

DATE:

May 15, 2009

TO:

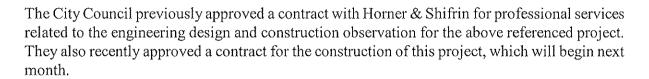
Planning & Public Works Committee

FROM:

Brian McGownd, PWD\CE

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

Structure - Professional Services Contract Amendment



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 concreterelated 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 MonarchChesterfield 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 Page 2 of 2 May 15, 2009

- 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

ACCEPTE	ED FOR ENGINEER:	ACCEPTED FOR OWNER:	
Ву:	Name	By: Name	
	Title	Title	
Date:		Date:	

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	Task Description	Task	Task	PEx P-1	DM - ENV DM -			Pla P-4	SrSE P-4	SrttydE P-5	ET	StCT T-2
	PRELIMINARIES	<u>M,H.</u>	Fce		1				14	P-3		1-2
	Prepare for and conduct project lack-off meeting w. City Stuff.  Discussions with & meet with COE staff to learn their perspective on project.	9.	1170 3562		3	15		15	3		Ĭ	
3	SUB-TOTAL OF TASK FEES		\$ 4,732					1		<u> </u>	<u> </u>	
- 4 5	DATA COLLECTION PHASE  Gather, then review exist design records on pump station, lovee, culvests, etc.	34	3776		1	Y		12		6	÷	
6 7	Coordinate with surveyor obtaining topographic and other field data.  Coordinate with local cally companies for location information.	4	428 428		I			4			1	
s	Coordinate with geotechnical engineer in conducting borings/subsurface investigation	6	780			2	1	4			<u> </u>	<u>i</u>
<u>9</u> 10	SUB-TOTAL, OF TASK FEES PRELIMINARY DESIGN PHASE		\$ 5,412		<u> </u>		<del></del>		ļ	<u>-</u>		<u> </u>
11	Eval, alt, configurations/construction staging/areans to preserve flood protection  Develop brief technical memorandum	64 10	5488 1208		2	10		4	<u> </u>	32		11
13	Hold discussions with City, Levee District, and COE personnel	24	2568		1000		i	12		···		
14	Occument selection of proferred cultivert configuration Identify permits that will be required to construct the project	8	994 1132		2			2	ļ		ļ	ļ
16	SUB-TOTAL OF TASK FEES DETAILED DESIGN PHASE		\$ 11,390					Ļ				
18	Perform bydraulic analysis of preferred configuration	4	428		1		<u> </u>	İ	1	1		
19 20	Perform structural analysis of culvert goint evaluation, settlement allowances, etc) Select stuce gate for land side of levee - backflow prevention device riverside	4 6.	428 550				, i	į	4			l
21	Ocsign pipeline for open cut installation Design pipeline installation of terring judding	56 22	5332 2180		4	16		4			1	2
23	Design gate well structure	74	6496		, , , , , , , , , , , , , , , , , , ,	2		4				40
24 25	Octal Stude gate design incide of gatewell  Octals defended protection at outlet	12 10	1004 822		ļ				4			
26	Distribute 50% complete design drawings for review and comment	56	6116	2		4		1	12		1	16
27 23	Meet with Cdy, Levee District, and COE regarding comments (if necessary) Thirsty design drawings to 95% complete status	4 96	1132 9206	2	4	4 4		2	24	24	<u> </u>	31
29 30	Draft feshingal appointations and supplementary conditions for contract documents.  Prepare and submit recessary permit applications.	12	2692 1208	*******************			<u> </u>	1	4 6	ļ	<u> </u>	
31	Prepare Engreens' Estimate of Probable Construction Cost	6	994					ļ.,	4	1	i .	1
32 33	Distribute 95% complete construction contract documents for review and approval Complete drawings, specifications and contract documents to buildable state	16	1132 1954		-   -	2 2	! !	1	4	4		
34	Transmit electronic copies contract does to City with mylars of drawings Amendment No. 1	149	350 13135		1	7:			2		:	?:
	Miss, coordination and correspondence with COE	57	6099		1	,	,	46	ຸ 11			
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37	Attentifipre-leaf conference  Hand's pre-leaf phone calls from bodders, assourceons w Guy, propose Addonda (if any)	2	214 428							ļ	· ··	
39	Assist City with 6-d evaluation	2	214			1 2	1	<u> </u>	1			
40	Accist city with construction contract award.  Addit work re, to incorp, into COE contract, Magnuder bid, and second public bid.	103	214 9856		1			74	i	1	:	29
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43	Atlend at pre-bid conference	2	214		Ì		d	************	1		ļ	
44	Prepara agenda & minutes; moet with CCE relimits of scopes of work Provide construction inspecsion & documentation services	10 404.	1070 31528		1	10		:	24	į.		300
	Adjustment for contractor's schedule	202	15764			40	, '		12			150
	Perform thep drawing review Adjustment for quality of thep drawings	) 8, 140	856 14200		Ę.	60		:	60	ı		20
	Respond to contractor field questions on design intent or unforeseen conditions. Review contractor payment requests.	10	1024 1712			2	: -2	<u> </u>	ļ	8		
	Adjustment for contractor's schedule	24	1944			٤			1	' '-		16
	Miss. coordination and correspondence with COE & MCLD Preprie as-built (record) drawings	124	12332 1040		1 :	4	;	1	i	4	: :	24
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	ORIGINAL TOTAL ESTIMATED NOT-TO-EXCEED FEE AMOUNT:		\$180,000									·····
	AMENDMENT NO. 1 REQUESTED AMENDMENT NO. 2		\$15,900 \$67,100	**************			1	<u> </u>				
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3.	Front-end documents for the construction documents will be standard City of Chesterfield							secumos co	/wester!	eyu melhe	M	
	All permit application fees will be paid by the City of Chesterfield.  Probid agenda will be created by the City; pro-bal meeting will be executed by City staff.											
6. 7.	The City will perform evaluation of contractors' qualifications as a responsive and respon City will reproduce construction contract documents for contractor bridging purposes.	isible candidat	e.					****				
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