



**CITY COUNCIL MEETING**  
**SEPTEMBER 9, 2004**

**Agenda Item#:** \_\_\_\_\_

**Department:** Public Works

**Resolution / Ordinance #** \_\_\_\_\_

**Agenda Item:**

Authorize a Design Contract for Rehabilitating the Murphy and Mallard Water Tanks.

**RECOMMENDATION:**

- Authorize a contract for preparation of plans and specifications and inspection for the rehabilitation of the Murphy and Mallard Water Tanks and demolition of the Southwood Hills Ground Storage Tank with Dunham Engineering in the amount of \$65,000.

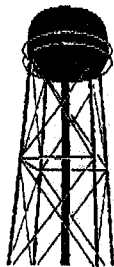
**DESCRIPTION/JUSTIFICATION:**

Staff has solicited a proposal from Dunham Engineering to provide design and inspection services for the rehabilitation of the Murphy and Mallard Water Tanks. The project will include structural repairs to the Murphy Tank, the removal and replacement of interior and exterior coatings in the Murphy and Mallard Tanks, and the demolition of the Southwood Hills Ground Storage Tank. Dunham Engineering will include the City's selection of painting and lettering schemes for the tanks in the construction documents. Dunham Engineering has also suggested painting the smokestack next to the Utility Maintenance building at 12<sup>th</sup> and Main Streets.

Starting at the date of the agreement, it will take approximately 120 days to prepare construction documents, open construction bids, award a contract, and begin construction. Rehabilitation will take approximately 3 months per tank. The tanks must be taken out of service during maintenance, therefore only one tank will be worked on at a time. The tanks will be shrouded while the exterior paint is sand-blasted off to contain the dust.

**FINANCIAL/BUDGET:**

Dunham Engineering's proposal includes \$45,000 for design services and \$20,000 for inspections during construction. (Preparation of construction documents for painting the smokestack can be included for an additional \$1,500.) The engineer's estimate of probable costs for construction is \$500,000. The cash paid to the City of Taylor by BRA at the sale of the water plant is the recommended project funding source.



## DUNHAM ENGINEERING

Water Tank Consultants

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www.DunhamEngineering.com

### Letter of Agreement

This is an Agreement made as of \_\_\_\_\_, 2004 between City of Taylor, Texas hereinafter known as the OWNER and Dunham Engineering, Inc. of College Station, Texas hereinafter known as the ENGINEER.

The OWNER intends for the ENGINEER to perform professional engineering service in the design and construction inspection of the WORK.

The WORK is defined as the rehabilitation of the Murphy Park & Mallard elevated water storage tanks and the demolition of the ground tank at the Southwood Hills water plant.

Specifically, the protective coatings on the elevated structures will be replaced and structural steel will be repaired as required to bring the elevated structures into compliance with TCEQ regulations. The ground tank will be demolished and sold as scrap steel in accordance with EPA guidelines.

The rehabilitation of the elevated tanks will be done in accordance with the recommendations made in the ENGINEER'S Reports of Inspection dated March 2 & 10, 2004.

Additionally, the concrete smokestack located adjacent to the downtown water plant office will be inspected and specifications prepared to coat the exterior of the structure for possible inclusion as part of the WORK.

Expected contractor cost for the WORK is \$500,000.

#### PHASE I - DESIGN

The ENGINEER agrees to prepare the design, produce engineering plans and specifications, prepare the contract documents, advertise for bids to selected contractors and recommend award of a lump sum construction contract to complete the WORK for the OWNER.

The ENGINEER agrees to provide a draft set of contract documents to the OWNER for review and approval no later than 30 days from the date of the Agreement.

The ENGINEER agrees to finalize the documents and advertise the WORK to selected contractors for bid within 30 days after receipt of OWNER'S comments and approval.

The OWNER agrees to advertise in the City newspaper of record as required by the State's competitive bidding rules.

The ENGINEER agrees to assist the OWNER in opening and reviewing bids and recommending a contractor for award.

PHASE II- CONSTRUCTION

The ENGINEER agrees to periodically inspect the contractor during the construction period to insure contract compliance.

The ENGINEER agrees to process Contractor progress payments and recommend payment by the OWNER.

The ENGINEER agrees to prepare and process Contract Change Orders as required during the course of the construction contract.

The ENGINEER agrees to conduct a final inspection of the WORK and to recommend final payment for the CONTRACTOR when the WORK is completed

The ENGINEER agrees to schedule and conduct a one year warranty inspection of the WORK prior to the end of the warranty period and to coordinate completion of any required warranty repairs.

In consideration of the above services, the OWNER agrees to compensate the ENGINEER in accordance with the following schedule:

Phase I - Design of WORK

Total fee of \$45,000.00. Partial payments due as follows:

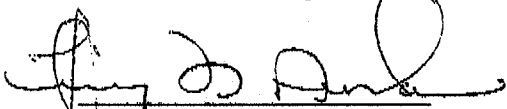
50% due when draft contract documents provided to OWNER.

50% due when contractor recommended for award.

Inspection and design of the smokestack exterior coating will be performed for a total fee of \$1,500.00 if requested by OWNER.

Phase II - Construction Inspections of WORK

Total fee not to exceed \$20,000.00 without prior approval. Fee billed on \$65/hour portal to portal rate with minimum inspection trip fee of 6 hours. Fees billed on monthly basis for actual hours worked.



Jimmy D. Dunham, P. E.  
DUNHAM ENGINEERING, Inc.

OWNER