



MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: March 5, 2013

SUBJECT: **APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 3, OVERLAKE STORMWATER FACILITIES, PROJECT NO. 20020806**

I. RECOMMENDED ACTION:

Approve Supplemental Agreement No. 3 with HDR Engineering, Inc., for engineering services for Overlake Stormwater Facilities, Project No. 20020806, in an amount not to exceed \$42,186.00, and authorize the Mayor to sign the Agreement.

II. DEPARTMENT CONTACT PERSONS:

Tim Fuller, Director of Public Works	425-556-2733
Ron Grant, Assistant Public Works Director/City Engineer	425-556-2742
Patty S. Criddle, Project Manager	425-556-2736

III. DESCRIPTION:

In July 2010, City Council adopted the Overlake Village Stormwater and Park Facilities Conceptual Design Implementation Plan. The plan proposed construction of regional stormwater facilities to meet stormwater requirements for the basin as redevelopment occurs. This adopted plan includes a large detention facility in the south end of the basin, large infiltration facilities near SR520, and low-impact development facilities (rain gardens) within streets connecting these large regional facilities.

In April 2011, City Council approved the Overlake Village Street Design Guidelines. These guidelines furthered development of stormwater concepts by: defining a future street grid and channelization concept; identifying the location for two north infiltration facilities; and identifying where rain gardens will be located.

On July 19, 2011, City Council approved a Consultant Agreement with HDR Engineering, Inc., for the design of the Overlake Village Low-Impact Development Retrofit. City Council awarded a construction contract to West Coast Construction on July 31, 2012, for the construction of these rain gardens. The rain gardens were partially excavated; however, due to utility conflicts, inclement weather, and risks associated with changed conditions, staff recommends the contract be terminated and work be completed

under a separate contract. (See Memo titled Termination of Construction Contract, Overlake Stormwater Facilities – LID Retrofit, Project No. 20020806.) The project site was temporarily stabilized for safety.

Staff recommends proceeding with a completion phase of this project to finish the rain gardens on 152nd Ave NE and on 151st Place NE. This investment in the neighborhood will implement a key component of the overall stormwater management strategy for the Overlake Village.

Supplemental Agreement No. 3 provides for the design work necessary to create an updated bid package for advertising in spring 2013. The completion phase of this project includes adding water quality treatment, landscaping, and roadway improvements. The recommended action is to approve Supplemental Agreement No. 3.

IV. IMPACT:

A. Service Delivery: This project will improve water quality by treating stormwater runoff from existing pavement.

B. Fiscal:

Design:

Consultant HDR Engineering, Supplement No. 2 remainder	\$ 42,788
Consultant HDR Engineering, Supplement Agr. No. 3	42,186
City Administration	53,000
Miscellaneous	<u>5,026</u>
Design Total	\$143,000

Project Funding:

Stormwater CIP	\$140,100
Transportation CIP	<u>2,900</u>
Funding Total	\$143,000

V. ALTERNATIVES:

The City Council could choose not to approve Supplemental Agreement No. 3; however, this action would delay the completion of the rain gardens.


VI. TIME CONSTRAINTS:

Complete Final Design
Construction
Complete Construction

Spring 2013
Summer/Fall 2013
Fall 2013


VII. LIST OF ATTACHMENTS:

- A. Vicinity Map
- B. Supplemental Agreement No. 3



Timothy K. Fuller, Director of Public Works

2/22/13
Date

Approved for Council Agenda 

John Marchione, Mayor

2/25/13
Date



D:\GISDATA\projects\wash\Redmond\Overlake Village_LID\Map_Docs\Project Location v2.mxd 2/11/2013

- Legend**
-  Project Sites
 -  Highway
 -  Arterial



Vicinity Map
 OVERLAKE VILLAGE LID
 RETROFIT PROJECT
 City of Redmond

**Overlake Stormwater Facilities
Project No. 20020806.04.04 (Formerly Project No. 101570)**

SUPPLEMENTAL AGREEMENT NO. 3

This SUPPLEMENTAL AGREEMENT, made and entered into this ____ day of _____, 2013, between the City of Redmond, Washington, hereinafter called the CITY, and HDR Engineering, Inc., hereinafter called the CONSULTANT, amends an earlier Agreement (AGREEMENT) dated July 27, 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.

II

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	Original Agreement	Supplement No. 1 (date extension)	Supplement No. 2	Supplement No. 3	Total
Labor Cost	\$159,534	0	\$49,602	\$80,095	\$289,231
Reimbursables	93,635	0	12,195	29,879	135,709
Total	\$253,169	0	\$61,797	\$109,974	\$424,940
Minus Fee Remaining as of 01/19/13	0	0	0	(42,788)	(42,788)
Fee Reduction	0	0	0	(25,000)	(25,000)
Contingency	40,000	0	7,000	0	47,000
Grand Total	\$293,169	0	\$68,797	\$42,186	\$404,152

EXECUTION

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

HDR Engineering, Inc.

CITY OF REDMOND

By _____

By _ John Marchione, Mayor

Senior Vice President
(Title)

Attested:

By _____
City Clerk

Approved as to Form:

By _____
City Attorney

EXHIBIT A
SUPPLEMENTAL AGREEMENT NO. 3
SCOPE OF WORK

Task 1 – Additional Project Management

The purpose of this task is to monitor, control, and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing for work to be performed as part of this Supplemental agreement. The Consultant's Project Manager, Robin Kirschbaum, will be the City's primary point of contact.

Assumptions:

- Work under this supplemental agreement will be performed over a 7-month period.
- Successful completion of the project in this 7-month period is based on the following schedule for major project milestones:
 - City provides as-built drawings from previous contractor to HDR by January 28, 2013.
 - HDR submits redline markup of as-built conditions to the City on February 1, 2013.
 - HDR submits preliminary design package to the City on March 1, 2013.
 - HDR submits 90 percent design package to the City on March 29, 2013.
 - HDR submits 100 percent design package to the City on April 19, 2013.
 - HDR submits final ad-ready design package submittal to the City on May 1, 2013.
- City review time for each design package submittal is as follows:
 - City provides final comments on redline markup of as-built conditions to HDR by February 8, 2013.
 - City provides final comments on preliminary design package to HDR by March 8, 2013.
 - City provides final comments on 90 percent design package to HDR by April 5, 2013.
 - City provides final comments on 100 percent design package by April 24, 2013.
- Project advertisement begins on May 2, 2013.
- Project awarded no later than June 20, 2013.
- Construction begins no later than July 5, 2013.
- If herbaceous bare root native plantings are included in the plans, those plants will be placed between August 16 and October 31, 2013, and will be watered by hand through completion of initial planting.
- If bare root native trees and/or shrubs are included in the plans, those plants will be placed between December 1 and December 15, 2013 and will be watered by hand through completion of initial planting.
- See project design schedule attached.

Deliverables:

- Scope of services, schedule, and budget.
- Monthly progress reports, invoices, and expense backup documentation. One copy will be provided each month via e-mail (PDF file).

Task 2 – Evaluate Treatment Alternatives

The City has concerns regarding the possible export of nutrients and metals from bioretention soil mix (BSM) to the storm drain system and downstream receiving waters based on water quality monitoring data obtained by the City and preliminary data obtained by the Washington State University Low Impact Development Center. Work under this task includes evaluation of water quality treatment alternatives

that are suitable for treatment of stormwater runoff from pollution-generating impervious surfaces (e.g., roadways, driveways, and parking lots) prior to infiltration into native soils.

Assumptions:

- HDR will identify up to 2 treatment alternatives for evaluation.
- The alternatives will be developed based on approved practices listed in the Washington State Department of Ecology 2005 *Stormwater Management Manual for Western Washington* (2005 SMMWW). Alternatives to be evaluated may include the following:
 - Infiltration facilities for treatment (not flow control) that utilize native in-place soils that can be demonstrated to adequately remove pollutants, in accordance with Soil Suitability Criteria-6 – Soil Physical and Chemical Suitability for Treatment in Volume III, Section 3.3.7 of the 2005 SMMWW. This alternative requires testing of soils for Cation Exchange Capacity (CEC) in accordance with USEPA Method 9081 and Organic Content in accordance with ASTM D 2974, as discussed further below.
 - Bioretention facilities that utilize Bioretention Soil Mix (BSM) with a specification to be modified from the City’s existing specification dated August 17, 2012. The intent of the modifications would be to reduce the potential for exporting pollutants, as has been observed on other recently constructed City projects.
- HDR will work with the City to obtain agreement on the final alternative to be evaluated prior to *conducting the evaluation*.
- This task includes one meeting, up to 1.5-hours-long, to be attended by HDR’s Project Manager, the City’s Project Manager, and other City staff that are required to make decisions regarding final alternative selection for design.
- HDR will be responsible for preparing meeting summary notes, and will update the project decision log based on the decisions made during this meeting. The draft meeting summary notes and decision log update will be sent to the City no later than 5 business days after the meeting. The City will review and provide comments on the draft meeting summary notes and decision log update within 2 business days of receipt.
- Additional design (Task 3) will not commence until this evaluation is complete and agreement is obtained with the City on the recommended alternative. Agreement will be obtained during the above mentioned meeting, and will be documented in the final meeting summary notes and decision log update.

HDR Services

- Attendance by HDR Project Manager at one 1.5-hour-long meeting with the City to review the results of the alternatives evaluation and select the preferred alternative to be carried forward for design in Task 3.
- Coordinate work and review draft and final documentation for the soil sampling work to be conducted by Aspect Consultants LLC.
- Prepare draft and final meeting agenda, summary meeting minutes, and decision log update to document the discussions during the meeting and decisions made regarding selecting the recommended alternative.
- Prepare e-mail to the City’s Project Manager documenting the recommended alternative for design in Task 3, with the final meeting summary minutes and updated decision log provided as attachments.

Aspect Consulting LLC Services

- Obtain 6 soil samples to be collected in one 8-hour day. Two samples will be collected from each of the following three groups of rain garden cells, for a total of 6 soil samples:

- Rain Gardens #1 and 2 on 151st Place NE
- Rain Garden #4 on 152nd Avenue NE north of NE 24th Street
- Rain Gardens #5-19 on 152nd Avenue NE south of NE 24th Street
- To the extent possible, soil samples will be collected from a depth ranging between approximately 7 and 9 feet below ground surface. If soils are too dense to penetrate to this depth range using a Vactor truck, soil samples will be collected from the depth of refusal.
- Retain a Vactor services for one 8-hour day to obtain soil samples.
- Provide traffic control.
- Deliver soil samples to a laboratory to be retained by the City for testing of Organic Content and Cation Exchange Capacity (CEC).
- Review laboratory test results.
- Prepare e-mail documenting the methods, assumptions, and results of soil sample collection; the methods and results of the laboratory testing; and the implications of the laboratory testing results on the ability of the native in-place soils to meet the criteria for Soil Suitability Criteria-6 – Soil Physical and Chemical Suitability for Treatment in Volume III, Section 3.3.7 of the 2005 SMMWW.

City Responsibilities

- Retain a laboratory and pay laboratory costs for conducting testing of Organic Content according to ASTM D 2974 and Cation Exchange Capacity (CEC) according to USEPA Method 9081 for 6 soil samples. The 6 soils samples will be delivered to the laboratory by Aspect Consulting LLC.
- Coordinate, host, and provide for attendance by appropriate City staff at the meeting to review results of the alternatives evaluation and select the preferred alternative to be carried forward for design in Task 3.
- Provide review comments on draft and final meeting summary notes and decision log update within 2 business days of receipt.

Deliverables:

- Attendance by one staff from HDR at one 1.5-hour-long meeting with the City.
- Draft and final meeting agenda, meeting summary minutes, and decision log update.
- Recommended treatment alternative to be carried forward in design under Task 3. The recommendation will be documented in the final meeting summary minutes and project decision log update, to be transmitted electronically to the City via e-mail. No reports or technical memoranda will be prepared under this task.

Task 3 - Additional Design Services

HDR completed final design of the project under the base contract in June 2012. The City selected a Contractor and began construction in September 2012. The City terminated construction in December 2012 due to utility conflicts that were encountered during construction, including a large fiber optics duct bank that ran the length of six rain garden cells. The duct bank had not previously been identified through utility locates conducted during design or construction, nor through conversations between the City and the utility owner. In December 2012, the duct bank was lowered beneath those six rain garden cells, and the cells were backfilled with clean crush rock as a temporary measure to secure the site over the winter.

Work to be performed under this task entails additional design services necessary to prepare the project for re-bidding in 2013 based on the current site conditions and the alternative selected in Task 2.

Assumptions:

- The following construction activities have been completed by the City, their Contractor, or franchise utility Contractors:
 - Six rain garden cells, including Rain Gardens #5,6,7,8,9, and 10 have been excavated and backfilled with clean, uniform 1-1/4" crushed rock, except 5/8" crushed rock to 6" over the top of conduit.
 - All utility conflicts, including the fiber optic duct bank, have been resolved in these six rain gardens cells. No further investigation of utilities or design of utility relocations is needed in these cells. Additional investigation of utilities may be needed for the remaining rain garden cells (See Task 4).
 - Extruded curb with curb cuts have been installed around the six excavated rain garden cells. A tackifier was used to bond the extruded curb to the existing asphalt roadway pavement.
 - Overflow pipes have been installed with solid caps in the six excavated rain garden cells and have been connected to the downstream storm drainage system. Beehive grates have not yet been installed.
 - One stick of underdrain pipe has been installed in each of the six excavated rain garden cells and has been connected to the downstream storm drainage system.
 - Storm and sewer utilities have been relocated in accordance with Addendum 1 (issued July 2, 2012), revised plan sheets dated October 11, 2012, and redline mark-ups provided to the City on October 23, 2012.
 - Retaining walls have not been installed in accordance with the original plans.
 - Pavement has been removed at Rain Gardens #1, 13, 14, and 18.
 - Sawcutting was completed at two Rain Gardens #2 and 4, and those sawcuts have been sealed.
- Completed work will be shown as existing on revised plan sheets based on City-approved redline mark-up of as-built conditions.
- This task will require revisions to the existing 49 sheet plan set, plus 5 additional sheets for erosion control plans and details.
- Existing plan sheets having no work under the new construction contract will be deleted from the plan set.
- The following sheets will be revised:
 - Cover Sheet – Location Map, Key Map, Sheet index and project title will be revised.
 - Legend, Abbreviations, and Notes – Notes no longer needed will be deleted. Remaining notes will only be revised for changes to the work.
 - Removal and Protection Plans – Revised to show the completed work as existing and delete work on NE 21st Street.
 - Typical Roadway Sections - Revised to show the completed work as existing, show new work and delete work on NE 21st Street.
 - *Alignment, Survey and Curb Control Plans – Sheets will be deleted or revised to show current contract work.*
 - Rain Garden Layout – Revised to show completed work as existing and show new work.
 - Stormwater Layout – Delete this sheet.
 - Rain Garden Details – Revised to show completed work as existing and show new construction. Delete one sheet if necessary.
 - Utility Layout – Delete sheets having no work and show completed work on Removal and Protection Plans.
 - Miscellaneous Details – Revised to show completed work as existing and show new construction. Additional curb ramp details will be added.
 - Planting Plans – Revised to show new construction.
 - Channelization Plans – Revise to show changes to the work.

- Traffic Signal – Revise to show changes to the work.
- The following sheets will be added:
 - Temporary Erosion and Sediment Control Plans – 4 sheets total
 - Temporary Erosion and Sediment Control Details - 1 sheet total
 - Traffic Signal Plan – 1 sheet total, based on a scan of as-built conditions. The budget for this task assumes that drafting will be conducted for new work only, and that the as-built condition will be a scan placed in the CAD file.
- Traffic Signal Wiring Diagram – 1 sheet total, based on a scan of as-built conditions. The budget for this task assumes that drafting will be conducted for new work only, and that the as-built condition will be a scan placed in the CAD file.
- Plans will be prepared at 1"=20' when plotted at 22"x34".
- Design deliverables will be provided for preliminary, 90 percent complete, and 100 percent complete design stages. The 100 percent submittal documents will be ad-ready and no further changes to the plans, specifications or estimate of probable cost are anticipated prior to bidding.
- The City will host 3 design review meetings: Preliminary design review, Pre-90 percent design review, and post-90 percent design review meetings. Each meeting will last up to 1.5 hours in duration and will be attended by up to 4 HDR staff, including HDR's Project Manager, Stormwater Designer, Transportation Designer, and Principal-in-Charge.
- The City will provide HDR with 1 set of comprehensive, non-conflicting, review comments that consolidates all comments by all City reviewers during each of the preliminary design and pre-90 percent design review meetings.
- HDR will update the project decision log with responses to comments, to be discussed and agreed upon during the preliminary and pre-90 percent design review meetings.
- After the formal 90 percent submittal, the City's review of the 90 percent complete design package will focus on checking that the comments provided on the preliminary and pre-90 percent designs were incorporated correctly. The City will not generate new comments that require design revision after the formal 90 percent submittal.
- Revised specifications and engineer's opinion of expected construction cost will be submitted with the 90 and 100 percent complete design submittals, as follows:
 - Quantities will be revised to remove completed work and include new work. Units for payment will remain the same.
 - Unit prices will be reviewed and updated as necessary based on the previous contract bids and current WSDOT Northwest unit prices.
 - Specifications will only be revised to remove completed work and include new work. The City will supply updated Division 1 specifications per City standards. Remaining front end bid and contract will only have the project name revised.

HDR Services

- Attendance by HDR Project Manager and Design Lead at a field review meeting with the City's Project Manager and Inspector to verify as-built conditions.
- Prepare redline set of plans to document as-built conditions based on information provided by the City and observations made by HDR staff during the field review meeting with the City. HDR will submit as-built redlines to the City for review and approval prior to updating the existing condition basemap CAD file.
- Prepare design plans, specifications, and engineer's opinion of probable cost, except related to landscaping design (to be prepared by HBB, as described below).
- Coordinate preparation of deliverables with sub-consultants.
- Attendance by HDR Project Manager, Stormwater Designer, Transportation Designer, and Principal in Charge at the following City-hosted design meetings:

- Preliminary design
- Pre-90 percent design
- Post-90 percent design
- Prepare draft and final meeting agendas, summary minutes, and decision log updates documenting discussions and decisions made during Preliminary, Pre-90 percent, and Post-90 percent design meetings.

HBB Landscape Architecture Services

- Prepare updates to 90 and 100 percent complete landscaping design.
- Prepare updates to landscaping specifications, to be properly formatted for insertion into the overall project specifications.
- Prepare updates to engineer's opinion of probable cost for landscaping work, to be properly formatted for insertion into overall project engineer's estimate.

Aspect Consulting LLC Services

- Provide recommendations on modified bioretention soil mix specification and/or achieving native soil treatment criteria as described in Task 2 to support design.

City Responsibilities

- Review the redline markups of as-built conditions within 5 business days of receipt.
- Review the preliminary design and host a design review meeting with HDR within 5 business days of receipt. HDR will address City review comments provided during the preliminary design review meeting, as appropriate, in the 90 percent complete design package.
- Host a pre-90 percent design submittal meeting to review draft deliverables prior to the formal 90 percent submittal.
- Review the 90 percent design submittal and host a post-90 percent design submittal meeting with HDR within 5 business days of receipt. HDR will address City review comments provided during this meeting, as appropriate, in the 100 percent design submittal.
- Review the 100 percent design submittal to check that comments provided by the City on the 90 percent design submittal were incorporated correctly and that the 100% ad-ready package is ready for bidding. No new comments will be generated at this stage that were not previously provided to HDR during the post-90 percent design review meeting.

Deliverables:

- Draft and final meeting agendas and meeting summary minutes for the preliminary, pre-90 percent, and post-90 percent design meetings. Draft and final meeting agendas and summary minutes will be submitted to the City electronically in native Word file format within one week of meetings.
- Preliminary design package, to be provided electronically via e-mail and to be printed and brought to the preliminary design meeting with the City. The preliminary design package will include:
 - Roll plot showing preliminary plan view of treatment facilities based on outcome of Task 2 and associated channelization and utility modifications, as needed.
 - Preliminary design details for treatment facilities
 - Preliminary estimate. Preliminary design deliverables will be provided electronically via e-mail and will be printed and brought to the preliminary design meeting.
- 90 percent design package, to be printed and sent via regular mail and sent electronically in Adobe PDF file format. The 90 percent design package will include:

- One full-size and one half-size copy of the 90 percent design plans.
- Specifications.
- Estimate.
- 100 percent ad-ready design package, to include:
 - One full-size set and one half-size set of stamped, signed 100 percent complete design plans. Design plans will be sent electronically via e-mail in native AutoCAD and Adobe PDF file formats and will be plotted and sent via regular mail.
 - Specifications, to be sent electronically in native Word and Adobe PDF file formats.
 - Estimate, to be sent via regular mail and electronically in native AutoCAD and Adobe PDF file formats.

Task 4 – Utilities Coordination

This task involves reviewing APS utility test hole data acquired during the previous phase of design to determine if any potential utility conflicts exist based on revised design plans.

HDR Services

- Review APS test hole data in vicinity of unexcavated rain garden cells for potential utility conflicts.
- Obtain utility records for known utilities in the vicinity of the rain garden cells.
- If additional test holes are needed, recommend locations for up to 10 additional test holes. Following City approval of test hole locations, HDR will coordinate with APS to perform test holes to determine depths of existing utilities. Potholes will be painted in the field and measure-down depths noted by APS. APS will also mark the locations of the test holes on the test hole reports using a tape measure in the field. HDR will determine the test hole surface elevation using the Digital Terrain Model (DTM) provided by the City during the previous phase of design.

City Responsibilities

- Review recommended test hole locations and provide comments and approval of final pothole quantities and locations

Assumptions

- Up to 10 additional test holes will be performed.
- HDR will identify known utility conflicts and will work with the City to adjust designs to avoid utility conflicts to the extent practicable.

Task 5 – Additional Public Involvement

This task includes additional public involvement, to be led by Lauren Stensland of EnviroIssues, to update the public on the issues encountered during construction and the schedule for redesign and re-bidding the project.

Assumptions

- Up to two internal coordination meetings will be conducted with the City, by conference call. Lauren Stensland of EnviroIssues and Robin Kirschbaum of HDR will participate in these conference calls.
- Up to two double-sided mailers will be distributed; one in early 2013 to provide schedule and project update and one when contractor has been selected and construction is scheduled to resume construction.

- Up to two briefings to stakeholders will be conducted, if needed, to be led by the City. EnviroIssues will provide a total of up to 8 hours of support for these briefings, as needed. The budget for this task assumes that HDR staff will not attend these briefings.

HDR Services

- Attend (by conference call) up to 2 internal coordination meetings as needed.
- Coordinate and review work by subconsultants.

EnviroIssues Services

- Attend (by conference call) up to 2 internal coordination meetings as needed.
- Update existing project-specific public involvement and communications plan; plan will specify notifications and outreach activities to be implemented in 2013.
- Develop two 8.5x11" double-sided mailers for distribution.
- In consultation with City and consultant team, identify contacts and conduct phone outreach to up to 10 property owners/tenants adjacent to previous construction zones; provide a project schedule update and coordinate responses with City staff to any questions or concerns.
- Provide total of up to 8 hours of support for up to two briefings to interested stakeholders, if needed, to be led by the City.
- Provide project wrap-up documents, including all contacts and input received throughout the project

HBB Services

- Prepare 1 graphic to be included in each of the 2 mailers, for a total of 2 graphics, to illustrate the types of plant treatments and general aesthetics of the revised designs.

City Responsibilities

- Assist in coordinating responses to questions or concerns from adjacent property owners.
- Printing, mailing, or in-person distribution of 2 mailers.
- Lead up to two briefings to interested stakeholders (if needed), with up to total of 8 hours of support from EnviroIssues, as needed.

Deliverables

- Updated project-specific public involvement and communications plan.
- Up to 2 project mailers.
- Up to 8 hours of support by one EnviroIssues staff member to assist with City-led stakeholder briefings, as needed.
- Local business/property owner phone outreach plan and summary.
- Summary of all public contacts and communications.

Task 6 – Bidding Assistance

This task includes assisting the City with bidding of the construction by providing stamped and signed Bid Documents, including plans and project manual, to BXWA for bid posting and inform the City when they are ready for advertisement. This task also includes preparing addenda if modifications to the contract documents are required and responding to bidder's questions relayed through the City.

Assumptions

- The budget for this task assumes up to three addenda will be prepared. Each addenda is assumed to require no more than 10 responses to contractor questions.

Deliverables

- Four full-size copies of stamped and signed ad-ready design plans.
- Ten half-size copies of stamped and signed ad-ready design plans.
- Nine copies of the project manual.
- PDFs of stamped and signed bid documents, including plans, project manual, and estimate, posted electronically to BXWA.
- Addenda documents, including backup calculations, for up to three addenda.

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.

EXHIBIT C
CONSULTANT FEE DETERMINATION - SUMMARY SHEET

**Project: Overlake Village
 Low Impact Development
 Retrofit Project**

Client: City of Redmond

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Project Manager	84	\$ 170=	\$14,280
QA/QC	27	\$ 203=	5,481
Design Lead	82	\$ 169=	13,858
Design Engineer	300	\$ 113=	33,900
Project Assistant	36	\$ 83=	2,988
Project Controller	20	\$ 123=	2,460
CADD Technician	66	\$ 108=	7,128
Total DSC:		=	\$80,095

REIMBURSABLES:

Mileage			\$56
Reproduction			1,975
Office Supplies			225
Technology Charge			2,276
Soil Sampling (Aspect)			7,800
Landscape Architecture Services (HBB)			6,547
Public Involvement (EnviroIssues)			7,000
Utilities Coordination (APS)			4,000
			= \$ 29,879

SUBCONSULTANT COSTS (See Exhibit D):

Contingency			= \$ 0
Minus Fee Remaining as of 01/19/13			= -42,788
Fee Reduction			= -\$25,000
GRAND TOTAL:			= \$ 42,186

DATE 7-9-12

EXHIBIT D
Subcontracted Work

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

<u>Subcontractor</u>	<u>Description</u>	<u>Amount</u>
		<u>\$0</u>
	Total	\$0