



City of Saginaw

Meeting Date: 3/06/2018

Staff Contact: Rick Trice, P.E.
Dir. of Public Works/Economic Dev.

Agenda Item: 7
(CC-0318-06)

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SUBJECT: Consideration and action regarding approval of Amendment Number 1 to the Individual Project Order (IPO) with Kimley-Horn & Associates, Inc. for supplemental inspection services for the Park Center Elevated Tank Rehabilitation Project

BACKGROUND/DISCUSSION:

On November 7, 2017 (Item CC-1117-04), City Council approved an IPO in the amount of \$120,000 with Kimley-Horn & Associates, Inc. (KHA) for design and construction phase services for the Park Center Elevated Tank Rehabilitation. On February 20, 2018 (Item CC-0218-13), City Council awarded a contract in the amount of \$945,329 to Tank Pro, Inc. for Park Center Elevated Tank Rehabilitation project.

In order to insure that the rehabilitation process is in compliance with the plans and specifications staff is recommending that KHA supplement their construction phase services with third party inspection resources that have specific expertise in water tank rehabilitation. KHA is requesting an amendment to their IPO in the amount of \$30,000 that will be on a reimbursable basis.

The total projected cost of the project is:

Design/Construction phase services	\$ 120,000.00
Construction	\$ 945,329.00
KHA IPO Amendment #1	\$ 30,000.00
Total	\$1,095,329.00

FINANCIAL IMPACT:

The financial impact will be \$30,000. Funds in the amount of \$1,200,000 are budgeted in the Water and Wastewater Budget, Account 05-7020-55-00 for Park Center Tank Rehab.

RECOMMENDATION:

Staff recommends approval of IPO Amendment Number 1 with KHA in the amount of \$30,000 on a reimbursement basis.

Attachments

Amendment Number 1 to IPO
Budget Information

**AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN Client AND KIMLEY-HORN
AND ASSOCIATES, INC.**

This is Amendment number 01 dated February 20, 2018 to the agreement between City of Saginaw ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated October 31, 2017 ("the Agreement") concerning Park Center Elevated Storage Tank Rehabilitation (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include Additional Services to be performed by Consultant for additional compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant shall perform the following Construction Contract Administration Additional Services:

- Provide Resident Project Representative. Consultant's role as Resident Project Representative will include furnishing a Resident Project Representative ("RPR") to assist Consultant in observing progress and quality of the Work.
- a. The duties and responsibilities of the RPR are limited to those of Consultant in the Agreement with the Client and in the Contract Documents, and are further limited and described as follows:
 - i. General
 - a) RPR is Consultant's agent at the Site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions.
 - b) RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Consultant and Contractor, keeping Client advised as necessary.
 - c) RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - d) RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.
 - ii. Schedules
 - a) Review the progress schedule, schedule of Shop Drawing and submittals, and any other schedules prepared by Contractor and consult with Consultant concerning acceptability.
 - iii. Conferences and Meetings
 - a) Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - iv. Liaison
 - a) Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
 - b) Assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
 - c) Assist in obtaining from Client additional details or information, when required for proper execution of the Work.
 - v. Interpretation of Contract Documents
 - a) Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.

- vi. Shop Drawings and Submittals
 - a) Maintain Shop Drawing and Submittal Record log.
 - b) Advise Consultant and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or submittal for which RPR believes that the submittal has not been approved by Consultant.
- vii. Modifications
 - a) Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Consultant. Transmit to Contractor in writing decisions as issued by Consultant.
- viii. Review of Work and Rejection of Defective Work
 - a) Conduct on-Site observations of Contractor's work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b) Report to Consultant whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- ix. Inspections, Tests, and System Start-ups
 - a) Consult with Consultant in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work.
 - b) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Client's personnel, and that Contractor maintains adequate records thereof.
 - c) Observe, record, and report to Consultant appropriate details relative to the test procedures and systems start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Consultant.
- x. Records
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and submittals received from and delivered to Contractor, and other Specific Project-related documents.
 - b) Prepare a weekly report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - c) Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing project documentation.
 - e) Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Consultant.

- xi. Reports
 - a) Furnish to Consultant periodic reports, as required, of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and submittals.
 - b) Draft and recommend to Consultant proposed Change Orders and Field Orders. Obtain backup material from Contractor.
 - c) Furnish to Consultant and Client copies of all inspection, test, and system startup reports.
 - d) Immediately notify Consultant of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- xii. Payment Request
 - a) Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the Work completed, and materials delivered at the Site but not incorporated in the Work.
- xiii. Certificates, Operation and Maintenance Manuals
 - a) During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Consultant for review and forwarding to Client prior to payment for that part of the Work.
- xiv. Completion
 - a) Participate in a final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - b) Observe whether all items on the final list have been completed or corrected and make recommendations to Consultant concerning acceptance and issuance of the Notice of Acceptability of the Work.
- xv. Resident Project Representative shall not:
 - a) Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b) Exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
 - c) Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
 - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 - e) Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of Client or Contractor.
 - f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Consultant.
 - g) Accept Shop Drawings or submittals from anyone other than Contractor.
 - h) Authorize Client to occupy a Specific Project in whole or in part.

Through such observations of Contractor's work in progress and field checks of materials and equipment by the RPR, Consultant shall endeavor to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. However, Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents

Consultant will perform the Additional Services set forth above on a labor fee plus expense basis. Consultant recommends the Client budget \$30,000 for this task.

Client:

CITY OF SAGINAW

By: _____

Title: _____

Date: _____

Consultant:

KIMLEY-HORN AND ASSOCIATES, INC.

By: *JH James*

Title: SR. VICE PRESIDENT

Date: 2/20/18

CITY OF SAGINAW

2017-2018

WATER & WASTEWATER

05-XXXX-55-00	EF CAPITAL PROJECTS		\$ 2,214,000
05-7003-55-00	S Hampshire 16" water line (impact fees \$692,000)	\$ 692,000	
05-7018-55-00	Saginaw Blvd 12" water line PH 2 (impact fees \$322,000)	\$ 322,000	
05-7020-55-00	Park Center Tank Rehab	\$ 1,200,000	
	fund balance	1,005,605	
	escrow transfer	0	
	developer cont.	0	
	impact fees	1,014,000	
			<u>\$ 2,214,000</u>

City of Saginaw – 2017 Budget Retreat

Water – CIP Review

City of Saginaw		2016-2021 Capital Improvements Plan				Water		
Water System CIP		Updated: August 2017				2020-2021		
Project Description	Total	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021		
1) Park Center Elevated Storage Tank Rehabilitation	\$1,200,000							
A. Design / CCA	\$200,000		\$200,000					
B. Construction	\$1,000,000		\$1,000,000					
2) S. Hampshire 16" Water Line (75% Design Complete) (1,350 LF; S. Hampshire across Hioteah Park to Saginaw Blvd.)	\$692,000							
A. Design / CCA	---	Completed						
B. Construction	\$692,000		\$692,000					
3) CDBG Bluebonnet Street 6" Water Line (1,482 LF; W. Green St. to Southam Ave.)	Completed	Completed						
A. Design / CCA	---	Completed						
B. Construction	---	Completed						
4) Saginaw Blvd 12" Water Line Ph. 2 (974 LF; 200 Feet South of Palomino Dr. to Hioteah Park St.)	\$322,000							
A. Design / CCA	---	Completed						
B. Construction	\$322,000		\$322,000					
5) Saginaw Blvd. 16" Water Line Ph. 2 (3,229 LF; Palomino Dr. across Saginaw Blvd. to Samson Blvd. 12" WL)	\$1,190,000							
A. Design / CCA	\$155,000		\$155,000					
B. Construction	\$1,035,000				\$1,035,000			
6) W. McLeroy Blvd. 12" Water Line Ph. 2 (705 LF; Elementary #14 to Old Decatur Rd.)	\$260,000							
A. Design / CCA	\$34,000						\$34,000	
B. Construction	\$226,000						\$226,000	
City Water Subtotal	\$3,664,000		\$2,214,000	\$155,000	\$1,035,000	\$260,000		
7) Old Decatur Rd. 8" Water Line ⁽²⁾ (1,212 LF; W. McLeroy Blvd. to Springhill Dr.)	\$290,000							
8) Old Decatur Rd. 12" Water Line Ph. 1 ⁽²⁾ (651 LF; W. McLeroy Blvd. to First Baptist Church)	\$260,000							
		Developer						

Notes:

*Project budgets are based on a planning level analysis, on 2017 dollars, and on best available 2017 construction prices

⁽¹⁾ Projects constructed by the City of Fort Worth

⁽²⁾ Projects possibly constructed by Developers

