

**REQUEST FOR COUNCIL ACTION**

**SUBJECT:** 5600 West Roadway Design -7000 to 7800 South – Phase 2

**SUMMARY:** Approve a Professional Services Agreement Amendment No. 4 with Excel Engineering, Inc. for the 5600 West Roadway Design Phase 2, in an amount not to exceed \$6,700.00.

**FISCAL**

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

**STAFF RECOMMENDATION:**

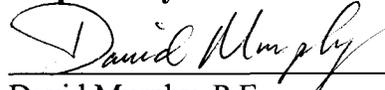
Staff recommends approval of the Professional Services Agreement Amendment No. 4 with Excel Engineering, Inc. for the 5600 West Roadway Design Phase 2, in an amount not to exceed \$6,700.00.

**MOTION RECOMMENDED:**

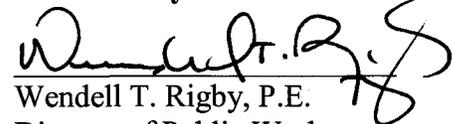
"I move to adopt Resolution No. 14-57 authorizing the Mayor to execute the Professional Services Agreement Amendment No. 4 with Excel Engineering, Inc. for the 5600 West Roadway Design Phase 2, in an amount not to exceed \$6,700.00.

Roll Call vote required

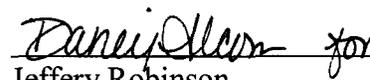
**Prepared by:**

  
\_\_\_\_\_  
David Murphy, P.E.  
CIP Manager

**Reviewed by:**

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

**Reviewed as to Legal Sufficiency:**

  
\_\_\_\_\_  
Jeffery Robinson  
City Attorney

**Recommended by:**

  
\_\_\_\_\_  
Richard L. Davis  
City Manager

## **BACKGROUND DISCUSSION:**

In February of 2014, the City hired Kilgore Contracting to construct the 5600 West Improvement Project Phase 2B. During construction the Contractor will have questions for the design engineer with some of these questions leading to extra work not included in the contract. This contract addendum will allow Excel Engineering to attend construction meetings and assist the City in processing change orders if they arise.

This amendment will also cover extra costs associated with splitting up the original bid package into phase 1, phase 2A and 2B. The original contract did not consider the extra hours required to prepare and process all three bid packages.

### **Attachments:**

Resolution  
Agreement

**THE CITY OF WEST JORDAN, UTAH**

A Municipal Corporation

RESOLUTION NO. 14-57

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 4 BETWEEN THE CITY AND EXCEL ENGINEERING, INC.

**WHEREAS**, the City Council of the City of West Jordan has reviewed a Professional Services Agreement between the City of West Jordan and Excel Engineering, Inc. (a copy of which is attached) for engineering design and construction services for the 5600 West Roadway Project Phase 2 in an amount not to exceed \$6,700.00; and

**WHEREAS**, the City Council of the City of West Jordan desires to approve a Professional Services Agreement Amendment No. 4 with Excel Engineering, Inc. for engineering design services for the 5600 West Roadway Project in an amount not to exceed \$6,700.00.

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 a Professional Services Agreement Amendment No. 4 with Excel Engineering, Inc. for engineering services for the 5600 West Roadway Project Phase 2 in an amount not to exceed \$6,700.00.

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

Adopted by the City Council of West Jordan, Utah this 26<sup>th</sup> day of March 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. 4**  
**TO AN AGREEMENT**  
**FOR PROFESSIONAL SERVICES**  
**BETWEEN THE CITY OF WEST JORDAN**  
**AND**  
*Excel Engineering, Inc.*

THIS AMENDMENT, made and entered into this 26<sup>th</sup> day of March 2014 by and between the CITY OF WEST JORDAN, a municipal corporation (hereinafter referred to as "City"), and Excel Engineering, 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 engineering services for the 5600 West Roadway Design – 7000 to 7800 South Project.

2. **DESCRIPTION OF SERVICES**

The services to be performed by Consultant are as follows:

Provide for additional design services for the 5600 West, 7000 South to 7800 South Project as described in the attached Consultant's proposal.

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 **\$6,700** for Amendment No. 4 bringing the total not-to exceed fee to \$135,890.00 for services under this contract and fee shall be earned on a lump sum basis.

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



# Excel Engineering, Inc,

David W. Peterson, P.E.  
12 West 100 North, Suite 201  
American Fork, UT 84003  
P: 801-756-4504  
E: david@excelcivil.com

March 7, 2014

Re: 5600 West Phase 2B additional services proposal

Dear David:

Thank you for the opportunity to provide the proposal for the additional services for Phase 2B

Survey Work:

- Stake the Southwest Curb return at the intersection of 5600 West/7800 South for use by the telecommunications company.

\$400

Monthly Construction meeting attendance

- Once a month, attend Weekly construction meetings at city hall or at the project job site. (Anticipate 9 meetings at \$300/meeting)

\$2,700

5600 West Electrical Conduit plan

- Preparation of separate plan set for Electrical conduit and vault installation along 5600 West and 7800 South.

\$3,600

For your information my hours for the following services already included in my contract are as follows:

Change Order support during construction	20 hours
As-built plan preparation (excluding survey)	32 hours

Please call with any questions.

Sincerely,

David W. Peterson, P.E.  
Principal Engineer