



# PROPOSED CHANGE ORDER REQUEST

*Department of Watershed Management*

**Contract Name:** Professional Engineering Services **Date:** 11/2/2016  
**Contractor:** CH2M Hill  
**Contract Number:** 14-902800 **Contract Amendment Number:** 1  
**Contract Amendment Category:**     Cost     Schedule     Scope     Deliverables

Original Contract \$ Amount:	Contract Start Date:	Original Contract Time:	Original Contract End Date:
<b>\$14,865,616.00</b>	<b>4/7/2014</b>	<b>2094</b>	<b>12/31/2019</b>

NTP Start Date:	Original Performance Days:	Original Performance End Date:
<b>4/14/2014</b>	<b>1460</b>	<b>4/13/2018</b>

Previous Change Order:	Previous Time Extensions (Days):	Previous Changes to \$ Amount:
<b>Change Order No. 1:</b>	<b>0</b>	<b>\$0.00</b>
<b>Change Order No. 2:</b>	<b>0</b>	<b>\$0.00</b>
<b>Change Order No. 3:</b>	<b>0</b>	<b>\$0.00</b>
Current Contract Amount:	Current Performance Time (Days):	Current Performance End Date:
<b>\$14,865,616.00</b>	<b>1460</b>	<b>4/13/2018</b>

**Description of Proposed Changes:** Change order number 1 is being proposed to add time, scope, and budget to extend the contract to align with Consent Decree dates and delivery schedules.

**Justification of Proposed Changes:** The Consent Decree has a deadline of June, 2020. This contract will be extended to match the deadline so the Program Management team will work through to the end of the time. The scope is extended to meet all projects and programs that are necessary in the Consent Decree.

Proposed Additional Performance Days:	Proposed Cumulative Performance Days:	Proposed Performance End Date:	Proposed Contract End Date:
<b>809</b>	<b>2269</b>	<b>6/30/2020</b>	<b>12/31/2021</b>
Proposed Changes to Dollar Amount:	Proposed Cumulative Contract Amount:	Amount Spent To Date:	
<b>\$19,087,751.00</b>	<b>\$33,953,367.00</b>	<b>\$10,509,371.53</b>	

**Describe Any Risk Associated With This Change:** Risk is mitigated by keeping program management team accountable for the entire Consent Decree. The extension keeps them as engineer of record until final deadline.

**Effect of NOT Approving This Change:** There will not have enough time to complete the original scope of work.

**Deputy Director's Approval:**

- Accepted
- Rejected

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

*[Handwritten Signature]*  
Margaret E. Tanner  
11/3/2016

**Watershed Director's Approval:**

- Accepted
- Rejected

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

*[Handwritten Signature]*  
Scott A. Towler  
11/4/2016

**Chief Operating Officer's Approval:**

- Accepted
- Rejected

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

*[Handwritten Signature]*  
2-24-17

Contract Name: Professional Engineering Services

Contractor: CH2M Hill

Contract Number: 14-902800

Contract Amendment Number: 1



**CH2M**  
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**Darren Eastall  
Consent Decree Administrator  
DeKalb County Department of Watershed Management (DWM)  
1641 Roadhaven Drive  
Stone Mountain, GA 30083**

**August 31, 2016**

**Subject: CH2M First Amendment Final Documents**

**Dear Mr. Eastall,**

**In response to DWM's request for additional services, attached please find the following documents:**

- **First Amendment to the Agreement for Professional Services**
- **Change Order/Amendment Scope of Work (beginning January 1, 2017), and**
- **CH2M Proposed Change Order to Contract #14-902800, dated 8/31/2016 (cost summary)**

**These three documents collectively describe the revisions to our Agreement that enable us to provide the requested services, a description of the services, and a cost estimate for same, and replaces our previous submittal dated July 22, 2016.**

**We appreciate the opportunity to be of service to DeKalb County and the DWM in support of the Consent Decree Compliance Program. Please do not hesitate to contact us if there are any questions or if additional information is required.**

**Regards,**

**CH2M**

**Rick Hirsekorn  
Vice President**

**XC: Margaret Tanner/DWM  
Jim Heydorn/CH2M**

**CH2M Proposed Change Order to Contract #14-902800  
8/31/2016**

	Existing Contract	Proposed Change Order	Total
Task Name	April 2014 to September 2017 Existing Budget (3.5 years)	January 2017 to June 2020 (3.5 years) *1	April 2014 to June 2020
Task #01 Program Management	\$1,867,312	\$3,527,144	\$5,394,456
Task #02 CD Budget, Schedule & Cost	\$956,273	\$998,292	\$1,954,565
Task #03 CD Compliance	\$229,557	\$96,989	\$326,546
Task #04 - CMOM Programs - Projects	\$7,877,817	\$4,707,324	\$12,585,141
Task #05A - CMOM Programs - O&M	\$1,486,504	\$308,468	\$1,794,972
Task #05B - Cityworks	\$772,061	\$1,889,845	\$2,661,906 *2
Task #06 Document Management	\$1,060,836	\$346,578	\$1,407,414
Task #07 Risk Management	\$21,645	\$0	\$21,645
Task #08 Quality Management	\$61,280	\$0	\$61,280
Task #09 Real Estate Acquisition and Permitting	\$14,763	\$0	\$14,763
Task #10 Community Outreach	\$517,568	\$0	\$517,568
Task #11 Consent Decree Technical Services	\$0	\$6,198,405	\$6,198,405
Task #12 Additional Services	\$0	\$1,014,706	\$1,014,706
<b>TOTAL</b>	<b>\$14,865,616</b>	<b>\$19,087,751</b>	<b>\$33,953,367</b>

\*1—Includes 9 month overlap between original agreement and change order, to cover Tasks 5B, 11 and 12

\*2—Includes monthly data hosting and annual licensing fee of approximately \$125,000/year

Tasks 5B, 11, and 12 are intended to provide services specifically related to consent decree compliance through June 2020.

**FIRST AMENDMENT  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS FIRST AMENDMENT to the Agreement for Professional Services ("First Amendment") is dated as of January 1, 2017 "Effective Date", and is entered into between DeKalb County, a political subdivision of the State of Georgia, ("County") and CH2M HILL Engineers, Inc. ("Contractor"), and amends the Agreement for Professional Services between County and Contractor dated April 7, 2014 ("Agreement") as follows:

1. Article I. Contract Time of the Agreement is hereby amended to add the following:

The term of this Agreement shall be extended to June 30, 2020 or the end of the County' Consent Decree obligations. The County's Consent Decree obligations are expected to end on June 30, 2020.

2. Article II. Contract Term of the Agreement is hereby amended as follows:

Replace:

From: "(iii) terminate absolutely, with no further renewals, on December 31, 2019, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of the Contract."

To: "(iii) terminate absolutely, with no further renewals, on December 31, 2022, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of the Contract."

3. Article III. Payment of the Agreement is hereby amended to add the following:

For the work contained in the original Agreement, Contractor shall continue to invoice the County based upon current billing rates. Effective January 1, 2017, for services contained within this Amendment, Contractor shall invoice County based on labor times a multiplier of 2.5, with a maximum hourly billing rate not to exceed \$250.00/ hour. The Contract Price for additional services from January 1, 2017 through June 30, 2020, which is an amount not to exceed \$19,087,751 unless by written Change Order (overall Agreement Price of \$33,953,367) in accordance with the terms of the Contract, and is detailed in the CDPMT Resource Loaded Projections—Change Order, August 31, 2016.

4. Article IV. Scope of Work of the Agreement is hereby amended to add the following:

Effective January 1, 2017, Contractor's services are expanded to include services in addition to consent decree program management services. The additional services shall be performed in accordance with Change Order/Amendment Scope of Work dated January 1, 2017 (see attachment).

5. Article V. General Conditions of the Agreement is hereby amended to add the following:

Effective January 1, 2017 and applicable to Change Order/Amendment Scope of Work dated January 1, 2017, the following supplemental general conditions are added to the Agreement:

## **Supplemental Terms Applicable to Change Order/Amendment Scope of Work:**

### **Standard of Care**

The standard of care applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors or consultants performing the same or similar Services at the time said services are performed. Contractor will reperform any services not meeting this standard without additional compensation.

### **Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project(s) cost and/or execution. These conditions and cost/execution effects are not the responsibility of Contractor.

### **Contractor's Personnel at Construction Site**

The presence or duties of Contractor's personnel at a construction site or a project, whether as onsite representatives or otherwise, do not make Contractor or Contractor's personnel in any way responsible for those duties that belong to County and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

Contractor and Contractor's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Contractor's own personnel.

The presence of Contractor's personnel at a construction site or project site is for the purpose of providing to County a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Contractor neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

### **Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules under this Agreement, Contractor has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project(s) costs or schedules. Therefore, Contractor makes no warranty that County's actual project(s) costs, financial aspects, economic feasibility, or schedules will not vary from Contractor's opinions, analyses, projections, or estimates. If County wishes greater assurance as to any element of any project(s) cost, feasibility, or schedule, County will employ an independent cost estimator, contractor, or other appropriate advisor.

**COUNTY-Furnished Data**

County will provide to Contractor all data in County's possession relating to Contractor's services on the project(s). Contractor will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by County.

**Access to Facilities and Property**

County will make its facilities accessible to Contractor as required for Contractor's performance of its services and will provide labor and safety equipment as required by Contractor for such access. County will perform, at no cost to Contractor, such tests of equipment, machinery, pipelines, and other components of County's facilities as may be required in connection with Contractor's services.

**Advertisements, Permits, and Access**

Unless otherwise agreed to, County will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for Contractor's services or project(s) construction.

**Timely Review**

County will examine Contractor's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as County deems appropriate; and render in writing decisions required by County in a timely manner.

**Prompt Notice**

County will give prompt written notice to Contractor whenever County observes or becomes aware of any development that affects the scope or timing of Contractor's services, or of any defect in the work of Contractor or construction contractors.

**Asbestos or Hazardous Substances**

If asbestos or hazardous substances in any form are encountered or suspected, Contractor will stop its own work in the affected portions of the project(s) to permit testing and evaluation. If asbestos is suspected, Contractor will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. If hazardous substances other than asbestos are suspected, Contractor will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated. County recognizes that Contractor assumes no risk and/or liability for a waste or hazardous waste site originated by other than Contractor.

**Contractor Indemnification and Claims**

Contractor agrees to include in all construction contracts the provisions of Contractor's Personnel at Construction Site, and provisions providing contractor indemnification of County and Contractor for contractor's negligence.

County shall require construction contractor(s) to name County and Contractor as additional insureds on the contractor's general liability insurance policy. County agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

"County contractors, subcontractors, and equipment and material suppliers on the project, or their sureties, shall maintain no direct action against Contractor, Contractor's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the services performed. County will be the only beneficiary of any undertaking by Contractor."

**Force Majeure**

Contractor is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of Contractor. In any such event, Contractor's contract price and schedule shall be equitably adjusted.

**Indemnification**

To the extent permitted by current law, Contractor agrees to indemnify County for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of Contractor, Contractor's employees, affiliated corporations, and subcontractors in connection with the project(s). County agrees to indemnify Contractor from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of County, or its employees or contractors in connection with the project(s).

**Materials and Samples**

Any items, substances, materials, or samples removed from the project(s) site for testing, analysis, or other evaluation will be returned to the project(s) site(s) within 60 days of project(s) close-out unless agreed to otherwise. County recognizes and agrees that Contractor is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

**Contractor's Deliverables**

Contractor's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by Contractor are for County or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

- 6. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, each of the parties to this First Amendment have caused its duly authorized officers to execute this Amendment on behalf of that party.

*[Signature page follows.]*

**DEKALB COUNTY, GEORGIA**

Dated: \_\_\_\_\_, 201\_\_\_\_ By: \_\_\_\_\_  
[NAME, TITLE]

**CH2M HILL ENGINEERS, INC.**

Dated: \_\_\_\_\_, 201\_\_\_\_ By: \_\_\_\_\_  
Stuart Jeffcoat, PE Vice-President







CDPMT Resource Loaded Projections - Hours (Change Order)

Task Name	2017												2018												2019												2020												Hours	Cost				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec						
Task 022 Additional Services	160	160	184	160	176	176	168	184	160	176	160	152	160	160	176	168	184	160	176	160	176	160	152	160	160	176	168	184	160	176	160	176	160	152	160	160	176	168	184	160	176	160	176	160	152	4,844	\$444,012							
Senior Engineer																																																		1,016	\$81,344			
Inspector 1																																																				1,016	\$81,344	
Inspector 2																																																					1,016	\$81,344
Total																																									1,016	\$81,344												

