

MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: May 1, 2012

SUBJECT: AWARD OF BID AND SUPPLEMENTAL AGREEMENT NO. 2 FOR

REDMOND WAY OVERLAY, 132ND AVENUE NE TO BEAR CREEK

PARKWAY, PROJECT NO. 20010996

#### I. RECOMMENDED ACTION:

Approve the award of bid for Redmond Way Overlay, 132<sup>nd</sup> Avenue NE to Bear Creek Parkway, Project No. 20010996, to Watson Asphalt Paving Co., Inc., of Redmond, Washington, for the bid amount of \$2,231,414 and authorize the Mayor to sign the construction contract.

Approve Supplemental Agreement No. 2 with Perteet Engineering, Inc., for engineering services for Redmond Way Overlay, 132<sup>nd</sup> Avenue NE to Bear Creek Parkway, Project No. 20010996, in an amount not to exceed \$124,343, 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
Joseph O'Leary, Project Manager	425-556-2738

#### III. DESCRIPTION:

On October 5, 2010, City Council approved the 2011-16 Transportation Improvement Program and authorized a grant agreement for the Redmond Way Overlay project. As a result of this action, the City is receiving a \$2,655,000 grant for pavement overlay by agreeing to take ownership of the former State Route 908 (Redmond Way). The federal grant will fund resurfacing and other work on Redmond Way from 132<sup>nd</sup> Avenue NE to 164<sup>th</sup> Ave NE. The work will be done in two phases.

The Redmond Way Overlay, 132<sup>nd</sup> Ave NE to Bear Creek Parkway project is the first phase of a federally-funded project for rehabilitating Redmond Way. The length of this

City Council Meeting May 1, 2012 Award of Bid and Supplemental Agreement No. 2 for Redmond Way Overlay, Project No. 20010996 Page 2

phase of the project is approximately 1.8 miles. The project will repair fatigued pavement areas, construct handicap ramps to current guidelines, replace deteriorated road drainage pipes, and overlay the roadway curb to curb with hot mix asphalt. The project also includes lane rechannelization and signal loop replacements. Any remaining funds for this phase of the project will be used for phase 2. Also included in this project is approximately \$166,000 of non-grant funded stormwater pipe replacement. Public Works staff collaborated to include this installation to complete any known underground work before the application of the new pavement overlay.

The Redmond Way Overlay project is scheduled to begin in May; and could extend into October 2012. Redmond Way is a primary arterial, and the current posted speed limit is 40 mph in the project area. With public safety of the utmost concern, and in accordance with Redmond Municipal Code 10.24.047 "Procedure for temporary closure or restriction," The Public Works Department is notifying the City Council of a temporary reduction in the maximum speed limit on Redmond Way between 132<sup>nd</sup> Avenue NE and West Lake Sammamish Parkway. The Redmond Way Overlay project will have a noticeable impact on the operation of this roadway, and staff has determined that a temporary speed reduction to 30 mph is prudent. Staff reviewed alternatives to reducing the speed limit, such as roadway closures and detour routes, and determined that even with some of these measures, a speed reduction is still warranted. City staff and its contractor will make the appropriate notifications to motorists, and will publish a legal notice in the newspaper three days prior to the speed reduction. The revised speed limit will be posted on the roadway as a construction speed limit (black on orange signs) along with a notice to drivers that fines double in work zones. If this speed reduction is acceptable to the Council, then no further action is required.

Public Works staff has coordinated this proposed temporary speed limit change with the Redmond Police Department.

#### Bid Results

The City Clerk received bids until 2:00 p.m., April 12, 2012, and there were two (2) bidders.

The bids are summarized below.

Bidder	<b>Business Location</b>	Amount
Watson Asphalt Paving Co., Inc.	Redmond, WA	\$ 2,231,414
Lakeside Industries	Issaquah, WA	\$ 2,390,766
Engineer's Estimate		\$ 2,378,744

Staff recommends award to Watson Asphalt Paving Co., Inc., the lowest responsible bidder. The amount bid is approximately 6% below the Engineer's estimate. The contractor's references have been checked and found to be satisfactory.

City Council Meeting May 1, 2012 Award of Bid and Supplemental Agreement No. 2 for Redmond Way Overlay, Project No. 20010996 Page 3

#### Supplemental Agreement No. 2

In March 2011, the City Council approved the consultant agreement with Perteet Engineering, Inc. for \$246,831. Supplemental Agreement No. 1 was a no cost change; only to extend the contract expiration date to December 31, 2012. Supplemental Agreement No. 2 will cover additional design costs at \$49,363 and construction support services at \$64,980 during construction of the project. The total Supplemental Agreement No. 2 cost for design and construction support services is \$124,343.

#### IV. IMPACT:

A. <u>Service Delivery:</u> The project will prolong the life of pavement on this section of Redmond Way, as well as improve serviceability by decreasing noise, improving drainage, and reducing maintenance costs.

#### B. Fiscal:

#### **Estimated Project Costs:**

Project Design:

r roject Design.	
Consultant (Perteet)	\$246,831
Consultant Supplemental Agreement No. 2	49,363
City Administration	56,000
Miscellaneous	1,000
Design Subtotal	\$353,194
Design Subtotal	Ψ333,174
Construction:	
Construction Contract	\$2,231,414
Consultant (Perteet) Supplemental Agreement No. 2	74,980
City Administration	66,438
Miscellaneous	15,000
Contingencies	100,000
Construction Subtotal	\$2,487,832
Total Estimated Project Costs	\$2,841,026
Project Funding:	
Federal and State Funding	\$2,655,000
Storm CIP	166,226
Franchise Utility Reimbursement	19,800
Total Funding	\$2,841,026

City Council Meeting May 1, 2012 Award of Bid and Supplemental Agreement No. 2 for Redmond Way Overlay, Project No. 20010996 Page 4

#### V. **ALTERNATIVES:**

None.

#### VI. TIME CONSTRAINTS:

Award of bid must occur within 45 days of the bid opening or the contractors may withdraw their bids.

Construction Contract Award Construction Period

May 1, 2012 May - October 2012

#### VII. LIST OF ATTACHMENTS:

A. Vicinity Map

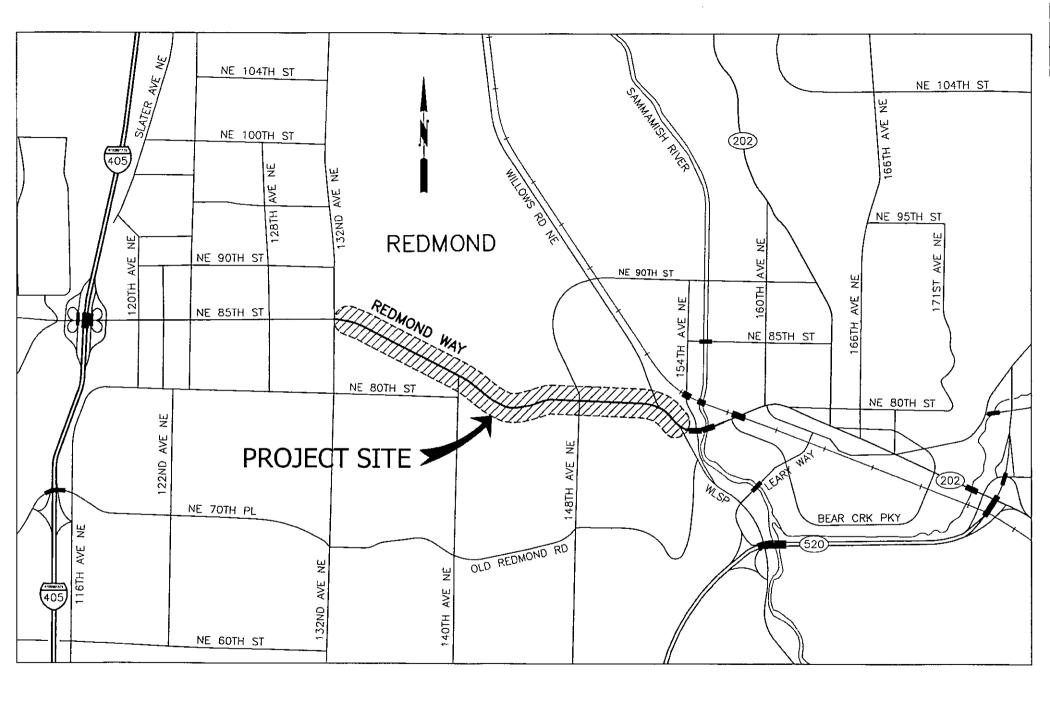
B. Supplemental Agreement No. 2

William J. Campbell, Director of Public Works

Date 1/20/12

Approved for Council Agenda

John Marchione, Mayor



# **VICINITY MAP**

NOT TO SCALE

ATTACHMENT A

# REDMOND WAY OVERLAY NE 132<sup>ND</sup> ST TO BEAR CREEK PARKWAY PROJECT NO. 20010996.17.01.03

#### SUPPLEMENTAL AGREEMENT NO. 2

This SUPPLEMENTAL AGREEMENT, made and entered into this day of	, 2012
between the City of Redmond, Washington, hereinafter called the CITY, and Perteet Engineer	ing, Inc.,
hereinafter called the CONSULTANT, amends an earlier Agreement (AGREEMENT) dated M	/larch 10,
2011.	

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 attached hereto.

H

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

A breakdown of the CONSULTANT'S cost proposal is attached hereto as Exhibit B. 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	1	Original greement	ı	pplement No. 1*	Su	pplement No. 2	Totals
Labor Cost	\$	205,736	\$	-	\$	87,547	\$ 293,283
Subconsultants	\$	17,211	\$	_	\$	20,000	\$ 37,211
Reimbursables	\$	884	\$	-	\$	6,796	\$ 7,680
Total	\$	223,831	\$	-	\$	114,343	\$ 338,174
Contingency	\$	23,000	\$	-	\$	10,000	\$ 33,000
Grand Total	\$	246,831	\$	<u>-</u>	\$	124,343	\$ 371,174

<sup>\*</sup> No cost supplement - contract time extention

## **EXECUTION**

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

PERTEET ENGINEERING,INC.	CITY OF REDMOND
By	By _ JOHN MARCHIONE, Mayor
President (Title)	
	Attested:
	ByCity Clerk
	Approved as to Form:
	By

#### **EXHIBIT A**

## SCOPE OF WORK Redmond Way Overlay

The following shall amend Section II, Scope of Work of the AGREEMENT:

#### I. FINAL ENGINEERING

This Scope of Work includes supplemental design engineering services for the Project. The estimated level of effort for these tasks is shown on the attached worksheet. Effort beyond that estimated shall be considered Extra Work in accordance with Section XIV of the AGREEMENT.

The following tasks are additional work elements that were not identified in the original Scope of Work.

Note: Task numbers correlate to the original Scope of Services.

#### Task 9 Plans, Specifications and Estimates (PS&E) Preparation

9.3 100% PS&E: The supplemental work for this task will include the following:

- Revise Pedestrian Islands/Island Detail Sheets: The CONSULTANT will revise the pedestrian island design based on the CITY's 75% review comments. The footprint of the islands will be increased in size and some of the pedestrian cut-throughs will be revised per CITY's design/comment. The CONSULTANT will run AutoTurn to confirm the design will accommodate the design vehicle identified by the CITY Traffic Engineer. The CONSULTANT will prepare island detail sheets for the 100% plan set which will include a point table providing information for the contractor to construct the islands. Pedestrian island detail sheets were not included in the original Scope of Services.
- Curb Ramp Design and Details: The CONSULTANT will revise the proposed curb ramps and details as shown in the curb ramp exhibits based on the comments from the CITY and WSDOT regarding the curb ramp replacement criteria. This task also includes additional final design effort of the ramps beyond that anticipated in the original Scope of Services.
- Lower/Raise Existing Utilities: As a result of the CITY's meetings with paving contractors regarding construction sequencing and work hours, it was determined that the contract documents will include the lowering then raising of all existing utilities within the roadway and at the curb line to allow for faster planing operations. This work element was not included in the original Scope of Services. The CONSULTANT will determine the work involved for the lowering and raising of each utility, including franchise utilities and include this work and necessary details in the plans. The CONSULTANT will prepare special provisions and quantities and opinion of cost for each of the bid items associated with this work. This work will be included in the 75%, 100% and final bid documents.
- Detour Traffic Control Plan and Pedestrian Traffic Control Plan: The CONSULTANT will prepare a Detour Route/Traffic Control Plan and a Pedestrian Detour Route/Traffic

Control Plan to be included in the Final contract documents. These plans are required to be included in the contract documents as a result of the federal funding. The work for this task will include updating the Special Provisions and the Opinion of Cost to reflect the contractors work and related bid items for these plans.

- Striping and Signing Plan Revisions for Bid Documents: The CONSULTANT will revise the design and Striping and Signing Plans and Opinion of Costs, and provide written response to comments, based on the 100% submittal review comments.
- **Signal Plan Revisions for Bid Documents**: The CONSULTANT will revise the design and Signal Plans, Opinion of Costs, and Specifications, and provide written response to comments, based on the 100% submittal review comments.
- 100% and Final Specifications: This work effort includes updating and/or revising the 75% Specifications (which was based on the 2010 WSDOT Standard Specifications) to reflect the new 2012 version of the WSDOT Standard Specifications. This task also includes additional work effort beyond that anticipated in the original Scope of Services for the preparation of the 100% and Final Specifications.

#### **Deliverables:**

- Pedestrian island detail sheets for 100% submittal and final plans
- Inclusion of the lowering/raising of existing utilities in the 75%, 100% and final bid documents.
- Detour Route/Traffic Control Plan and a Pedestrian Detour Route /Traffic Control Plan to be included in the Final contract documents.

#### Task 8, Maximum Extent Feasible (MEF) Documentation

**8.3** Constructed MEF Document: Upon completion of construction, the CONSULTANT will update the Design MEF Document to reflect the <u>constructed</u> improvements and prepare a Final Constructed MEF Document. The CITY will provide the CONSULTANT with the constructed slopes, widths, and lengths for each constructed curb ramp to be used to update the MEF.

Based on the scope of work above and the assumptions below, it is anticipated that the CONSULTANT will be able to complete this task within the existing budget of the original Scope of Services and a supplemental fee will not be requested.

#### **Assumptions:**

- The CITY will provide to the CONSULTANT the constructed slopes, widths, and lengths for each curb ramp to be updated.
- This task assumes no additional curb ramps will be added beyond those that are shown in the Design MEF.

#### Deliverables:

- Three (3) hard copies of the Constructed MEF Document.
- One electronic copy of the Constructed MEF Document in Microsoft Word format, and PDF format.

#### Task 11, Stormwater Investigation & Design

The CITY has requested additional survey and design work with respect to stormwater facilities. The original Scope of Work does not include stormwater design work, or detailed topographic survey information regarding stormwater structures for facilities.

The design work (CONSULTANT fees) and the construction costs will be independent of the federal funding for the project and will be paid for by the CITY. The additional design work requested will be identified as Task 11, in numerical succession of the tasks identified in the original Scope of Work, but separated from other design tasks that will be paid for by federal funding. The construction costs that will be associated with the stormwater work will be identified as a separate schedule in the Opinion of Cost/Bid Schedule.

Note: The Scope of Services and fees (excluding the APS locating costs) identified under this task were authorized thru Change Management Form No. 1 and the contingency funds so that the work could be included in the Contract Documents.

#### The stormwater investigation and design work will include the following elements:

11.1 Survey: Perteet surveyors will obtain the rim elevation and pipe invert elevations for all pipes within the catch basins identified in the list below (as provided by the CITY of Redmond). Surveyors will locate the catch basin's horizontal location, identify the pipe size and type, and identify structure sizes. The fee hours identified below include set up of signs and briefly diverting traffic for those catch basins that are in the roadway, and uncovering/finding catch basins that are outside of paved areas. Note that the work does not include the measurement of the pipe outfall invert in the pond (Item #1 below), as this pipe is not visible from the surface or perimeter of the pond, and is assumed to be 5 to 7 feet below the surface water.

CB numbers along Redmond Way requiring pipe invert information:

- 1. 8146 Outfall
- $2. \quad 3000 2987$
- 3. 3006 3007
- $4. \quad 3789 3784$
- 5. 3952 3882
- 6. 3756 3786
- 11.2 Stormwater Pipe Replacement Design Services: Design services for stormwater pipe replacement will include incorporating the replacement of six (6) existing stormwater pipe segments into the Redmond Way design and PS&E documents. Perteet will perform the following tasks:
  - a. Project management and coordination with the CITY'S Project Manager and stormwater department. This includes telephone calls, e-mails, and up to one meeting at the CITY.
  - b. Site Reconnaissance & Inspection: This includes the review of the existing pipe conditions, and one site visit to investigate the existing terrain and conditions for stormwater structures and pipe segments that are outside the roadway prism. During the site visit, the CONSULTANT will identify desired locations of potholes for other utilities that may cross the storm pipe.

c. Existing Utility Investigation & Identification: The location of existing utilities that cross the storm pipe, or within close proximity of the pipe segments, will need to be located horizontally. Existing utilities that cross the storm pipe will need to be vertically located.

The CONSULTANT will hire Applied Professional Services, Inc (APS) to perform locates and potholing at locations identified by the CONSULTANT. (Note – the original Change Management No. 1 assumed the CITY would obtain locates and potholing information in locations identified by the CONSULTANT. This changed as the work progressed, and expenses for APS will be added to supplemental amount originally submitted in Change Management No. 1).

The CONSULTANT will survey the located utility markings and incorporate into the existing base map.

d. For the one (1)pipe segment between stormwater structures 364 and 8146, it is assumed that the pipe will be replaced with the same size pipe as the existing, but at a higher elevation than the existing pipe, and that the existing pipe will remain in place. The replacement method is assumed to be cut-and-cover techniques. This task will include investigation of the condition and existing pipe locations of the existing stormwater structures to determine the feasibility of utilizing the existing stormwater structures and for the determination of the new pipe location.

The CONSULTANT will show the limits of the pipe replacement on the paving plans for the Redmond Way Overlay Project. A separate sheet will be prepared that includes the stormwater pipe segment in profile view (note this will be included on the same sheet with the seven pipes identified below). The profile will show utility crossings based on the pothole information provided by the CITY. The CONSULTANT will prepare special provisions for the work as necessary and prepare the opinion of cost. The special provisions and opinion of cost associated with the stormwater pipe replacement will be incorporated into the Redmond Way Overlay project specifications and opinion of cost. Submittals for CITY review will include 75% and 100%.

e. For five (5) of the pipe segments, it is assumed the pipes will be replaced at the same horizontal and vertical locations using cut-and-cover techniques, utilizing the existing stormwater structures. The pipe size will remain the same.

The CONSULTANT will show the limits of the pipe replacement on the paving plans for the Redmond Way Overlay Project. A separate sheet will be prepared that includes the five (5) stormwater pipe segments in profile view. The profile will show utility crossings based on the pothole information provided by the CITY. The CONSULTANT will prepare special provisions for the work as necessary and prepare the opinion of cost. The special provisions and opinion of cost associated with the stormwater pipe replacement will be incorporated into the Redmond Way Overlay project specifications and opinion of cost. Submittals for CITY review will include 75% and 100%.

f. The pipe segments for this task include pipe lengths between the following stormwater structure numbers:

465	to	482	3838 to 3761
3000	to	2987	8583 to 18217
2704 + 2 10210			

3784 to 18218

#### Assumptions:

- This task assumes that there will not be any stormwater conveyance calculations or drainage analysis prepared by Perteet.
- All construction costs associated with the stormwater work will be identified as a separate schedule in the Opinion of Cost/Bid Schedule.
- The CITY will be responsible for ordering, and any costs associated with, utility locates and potholing, and providing the CONSULTANT with potholing results.

#### **Deliverables:**

• 75% and 100% Submittals (incorporated into the Redmond Way PS&E) for CITY review and comment.

#### II. SERVICES DURING CONSTRUCTION

This Scope of Work includes on-call engineering services, surveying, and preparation of Record Drawings to support construction of the Project. The estimated level of effort for these tasks is shown on the attached worksheet. Effort beyond that estimated shall be considered Extra Work in accordance with Section XIV of the AGREEMENT.

#### Task 1. Construction Office Support

Consultant shall provide Construction Office Support services on an "on-call" basis at the CITY's request during the construction phase of the project. Construction office support services may include the following:

- A. <u>Project Management:</u> CONSULTANT will prepare progress reports and invoices for construction services.
- B. <u>Pre-Construction Meeting:</u> CONSULTANT will attend the pre-construction meeting and prepare a draft agenda and submit draft notes, CITY to finalize meeting minutes.
- C. Review of Construction Schedule/Traffic Control Plan Submittals: Review and approve Contractor submittals as requested by the City, per the Special Provisions, including the Construction Schedule, Construction Staging & Traffic Control Plans. The effort for this subtask will be limited to that shown in the Fee Proposal.
- D. <u>Construction Meetings:</u> Attend construction meetings as requested. This task assumes up to 10 meetings. This task assumes the CITY will prepare meeting agenda and meeting notes.
- E. <u>Review Selected Shop Drawings & Materials Submittals:</u> Review and recommend action on selected Contractor materials submittals, shop drawings, and material test reports

(CITY to perform testing), as requested by the CITY or CITY Inspector. The effort for this task is for additional input/support of the review of shop drawings and materials submitted identified in Task 1G below and will be limited to the effort shown in the Fee Proposal.

- F. <u>General Technical/Design Support:</u> Provide technical design support and guidance as requested, which may be based on change orders or field revisions. The effort for this task will be limited to that shown in the Fee Proposal.
- G. <u>Construction Office Administration</u>: The CONSULTANT will provide administrative construction support at the City of Redmond's City Hall one day per week, up to 19 days. The purpose of this work will be to assist the City in providing documents and records of general compliance. This is a Federal Aid project; therefore, record keeping will be consistent with Local Agency Guidelines. Items of work may include the following:. The effort for this task will be limited to the effort shown in the Fee Proposal.

The CONSULTANT will work in conjunction with the CITY staff including, but not limited to, the following tasks:

- Assist the CITY in setting up project file notebooks and record keeping;
- Review of the Record of Materials (ROM) provided to the CITY by WSDOT;
- Assist in providing a monthly ledger of quantities and preparing monthly pay estimates;
- Administering Project Files/General Records;
- Assist in maintaining a ledger tracking daily quantities to be used for the monthly pay estimate (field personnel to provide daily quantities);
- Confirm IDR's are submitted by the inspectors and filed:
- Assist the CITY in monitoring and tracking subcontractor DBE requirements to verify DBE goals are being met;
- Assist the CITY in documentation of time extensions requested by the Construction Contractor;
- Attend progress meetings, if requested by CITY.
- Review change orders prepared by the CITY.

#### **Deliverables**

- Review and comments of submittals as requested by the CITY.
- Draft meeting agendas, draft meeting notes when attending progress meetings.
- Project records and documentation as listed in the tasks above.
- Drawings, calculations, technical memos, other supporting information to tasks listed above.

#### Task 2. Construction Field Support

Consultant shall provide Construction Field Support services on an "on-call" basis at the CITY's request during the construction phase of the project.

A. Assist the CITY with any requests where field construction modifications or additions require the field investigation, and written recommendation of a professional engineer.

This includes up to 3 site visits. The effort for this subtask will be limited to that shown in the Fee Proposal.

#### **Deliverables**

- Drawings, sketches, field notes, calculations, engineer reports, and other records.
- Draft punch list.

#### Task 3. Record Drawings

- A. CONSULTANT will survey the horizontal and vertical locations of the following key features for the purpose of the Record Drawings:
  - Invert elevations of storm pipe for newly installed, replaced, or adjusted pipe. This includes pipe inverts within storm structures.
- B. CONSULTANT shall prepare Record Drawings at the completion of the project. The CITY will provide Contractor prepared marked-up drawings, inspector's field notes and other available information. The CONSULTANT shall use these materials to prepare the Record Drawings. This task includes one draft submittal of Record Drawings for CITY's review and one revision based on CITY comment.

#### Assumptions

- A preliminary budget has been established for this task. Prior to starting this task, the CONSULTANT shall review the available information, and provide the CITY with an estimate of the level of effort required to complete the work. Record Drawings shall conform to the CITY's "Record Drawing Requirements", current edition.
- This task assumes the Contractor prepared marked-up drawings will <u>include</u> specific information for the curb ramps, including, but not limited to, critical elevations and slopes as needed for the Record Drawings and Constructed MEF Documentation (identified in Task 4 of this Scope of Work).

#### **Deliverables**

- Deliverables shall be a set of hard and soft copy set of plans as per the CITY's "Record Drawing Requirements", horizontal and vertical datum shall be per the Engineer of record project plans.
- Survey control points, drawings, sketches, field notes, calculations, engineer reports, and other records.

#### Task 4. Quality Assurance Testing and Inspection

A. (Note that the following description of work is a summary of the work for this task, and a specific scope of services is being developed by the sub-consultant):

This task will provide for HMA pavement testing based on requirements for federally funded projects. This will include observation and testing during the placement of HMA pavement, laboratory testing on samples, and the preparation of daily field reports.

The quality assurance testing and inspection will be limited to the effort shown in the attached fee proposal.

#### **EXHIBIT B**

# PAYMENT (NEGOTIATED HOURLY RATE)

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

#### 1. Hourly Rates

The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibit "C" attached hereto and by this reference made part of the AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the rates listed in this AGREEMENT or subsequent written authorization(s) from the CITY shall be utilized for the life of the AGREEMENT. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

In the event renegotiation of the hourly rates is conducted, the CITY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

#### 2. Direct Nonsalary Costs

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. Automobile mileage for travel will be reimbursed at the current rate approved for CITY employees and shall be supported by the date and time of each trip with origin and designation of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for CITY employees. The billing for nonsalary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

#### 3. Contingencies

If the CITY desires the CONSULTANT to perform additional work beyond that already defined in the AGREEMENT, the Agreement Administrator may authorize additional funds for this purpose. Such authorization(s) shall be in writing and shall not exceed the amount shown in Exhibit "C". Any changes requiring additional costs in excess of the contingencies shall be made in accordance with Section XIV, "Extra Work".

#### 4. Maximum Amount Payable

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable includes the Contingencies, but does not include payment for extra work as stipulated in Section XIV, "Extra Work". No minimum amount payable is guaranteed under this AGREEMENT.

#### 5. Monthly Progress Payments

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibit "C", including names and classifications of all employees, and invoices for all direct nonsalary expenses. To provide a means of verifying the invoiced salary costs for the consultant's employees, the agency may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

#### 6. Inspection of Cost Records

The CONSULTANT and its subconsultants shall keep available for inspection by representatives of the CITY, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year retention period begins when the CONSULTANT receives final payment.

#### 7. Final Payment

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the

CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreements as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the CITY within ninety (90) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT or any claims relating to the validity of a finding by the CITY of overpayment.



2707 Colby Avenue, Suite 900 | Everett, WA 98201 | PH; 425.252.7700 | FAX: 425-339-6018

Project: Redmond Way Overlay - SUPPLEMENT NO. 2 - FINAL ENGINEERING

Client: City of Redmond

	HOURLY COST					
Classification	Hours		Rate			Cost
Principal/Senior Associate	0	x	\$189.79	=		\$0
Associate	0	x	\$175.11	=		\$0
Associate	7	x	\$175.11	=		\$1,226
Lead Engineer/Manager	153	×	\$129.55	=		\$19,821
Engineer III	0	×	\$125.56	=		\$0
Engineer II	0	x	\$86.02	=		\$0
Project Surveyor I	3	x	\$89.09	=		\$267
Professional Land Surveyor	2	x	\$112.38	=		\$225
Survey Technician III	23	×	\$79.87	=		\$1,837
Survey Technician III	23	×	\$79.87	=		\$1,837
Senior Engineer/Manager	17	x	\$161.68	=		\$2,749
Engineer II	149	×	\$86.02	=		\$12,817
Engineer I	38	х	\$81.41	=		\$3,094
Lead Technician/Designer	69	×	\$104.45	=		\$7,207
Technician III	73	x	\$73.73	=		\$5,382
Planner II	0	x	\$95.85	=		\$0
Two Person Survey Crew	0	×	\$150.01	=		\$0
Contract Administrator	0	х	\$0.00	=		\$0
Accountant	0	x	\$93.55	=		\$0
Clerical	0	×	\$79.87	=		\$0
	TOTAL F	OUR	LY COST	=		\$56,461
	REIMBURSABLES	5				
Copies			\$0	)		
GPS Receiver @ \$150/day			\$0	)		
Robotic EDM @ \$100/day			\$0	)		
Digital Level @ \$50/day			\$0	)		
APS (Locates & Potholes for TASK 11)			\$5,825	5		
Mileage @ current IRS rate (FOR TASK 11)			\$171			
0			\$0	)		
0			\$0	)		
	TOTAL REII	MBUR	SABLE COS	Τ=		\$5,996
	OTHER					<del> </del>
	OTTER				-	
Management Reserve Credit					\$	(13,094)
	тс	TAL (	OTHER COS	T =	\$	(13,094)
CONTRACT TOTAL				=		\$49,363

Prepared By:

Date:

April 10, 2012



Project: Redmond Way Overlay

SUPPLEMENT NO. 2 - SERVICES DURING CONSTRUCTION

Client: City of Redmond

2707 Colby Avenue, Suite 900 Everett, WA 98201 PH: 425.252.7700 FAX: 425-339-6018

	HOURLY COST				<u>-</u>
Classification	<u>Hours</u>		<u>Rate</u>		Cost
Principal	15	×	\$211.01	=	\$3,165
Senior Associate	0	x	\$172.30	=	\$0
Senior Engineer/Manager	96	x	\$137.16	=	\$13,167
Lead Engineer/Manager	0	×	\$128.00	=	\$0
Engineer III	0	×	\$95.09	=	\$0
Engineer II	44	×	\$84.85	=	\$3,733
Construction Manager	156	x	\$105.33	=	\$16,431
Lead Technician/ Designer	40	x	\$104.60	=	\$4,184
Technician III	12	x	\$73.15	=	\$878
Technician III	0	×	\$73.15	=	\$0
Professional Land Surveyor	4	×	\$106.84	=	\$427
Project Surveyor II	10	x	\$100.00	=	\$1,000
Survey Technician III	10	×	\$85.00	=	\$850
Survey Manager	0	x	\$133.39	=	\$0
Professional Land Surveyor	0	x	\$106.84	=	\$0
Project Surveyor I	0	x	\$84.70	=	\$0
Contract Administrator	0	x	\$140.67	=	\$0
Accountant	2	x	\$93.63	=	\$187
Clerical	2	×	\$78.21	=	\$156
	TOTAL H	IOUR	LY COST	=	\$44.180
	SUBCONSULTAN	T\$			
Pavement Testing					\$20,000

		\$20,000
	REIMBURSABLES	
Copies	\$0	
GPS Receiver @ \$150/day	\$0	
Robotic EDM @ \$100/day	\$0	
Digital Level @ \$50/day	\$0	
APS (Locates)	\$0	
Mileage @ current IRS rate	\$550	
GIS @ \$15/hr	\$0	
Miscellaneous	\$250	
	TOTAL REIMBURSABLE COST =	\$800

	TOTAL REIMBURSABLE COST =	\$800
	CONTINGENCY	
	TOTAL CONTINGENCY =	\$10,000
CONTRACT TOTAL	=	\$74,980
Prepared By: <u>GinaParenteau, P.E</u> .	Date:	April 17, 2012

X. Redmond, City of Projects 20100120 - Redmond Way Resurfacing Project Management Scope & Fee (Redmond Way PM State Hourly - CONSTRUCTION 4-17-12 xlsx) Summary

## Exhibit D Subcontracted Work

The City permits subcontracts for the following portions of the work:

Subcontractor Description Amount

Terracon Consulting Material Testing \$20,000

Total \$20,000