

**REQUEST FOR COUNCIL ACTION**

**SUBJECT:** Zone 2 Grizzly 4.0 MG Water Storage Reservoir

**SUMMARY:** Approve a Professional Services Agreement Amendment No. 2 with MWH America's Inc. for additional engineering services for the Zone 2 Grizzly 4.0 MG Water Storage Reservoir, in an amount not to exceed \$17,763.15.

**FISCAL**

**IMPACT:** Funds are available in the Capital Water Account.

**STAFF RECOMMENDATION:**


Staff recommends approval of the Professional Services Agreement Amendment No. 2 with MWH America's, Inc. for additional engineering services for the Zone 2 Grizzly 4.0 MG Water Storage Reservoir, in an amount not to exceed \$17,763.15.

**MOTION RECOMMENDED:**

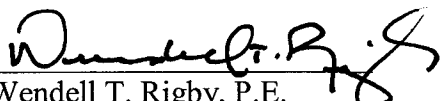
"I move to adopt Resolution No. 15-167 authorizing the Mayor to execute the Professional Services Agreement Amendment No. 1 with MWH America's Inc. for additional hours of Construction Management Services for additional engineering services for the Zone 2 Grizzly 4.0 MG Water Storage Reservoir, in an amount not to exceed \$17,763.15.

Roll Call vote required


**Prepared by:**

  
Roger Payne, P.E.  
Engineering Manager for Utilities

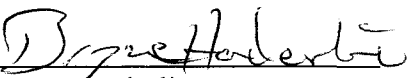
**Reviewed by:**

  
Wendell T. Rigby, P.E.  
Director of Public Works

**Reviewed as to Legal Sufficiency:**

  
Darien Alcorn  
Acting City Attorney

**Recommended by:**

  
Bryce Haderlie  
Interim City Manager

## **BACKGROUND DISCUSSION:**

Construction of the Grizzly 4 Million Gallon Water Storage Reservoir is near completion. However the project construction period has taken longer than expected and some modifications were needed in the final site grading, access roads and landscaping. The engineer was directed to modify the site grading to include an access road to go around the site and allow access to operational valves and drainage vaults and manholes. The enhanced access will improve operations of both the new and existing reservoirs. The new access roads required modifications to the landscaping which was also requested.

Amendment No 2 for engineering services is for the modifications to the site grading and access road plan, and for the modifications to the landscaping plans. Also the budget for the inspection services is being adjusted to cover the extension of time allowed for the completion of construction activities. Amendment No. 2 with MWH America's Inc. for the amount of \$ 17,763.15 covers the additional services for the site and landscaping modifications and the additional inspection time required to complete the project.

The new reservoir is ready for operation and the only work remaining to be done is the completion of the electrical and instrumentation items, asphalt paving, and landscaping.

### **Attachments:**

Resolution  
Amendment No. 2

**THE CITY OF WEST JORDAN, UTAH**  
A Municipal Corporation

RESOLUTION NO. 15-167

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY AND MWH AMERICA'S, INC. FOR THE  
ZONE 2 GRIZZLY 4.0 MG WATER STORAGE RESERVOIR

**WHEREAS**, the City Council of the City of West Jordan has reviewed Amendment No. 2 to the Professional Services Agreement between the City of West Jordan and MWH America's, Inc. (a copy of which is attached) for additional engineering services for the Zone 2 Grizzly 4.0 MG Water Storage Reservoir in an amount not to exceed \$17,763.15; and

**WHEREAS**, the City Council of the City of West Jordan desires to approve Amendment No. 2 to the Professional Services Agreement with MWH America's, Inc. for additional engineering services for the Zone 2 Grizzly 4.0 MG Water Storage Reservoir in an amount not to exceed \$17,763.15.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THAT:

Section 1.                   After approval as to legal form, the Mayor is hereby authorized and directed to approve Amendment No. 2 to the Professional Services Agreement with MWH America's Inc. for additional engineering services for the Zone 2 Grizzly 4.0 MG Water Storage Reservoir in an amount not to exceed \$17,763.15.

Section 2.               This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah this 25<sup>th</sup> day of August 2015.

\_\_\_\_\_  
Kim V. Rolfe  
Mayor

ATTEST:

\_\_\_\_\_  
MELANIE S. BRIGGS  
City Recorder

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Sophie Rice	_____	_____
Ben Southworth	_____	_____
Mayor Kim V. Rolfe	_____	_____



**MWH**

**BUILDING A BETTER WORLD**

July 28, 2015

Mr. Roger Payne  
City of West Jordan  
8000 W. Redwood Road  
West Jordan, UT 84088

**Subject: Professional Services Agreement – Contract Amendment No. 2**

Dear Mr. Payne:

We have evaluated the engineering/inspection services to be provided during construction of the Grizzly Tank No. 2 through the end of the project as you requested.

Our original proposal was based on a construction duration of 6-months (26-weeks) with 500-hours allocated for inspection services as stipulated in the City's request for proposals. Contract Amendment No. 1 executed in November of 2014 accounted for an increase in contract time to 50-weeks. Currently the anticipated completion date is September 10, 2015 and accounting for the winter shut down period, the total construction duration is now 70-weeks. The additional 20-week construction period will require inspection services by Mr. Rod Ericson (RodCo) and engineering office/site support and mileage charges for site visits.

To comply with City desired modifications to the project pavement and landscaping design we provided revised drawings to accurately communicate the changes in scope to the construction contractor.

Based on MWH's present knowledge of the field and design services described, the total budget increase proposed is \$17,763.15 and will be conducted on an hourly rate basis in accordance with the existing Professional Services Agreement.

Please sign this agreement in the space marked below and return one copy for our records.

If you have any questions please contact Dave Miklas in our Salt Lake City office at 801.617.3232 or Mike Gronseth at 801.617.3201.

Sincerely,

**MWH Americas, Inc.**

Acceptance of Agreement

**City of West Jordan**

Angela Mackinnon  
Project Management & Commercial Lead

\_\_\_\_\_  
\_\_\_\_\_  
Date

**MWH - Optimal PBW** **Pricing Summary**

**Client:** 1516 - West Jordan, City Of  
**Job:** Grizzly - 4MG - Tank 2

**Cost Code:** Total  
**Project Totals**

**Pricing Summary**

Labor	Hours	Billing Rate	Total Amount
112326 - Hall, Kevin	-	130.00	-
101944 - Romney, Stephen	-	180.00	-
106094 - Chambers, Michael	-	150.00	-
111829 - Diaz, Ruby	-	100.00	-
114583 - Dixon, James	-	100.00	-
105139 - Crook, Barrett	-	160.00	-
106155 - Deerkop, John	-	160.00	-
101829 - Carter, Michael	12.0	100.00	1,200.00
114902 - Foster, Robert	-	90.00	-
110218 - Suehrstedt, Craig	-	150.00	-
107891 - Heibel, Stephen	-	150.00	-
106625 - Tehaney, John	-	180.00	-
Rnet CADD	-	90.00	-
580 Senior-level Information Technology	-	-	-
590 Mid-level Information Technology	-	-	-
600 Associate-level Information Technology	-	-	-
610 Technical Support	-	-	-
110564 - Holmes, Melva	-	90.00	-
114908 - Faul, Kory	-	60.00	-
1740422 - Bhosekar, Sagar	-	100.00	-
Borrowed Staff	-	-	-
103959 - Miklas, David	40.0	180.00	7,200.00
104270 - Gronseth, Michael	1.5	180.00	270.00
115369 - Gomez, Andrew	3.0	60.00	180.00
111862 - Barnett, Jennifer	1.5	90.00	135.00
113358 - Siamwiza, Kalonga	3.0	100.00	300.00
<b>Labor Profit</b>			-
<b>LABOR TOTAL</b>			<b>9,285.00</b>

Temp Labor	Hours	Billing Rate	Total Amount
Temp 1		-	-
Temp 2		-	-
Temp 3		-	-
<b>Temp Labor Profit</b>			-
<b>TEMPORARY LABOR TOTAL</b>			-

Subcontractors	Total Amount
AGEC	-
RBB	-
RedCo	5,400.00
Erickson Landscaping	2,640.00
<b>Subcontractors Overhead</b>	-
<b>SUBCONTRACTOR TOTAL</b>	<b>8,040.00</b>

Other Direct Costs	Units	Total Amount
Associated Project Costs (APC)	61.0	-
5540 CADD	12.0	248.40
5263 Distance (in Miles):	300.0	189.75
5315 Material Costs		-
5320 Equipment/Supplies		-
5575 Other Engineering ODC		-
5215 Transportation		-
5235 Lodging		-
5253 Meals		-
Ad-hoc Item; revenue/invoice, no cost		-
<b>OTHER DIRECT COSTS TOTAL</b>		<b>438.15</b>

Inter/Intra Company Agreements (by Invoice)	Total Amount
5040 MWHC	-
<b>Inter/Intra Company Agreements Subtotal</b>	-

TOTAL	Total Amount
<b>GRAND TOTAL</b>	<b>17,763.15</b>

**Approvals**

Project Manager: \_\_\_\_\_

Project Manager: \_\_\_\_\_

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

Business Unit Manager: \_\_\_\_\_

Business Unit Manager: \_\_\_\_\_

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

**AMENDMENT NO. 2**  
**TO AN AGREEMENT**  
**FOR PROFESSIONAL SERVICES**  
**BETWEEN THE CITY OF WEST JORDAN**  
**AND**  
*MWH America's Inc.*

THIS AMENDMENT, made and entered into this 25<sup>th</sup> day of August 2015 by and between the CITY OF WEST JORDAN, a municipal corporation (hereinafter referred to as "City"), and MWH America's, Inc.(hereinafter referred to as "Consultant").

The City and Consultant agree as to amend the following sections of the original Professional Services Agreement to provide for additional Construction Management Services for the Grizzly 4.0 MG Water Storage Reservoir

2. **DESCRIPTION OF SERVICES**

The services to be performed by Consultant are as follows:

Provide for additional Construction Management Services for the Grizzly 4.0 MG Water Storage Reservoir as described in the attached Consultant's proposal dated July 28, 2015.

3. **COMPENSATION AND PAYMENT**

The total compensation payable to Consultant by City for the services described in Paragraph 2 shall not exceed the sum of **\$17,763.15** for Amendment No. 2 bringing the total not-to exceed fee to \$270,310.15 for services under this contract.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF WEST JORDAN

\_\_\_\_\_  
Kim V. Rolfe, Mayor

APPROVED AS TO ADMINISTRATION:

\_\_\_\_\_  
Melanie Briggs, City Recorder

CONSULTANT

MWH America's, Inc.

STATE OF Nevada )

:SS

COUNTY OF Clark )

On this 18th day of August, 2015 personally appeared before me, Steven P.

Weber, who being by me duly sworn did say that he is ~~the~~ a Vice President of MWH Americas, Inc., a California

corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he acknowledged to me that said corporation executed the same.

Christine M. Smith  
NOTARY PUBLIC



My Commission Expires: January 16, 2018

Residing in Clark County, Nevada