City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager MSP-W

FROM: Randall M. Krauel, Director of Public Works RMK

DATE: April 22, 2020

SUBJECT: Water Storage Tower Rehabilitation - 2019
- Professional Services Agreement Amendment No. 3

In conjunction with Change Order No. 2 to the Water Storage Tower Rehabilitation project, a proposed Amendment No. 3 to the Professional Services Agreement with JEO Consulting Group, Inc. has been prepared and attached. The Amendment includes the additional professional services required to administer and review the project through the July 31 completion date established in Change Order No. 2.

The services and fees are detailed in the Amendment and summarized as follows:

Project Management	$600.00 Lump Sum
Construction Administration	$2,400.00 Lump Sum
Resident Project Representation	$4,000.00 Hourly NTE
NACE Coating Inspections	$52,300.00 Hourly NTE
Total	$59,300.00 Estimated

The effect of proposed Amendment No.3 on the Agreement is as follows:

Original Agreement (02-11-19)	$29,400.00
Amendment No. 1 (08-12-19)	$89,500.00
Amendment No. 2 (10-14-19)	$ 4,800.00
Proposed Amendment No. 3	$59,300.00
Total	$183,000.00

With the proposed Amendment No. 3, the total project cost is estimated as follows:

Professional Services

Original Contract	$29,400.00	
Amendments No. 1-3	$153,600.00	
Subtotal		$183,000.00

Construction Contract

Original Contract	$543,700.00	
Change Orders No. 1-2	$53,200.00	
Subtotal		$596,900.00
Total		$779,900.00

Funding for the project is currently estimated as follows:

Water Utility Fund

F.Y. 18-19	$60,000.00	
F.Y. 19-20 Re-estimate	$665,600.00	
Subtotal		$725,600.00

U.S. Cellular Reimbursement

Railing Modification – Design	$4,800.00	
Railing Modification – Construction	$48,200.00	
Subtotal		$53,000.00
JEO Consulting Group, Inc.		$5,000.00
Total		$783,600.00

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving Amendment No. 3 to the Professional Services Agreement with JEO Consulting Group, Inc. for the Water Storage Tower Rehabilitation – 2019 project.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR THE WATER STORAGE TOWER REHABILITATION – 2019 PROJECT.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that all contracts made by the City be approved by the City Council; and,

WHEREAS, an Amendment No. 3 to the Professional Services Agreement for the continuation of construction services related to the Water Storage Tower Rehabilitation – 2019 project has been prepared with JEO Consulting Group, Inc.; and,

WHEREAS, the City Council has determined that Amendment No. 3 to the Professional Services Agreement is in the best interests of the City and residents thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that Amendment No. 3 to the Professional Services Agreement with JEO Consulting Group, Inc. for the Water Storage Tower Rehabilitation – 2019 project is approved and the Mayor is authorized to execute the Amendment on behalf of the City.

Passed and approved by the Carroll City Council this 27th day of April, 2020.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: _____.

ARTICLE 1 – BACKGROUND DATA

Effective Date of Owner-Engineer Agreement: February 11, 2019
Owner: City of Carroll, Iowa
Project: Water Storage Tower Rehabilitation – 2019
JEO Project #: 190111.00

ARTICLE 2 – NATURE OF AMENDMENT

X Additional Services to be performed by Engineer
_ Modifications to services of Engineer
X Modifications of payment to Engineer

ARTICLE 3 – DESCRIPTION OF MODIFICATIONS

Perform engineering services related to the construction administration and on-site inspection services. Refer to the attached Exhibit A for detailed scope of services.

ARTICLE 4 – AGREEMENT SUMMARY

Original agreement amount:	$	29,400
Net change for prior amendments:	$	94,300
This amendment amount:	$	59.300
Total Adjusted Agreement amount:	$	183,000

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit B.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Carroll, Iowa

By: _____
Print name: Dr. Eric Jensen
Title: Mayor
Date Signed: _____

ENGINEER: JEO Consulting Group, Inc.

By: Blake Birkel
Print name: Blake Birkel, PE
Title: Project Manager
Date Signed: 4/8/2020

JEO Consulting Group, Inc.
SCOPE OF SERVICES

PROJECT DESCRIPTION:

The water storage tank rehabilitation project was not able to be completed last Fall and is expected to resume construction this Spring. The purpose of this amendment is to extend the construction administration and onsite inspection of the contractor's work on the project (including the services of a NACE Certified coatings inspector). The Contractor's proposed schedule to finish the project indicates approximately 10 more weeks of construction beginning in late April 2020.

BASIC SCOPE OF SERVICES

PROJECT MANAGEMENT:

A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
   a. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
   b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
   c. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
   d. Review billed hours by design team and prepare invoice statements for Owner.

CONSTRUCTION ADMINISTRATION:

C. Provide interpretation of Plans and Specifications, as necessary.

D. Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval.

E. Schedule and conduct progress meetings with Owner and Contractor onsite. *It is assumed that there will be a total of two (2) additional progress meetings.*

RESIDENT PROJECT REPRESENTATION (RPR):

A. The Resident Project Representation (RPR) will be provided on a part-time basis during the construction phase of the project. The RPR inspector will assist the Engineer with the following tasks:
   a. Review the progress schedules, approved shop-drawing submittals and Contractor's schedule of values.
   b. Conduct on-site observations of the Contractor's work and report their progress to the Engineer.
   c. Communicate with the Engineer regarding suggestions and recommendations made by the Contractor.
   d. Consult with the Engineer regarding scheduling inspections, tests, and system start-ups, and accompany visiting inspectors and technicians during said events.
   e. Maintain reports of inspections, progress and other pertinent construction data and questions during the construction phase.
   f. Review payment applications from the Contractor for compliance with the established procedures.

NACE COATING INSPECTIONS:

A. A certified NACE coating inspector will be provided on a full-time basis during the surface preparation and coating applications for both interior and exterior of the water storage tower. The NACE Coating inspector will assist the Engineer/RPR with the following tasks:
   a. Review and provide comment on the Contractor's shop drawing submittals related to containment rigging and coatings materials.
   b. Attend in-person and participate in monthly progress meetings.
   c. Monitor and approval of the structural repairs and modifications to the tank for conformance with specifications.
   d. Inspection of abrasive blasting media and equipment in conformance with the specifications and to prevent contamination of surfaces during surface preparation work.
   e. Monitor the paint removal and disposal processes for conformance with the specifications and applicable environmental regulations.
   f. Approve surface preparation samples.
   g. Monitor the Contractor's mixing and application of coatings for conformance with the specifications and manufacturer's recommendations.
   h. Submit daily and weekly inspection reports.
   i. Coordinate and review TLCP testing for conformance with specifications and environmental regulations.

ADDITIONAL MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

A. Construction Administration/RPR/NACE Coatings Inspections:
   1. Monthly Progress Meeting (2 additional meetings)

ADDITIONAL SERVICES, NOT INCLUDED:

A. SWPPP Inspections and Reporting
B. Preparation of as-built drawings.
C. Meetings not outlined in the scope of services.

ESTIMATED TIME FRAME:

A. Project Management – through July 2020
B. Construction Administration Phase – through July 2020
C. RPR Phase – through July 2020
D. NACE Coating Inspections – estimated 10 more weeks of construction (60 hr/week)

ESTIMATED FEE BREAKDOWN:

A.	Project Management:	$	600 (lump sum)
B.	Construction Administration:	$	2,400 (lump sum)
C.	Resident Project Representation (RPR):	$	4,000 (hourly not-to-exceed)
D.	NACE Coating Inspections:	$	52,300 (hourly not-to-exceed)
	Total Fee:	$	59,300 (estimated)