



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 06/19/18

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

WestLand Resources, Inc.

***Project Title/Description:**

Continental Ranch Regional Pump Station Upgrade Design

***Purpose:**

Amendment: Contract No. CT-WW-13-830, Amendment No. Four (4). This Amendment extends the term of the contract to 06/30/19, modifies the Scope of Work, and increases the contract amount by \$189,780.43 for a revised contract amount of \$1,116,408.43. Administering Department: Regional Wastewater Reclamation.

This amendment allows for continued construction oversight by the Consultant through the second phase of construction of this project.

***Procurement Method:**

Pursuant to Solicitation For Qualifications No. 85467, on 05/07/13, the Board of Supervisors awarded a contract for this project in the amount of \$300,000.00 for a contract term of 05/07/13 to 06/30/15.

Contract Amendment No. One (1) was approved by the Board of Supervisors and increased the contract amount by \$421,628.00. The amendment added additional engineering work to validate current and anticipated wastewater flows for the purpose of capacity sizing pumps and a future force main sewer. Additional work was also required relative to facility odor control. The Regional Wastewater Reclamation Department also determined that facility security improvements needed to be incorporated into the facility upgrade design. The contract termination date was extended to June 30, 2016, to allow for completion of all additional work.

Contract Amendment No. Two (2) was approved by the Board of Supervisors and increased the contract amount by \$105,000.00. The amendment added additional engineering work to complete the upgrade design and added additional oversight duties during the construction phase of the project.

Contract Amendment No. Three (3) was approved by the Board of Supervisors and increased the contract amount by \$100,000.00. The amendment added additional engineering work to complete the upgrade design and extended the term of the contract to 06/30/18 to perform construction oversight duties.

Attachment: Contract Amendment No. Four (4).

***Program Goals/Predicted Outcomes:**

Design: Complete the required design and prepare construction documents for selection of a qualified contractor for construction of the project.

Construction: Consultant assistance for construction management, monitoring and supervision of project disciplines not available with in-house personnel to ensure compliance with project plans and specifications, regulatory and industry codes and department standards.

***Public Benefit:**

Upgraded pump station standards that will allow handling of future flows at build-out conditions without additional funding requirements for pump station operations.

***Metrics Available to Measure Performance:**

Monthly or bi-weekly activity reports during construction. Monthly updates to the cost-to-complete forecast.

***Retroactive:**

No

Revised 5/2018

To COB: 6/14/18
Ver 15
pgs 5 Addendum

JUN 18 10:47 PM '18

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* _____ Revenue Amount: \$ _____

***Funding Source(s) required:**

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: CT Department Code: WW Contract Number (i.e., 15-123): 13-830

Amendment No.: Four (4) AMS Version No.: Fifteen (15)

Effective Date: 06/19/18 New Termination Date: 06/30/19

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ 189,780.43

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: Regional Wastewater Reclamation Department Obligations

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

***All Funding Source(s) required:**

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Keith E. Rogers *Keith E. Rogers* 6-13-18

Department: Procurement *May 2018* 6/13/18 Telephone: 724-3542

Department Director Signature/Date: *[Signature]* 6/13/18

Deputy County Administrator Signature/Date: *[Signature]* 6/13/18

County Administrator Signature/Date: *[Signature]* 6/13/18

(Required for Board Agenda/Addendum Items)

PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT	
PROJECT:	CONTINENTAL RANCH REGIONAL PUMP STATION UPGRADE DESIGN
CONSULTANT:	WestLand Resources, Inc.
CONTRACT NO.:	CT-WW-130000000000000830
AMENDMENT NO.:	Four (4)
FUNDING:	Regional Wastewater Reclamation Department Obligations

CONTRACT

NO. CT-WW-13-830

AMENDMENT NO. 04

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

CONTRACT TERM: 05/07/2013 - 06/30/2015	ORIGINAL CONTRACT AMOUNT:	\$	300,000.00
TERMINATION PRIOR AMENDMENT: 6/30/2018	PRIOR AMENDMENT(S):	\$	626,628.00
TERMINATION THIS AMENDMENT: 06/30/2019	AMOUNT THIS AMENDMENT:	\$	189,780.43
	REVISED CONTRACT AMOUNT:	\$	1,116,408.43

CONTRACT AMENDMENT

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

WHEREAS, construction of the project was originally intended to be conducted utilizing the Design-Bid-Build method; and

WHEREAS, the construction method was changed to Construction Manager at Risk (CMAR); and

WHEREAS, additional time will be required to perform oversight duties during the construction phase of the project; and

WHEREAS, additional funding will be required to compensate the Consultant for the additional construction oversight; and

WHEREAS, CONSULTANT has proposed pricing acceptable to COUNTY for the additional design and construction oversight services.

NOW, THEREFORE, it is agreed as follows:

CHANGE the *Captioned Amount*, as amended in Contract Amendment No. Three (3):

From: NTE \$ 926,628.00
To: NTE \$1,116,408.43

CHANGE: ARTICLE I – TERM AND EXTENSION/RENEWAL/CHANGES, first paragraph, as amended in Contract Amendment No. Three (3):

From: "This Contract shall commence upon execution by the Pima County Board of Supervisors, and shall terminate on June 30, 2018, unless sooner terminated or further extended pursuant to the provisions of this Contract."

To: "This Contract shall commence upon execution by the Pima County Board of Supervisors, and shall terminate on June 30, 2019, unless sooner terminated or further extended pursuant to the provisions of this Contract."



CHANGE: ARTICLE II - SCOPE OF SERVICES, first paragraph, as amended in Contract Amendment No. Three (3):

ADD: "ATTACHMENT 4 to EXHIBIT "A" (2 pages attached)" To EXHIBIT "A": SCOPE OF WORK.

CHANGE: ARTICLE III - COMPENSATION AND PAYMENT, first paragraph, first sentence, as amended in Contract Amendment No. Three (3):

From: "In consideration of the services specified in this Contract, the COUNTY agrees to pay CONSULTANT Not To Exceed Nine Hundred Twenty Six Thousand Six Hundred Twenty Eight Dollars (\$926,628.00) during the term of the contract."

To: "In consideration of the services specified in this Contract, the COUNTY agrees to pay CONSULTANT Not To Exceed One Million One Hundred Sixteen Thousand Four Hundred Eight Dollars and Forty-Three Cents (\$1,116,408.43) during the term of the contract."

CHANGE: ARTICLE III - COMPENSATION AND PAYMENT, first paragraph, second sentence, as amended in Contract Amendment No. Three (3):

ADD: "ATTACHMENT 3 to EXHIBIT "B" (1 page attached)" To EXHIBIT "B": COMPENSATION SCHEDULE.

This Amendment shall be effective on June 19, 2018.

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:

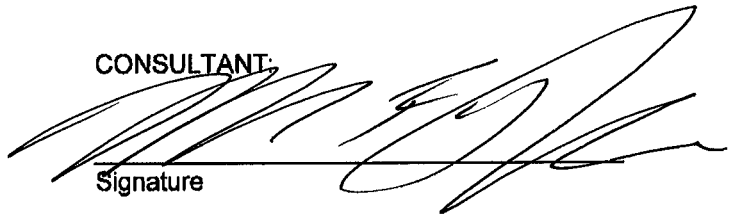
Chairman, Board of Supervisors

Date

ATTEST:

Clerk of the Board

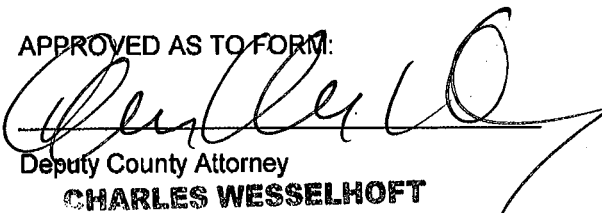
CONSULTANT:


Signature

MARK F. TAYLOR VICE.
Name and Title (Please Print) President

6/14/18
Date

APPROVED AS TO FORM:


Deputy County Attorney
CHARLES WESSELHOFT

Name (Please Print)
JUN 14 2018

Date



May 29, 2018

Mr. Noel Ortiz
 PIMA COUNTY REGIONAL
 WASTEWATER RECLATION DEPARTMENT
 201 N. Stone Ave., 8th Floor
 Tucson, Arizona 85701-1207

**Re: CONSTRUCTION ADMINISTRATION COSTS FOR PHASE 2 OF THE
 CONTINENTAL RANCH PUMP STATION UPGRADES (3CRS05) CONTRACT
 NUMBER CT-WW-130*830
 WESTLAND JOB NO. 1398.02 REVISION 1**

Dear Mr. Ortiz:

As previously discussed, the effort that has been required for the construction administration (CA) for construction of Phase 1 (the permanent flow management structure) of the Continental Ranch Regional Pump Station (CRRPS) Upgrades, has been much greater than originally projected. This primarily due to the Project being contracted as a construction manager at risk (CMAR), when it was originally contracted and completed as a design bid build.

Originally, WestLand Resources, Inc. (WestLand), had put together a scope for submittal and request for information (RFI) reviews, special inspections not covered by Pima County's own inspectors, and record drawings put into digital format. With the CMAR brought on board, WestLand has been asked to attend weekly construction meetings, be involved in redesign evaluations, numerous submittals and RFIs, and our subcontractors (Structural and Electrical) have had to spend more time than they had allotted, as well.

We are writing this as a follow up discussion based on the fact that Phase 1 construction is coming to an end, and we will not have enough money to continue with the level of CA services required to finish Phase 2 construction (main lift station improvements). The original budget for the entire CA effort, for the project agreed upon, were as follows for each discipline:

Original CA Budget for Entire Project

Type of Work	Cost
Architectural	\$9,600
Electrical and Controls	\$15,000
Mechanical (HVAC)	\$5,000
Structural	\$12,720
Civil/Mechanical/Record Drawings	\$28,000

Q:\Jobs\1300's\1398.02\ENG\1398.02 Add CA Costs and Services Rev 1_052918.docx

ENGINEERING AND ENVIRONMENTAL CONSULTANTS

4001 E. Paradise Falls Drive • Tucson, Arizona 85712 • 520•206•9585

Mr. Noel Ortiz
May 29, 2018
Page 2

Type of Work	Cost
Security	\$25,399
Total	\$95,719

I have reviewed the number of hours spent internally for Phase 1 and developed a revised budget for the CA work on Phase 2 using the average time spent on the Phase 1 CA work and a 9-month construction schedule for Phase 2. Additionally, after our discussion, I have inserted an Owner's contingency. Based on the actual spent for Phase 1, the subconsultants cost were revised to address the extra time taken in Phase 1. The proposed cost is summarized in the attached budget boiler, and has a total cost of \$222,982. This does not take into consideration any budget currently left on the contract, which as of today, is \$33,201.57. (Please note, this does not reflect what has been invoiced but what we have spent to this date.) Based on these values, the additional monies needed would be \$189,780.43.

Please let me know if you need additional information for this review.

If you have any questions or require additional information, please do not hesitate to call.

Respectfully,
WestLand Resources, Inc.



Craig Cannizzaro, P.E.
Principal

CXC:rlw
Attachment: Budget Boiler

cc: Troy Belcher, P.E., WestLand Resources, Inc.

Project Manager: CC
 Task Manager: CC
 Code: 2011

Sub Task ID

- 1 Engineering services during construction
- 2 Engineer of record drawings
- 3 Value Engineering tasks
- 4 P&ID
- 5 Owner contingency
- 6
- 7

Staff Type	Hourly Rate	Total Hours	Total Billings	1	2	3	4	5	6	7
Principal Consultant-G17	\$165.00	128	\$21,120	72	8	40	8			
Engine-Project Engineer-G12	\$110.00	404	\$44,440	288	24	80	12			
Admin-Tech Editr Admin Asst-G10	\$90.00	76	\$6,840	60		16				
Design-Civil Designer-G10	\$90.00	60	\$5,400	60						
Admin-Tech Editr Admin Asst-G07	\$70.00	60	\$4,200	60						
Design-Civil Designer-G11	\$100.00	108	\$10,800	60	60	24	24			
Const-Const. Inspector-G15	\$145.00	0	\$0							
Admin-Tech Editr Admin Asst-G10	\$90.00	0	\$0							
Engine-Project Engineer-G13	\$120.00	0	\$0							
Principal Consultant-G17	\$165.00	0	\$0							
Admin-Tech Editr Admin Asst-G10	\$90.00	0	\$0							
Engine-Engineering Tech-G10	\$90.00	0	\$0							
	\$0.00	0	\$0							
	\$0.00	0	\$0							
	\$0.00	0	\$0							
TOTAL COST - LABOR		836	\$92,800	\$58,560	\$9,960	\$19,240	\$5,040	\$0	\$0	\$0

Item	\$/Unit	Unit	1	2	3	4	5	6	7
Direct Expenses									
Fuel Ex (average)	\$24.00	package	\$0						
Mileage	\$0.75	mile	\$0						
Printer/Copier - Black & White 8.5 x 11	\$0.06	copy	\$30	500					
Printer/Copier - Black & White 11 x 17	\$0.13	copy	\$0						
Printer/Copier - Colored 8.5 x 11	\$0.81	copy	\$0						
Printer/Copier - Colored 11 x 17	\$1.62	copy	\$0						
Printer/Copier - Photo Quality (photo paper) 8.5 x 11	\$3.90	copy	\$0						
Printer/Copier - Photo Quality (photo paper) 11 x 17	\$7.79	copy	\$0						
Plotter - Black & White 24 x 36	\$0.60	sheet	\$600	400	600				
Plotter - Line Color 24 x 36	\$12.00	sheet	\$0						
Plotter - Full Color 24 x 36	\$24.00	sheet	\$0						
Plotter - Photo Quality 24 x 36	\$36.00	sheet	\$0						
Plotter - Full Color 36 x 48	\$48.00	sheet	\$0						
Direct Expense Subtotal			\$630	\$270	\$560	\$0	\$0	\$0	\$0
G & A Fee	0.1		\$63	\$27	\$56	\$0	\$0	\$0	\$0
TOTAL COST - DIRECT EXPENSES			\$693	\$297	\$616	\$0	\$0	\$0	\$0

Subcontract									
David Schambach & Associates	\$11,500	\$11,500							
Kimley-Horn	\$25,399	\$25,399					\$5,000		
RCE	\$21,000	\$21,000							
KC Mechanical	\$10,000	\$10,000							
RWRD Owner Contingency	\$35,000	\$35,000						\$35,000	
Structural Concepts	\$18,000	\$18,000							
Subcontract Subtotal	\$120,899	\$120,899	\$0	\$0	\$5,000	\$35,000	\$0	\$0	\$0
G & A Fee	\$8,590	\$8,590	\$0	\$0	\$300	\$0	\$0	\$0	\$0
TOTAL COST - SUBCONTRACT	\$129,489	\$129,489	\$91,189	\$0	\$5,300	\$35,000	\$0	\$0	\$0
TOTAL COSTS	\$222,982	\$222,982	\$150,046	\$10,356	\$19,240	\$88,340	\$35,000	\$0	\$0