

February 18, 2015

To: Mayor Bemrich and City Council
From: David Fierke, City Manager
**Subject: Community Sewer Initiative
Phase 1 Improvements
Contract Amendment No. 1 – McClure Engineering Co.**



ACTION: For vote Monday, July 14, 2014

Brief History

On February 14, 2011, the Council initiated a contract with McClure Engineering for the Sanitary Sewer Evaluation Study (SSES). Following that preliminary evaluation stage, 3 projects were selected to move forward into the design and construction phases. Those 3 projects included:

- Northgate Lift Station Gravity Sewer
- 10th Ave. N. from N. 14th St. to N. 18th St.
- S. 19th St. from 1st Ave. S. to 6th Ave. S. and 6th Ave. S. from S. 19th to S. 17th St.

McClure Engineering is now nearing the completion of the SSES program. McClure has identified \$80 million worth of improvements needed to the sanitary sewer system.

Over the last several months Council workshops have been conducted to discuss potential projects and how to fund the improvements. At this time, it is proposed that \$30 million of improvements be constructed to improve the sanitary sewer system. Projects were selected to continue to address the overloaded sanitary sewers, eliminate or greatly reduce the chance of sewage backups into basements, and to eliminate or reduce the need for bypass pumping from the sanitary sewer system into the storm sewer system.

Those projects include:

- East Lawn Lift Station Replacement
- Main Lift Station Replacement
- Hydraulic Capacity Improvements
 - S. 17th St. Trunk Sewer
 - 13th & 15th Ave. S. Trunk Sewer
 - 10th Ave. N. Trunk Sewer
 - Ave. E & C St. Trunk Sewers
- Sewer Rehabilitation – Throughout the Community

McClure has submitted an agreement for engineering services for the Community Sewer Initiative – Phase 1 Improvements. Under this agreement, McClure will provide preliminary design, final design, advertising, bidding, and contract award services. The services are further described in the attached agreement. The proposed fee is \$2,135,300. Construction administration, observation, and staking services will be negotiated after the final design is complete.

Analysis of Issue

During preliminary design of the main lift station field work that was performed uncovered sanitary sewer conveyance lines that are in need of cleaning and televising to determine actual capacity of each line. There are a pair of 24" and 16" siphons that appear to be at least partially plugged, in addition to 42" and 48" gravity main interceptor sewers lines that have significant silt and debris build up. These sanitary sewer lines have not been cleaned since their installation over 50 years ago.

The City does not have the capability to clean and inspect these lines in house. McClure Engineering Co. investigated companies with the ability to perform the work necessary. McClure received a quote from Hydro-Klean out of Des Moines to complete this work. Since there are many unknowns in doing this work, McClure has submitted a Time and Material Not to Exceed contract amendment for \$185,000.

Budget Impact

This project will be funded through the sanitary sewer fund. A Community Sewer Initiative fee will be proposed to pay for these improvements (\$30 million). A State Revolving Loan will be sought in order to finance the projects over a 30-year time period. Staff continues to work with the City's financial managers on the most appropriate mechanism to fund the improvements. A \$5 increase per year for 3 years is proposed at this time.

Strategic Plan Impact

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

Impact on Existing Plans

Implementation of the results from the Sanitary Sewer Evaluation Study.

Subcommittee or Commission Review / Recommendation

N/A

Staff Conclusions / Recommendations

It is the Engineering Department's recommendation to approve the Contract Amendment No. 1 with McClure Engineering for this project.

Alternatives

None

Implementation and Accountability

The Engineering Department will be responsible for the contracts.

Signed:



Tony Trotter, P.E.
Project Engineer

Approved:



David Fierke
City Manager

**AMENDMENT NO. 1
 TO THE
 AGREEMENT FOR ENGINEERING SERVICES
 FOR
 WASTEWATER SYSTEM IMPROVEMENTS
 FORT DODGE COMMUNITY SEWER INITIATIVE (CSI) PHASE I IMPROVEMENTS
 FORT DODGE, IOWA**

THIS AMENDMENT is made this _____ day of _____, 2015 and shall amend the **AGREEMENT** dated the 14th day of July, 2014, by and between **McClure Engineering Company, of Fort Dodge, Iowa** (herein referred to as "**ENGINEER**") and the **City of Fort Dodge, Iowa** (hereinafter referred to as "**OWNER**"), for the proposed Wastewater System Improvements, Part B, Main Lift Station.

It is the intent of the **OWNER** to revise the previous Agreement to include fees for Field Investigations listed below.

This Amendment authorizes the **ENGINEER** and establishes fees for the phase stated above. The Engineering Services to be provided for the project are described in the previous Agreement. The Project Scope and Estimated Cost are based on the contract awarded by the City Council on July 14, 2014, and included in Exhibit 'B'.

Payment to the **ENGINEER** shall be made on a monthly basis, within 30 days of invoice for work completed to date, as per the following basis for services listed on Exhibit 'B'.

2. The **Engineer** shall conduct the following Additional Services marked "Included", for approval by the **Owner**:

Item	Included	Not Included
O. <u>Field Investigations</u>		
1. Clean and Televiser existing sanitary sewer siphons and main trunk sewer.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3. Fee Schedule:

O. Field Investigations(T&M, NTE)\$ 185,000.00

T&M – Time and Materials
 NTE – Not to Exceed

The Rate Schedule for Field Investigation Services is included in Exhibit 'A' and attached to this **AMENDMENT** to be used for work performed on a *Time and Material* basis.

Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the **OWNER** fails to make monthly payments due the **ENGINEER**, the **ENGINEER** may, after giving (7) days written notice to the **OWNER**, suspend services under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this **AMENDMENT** as of the day and year first above written.

OWNER: CITY OF FORT DODGE, IOWA

By: _____
Matt Bemrich

Title: _____
Mayor

**ENGINEER: MCCLURE ENGINEERING COMPANY
FORT DODGE, IOWA**

By: _____
Derick A. Anderson, P.E.

Title: _____
Client Services Representative
Regional Manager

McCLURE ENGINEERING COMPANY STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The Engineer shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by Engineer in doing work on the project, shall remain the property of the Engineer. The documents prepared by the Engineer for this Project are for use solely with respect to this Project. The Engineer's Drawings, Specifications or other documents shall not be used by the Owner on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the Engineer.

OPINIONS OF PROBABLE COSTS: It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the Engineer.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Engineer, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer in the event the Project is permanently abandoned.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The Engineer has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the Engineer shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Engineer or its subcontractors. Unfortunately, the information the Engineer must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the Owner agrees to indemnify and hold harmless the Engineer for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Engineer under this Agreement.

SHOP DRAWING REVIEW: If, as part of this Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the Owner has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS – INDEMNIFICATION: The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

LIMITATION OF LIABILITY: The Engineer's liability shall be limited to \$1,000,000.00 as indicated on the certificate of insurance, or as specifically agreed to by separate agreement.

WAIVERS: The Owner and the Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Engineer each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the Engineer.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer.

Effective 6/11/13
(Supersedes 11/01/08)



Des Moines, IA

Mankato, MN

Sioux Falls, SD

Watertown, SD

PROPOSAL

Bill To: McClure Engineering Company - Fort Dodge
705 First Avenue North

Fort Dodge, IA 50501

Ship To: McClure Engineering Company - Fort Dodge
705 First Avenue North

Fort Dodge, IA 50501

Date	Expires
2/16/2015	4/17/2015
Hydro-Klean Quote Number	Delivery / Availability
QTE032836	Schedule Permitting
Prepared By	
Tom Hay	
Freight On Board	
Des Moines, IA	
Terms	

Quantity	Units	Description	Price	Amount
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Projected probable project cost to perform the following tasks on a time and materials basis: To clean and televise sections A, B, and C through McClure Engineering for the City of Fort Dodge. City will provide water, dump site for all debris removed from the sewer and access to all manholes on the project. Work will be done on a time and materials basis and daily updates will be provided on progress and cost. The city will be responsible for stopping the project if it is going over the budget. The actual time and materials required to complete the project will be invoiced. Variations in the work scope will require execution of a change order.

300.00	Hours	Combination Jet/Vacuum Truck	\$160.00	\$48,000.00
60.00	Day	(2) Utility Truck	\$150.00	\$9,000.00
30.00	Day	Water Tanker Trailer, 1000 gallons w/transfer pump	\$125.00	\$3,750.00
240.00	Labor hr	Lead Service Technician - Straight Time	\$80.00	\$19,200.00
60.00	Labor hr	Lead Service Technician - Overtime	\$100.00	\$6,000.00
480.00	Labor hr	Service Technician - Straight Time	\$70.00	\$33,600.00
120.00	Labor hr	Service Technician - Overtime	\$95.00	\$11,400.00
90.00	Each	Per Diem Expenses (Per Person)	\$125.00	\$11,250.00
50.00	Hours	Mainline TV Inspection, Includes Pan & Tilt Camera	\$150.00	\$7,500.00
40.00	Labor hr	Lead Service Technician - Straight Time	\$80.00	\$3,200.00
10.00	Labor hr	Lead Service Technician - Overtime	\$100.00	\$1,000.00
40.00	Labor hr	Service Technician - Straight Time	\$70.00	\$2,800.00
10.00	Labor hr	Service Technician - Overtime	\$95.00	\$950.00
10.00	Hours	Confined Space Entry - OSHA 1910.146	\$60.00	\$600.00
8.00	Each	Per Diem Expenses (Per Person)	\$125.00	\$1,000.00
1.00	Each	By-Pass Pumping Estimate	\$17,582.40	\$17,582.40
1.00	Each	Fuel Surcharge 10% of equipment cost	\$6,825.00	\$6,825.00



Des Moines, IA

Mankato, MN

Sioux Falls, SD

Watertown, SD

*NOTE: Proposal does not include any applicable taxes

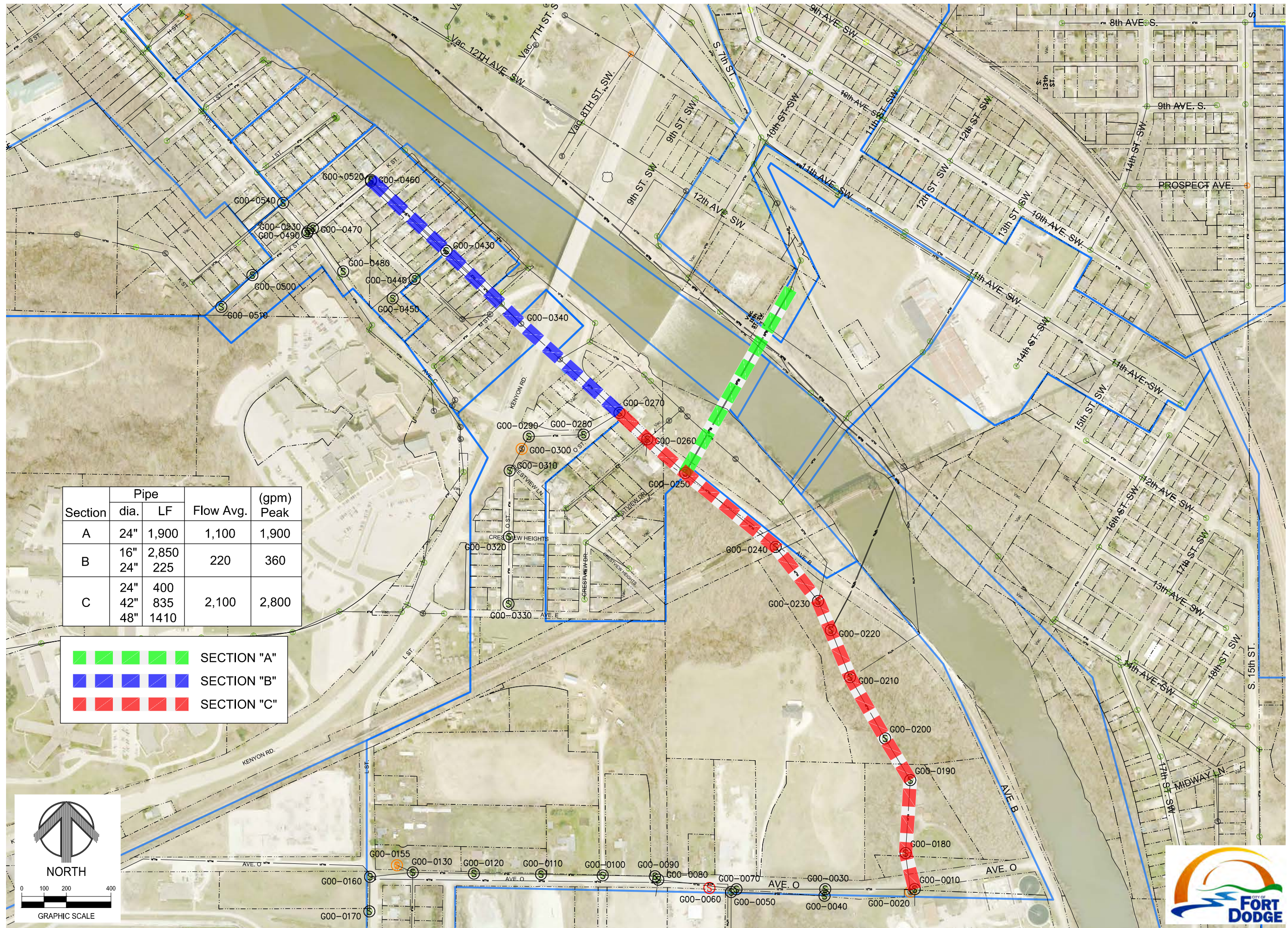
Prepared By: Tom Hay
Approved By: Wade Anderson
Accepted By: _____
Title: _____

Title: Account Manager
Title: CFO
Date: _____
PO#: _____

*Total
\$183,657.40



SANITARY SEWER TELEVISIONING MAP

FORT DODGE, IOWA



Section	Pipe		Flow Avg.	(gpm) Peak
	dia.	LF		
A	24"	1,900	1,100	1,900
B	16"	2,850	220	360
	24"	225		
C	24"	400	2,100	2,800
	42"	835		
	48"	1410		

 SECTION "A"
 SECTION "B"
 SECTION "C"


 NORTH

 GRAPHIC SCALE

