SULTAN CITY COUNCIL
AGENDA COVER SHEET

ITEM NO: C - 6

DATE: August 13, 2009

SUBJECT: Wastewater Treatment Plant
Centrifuge Project, Change Order # 1

CONTACT PERSON: Connie Dunn, Public Works Director

ISSUE:
The issue before the Council is to approve change order (CO) # 1 for an amount of $12,693.71 for centrate (water removed form the solids by the centrifuge) pipe, centrifuge foundation, and monorail supports ($6,643.05) and centrate vent pipe ($5,056.22).

STAFF RECOMMENDATION:
Approve Change Order # 1 (Attachment A) in the amount of $12,693.71 for Triad Mechanical, Inc. for the centrifuge Project.

SUMMARY:
Triad Mechanical Inc. (TMI) submitted CO 1a & 2a at the same time. The Change Orders were combined into one, CO # 1. The last submittal from Alfa Laval, centrifuge manufacture, was sent to TMI advising there needed to be a change in the installation of the solids handling building. Because of the tight fit of the centrifuge equipment in Sultan's building the centrate piping and venting needed to be modified; including minor changes to the foundation for the centrifuge equipment and monorail support.

BACKGROUND:
The centrifuge project has a 10% contingency in the amount of $64,000 (Attachment B). Change Order # 1 in the amount of $12,693.71 will be covered by the contingency amount.

ALTERNATIVES:

Alternative 1:

Not approving this Change Order. Engaging in negotiations would result in a contract delay, requiring Sultan WWTP solids handling to be stopped for longer than the 30 days in the original contract.

Alternative 2:

Approve Change Order # 1. This will help keep the contract on schedule so the solids handling will not be disrupted longer than the original 30 days.

FISCAL IMPACT:

Increases the contract amount with TMI from $637,748.90 to $650,442.61, the increase is $12,293.71, (Attachment C).

COUNCIL MOTION:

Approve Change Order # 1 (Attachment A) in the amount of $12,693.71 for Triad Mechanical, Inc.

ATTACHMENTS:

A: Change Order # 1
B: Estimated Project Cost
C. Bid Schedule from Triad Mechanical, Inc.

CHANGE ORDER

Change Order No. 01 **Date: July 30, 2009**

PROJECT: City of Sultan Centrifuge Project **131877.700**

TO: Triad Mechanical, Inc.
1419 NE Lombard Place
Portland, OR 97211

IT IS AGREED BY THE UNDERSIGNED that the above-identified contract is modified to effect the changes described below for the compensation authorized. It is further agreed that all extensions of time and costs of delay or impact resulting directly or indirectly from the changes hereby authorized are provided herein; that the Contractor may make no further claim therefore; and that the contract is not modified except as expressly specified herein.

ORIGINAL CONTRACT AMOUNT	**$637,748.90**
PREVIOUS CHANGE ORDERS	
None	**$0**
CURRENT CONTRACT AMOUNT	**$637,748.90**

THE CONTRACT IS MODIFIED AS FOLLOWS:

COR 01	Centrate pipe, centrifuge foundation, and monorail supports	$6,643.05
COR 02	Centrate vent pipe	$5,056.22
CHANGE ORDER SUBTOTAL		**$11,699.27**
WASHINGTON STATE SALES TAX @ 8.5%		**$994.44**
TOTAL FOR CHANGE ORDER NO. 01		**$12,693.71**
NEW CONTRACT AMOUNT		**$650,442.61**

SCHEDULE IMPACT:

Contract schedule impact of change order #1 will be resolved separately.

RECOMMENDED: _____ DATE: 07/30/09
Brown and Caldwell

ACCEPTED: _____ DATE: 7-30-09
Triad Mechanical, Inc.

ACCEPTED: _____ DATE: _____
City of Sultan

Structural Steel Modifications

Fabricator to make the following changes to their original quote:

1	additional HSS 4x4x1/4 w/cap/base plate	
2	material for revised connection of columns to S10 beam	
3	(2) additional W10x39 @ slab w/stiffener plates	
4	additional labor costs	
5	additional galvanizing costs	
6	additional hardware (i.e. anchors/bolts)	
7	additional detailing costs	$1,821.04
	freight	$ 200.00

additional labor for installation of the above items:

	hours	rate	sub-total
Lance G.	13	$ 74.35	$ 966.55
Johnny O.	13	$ 74.35	$ 966.55

additional layout and coordination for above items:

Lance G.	2	$ 74.35	$ 148.70
Johnny O.	2	$ 74.35	$ 148.70

Piping Modifications

additional material	add Tee and blind flange	$ 207.58
deduct for mateial	deduct for two (2) 90 degree elbows	$ (233.46)

General Conditions

additional office support/PO/drawings/estimating/etc

	hours	rate		
Bill H.	9	$ 53.65		$ 482.85
As builts by Lance G.	0	$ 74.35		$ - Not included
	days	rate		
Per diem				
Lance G.	2	$ 130.00		$ 260.00
Johnny O.	2	$ 130.00		$ 260.00
Small tools @ 3% of labor costs			3%	$ 81.40
Equipment/Pick up	2	$ 85.00		$ 170.00
			sub-total	$5,479.91
		O & P	18%	$ 986.38
			sub-total	$6,466.29
		Bond	2%	$ 129.33
			sub-total	$6,595.62
		B & O Tax	0.5%	$ 32.98
			sub-total	$6,628.60
		Equipment Use Tax	8.5%	$ 14.45
			sub-total	$6,643.05
		State Sales Tax	8.5%	$ 564.66
			sub-total	$7,207.71

* add two (2) work days to contract.

Misc. Modifications

Core drill wall				$ 325.00
Link Seal				$ 71.00
additional painting				$ 325.00

additional labor for installation of the items listed herein:

	hours	rate		sub-total
Lance G.	10	$ 74.35		$ 743.50
Johnny O.	10	$ 74.35		$ 743.50

additional layout and coordination for above items:

Lance G.	2	$ 74.35		$ 148.70
Johnny O.	2	$ 74.35		$ 148.70

Piping Modifications

additional material	3 spools, tee, 90 elbows		$ 1,041.71
deduct for mateial	deduct for 1 spool and 45 elbow		$ (288.35)

General Conditions

additional office support/PO/drawings/estimating/etc

	hours	rate			
Bill H.	3	$ 53.65			$ 160.95
As builts by Lance G.	0	$ 74.35			$ - Not included
	days	rate			
Per diem					
Lance G.	2	$ 130.00			$ 260.00
Johnny O.	2	$ 130.00			$ 260.00
Small tools @ 3% of labor costs				3%	$ 58.36
Equipment/Pick up	2	$ 85.00			$ 170.00
				sub-total	$ 4,168.07
			O & P	18%	$ 750.25
				sub-total	$ 4,918.32
			Bond	2%	$ 98.37
				sub-total	$ 5,016.69
			B & O Tax	0.5%	$ 25.08
				sub-total	$ 5,041.77
			Equipment Use Tax	8.5%	$ 14.45
				sub-total	$ 5,056.22
			State Sales Tax	8.5%	$ 429.78
				sub-total	$ 5,486.00

* add two (2) work days to contract and 30 day shut down period.

A4

Attachment B

Connie Dunn

From: Giesbrecht, Tadd [TGiesbrecht@brwncald.com]
Sent: Tuesday, December 09, 2008 8:54 AM
To: Connie Dunn
Cc: Deborah Knight; Krugel, Steve
Subject: FW: Sultan Centrifuge Project Bid Schedule
Attachments: Ltr_Dunn Bid Eval 12-9-08.doc

Connie,

Attached is a draft of the Triad Mechanical bid evaluation letter. We are still awaiting a few return phone calls, but so far everything has been checking out pretty well.

Assuming that Triad Mech is the successful bidder, the estimated Project costs for talking purposes would be as follows:

- Construction Cost (Triad's bid): $638,000
- Contingency (change orders etc) at 10%: $64,000
- Construction management (respond to RFIs, submittal review, field inspection, office engineering, payment review etc.) at 10%: $70,000

These numbers are likely conservative, but for planning purposes we might want to talk about a $775,000 total project cost, meaning **$275,000 would still be needed in addition to the $500,000** legislative proviso. Just wanted to make sure that Council doesn't expect that all that is needed is $138,000 ($638k-500k).

Has the City Attorney had a chance to review Triad Mechanical's bid yet?

Thanks,

Tadd

From: Giesbrecht, Tadd
Sent: Tuesday, December 02, 2008 10:21 AM
To: 'Connie Dunn'
Cc: 'Deborah Knight'; Krugel, Steve
Subject: Sultan Centrifuge Project Bid Schedule

Hi Connie,

I just wanted to quickly summarize our understanding of the schedule after bid opening and make sure we are all on the same page. Given the tight schedule, we'll need to make sure everything is ready to go.

- Dec 4: Add the "intent to award contract to lowest bidder" to Dec 11 Council Packet

SECTION 00310

BIDDING SCHEDULE

Bid items 1 through 3A include all work set forth under the contract. Bid prices shall be as specified in paragraph 00100-1.05. The total amount bid shall be determined by the addition of all price items.

Item No.	Description	Unit	Estimated Quantity	Unit Price	Lump Sum/ Extended Total Price
1	Base Project All work for construction of the Sultan WWTP Centrifuge Project, comprising the items specified and/or shown in these contract documents, **excluding** Item 2, Item 3A, and state sales tax listed below.	LS			162,786
2	Trench Excavation Safety Systems All work to provide adequate sheeting, shoring, and bracing, as specified in the requirements of Chapter 49.17 RCW in performing the work under the contract.	LS			1.00
3A[1,2]	Alfa-Laval ALSYS-G2-45 Packaged Centrifuge System as specified in Section 11586 for the Packaged Centrifuge System Manufacturer/Vendor Supplied Equipment Only (F.O.B)	LS			425,000
SUBTOTAL BID PRICE (sum of Bid Items No. 1 through 3A) Excludes Washington State sales tax					$587,787
Washington State sales tax at 8.5 percent of subtotal					$ 49,961.90
TOTAL BID PRICE (sum of subtotal and sales tax above)					$637,748.90

[1] See Section 00100-1.05 A-7 for submittal requirements as part of bid to assist the City in evaluation of bids.

[2] See Alternate Manufacturer section below

TOTAL BID FOR ALL ITEMS:

Six hundred thirty seven thousand dollars and ninety cents
(in words) seven hundred fourty eight

$ 637,748.90
(in figures)

ALTERNATE MANUFACTURER

The design of the Project is based upon Item 3A, Alfa-Laval (see 11586-1.07). All Bidders must provide a price for Item 3A. For purposes of determining the successful Bidder, the total bid price will be based on Item 3A.

If a Bidder chooses, an alternate "or equal" manufacturer can also be listed in the table below (Item 3B). Item 3B will not be used to determine the successful Bidder.

Item No.	Description	Unit	Estimated Quantity	Unit Price	Lump Sum/ Extended Total Price
3B[1]	(Alternate Manufacturer) Packaged Centrifuge System as specified in Section 11586 for the Packaged Centrifuge System Manufacturer/Vendor Supplied Equipment Only (F.O.B)	LS			n/A

[1] See Section 00100-1.05 A-7 for submittal requirements as part of bid to assist the City in evaluation of bids.

Selection of the specific manufacturer for the equipment to be provided will be made by the Owner as it best serves the interest of the Owner. The Owner reserves the right to select any named or "or equal" manufacturer listed in Item 3B. The Bidder is not required to list a manufacturer in Item 3B.

Bidder may propose an "or-equal" item by including the manufacturer's name and model number for items where a blank has been provided. Should the proposed "or equal" item be determined not equal, then Bidder agrees to provide Item A at no change in the Contract Price. Any ambiguities, including listing two "or equals" for a single item, shall also be appropriate cause for rejecting an "or equal" proposal. No "or equal" or substitute product will be considered or allowed for items so indicated.

Any schedule delays caused by selection of an "or equal" or any named item will not constitute grounds for a contract adjustment.

END OF SECTION