

AM NO. 10-084 (C.15)

MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: April 20, 2010

SUBJECT: **APPROVAL OF SUPPLEMENTAL CONSULTANT AGREEMENT NO. 1 FOR SOUTHEAST REDMOND REGIONAL INTERIM POND A, PROJECT NO. 100380**

I. RECOMMENDED ACTION:

Approve Supplemental Consultant Agreement No. 1 with Dowl HKM for the Southeast Redmond Regional Interim Pond A, Project No. 100380, in the amount of \$30,320.33, and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS:

Bill Campbell, Director of Public Works	425-556-2733
Ron Grant, Assistant Public Works Director/City Engineer	425-556-2742
Steve Hitch, Senior Stormwater Engineer	425-556-2891

III. DESCRIPTION:

City staff developed a conceptual plan for five regional stormwater ponds to meet current and future stormwater management needs for SE Redmond. A consultant team is working on further developing this facilities plan, and City staff will report back to Council on these efforts this summer. The first pond to be constructed, known as Pond A, is an expansion of an existing pond, located at the Metro Van Distribution center; at the SW corner of Union Hill Road and 188th Ave NE. The City purchased this property in 2009 in anticipation of constructing the Pond A project.

In its final configuration, Pond A will provide water quality and detention for the undeveloped area south of Union Hill Road and the future extension of 188th Ave NE. The full capacity of this pond is not needed until the area develops; however, per the City's 2009 Interlocal Agreement with the County, some expansion of the existing pond is necessary to provide capacity for the portion of Union Hill Road that King County is modifying as part of their Novelty Hill Road Project. In order to meet this commitment an incremental expansion of the existing pond is being designed and is planned for

construction this summer (Interim Pond A). This supplemental agreement will complete final design and construction documents for an incremental expansion of the existing pond (Interim Pond A). The interim pond is being designed to minimize or eliminate the potential for any rework associated with building the pond in phases.

In the event that the City is able to reach agreement by May with the Taylor/Magnussen property developer to have Final Pond A constructed in 2010, as part of development improvements, then Interim Pond A will not be built. If the City is unable to reach that agreement prior to May, then staff will proceed with construction of the interim pond this summer, and Final Pond A would be built in the future.

Consultant Selection

DOWL HKM., under private contract, completed the design for Pond A as part of a proposed development project. Given their familiarity with the project area and the completed design, they were evaluated and determined to be the most qualified firm for this project. A Scope of Work has been negotiated and a fair and reasonable price determined. The attached Supplemental Agreement is a standard City agreement. It will be reviewed by the City Attorney and Risk Manager prior to signature by the Mayor.

IV. IMPACT:

A. Service/Delivery:

This Supplemental Consultant Agreement will provide for the final design of Interim Pond A to provide flow control and water quality treatment for public roads.

B. Fiscal:

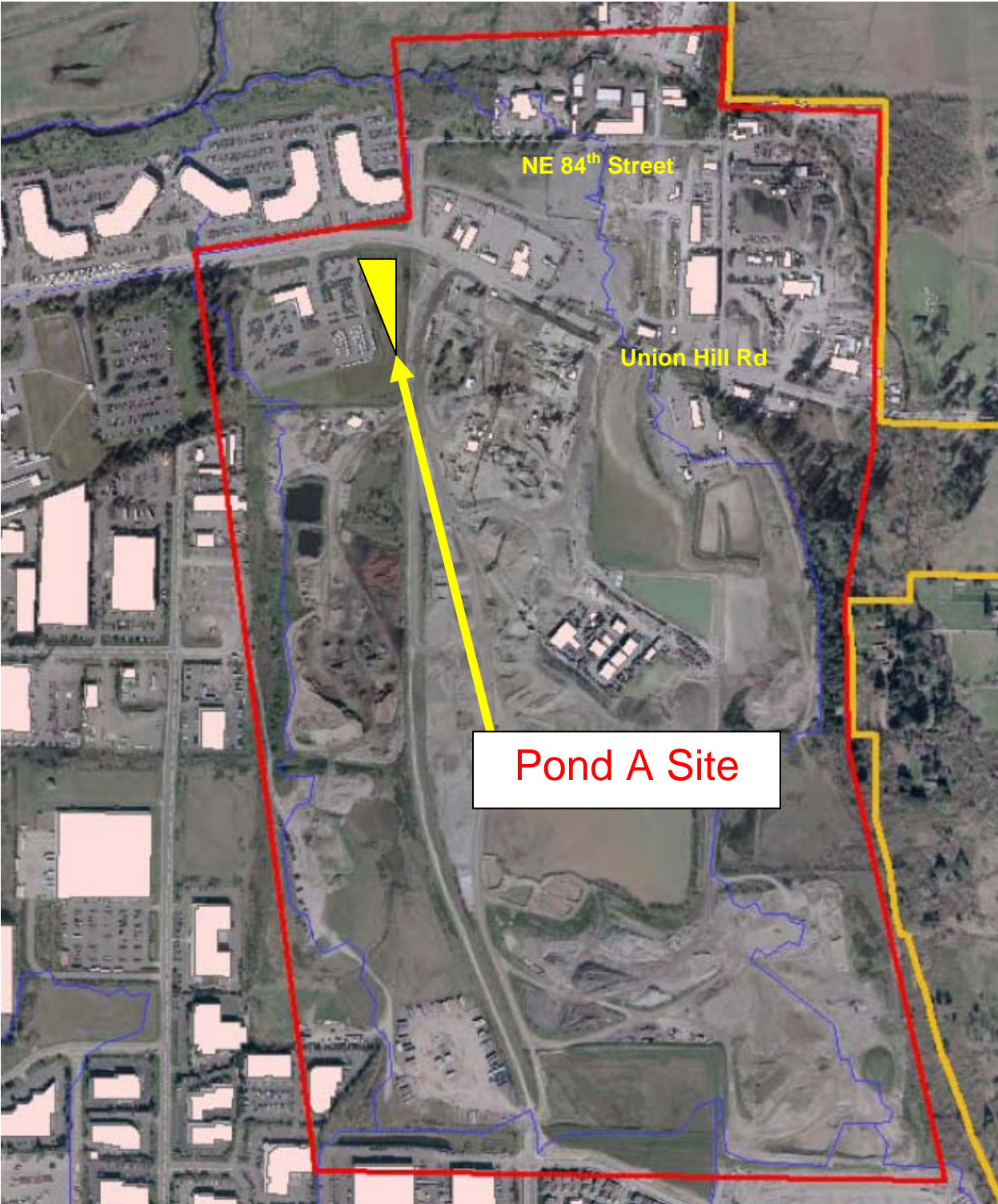
Project Costs

Consultant Agreement	\$24,968
Supplemental Agreement No. 1	30,320
City Administration	<u>10,000</u>
Total	\$65,288

Project Funding

Stormwater CIP	\$65,288
----------------	----------

Attachment A – Vicinity Map



ATTACHMENT B

**SE Redmond Regional Interim Pond A
Project No. 100380**

SUPPLEMENTAL AGREEMENT NO. 1

This SUPPLEMENTAL AGREEMENT, made and entered into this ____ day of _____, 2010, between the City of Redmond, Washington, hereinafter called the CITY, and DOWL HKM, hereinafter called the CONSULTANT, amends an earlier Agreement (AGREEMENT) dated February 19, 2010.

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 30, 2010.

III

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 B-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	Supplement No. ____	Total
Labor Cost	\$22,968.56	\$23,320.33		\$46,288.89
Subconsultant	\$0	\$0		\$0
Reimbursables	\$2,000.00	\$2,000.00		\$4,000.00
Total	\$24,968.56	\$25,320.33		\$50,288.89
Contingency	\$0	\$5,000.00		\$5,000.00
Grand Total	\$24,968.56	\$30,320.33		\$55,288.89

EXECUTION

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

Otak, Inc.

CITY OF REDMOND

By _____

By _____

John Marchione, Mayor

(Title)

Attested:

By _____

City Clerk

Approved as to Form:

By _____

City Attorney

EXHIBIT A-1

SCOPE OF EXTRA WORK

Phase 1A – Extra Work Project Management and Administration

CONSULTANT will monitor project effort and budget, and provide reviewed invoices to the CITY.

Phase 5 – Final Documents

Task 5A – 100% Civil Plans

CONSULTANT will prepare a set of final civil construction plans providing information per CITY requirements. Plans will meet the final agreed upon conditions for the project and will fulfill the requirements of CITY permit application submittal checklists. CONSULTANT will provide the anticipated following revised drawings (an anticipated 24 sheets, plus those prepared by others) for permit submittal and bidding:

- C0.0 – Project Information and Cover Sheet,
- C0.1 – Redmond and Standard Notes,
- C1.0 – Existing Boundary Survey at 1" = 40' scale,
- C1.1 & C1.2 – Existing Boundary and Topographic Survey at 1" = 20' scale,
- C2.0 – Overall TESC Plan at 1" = 40' scale,
- C2.1 & C2.2 – TESC Plans at 1" = 20' scale,
- C3.0 – Demolition Plan at 1" = 40' scale,
- C4.0 – Overall Site Grading and Drainage Plan at 1" = 40' scale,
- C4.1 & C4.2 – Site Grading and Drainage Plans at 1" = 20' scale,
- C4.3 – Stormwater Facility Sections and Details,
- C4.4 – Stormwater Profiles and Details,
- L1.0 – Overall Planting Plan at 1" = 40' scale,
- L1.1 – L1.2 – Planting Plans at 1" = 20' scale,
- L1.3 – Planting Schedule, Notes, and Details,
- L2.0 – Overall Irrigation Plan at 1" = 40' scale,
- L2.1 & L2.2 – Irrigation Plans at 1" = 20' scale,
- L2.3 – Irrigation Schedule, Notes, and Details, and
- L2.4 & L2.5 – Irrigation Details.

Task 5B – Final Stormwater Technical Information Report (TIR)

CONSULTANT will prepare a Final Stormwater Technical Information Report per item IIIIF of the CITY Application Requirements.

Task 5C – Final Project Manual

CONSULTANT will prepare a Final Project Manual based upon template and example documents provided by the CITY.

Task 5D – Final Engineer's Estimate

CONSULTANT will prepare and provide a final engineer's estimate of probable cost for items included in the civil design package. This estimate can be used for civil items budget estimates.

Task 5E – Notice of Intent (for Department of Ecology Construction Stormwater General Permit)

CONSULTANT will finalize and submit a Notice of Intent with the State Department of Ecology.

Task 5F – SWPPP (for Department of Ecology Construction Stormwater General Permit)

CONSULTANT will finalize and submit a SWPPP to the State Department of Ecology.

Task 5G – Coordination and Meetings

CONSULTANT will attend associated design team and coordination meetings in support of this phase of the project.

Phase 6 – King County VDC SUP, Construction Easement and Coordination

CONSULTANT anticipates that a Special Use Permit and a temporary construction easement will be necessary for work to occur on the VDC lot. Coordination between the City and King County will be required. CONSULTANT will prepare easement exhibits and coordinate with the CITY and the County.

Phase 7 – Bidding Phase Services

CONSULTANT will assist the CITY in preparation, coordination, and award of the project bid.

Phase 8 – Construction Phase Services

CONSULTANT will provide limited services during project construction. In general, those services (described below) would support the CITY's primary contract administration role by providing the following services in the following areas:

- Pre-construction Meeting – CONSULTANT will attend pre-construction meeting(s) between the contractor, CITY and consultants.
- Contractor Support – CONSULTANT will respond to contractor inquiries in the form of written requests for information originated by the general contractor and routed through the architect. CONSULTANT will participate in efforts to resolve problems and questions that arise during construction.
- Construction Observation – CONSULTANT will visit the site to observe the progress of construction.
- Shop Drawing Review – CONSULTANT will review contractor and supplier furnished shop drawings and route responses through the architect.
- Punch List – At the conclusion of site construction, and CONSULTANT will conduct a site visit and observe the completeness of site construction. CONSULTANT will assist the contractor in preparing a punch list, observing corrective measures, and coordinating with agency officials in obtaining acceptance of the work.

Phase 9 – Record Drawings

The CITY typically requires comprehensive record drawings, both in hard copy and electronic format. CONSULTANT will prepare record drawings for the project in accordance with the CITY record drawings requirements and based upon contractor redlines and a limited as-built survey (not included) of the completed project. The as-built survey data may be provided by the contractor's construction staking firm. CONSULTANT can provide both staking and as-built surveying as extra work and if requested. The proximity of CONSULTANT's office to the site and City Hall can facilitate quick response to the contractor's needs.

Phase 4A – Extra Work Project Reimbursable Expenses

Typical project reimbursable expenses are described in the CITY's standard contract terms and conditions. The project expenses under this contract will be billed as a separate phase on CONSULTANT's invoices.

ASSUMPTIONS

This scope of work is based on the following assumptions and qualifications. If further investigation into the project discloses conditions other than those assumed, CONSULTANT will advise you and assist in making appropriate adjustments to the scope of work and budget:

1. All application, inspection, permitting, recording or other agency fees are to be paid directly by CITY or others.
2. CITY is to provide a current title report and all supporting documents referenced in said report.
3. The design of the project will be based on the geotechnical report prepared for the proposed regional facility.
4. All utility work within five feet of buildings will be designed by others.
5. All construction will be bid or negotiated under a single contract, without alternatives that require additional drawings.
6. The CITY has already initiated contact and coordination efforts with the County with respect to the Special Use Permit and the temporary construction easement. The CITY will continue to participate in coordination and related efforts.
7. The scope of work in this proposal does not include off-site improvements other than those described in the scope of work.
8. All work will be based on a boundary and topographic survey prepared for the proposed regional facility. That survey was prepared in AutoCAD® and hard copy format.
9. Collection of as-built data is not included.
10. Budget allocations can be shifted by CONSULTANT within the total budget amount.

EXHIBIT B-1

CONSULTANT FEE DETERMINATION

PROJECT: SE Redmond Regional Interim Pond A

NEGOTIATED HOURLY RATES:

<u>Classification</u>	<u>Hours</u>	x	<u>Rate (\$)</u>	=	<u>Cost</u>
<i>Engineer V (Bob Schildgen)</i>	0		154.51		\$ 0.00
<i>Engineer IV (Chris Kovac)</i>	113.5		122.96		\$ 13,955.96
<i>Engineer III (Jennifer Haven)</i>	24.0		122.96		\$ 2,951.04
<i>Eng. Tech III (Greg Tredway)</i>	27.5		61.48		\$ 1,690.70
<i>PLS IV (Robert Fitzmaurice)</i>	8		161.24		\$ 1,289.92
<i>PLS III (Paul Rice)</i>	0		120.92		\$ 0.00
<i>Survey Tech (J. Nick Miller)</i>	33.0		78.25		\$ 2,582.25
<i>Landscape Arch IV (Kevin Doniere)</i>	7.0		105.07		\$ 735.49
<i>Landscape Planner (Sarah Keown)</i>	14.0		72.29		\$ 1,012.06
<i>Admin Assistant (Linda Finch)</i>	9.0		64.27		\$ 578.43

TOTAL = \$ 23,320.33

REIMBURSABLES:

Estimated = \$ 2,000.00

SUBCONSULTANT COSTS = \$ 0

TOTAL = \$ 25,320.33

CONTINGENCIES: = \$ 5,000

GRAND TOTAL: = \$ 30,320.33