

**RESOLUTION 21-175**

**A RESOLUTION TO APPROVE AMENDMENT NO. 1 FOR PROFESSIONAL SERVICES AGREEMENT WITH SUEZ ADVANCED SOLUTIONS FOR THE HIGH-PERFORMANCE LINING SYSTEM FOR THE OXIDATION BASIN AT THE WASTEWATER TREATMENT PLANT PROJECT**

**WHEREAS**, the City of Spring Hill Board of Mayor and Aldermen approved the professional services agreement with Suez Advanced Solutions for the first phase of the Oxidation Basin Repairs Project (“Project”) with Resolution 21-42; and

**WHEREAS**, the original agreement for repairs and lining system installation included exclusively focusing oxidation basin No. 1; and

**WHEREAS**, Suez Advanced Solutions has submitted Amendment No. 1 for the second phase of the project for the Oxidation Basin No. 2 and 4 filters to have concrete and surface deficiencies repaired, removal of existing sludge and filter media respectively, and application of high-performance lining system; and

**WHEREAS**, funding for Amendment No. 1 would be from original budgeted funds in the amount of \$1,897,182.00 as obligated to the Oxidation Basin Repairs project in the Wastewater Department Budget for FY 2021/2022 fund (410-52200-910); and

**WHEREAS**, City staff recommends approval of Amendment No. 1 with Suez Advanced Solutions for concrete and surface deficiency repairs, removal of existing sludge, and application of high-performance lining system Project in the not-to-exceed amount of \$1,897,182.00.

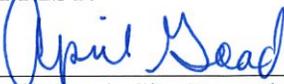
**NOW, THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve Amendment No. 1 attached hereto with Suez Advanced Solutions for the second phase of repairs to the Oxidation Basin No. 2 and Filters repairs of concrete and surface deficiencies, removal of existing sludge, and application of high-performance lining system project at a not-to-exceed amount of \$1,897,182.00.
2. Authorize the Mayor to sign the amendment attached hereto.

**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18<sup>th</sup> day of October, 2021.**

  
Jim Hagaman, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney



**REQUEST:** *Approval of Resolution 21-175*

**SUBMITTED BY:** Jessica Weaver, Interim Utility Director

**DATE:** October 18, 2021

**RE:** To approve Amendment No. 1 with Suez Advanced Solutions for the High-Performance lining system for the Oxidation Basin # 2 and Filters at the Wastewater Treatment Plant and to authorize the Mayor to sign the amendment

**ATTACHMENTS:** Amendment No. 7

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**PURPOSE:**

To approve Resolution 21-175 to approve Amendment No. 1 to the Professional Services Agreement with Suez Advanced Solutions for High-Performance lining system for the oxidation basin and filters at the Wastewater Treatment Plant and authorize the Mayor to execute the amendment.

**BACKGROUND:**

The City of Spring Hill currently has a professional services agreement with Suez Advance Solutions for the cleaning, repair of concrete surfaces, and application of high-performance lining system in the Oxidation basin #1, as approved by Resolution 21-42. In surveying oxidation basin #2 and filters it was determined that there will be an identical scope of work needed for Oxidation basin # 2 and four (4) filters. Filter media replacement will be removed during the concrete repair and lining project and new media will be installed once the lining project has been completed.

Suez Advanced Solutions has submitted Amendment No. 1 with a proposed not-to-exceed cost of \$1,897,182.00 for oxidation basin #2 and all four filters.

**FINANCIAL IMPACT:**

Amendment No. 1 would be funded from the budgeted design contingency (410-52200-910) which currently has \$ 1,932,182.00 available.

**STAFF RECOMMENDATION:**

Staff recommends approval of Resolution 21-175 to approve Amendment No. 1 with Suez Advance Solutions Project and to authorize the Mayor to sign the amendment at a not-to-exceed cost of \$1,897,182.00.

AMENDMENT NO. 1 TO CONTRACT FOR  
HIGH PERFORMANCE LINING SYSTEM FOR THE OXIDATION BASIN  
AT THE WASTEWATER TREATMENT PLANT BETWEEN  
UTILITY SERVICE CO., INC.  
AND  
CITY OF SPRING HILL, TN

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**OXIDATION BASIN AT THE WASTEWATER TREATMENT PLANT**

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1. **Effective Date.** The Effective Date for this Amendment No. 1 ("Amendment") to the Contract for High Performance Lining System for the Oxidation Basin between Utility Service Co., Inc. ("Company") and City of Spring Hill ("Owner") shall be October \_\_\_\_, 2021.
2. **Modification of Scope of Work.** The scope of work under the contract is hereby modified to add the following services, which are further detailed in Exhibit A:

**(A) Interior and Exterior Renovation of Filters**

Assets: Filter Structure including the four (4) filters, Clearwell and Mudwell

Summary of work to be performed:

- (i) Interior renovation of each filter including walls, gullet, and concrete washwater troughs.
- (ii) Interior renovation of clearwell and mudwell walls and floor. This will require temporary bypass pumping.
- (iii) Exterior renovation of filters, clearwell, and mudwell (exposed concrete walls). Excludes the Filter Building exterior walls.
- (iv) Filter renovation consisting of removal and installation of new filter media.

Detailed specifications for items (i) through (iv) above are attached hereto in Exhibit A, which incorporated herein by reference.

**(B) Interior Renovation of Oxidation Channel 2 and 2<sup>nd</sup> Anoxic Chamber**

Asset: Oxidation Channel 2 Tank

Summary of work to be performed:

- (i) Installation of high-performance lining system for the interior of the perimeter walls, along a 2-foot wide strip of the floor slabs where the walls meet slabs, effluent trough, and 2<sup>nd</sup> Anoxic Chamber.
- (ii) The Oxidation Basin walls and areas to be coated will require repairs of existing concrete cracks and any surface deficient areas.
- (iii) Oxidation Basin and designated areas will require removal and proper disposal of existing sludge matter, which may have settled within the basins, to be followed by a pressure wash cleaning. The cleaning of the basin walls and floor will be by cleaning of adequate pressure to remove any residual materials from the basin walls and floor.

Detailed specifications for items (i) through (iii) above are attached hereto in Exhibit A, which incorporated herein by reference.

3. **Modification of Contract Price.** The additional fee, which is in addition to the original contract amount of \$773,160.00, for the modified scope of work is \$1,897,182.00. Detailed pricing breakdown is below. This additional fee shall be invoiced by the Company and paid by the Owner on a monthly basis and based on milestones achieved under the modified scope of work.

Ox Interior Renovation	\$ 302,240
2nd Aer Interior Renovation	\$ 100,217
Structure Cleanout	\$ 277,481
Filter Interior Renovation	\$ 323,137
Filter Media Renovation	\$ 641,938
Clear and Mud Well Renovation	\$ 45,053
Clear and Mud Well Bypass	\$ 207,116
<b>Grand Total</b>	<b>\$1,897,182</b>

4. **Modification of Contract Time.** The contract time shall be extended for an additional one hundred eighty calendar days (6-months). Work shall not be allowed during unfavorable conditions and if the project is not completed prior to winter, then the work will require suspension until favorable weather returns in spring. Any such delay due to unfavorable weather shall be an excusable delay without penalty to the Company.
5. **Ratification of Original Contract.** Except as expressly amended and modified herein, the parties do hereby ratify and affirm the original contract, and acknowledge their binding effect upon the parties
6. **Authorization to Execute.** The signatories below certify that they are duly authorized to execute this Amendment on behalf of the entities represented.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective the day and year first above written.

OWNER

City of Spring Hill

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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



Jim Hagaman

Mayor

10-18-2021

COMPANY

Utility Service Co., Inc.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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



Catherine Ricou

President

October 13, 2021

## Exhibit A

### **Interior and Exterior Renovation of Filters, Mudwell and Clearwell**

#### Interior Renovation

NOTE: Floor of mudwell and clearwell, and one side of common wall in clearwell will not be renovated.

#### Concrete:

Surface Preparation: Prepare specified concrete surfaces per SSPC-SP13 to achieve a minimum concrete surface profile of CSP-5 per ICRI.

Resurfacer: Resurface specified interior concrete as needed with Tnemec Series 218 to fill voids, bugholes, or any surface defects to facilitate coating application.

Finish: Apply two (2) coats of Tnemec Series 435 PermaGlaze at 15-20 mils DFT, each coat.

#### Repairs

Repair Quantity - Concrete Crack and Joint Repair: For the purposes of establishing a basis of quantity and not assigning a unit price, the proposal includes an estimated quantity of 400 lft of interior and 400 lft of exterior crack repair for cracks that are not actively leaking. The quantity given is not a guarantee of the amount of repair to be performed or include any latent defects not found during our visual observations of the Asset. The Company reserves the right to request a change order for unforeseen or latent defects, if determined necessary.

Interior Concrete Repair: Prepare crack and clean joint free of oils and foreign material. If necessary, apply joint sealant to crack and tool level with surface. If necessary, apply CIM tape with saturant coat of Tnemec 435 to identified crack.

Exterior Concrete Repair - Crack Repair-Tape: Prepare crack and clean joint free of oils and foreign material. Apply joint sealant to crack and tool level with surface. Apply TN152 tape with saturant coat of Tnemec Series 156, if needed to all necessary cracks

#### Gravity Filter Renovation

Filters to be completed with one filter out of service at a time. A total of four (4) mobilizations are included in this proposal.

Remove all filter media. Disposal of media offsite.

Visually inspect troughs, surface sweeps, and air scour, if present, for deficiencies. No work to be completed unless authorized by Owner.

Visually inspect underdrains for deficiencies. No repairs to be completed unless authorized by Owner.

Owner shall review and approve the following media profile prior to release of media for delivery. Information is based upon proposal from original equipment manufacturer, De Nora. Includes one (1) week of filter rebuild supervision from De Nora

Tons (for 4 filters)	Material	Size and Uniformity Coefficient
456	Sand	Tetra #5 Filter Media
30	Gravel	1/4x1/8
60	Gravel	1/2x1/4
18	Gravel	3/4x1/2
36	Gravel	1-1/2x3/4

Deviations from media profile may necessitate the need for a change order for unforeseen conditions.

Install new gravel, and sand media per above media profile.

Skim sand media per AWWA B100 standards. Owner to operate backwash.

Notes/Exclusions:

Due to subcontractor and/or supplier requirements, pricing may fluctuate due to current market conditions. Company reserves the right to request a change order due to unforeseen market conditions that increase the cost of the goods or services provided by suppliers or subcontractors.

Owner shall isolate, drain and remove all sediment from the Clearwell and Mudwell prior to renovation operations.

Owner shall isolate, and drain each Filter prior to renovation operations.

Owner shall provide that no moisture or water is entering the Asset during renovation operations.

Owner shall perform disinfection per AWWA C653, any testing and return of Asset back to service.

Water and power must be available within 150' of Asset.

Lead and / or Asbestos abatement of any kind is not included.

Containment of any kind is not included.

Company is not responsible for differing, latent or hidden conditions, including weather.

In the event of a different or unknown problem, Company will be entitled to equitable adjustment in price and time to compensate for additional costs.

All work is expected to occur during acceptable weather and/or seasonal times.

Environmental controls, including dehumidification and auxiliary heating, are not included.

## Interior Renovation of Oxidation Channel 2 and 2<sup>nd</sup> Anoxic Chamber

### Interior Renovation

#### Concrete:

Surface Preparation: Prepare specified concrete surfaces per SSPC-SP13 to achieve a minimum concrete surface profile of CSP-5 per ICRI.

Resurfacer: Resurface specified interior concrete as needed with Thnemec Series 218 to fill voids, bugholes, or any surface defects to facilitate coating application.

Finish: Apply one (1) coat of CIM Bonding Agent.

Finish: Apply one (1) coat of CIM EMT Primer at 15-20 mils DFT.

Finish: Apply one (1) coat of CIM 1000 at 50-60 mils DFT.

### Repairs

Repair Quantity - Concrete Crack and Joint Repair: For the purposes of establishing a basis of quantity and not assigning a unit price, the proposal includes an estimated quantity of 1400 lft of interior exterior crack repair for cracks that are not actively leaking. The quantity given is not a guarantee of the amount of repair to be performed or include any latent defects not found during our visual observations of the Asset. The Company reserves the right to request a change order for unforeseen or latent defects, if determined necessary.

Interior Concrete Repair: Prepare crack and clean joint free of oils and foreign material. If necessary, apply joint sealant to crack and tool level with surface. If necessary, apply CIM tape with saturant coat of CIM1000 to identified crack.

Interior Concrete Repair - Crack Repair-Tape: Prepare perimeter floor joint crack and clean joint free of oils and foreign material. Apply joint sealant to crack and tool level with surface. Apply CIM tape with saturant coat of CIM1000 if needed to all necessary cracks

Interior Concrete Repair - Cant Cove: Apply by trowel around the base of the wall at the exposed perimeter of the Asset CIM1000 trowel grade to form a cant cove to assist with application of interior coating.

### Notes/Exclusions:

Due to subcontractor and/or supplier requirements, pricing may fluctuate due to current market conditions. Company reserves the right to request a change order due to unforeseen market conditions that increase the cost of the goods or services provided by suppliers or subcontractors.

Disposal Quantity - Asset Cleaning: For the purposes of establishing a basis of quantity and not assigning a unit price, the proposal includes an estimated quantity of 450 cubic yard of offsite disposal. The quantity given is not a guarantee of the quantity of sediment removal to be performed. Quantity is based upon amount of materials removed from the first Oxidation Ditch, Reaeration and 2nd Anoxic Tank work under the base contract.

Owner shall isolate, and drain the Asset(s) prior to renovation operations.

Owner shall provide that no moisture or water is entering the Asset(s) during renovation operations.

Pricing assumes that no bypass pumping is required to isolate the Asset during renovation operations.

Water and power must be available within 150' of Asset.

Lead and / or Asbestos abatement of any kind is not included.

Containment of any kind is not included.

Company is not responsible for differing, latent or hidden conditions, including weather.

In the event of a different or unknown problem, Company will be entitled to equitable adjustment in price and time to compensate for additional costs.

All work is expected to occur during acceptable weather and/or seasonal times.

Environmental controls, including dehumidification and auxiliary heating, are not included.