adds design and construction phase services associated with the second sludge along with \$23,208 in additional compensation. As explained by Mr. Fox and Mr. Stephens earlier this week, the original project design concept was for one sludge press with space for a second press in the future. This concept was incorporated into the design development report approved by the City at the beginning of design, and in the final design and contract documents submitted to and approved by TDEC and SRF. We were verbally requested to add the second press prior to bidding. This was accomplished by inserting an additive alternate item in the bid form, but little if any engineering on the second press or the related pumping, piping, electrical, and conveying systems was performed at that time.

The award of an additive alternate bid item for the second press added \$377,000 in costs to the construction contract. We anticipate that there will also be some additional costs claimed by the construction contractor in connection with the related pumping, piping, electrical, and conveying systems to fully integrate the press once the additional engineering is finalized.

I have been unable to locate a written authorization from the City for the additional services associated with adding the second press as required by our engineering agreement. This was an apparent oversight that is now being addressed.

In good faith we have endeavored to comply with the City's request to add the press and to provide for simultaneous operation, but we have done so without written authorization or additional compensation. Our costs on this have accrued to the point that we must raise the issue and ask for relief. Since the engineering on the project was procured by the City on a competitive price basis, we have no contingencies in our fees for this magnitude of change. The proposed additional compensation in the amendment includes our accrued and projected costs for the additional services, but does not include all of our senior professional's time that has already been expended in connection with them. As such, our proposed fees are discounted from our customary pricing.

Mr. Victor Lay
Page Two

We continue to provide all engineering services on the project as authorized under our agreement. We have never suspended authorized services for a municipal client, and we have no intention of doing so. I personally apologize for any confusion that may have been generated by our earlier letter. That letter was intended to address additional services specific to the second press, not those services which we are already contractually obligated to provide.

Please do not hesitate to contact me if you have any questions or need additional information. Thank you in advance for your attention and consideration.

Sincerely,


Gary M. Cosby, P.E.
President

cc: Mr. Dudley Fox, P.E.

Attachments

**AMENDMENT NO. 1
AGREEMENT FOR ENGINEERING SERVICES**

WHEREAS, the City of Spring Hill, Tennessee (CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc. (CTI) entered into Agreements dated July 10, 2009 (Design) and February 3, 2011 (Construction) to perform certain professional services in connection with design and construction of an expansion to the CLIENT's existing wastewater treatment plant (hereinafter referred to as the project); and

WHEREAS, the design contract included the design of dewatering facilities utilizing one belt filter press, with provisions to add a second belt filter press at some future date; and

WHEREAS, the CLIENT requested that an Additive Alternate be issued during the bidding process to obtain pricing for adding a second belt filter press and associated facilities; and

WHEREAS, bids were obtained for adding a second filter press, and a contract was awarded to P.F. Moon with an additive alternate cost of \$377,000 for providing and installing a belt filter press and associated facilities; and

WHEREAS the CLIENT has requested that the facility be designed such that both filter presses can run simultaneously; and

WHEREAS, the CLIENT now desires CTI to perform additional design and construction services not authorized in the original agreement, said services being required to accommodate the installation of two belt filter presses that can be operated at the same time;

NOW, THEREFORE, the CLIENT and CTI do hereby agree to amend the construction services Agreement as follows:

1. Appendix B - Scope of Services is amended to include design revisions necessary to accommodate two belt filter presses than can run simultaneously.
2. The Schedule of Fees included with the construction services agreement shall be amended to include \$23,208 in additional compensation for these additional services. Compensation will be on a lump sum basis as defined in the original Agreement.
3. All other portions of the construction services agreement remain in force.

IN WITNESS WHEREOF, both parties have caused this Amendment No. 1 to be executed by their duly authorized representatives.

ACCEPTED BY CLIENT:

CITY OF SPRING HILL, TENNESSEE

BY 

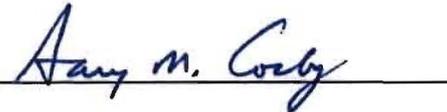
NAME Michael Dinwiddie

TITLE Mayor

DATE _____
(Insert here and on first line)

ACCEPTED BY CTI:

CONSOLIDATED TECHNOLOGIES, INC.
dba CTI ENGINEERS, INC.

BY 

NAME Gary M. Cosby, P.E.

TITLE President

DATE 11/18/11

ATTEST:

BY 

NAME April Goad

TITLE City Recorder

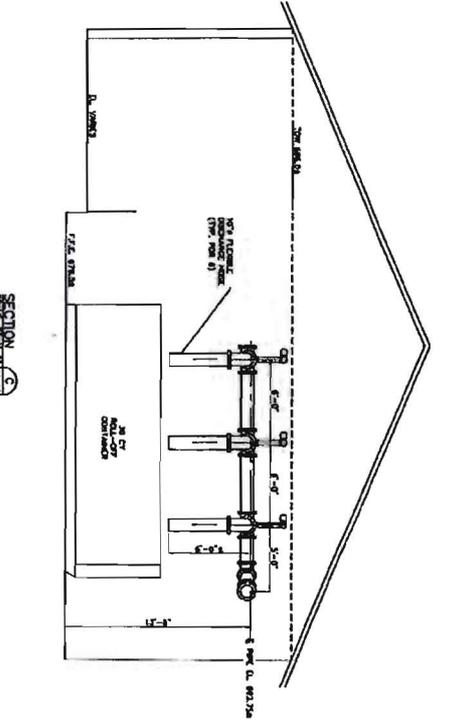
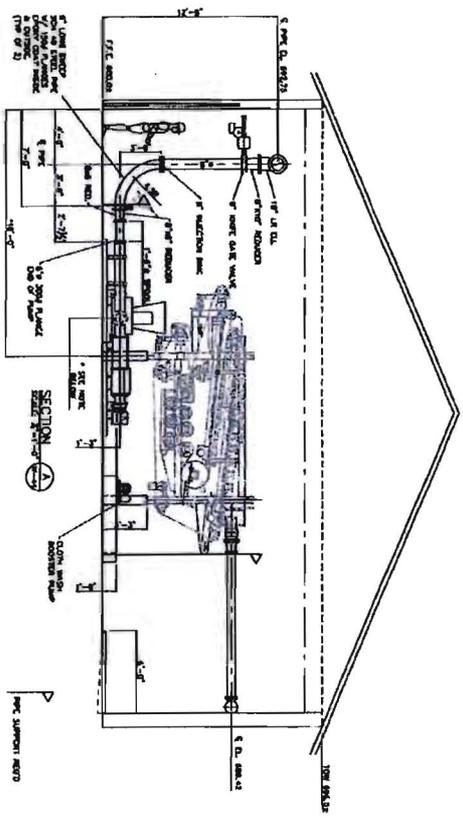
ATTEST:

BY 

NAME Allen D. Stephens, P.E.

TITLE Executive Vice President

CTI-Additional Design - 2nd Belt Filter Press							ADS	
Project Name: N09010-05 Spring Hill WWTP								
Date:	11/17/11							
Project Task	01 Exec. Engr. / Mgr.	03 Proj. Engr. / Mgr.	06 Sr. Drafter / Techn.	07 Drafter / Tech.	08 Sr. Proj. Rep	09 Geologist	11 Clerical / Secty.	
Detailed Press, Pump, & Piping Layout								
Filter Filter Presses	6		16					
Cake Feed Pumps	6		16					
Sludge Feed Pumps & Piping	6		16					
Polymer Feed System	6		16					
Evaluate Additional Support Utilites Needed								
Potable Water Requirements	2	4	2					
Plant Water Requirements	2	4	2					
Revise Structural Drawings								
Building Foundation Plan	1	4	6					
Equipment foundation Design	1	4	6					
Additional Piping Support	1	4	6					
Access Platform	1	4	2					
Revise Floor Drain layout	1	2	2					
Misc Details	1	4	4					
Additional Contract Administration								
Review Addional Shop Drawings	1	6	2				2	
Additional Contractor Coordination	1	8	2				2	
Additional Controls Coordination	1	8	2				2	
Additional Coordination with Subs	1	8	2				2	
Additional Sub-consultant Cost								
Plumbing Drawing Revisions								
Electrical Drawing Revisions								
Total Staff Hours	38	60	102	0	0	0	8	
Staff Billing Rates	\$ 172.00	\$ 134.00	\$ 79.00	\$ 69.00	\$ 75.00	\$ 128.00	\$ 58.00	
Staff Billing Totals	\$ 6,536	\$ 8,040	\$ 8,058	\$ 0	\$ 0	\$ 0	\$ 464	
Total Direct Labor	\$ 23,098							
Total Reimbursables	\$ 110							
Total Phase Billing Amt.	\$ 23,208							
				Reimb. Expenses				
				Mileage	0	mi	0.55	\$ 0.00
				Printing				\$ 100.00
				Reimb. Markup				1.1

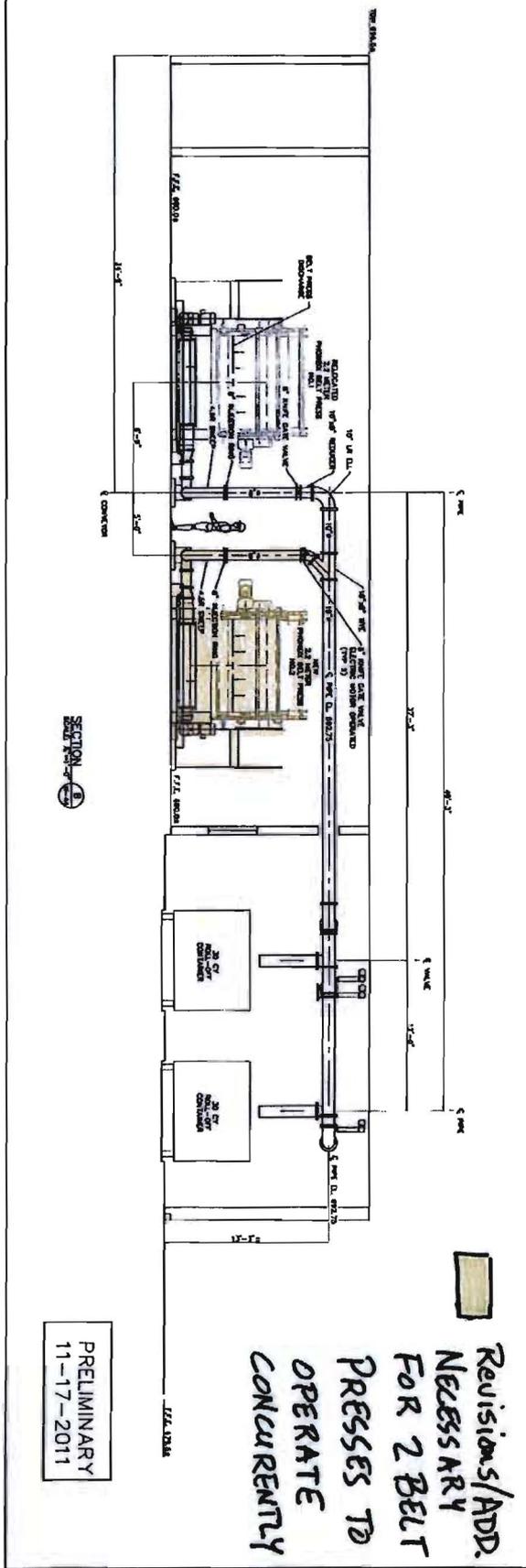


NOTES:
 1. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

REVISIONS
 1. CORRECTED ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
 2. CORRECTED ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
 3. CORRECTED ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
 4. CORRECTED ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.

Revisions/ADD. NECESSARY FOR 2 BELT PRESSES TO OPERATE CONCURRENTLY

PRELIMINARY
 11-17-2011



NO.	REVISIONS		
	NO.	DESCRIPTIONS	DATE
1	MISCELLANEOUS REVISIONS	11/17/11	ASB

DATE	10/09/10
BY	ASB
DATE	11-17-2011
BY	ASB

ENGINEERS, INC.

CITY OF SPRING HILL, TENNESSEE
 WASTEWATER TREATMENT PLANT EXPANSION

PROPOSED DEWATERING BUILDING SECTIONS

THIS DOCUMENT IS AN INSTRUMENT OF SERVICE PREPARED BY ENGINEERS, INC. FOR THE CITY OF SPRING HILL, TENNESSEE. IT IS THE PROPERTY OF ENGINEERS, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DOCUMENT WITHOUT THE WRITTEN CONSENT OF ENGINEERS, INC. IS STRICTLY PROHIBITED. ENGINEERS, INC. SHALL NOT BE RESPONSIBLE FOR CONSEQUENCES RESULTING FROM THE USE OF THIS DOCUMENT FOR ANY OTHER PROJECT OR SITE.