



# DeKalb County Government

Manuel J. Maloof Center  
1300 Commerce Drive  
Decatur, Georgia 30030

## Agenda Item

File ID: 2019-3321

Substitute

7/23/2019

**Purchasing Type:** Change Order (CO)

**Public Hearing:** YES  NO

**Department:** Purchasing & Contracting

### AGENDA ITEM:

**Commission District(s):** All

CO - Change Order No. 4 to Contract No. 07-901001 Engineering Services for Snapfinger and Pole Bridge Creek Wastewater Treatment Plant Expansion: for use by the Department of Watershed Management (DWM). This contract consists of providing professional engineering services to Pole Bridge Creek Wastewater Treatment Plant and the Phase 2 expansion of the Snapfinger Advanced Wastewater Treatment Facility. Awarded to Parsons Water and Infrastructure, Inc. Amount Not To Exceed: \$1,129,255.00.

**Information Contact:** Talisa Clark, CPPO

**Phone Number:** (404) 687-2797

### PURPOSE:

Awarded by the BOC on December 11, 2007 for an amount not to exceed \$29,966,822.00. On October 14, 2008, the BOC approved Change Order No. 1 to modify the existing rate structure, labor classifications and scope of work. On January 22, 2013, the BOC approved Change Order No. 2 to increase the performance time by 1826 days and re-allocate \$7,689,758.00 of the remaining funds from the original not to exceed Contract Amount to the Snapfinger construction phase. On February 25, 2016, the BOC approved Change Order No. 3 to increase funding in an amount not to exceed \$6,000,000.00 and to extend the contract end date to May 19, 2023. This request will authorize additional visits to the construction site, additional responses to defective work notices and additional reviews of shop drawings and samples and authorize new tasks related to the dewatering building, including on-site engineering services for six months for the construction of the dewatering building; testing, check-out and startup services for the dewatering building; preparation of an Operations and Maintenance Manual for the dewatering building and training on the use of the manual; attendance at the pre-start up conference; review of vendor provided data; complete walk through of the dewatering building to identify punch list items and any deficiencies and a final walk through and witnessing system tests for the dewatering building.

### RECOMMENDATION:

Recommend approval of Change Order No. 4 with:

Parsons Water and Infrastructure, Inc., 5390 Triangle Parkway, Suite 100, Norcross, GA 30092

Amount Not To Exceed: \$1,129,255.00

and authorize the Chief Executive Office to execute the change order and all associated documents.

### ADDITIONAL INFORMATION:

1. LSBE Participation: 23.89%
2. Contract Effective Date: December 11, 2007
3. Contract Expiration Date: May 19, 2023
4. Amount Spent to Date: \$30,491,746.03
5. Funding: Renewal and Extension – CIP Line No. 52

**AGENDA NOTES**

<p><b>Solicitation Name and Number</b></p>	<p>Engineering Services for Snapfinger &amp; Pole Bridge Creek Wastewater Treatment Plant Expansion  RFP 07-500058</p>
<p><b>Procurement Technician</b></p>	<p>Avenda Ali</p>
<p><b>Solicitation Name, Number and Contract Number of expiring/expired contract</b></p>	<p>Engineering Services for Snapfinger &amp; Pole Bridge Creek Wastewater Treatment Plant Expansion RFP 07-500058  Contract No. 07-901001 Parsons Water and Infrastructure, Inc.</p>
<p><b>Previous Contract Number, Contractor Name and Award Amount</b></p>	<p align="right">\$35,966,822.00</p> <p>07-901001- Parsons Water and Infrastructure, Inc.</p> <p>\$29,966,822.00 Initial \$6,000,000.00 Change Order No. 3</p>
<p><b>Previous Amount Spent on Expiring/Expired Contract</b></p>	<p align="right">\$30,491,746.03</p>
<p><b>Prime Contractor Information and LSBE – Subcontractor</b></p>	<p><b>Parsons Water and Infrastructure, Inc. (Prime)</b>          Years In Business: 18          Years Doing Business With DeKalb: 13   <u>Corporate Environmental Risk Management (LSBE-MSA) 2.02%</u>          Albert G. Edwards, Managing Director          1990 Lakeside Pkwy #300, Tucker, GA 30084          Years In Business: 24          Years Doing Business With DeKalb: 15  <i>Building Inspection Services</i>          Amount Spent: \$605,776.00   <u>Ebony Glass and Mirror (LSBE-DeKalb) 20%</u>          Arthur Queen, President          4251 East Side Drive          Decatur, GA 30034          Years In Business: 18          Years Doing Business With DeKalb: 12  <i>Engineering Services, Glass Services and Program Management/Construction Management Services</i>          Amount Spent: \$4,389,394.00</p>

Full Circle Communications, LLC (LSBE-DeKalb) 0.11%

Heather Fatzinger, President & CEO

2046 Hatteras Way

Atlanta, GA 30318

Years In Business: 16

Years Doing Business With DeKalb: 12 [as LSBE subcontractor]

*Community & Public Relations Services*

Amount Spent: \$11,055.00

R2T, Inc. (LSBE-DeKalb) 0.12%

Kimberly Ajy, President

1841 Peeler Rd Unit C

Dunwoody, GA 30338

Years In Business: 14

Years Doing Business With DeKalb: 8

*Construction, Environmental, Water and Wastewater, Utility and General Contractor*

Amount Spent: \$ 27,941.00

The Collaborative Firm, LLC (LSBE- DeKalb) 1.23%

Michael Hightower- Founder

1514 Cleveland Ave, Atlanta, GA 30344

Years In Business: 18

Years Doing Business With DeKalb: 12

*Urban Planning, Program Management, Engineering Support and Architectural Services*

Amount Spent: \$389,289.00

Vernell Barnes Architect (LSBE- DeKalb) 0.42%

Vernell Barnes, Owner

3826 Loyola Ct, Decatur, GA 30034

Years In Business: 17

Years Doing Business With: DeKalb: 12 [as LSBE subcontractor]

*Architecture Services*

Amount Spent: \$160,854.00

**Attachments**

User Department Change Order Request No. 4

**STATE OF GEORGIA**

**COUNTY OF DEKALB**

**AMENDMENT NO. 4  
TO  
CONTRACT NO. 07-901001**

**THIS AMENDMENT** is by and between DeKalb County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and Parsons Water & Infrastructure Inc., a corporation organized and existing under the laws of the State of Delaware, with offices in Gwinnett County, Georgia (hereinafter referred to as the “Engineer”).

**WITNESSETH:**

**WHEREAS**, County and Engineer have previously entered into a certain Agreement dated December 11, 2007, (**DeKalb County Contract No. 07-901001**) (hereinafter referred to as the “Agreement” or “Contract”) relating to the Snapfinger and Pole Bridge Wastewater Treatment Plant Expansion (hereinafter referred to as the “Project”); and,

**WHEREAS**, the Agreement has been previously amended through Amendment No. 1, executed on February 12, 2009, Amendment No. 2, executed on January 28, 2013 and Amendment No. 3 executed on April 21, 2016; and,

**WHEREAS**, County and Engineer desire to revise portions of the existing scope of work to reflect modifications to the Project since the execution of Change Order No. 3, add additional work to Task 7, and add funding to the Contract in an amount not to exceed \$1,129,255.00;

**WHEREAS**, County acknowledges that Parsons will submit another change order to the County to address an extension of services and additional funds subsequent to this execution of Amendment No. 4 for the County's consideration; and

**WHEREAS**, the County Board of Commissioners approved the terms of this Amendment No. 4 on \_\_\_\_\_;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the Parties hereto do hereby agree and consent to the following:

As full payment for the faithful performance of services for the work described in this Amendment No. 4, the County shall pay to the Engineer an amount not to exceed one million one hundred twenty-nine thousand two hundred fifty-five dollars (\$1,129,255), that is in addition to the Six Million Dollars (\$6,000,000) authorized in Amendment No. 3 for work through May 19, 2023.

The Engineer agrees that its services as described in this Amendment No. 4 will generally comply with the cost summary set forth in Attachment A.1 hereto, labeled "Cost Summary." The Engineer agrees that its billing rates shall not exceed the Position Billing Rates set forth in Attachment A.2 to Amendment No. 3.

**The scope of work as detailed in Amendment No. 3 remains unchanged except the following additions shall be made to Article III. Scope of Work, Task 5 and Task 7:**

**Add a new subsection “c” to Task 5, section v., Visits to Site and Observation of Construction, to read as follows:**

c. Furnish Engineer site visits for 2 full days per week starting July 1, 2019 until December 31, 2019. This item is limited to the labor hours and total cost presented for this line item in Attachment A.1 to this Amendment No. 4.

**Add a new subsection “a” to Task 5, section vi., Defective Work, to read as follows:**

a. The original budgeted hours (432 hours) and cost (\$59,280) for this item as outlined in Amendment 3 Attachment A.1 have been exceeded. Additional hours and cost are allocated for the period of July 1, 2019 through December 31, 2019 as shown in Attachment A.1 to this Amendment No. 4. This task is limited to the labor hours and total cost presented for this line item in Attachment A.1 to this Amendment No. 4 to continue this scope from July 1, 2019 until December 31, 2019.

**Add a new subsection “a” to Task 5, section ix., Shop Drawings and Samples, to read as follows:**

a. Additional hours and cost are necessary to review an estimated 193 submittals from July 1, 2019 until December 31, 2019 at an estimated review time of 14 hours per submittal. This task is limited to the labor hours and total cost presented for this line item in Attachment A.1 to this Amendment No. 4 to continue this scope from July 1, 2019 until December 31, 2019.

**Add a new subsection “a” to Task 5, section xvi. Final Notice of Acceptability of Work, to read as follows:**

a. Provide letter to Georgia Environmental Protection Division certifying construction is completed for the dewatering building in accordance with the Design Development Report and approved contract documents. If required, provide a letter to DeKalb Department of Planning and Sustainability certifying construction of the dewatering building is completed in accordance with the approved contract documents. These letters will be based on the documents provided by the Construction Manager and the Contractor, and the Engineer’s knowledge based on extent of services provided under the Contract No. 07-901001. This assumes adequate documentation of construction is provided by the Construction Manager and the Contractor. If Engineer believes adequate documentation of construction is not being provided by the Construction Manager or Contractor to certify construction completion of the dewatering building, Engineer shall report this to DeKalb County’s onsite Project Manager so that adequate documentation can be obtained. Cost for this

subsection a are limited to the labor hours and total cost presented for this line item in Attachment A to this Amendment No. 4.

**Add the following to Task 7 – Additional Services Requiring County’s Written Authorization:**

- v. Support Dewatering Building Interim Milestone: Separate services for the dewatering building full-scale operation are not included. Record drawings will be provided as part of the full-scale plant operation package if authorized by the County.
- a. On-Site Engineering Specialists: Provide one (1) full-time (40 hours/week) and one part-time (24 hours/week) on-site Engineering Specialists for a total of 6-months to support ongoing construction of the dewatering building. Engineering Specialists will be varied based on the specific needs of the project. This support is provided on a time and materials basis to support engineering responses to Department of Watershed Management (DWM) and the construction team, and to witness the ongoing construction process. The scope of the Engineering Specialists, along with Parsons support staff shall include:
- Attend weekly coordination meetings and monthly progress meetings as needed in place of or to supplement to the Project Manager.
  - Review and verify the final Product List provided by the Contractor identifying all the major equipment, products installed and special tools, with the name of manufacturer, trade name and model number.
- b. Testing, Checkout and Start-Up Services: The scope of the Checkout, Testing, Start-up and Commissioning phase services will include the following observations (and associated documentation) as per the requirements of Contract Specifications Sections 01640, 01655 and 01700: mechanical and electrical equipment installation, equipment verification, system demonstration, operational checks, functional testing, field and performance testing. This scope will cover mechanical equipment functional testing of equipment for the early completion Dewatering Building start-up. The main process and Administration Building start-up and commissioning is excluded from this proposal. The subcategories below are limited to the labor hours and total cost presented for this line item in Attachment A.1.
- i. Pre-Start-up Conference: Parsons will assist with and attend the pre-start-up conference along with the Contractor, the Owner’s representative(s), operations staff, stakeholders and other relevant parties to review and discuss the Start-up and demonstration scope requirements. Parsons will help to identify facilities requirements, identify the commissioning teams and responsibilities and the scheduling of the next steps. Parsons will review the Contractor’s supplied agenda and submittals as per the requirements of specifications section 01655 – Starting of Systems.
- Parsons will review and comment on:

- Qualifications of the Contractor's proposed Start-up Manager
  - Pre-Conference Agenda provided by the Contractor
  - Meeting Minutes and guideline notes
  - Preliminary commissioning team organization chart
  - Startup and Demonstration Schedule
  - Initial Check-out Plan Review
- ii. Review Vendor(s) Provided Data: Parsons shall review final manufacturers and vendors Shop Testing reports, Physical Checkout reports, Field Testing reports, certifications, guarantees, warranties, data sheets, recommended preventative and corrective maintenance protocols and spare parts lists. Parsons will also verify that required certificates of proper installation are completed, signed and dated by the manufacturer's service representative. Review Plant Assets List including: "Tag#", "Description" and "Location Detail" in list compiled by Contractor during construction phase.
- iii. Operations and Maintenance Manual: Parsons will prepare a facility O&M Manual for the dewatering building interim operations only. The O&M manual will include a plant overview, unit processes, electrical power distribution, SCADA systems, and buildings and support systems. Each chapter for unit process will provide:
- Detailed design data,
  - Equipment list with operating characteristics
  - Process description
  - Process flow diagram
  - Process control philosophy and control strategies
  - Initial operating parameters, set points and range
  - Standard operating procedures for operations
  - Startup, shutdown, and bypass procedures
  - A description of alarms, interlocks, and recommended responses
  - Process troubleshooting,

Existing WWTP Solids Train units that will remain in operation after interim startup of the dewatering building will be included in the O&M manual to the degree that the existing operations and maintenance changes. The plant operators will refer to existing plant/equipment manuals for existing operations and maintenance that does not change.

The O&M manual will be provided in a format suitable for use in the field. Parsons will coordinate the O&M manual with the vendor O&M Manuals which are provided and assembled by the Contractor, with like systems grouped together



under separate subfolders. The O&M Manual will be provided in pdf format with links to supporting documents (Vendor O&M manuals, contract drawings, and specifications).

Parsons will deliver the O&M manual to facilitate plant operations and to meet GA EPD requirements. Following start-up and commissioning, Parsons will revise the dewatering building interim O&M manual based on operations during the commissioning process.

**Deliverable(s):**

- Facility Operations and Maintenance Manual – Solids Train (Dewatering Building Interim Operation)
- Presentation of O&M manual and training on the use of the manual.

The O&M manual will exclude all detailed preventative maintenance tasks and schedules. The Contractor is to supply preventive maintenance tasks and schedules.

- iv. **Pre-Checkout Facility (Solids Train) Walk:** Parsons will conduct a complete facility walk through to identify punch-list items and confirm non-conformance and deficiencies have been addressed. This one-time facility walk is to be conducted once the contractor and the construction manager have corrected all known issues.

**Deliverable(s):**

- Punch List

- v. **Check-out and Start-up Plans Oversight:** Parsons shall review contractor-provided project specific Functional Testing, Check-out and Start-Up Plans along with Checklists and Logs; verify that manufacturer(s) pre-start and start-up checks are incorporated into the checklists; review the calibration certificates of special testing equipment and source of the testing media (Water, Sewage, Power, etc.) along with any interim temporary connections and/or disposal points; review and verify safety, bypass, discharge points, shutdown and emergency procedures; and review equipment check-lists, calibration sheets, forms, support and temporary equipment, and the necessary interfaces.

The Contractor shall conduct check-out and start-up and shall provide all labor, tools, equipment, monitoring devices, specialized equipment, etc. required to start, checkout, and functionally test equipment and systems.

**Review(s):**

- Checkout and Start-Up Checklists and Logs

- Updated Check-out Plan. The plan shall be signed off jointly by the relevant Start-Up Manager, Owner's Representative and Construction Manager.
- Review proposed Pass/Fail criteria for testing.

vi. Dry Inspection and Initial System Tests: Parsons will witness, including to confirm test adequacy and test pass/fail, Dry inspection and initial tests of equipment installed to demonstrate readiness for wet commissioning of the Solids Train. Tests shall include operating the components through each of the written sequences of operation, and verification of proper interconnection and integration to other systems as required. Review updated Commissioning Log with any testing items that pass or do not pass Contract Requirements.

Review(s):

- Commissioning Log and Test Reports

vii. Unit Checkout and Functional Testing: Parsons will witness, including to confirm test adequacy and test pass/fail, stand-alone Unit Testing and Functional Testing conducted by the Contractor's start-up team.

Review(s):

- Proper performance and demonstration of equipment and systems during the Unit Checkout and Functional Testing phase.
- Witness and retesting as necessary. One retest of each Unit Checkout and Functional Test will be provided as part of normal checkout. Additional retests will be considered additional and outside the normal scope of work.

viii. Operator Training: Parsons will attend some major equipment training classes to perform spot checks to ensure adequacy of training, and consistency with the O&M manual. Parsons will review training manuals, lesson plans, handouts and reference materials provided by the Contractor for each training session. Following the Classroom training, Parsons will follow through with plant operational staff, Contractor and specialty equipment manufacturers that hands-on field training for the new treatment process and support systems (e.g., electrical, SCADA) has been completed. Parsons will review and comment on Contractor's provided lessons plans.

Review(s):

- Training Agenda and Topics
- Comments Report
- Final Training Plan/Manual

ix. Performance Testing and 30-Day Operating Test: Parsons will witness, including to confirm test adequacy and test pass/fail, the performance testing and

30-day operating test period for the dewatering building interim milestone to verify performance metrics and validate operation. Performance testing may run concurrent with or separate from the 30-Day Operating Test and shall be as required to comply with the specified process performance test durations in the equipment specifications.

Deliverable(s):

- Review of Interim Commissioning and Inspection Reports
- Letter of Recommendation for acceptance of equipment and/or Systems.

x. Retesting of Major Systems: Witness retesting as necessary. One retest of each major system will be provided as part of normal checkout. Witness of retesting will be performed by Parsons. Additional retests beyond one retest will be considered additional and outside the normal scope of work.

xi. Final Job Walk: Upon completion of all retesting, Parsons shall conduct a final complete Solids Train facility walk for the dewatering building interim milestone to verify completion of all punch list items.

Deliverable(s):

- Final completed Punch List Report (dewatering building interim milestone only)

I. **NO ADDITIONAL MODIFICATION**. All other terms and conditions of the Agreement remain unchanged and in full force and effect. The terms and conditions contained in this Amendment No. 4 shall govern over any inconsistent terms and conditions contained in the Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives.

**PARSONS WATER AND  
INFRASTRUCTURE INC.**

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_ (SEAL)

Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTARY:**

Subscribed and Sworn before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ **by Dir. (SEAL)**

Michael L. Thurmond  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
BARBARA SANDERS-NORWOOD, CCC  
Clerk of the Chief Executive Officer  
And Board of Commissioners of  
DeKalb County, Georgia

\_\_\_\_\_  
Date

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Director  
Department of Watershed Management

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
County Attorney Name (Typed or Printed)

**CERTIFICATE OF CORPORATE RESOLUTION**

I, \_\_\_\_\_, certify the following:

That I am the duly elected and authorized Secretary of \_\_\_\_\_  
(hereinafter referred to as the "corporation"), a corporation organized and incorporated to do  
business under the laws of the State of \_\_\_\_\_;

That said corporation has, through lawful resolution of the Board of Directors of the  
corporation, duly authorized and directed \_\_\_\_\_, in his official  
capacity as \_\_\_\_\_ of the corporation, to enter into and execute  
the following described agreement with DeKalb County, a political subdivision of the State of  
Georgia:

**Amendment No. 4 to Contract No. 07-901001 Snapfinger and Pole Bridge  
Wastewater Treatment Plant Expansion**

That the foregoing Resolution of the Board of Directors has not been rescinded, modified,  
amended, or otherwise changed in any way since the adoption thereof, and is in full force and  
effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(CORPORATE SEAL)  
(Secretary)

