



**Contract No. 20180234
Amendment No. 4**

City of Springfield Contract Tracer Log

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt on this Tracer form. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement	TGT	4/1/20	TGT	4/1/20
Facilities/Parks				
City Comptroller	<i>LM</i>	<i>4.24.20</i>	<i>LM</i>	<i>4.24.20</i>
Law	<i>KTB</i>	<i>4/24/20</i>	<i>KTB</i>	<i>4/24/20</i>
CAFO				
Mayor	<i>LM</i>	<i>4/27/20</i>	<i>LM</i>	<i>4/27/20</i>
Office of Procurement	<i>TGT</i>	<i>4/27/20</i>	<i>TGT</i>	<i>4/27/20</i>
<i>DCAC</i>				<i>4/16/20</i>

Vendor No.: 6824	Contract Number: 20180234	Amend Amt.: \$25,700.00 (Inc.)
Amend Date: 3/12/20	Contract. Date: 9/1/17	Expiration Date: 8/31/20
Requisition No.:	P.O. No:	Acct No:
Vendor Name: GZA Geoenvironmental Inc.		
Contract Purpose: CONSULTING SERVICES FOR HYDRO PLANT AT WATERSHOPS		
Requesting Dept.: DCAC		
TYPE OF DOCUMENT (Please select at least one):		
<input type="checkbox"/> New	<input checked="" type="checkbox"/> Amendment	<input type="checkbox"/> Extension
		<input type="checkbox"/> Renewal

**AMENDMENT No. 4 TO CITY CONTRACT NO: 20180234
CONSULTING SERVICES FOR HYDRO PLANT AT WATERSHOPS**

WHEREAS, on or about September 1, 2017, the **CITY OF SPRINGFIELD**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts 01103, acting by and through its Director of Capital Asset Construction, with approval from its Mayor, and **GZA ENVIRONMENTAL** (hereafter the "Engineer"), a corporation with a business mailing address at **1350 Main Street, Suite 1400, Springfield, MA 01103** (hereinafter called the "Designer") entered into a Contract Agreement referred to as **City Contract No. 20180234** (the "Agreement"), to provide Professional Designer/Consulting Services for the Watershop's Pond Hydropower Design; and

WHEREAS, the City retained the services of the Designer on the terms and conditions set forth in this Agreement and the DESIGNER has agreed to accept such retainer after being selected as the top ranked proposer from the City's Request for Proposals Qualifications performed pursuant to MGL Ch. 7C § 38-44; and

WHEREAS, the original agreement was executed for an amount not to exceed One Hundred Ninety Six Thousand Dollars and 00/100 (\$196,000.00), and the City now wishes to extend the scope of services and corresponding contract value to include additional scopes of service not included in the original Agreement that include a feasibility study, and other Phase II scopes of service that will address the future programmatic needs and services of the residents of the City of Springfield, (the additional scope of services is attached as **Exhibit A** to this Amendment); and

WHEREAS, the City and the Engineer had previously negotiated and executed **Amendment No. 1** to the Agreement, which increased the scope of services and corresponding contract compensation amount to an updated not to exceed amount of Two Hundred Sixty Four Thousand Two Hundred Dollars and 00/100 (\$264,200.00) for all scopes of work; and

WHEREAS, the City and the Engineer had previously negotiated and executed **Amendment No. 2** to the Agreement, which increased the scope of services and corresponding contract compensation amount to an updated not to exceed amount of Eight Hundred Seven Thousand Five Hundred Eighty Dollars and 00/100 (\$807,580.00) for all scopes of work, as amended; and

WHEREAS, the City and the Engineer had previously negotiated and executed **Amendment No. 3** to the Agreement, which increased the scope of services and corresponding contract compensation amount to an updated not to exceed amount of One Hundred Eighty One Thousand Eight Hundred Forty Dollars and 00/100 (\$181,840.00) for all scopes of work, as amended; and

WHEREAS, due to in project scope and a need for an increased level of services required, the City and the Engineer have now agreed to modify the scope and cost of the

services contained in the Agreement through this **Amendment No. 4**;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto mutually agree to amend the Agreement as follows:

1. ARTICLE I, SCOPE OF SERVICES, is amended by adding/modifying the following scope of services:

i. New Task 14- Bathymetric/Side Scan Sonar Survey: GZA will work with its selected subcontractor, CR Environmental Inc., to conduct a bathymetric/side scan sonar survey of the navigable portions of Watershop's Pond.

ii. Task 14 Deliverables:

a. GZA will provide digital copies of the subcontractor's survey reports, including all associated graphics.

b. GZA will produce the equivalent of Four (4) 24" X 36" foam core mounted color graphical display boards for the City's use in public presentations and review of the survey data.

iii. Task 14 Additional Cost: \$25,700.00

All additional tasks, including timelines for completion and complete descriptions, are described in the attached **Exhibit A**.

1. ARTICLE IV, COMPENSATION, is amended by increasing the total financial obligation of the City by **(Twenty Five Thousand Seven Hundred Dollars and 00/100 (\$25,700.00))**, making the new total compensation available under the agreement **(One Million Fifteen Thousand One Hundred Twenty Dollars 00/100 (\$1,015,120.00))**. These changes are reflected for the costs of the additional Tasks 14, as well as other scope increases and modifications described in the attached **Exhibit A**.

3. Engineer is to be bound to all of the additional terms, conditions, covenants, and obligations as described in the attached **Exhibit A**, which is incorporated herein by reference.

3. Except as specifically modified and amended by the provisions of this Amendment No. 4, all other terms, provisions, requirements and specifications contained in the Agreement shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the CITY OF SPRINGFIELD, acting by and through the Director of DCAC, with the approval of its Mayor, and the Consultant, have executed this Amendment No. 4 to the Agreement on the day and year the same is signed by all necessary parties, on the latest date listed below.

THE CONSULTANT,
GZA Environmental:

By: [Signature]
Its: VICE PRESIDENT
Date signed: 3/31/2020

Approved:

[Signature]
Office of Procurement

THE CITY OF SPRINGFIELD:

Approved: [Signature]
Executive Director, DCAC

W Approved as to Appropriation:

[Signature] 4.24.2020
Comptroller
09g10b1#
26451811-530105-64516
INCREASE: \$ 25,700.-

Approved as to Form:

[Signature]
Deputy City Solicitor 4/29/20

Reviewed:

[Signature]
CAFO

APPROVED:

[Signature]
DOMENIC J. SARNO
MAYOR
Date signed: 4/27/2020

Exhibit A



Known for excellence.
Built on trust.

GEOTECHNICAL
ENVIRONMENTAL
ECOLOGICAL
WATER
CONSTRUCTION
MANAGEMENT

1350 Main Street
Suite 1400
Springfield, MA 01103
T. 413.726.2100
F. 413.737.1249
www.gza.com



March 12, 2020
15.0166625.20

Peter J. Garvey, Director
City of Springfield - Department of Capital Asset Construction (DCAC)
36 Court Street, Room 312
Springfield, MA 01103

Re: **Proposed Change Order to City Contract No. 20180234**
For Bathymetric and Side Scan Sonar of Watershops Pond related to
Design, Permitting, & Designer Services During Construction for
Resiliency Improvements at Watershops Pond Dam
HUD NDRC Grant; Springfield, MA

Dear Mr. Garvey:

GZA GeoEnvironmental, Inc. (GZA) is pleased to submit to the City of Springfield (the City, DCAC) this Proposed Change Order for continued professional consulting services for the proposed **Resiliency Improvements at Watershops Pond Dam** (the Project). This Proposed Change Order is made pursuant to the City's request.

The City has requested bathymetric and side-scan sonar for Watershops Pond. As originally discussed with the City, the bathymetry is needed for evaluation of the pond drawdown alternatives, and the side-scan sonar is desired to develop a better understanding of the extent, type, and distribution of debris within the pond resulting from the June 1, 2011, tornado and other causes.

GZA solicited proposals from three vendors engaged in the requested services. We are familiar with all three companies. Pricing for the three proposals are as follows:

ASI Marine	\$38,300.00
CR Environmental, Inc.	\$21,086.51
E4sciences	\$26,378.00

Based on the proposals received, GZA has prepared this proposed change order and the following additions to our Scope of Services

CHANGES TO THE SCOPE OF SERVICES

GZA proposes the following new Task, which will build upon the previously-contracted Scope of Work identified in Amendment 2 to City Contract No. 20180234.

NEW TASK 14 - BATHYMETRIC/SIDE SCAN SONAR SURVEY

GZA will engage and coordinate with CR Environmental, Inc. to conduct a bathymetric/side scan sonar survey of the navigable portions of Watershops Pond. GZA will review the produced reports and graphics and will interpret the results relative to the goals of the Resiliency Improvements to Watershops Pond Dam Project. GZA will incorporate the findings into the various alternatives analyses and design work for the Project.



Additionally, GZA will produce presentation graphics of the acquired bathymetric/side scan sonar data to assist with public presentations and reviews.

Task 14. Deliverables:

1. GZA will provide digital copies of the vendor's Survey Report including all associated graphics.
2. GZA will produce the equivalent of four (4) 24" x 36" foamcore-mounted color graphical display boards for the City's use in public presentations and review of the survey data.

SCHEDULE

GZA will schedule the described work immediately upon receipt of an Accepted Proposal / Notice to Proceed, to be followed by an amended City of Springfield Contract Agreement. At the current time, we anticipate the Survey Report will be completed and delivered within 30 days of Notice to Proceed, assuming no weather delays. No modifications to the overall Project schedule are believed necessary. We will maintain regular communication with the City and its NDRC Grant implementation team so that issues and concerns are addressed on a timely basis.

PRICE PROPOSAL AND BASIS OF BILLINGS

GZA's Scope of Services and Price Proposal are based upon our review of the recommended Scope of Services, our team's familiarity with providing similar or related services to municipalities and other public agencies, and our team's specific knowledge of the Project Site and its history.

GZA proposes to provide the total scope of services described above for new Tasks 14, on a lump sum (fixed price) billing basis amount of **\$25,700.00**. The proposed lump sum fee represents our best current estimate of the level of effort which will be needed to complete the anticipated and proposed Scope of Services for new Task 14 and is based on a level of participation by GZA personnel plus subcontractor/vendor costs and applicable expenses as shown on **Attachment A – Fee Derivation Worksheet**, which represents our present judgment as to the level of effort required. We note that the hourly rates used in our Fee Derivation Worksheet are the same as GZA's rates under our existing City Contract No. 20180234.

CONDITIONS OF ENGAGEMENT

GZA assumes the work of this Proposal will essentially be a change order to our existing City of Springfield Contract No. 20180234, and that a Contract Amendment will incorporate this new work.

ACCEPTANCE

Acceptance of this Proposal may be indicated by providing GZA with a Notice to Proceed, with a specific amendment to our existing Contract No. 20180234 and new or modified Purchase Order to follow. This proposal is valid for a period of 30 days from the date of issue.

Thank you for this opportunity to propose our continued services to the City of Springfield on this exciting Project. We are of course available to address any questions you may have—please contact Todd Monson at (781) 278-5742 / todd.monson@gza.com, or Tom Jenkins at (413) 726-2121 / thomas.jenkins@gza.com, at your convenience.

ATTACHMENT A
Fee Derivation Worksheet

PROJECT WORKSHEET													
Resiliency Improvements at Watershops Pond Dam - 15.0166625.20; City Contract No. 2018-0234 (Amendment 2)													
NEW TASK 14.0 - BATHYMETRY AND SIDE-SCAN SURVEY OF WATERSHOPS POND													
Task	Description	Principal Engineer	Assoc Principal Engineer	Senior Project Engineer	Project Engineer	Assistant Project Engineer	Eng I	Eng II	Sr. CAD Draft	Admin	Vendor / Subcontractor	Expenses	TASK TOTAL
14.1	FIELD SURVEY AND REPORT; coordination and communications		1.00	2.00			4.00			1.00	\$21,087	\$25	\$23,231
14.2	INTERPRETATION of Survey Results AND INCORPORATION of survey results within work products, base plans, etc.	0.50	1.00	4.00					4.00			\$25	\$1,545
14.3	DISPLAY GRAPHICS		0.50	1.00					2.00			\$400	\$925
		0.50	2.50	7.00	0.00	0.00	4.00	0.00	6.00	1.00	\$21,087	\$450	← Subtotals
		\$240	\$220	\$175	\$150	\$125	\$105	\$95	\$120	\$75	5%	0%	Markup
	Subtotal:	\$120	\$550	\$1,225	\$0	\$0	\$420	\$0	\$720	\$75	\$22,141	\$450	
	Subtotal, Labor:	\$3,110											
	Vendors, Subcontractors, & Expenses:	\$22,591											
	Total Budget:	\$25,701											\$25,701
	SAY,	\$25,700											



Estimate

CR ENVIRONMENTAL, INC.
 639 Boxberry Hill Road
 EAST FALMOUTH, MA 02536

DATE	ESTIMATE NO.
3/12/2020	2205

NAME / ADDRESS
Tom Jenkins GZA 1350 Main Street Suite 1400 Springfield, MA 01103

PROJECT
2020 Watershops Po...

DESCRIPTION	QTY	COST	TOTAL
CR Environmental, Inc. 639 Boxberry Hill Rd. East Falmouth, MA 02536			
WATERSHOPS POND BATHYMETRIC/SIDE SCAN SONAR SURVEY (Lump Sum Cost Estimate)			
PLANNING/MOBILIZATION SUBTOTAL	1	2,875.38	2,875.38
BATHYMETRIC/SIDE SCAN SONAR SURVEY (3 DAY EFFORT AND DEMOB) SUBTOTAL	1	11,491.13	11,491.13
BATHYMETRIC/SIDE SCAN SONAR DATA PROCESSING & REPORTING SUBTOTAL	1	6,720.00	6,720.00

Contact Chip Ryther at 508 563-7970 for questions.	TOTAL	\$21,086.51
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Phone #	Fax #
508 563-7970	508 563-7970

Web Site
www.crenvironmental.com



Amendment #4

INTEROFFICE MEMORANDUM

DEPARTMENT: Capital Asset ATTENTION: DEPARTMENT HEAD

G3A # 6834

FROM: OFFICE OF PROCUREMENT (OOP)

SUBJECT: REQUEST TO **AMEND AN EXISTING CONTRACT**

CONTRACT NO. 20180334

DESCRIPTION: Consulting Services for Hydro Plant.

DATE: 3/12/20.

CC: LAUREN STABILO, CHIEF FINANCIAL OFFICER

The contract noted above needs to be amended as follows:

Increase the amount of contract by: \$ <u>35,700</u>	orig contract: \$ 196,000
Decrease the amount of contract by: \$ _____	Amend # 1 \$ 68,200
Original Contract Amount: \$ <u>196,000</u>	Amend # 2 \$ 543,380
Adjusted contract amount: \$ <u>91,015,120</u>	Amend # 3 \$ 181,840
	Amend # 4 \$ 35,700
	<u>TOTAL Adj \$ 6015,120</u>

Dept. Head Signature: [Signature]

If there are any questions or concerns please contact the Office of Procurement at 7845.

PLEASE RETURN THIS COMPLETED FORM TO THE OFFICE OF PROCUREMENT.
The Office of Procurement will notify the Department of the status of the request and when finalized a Change Order will be generated by the Department and forwarded to the Office of Procurement for processing.

[Signature]