

**BOARD OF SUPERVISORS AGENDA ITEM SUMMARY**

Requested Board Meeting Date: December 15, 2009

**ITEM SUMMARY, JUSTIFICATION and/or SPECIAL CONSIDERATIONS:**

Amendment #4, contract #03-03-M-140959-0408, MWH Constructors, Inc., to provide Pre-Construction Services as Construction Manager at Risk Services for the Ina Road WPCP Capacity and Effluent Quality Upgrade Project. This amendment extends the period for Pre-Construction Services and adds funding in the amount of \$998,496.62 to the contract for the provision of these services. Funding source: 2004 Sewer System Revenue Bond. Administering Department: Regional Wastewater Reclamation Department.

For project scheduling and efficiency purposes, design and construction has been phased into multiple GMPs. Due to this phasing, design support services that would have been included in GMP (construction) proposals can be provided as pre-construction services that are exempt from Arizona Transaction Privilege Tax.

Effective Date: December 15, 2009  
 Termination Date: December 31, 2014  
 Project Manager: Mandley Rust

Cont # : 03-03-M-140959-0408  
 Effective: 12-15-09  
 Term : 12-31-14  
 Cost : \$998,496.62  
 Rev : 0  
 Tot : \$998,496.62  
 NTE : \$998,496.62  
 Timex : N  
 Renewal : 09-31-14  
 Term : 12-31-14

|                             |                |
|-----------------------------|----------------|
| Original Contract Amount:   | \$2,000,000.00 |
| Previous Amendment(s):      | \$0.00         |
| Previous Contract Amount:   | \$2,000,000.00 |
| This Amount this Amendment: | \$998,496.62   |
| Revised Contract Amount:    | \$2,998,496.62 |

Contract Officer: Jerome Rizzo, 740-3245  
 Procurement Department

Synergen BC#/PO# B505394

Vendor is using a Social Security Number: Yes\_ No X

Please return to Harry Lewis.

CLERK OF BOARD USE ONLY: BOS MTG. \_\_\_\_\_

ITEM NO. \_\_\_\_\_

To: CHH. 12.7.09 By Dept  
 COB 12.10.09  
 Agenda 12.15.09  
 (1) Addendum

PROCURE Dept 12/10/09 PM10:04

This is an Official Copy of the Pima County contract executed and in the wit of Jimm...

DEC 10 09 PM 03:41 PC CLK OF BD

**PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT**

**PROJECT:** Construction Manager At Risk Services for The Ina Road WPCF Capacity and Effluent Quality Upgrade

**CONTRACTOR:** MWH Constructors, Inc.  
370 Interlocken Blvd., Suite 300  
Broomfield, CO 80021

**CONTRACT NO.:** 03-03-M-140959-0408

**AMENDMENT NO.:** Four (4)

**FUNDING:** 2004 Sewer Revenue Bond Fund

**CONTRACT**

NO. 03.03.M-140959-0408

AMENDMENT NO. 04

This number must appear on all invoices, correspondence and documents pertaining to this contract.

|   |                                  |    |              |
|---|----------------------------------|----|--------------|
| <b>CONTRACT TERM:</b> 04/01/2008 - 12/31/2014 | <b>ORIGINAL CONTRACT AMOUNT:</b> | \$ | 2,000,000.00 |
| <b>TERMINATION PRIOR AMENDMENT:</b> N/A       | <b>PRIOR AMENDMENT(S):</b>       | \$ | -            |
| <b>TERMINATION THIS AMENDMENT:</b> N/A        | <b>AMOUNT THIS AMENDMENT:</b>    | \$ | 998,496.62   |
|   | <b>REVISED CONTRACT AMOUNT:</b>  | \$ | 2,998,496.62 |

**CONSTRUCTION CONTRACT AMENDMENT**

**WHEREAS,** COUNTY and CONTRACTOR have entered into the Contract referenced above; and

**WHEREAS,** this contract is for pre-construction services during the design phase of The Ina Road WPCF Capacity and Effluent Quality Upgrade project, and

**WHEREAS,** these pre-construction services consist of construction cost modeling, constructability reviews, design coordination, construction scheduling, permitting assistance, project controls and reporting, and preparation of Guaranteed Maximum Price (GMP) proposals ; and

**WHEREAS,** for project efficiency and scheduling the design and construction of this project has been phased into multiple GMPs and subsequently there remains a need for these pre-construction services; and

**WHEREAS,** pre-construction services are exempt from Arizona Transaction Privilege Tax; and

**WHEREAS,** due to this phasing of design and construction, certain design support services that would have been a part of future construction GMP proposals can now be treated as pre-construction services; and

**WHEREAS,** this phasing of design and construction requires an extension to the period that pre-construction services are required; and

**WHEREAS,** the parties agree to extend the period pre-construction services and to add funds to the contract for continued provision of these services.

**NOW, THEREFORE,** it is agreed as follows:

**CHANGE:** ARTICLE III – PAYMENT, PHASE 1: PRECONSTRUCTION SERVICES, first paragraph

From: "CMAR agrees to perform all Pre-Construction Services on a Cost Plus Fixed Fee basis in an amount not to exceed Two Million Dollars (\$2,000,000.00)....."

To: "CMAR agrees to perform all Pre-Construction Services on a Cost Plus Fixed Fee basis in an amount not to exceed Two Million Nine Hundred Ninety Eight Thousand Four Hundred Ninety Six Dollars and Sixty Two Cents (\$2,998,496.62)....."

**ADD:** To APPENDIX B, APPENDIX "B" REV 1 (3 pages attached)

**ADD:** To APPENDIX G - Estimated Preconstruction Fee, Attachment 2 to Appendix G – MWH Preconstruction Extension Thru June 2010 (2 pages attached).

This is an Official Copy of the Pima County Contract executed by the Pima County

This Amendment shall be effective on December 15, 2009.

All other provisions of the Contract, not specifically changed by this amendment, shall remain in effect and be binding upon the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this amendment on the dates written below.

APPROVED:

*Richard Elise*

Chair, Board of Supervisors

DEC 15 2009

Date

CONTRACTOR:

*Howard Small*

Signature

*Project Manager*

Name and Title (Please Print)

12/10/09

Date

ATTEST:

*Sari Goddard*

Clerk of the Board

APPROVED AS TO FORM:

*[Signature]*

Deputy County Attorney

12-9-09

Date

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# APPENDIX "B" REV 1

## I. COMPENSATION SCHEDULE – COST PLUS FIXED FEE, NOT TO EXCEED

| TASK                                      |   | Budget         |
|---|---|----------------|
| Task 1                                    | Project Management  | \$1,803,994.10 |
| Task 2                                    | Permitting Assistance                                       | \$52,539.48    |
| Task 3                                    | Interim Biosolids Facilities                                | \$163,973.12   |
| Task 4                                    | Remaining Preliminary Design                                | \$39,871.00    |
| Task 5                                    | Field Investigations  | \$7,586.32     |
| Task 6                                    | Schematic Design  | \$80,816.88    |
| Task 7                                    | Design Development  | \$68,031.76    |
| Task 8                                    | Contract Document Preparation                               | \$123,895.84   |
| Task 9                                    | 100% Contract Documents                                     | \$13,188.00    |
|   | Other Direct Costs (ODCS)                                   | \$385,767.65   |
|   | Owner Contingency   | \$70,520.57    |
| <b>CMAR Fixed Fee</b>                     |   |                |
|   |   | \$188,311.90   |
| <b>Monthly Fixed Fee</b>                  |   |                |
|   | Monthly Fixed Fee Allocation (24 Months)                    | \$5,048.50     |
|   | Additional Monthly Fixed Fee Allocation (Sept 09 – June 10) | \$6,714.79     |
| <b>Total Compensation (Not to Exceed)</b> |   |                |
|   |   | \$2,998,496.62 |

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## APPENDIX "B" REV1, CONTINUED

### II. COMPENSATION

#### A. Task Budgets

The Compensation Schedule shall contain the negotiated cost allocations for each individual task. The compensation schedule shall be used to monitor cost expenditures. Once each individual task budget is agreed to it may not be changed except as noted in paragraph II.B below.

#### B. Cost Adjustments

The compensation schedule presented above is an estimate of the level of effort required to complete each task. It is acknowledged that as such, the actual level of effort for each task may change. If, for valid reason(s), the CMAR notifies the PM and Owner that the compensation schedule needs to be adjusted Owner will consider modifying cost allocations. No adjustment of costs between tasks may be made without Owner's written authorization. The total not to exceed compensation for this Contract may be increased only by formal amendment to this Contract.

#### C. Fixed Fee

The monthly allocation of the fixed fee, as shown in the compensation schedule, shall be paid each month contingent upon the CMAR having provided all scheduled deliverables to date.

### III. INVOICING

#### A. Invoice Transmittal

Invoices shall be submitted monthly, prior to the Monthly Progress Meeting, to the PM, with appropriate supporting data and documentation and in a format as prescribed by the Owner. (Acceptance of the invoice at this meeting is not mandatory. The PM may delay approval for up to 5 work days to review the Progress Report and invoice.) The invoice shall tabulate the costs associated with each individual task. Any invoice which lists a requested payment for any individual task beyond the current approved task budget will be rejected. All Task (deliverables) and Subcontracted Service costs shall be appropriately documented. The PM shall review and check the invoice to determine if it is complete and acceptable; if it is determined to be complete and acceptable, the PM will approve the invoice and forward it to Owner for processing and payment.

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B. Fee Schedule

Invoicing fees will be in accordance with the Compensation Schedule and Fee schedule in Attachment 1 to Appendix B. Any changes in the compensation schedule or fee schedule will have prior written approval of Owner.

C. Invoice Summary

Due to this Contract including work under several separate Owner projects, CMAR shall include a summary page which shows amount expended each month for each project. The summary page shall be in the format similar to the one shown below and include the listed projects.

Project Summary

| Project                                   | Project # | Original Contract Budget | Amendment 4         | Total Contract        | Amount this Invoice | Amount to date |
|---|-----------|--------------------------|---------------------|-----------------------|---------------------|----------------|
| <b>Total Contract</b>                     |           | <b>\$2,000,000.00</b>    | <b>\$998,496.62</b> | <b>\$2,998,496.62</b> |                     |                |
| HPO Replacement                           | 3RIR03    | \$600,000.00             | \$370,000.00        | \$970,000.00          |                     |                |
| 12.5 Expansion                            | 3RIR04    | \$440,000.00             | \$220,000.00        | \$660,000.00          |                     |                |
| BNRAS Modifications                       | 3RIR05    | \$260,000.00             | \$130,000.00        | \$390,000.00          |                     |                |
| Biosolids                                 | 3RIR06    | \$420,000.00             | \$278,496.62        | \$698,496.62          |                     |                |
| Interim Biosolids                         | 3RIR06    | \$273,000.00             |                     | \$273,000.00          |                     |                |
| Digester Mechanical Thickening/Dewatering | 3IRG11    | \$7,000.00               |                     | \$7,000.00            |                     |                |

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MWH Preconstruction Extension Thru June 2010

| Item                              | Classification/Discipline:   | Average Hourly Billing Rate | Estimated Hours | Total Labor  |
|-----------------------------------|------------------------------|-----------------------------|-----------------|--------------|
| <b>Task 1: Project Management</b> |                              |                             |                 |              |
| 1                                 | Project Manager              | \$139.03                    | 1,481           | \$205,903.43 |
| 2                                 | Construction Manager         | \$118.91                    | 166             | \$19,739.06  |
| 3                                 | Project Engineer/Procurement | \$110.68                    | 1,481           | \$163,917.08 |
| 4                                 | Office Manager               | \$36.59                     | 1,646           | \$60,227.14  |
| 5                                 | Project Controls             | \$96.95                     | 1,423           | \$137,959.85 |
| 6                                 | Project Engineer             | \$57.16                     | 1,432           | \$81,853.12  |
| 7                                 | Preconstruction Manager      | \$137.56                    | 1,234           | \$169,749.04 |
| 8                                 |                              |                             |                 |              |
| 9                                 |                              |                             |                 |              |
|                                   |                              |                             | 8,863           | \$839,348.72 |

| Item   | Classification/Discipline: | Average Hourly Billing Rate | Estimated Hours | Total Labor |
|--|----------------------------|-----------------------------|-----------------|-------------|
| Travel (Including Car Rental/Hotel/Meals/Air Travel) |                            |                             |                 |             |
| Biweekly mtg/Constructibility Review                 |                            | \$1,500.00                  | 20              | \$30,000.00 |
| Relocation   |                            | \$35,000.00                 | 1               | \$35,000.00 |
| Tax Consulting (KPMG LLP)                            |                            |                             |                 | \$27,000.00 |
|  |                            |                             |                 | \$92,000.00 |

Summary

|                                   |    |              |
|-----------------------------------|----|--------------|
| Labor                             |    | \$839,348.72 |
| Fixed Fee                         | 8% | \$67,147.90  |
| Subtotal                          |    | \$906,496.62 |
| Total ODCs                        |    | \$92,000.00  |
| Total Pre-Construction Ext Amount |    | \$998,496.62 |
| Owners Contingency                |    |              |
| Grand Total                       |    | \$998,496.62 |

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| Activity                     |      | General Expenses for Precon Extension |     |     |     |     |     |      |     |     |     |  |  | Calculation |             |
|------------------------------|------|---------------------------------------|-----|-----|-----|-----|-----|------|-----|-----|-----|--|--|-------------|-------------|
|                              |      | 2009                                  |     |     |     |     |     | 2010 |     |     |     |  |  | Qty         | Cost        |
|                              |      | SEP                                   | OCT | NOV | DEC | JAN | FEB | MAR  | APR | MAY | JUN |  |  |             |             |
|                              |      | 1                                     | 2   | 3   | 4   | 5   | 6   | 7    | 8   | 9   | 10  |  |  |             |             |
|                              |      | Precon Ext                            |     |     |     |     |     |      |     |     |     |  |  |             |             |
|                              |      | Precon Ext                            |     |     |     |     |     |      |     |     |     |  |  |             |             |
|                              |      | Precon Ext                            |     |     |     |     |     |      |     |     |     |  |  |             |             |
|                              | Unit |                                       |     |     |     |     |     |      |     |     |     |  |  |             |             |
| Living Allowance/Relocations | /ea  |                                       |     |     |     |     |     |      |     |     |     |  |  | 1           | \$35,000.00 |
| Travel (1/month)             | /ea  |                                       |     |     |     |     |     |      |     |     |     |  |  | 20          | \$30,000.00 |
| KPMG LLP (Tax Consulting)    | LS   |                                       |     |     |     |     |     |      |     |     |     |  |  | 1           | \$27,000.00 |
|                              |      |                                       |     |     |     |     |     |      |     |     |     |  |  |             | \$92,000.00 |