

## AM NO. 10-053 (C10)

MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: March 16, 2010

**SUBJECT: APPROVAL OF SUPPLEMENTAL CONSULTANT AGREEMENT NO. 2 FOR THE SAFEWAY/BEAR CREEK WATER QUALITY FACILITY, PROJECT NO. 100369**

### **I. RECOMMENDED ACTION:**

Approve the attached Supplemental Consultant Agreement No. 2 for the final design of the Redmond Way Stormwater Trunk with RW Beck, Inc., in the amount of \$191,996, and authorize the Mayor to sign the agreement.

Authorize staff to acquire necessary right-of-way or easements for placement of drainage improvements as required.

### **II. DEPARTMENT CONTACT PERSONS:**

Bill Campbell, Director of Public Works	425-556-2733
Ron Grant, Assistant Public Works Director/City Engineer	425-556-2742
Michael Haley, Project Manager	425-556-2843

### **III. DESCRIPTION:**

#### **Project Purpose**

In the fall 2006, the City Council approved a Regional Facilities plan that will transform the Downtown stormwater infrastructure. This transformation will allow redevelopment in our Downtown core by addressing the stormwater impacts associated with that development up front. Developers and City projects will contribute to the cost of these facilities. This regional approach will result in larger improvements to water quality than development could alone. The City of Redmond is proceeding with this new initiative to retrofit the most urbanized portions of the city to improve water quality in its streams and to conform to current regulatory standards for stormwater management. This new initiative includes implementing and executing capital improvement projects to construct regional stormwater facilities at strategic locations in the city to provide the greatest improvement to stormwater in the most economical manner.

## **Background**

Redmond's City Center watershed is made up of about 500 acres of commercial and residential development that drains to the Sammamish River. To retrofit this watershed, the City is planning and constructing regional facilities. The recently completed McRedmond Water Quality Facility, which is located in the parking lot of Luke McRedmond Landing Park, was the first of these six new projects. The Leary Way Stormwater treatment wetland, the second facility constructed, was constructed with the Bear Creek Parkway Project. The Redmond Way Stormwater Trunk and Water Quality Facility, the third and fourth projects, have been combined in design and are scheduled to begin construction in 2010 and 2011. This supplemental agreement is for engineering services for the final design of the Safeway Bear Creek Water Quality Facility, which is scheduled to begin construction in 2010.

## **Project Description**

The Safeway Bear Creek Water Quality Facility will treat and convey all stormwater runoff from the paved areas on the west side of the Bear Creek shopping center. This small drainage area, which discharges to Bear Creek, is all that will remain after flows are redirected to the Redmond Way Stormwater Trunk and Water Quality regional facilities.

The next phase of this design effort will finalize the Safeway Bear Creek Water Quality Facility design in anticipation of construction beginning in the summer of 2010. The design effort will also define the easements and right-of-way needed to implement the project. This supplemental agreement scope incorporates the final design for the Safeway Bear Creek Water Quality Facility.

## **Consultant Selection**

RW Beck, Inc. was originally selected to provide design services for the Regional Facilities plan, which includes the Safeway Bear Creek Water Quality Facility in 2008. Staff determined RW Beck, Inc. to be the most qualified firm to provide final design services for the entire project based on their prior experience with the Redmond Way Stormwater Trunk and Water Quality Facility project and strong performance on other City projects.

Negotiations were held with RW Beck, Inc. to finalize the scope of work and complete the supplemental consultant agreement. The attached agreement will provide completed plans, specifications and estimate (PS& E) suitable for bidding and construction of the Safeway Bear Creek Water Quality Facility. The consultant agreement is the City's standard agreement form. The City Attorney and Risk Manager will review and approve the agreement prior to signature by the Mayor.

**IV. IMPACT:**

A. Service/Delivery: This project will result in final design for the Safeway Bear Creek Water Quality Facility.

B. Fiscal:

**Design:**

RW Beck Inc. Supplement No. 1 (preliminary design)	\$ 75,931
RW Beck Inc. Supplement No. 2 (final design)	191,996
City Administration	<u>20,000</u>
<b>Total</b>	<b>\$287,927</b>

**Funding:**

Stormwater CIP	\$287,927
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**V. ALTERNATIVES:**

Council could choose not to approve the preliminary design report and supplemental consultant agreement, however this action would delay the Safeway Bear Creek Water Quality Facility design and construction.

**VI. TIME CONSTRAINTS:**

The current schedule is to complete the water quality design for bidding in the summer of 2010 and construct the facility before the end of 2010.

**VII. LIST OF ATTACHMENTS:**

- A. Vicinity Map
- B. Consultant Agreement

\_\_\_\_\_  
/s/  
William J. Campbell, Director of Public Works

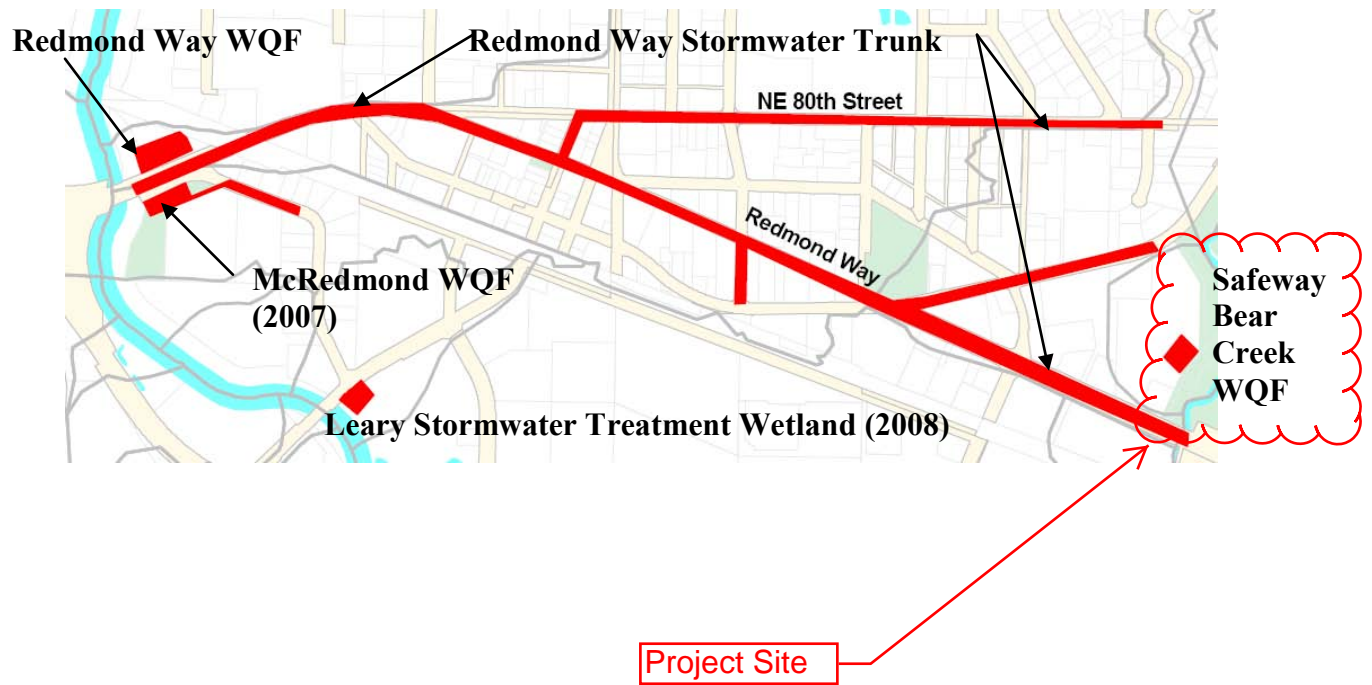
3/5/10  
Date

Approved for Council Agenda \_\_\_\_\_  
/s/  
John Marchione, Mayor

3/5/10  
Date

# ATTACHMENT A

## VICINITY MAP



**ATTACHMENT B**

**Redmond Way Stormwater Trunk and Safeway Bear Creek Water Quality Facility  
Project Nos. 101120 / 101114 / 100369**

**SUPPLEMENTAL AGREEMENT NO. 2**

This SUPPLEMENTAL AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, between the City of Redmond, Washington, hereinafter called the CITY, and RW Beck Inc., hereinafter called the CONSULTANT, amends an earlier Agreement (AGREEMENT) dated January 28, 2008.

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-2 attached hereto.

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the completion date for all work to read January, 2012.

**III**

Section V, PAYMENT, shall be amended to compensate the CONSULTANT for the work described in Exhibit A-2.

A breakdown of the CONSULTANT'S cost proposal is attached hereto as Exhibit B-2. 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.

<b>Summary</b>				
<b>Description</b>	<b>Original Agreement</b>	<b>Supplement No. 1</b>	<b>Supplement No. 2</b>	<b>Total</b>
Labor Cost	\$1,160,226	\$711,443	\$159,726	\$2,031,395
Reimbursables	\$28,616	\$30,032	\$1,270	\$59,918
Total	\$1,188,842	\$741,475	\$160,996	\$2,091,313
Contingency	\$182,359	\$100,000	\$31,000	\$313,359
<b>Grand Total</b>	<b>\$1,371,201</b>	<b>\$841,475</b>	<b>\$191,996</b>	<b>\$2,404,672</b>

**EXECUTION**

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

*R. W. Beck Inc.*

CITY OF REDMOND

By \_\_\_\_\_

By \_\_\_\_\_  
John Marchione, Mayor

\_\_\_\_\_  
(Title)

Attested:

By \_\_\_\_\_  
City Clerk

Approved as to Form:

By \_\_\_\_\_  
City Attorney

# EXHIBIT A-2

## SCOPE OF SERVICES

### PROJECT SCOPE

The work described below is to provide design services for the Bear Creek Water Quality Facility located in Bear Creek Park west Bear Creek Trail. The proposed facility is part of a Regional Stormwater Facilities Plan that is supported by the Washington State Department of Ecology.

These services comprise the second Amendment to the original scope of work that was initiated the beginning of 2008. Amendment 1 (Consultant Agreement Supplement No. 1, October 20, 2009) included a task for the development of a 30 percent complete design to serve as a permit submittal for the Bear Creek Park Water Quality Facility (a.k.a. the Safeway Bear Creek Water Quality Facility). Work included in the second amendment is for services to complete the final design and produce construction documents for the water quality facility. Work completed under the second amendment will be tracked as a separate task (Task 22) and associated sub-tasks under the main agreement

### TASK 22.1 Design Confirmation

The purpose of this task is to confirm the project design and support the subsequent final design of the Bear Creek Park Water Quality Facility. Included will be a field meeting with stakeholders to review the permit submittal and make any final adjustments deemed necessary. The initial field meeting will also identify any additional data to be obtained in subsequent tasks. The Consultant will address comments received in the field, propose adjustments to the plans as necessary and then meet with the City again to obtain final confirmation of the proposed design before proceeding into final design. The Consultant will prepare a draft Design Confirmation Memorandum summarizing the decisions made concerning the facility design. The memorandum will be submitted to the City as a draft for review and comment. A final version of the memorandum will be prepared and submitted to the City as a part of the final design documents. The final Design Confirmation Memorandum will include any subsequent design alterations that needed to be made during the final design of the facility.

#### Task 22.1 Assumptions

- The City will coordinate the meetings.

## SCOPE OF WORK

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- Field reconnaissance under this task will be conducted on properties accessible by the public. No reconnaissance will be conducted on properties restricted by the public unless prior approval has been obtained by the City.
- The City will reconcile any conflicting review comments and consolidate all review comments onto a single file of submitted reports before returning them to the Consultant for responses.

### Task 22.1 Deliverables

- Five (5) paper copies and an electronic file (PDF and MS Word files) of the Draft Design Confirmation Memorandum.
- Five (5) paper copies and an electronic file (PDF and MS Word files) of the Final Design Confirmation Memorandum (submitted at the completion of design).

## TASK 22.2 GEOTECHNICAL ANALYSES (GEOENGINEERS)

This task covers geo-technical work beyond task 15.3 of Supplemental Agreement Number 1 for preparation of a project-specific Geotechnical Report and geotechnical support work. The Consultant will conduct investigations and/or analyses to provide geotechnical recommendations and site performance information for the final design of the proposed stormwater treatment facility. Design services will consist of the following tasks:

- Review geologic maps, topographical maps, and geotechnical engineering studies of the site and vicinity, as available and appropriate.
- Perform a reconnaissance of the project area.
- Evaluate pertinent physical and engineering characteristics of the soils based on the existing borings completed at the site, our experience based on the geologic setting and from the results of additional test pit excavations to be completed at key structure locations. We plan on completing 4 to 6 test pits or borings that will each extend to depths of 6 to 25 feet depending on location.
- Perform laboratory tests on samples derived from the field explorations. Tests will likely include soil moisture content and sieve analyses.
- Provide design recommendations for site preparation and earthwork including clearing criteria, suitability of on-site soils for use as structural fill including any constraints for wet weather construction, gradation criteria for any structural fill material which may have to be imported, fill placement and compaction requirements, and pond liner materials and placement.



- Provide recommendations for sedimentation and erosion control during and following construction, and permanent site drainage.
- Discuss considerations of stormwater infiltration performance.
- Discuss seismicity at the site and evaluate the earthquake engineering aspects of the project, including ground liquefaction and lateral spreading potential. If liquefaction is a concern, recommendations will be presented for methods to mitigate the effects of liquefaction.
- Address City of Redmond sensitive areas ordinance issues as they pertain to geotechnical and geological considerations.
- Provide design assistance and consultation regarding geotechnical issues that arise during the design phase. We will also attend project meetings. These services will be provided as requested.
- Prepare draft and final written design reports containing the results of our field work, and our conclusions and recommendations.

### Task 22.2 Assumptions

- The City will obtain rights-of-entry as needed to complete the field investigations.
- The City will reconcile any conflicting review comments and consolidate all review comments onto a single file of submitted reports before returning them to the Consultant for responses.
- The Consultant will utilize all existing geotechnical data available from nearby projects.
- Chemical testing of soil samples will not be required.
- Existing groundwater monitoring wells will be used to estimate seasonal water surface elevations.

### Task 22.2 Deliverables

- Five (5) paper copies of the preliminary draft Geotechnical Report for internal team review;
- Five (5) paper copies of the preliminary draft Geotechnical Report for internal team review;
- Review of the 90 percent Plans and Specifications Memorandum.

### TASK 22.3 SURVEYING AND BASE MAPPING

This task covers survey work that was not conducted under Task 15.4 of Supplemental Agreement Number 1. Specifically, this work is for preparation of a project-specific base map that will be used for project design and in the contract plans.

1. Topographic Survey  
Provide a site topographic survey of the project area. The mapping will be developed to two-foot contour intervals. Measurements will be provided at abrupt changes of grade such as slopes, curbs, walls, rockeries, structures, and edge of concrete or asphalt. The survey will include the measurement of existing surface features, exterior building corners, visible structures, manholes, catch basins, planters, fences, walkways, paths, significant trees, parking areas, and surface indications of underground utilities within the project limits. Additional spot measurements will be taken in the vicinity at the north and south end of the proposed water quality facility where the cut slopes and wall tie in with undisturbed ground.
2. Document Recovery  
Provide for the recovery of document and/or records from Reid Middleton project number 252004.020.
3. Tree area survey  
Locate (or mark trees removed) in the area shown.
4. Survey Control and Datum
  - a. The survey will be based on the City of Redmond coordinate system that is based on Washington State Plane Coordinate system NAD83-91 horizontal datum and on NAVD88 vertical datum in US Survey feet units.
5. Quality Control
  - a. Provide a quality assurance walk-through of the survey prior to final submittal of the drawing to the R. W. Beck.
  - b. The work will be performed under the supervision and approval of a licensed Professional Land Surveyor. The licensed surveyor shall review and approve the survey information and drawing for completeness, elimination of conflicts or omissions, and to ensure the technical survey accuracy.
6. Deliverables
  - a. Prepare the survey mapping on 1" = 20' scale with the Reid Middleton title block and border on standard sheet size. All sheets will be oriented with North at the top of the page.
  - b. Provide two bond prints of the topographic survey and one CD-ROM disk of the electronic drawing. The drawing will be developed in AutoCAD version 2007 format. All professional stamps shall be removed from electronic submittals.

### Task 22.3 Assumptions

- The City of Redmond will provide Consultant access to “as-constructed” City utility drawings to assist in the determination of underground utilities within the project limits.
- The City will obtain all needed rights-of-entry necessary to conduct the field survey.
- The Consultant will rely on property lines, right-of-way lines, easement and boundary lines that were previously determined on the 2004 topographic survey.
- These services do not include marking of underground utilities.
- Wetland flags set by others will be located within the survey limits.

### Task 22.3 Deliverables

- One paper copy and an electronic copy of the site survey base maps to be used for design. Base maps will include all existing utility as-built information in addition to the utility locates. Survey mapping will be provided in electronic format developed in Autodesk Land Development version three and converted to AutoCAD version 2007 electronic format.

## TASK 22.4 HYDROLOGIC, HYDRAULIC AND WATER QUALITY ANALYSES

The Consultant will conduct supplemental hydrologic, hydraulic and water quality analyses in support of the final design of the water quality facility. Analyses completed in support of the design will be documented in the final design confirmation memorandum.

### Task 22.4 Deliverables

- Results of the analyses completed under this task will be incorporated into the final Design Confirmation memorandum.

### TASK 22.5 PERMITTING COORDINATION

This task involves project permitting and agency coordination to support permit acquisition for project permit applications that have been previously submitted. Because the effort to assist on permit acquisition is difficult to define, the effort associated to this task is limited to the available budget. HDR, which assisted with the preparation of permit documents for this project in 2009, will continue to provide project assistance and review of contract documents to ensure compliance with permit conditions. An allowance of \$5,000 has been assumed for this work.

The Consultant will prepare a preliminary Stormwater Pollution Prevention Plan (SWPPP). The SWPPP will be a draft with the expectation that the Contractor will need to prepare a final SWPPP based upon the construction plan.

#### Task 22.5 Deliverables

- Five (5) paper copies and an electronic file (PDF and MS Word files) of the preliminary Stormwater Pollution Prevention Plan (SWPPP).

### Task 22.6 60 PERCENT COMPLETE DESIGN

The Consultant will prepare the 60 percent complete plans, specifications, and estimate of the Bear Creek Park stormwater treatment facility. The 60 percent complete plans will advance the preliminary design completed in support of the permit applications. The 60 percent complete plans, specifications, and cost estimate will include work required by permit conditions from the City and permitting agencies including mitigation plans. The 60 percent design will be submitted for review and comment to the City.

#### Task 22.6 Assumptions

- The 60 percent complete design for the Bear Creek Park Water Quality facility will not be combined with the Redmond Way trunk line design package and submitted to the City for review.
- Amendments to the Standard Specifications and Special Provisions will be included.
- Specifications will be based on the City Standard Specifications.
- The City will consolidate all review comments on the submitted draft documents reconcile any conflicting comments as necessary before returning the comments to the Consultant.
- The City will coordinate the design review meetings and arrange for the attendance of City staff as appropriate.

- Standard details are not included in the plan set. They will be included in an appendix to the specifications.
- One contract document will be prepared.

### Task 22.6 Deliverables

- Eight (8) half-size copies and an electronic file (AutoCAD or Microstation format) of the 60 percent plan set;
- Eight (8) copies and an electronic file (MS Word or PDF) of the 60 percent specifications;
- Six (6) paper copies and an electronic file (PDF and MS Word or EXCEL formats) of the 60 percent estimate; and

### TASK 22.7 90 PERCENT COMPLETE DESIGN

The Consultant will prepare the 90 percent complete plans, specifications, and estimate of the Bear Creek Park stormwater treatment facility. The 90 percent complete plans, specifications, and cost estimate will include work required by permit conditions from the City and permitting agencies including mitigation plans. The design package will be submitted for review and comment to the City.

#### Task 22.7 Assumptions

- The 90 percent complete design for the Bear Creek Park Water Quality facility will not be combined with the Redmond Way trunk line design package and submitted to the City for review.
- The City will consolidate all review comments on the submitted 90 percent design plans, specifications, and estimates and reconcile any conflicting comments as necessary before returning the comments to the Consultant.

#### Task 22.7 Deliverables

- Eight (8) half-size copies and an electronic file (AutoCAD or Microstation format) of the 90 percent plan set;
- Six (6) paper copies and an electronic file (PDF and MS Word or EXCEL formats) of the 90 percent estimate; and
- Six (6) paper copies and an electronic file (PDF or MS Word format) of the 90 percent specifications.

### TASK 22.8 100 PERCENT COMPLETE DESIGN

The Consultant will prepare the 100 percent complete plans, specifications, and estimate of the Bear Creek Park stormwater treatment facility. The 100 percent complete plans, specifications, and cost estimate will include work required by permit

## SCOPE OF WORK

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conditions from the City and permitting agencies including mitigation plans. The design package will be submitted for review and comment to the City.

The Consultant will respond to comments received on the 100 percent completed design documents and produce camera ready plans, specifications and estimate based on the final design.

### Task 22.8 Assumptions

- The 100 percent complete design for the Bear Creek Park Water Quality facility will be combined with the Redmond Way trunk line design package and submitted to the City for review.
- The City will consolidate all review comments on the submitted 100 percent design plans, specifications and estimates and reconcile any conflicting comments as necessary before returning the comments to the Consultant.
- The level of effort on the bid documents set assumes there are no major design decision changes after the 90 percent submittal and few changes in the 100 percent submittal.

### Task 22.8 Deliverables

- Eight (8) half-size copies and an electronic file (AutoCAD or Microstation format) of the 100 percent plan set, including bond in bid documents;
- Six (6) paper copies and an electronic file (PDF and MS Word or EXCEL formats) of the 100 percent estimate;
- Six (6) paper copies and an electronic file (PDF or MS Word format) of the 100 percent specifications, including bid documents; and
- One original stamped set of bid ready plans and specifications including electronic forms.

## TASK 22.9 BID AND AWARD ASSISTANCE

This task involves coordinating with the City and providing assistance as necessary during the advertisement and award of the contract for construction. An allowance of up to 8 hours has been assumed for this task. This work may include:

- Answer technical questions from prospective bidders and their subcontractors/suppliers.
- If necessary, produce addenda during the bidding phase to correct, amend, or clarify information presented in the Contract Documents.

### Task 22.9 Assumptions

- It is assumed that the City will be responsible for:
  - Printing documents for advertisement;

- Advertising and distributing bid documents, answering administrative questions from bidders during the bid phase, conducting bid opening, review bids, preparing bid tab and award the construction contract;
- Maintaining a plan-holders list;
- Sending addendums to bid holders;
- Coordinating with the Consultant during the bid phase to determine addenda required; and
- Distributing addenda to various plan-holders.

#### Task 22.9 Deliverables

- Addenda items and document clarifications: one copy in two electronic formats (Word and PDF) delivered to the City via e-mail.

### TASK 22.10 RECORD DRAWINGS

This task involves compiling surveyed field mark-ups from the Contractor into a final record drawing set.

#### Task 22.10 Assumptions

- No survey or field work is required.
- The City will provide the Contractor's final field mark-ups.
- A draft and final submittal will be prepared for the City.

#### Task 22.10 Deliverables

- Draft submittal:
  - Eight (8) half-size copies and an electronic file (AutoCAD or Microstation format) of the draft record drawing set for the Bear Creek Park Water Quality Facility project.
  - One (1) full size bond copy of the draft record drawing set.
- Final submittal:
  - Eight (8) half-size copies and an electronic file (AutoCAD or Microstation format) of the final record drawing set for the Bear Creek Park Water Quality Facility project.
  - One (1) full size mylar copy and one (1) half-size mylar copy of the final record drawing set.

## Exhibit B-2

### Consultant Fee Determination

Project Name: Stormwater Treatment Wetland  
Project Number:  
Consultant: R.W. Beck

#### NEGOTIATED HOURLY RATES

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Project Principal/PM	28	\$229	\$6,412
Senior Engineer	44	\$198	8,712
Project Engineer	143	\$162	23,166
Staff Engineer	459	\$130	59,670
Junior Engineer	266	\$96	25,536
CADD	197	\$96	18,912
Editor	3	\$105	315
Project Assistant	0	\$86	0
Financial Operations	0	\$90	0
Subtotal:	1,140		\$142,723

#### REIMBURSABLES

Mileage (inc car rental)	\$	240
Reproduction (Mylars only)	\$	560
Miscellaneous	\$	200
Computer	\$	
Subconsultant B&O Tax	\$	270
Subtotal:		\$1,270

#### SUBCONSULTANT COSTS

HDR	\$11,777
ReidMiddleton	\$0
GeoEngineers	\$5,226
Subtotal:	\$17,003

**TOTAL** \$160,996  
**CONTINGENCY** \$31,000  
**GRAND TOTAL** \$191,996