AM NO. 14-011 (C3)

MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: January 21, 2014

SUBJECT: APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 FOR

166th AVENUE NE RECHANNELIZATION, PROJECT

NO. 20021313

I. RECOMMENDED ACTION:

Approve Supplemental Agreement No. 1 with David Evans and Associates for final design and construction services for 166th Avenue NE Rechannelization, Project No. 20021313, in an amount not to exceed \$80,600, and authorize the Mayor to sign the Agreement.

II. DEPARTMENT CONTACTS:

Linda De Boldt, Director of Public Works	425-556-2733
Rob Crittenden, Traffic Safety, Operations, and Engineering Manager	425-556-2838
Lei Wu, Project Manager	425-556-2749

III. DESCRIPTION:

Background

In August 2013, David Evans and Associates (DEA) was selected to provide analysis and conceptual design of the 166th Avenue NE Rechannelization project. Outcomes of analysis and conceptual design were presented at the December 10, 2013, Council study session. In the study session, the City Council directed staff to move forward with the final design and construction of the baseline project. The baseline project consists primarily of restriping the corridor to a 3-lane roadway, minor intersection modifications at NE 85th Street, and adding pedestrian beacons at NE 91st Street and NE 95th Street.

Supplemental Agreement

This supplemental agreement includes engineering services for the final design and construction services during construction.

IV. IMPACT:

A. <u>Service Delivery:</u> This agreement will provide for preparation of the final design and construction services for the construction of the 166th Avenue NE Rechannelization project.

B. Fiscal:

Fiscal:	
Estimated Design Costs	
Original Agreement (Analysis and Conceptual Design)	\$139,776
Supplement No. 1 - Final Design	80,600
City Administration	83,000
Total Estimated Design Costs	303,376
Estimated Construction Costs	546,624
Total Estimated Project Costs	\$850,000
Project Funding:	
Transportation CIP	\$850,000

V. ALTERNATIVES:

The City Council could choose not to approve the Supplemental Agreement No. 1; however, this action would delay the 166th Avenue NE Rechannelization project.

VI. TIME CONSTRAINTS:

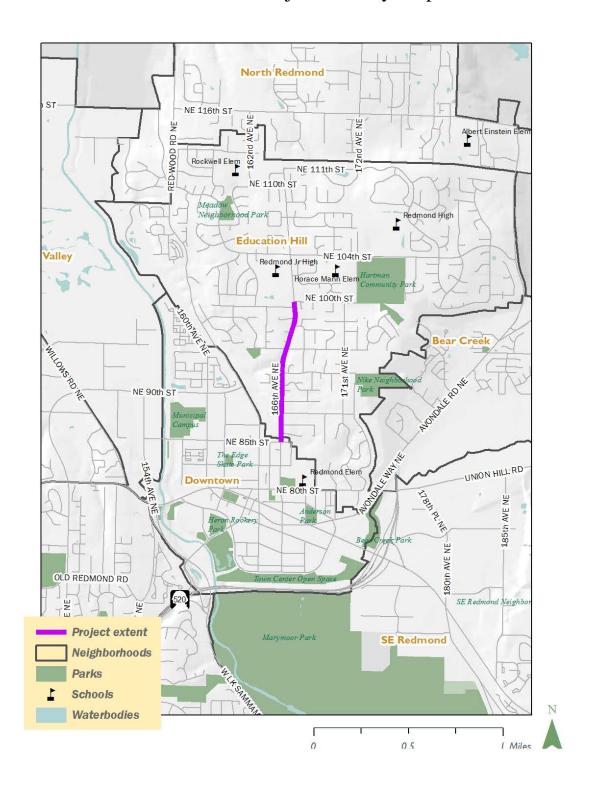
Begin Final Design February 2014
Construction Period Summer-Fall, 2014

City Council January 21, 2014 Approval of Supplemental Agreement No. 1 for 166th Avenue NE Rechannelization, Project No. 20021313 Page 3

VII.	LIST	OF	ATTA	CHME	NTS:

A. B.	Vicinity Map Supplemental Agr	eement No. 1	
	/s/		<u>1/13/2014</u>
Linda E. De	Boldt, Director of Pu	ıblic Works	Date
Approved fo	or Council Agenda _	/s/ John Marchione, Mayor	<u>1/14/2014</u> Date

Attachment A: Project Vicinity Map



Attachment B

166th Avenue NE Rechannelization (Between NE 85th Street and NE 100th Street) Project No. 20021313

SUPPLEMENTAL AGREEMENT NO. 1

This SUPPLEMENTAL AGREEMENT, made and entered into this ____ day of _____, 2014, between the City of Redmond, Washington, hereinafter called the CITY, and David Evans Associates, Inc., hereinafter called the CONSULTANT, amends an earlier Agreement (AGREEMENT) dated August 28, 2013.

WHEREAS the CITY desires to supplement the original AGREEMENT;

NOW THEREFORE, it is mutually agreed that the terms, stipulations, and conditions of the original AGREEMENT shall be binding upon the parties hereto except insofar as amended by this SUPPLEMENTAL AGREEMENT as follows:

I

Section II, SCOPE OF WORK, is amended by the additional tasks summarized in Exhibit A-1 attached hereto.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the completion date for all work to read December 31, 2014.

Ш

Section V, PAYMENT, shall be amended to compensate the CONSULTANT for the work described in Exhibit A-1.

A breakdown of the CONSULTANT'S cost proposal is attached hereto as Exhibit C-1. By this reference the exhibit is made a part of this SUPPLEMENTAL AGREEMENT.

Summarized below are the costs as listed in the original AGREEMENT and as modified by this SUPPLEMENTAL AGREEMENT.

Summary							
Description	Original Agreement	Supplement No. 1	Total				
Labor Cost	\$94,720	\$79,649.00	\$174,369.00				
Reimbursables	\$15,057	\$10,851.00	\$25,908.00				
Total	\$109,777	\$90,500.00	\$200,277.00				
Contingency	\$30,000	\$30,091.39	\$60,091.39				
Less Unspent Funds In Original							
Agreement		(39,991.39)	(39,991.39)				
Grand Total	\$139,777	\$80,600.00	\$220,377.00				

EXECUTION

IN WITNESS WHEREOF, the parties have executed this SUPPLEMENTAL AGREEMENT by having their representatives affix their signatures below.

CONSULTANT	CITY OF REDMOND
By	By
(Title)	
	Attested:
	ByCity Clerk
	Approved as to Form:
	ByCity Attorney

EXHIBIT A-1

SUPPLEMENTAL SCOPE OF WORK

166th Avenue NE Corridor Rechannelization (NE 85th Street to NE 100th Street)

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Element 1.0 Project Description, Design Criteria, and Deliverables

1.1 Project Description

This scope of services supplements the existing 166th Avenue NE Corridor Rechannelization Study and Conceptual Design by including surveying, final design, and PS&E contract preparation.

The final design will be performed on the preferred alternative of restriping 166th Avenue NE. The final design will also include traffic signal loop detector revisions, raised medians north of NE 85th Street and a rapid rectangular flashing beacon near the NE 95th Street intersection.

1.2 Design Criteria

The design and PS&E will be based on the requirements of City of Redmond Zoning Code, Standard Specifications and Details, WSDOT Local Agency Guidelines, MUTCD, FHWA, AASHTO design policy, and 2014 WSDOT Standard Specifications.

1.3 Project Deliverables Furnished by the CONSULTANT

The CONSULTANT shall create, provide, and/or deliver to the CITY the following documents and products as part of this agreement and as more fully defined in the sections below. CITY review sets will be returned with each subsequent revisions illustrating how each review comment was addressed.

• PS&E Contract Documents.

1.4 Responsibilities and Services Provided by the CITY

The CITY will:

- Provide timely, clear direction to CONSULTANT.
- Provide Redmond's GSPs
- Signed plan sheets for RRFB located south of NE 91st Street.

1.5 Project Assumptions

• All drawings will be prepared in AutoCAD format and will be drawn at a scale of one inch equals 20 feet (full-size plans 22"x34").

Element 2.0 Project Management and Quality Control

This element and the remainder of the elements in this Scope of Services are activities required for the completion of the 166th Avenue NE Corridor Rechannelization final design (PROJECT).

2.1 Project Management

Direction of the CONSULTANT staff and review of their work over the course of the PROJECT shall be provided. This work element includes preparing monthly progress reports including the status of individual work elements, number of meetings attended, outstanding information required, and work items planned for the following month. It is assumed that all meetings with CITY staff will occur in the CITY offices.

Periodic monitoring of the PROJECT budget will occur over the course of the PROJECT. Assessment of current PROJECT status, as well as projections of future status, shall be developed by the CONSULTANT. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions could include formal requests for budget increases, or scope modifications or reductions.

Drawings and documents received and generated over the course of the PROJECT require review, coordination, and file management. This information will be filed to facilitate ready and selective retrieval. The status of requested information will also be maintained.

It is assumed that coordination meetings with the CLIENT will be held twice a month (up to 6 meetings) throughout the project development. The meetings will be held at the CONSULTANT's office, attended by one (1) CONSULTANT staff, and the duration of each meeting is one (1) hour.

It is assumed that the duration of the Project Management will be approximately three (3) months.

2.2 Update the Schedule

The CONSULTANT and the CITY will jointly develop an overall project schedule showing all major and support activities. The CONSULTANT shall communicate every two weeks to reflect the current status of the PROJECT.

2.3 Monthly Progress Reports and Invoices

Monthly progress reports shall be prepared by the CONSULTANT in a format agreed to by the CITY's Project Manager. Monthly invoices will be prepared by the CONSULTANT for work activities for the prior month. Invoices will include back-up material for all expenses and will show approved budget and amount expended to date. Invoices will identify each staff member that has worked on the project and their specific hours on the project. Each month's progress report and invoice shall be submitted together to the CITY.

2.4 Quality Assurance/Quality Control Review

This work element is for QA/QC review of CONSULTANT deliverables by a designated QA/QC staff member of the CONSULTANT team. The review will cover documents; reports; plans, specifications, and cost estimates; and pertinent information on an ongoing basis. The program entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format; and assures that the overall project objectives are being fulfilled.

<u>Deliverables:</u> Schedule, biweekly schedule updates, up to six pieces of monthly progress reports and invoices.

Elements 3.0 to 7.0

Elements 3.0 to 5.0 and 7.0 of the original scope of work have been completed. No additional work is needed as part of this supplemental agreement. A final report or technical memorandum will be completed as part of Element 6.0 of the original scope of work.

Element 8.0 Concept Estimate and 30% Plans

8.2 Design Survey

The preparation of the PS&E documents shall use a combination of the Redmond's GIS information and field survey data. For areas where restriping only occurs, the GIS information shall be used as the existing base mapping.

Field survey data information shall be limited to the following areas:

- NE 85th Limits Center of Intersection 200 feet south, 150 feet west, back of ROW east, and 400 feet north
- NE 95th Limits –200 feet in the north and south direction, 50 feet in the east and west direction. Consultant to confirm the crosswalk location with City staff before survey starts

The CONSULTANT shall provide the City's project manager with 3 days of notice of any field work to facilitate observation.

The CONSULTANT shall prepare a project topographic base map. This base map will incorporate City and franchise utility 'as-built' information, and other existing features within the project limits including:

- a) Pavement limits
- b) Driveways
- c) Storm drainage structures
- d) Sanitary sewer manholes
- e) Water valves, fire hydrants, and associated features
- f) Electrical power vaults and associated surface features
- g) Telephone manholes and pedestals
- h) Natural gas valves, meters, and warning markers
- i) Cable TV pedestals
- j) Street lighting
- k) Signage
- 1) Utility poles
- m) Overhead wires, guy wires
- n) Meters
- o) Road channelization
- p) Trees
- q) Street markings

The CONSULTANT will contract with an Underground Utility Locate Service to set paint marks as the surface location of the underground utility. The CONSULTANT will use these marks as evidence to depict the underground location of these utilities.

The CONSULTANT will prepare the final topographic survey map with a one-foot contour within the paved surfaces of the roadway prism and a two-foot contour on non-paved surfaces outside the roadway

prism. The mapping shall be plotted at a scale of one inch equals twenty feet (1"=20') with a one-foot contour interval.

Up to three utility potholes will be performed at RRFB pole locations near NE 95th Street.

8.3 30% Plans

The CONSULTANT shall develop a 30 percent PS&E package for the preferred alternative.

Specifications will not be included as part of 30% submittal.

<u>Deliverables:</u> 30% PS&E Plans (5 hard copies and electronic pdf file)

Element 10.0 100% Plans Specifications and Estimates

10.1 100% Plans Specifications and Estimates

10.1.A 95% PS&E

The CONSULTANT shall bring the design to a 100% completion level with an intermediate milestone at 95% completion, and shall participate in a review coordination meeting to respond to CLIENT staff questions and comments. Review comments will be responded to and incorporated as directed by the CLIENT Project Manager. The final design will include the following elements, at a minimum, prepared by the CONSULTANT for each milestone as noted:

- Cover sheet including a vicinity map.
- Channelization and signing plans.
- ADA Curb Ramp Details (up to 2 total) for NE 95th Street and 166th Ave NE.
- RRFB Plans (will use the design at NE 91st Street as a template) for NE 95th Street and 166th Ave NE.
- Signal Modification Plan, Signal Notes, and Details for NE 85th Street and 166th Ave NE.
- Typical Traffic Control Plan.
- Contract documents and specifications.
- Engineer's cost estimate.

The CONSULTANT will also incorporate PS&E plans and specifications prepared by the City for the rectangular rapid flashing beacon at NE 91st Street. The CONSULTANT will review these plans or specifications for consistency with the deliverables of this contract.

The CONSULTANT will prepare a maximum extent feasible (MEF) document, if necessary, for the curb ramps at NE 95th Street.

<u>Deliverables</u>: 95% PS&E Package (5 hard copies [22"x34"] and electronic pdf file).

Draft MEF document

10.1.B Prepare Ad Ready Documents

The CONSULTANT shall prepare the following in accordance with the CLIENT's review comments from the 95% final design and coordination meeting and in accordance with regulatory agency permit conditions:

- Modifications and/or revisions in response to CLIENT review comments from the 95% design and coordination meeting.
- Final design of project elements.
- Inclusion of NE 91st Street RRFB plans by others.
- Special provisions and listing of CLIENT standard specifications, with fill-ins, to be incorporated in the construction contract documents.
- Preparation of a final (100% completion) list of bid items, quantities, and a construction cost estimate for a set of signed and reproducible construction contract documents.

The CONSULTANT will assemble all plan sheets, general and special provisions, cost estimates, and associated documentation for submittal as an Ad Ready PS&E package.

Upload files to Builder's exchange.

<u>Deliverables</u>: Electronic submittal of Ad Ready PS&E to Builders Exchange.

One (1) unbound set of contract specifications.

One (1) set of reproducible mylars (22"x34") of signed plan sheets.

Final MEF Document

CADD files of the approval final design

10.1.C Assistance During Bid Period

The CONSULTANT shall provide assistance during the bid and award of the construction contract. The following tasks will be provided by the CONSULTANT on an as-needed basis. The Consultant shall obtain written authorization from the CLIENT prior to providing any of the following services:

- If requested, the CONSULTANT shall attend a pre-construction meeting with the construction contractor to assist the CLIENT in responding to questions and inquires.
- If requested, the CONSULTANT shall assist the CLIENT during the bid period to answer any questions that arise concerning the PS&E documents, and will assist the CLIENT in preparing any addenda required.

<u>Deliverables</u>: Attend and participate in the pre-construction meeting.

Prepare response to bidder questions and bid document addenda.

Element 11.0 Optional Design Services

The CITY may, at its discretion, supplement this agreement to include the following tasks. Since the level of effort is unknown at this time, the budget for this task was established by taking 10% of the total budget under Supplement No. 1 for elements 1-10. Additional budget may be necessary to cover the level of effort or the number of tasks requested to complete.

- 11.1 Construction Support
- 11.2 Illumination, Sidewalk Repair, Wall, or Landscape Design
- 11.3 Additional Survey
- 11.4 As-built Drawings

Exhibit B-1

166th Ave NE Corridor Rechannelization Engineering Services (NE 85th Street to NE 100th Street) Supplement No. 1

David Evans and Associates, Inc.

Negotiated Hourly Rates and Estimated Person-Hours/Costs Summary Project Summary

				Negotiated	
Classification	l	Number of Hours	Х	Rate	Cost
Project Manager (Victor Salema		38		\$ 222.90	\$8,470
Project Engineer (Manuel Felib		107		\$ 184.73	\$19,766
Design Engineer (Victor Vaske		180		\$ 131.30	\$23,633
CADD Technician (Orion Ahrer		129		\$ 108.40	\$13,983
Administrative Assistant (Mary	,	20		\$ 85.50	\$1,710
Project Administrator (Vickie El	well/Jessica Taylor)	12		\$ 102.59	\$1,231
Survey Manager (Doug Vogt)		10		\$ 187.78	\$1,878
Project Surveyor		20		\$ 106.87	\$2,137
Survey Technician		28		\$ 97.71	\$2,736
Survey 2-Person Crew		28		\$ 146.56	\$4,104
	Total Hrs	572	-		
Direct Labor / Overhead	/ Fee Cost Sum	mary			\$79,649
Direct Non-Labor Cost a) Reproduction - Plans b) Reproduction - Specs c) Communication/Mail d) Travel (Vehicle Miles) e) Utility Locates	50 Items @ 60 Items @ 5 Deliveries 400 Miles @ 12 Each @	\$0.565 \$90	/Each /Each /Mile /Each	\$600 \$1,320 \$125 \$226 \$1,080 \$7,500	
f) Potholing (APS) g) Digital Imagery GeoAuto	3 Each @ Lump Sur	\$2,500 m \$2,500	/Lacii	\$0	
f) Potholing (APS) g) Digital Imagery GeoAuto			/Lacii		#10.051.00
f) Potholing (APS)			/Lacii	\$0	\$10,851.00
f) Potholing (APS) g) Digital Imagery GeoAuto	Lump Sur		, Lacii	\$0	\$10,851.00 \$30,091.39

DAVID EVANS AND ASSOCIATES, INC.

Project Earned Value Report (by WBS)

Project: RMDX00000059 As of Period: 201402 Project: RMDX00000059 Period Ending: 2014-02

					Net	
		Original	Supplement	Remaining	Supplement	Final Project
Phase	WBS Description	Budget	No. 1 Work	Budget	No. 1 Cost	Budget
100QA	Project Management & Quality Control	12,402.00	10,472.86	668.73	9,804.13	22,206.13
200	Alternative Development & Evaluation	41,027.00		(368.26)	368.26	41,395.26
300	Community Involvement	6,322.00		(11,961.35)	11,961.35	18,283.35
400	Develop Preferred Alternative	5,925.00		2,581.53	(2,581.53)	3,343.47
500	Draft & Final Design Report	10,645.00	3,311.11	6,576.30	(3,265.19)	7,379.81
600	City Council Meeting & Power Point	3,903.00		(34.82)	34.82	3,937.82
700	30% Concept Estimate	14,495.00	24,483.38	7,612.04	16,871.34	31,366.34
800	100% PS&E		41,381.20		41,381.20	41,381.20
EXP	Direct Expenses	57.00	10,851.00	(222.78)	11,073.78	11,130.78
RST	RST International LLC (subconsultant)	15,000.00		5,140.00	(5,140.00)	9,860.00
					-	-
	Contingency	30,000.00		30,000.00	(30,000.00)	-
	Design Optional Services		30,000.00		30,000.00	30,000.00
		139,776.00	120,499.55	39,991.39	80,508.16	220,284.16

Labor	\$74,574.38	\$169,293.38
Expenses	\$5,933.78	\$20,990.78
Total	\$80,508.16	\$190,284.16
Contigency	\$0.00	\$30,000.00
Grant Total	\$80,508.16	\$220,284.16

EXHIBIT C-1 SUPPLEMENTAL CONSULTANT FEE DETERMINATION

PROJECT: 166th Avenue NE Rechannelization Engineering Services

			N	egotiated	
Classification	Numbe	r of Hours	Х	Rate	Cost
Project Manager (Victor Saleman	nn)	38	}	\$ 222.90	\$8,470
Project Engineer (Manuel Feliber	107		\$ 184.73	\$19,766	
Design Engineer (Victor Vaskelis	• ,	180)	\$ 131.30	\$23,633
CADD Technician (Orion Ahrensf	•	129)	\$ 108.40	\$13,98
Administrative Assistant (Mary Jo		20)	\$ 85.50	\$1,71
Project Administrator (Vickie Elw	ell/Jessica Taylor)	12		\$ 102.59	\$1,23
Survey Manager (Doug Vogt)		10		\$ 187.78	\$1,87
Project Surveyor		20		\$ 106.87	\$2,13
Survey Technician		28		\$ 97.71	\$2,73
Survey 2-Person Crew	_	28	_	\$ 146.56	\$4,10
	Total Hrs.	572			
Direct Labor / Overhead	/ Fee Cost Sum	mary			\$79,64
Direct Non-Labor Cost a) Reproduction - Plans b) Reproduction - Specs c) Communication/Mail d) Travel (Vehicle Miles) e) Utility Locates f) Potholing (APS) g) Digital Imagery GeoAuto	50 Items @ 60 Items @ 5 Deliveries @ 400 Miles @ 12 Each @ 3 Each @ Lump Sum	\$12.00 \$22.00 \$25.00 \$0.565 \$90 \$2,500 \$2,500	/Each /Each /Mile /Each	\$600 \$1,320 \$125 \$226 \$1,080 \$7,500 \$0 \$10,851	
Total Non-Labor Direct Cos	t				\$10,85
Contigency (Optional Design S	Services)				\$30,09
Subtotal					\$120,590.9
Less Unspent Funds From C	Original Agreement				-\$39,991.3