

**REQUEST FOR COUNCIL ACTION**

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

**SUMMARY:** Approve a Professional Services Agreement Amendment No. 1 with MWH America's Inc. for additional hours of Construction Management Services for the Zone 2 Grizzly 4.0 MG Water Storage Reservoir, in an amount not to exceed \$39,195.00.

**FISCAL**

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

**STAFF RECOMMENDATION:**

Staff recommends approval of the Professional Services Agreement Amendment No. 1 with MWH America's, Inc. for additional hours of Construction Management Services for the Zone 2 Grizzly 4.0 MG Water Storage Reservoir, in an amount not to exceed \$39,195.00.

**MOTION RECOMMENDED:**

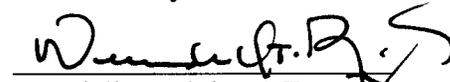
"I move to adopt Resolution No. 14-214 authorizing the Mayor to execute the Professional Services Agreement Amendment No. 1 with MWH America's Inc. for additional hours of Construction Management Services for the Zone 2 Grizzly 4.0 MG Water Storage Reservoir, in an amount not to exceed \$39,195.00.

Roll Call vote required

**Prepared by:**

  
Roger Payne, P.E.  
Engineering Manager for Utilities

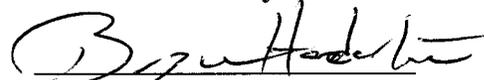
**Reviewed by:**

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

**Reviewed as to Legal Sufficiency:**

  
Jeffery Robinson  
City Attorney

**Recommended by:**

  
Bryce Haderlie  
Interim City Manager

## **BACKGROUND DISCUSSION:**

The City contracted with the engineering firm of MWH America's Inc. for design, construction management and inspection services for construction of the Zone 2 Grizzly 4 Million Gallon Water Storage Reservoir. This reservoir is located at approximately 5200 West on 7800 South. The project has been under construction since March of 2014. At the present time the project is about 75 % completed, however the funding provided for the construction inspection is now depleted.

When the City requested quotes for engineering management and inspection services, the city specified that 500 hours be included for the inspection services so engineering proposals could be evaluated on the same level of service. The 500 hours was based on the expectation that the construction period would last about 6 months and that the inspector would spend an average of 4 hours a day at the site. The actual construction period will be about 10 months. Therefore, we are short of budget to support continued inspection of the construction activities. Construction has been ongoing for the past 8 months and the budgeted funds to support inspection and construction management has been spent. The project will require two or three months of additional time to complete.

The City requested the consultant to submit a proposal to increase the budget for inspection time in order to keep the inspector on site thru the duration of the construction period.

Amendment No 1 with MWH America's Inc. allows for additional hours of construction management and inspection time to keep the part time inspectors on site thru the duration of the construction period. An additional 360 hours are budgeted resulting in a budget increase of \$39,195. The construction management team and inspector have performed well and we desire to maintain their assistance until completion of the project.

### Attachments:

Resolution  
Amendment No. 1

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

RESOLUTION NO. **14-214**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 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. 1 to the Professional Services Agreement between the City of West Jordan and MWH America's, Inc. (a copy of which is attached) for additional construction management services for the Zone 2 Grizzly 4.0 MG Water Storage Reservoir in an amount not to exceed \$39,195.00; and

**WHEREAS**, the City Council of the City of West Jordan desires to approve Amendment No. 1 to the Professional Services Agreement with MWH America's, Inc. for construction management services for the Zone 2 Grizzly 4.0 MG Water Storage Reservoir in an amount not to exceed \$39,195.00.

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. 1 to the Professional Services Agreement with MWH America's Inc. for additional construction management services for the Zone 2 Grizzly 4.0 MG Water Storage Reservoir in an amount not to exceed \$39,195.00.

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

Adopted by the City Council of West Jordan, Utah this 19<sup>th</sup> day of November 2014.

\_\_\_\_\_  
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	_____	_____
Ben Southworth	_____	_____
Justin D. Stoker	_____	_____
Mayor Kim V. Rolfe	_____	_____

**AMENDMENT NO. 1**  
**TO AN AGREEMENT**  
**FOR PROFESSIONAL SERVICES**  
**BETWEEN THE CITY OF WEST JORDAN**  
**AND**  
***MWH America's Inc.***

THIS AMENDMENT, made and entered into this 19<sup>th</sup> day of November 2014 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 October 31, 2014.

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 **\$39,195.00** for Amendment No. 1 bringing the total not-to exceed fee to \$252,54700 for services under this contract.

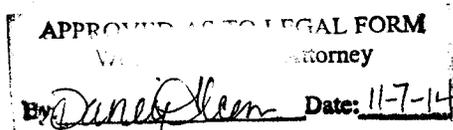
In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF WEST JORDAN

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

APPROVED AS TO ADMINISTRATION:

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



CONSULTANT

Flasch.

MWH America's, Inc.

STATE OF Colorado

COUNTY OF Broomfield

On this 11th day of November, 2014 personally appeared before me, Tania Flasck  
she, who being by me duly sworn did say that ~~he~~ <sup>she</sup> is the 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~~ <sup>she</sup> acknowledged to me that said corporation executed the same.

Dana L. Turner.  
NOTARY PUBLIC

Dana L. Turner  
State of Colorado  
Notary Public  
Notary ID No. 19984002965  
My Commission Expires 2/26/2018

My Commission Expires: 2/26/2018  
Residing in Arapahoe County, Colorado



**MWH**

**BUILDING A BETTER WORLD**

October 31, 2014

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

**Subject: Professional Services Agreement – Contract Amendment**

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. Based on the contractor's current schedule, the total construction period is 11½ months (50 weeks). Construction management through the additional 24-week construction period will require half-time (average, 20-hours per week) inspection services. These services will continue to be provided by Mr. Rod Erickson (RodCo). In addition, there will be engineering office/site support and mileage charges for site visits.

Based on MWH's present knowledge of the services described, the total budget increase proposed is \$39,195 and will be conducted on an hourly rate basis in accordance with the existing Professional Services Agreement.

Note that as the project moves into the winter months construction operations that are temperature sensitive (for instance: reservoir stress cable placement, tank backfill and placement of asphalt) may be suspended until spring. The total number of weeks when work is actually being performed and on-site inspection is needed would be expected to remain the same.

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.**

Tania Flasch

Project Management & Commercial Lead

Acceptance of Agreement

City of West Jordan

\_\_\_\_\_  
Date

2890 E. Coltonwood Pkwy  
Suite 300  
Salt Lake City, UT 84121

TEL 801 617 3200  
FAX 801 617 4200  
www.mwhglobal.com

**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
114583 - Dixon, James		100.00	
101829 - Carter, Michael		100.00	
107891 - Helbel, 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			
1740422 - Bhosekar, Sagar	6.0	100.00	600.00
Borrowed Staff	-	-	-
103959 - Miklas, David	71.0	180.00	12,780.00
104270 - Gronseth, Michael	-	180.00	-
115369 - Gomez, Andrew	6.0	60.00	360.00
111862 - Barnett, Jennifer	4.0	90.00	360.00
<b>Labor Profit</b>			-
<b>LABOR TOTAL</b>			<b>14,100.00</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	-
RodCo	24,750.00
Erickson Landscaping	-
<b>Subcontractors Overhead</b>	-
<b>SUBCONTRACTOR TOTAL</b>	<b>24,750.00</b>

Other Direct Costs	Units	Total Amount
Associated Project Costs (APC)	87.0	-
5540 CADD	0.0	-
5263 Distance (In Miles):	0.0	-
5315 Material Costs		-
5320 Equipment/Supplies		-
5575 Other Engineering ODC		-
5215 Transportation		345.00
5235 Lodging		-
5253 Meals		-
Ad-hoc Item; revenue/invoice, no cost		-
<b>OTHER DIRECT COSTS TOTAL</b>		<b>345.00</b>

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

TOTAL	Total Amount
<b>GRAND TOTAL</b>	<b>39,195.00</b>

**Approvals**

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

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

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

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

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

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