

**Memorandum
Public Works Department**



To: City Manager
Subject: Water Treatment Plant Filter Building Replacement – Construction Services
Date: May 6, 2020
Number: 2020-081

Attached is Amendment No. 1 to the Agreement between the City and CDM Smith, Inc., Chicago, Illinois for additional construction services on the replacement for the Water Treatment Plant Filter Building.

The scope of work to be covered by the addendum includes the following items: Design of additional components added to the project including: Modifications to ammonia feed system, softening system for ammonia feed, portable generator connection, security gate and cameras, fire alarm system modifications, new settled water instrument panel; Additional construction project management and on-site inspection.

CDM Smith proposes to provide these additional design services at their standard hourly rates for an additional not to exceed cost of \$189,700.

Recommendation

The Public Works Department recommends that the City Council approve the Engineering Services Amendment from CDM Smith, Inc., Chicago, Illinois in the amount of \$189,700 and authorize the City Manager to execute the contract amendment documents.

Vendor:	CDM Smith, Inc., Chicago, Illinois		
Proposal Amount:	\$189,700		
Fund:	501	Water Operation & Maintenance	
Department:	618	Utilities Service	
Cost Center:	352	Water Treatment Plant	
Object Code:	56501	Engineering Services	
Project	2760	Water Treatment Plant Filter Building Replacement	

Submitted by: Michael T. Bartels, Public Works Director
Michael J. Kane, P.E., City Engineer

Approved by: Randall D. Tweet, City Manager

**AMENDMENT NO: 1
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No: 1 is made and entered into this _____ day of May, 2020 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and City of Rock Island ("OWNER") dated April 07, 2017, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Construction Phase Services of the New Filtration Facility at the Rock Island Water Treatment Plant, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

Exhibit 1 (attached) provides a breakdown of hours and dollars for each of the out of scope amendment tasks requested by CDM Smith and Shive Hattery. CDM Smith's contract with the City is on a time and materials basis. Invoices are provided with a breakdown of hours and dollars by person for each firm on a monthly basis.

Item No. 1. Design of additional components added to the project:

- 1A - Modifications to the existing ammonia feed system and new softening system for the ammonia feed system;
- 1B - A new connection for a portable generator;
- 1C - New automatic security gate, cameras and intercom system; card reader/security system;
- 1D - Modifications to the fire alarm system as requested by the City; and
- 1E - New settled water instrument panel.

CDM Smith's request for the design of the above items (Item No. 1) is a not-to-exceed fee of \$29,000. A breakdown of hours and dollars is provided in attached Exhibit 1.

Item No. 2 - Extended Construction Management Services due to Project Extension. CDM Smith and Shive Hattery's contract was based on a completion date of June 1, 2019. The contractor's original completion date was August 11, 2019, and was provided an extension by the City to July 15, 2020. The current anticipated final completion date is September 04, 2020. This 15-month project extension from what was originally assumed by CDM Smith/Shive in the original contract will require additional project management, RPR/RE inspection services, and other construction management services due to the extended project schedule:

A. Shive Hattery is requesting an additional \$128,300. This covers the additional RPR/inspection hours, attendance of additional weekly progress meetings due to project extension, administration of documentation such as submittals, RFIs, pay requests, certified payrolls, AIS certification, and other contract administration requirements.

B. Additional CDM Smith effort related to construction services, including attendance of additional weekly progress meetings, coordination with Civil Constructors and City staff, and review of additional pay requests. This takes into account additional field testing and related coordination and the waived factory witness testing

for the UV reactors and pumps. The additional effort by CDM Smith covers the additional testing for the UV reactors, coordination with IEPA for certification, and support with startup/testing/final completion and additional training through final completion. The not-to-exceed fee for CDM Smith's efforts is \$26,800.

CDM Smith and Shive Hattery's request for Item No. 2 is a not-to-exceed fee of \$155,100. A breakdown of hours and dollars is provided in attached Exhibit 1.

Item No. 3 - . Third party material testing required for the Project and not included in the original contract, including soils testing by Team Services and Clearwell testing by Eurofins. The not-to-exceed fee for this item is \$5,600.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

N/A

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

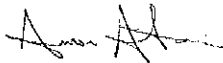
The above scope of work changes and associated amendment amount assumes that the final completion date for the Project, including CDM Smith's services, is September 30, 2020.

4. The payment for services rendered by ENGINEER shall be as set forth below:

The original not-to-exceed fee is \$1,849,894. The contract price shall be increased by \$189,700 for a revised not-to-exceed fee of \$2,039,594. A breakdown of the amendment request is provided in the attached Exhibit 1.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.



ENGINEER
Amrou Atassi, P.E., PMP, BCEE
Senior Project Manager
CDM Smith / 125 South Wacker Drive, Suite 700 / Chicago, Illinois 60606

DATE: May 9, 2020

OWNER:

Name _____
City of Rock Island, IL

DATE: _____

City of Rock Island WTP Filtration Facility
Construction Management Services
Exhibit 1 - CDM Smith/Shive Hattery Amendment Request Cost Breakdown

Amendment Item	CDM Smith		Shive Hattery		Other Direct Costs	Total
	Labor Hours	Labor Dollars	Labor Hours	Labor Dollars		
Item No. 1 - Design of New Project Items Not in Original Contract and Added by City (1)						
1A. Modifications to existing ammonia feed and new softening system	84	\$ 12,600			\$ -	\$ 12,600
1B. New electrical connection for a portable generator	16	\$ 2,400			\$ -	\$ 2,400
1C. New automatic gate, intercom system, card reader/security system	60	\$ 9,000			\$ -	\$ 9,000
1D. Modifications to the fire alarm system	24	\$ 3,600			\$ -	\$ 3,600
1E. New settled water instrument panel	12	\$ 1,400			\$ -	\$ 1,400
TOTAL for Item No. 1	196	\$ 29,000.00		\$ -	\$ -	\$ 29,000.00
Item No. 2 - Extended Construction Management Services due to Project Extensions (2)						
Additional RPR Inspection Hours			780	\$ 78,780	\$ -	\$ 78,780
Additional contract administration (Pay requests, payroll review, submittal/RFI tracking weekly construction meetings) (3)	220	\$ 26,800	404	\$ 49,520	\$ -	\$ 76,320
TOTAL for Item No. 2	220	26,800	1,184	\$ 128,300	\$ -	\$ 155,100.00
Item No. 3 - Independent Third-Party Testing (Not Covered by Contract) and Paid for by CDM Smith and Shive Hattery						
Additional Materials Testing (4)	0	\$ -	0	\$ -	\$ 5,600	\$ 5,600
TOTAL for Item No. 3	-	\$ -	-	\$ -	\$ 5,600	\$ 5,600
TOTAL FOR AMENDMENT REQUEST	416	55,800	1,184	\$ 128,300	\$ 5,600	\$ 189,700.00

Notes:

- (1) Shive Hattery additional costs for Item No. 1 were observed by CDM Smith and no extra is requested for their efforts.
- (2) Original completion date for the Civil Contract is August 11, 2019. City approved final completion extension is July 15, 2020. Final completion date is projected for September 4, 2020. Reasons for the delay are:
 - 2A - Unknown underground conditions including underground clarifier, underground piping & other conditions resulted in delays to identify, locate & isolate water mains in the proposed Filtration Facility area.
 - 2B - Harsh and difficult winter of 2018 significantly impacted the contractor's ability to enclose the building in time.
 - 2C - Addition scope items to the contract by the City, including servers, fire alarm modifications, security changes, new softening system for the ammonia, and other project changes.
 - 2D - Delays due to the conversion and migration of the old Plant and SCADA system to the new Filtration Facility and SCADA system.
- (3) The additional effort by CDM Smith covers the additional testing for the UV reactors, coordination w/IEPA for certification, and support with startup/testing/final completion, & additional training thru final completion.
- (4) Retained third-party materials testing during construction, including soils testing by Team Services and clearwell testing by Eurofins.