

**Service Contract for Operation and Maintenance
City of Taunton, Massachusetts
Sanitary Sewer Collection System**

Section 503 Capital Modification Submittal / 2022 Sewer & Drain Improvements

This Section 503 Capital Modifications Submittal (this “Submittal”) is delivered and effective as of October 15, 2021, pursuant to Section 503 of that certain Service Contract for Operation and Maintenance dated July 1, 2006 (as amended from time to time, the “Agreement”), by and between the City of Taunton, Massachusetts (“City”) and Veolia Water North America-Northeast, LLC (“Veolia”). Capitalized terms used herein and not otherwise defined have the meanings given to them in the Agreement.

The parties intend that this Submittal be consistent with the Special Legislation.

LIST OF EXHIBITS

- Exhibit (i) Description of the Capital Modification
- Exhibit (ii) Startup and Testing Program
- Exhibit (iii) Price Quotation
- Exhibit (iv) Estimated Completion Schedule
- Exhibit (v) Milestone Payment Schedule or Schedule of Values
- Exhibit (vi) Draw-down Schedule
- Exhibit (vii) Adjustments to the Annual Service Fee
- Exhibit (viii) Effect on Veolia’s Obligations
- Exhibit (ix) Financing

[signature page follows]

Acknowledged and agreed by their authorized representatives as of the first date written above.

City of Taunton, MA

Veolia Water North America-Northeast, LLC

BY: _____
Shaunna O’Connell, Mayor

BY: _____
Keith Oldewurtel

Recommended:

Executive Vice President and COO
(Title)

BY: _____
Fred Cornaglia, Commissioner DPW

53 State Street, 14th Floor
Boston, MA 02109
(Address)

As to Form and Character

(SEAL)

BY: _____
Thomas Gay, Assistant City Solicitor

Appropriation

BY: _____
Ann Hebert, Auditor

_____ account

CERTIFICATION OF ACKNOWLEDGEMENT OF CONTRACTOR IF A CORPORATION
For AGREEMENT

State of: _____

County: _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY

came _____ to me known, who being me duly

sworn, did depose and say as follows:

That he resides at: _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

Notary Public (Seal)

My commission expires _____

Exhibit (i)
Description of the Capital Modification

The project consists of improvements and repairs to the existing sewer and Stormwater systems.

The objectives of this project is to further reduce wastewater-related water pollution to the Taunton River and other waterways from the wastewater collection system in the City of Taunton, MA, by removing infiltration and inflow (I/I) from the sanitary collection system. This project will focus primarily on separating combination manholes and removing sewer and drain cross connections reducing the potential for infiltration to enter the sewer system.

The Construction project will:

1. Replace, repair, and CIPP-line leaking sewer pipes to remove infiltration into the sewer system.
2. Continue efforts to separate the sewer and Stormwater systems through the replacement and separation of combination manholes.
3. Rehabilitate sewer manholes to reduce infiltration.
4. Help eliminate sanitary and combined sewer overflows.
5. Upgrade mapping of the sanitary and storm sewer systems to reflect improvements and to determine areas for future work.

In addition to the construction portions of the project, investigation and planning for future projects will also be conducted under this contract.

Assets will be upgraded at multiple locations in the Sewer Collection System in Taunton, MA. This scope of Work is based on the 2022 Sewer & Drain Improvements Project Narrative dated August 2020, prepared by Beta Group, Inc. for the City of Taunton. Work may include, but is not limited to the following:

- 1) [1]Item 1 - CIPP
 - a) CIPP of sewer pipes in poor condition, including:
 - i) Bryant St – 800 lf of 12” sewer (built 1936)
 - ii) Garfield St – 270 lf of 8” sewer (built 1925)
 - iii) School St – 1,100 lf of 12-18” sewer (built 1914)
 - iv) Smith St – 575 lf of 8” sewer (built 1909)
 - v) Jenny Lind St – 900 lf of 8” sewer (built 1925)
 - vi) Hodges Ave – 770 lf of 12”-18” sewer (built 1895)
 - vii) Staples Ave – 161 lf of 10” sewer (built 1967)
 - viii) Somerset Ave to Highland Ave Easement – 1,100 lf of 10” sewer (built 1931)
 - ix) Presbrey Court – 822 lf of 8” sewer
 - x) Ashland Place – 415 lf of 8” sewer
 - b) Force Main Bypass:
 - i) Furnish and install all equipment and piping necessary for the installation of bypass assemblies as needed.
 - c) CIPP Repair: The following services will be provided:
 - i) Mobilization of personnel, equipment, and materials to the project site. The work will be completed during dry weather conditions.

- ii) CIPP Lining of sanitary sewers
- iii) Pre clean & CCTV pipelines prior to CIPP lining
- iv) Reinstatement of service laterals
- v) Install polyester resin impregnated CIPP liner in accordance with ASTM F1216 using either water or air/steam, at the discretion of Veolia.
- vi) Post-Lining CCTV Inspection
- vii) Provide one-year warranty from date of installation, , excluding any warranty TV inspection and/or testing
- viii) Independent third party testing of CIPP samples.
- ix) Qualifications regarding Components within Scope/Price:
 - (1) City of Taunton will pay all permit costs.
 - (2) The condition of the pipe is the responsibility of the City of Taunton. Any cost for obstruction removal, protruding tap removal, point repairs, or excavation is not included.
 - (3) Provide access to use of fire hydrants.
- 2) Item 2 – Presbrey Court Spot Repair
 - a) Presbrey Court – repair collapsed AC drain and CIPP sewer
- 3) Item 3 – Pleasantview St Sewer Replacement
 - a) Pleasantview St Sewer – replace 225 lf of 6” sewer with 8”
 - b) Work Included:
 - i) Force Main Bypass
 - (1) Bypass
 - ii) All related site work including excavation, dewatering, bedding, backfill, compaction, paving, loam/seed, and landscaping.
 - iii) Furnishing and installation of new 8-inch sewer
- 4) Item 4 – Manhole Rehabilitation
 - a) Replace 10 vented manhole covers on Smith St and Jenny Lind St
- 5) Item 5 – Granite St & Maple St Spaghetti Sewers
 - a) Install 400 lf of new 8” sewer to separate spaghetti connections
 - b) Note that drains in this neighborhood are Asbestos, some removal will likely be necessary
- 6) Item 6 – Hopewell & Cottage St Combined Manholes
 - a) Separate 16 manholes with underdrain connections
- 7) Item 7 – Plain St & Berkley St Spaghetti Sewers
 - a) Install new 8” sewer lines to separate spaghetti connections
- 8) Item 8 – West Britannia St Siphon
 - a) Replace sewer siphon on W. Britannia St across the Mill River
- 9) Item 9 – Howard St Sewer
 - a) Replace sewer on Howard St
- 10) 2022 Sewer & Drain Improvements Engineering
 - a) The City is responsible for preparation of the engineering plans and specifications. The City has hired Beta Group, Inc. as its design engineer. Veolia is responsible to the City for the preparation of procurement documents, bid solicitation, construction, and startup of the project, but shall have no responsibility of any kind whatsoever for the engineering plans and specifications, or for any errors, omissions, or deficiencies thereof. City, or its design engineer, shall:

- i) Complete all site surveying and geotechnical investigations needed.
- ii) Evaluate permitting requirements.
- iii) Prepare a basis of design.
- iv) Prepare all design documents, including but not limited to:
 - (1) *Utility Drawings*
- v) Prepare engineer's cost estimates.
- vi) Submittal Reviews
- vii) Respond to Requests for Information (RFI)
- viii) 2022 Sewer & Drain Improvements O&M Manuals
- ix) Record Drawings

11) General

- a) Include participation of Disadvantaged Business Enterprise (DBE) subcontractors at the level required to meet SRF funding requirements in the engineering scope of services.
- b) All Subcontractors shall be subject to the approval of the City
- c) All subcontracts shall be based on Veolia Terms and Conditions.

12) Construction Management

- a) Contractor & materials procurement
 - i) Initiate key equipment purchasing, coordinated through Veolia purchasing group. Review and approve all purchase orders issued on the project.
 - ii) Develop the required bid packages and support the solicitation by invitation, discipline bids reflecting the following scopes or combinations there-of.
 - iii) Veolia will act as the construction manager during construction and hire subcontractors, as required, to complete the construction. Solicit bids from three (3) or more qualified contractors for each construction discipline (final content of each bid package will be agreed to with the City and may include more than one construction discipline) indicated above and award a contract to the lowest bidder who is determined to be responsible and qualified and who has satisfactorily demonstrated an ability to perform the work as required. Veolia reserves the right to sole source work if it is in the best interest of the 2022 Sewer & Drain Improvements. Any sole source procurement will be approved by the City.
 - iv) Support the award of project discipline bids – Update and issue construction documents stamped by the discipline P.E. or Architect and stamped “Issued for Construction.” The issuance of these documents initializes the beginning of the construction phase for that discipline's work.
 - v) Performance and Payment Bonds to be provided by Construction Subcontractors with Dual Obligatee Bonds listing Veolia and the City of Taunton as Obligatees.
- b) Disadvantaged Business Entity (DBE) Participation
 - i) Veolia will allocate DBE participation percentages across the various project components, i.e. professional services, equipment purchases, and construction subcontractors, to satisfy the MassDEP DBE Goals for the Total Contract Price as follows:
 - (1) Disadvantaged MBEs (D/MBE) 4.2% of Total Contract Price.
 - (2) Disadvantaged WBEs (D/WBE) 4.5% of Total Contract Price.
 - ii) The aggregate amounts from all DBE participants, including, but not limited to professional services, equipment purchases, and construction subcontractors, will be used to calculate the final DBE participation percentages.

- iii) Final copies of Veolia’s executed contracts with its professional service providers, equipment suppliers, and construction subcontractors will be submitted to the City and MassDEP. These MassDEP forms include:
 - (1) Schedule of Participation for SRF Construction, EEO-DEP-190C
 - (2) Letter of Intent for SRF Construction, EEO-DEP-191C
 - (3) DBE Certification of United States Citizenship
 - (4) DBE Certification Letters
- c) Generation & maintenance of project schedules
 - i) Develop project Maintenance of Operation Plan (MOPO) (execution plan) to define how disruption to the wastewater pumping service will be minimized. Detailed MOPO sequencing of construction plan to be incorporated into discipline bid documents.
 - ii) Finalize Project Schedule – develop the final project schedule after receipt of all subcontract bids, to be updated on a monthly basis.
 - iii) Review project schedule/coordinate impact on wastewater systems operation – update project execution plan including MOPO.
 - iv) Develop and maintain construction schedule for duration of project w/monthly updates
 - v) Provide progress projections with cash flow analysis for City use, monthly cost requisition submittals.
- d) Document control and submittal processing
 - i) Review and maintain complete shop drawing records, as-built construction records
- e) Preparation & maintenance of daily field reports
- f) Processing & dissemination of field clarification requests
 - i) Address/manage all Requests for Information (“RFI”) from discipline contractors
 - ii) Coordinate engineering support from the design engineers for RFI from contractors.
- g) Coordination of testing & inspections
 - i) Develop quality assurance / quality control (“QA/QC”) program for the project to include all materials testing, equipment start-up and testing – to be finalized when all equipment is purchased.
- h) Monitoring field progress and reporting same
- i) Maintenance of project budget
 - i) Respond to any request for contract change orders, manage project claims to minimize project impact, notify City of change orders or claim notices received, their disposition, provide review of legitimacy, and confirm any associated costs.
- j) Supervise construction installation activities
 - i) Provide resident services during active construction to oversee the execution of the construction with coordination/management of the discipline contracts by Veolia.
 - ii) Coordinate and directly manage all contractor activity on-site.
 - iii) Attend weekly construction meetings during active construction
- k) Evaluation of scope & pricing on any Change Order requests
- l) Monitor contractor’s field safety program
 - i) Develop, manage, and supervise the on-site project Safety program, including any contractor/sub-contractor activities.
- m) Construction Review
 - i) Construction Review Intent

- (1) The City will review, monitor, and, as it deems necessary, inspect the 2022 Sewer & Drain Improvements Construction to ensure conformance to the Design Requirements. In addition, the City shall review the progress of construction to verify payment for services.
- ii) City Access, Review Meetings
 - (1) The City shall have access to the 2022 Sewer & Drain Improvements at all times. Veolia shall report to the City monthly, hold monthly progress review meetings with the City, and otherwise solicit the City's input to the process as required. Veolia shall record the minutes of all meetings and construction progress, and provide the City with copies of minutes and documentation of said meetings.
- n) Construction Submittals
 - i) Veolia shall identify the key submittals to be prepared by Veolia and the expected submittal dates. The City shall designate the number of copies of submittals and distribution.
 - ii) The following documents shall be provided to the City for information.
 - (1) Shop Drawings
 - (a) All major process shop drawings shall be available to the City for review and comment.
 - (2) Product Data
 - (a) Product data shall include, but not be limited to standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, recommended spare parts listing, and printed product warranties, as applicable to the 2022 Sewer & Drain Improvements Construction.
 - (3) Samples
 - (a) Samples shall include, but not be limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts, or containers of materials, complete units of repetitively-used products, and color/texture/pattern swatches, as applicable to the 2022 Sewer & Drain Improvements Construction.
 - (4) Review Procedures and Time Periods
 - (a) The City will complete its review of each construction submission within five (5) Business Days of receipt, or such longer period as the parties may agree, and will either take no exceptions with said construction submission, or will notify Veolia of any concerns, problems, non-approval on non-compliance of such submission within that time. If the City does not respond within that time, the submission shall be deemed approved by the City. If any such submission is not approved by the City, Veolia will resubmit with modification as identified by the City, and the City's review and comment period upon each such resubmission shall be five (5) Business Days. If 2022 Sewer & Drain Improvements Construction is delayed by virtue of the City's failure to identify reasons for rejection of a submittal, an equitable cost and/or

schedule adjustment to reflect the direct consequences of the resulting delay shall be executed as a Change Order; provided that Veolia shall have provided to the City written notice reminding the City of this provision and of the City's failure to respond to a particular submittal at the expiration of the applicable period.

- o) Format for Construction Submittals
 - i) Submittals shall contain:
 - (1) The date of submission, noting whether it is an original submission or a resubmission.
 - (2) The Project title and number.
 - (3) The names of:
 - (a) Contractor
 - (b) Supplier
 - (c) Manufacturer
 - (4) Identification of any deviations from design requirements.
 - (5) Massachusetts P.E., if necessary
- 13) Project close-out
- i) Develop a project punch list and manage completion of all work.
 - ii) Provide contractors releases from all sub-contractors.
 - iii) Make revisions to construction drawings (red lines) and submit to City's Engineer
 - iv) Complete all punch-list items
 - v) Turn-over of all pertinent project records, shop drawings, etc.
- 14) 2022 Sewer & Drain Improvements Construction - Specifications & Drawings
- a) *Progress Set of Engineering Documents prepared by Beta Group, Inc. for the City of Taunton dated _____, 2021. See Attachment 1 to Exhibit (ii).*
 - b) Application for Financial Assistance, Clean Water State Revolving Fund, Construction Stage, February 2019
 - i) App D, Model Sub-Agreement Provisions [include in all subcontracts as well]
 - ii) App F, D/MBE and D/WBE Forms [include in all subcontracts as well]
 - iii) App G, Statement of Tax Compliance [include in all subcontracts as well]
 - iv) App J, American Iron and Steel Requirements [include in all subcontracts as well]

Attachment 1 - CIPP Drawings

[BETA 2022 S&D CIPP Lining Scope]

Exhibit (ii)
Startup and Testing Program

NOT USED.

Exhibit (iii)
Price Quotation

2022 SEWER & DRAIN IMPROVEMENTS
PRELIMINARY COST ESTIMATE
CITY OF TAUNTON, MA
10/12/2021

Description	Cost
S-2022-2 (2022 Sewer & Drain Improvements)	\$ 2,050,000
Veolia Construction Fee (10%)	\$ 205,000
Contingency (5%)	\$ 102,500
Police Details (8%)	\$ 171,000
Veolia Construction Administration (13%)	\$ 266,500
BETA Engineering Services (10%)	\$ 205,000
Total Cost:	\$ 3,000,000

1. The City shall pay Veolia for completion of the 2022 Sewer & Drain Improvements a sum equal to the Total Contract Price of the 2022 Sewer & Drain Improvements. Total Contract Price of the 2022 Sewer & Drain Improvements includes, but is not limited to:
 - a. Payroll costs for the employees in the direct employ of Veolia.
 - b. Cost of all materials incorporated into the Work.
 - c. Cost and management fee for Veolia subcontractors.
 - d. Costs of special consultants employed for services related to the Work.
 - e. Cost of transportation, travel, and subsistence costs for Veolia employees.
 - f. Cost of consumables.
 - g. Cost of rentals of equipment.
 - h. Cost of sales, consumer, use, or similar taxes.
 - i. Cost fuel and sanitary facilities.
 - j. Cost of telephone service, express delivery.
 - k. Cost of bonds and insurance.
 - l. Capital Program Management Fee.
 - m. Project contingency.
2. Total Contract Price
 - a. Total Contract Price will include:
 - i. Construction Cost for Equipment & Subcontractors. A 10.0% Fee and a 5.0% Contingency will be added to the Equipment and Subcontractor Costs.
 - ii. Fixed Fee for Capital Program Management Services.
 - iii. Project Contingency Use

1. Use of the shared project contingency will be mutually agreed upon by the City and Veolia. Veolia and the City will share in a 50/50% split of the unused contingency upon final completion of the project.
2. The City's portion of the unused project contingency can be used, as directed and approved by the City, for City requested Modifications, existing planned project phases not yet completed, or to build new project phases associated with the Upgrade.
- iv. The aggregate amounts of Items i – iii will be the Total Contract Price.
- v. The Schedule of Values will be updated to reflect the Total Contract Price.
- vi. DBE Participation will be adjusted to confirm the Total Contract Price achieves the DBE goals.
 1. Disadvantaged MBEs (D/MBE) 4.2% of Total Contract Price.
 2. Disadvantaged WBEs (D/WBE) 4.5% of Total Contract Price.
- b. Qualifications:
 - i. Assumes 18 months on site construction
 - ii. The City will pay all permit costs.
 - iii. Sales and use taxes are the City's responsibility and are not included in the Total Contract Price.
 - iv. Testing, storage, removal, and disposal of hazardous or contaminated materials is not included.
 - v. Beta Group Inc. will have sole responsibility for the Engineering Documents, including any errors, omissions, and deficiencies thereof. Veolia makes no warranty with respect to the Engineering Documents.
 - vi. The City will pay all Utility Fees.
 - vii. To the fullest extent permitted by law and notwithstanding any other provision of the Service Contract, Veolia's liability for performance or nonperformance of any obligation arising under the Service Contract (whether arising under breach of contract, tort, strict liability, or any other theory of law or equity) in connection with the Capital Modification herein described, including, but not limited to its indemnity and warranty obligations, shall not exceed the Total Contract Price (as used herein) cumulatively; provided that the foregoing limitation shall not apply to any insurance proceeds or from losses resulting from the gross negligence or willful misconduct of Veolia or Veolia's subcontractors, employees or agents. **IN NO EVENT SHALL VEOLIA OR ANY OF ITS REPRESENTATIVES OR AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING UNDER THE SERVICE AGREEMENT IN CONNECTION WITH THE CAPITAL MODIFICATION HEREIN DESCRIBED.**
3. Payment Procedures
 - a. Veolia shall submit and the City will process Applications for Payment.
 - b. The Schedule of Values will serve as the basis for payment and will be incorporated into a form of Application of Payment acceptable to the City.

Changes to the Schedule of Values shall have revised values approved by the City.

- c. Work completed to date measured as a percentage of the total work shall be submitted by Veolia and substantiated as required by the City.

Exhibit (iv)
Estimated Completion Schedule

PROJECT CONSTRUCTION SCHEDULE: The 2022 Sewer & Drain Improvements project work shall commence on a date coordinated with the City. A detailed construction schedule will be distributed within ten days of the issuance of the notice to proceed.

Veolia shall complete all work required under the 2022 Sewer & Drain Improvements within 548[2] days of the issuance of a Notice to Proceed.

Exhibit (v)
Milestone Payment Schedule or Schedule of Values

NOT USED - See Exhibit (vi)

Exhibit (vi)
Draw-down Schedule

Estimated Drawdown Schedule:

Month	Month Total	Running Total
1	\$20,000	20,000
2	\$30,000	50,000
3	\$50,000	100,000
4	\$80,000	180,000
5	\$100,000	280,000
6	\$150,000	430,000
7	\$200,000	630,000
8	\$250,000	880,000
9	\$300,000	1,180,000
10	\$350,000	1,530,000
11	\$350,000	1,880,000
12	\$300,000	2,180,000
13	\$300,000	2,480,000
14	\$200,000	2,680,000
15	\$150,000	\$2,830,000
16	\$100,000	\$2,930,000
17	\$50,000	\$2,980,000
18	\$20,000	\$3,000,000

Exhibit (vii)
Adjustments to the Annual Service Fee

NOT USED

Exhibit (viii)
Effects on Veolia's Obligation

NOT USED

Exhibit (ix)
Financing

NOT USED