

July 21, 2014

To: Mayor Bemrich and City Council
From: David Fierke, City Manager
Subject: 4th Ave. N. Infrastructure Improvement Project
Approve Pay Estimate #8 Final & Final Acceptance



ACTION: For vote Monday, July 28, 2014

Brief History

In 2008, Kuehl & Payer Ltd. was retained by the City to design and develop assessment plats for the 2008 Street Improvements Project Phase I. Only Area I was constructed. This project is Area 3 from that original contract including 4th Avenue North from 7th street to 5th Street and Dewitt Street from 4th Avenue North to 3rd Avenue North. In order to move forward, the plans need to be updated to include elements required by our Street Policy, updated specifications, utilities, and some geometry modifications. The agreement included only services up to the bid letting. Council approved a contract on May 9, 2011 with Kuehl and Payer. On March 26, 2012, Council approved setting a bid letting date on April 12, 2012 at 10:00 a.m. to receive bids for this project. A public hearing was set for April 23, 2012 at 6:00 p.m. to approve plans and specifications, form of contract, estimate of costs and to award a contract. A bid letting was held on April 12, 2012 at 10:00 a.m. Council awarded the contract to Hovey Construction in the amount of \$819,290.42 on April 23, 2012. Change Order #1 was necessary to delete some items from the contract and add some items as described in the attached change order. The additions amount to \$59,208.90, the deletions equal \$20,416.00, the difference of \$38,792.90 will be deducted from the contingency allowance. There is \$36,207.10 remaining in the contingency allowance. The Change Order also adds 32 calendar days to the contract. The original completion date was August 6, 2012. With the 32 days added, the new completion date is September 7, 2012. Delays were encountered due to unforeseen conditions with MidAmerican facilities and several other unforeseen issues. Change Order #1 was approved on July 9, 2012. Change Order #2 was approved on February 11, 2013 and rectified quantities for the project and resulted in a reduction of the contract by \$33,185.51. Change Order #3 was approved on September 9, 2013 and was necessary to delete the seeding line items and add sodding to the project. The change increases the contract by \$13,449.10 to \$799,554.10. The original contract amount was \$819,290.42. On February 24, 2014, Council approved Pay Estimate #7 Sub-Final in the amount of \$38,377.70.

Analysis of Issue

I & S Group submitted a Notice of Acceptability, showing that the project has been completed in substantial compliance with the plans and specification. Pay Estimate #8 Final is now due to Hovey Construction in the amount of \$1,600.00.

Budget Impact

The CIP plan approved by Council on April 25, 2011 budgeted \$536,000 for this project. Funds for the project were allocated from the following sources: Storm Water Utility - \$350,000, Local Option Sales Tax - \$90,000, Water Utility - \$51,000, and Sanitary Sewer Utility - \$45,000. The bid amount and the engineering fees (\$30,145) associated with the project are above the budget. All costs above the budget will be paid for from Local Option Sales Tax revenue. This is made possible due to the lower project costs associated with the Feelhaver Area street project.

Strategic Plan Impact

Policy D.4.2: Advanced planning for all infrastructure facilities shall be supported and routinely updated. Facilities benefited by advanced planning shall include, at minimum, schools, health care, residential areas, roads, water, sewer, storm water management, parks, recreation, and greenways.

Policy D.4.1: Recognizing that infrastructure has a powerful influence on growth and development, the availability of infrastructure (along with other factors) should determine where development will occur in the city, rather than the other way around.

Policy D.4.7: Adequate utilities infrastructure (water supply, sewage collection and treatment capacity, storm water management, etc.) must be in place before the new development it serves may be occupied.

Strategy D.4.4: Prepare a Storm water Master Plan for the City of Fort Dodge.

Impact on Existing Plans

This project was included in the 2011-2016 Capital Improvement Plan adopted by the Council.

Committee Review / Recommendation NA

Staff Conclusions / Recommendations

It is our recommendation to approve the Notice of Acceptability & Pay Estimate#8 Final.

Alternatives

No practical alternatives are suggested.

Implementation and Accountability

The Engineering Department and I & S – Kuehl & Payer will be responsible for overseeing this project.

Signed



Chad W. Schaeffer, P.E.
City Engineer

Approved



David R. Fierke
City Manager

City

Contractor's Application for Payment No. 8 - FINAL

To: CITY OF FORT DODGE, IOWA (Owner)
 From: HOVEY CONSTRUCTION INC. (Contractor)
 Project: 2012 4th AVENUE NORTH INFRASTRUCTURE IMPROVEMENT PROJECT
 Owner's Contract Number: _____ Engineer's Project Number: 117172
 For Work on project accomplished through the date of: 6/30/2014

1	Original Contract Price:	<u>\$819,290.42</u>
2	Net Change by Change Orders:	<u>(\$19,736.41)</u>
3	Current Contract Price (1 plus 2):	<u>\$799,554.01</u>
4	Total completed work to date (from Page 2):	<u>\$799,554.01</u>
5	Total materials stored to date (if applicable):	<u> </u>
6	Retainage (per Contract)	<u> </u>
	5% of completed work:	<u> </u>
	5% of stored material:	<u> </u>
	Total Retainage:	<u> </u>
7	Total completed work and materials to date less retainage (4 plus 5 minus 6):	<u>\$799,554.01</u>
8	Less previous Payments:	<u>\$797,954.01</u>
9	AMOUNT DUE THIS APPLICATION (7 minus 8)	<u>\$1,600.00</u>

Accompanying Documentation: None

CONTRACTOR'S Certification:

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: 7/11/14 _____ **HOVEY CONSTRUCTION INC.**
 Contractor
 By: [Signature]
 Title: President

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Dated: 7-7-14 _____ **I&S GROUP**
 Engineer
 By: [Signature]
 Title: Senior Civil Engineer / Principal

Payment of the above AMOUNT DUE THIS APPLICATION approved and made:

Dated: _____ _____ **CITY OF FORT DODGE, IOWA**
 Owner
 By: _____
 Title: _____

Progress Estimate

NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT COST	TOTAL CONTRACT	QUANTITY THIS PAYMENT	AMOUNT THIS PAYMENT	QUANTITY TO DATE	TOTAL AMOUNT	%
1	Mobilization	LS	1	\$20,000.00	\$20,000.00			1	\$20,000.00	100
2	Traffic Control;	LS	1	\$3,850.00	\$3,850.00			1	\$3,850.00	100
3	Pavement Removal	SY	4,254.8	\$3.50	\$14,891.80			4,254.8	\$14,891.80	100
4	Unclassified Excavation	CY	2,045.0	\$18.70	\$38,241.50			2,045.0	\$38,241.50	100
5	Subgrade Preparation	SY	4,723.2	\$1.90	\$8,974.08			4723.2	\$8,974.08	100
6	Subbase, 6" Modified	CY	856.2	\$35.00	\$29,967.00			856.2	\$29,967.00	100
7	Full Depth HMA Patch	SY	212.9	\$44.00	\$9,367.60			212.9	\$9,367.60	100
8	PCC Curb and Gutter, 2' -6", 7" Thick	LF	349.0	\$15.00	\$5,235.00			349	\$5,235.00	100
9A	PC Concrete Pavement, 7"	SY	4,170.6	\$42.40	\$176,833.44			4170.6	\$176,833.44	100
10	Driveway, 6" PCC	SY	235.4	\$43.20	\$10,169.28			235.4	\$10,169.28	100
11	Driveway, 8" PCC	SY	27.0	\$49.50	\$1,336.50			27	\$1,336.50	100
12	Class A Crushed Stone	TN	88.8	\$20.00	\$1,776.00			88.8	\$1,776.00	100
13	Class C Gravel	TN		\$20.00						
14	Sidewalk 4", PCC	SY	283	\$37.80	\$10,697.40			283	\$10,697.40	100
15	Sidewalk 6", PCC	SY	4.4	\$44.15	\$194.26			4.4	\$194.26	100
16	Removal Sidewalk and Driveway	SY	474.6	\$4.00	\$1,898.40			474.6	\$1,898.40	100
17	Detectable Warnings For Curbs Ramps	SF	108.0	\$23.50	\$2,538.00			108	\$2,538.00	100
18	Sanitary Sewer 12" PVC, SDR-26	LF		\$69.50						
19	Sanitary Sewer 8" PVC, SDR-26	LF	1,364.0	\$54.40	\$74,201.60			1364	\$74,201.60	100
20	Sanitary Sewer 4" PVC, SDR-23.5	LF	337.0	\$39.20	\$13,210.40			337	\$13,210.40	100
21	Circular Sanitary Sewer MH, SW-301	EA	5	\$4,050.00	\$20,250.00			5	\$20,250.00	100
22	Removal of Sanitary Manhole	EA	5	\$365.00	\$1,825.00			5	\$1,825.00	100
23	Connect to Existing Sanitary Sewer	EA	6	\$740.00	\$4,440.00			6	\$4,440.00	100
24	Water Main, 8" D.I.P.	LF	903.0	\$50.15	\$45,285.45			903	\$45,285.45	100
25	Water Main, 6" D.I.P.	LF	490.0	\$46.50	\$22,785.00			490	\$22,785.00	100
26	Gate Valve and Valve Box, 8"	EA	4	\$1,340.00	\$5,360.00			4	\$5,360.00	100
27	Gate Valve and Valve Box, 6"	EA	2	\$1,040.00	\$2,080.00			2	\$2,080.00	100
28	6" X 4" X 4" Tapping Sleeve and Valve	EA		\$2,000.00						
29	Fire Hydrant and Gate Valve	EA	4	\$4,399.00	\$17,596.00			4	\$17,596.00	100
30	Water Service, 3/4" Copper	EA		\$928.00						
31	Connect to Existing Water Main	EA	5	\$800.00	\$4,000.00			5	\$4,000.00	100
32	Storm Sewer, 15" 2000D R.C.P.	LF	31.0	\$43.90	\$1,360.90			31	\$1,360.90	100
33	Storm Sewer, 18" 2000D R.C.P.	LF	181.0	\$51.05	\$9,240.05			181	\$9,240.05	100
34	Storm Sewer, 24" 2000D R.C.P.	LF	520.0	\$62.35	\$32,422.00			520	\$32,422.00	100
35	Storm Sewer, 30" 2000D R.C.P.	LF	356.0	\$74.15	\$26,397.40			356	\$26,397.40	100
36	Storm Sewer, 36" 2000D R.C.P.	LF	36.0	\$108.00	\$3,888.00			36	\$3,888.00	100
37	Storm Sewer, 8" SDR 26 P.V.C.	LF		\$34.20						
38	Subdrain, 4" Corrugated P.E.	LF	815.0	\$8.75	\$7,131.25			815	\$7,131.25	100
39	Rect. Storm Sewer MH, SW-402	EA	3	\$3,780.00	\$11,340.00			3	\$11,340.00	100
40	Circular Single Grate Intake, SW-502	EA	14	\$2,965.00	\$41,510.00			14	\$41,510.00	100
41	Single Grate Intake w/ MH, SW-503	EA	1	\$3,690.00	\$3,690.00			1	\$3,690.00	100
42	Open Throat Intake, Large, SW-508	EA	2	\$3,950.00	\$7,900.00			2	\$7,900.00	100
43	Open Throat Intake, Modified Large, SW-508	EA	1	\$6,000.00	\$6,000.00			1	\$6,000.00	100
44	Circular Area Intake, SW-512	EA		\$1,750.00						
45	Intake Adjustment, Major	EA	2	\$1,195.00	\$2,390.00			2	\$2,390.00	100
46	Removal of Existing Storm Manhole, Intake	EA	26	\$250.00	\$6,500.00			26	\$6,500.00	100
47	Connect to Existing Storm Sewer	EA	4	\$500.00	\$2,000.00			4	\$2,000.00	100
48	Removal and Reinstall Retaining Walls	LS	1	\$3,156.00	\$3,156.00			1	\$3,156.00	100
49	Seeding Fertilizing And Mulching (Hydraulic Seeding) Type 1	AC		\$1,900.00						
50	Seeding Fertilizing And Mulching (Hydraulic Seeding) Type 2	AC		\$1,900.00						
51	Storm Water Pollution Prevention Plan	LS	1	\$9,300.00	\$9,300.00			1	\$9,300.00	100
52	Testing	LS	1	\$1,200.00	\$1,200.00			1	\$1,200.00	100
53	Contingency Allowance *	LS		\$75,000.00						

CHANGE ORDER NO. 1										
54	Water Service, 1" Copper	EA	19	\$1,357.00	\$25,783.00			19	\$25,783.00	100
55	Sanitary Sewer Drop Connection	EA	2	\$3,319.20	\$6,638.40			2	\$6,638.40	100
56	Storm Sewer Manhole on 5th St.	EA	1	\$13,704.00	\$13,704.00			1	\$13,704.00	100
57	Flowable Mortar Fill	CY	38	\$163.00	\$6,194.00			38	\$6,194.00	100
58	Water Main Repairs	EA	3	\$565.00	\$1,695.00			3	\$1,695.00	100
59	Nitrile Gaskets For 6" Water Main	LF	27	\$2.50	\$67.50			27	\$67.50	100
60	Nitrile Gaskets For 8" Water Main	LF	100	\$4.86	\$486.00			100	\$486.00	100
61	Tree Removal	EA	2	\$285.00	\$570.00			2	\$570.00	100
CHANGE ORDER NO. 2										
62	Ballast, 3"	CY	54	\$53.00	\$2,862.00			54	\$2,862.00	100
63	Excelsior Matting	SQ	17	\$31.00	\$527.00			17	\$527.00	100
64	Webster County Conservation	LS	1	\$2,142.80	\$2,142.80			1	\$2,142.80	100
65	Lower Driveway Grade	LS	1	\$1,560.00	\$1,560.00			1	\$1,560.00	100
CHANGE ORDER NO. 3										
66	Sodding	SQ	331	\$45.00	\$14,895.00			331	\$14,895.00	100
TOTALS*				\$799,554.01				\$799,554.01		100

* Includes all change orders issued to date as scheduled on the following page.

Approved Change Order Summary

NO.	DESCRIPTION	DATE	ADDITIONS	DEDUCTIONS
1	1" Copper Water Service, Drop Connections, Storm Manhole, Flowable Mortar Fill, Water Main Repairs, Nitrile Gaskets	7/9/2012		
2	Rectify Quantities, Ballast, Erosion Control and Driveway	1/14/2013		\$33,185.51
3	Delete seeding, add Sodding	9/9/2013	\$14,895.00	\$1,445.90
SUBTOTALS:			\$14,895.00	\$34,631.41

NET CHANGE BY CHANGE ORDERS:

(\$19,736.41)

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: 2012 4th Avenue North Infrastructure Improvement Project,
Fort Dodge, Iowa

OWNER: City of Fort Dodge

CONSTRUCTION CONTRACT DATE: 4/23/12

ENGINEER: I+S Group

To: City of Fort Dodge
OWNER

And To: Hovey Construction Inc.
CONTRACTOR

From: I+S Group
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated 06/20/2011 and the terms and conditions set forth on the reverse side of this Notice.

By: Kent L. Rode, P.E.

Title: Project Engineer

Dated: July 7, 2014

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to on the front side of this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to on the front side of this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.