

Project title: Design-Build Contract for East Clearwell Roof Replacement – Change Order #1

Council Bill #

Consideration: Change Order #1

Agenda dates requested:

7/14/2021

Project: East Clearwell Roof Replacement (UP3662)

Partner/Supplier: Shearer and Associates, Inc.

Briefing

Proposed action

Consent 7/14/21

Action

Ordinance

Public hearing

Yes No

Location: Water Filtration Plant, Chaplain Reservoir

Preceding action: Award for Design-Build Contract for East Clearwell Roof Replacement

Fund: 336 - Work Order UP3662

Budget amendment:

Yes No

Fiscal summary statement:

Original Contract Amount: \$3,107,368.00 (exclusive of WSST)

Change Order Number 1: \$17,415.96 (exclusive of WSST)

Revised Contract Amount: \$3,124,783.96 (exclusive of WSST)

PowerPoint presentation:

Yes No

Project summary statement:

Change Order #1 adds funds to the Contract to pay for the purchase of a level indicating transmitter, purchase of cable tensioning equipment, repair of floor joint seals and for the supply and installation of additional truss plates at various truss connection locations along the exterior walls of the Clearwell structure. Change order #1 also modified the project Substantial Completion date from September 30th, 2020 to May 24th, 2021 to account for Covid related material and supply chain issues.

Attachments:

Summary

Department(s) involved:

Public Works

Contact person:

Tom Fuchs

Phone number:

(425) 257-8931

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Change Order #1 with Shearer and Associates, Inc. for the design-build construction of the Water Filtration Plant East Clearwell Roof Replacement in the amount of \$17,415.96, not including Washington State sales tax.

Email:

tfuchs@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

CITY OF EVERETT Change Order

Project Title WFP East Clearwell Roof Replacement Design-Build Project
Department Public Works
Work Order No. 3662
Contractor: Shearer & Associates, Inc.
Contract Award Date: February 12, 2020
City Staff Contact: Souheil Nasr
Change Order No. 1
Change Order Effective Date June 18, 2021

CONTRACT PRICE (exclusive of Wash. State Sales Tax)



Original contract price	\$3,107,368.00
Cumulative Amount of prior change orders	\$0.00
Total Contract Price including prior change orders	\$3,107,368.00
Amount of this Change Order	\$17,415.96
Total Contract Price <i>including</i> this Change Order	\$3,124,783.96

CONTRACT TIME

Original Contract Duration	203	Working Days <input type="checkbox"/>	Calendar Days <input checked="" type="checkbox"/>
Date of Notice to Proceed: March 11, 2020			
Cumulative adjustment to duration by <i>prior</i> Change Orders	00		
Adjustment to duration by <i>this</i> Change Order	236		
New Contract Duration (<i>including</i> this Change Order)	439		

Contractor and City agree as follows:

1. The scope of Work shall be changed to the extent described in Exhibit A.
2. With the exception of Washington State sales tax, the amount of the change order for the changes described in Exhibit A, represents complete compensation for the changes described in Exhibit A, including all direct and indirect costs and impacts. The contract price shall be adjusted as described in this Change Order.
3. Everett Municipal Code 3.80.050 sets forth the threshold amounts below which the Mayor or his designee is authorized to direct Contractor to perform additional work. In calculating such threshold amounts, Washington State sales tax, if applicable to the Work, has been considered.
4. The duration of the Contract shall be adjusted to the extent described in this Change Order.
5. Contractor waives and releases any and all claims arising out of, or related to, this Change Order, the work described in Exhibit A, and all work and actual or constructive changes that occurred or began prior to the date of this Change Order, including, but not limited to, claims for equitable adjustment of time and compensation, delay, impact, overhead, or inefficiencies. This provision does not apply to requests for equitable adjustment of time or price for which the Contractor timely and properly provided notice of a differing site condition, protest, dispute, claim or Contract Claim as required by the Contract Documents. If the Contract Documents establish a time period for notice of a differing site condition, protest, dispute, claim, or Contract Claim that ends after the date of this Change Order, but relates to work performed prior to the date of this Change Order, then this provision does not apply if the Contractor timely and properly submits such notice
6. This Change Order only changes the contract between Contractor and City to the extent explicitly provided herein.

CITY			
_____ Mayor Date: _____	Attest: _____ City Clerk Date: _____	Approved As to Form: _____ City Attorney Date: _____	
Recommended By:			
Construction Manager (if applicable)	Project Engineer (if applicable)	Engineering Manager (if applicable)	Department Director
 Date: <u>6-24-21</u>	_____ Date: _____	_____ Date: _____	 Date: <u>6-25-2021</u>

Project: WFP East Clearwell Roof Replacement
Change Order No. 01
Change Order Effective Date: June 18, 2021


CONTRACTOR	
By <u></u> Officer	Date: <u>6/23/21</u>

Exhibit A—Description of Changed Work

Change Order #1 adds four (4) new Items. Item #33, titled – Purchase and Install a Magnetrol R82-510A-011 Level Indicating Transmitter. Item #34, titled Provide Cable Tensioning System for Seismic Cable Bracing System. Item #35, titled Revise Truss Retention Slide Plates, and Item #36, titled Repair Floor Joint Seals are added to the Contract in the amount of \$17,415.96.

Individual items defined & justified as follows:

Item No. 33: Purchase and Install a Magnetrol R82-510A-011 Level Indicating Transmitter (LIT)
The condition of the of the existing LIT could not be determined due to the collapsed roof. Once the Design-Builder removed the collapsed roof, it was found that the existing LIT was damaged beyond repair. It was necessary to replace the LIT because it is a requirement to know what the water level is in the Clearwell when it is in operation. Item No. 33 compensates the Design-Builder for providing the level indication transmitter.

Increases the Contract Amount by \$2,600.00.

Item No. 34: Provide Cable Tensioning System for Seismic Cable Bracing System

The interior columns that help support the roof are braced to resist seismic forces using stainless steel cables. Theses cables require regular maintenance in the form of checking and adjusting the tension in the cables to the design Engineer’s required loading.

WFP maintenance staff do not have the equipment needed to perform this task. Item No. 34 compensates the Design Builder for providing the cable tensioning equipment.

Increases the Contract Amount by \$2,988.94.

Item No. 35: Revise Truss Retention Slide Plates

The roof trusses are held in place using plates that are anchored to the inside face of the clearwell wall. The roof designer and fabricator refer to theses plates as slide plates.

During construction, it was discovered that wall repairs had occurred at the locations where the slide plates were to be installed. These repairs occurred in the early 1990s. Up to half the thickness of the wall had been removed and replaced. After consulting with our Engineers, it was decided to not install the new slide plate anchor bolts into the repaired areas on the walls of the clearwell. To avoid installing anchor bolts into the repaired areas the slide plates were redesigned, enlarged and

Project: WFP East Clearwell Roof Replacement
Change Order No. 01

Change Order Effective Date: June 18, 2021

additional anchor bolts were installed. Item No. 35 compensates the Design-Builder for redesigning, fabricating, and installing the revised truss retention plates.

Increases the Contract Amount by \$7,028.09

Item No. 36: Repair Floor Joint Seals

The condition of the of the floor joint seals could not be determined due to the collapsed roof. Once the Contractor removed the collapsed roof, it was found that approximately 100 lineal feet of the seals had been damaged. The seals were installed during the previous roof project and contributed to virtually eliminating leakage from the clearwell. The City's Design-Builder agreed that some of the seal damaged occurred during demolition of the existing roof. Because of this, it was agreed that the City would pay for 50 lineal feet of repairs. Item No. 36 compensates the Design-Builder for purchasing and repairing 50 lineal feet of floor joint seal.

Increases the Contract Amount by \$4,798.93

CONTRACT TIME: Change Order No. 1 adds 236 calendar days to the contract.

Our Design-Builder's fabricator experienced Covid-19 delays during design, fabrication and delivery of engineering drawings and materials.

Trucking firms were impacted by Covid-19. Due to a lack of drivers, delivery of materials was delayed. Due to a lack of fabrication personnel, fabrication errors were made. These errors were discovered on the project site. Additional time was required to fabricate and ship the replacement materials.

Revising the truss retention slide plates added additional time. The revised slide plates had to be designed, the design reviewed by the City's Engineers, the plates had to be fabricated and shipped to the project site.