AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Change Order #1; McLaughlin Whitewater Design Group; Gunnison Whitewater Park Project; Extension thru 6/1/14; $119,500

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: McLaughlin Whitewater Design Group

Term Begins: On signature **Term Ends:** 12/31/2015 **Grant Contract #:**

Summary:
We have a contract with McLaughlin for the basic services they have been providing. This change order is for the design for the repair/replacement of Feature #3 and work on Feature #2.

Fiscal Impact: $100,000

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Pending grant funding

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/2/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 12/2/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 12/2/2014

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: DCM Report

Agenda Date: 12/16/2014 Follow Up Agenda Date:

Revised April 2013

McLaughlin Whitewater
design group
A DIVISION OF MERRICK & COMPANY

PROJECT NAME: Gunnison Whitewater Park
MERRICK PROJECT NO. 8131
PROJECT ADDRESS/LOCATION: Whitewater Park, Gunnison, CO
CHANGE ORDER DATE 12/4/2014

CHANGE ORDER NO. 1

Number	Description	Fee Adjustment
YOU ARE DIRECTED TO PERFORM THE FOLLOWING CHANGES IN THE ABOVE CONTRACT. ALL OTHER PROVISION OF THE CONTRACT SHALL, EXCEPT AS SPECIFICALLY CHANGED HEREIN, CONTINUE IN FULL FORCE AND EFFECT. EXECUTION OF THIS CHANGE ORDER REPRESENTS FULL AND FINAL COSTS OF ALL DIRECT, INDIRECT, AND DELAY/EXTENSION COSTS FOR THE SCOPE OF SERVICES IDENTIFIED HEREON UNLESS NOTED OTHERWISE.		
1	Design Phase Services	$65,000.00
2	Construction Phase Services	$30,000.00
3	Special Services	$ 5,000.00
	Total	$100,000.00

This change constitutes compensation, in full all costs directly or indirectly attributable to the changes ordered and for any and all delays, and/or extension of time related thereto.

Time Extension: Through June 1, 2015 (Construction Phase – punch list completion)

I hereby certify upon my own personal knowledge that budget funds are available for this encumbrance.

Authorized Signatory **Date**

Original Contract Amount (Work completed to date)	**$ 19,500.00**
Previous Change Orders	**$ n.a.**
This Change Order (ADD/DEDUCT)	**$ 100,000.00**
Total Revised Contract	**$ 119,500.00**

CLIENT/CONTRACTOR	MERRICK & COMPANY
By:	By: for Richard McLaughlin
Name:	Name: AARON K. ASQUITH
Title:	Title: SENIOR ENGINEER
Date:	Date: 12/4/14

PROJECT NAME: Repair/Replacement of Existing Feature #3

PROJECT ADDRESS/LOCATION: Gunnison, CO, Whitewater Park

CHANGE ORDER DATE: 11/25/2014

CHANGE ORDER NO. 1

McLaughlin Whitewater Design Group (MWDG), a Division of Merrick & Company, is submitting this Change Order with the following scope of work and budget to complete professional services for the design of repairs to the existing whitewater feature – Feature # 3.

If accepted, this scope of work would be conducted under the existing contract.

BACKGROUND

McLaughlin Whitewater Design Group (MWDG), completed an evaluation of the Whitewater Park in fall 2013 after local boaters notified the County of potential structural damage. A memorandum was prepared that summarized MWDG's findings titled "Gunnison Whitewater Park Site Evaluation" dated October 25, 2013. Significant damage was observed at Whitewater Feature (WWF) #3 (downstream-most structure) and moderate damage at Whitewater Feature #2. Due to potential safety hazards, MWDG recommended that both Whitewater Feature #2 and #3 be replaced. Although damage was not observed at Whitewater Feature #1 (75 Ditch diversion structure), review of design drawings and performance of similar structures downstream indicated that damage is likely over time. The evaluation presented perceived priority for repair/replacement of structures:

1. Repair/replace WWF #3
2. Repair/replace WWF #2
3. Observe/monitor WWF #1 and/or implement recommended structural modifications to avoid possible damage over time.

Funding to permanently repair/replace all structures as recommended is and has not been available. The County sought a $350,000 grant from Great Outdoors Colorado in spring of 2014 but was unsuccessful. Other funding sources have been pursued with Upper Gunnison Roundtable, Colorado Water Conservation Board, Gunnison River Festival, the Walton Family Foundation, and others.

A second grant application was prepared and submitted to GOCO in August of 2014. Funding was recently obtained and the County has requested the preparation of this scope of work and amendment for design and construction phase services for replacement of Feature #3.

The scope of services and fees are based upon these assumptions:

1. Permitting is an important aspect in planning, designing and building the project, as well as, the grant application. Permits from the United States Army Corps of Engineers (CWA 404), the Colorado State Department of Public Health and Environment (CWA 401) and local entities will be required. It should be anticipated that the CWA 401 and 404 permits will take a minimum of 45 days to obtain (Individual 404 permits can take up to 6 months to obtain), depending on project specific requirements (Nationwide 404 vs. Individual 404 permit – It is assumed that the work can be completed under a Nationwide Permit based on conversations with the County). Mr. Messner has made initial contact with the Colorado Parks & Wildlife regarding this project and Tim Lapello at Bio-Environs provided a review of required permits as part of the grant application work. Our experience is that permitting for whitewater projects similar to this one usually dictates the project schedule and should therefore be pursued as soon as possible. Permitting/support is not addressed in this proposal, but MWDG can add permitting services with approval of additional scope and funding if requested by the County. Floodplain evaluation and related permitting is not included. The geometry of the crest of Feature #3 will be reviewed for conveyance so as to ascertain that conveyance is equal to or greater than that of the crest of the existing Feature #3 as previously surveyed.

2. Alpine Survey in Gunnison completed topographic and bathymetric survey of the project area. Water surface elevations have been measured at various river flows. MWDG will use the survey as the basis of the design and hydraulic modeling. The survey mapping has been provided to MWDG in ACAD format.

3. MWDG is unaware of current property ownership or construction access of the Whitewater Park and associated infrastructure. The proposed maintenance repairs are expected to be constructed generally within the existing site. However, it is agreed that the County research existing property ownership and easements to confirm the proposed project is within current ownership and/or easements. Temporary construction access easement and agreements should be sought by the County. MWDG could perform this work with approval of additional scope and funding if requested by the County.

4. The County shall be responsible for working with the selected contractor to secure the site and "close the river" during construction or periods when the structure is deemed by the engineer to be dangerous.

5. The County will coordinate with the Contractor to supply any materials or services to be provided by the County or other agencies.

SCOPE

The professional services scope of work has been divided into Final Design, Construction and Special Services. Note that the schedule does not allow for a Preliminary Design Phase and that the County will need to promptly review drafts of progress drawings.

Final Design Services

The objective of design is to develop a final design based upon the current concept for Feature #3. The design process will be based upon a Project Partners Delivery Model. Project Partners is an alternative project delivery option to the traditional design-bid-build process that engages owners, consultants, and contractors at the onset of a project to work collaboratively to delivery goal based projects. This delivery process incorporates a systems thinking approach of looking at the bigger picture to develop better long term holistic solutions. More specifically Project Partners uses project goals to lead the design and construction process as well as build collaboration between partners. The County will be responsible for bidding and contacting documents related to the selection, contract documents and specific approach.

Specific Tasks include:

a. River hydrology will be determined based on available USGS and State of Colorado gage data near the site. Hydrologic analysis will focus on recreation months (spring & summer) and include exceedance curves and annual average daily flows. Existing available flood hydrology will be used for flood analysis.

b. MWDG will perform initial hydraulic analysis for development of the preliminary design using HEC-RAS computer software. Hydraulic calculations will be performed to establish crest geometry for whitewater features and feature hydraulic profiles. An initial flood analysis (conveyance analysis as described previously) will be conducted to evaluate potential conveyance impacts.

c. Initial structural calculations and analysis for in-river structures including seepage and piping, uplift, shear forces, and toe scour will be performed to determine the design of subsurface cutoffs, and boulder and riprap sizing. Analysis based on available site soils information. MWDG recommends that a soils investigation be completed at the site. MWDG can coordinate geotechnical work if requested by the County.

d. Design will include in-river and bank improvements adjacent to Feature #3.

e. Participation in the Project Partners Delivery Process. This includes approximately four phone meetings and one on-site meeting with the contractor (and client) during the completion of the drawings from 50% to 100%.

Basic Services
The final design phase includes work needed to produce final design drawings, specifications, and contract documents that are required to advertise the project for construction. Basic services, assuming the final design proceeds as developed in the previous concept drawings, will include all services needed, except those designated as Special and Construction Services.

Basic Services will include:

a. Preparation of all necessary design calculations, designs, and final drawings indicating the nature and extent of the project, and specifications - as reasonably needed for the client to advertise and obtain competitive construction bids.

b. Preparing and furnishing copies of drawings, specifications and other contract documents for final review by the client and to satisfy the requirements of the permits.

c. Preparing basic documents related to construction contracts for review and approval by the client. These may include: Contract agreement forms, general conditions and supplementary conditions where appropriate, invitations to bid, and instructions to bidders. Assistance to the client in the preparation of other contract-related documents can be provided.

d. Preparing a final Engineer's estimate of probable construction cost.

e. One meeting on site with the Client during this phase.

Deliverables:

- *River Hydrology – Graphical results included in design report*
- *50% Design Drawings (22"x34") (Hardcopies (3), Electronic files)*
- *Total Estimated Sheets: 7*
    1. *-Cover (1)*
    2. *-River Plan & Profile (1)*
    3. *-River Plans (2)*
    4. *–Whitewater Feature Details (1)*
    5. *-Sections & Details (2)*
- *Approximate Quantity Take off with 50% level drawings*
- *Basis of Design Memorandum which will include Contractors input into design process*
- *Final Plans and Specifications*

Construction Phase Services

Assistance in obtaining bids, analysis of bids, and an award recommendation as well as construction phase services shall be billed on a time and expense basis. Expenses will be

invoiced without markup. This proposal includes an estimate for these services, however due to the variability in performance of construction contractors and other factors beyond our control, the actual cost could be higher or lower.

Specific Bid/Negotiate Services included in this proposal:

1. Provision of electronic copies of bid documents to potential bidders.
2. Providing written responses to bidders, issuing clarifications and addenda as needed during a specified bidding period.
3. Attending a pre-bid meeting by teleconference.
4. Compiling and analyzing bids and making recommendations to Client.
5. Assistance with award of contract.

Specific Construction Phase Services anticipated in this scope of work:

1. Attend pre-construction conference with contractor
2. Office support-respond to contractor questions, issue clarifications and sketches as needed.
3. Review contractor submittals.
4. Review test provided by Owner's testing agency.
5. Review and process contractor's pay requests (not more than twice per month).
6. Observations during installation of boulder placement and grouting.
7. Observations during start up and tuning.

Deliverables:
-Meeting Agendas & Minutes
-Memo with award recommendations
-On-site Observation
-Preparation of Pay Requests

It is anticipated that the County will provide a full-time inspector for continuous on-site observation. MWDG will provide periodic observation and attend during most grout placement operations.

Special Services

No specific tasks are included at this time. A budget of $5,000 has been allotted for efforts as/if they arise. MWDG will notify the County when scope outside that included in the Final Design or Construction Phase is being undertaken. The budget shall not be exceeded without prior written approval by the County.

Special services are those which may vary substantially in cost and scope and for which the Engineer cannot usually directly control such costs. These are not normally included in a basic contract fee, but are negotiated as additional elements of services when required. Typical Special Services include:

a. Public or meetings with regulators.
b. Soils investigations, including test borings, sampling, analyses, and recommendations.
c. Location of existing utilities or features by excavation.
d. Land surveys (for easement or site acquisition), establishment of boundaries and monuments, related office computations and drawings, and aerial mapping.
e. Permitting or permitting support, however documents and calculations conducted during design and estimates of cut & fill will be provided to support permitting efforts.
f. Assistance as an expert witness in litigation arising from project development or construction and in hearings before regulatory agencies.
g. Negotiations with landowners regarding acquisition of lands/easements.
h. Redesign after preliminary design approval, if required by the client or affected political entities for primarily non engineering reasons.

METHOD OF PAYMENT

Final Design Phase services will be billed on a not to exceed (unless authorized by the County) hourly rate plus expenses basis using the rates in the existing contract (rates shown in the attached and revised Attachment B). The resulting budget for design services is **$65,000.**

Construction and Special Phase Services will be billed as hourly rate plus expenses. The amount of time required to provide these services is difficult to predict and often outside of the control of MWDG. A budget for Construction Services of **$30,000** and Special Services of **$5,000** has been included and will not be exceeded without previous written authorization by the County. It should be advised that the County have additional funding available in case additional construction phase services are needed.

The total not-to-exceed budget for the work within this Change Order #1 is 100,000. This does not include any efforts completed to date.

SCHEDULE

- The 50% design plans will be completed by the 2nd week of January.
- The 100% will be finished prior to construction.
- Construction phase services are anticipated to be completed by April 30th, but this will be determined by the Contractor, weather, etc.

ADDITIONAL FEES

Services outside the Scope of Services above shall be compensated as Additional Services. Consultant shall not undertake any services or incur any expenses on tasks outside the designated Scope of Services without written amendment to this Agreement.

ATTACHMENTS

The following attachments are made part of this proposal:

Exhibit 1 – Schedule of Standard Hourly Billing Rates (Updated to 2014 rates)

Exhibit 1
Schedule of Standard Hourly Billing Rates

Effective January 1, 2014

Personnel Work Class	**Per hr.**
PROJECT MANAGEMENT:	
Senior Project Manager	$175.00
Project Manager	$150.00
PROJECT ENGINEERING:	
Senior Project Engineer	$155.00
Project Engineer	$135.00
Senior Design Engineer	$110.00
Design Engineer	$90.00
FIELD ENGINEERING / CONSTRUCTION INSPECTION:	
Senior Field Engineer	$145.00
Field Engineer	$125.00
Cost Estimator	$110.00
Senior Inspector	$115.00
Inspector	$90.00
LANDSCAPE ARCHITECT:	
Senior Landscape Architect	$125.00
Landscape Architect	$110.00
DRAFTING:	
Senior CADD Technician	$110.00
CADD Technician	$80.00
ADMINISTRATION:	
Clerical	$75.00

Rates will be negotiated for personnel with qualifications not identified in the above schedule.

Monthly rates can be furnished for full-time Inspectors.

BILLABLE EXPENSES:	
Subconsultant	Cost plus 5%
Courier	Cost
Travel	Cost
Printing/Reproduction	Cost
Communications Equipment	Cost
GPS System	$100.00/unit/day
Vehicle Mileage	Current Allowable IRS Rate
Other Materials or Equipment	Cost plus 5%

This Schedule of Standard Hourly Billing Rates is considered to be "CONFIDENTIAL" information. Release of any information contained herein to third parties is prohibited without written consent from Merrick & Company. The above billing rates will be held firm through December 31, 2014.