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**DATE:** May 15, 2009  
**TO:** Planning & Public Works Committee  
**FROM:** <sup>BSM</sup> Brian McGownd, PWD/CE

**SUBJECT:** Stormwater Pump Station No. 6 Thru-Levee/Gravity Outfall Structure – Professional Services Contract Amendment

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The City Council previously approved a contract with Horner & Shifrin for professional services related to the engineering design and construction observation for the above referenced project. They also recently approved a contract for the construction of this project, which will begin next month.

The original professional services contract provided for construction observation during the duration of construction, which was assumed to be four months. The schedule submitted by the contractor indicates a construction duration of six months. This will require additional construction observation, additional time for construction document preparation and review, and additional coordination with the various agencies involved.

Also, Horner & Shifrin expended additional time and effort above and beyond the original scope of the contract on coordination with the Corp of Engineers regarding their Baxter Road Flood Protection Project which is immediately adjacent to our project. Additional effort was also spent during the bidding phase of the project.

Staff has thoroughly reviewed the contract amendment, negotiated the additional hours required, and is in full agreement with the terms of the amendment. **Therefore, Staff requests approval of the attached contract amendment with Horner & Shifrin in the amount not to exceed \$67,100 for additional professional services related to the Stormwater Pump Station No. 6 Thru-Levee/Gravity Outfall Structure project. This project, including the amendment, is funded by the TIF Special Projects Fund.**

If you need additional information or have any questions please advise.

attachments

cc: Mike Herring, City Administrator  
Mike Geisel, Director of Planning & Public Works

May 15, 2009

Mr. Brian McGownd, P.E.  
City of Chesterfield  
690 Chesterfield Pkwy W  
Chesterfield, MO 63017

RE: Stormwater Pump Station No. 6  
Thru-Levee/Gravity Outfall Structure

Dear Brian:

With the selection of the contractor for the above-referenced project and field work scheduled to begin in June, we reviewed the scope of services defined in our contract executed in December 2005.

In the Construction Phase, we are requesting additional fees to cover some hours already expended and to account for some changes and increase in scope.

- In the original contract, we assumed the contractor would complete the field work in 4 months. The contractor has published a schedule that uses 6 months. We added hours using the same assumptions of substantial field observation to cover the additional time of field work.
- The list of shop drawings submitted by the contractor will require a significantly larger time commitment than allocated in the original contract. We have reviewed nearly half of the shop drawings to date and have utilized 56 hours. Some of the more complex shop drawings, like the earthwork plan, dewatering system, and concrete-related reviews remain.
- We added a line item to account for an increased level of coordination and correspondence with the staff from the Corps of Engineers and the Monarch-Chesterfield Levee District. While we are unsure of the actual hours that may be needed, we are confident that there will be a need for coordination with Magruder performing work in the immediate area for the Corps and the Levee District permit stated that there may be some need for communication.
- One of our original contract assumptions was that we would attend the prebid conference. As it turned out, we prepared the agenda and minutes. After the prebid conference, we also met with the Corps of Engineers, at the request of the City, to clarify the limits in scope of work between the City's contractor and the COE's contractor.
- We adjusted the time to review the contractor's payment requests for the submitted 6-month construction schedule. While we understand that your staff will be performing the detailed review of the payment applications (including review of prevailing wage information), we will still be asked to approve the contractor's status based on field progress over a longer construction schedule.

We also reviewed the charges to the Detailed Design and Bidding Phases. We are seeking to recover some of these fees because some work was performed in excess of the contract. These fees were generally incurred during coordination with the Corps of Engineers. Some specific bullets related to the additional fees expended in these two phases are listed below:



Mr. Brian McGownd  
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- COE requested addition of staff gages; research related to gages and addition to plans and specifications
- Revisions to riprap limits and gradation: revisions to plans and specifications.
- Multiple meetings and discussions with COE staff related to inclusion of this project in the COE's Baxter Road Improvement plans as a bid alternate. This effort also included cross referencing specifications and revisions to plans and specifications for this option.
- Once it was decided that the projects would not be bid together, coordination with COE regarding scope limitations to be used in both contract documents.
- Magruder sole-source bid: communications with City, contractor, and COE; bidding inquiries; review of proposal.
- First public bid: communications with apparent low bidder and vendors during the 60-day hold period.
- Second public bid: minor revisions to specification documents and reproduction of 25 additional copies of the drawing set.

We are requesting a second contract amendment totaling \$67,100. One of the attachments details the allocation of hours.

Please contact either one of us if you have any comments or questions. If you find this to be acceptable, please sign in the space provided on the attachment and return a copy to us. We will consider receipt of the countersigned attachment as the confirmation of your acceptance of this contract adjustment.

Sincerely,  
HORNER & SHIFRIN, INC.

William P. Clarke, P.E.  
President

Karen Frederich, P.E., CFM  
Project Manager

**AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES**

On the date written below, the Agreement between Horner & Shifrin, Inc. (ENGINEER) and The City of Chesterfield (OWNER) dated December 9, 2005 pertaining to the Stormwater Pump Station No. 6 Thru-Levee/Gravity Outfall Structure Project, is hereby amended only in the respects set forth below.

**Scope of Services**

The scope of professional services covered by the referenced Agreement shall hereby be modified in accordance with the ENGINEER's letter dated May 15, 2009 and attached hereto.

**Compensation**

The amount of compensation to be paid by OWNER to ENGINEER for performance of the professional services covered by the referenced Agreement shall hereby be modified as indicated below:

Original Maximum Cost-Not-to-be-Exceeded	\$ 180,000.00
Total Cost of All Previous Contract Amendments	\$ 15,900.00
Cost Associated with this Contract Amendment: Add	\$ 67,100.00
Net Revised Maximum Cost-Not-to-be-Exceeded (or Lump Sum)	\$ 263,000.00

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**ACCEPTED FOR ENGINEER:**

**ACCEPTED FOR OWNER:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

