

CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
MEETING DATE: March 27, 2006

SUBJECT: Amendment #3 to TetraTech/KCM, Inc. Engineering Services Agreement

SUBMITTING DEPT: Public Works

PREPARED BY: Stephen R. Banham, Director _____
(Digital Signature)

AGENDA LOCATION: Comments/Communications ; Consent ; Committee Reports
Unfinished Business ; Council Action Items ; Public Hearing ; Standing Committees

ATTACHMENTS: 1) Engineering Services Agreement Amendment #3 TetraTech/KCM, Inc.

ANALYSIS/SUMMARY:

This amendment is to provide technical support services by TetraTech/KCM, the project designer, during the construction of the project for Marine Drive Reconstruction and Wastewater Equalization Storage. This will include participation in the preconstruction conference, submittal review and approval, response and clarification of technical questions during construction, archeological monitoring during construction, periodic site visits, review and processing of change orders, start-up monitoring, final inspection and preparation of record drawings. Bids for the construction project are currently scheduled to be opened on April 11, 2006.

RECOMMENDATION: Waive 2nd Reading: Staff recommends that the City Council:

Authorize the City Manager to sign Amendment #3 to the Engineering Services Agreement with TetraTech/KCM, Inc. not to exceed **\$88,040** total for Technical Support Services during construction.

FISCAL ANALYSIS: Funding for this amendment will originate from Fund 305 and the Public Works Trust Fund loan.

REVIEWED BY:

City Manager: _____ Finance Director: _____ City Clerk: _____
(Digital Signature) (Digital Signature) (Digital Signature)

COUNCIL ACTION:

Approved Denied Tabled/Deferred Assigned to: _____

COUNCIL ACTION:

**CITY OF BLAINE
CONTRACT AMENDMENT #3
TO
ENGINEERING SERVICES AGREEMENT No. S04-06
With TetraTech/KCM, Inc.**

The contract between the City of Blaine and TetraTech/KCM, Inc. for consulting engineering services for Wastewater Equalization Storage and Marine Drive Reconstruction dated December 16, 2004 is hereby amended as follows:

Item #1: **Section 1, Scope of Work:** The original contract is amended as described in Exhibit A.

Item #2: **Section 2, Term:** The term of this contract is extended until December 31, 2006.

Item #3: **Section 3, Compensation:** shall be amended as follows:

The City shall pay the Consultant on a time-and-expenses basis, not to exceed Eighty-Eight Thousand, Forty Dollars and no cents (\$88,040.00), for additional consulting professional services as described above and further detailed in Exhibit B, for a revised total contract amount not to exceed, without prior City approval, \$790,550.

All work shall comply with City standards and be approved by the City prior to payment.

All other items, terms and conditions of the contract remain unchanged.

City of Blaine:

Consultant:

Gary R. Tomsic, City Manager

TetraTech/KCM, Inc.

Attest:

Departmental Approval:

Sheri Sanchez, City Clerk

Stephen R. Banham, Public Works Director

EXHIBIT A

**CITY OF BLAINE
SCOPE OF SERVICES
WASTEWATER EQUALIZATION STORAGE
AND MARINE DRIVE RECONSTRUCTION
CONSTRUCTION TECHNICAL SUPPORT SERVICES
*Amendment No. 3
March 2006***

BACKGROUND

The objective of this Amendment is to provide supplemental technical services to support the City of Blaine during project construction.

TASK 1 — PROJECT MANAGEMENT

Task 1 includes the additional effort required to manage the work of this amendment. This task includes monitoring budgets, and preparing and reviewing invoices.

Task 1.2—Monitor Schedule and Budget

The Project Manager will monitor the schedule and budget and provide a monthly progress summary for this additional work.

TASK 10 — CONSTRUCTION SUPPORT SERVICES

Task 10 includes attending a preconstruction meeting, responding to requests for information from the contractor, submittal reviews, periodic site visits and providing archeological monitoring during excavation activities for the equalization storage tank construction.

10.1 Preconstruction Meeting

The Project Manager will attend the preconstruction meeting and prepare minutes following the meeting.

10.2 Respond to City/Contractor Questions and Issues

Respond to City and Contractor questions during the course of construction. This effort includes technical interpretation of the contract drawings and specifications and providing written clarification of the contract documents where required. The fee estimate for this task is based on a maximum of 13 man-days to respond to City questions and Contractor requests for information.

10.3 Submittal Review

Review shop drawings, diagrams, catalog data, schedules and samples, the results of tests and inspections, and other data, which the Contractor is required to submit. These will be reviewed for general conformance with the project design concept and general compliance with the information given in the Contract Documents. Such review is not intended as an approval of the submittals if they deviate from the Contract Documents or contain errors, omissions and inconsistencies, nor is it intended to relieve the Contractor of his full responsibility for Contract performance, nor is the review intended to ensure or guarantee lack of inconsistencies, errors, and/or omissions between the submittals and the Contract requirements. A written response to Contractor's submittals will be included on the submittals. The fee estimate for this task is based on a maximum of 27 man-days of submittal review time.

10.4 Review Change Order Requests

Review Contractor requests for change orders and recommend a course of action. The fee estimate for this task is based on a maximum of 5 man-days of change order review time.

10.5 Periodic Site Visits

The Project Manager and Project Engineering staff will provide periodic observation of the construction on an as-needed basis to review conformance by the Contractor to the contract drawings and specifications. Where possible, site visits will be coordinated to occur on the day of the weekly construction meetings the City and their inspector will be conducting with the Contractor.

The fee estimate for this task is based on project staff site visits as follows:

Project Staff Category	Number of Site Visits
Project Manager	4
Civil Engineer (Equalization)	2
Structural Engineer	4
Electrical Engineer	2
Geotechnical Engineer	2
Civil Engineer (Roadway)	4
Estimated Number of Site Visits	18

10.6 Start-up Monitoring & Final Inspection

Tt/KCM will be on site to review start-up procedures when the Contractor performs the operational testing and system commissioning for the equalization facility. The fee estimate for this task is based on the Project Manager and Electrical Engineering staff spending a maximum of 2-1/2 man-days observing operational testing and assessing/troubleshooting system components.

10.7 Archeological Monitoring

A professional archaeologist from Equinox Research and Consulting will monitor ground disturbing activities at the interface of fill or dredge spoil deposits and native soils within the excavation limits of the equalization storage facility. This interface is approximately 9 feet below existing grade. The fee estimate for this task is based on an archaeologist making a maximum of three one-day site visits during the course of the excavation activities, as the tank construction is likely to be staged in sections.

10.8 Record Drawings

Prepare record drawings using information supplied by the Contractor. One set of vellum record drawings and AutoCad electronic drawings will be supplied to the City. The drawings will not include an Engineer's seal.

Assumptions:

- The effort required for construction administration services will be dependant on the quality of the contractor that is performing the work and the level of unanticipated issues that are encountered during construction. This work will be authorized on an as-needed basis by the CITY up to the limit of funds shown in Exhibit B
- The fee estimate is based on the Contractor being issued Notice to Proceed on approximately May 1, 2006 and construction being substantially complete by November 15, 2006.
- Continuous inspection of construction activities and special inspections required of the owner will be provided by the City, and are not included in this Scope of Work.