CityofRedmond
WASHINGTON

AM NO. 12-068 (C8)

MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: April 17, 2012

SUBJECT: **APPROVAL OF CONSULTANT AGREEMENT FOR ENGINEERING SERVICES – WASTEWATER PUMP STATIONS NO. 9, 14, AND MATTAUSCH PRIVATE PUMP STATION ABANDONMENT**

I. RECOMMENDED ACTION:

Approve the Consultant Agreement with Hammond, Collier, PACE for design and construction services for Wastewater Pump Stations No. 9, 14, and the Mattausch Private Pump Station Abandonment in an amount not to exceed $125,000, and authorize the Mayor to sign the agreement; and authorize staff to acquire property rights or necessary easements.

II. DEPARTMENT CONTACT PERSONS:

Bill Campbell, Director of Public Works	425-556-2733
Ron Grant, Assistant Public Works Director/City Engineer	425-556-2742
Lynn Arakaki, Project Manager	425-556-2841

III. DESCRIPTION:

Engineering services for this Consultant Agreement will cover three distinct projects. The first project is the abandonment of Wastewater Pump Station No. 9. This station is located near the intersection of NE 113th Court and Redmond-Woodinville Road. Built as part of the Firstmark development, Pump Station No. 9 services six single-family lots within the plat and is nearing 30 years of service. Due to its age, the station is requiring more maintenance and it has been determined that abandoning this station and installing a new gravity wastewater collection system would be prudent and cost effective.

The project will include the construction of approximately 1,000 lineal feet of 8-inch sewer main to be built in NE 113th Court and Redmond-Woodinville Road, followed by abandonment of the pump station. Side sewer stubs to properties currently not being served by the City's sewer system will be installed as a part of this project. Additional connection charges will be established for unsewered properties that are benefited by this project.

Pump Station No. 14 (North) Abandonment is the second project. It was built in 1984 and is located in the residential neighborhood of Maplebrook on the west side of NE 89th Court, east of 132nd Avenue NE. This station serves approximately 26 homes in the development. The discharge from this station is directed through a force main into Pump Station No. 15.

Included in this project is the abandonment of Pump Station No. 14 (North) and its force main and the construction of approximately 600 lineal feet of 8-inch sewer main within easement areas. In addition, side sewer stubs for parcels along the route will be installed with the project. Additional connection charges will be established for unsewered properties that are benefited by this project.

The third project is the abandonment of a private pump station serving a six-lot plat named Mattausch. Located at the intersection of 149th Avenue NE and NE 70th Court, this plat was built in 1977, and designed with a private pump station which discharges into a manhole located on 148th Avenue NE, the closest sewer main at the time the subdivision was built. In recent years, the owners of the pump station have approached the City on numerous occasions to take over the maintenance of their system because they feel they do not have the expertise to operate the system, increasing the likelihood of an overflow situation.

The City will look at the feasibility of abandoning the station and the construction of approximately 400 lineal feet of 8-inch sewer main and side sewer stubs in 149th Avenue NE. In addition, there are several large parcels that will benefit from this sewer main extension. Additional connection charges will be established for unsewered properties that are benefited by this project.

The Planning and Public Works Committee was briefed on this work at their February 14, 2012 meeting.

For this contract, five firms from the City's consultant roster were asked to submit proposals. Public Works staff members evaluated the five proposals and determined that Hammond, Collier, PACE is the most qualified to perform the work. A copy of each firm's proposal is on file with the Construction Division and is available to the City Council upon request.

The scope of work for this consultant agreement includes, but is not limited to, the preparation of the engineering design, construction plans and specifications, including permits to be obtained, identification of all existing and needed easements, and a construction estimate.

IV. IMPACT:

A. Service/Delivery: This project includes the abandonment of Wastewater Pump Stations No. 9, 14, and Mattausch Private Pump Station. The Consultant Agreement includes the preparation of the engineering design, construction plans, specifications, and a construction estimate for each project.

B. Fiscal:

Project Costs	
Design Consultant – Hammond, Collier, PACE	$ 125,000
City administration	15,000
Total	$140,000

Project Funding:	
Water/Wastewater C.I.P.	$140,000

V. ALTERNATIVES:

The City Council can choose not to approve the Agreement.

VI. TIME CONSTRAINTS:

There are no specific time constraints. These stations are proposed to be abandoned to save on overall maintenance and pumping costs. There will likely be at least two separate construction contracts in different calendar years. The current plan is for construction to occur in 2012 and 2013.

VII. LIST OF ATTACHMENTS:

A. Vicinity Map
B. Consultant Agreement

William J. Campbell, Director of Public Works — 4/5/12 Date

Approved for Council Agenda — John Marchione, Mayor — 4/9/12 Date

ATTACHMENT A

VICINITY MAP

Legend

- Private Pump Station Abandonment
- Pump Station Abandonment
- Redmond City Limits
- Wastewater Basin Area

City of Redmond, Washington
03/13/2012

Wastewater Pump Stations #9, 14 and Mattausch Abandonment

ATTACHMENT B

CONSULTANT AGREEMENT

PROJECT TITLE **Wastewater Pump Stations 9, 14, and Mattausch Abandonment**	WORK DESCRIPTION **Provide engineering services for the design and construction of gravity sewer systems to eliminate and abandon existing Wastewater Pump Stations 9, 14, and Mattausch private pump station.**
PROJECT NO. **20021130.03.01.02**	
REDMOND BUSINESS LICENSE NO.	CONSULTANT/ADDRESS/TELEPHONE **Hammond Collier PACE** **4010 Stone Way N, Suite 400** **Seattle, WA 98103** **(206)632-2664**
FEDERAL I.D. NO. **91-1553757**	
MAXIMUM AMOUNT PAYABLE **$125,000.00**	COMPLETION DATE **December 2013**

Index of Exhibits

Exhibit "A" – Scope of Work
Exhibit "B" – Payment (Negotiated Hourly Rate)
Exhibit "C" – Consultant Fee Determination
Exhibit "D" – Subcontracted Work/Fee Determination
Exhibit "E" – Title VI Assurances

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, between the City of Redmond, Washington, hereinafter called the "CITY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the CITY desires to accomplish the above referenced project; and

WHEREAS, the CITY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a consultant to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I
GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II
SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this AGREEMENT.

III
GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY. The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation.

The CONSULTANT shall prepare a monthly progress report, in a form approved by the CITY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports, plans & specifications, and other data furnished to the CONSULTANT by the CITY shall be returned. All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV
TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays beyond the control of the CONSULTANT.

V
PAYMENT PROVISIONS

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "B" attached hereto, and by this reference made part of this AGREEMENT. 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 specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

VI
SUBCONTRACTING

The CITY permits subcontracts for those items of work as shown in Exhibit "D" attached hereto and by this reference made a part of this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown in Exhibit "D".

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All reimbursable hourly rates and direct non-salary costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts shall contain all applicable provisions of this AGREEMENT.

With respect to subconsultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

VII
EMPLOYMENT

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the CITY, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

VIII
NONDISCRIMINATION

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et. seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "E" attached hereto and by this reference made a part of this AGREEMENT, and shall include the attached Exhibit "E" in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX
TERMINATION OF AGREEMENT

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the CITY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of the AGREEMENT plus any direct nonsalary costs incurred at the time of termination of the AGREEMENT.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the CITY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the

CONSULTANT hereby agree to complete the work under the terms of the AGREEMENT, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X
CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI
DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works or City Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or City Engineer's decision, that decision shall be subject to de novo judicial review.

XII
VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in King County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in King County.

XIII
LEGAL RELATIONS

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the CITY and their officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the conduct of the CITY, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the CITY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the CITY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the CITY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the State of Washington.
B. Commercial general liability and property damage insurance in an amount not less than one million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) aggregate for bodily injury, including death and property damage.
C. Professional liability insurance in the amount of $1,000,000 or more against claims arising from the performance of professional services under this contract.
D. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar ($1,000,000) combined single limit.

Excepting the Worker's Compensation and Professional Liability insurance secured by the CONSULTANT, the CITY will be named on all policies as an additional insured. The CONSULTANT shall furnish the CITY with verification of insurance and endorsements required by the AGREEMENT. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the CITY, and any other insurance maintained by the City shall be excess and not contributing insurance with respect to the CONSULTANT's insurance.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the CITY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the CITY.

The CITY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the CITY may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

XIV
EXTRA WORK

The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

The CONSULTANT must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within thirty (30) days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

Notwithstanding the terms and conditions of the first two paragraphs above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV
ENDORSEMENT OF PLANS

If applicable, the CONSULTANT shall place its endorsement on all plans, estimates or any other engineering data furnished by them.

XVI
COMPLETE AGREEMENT

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XVII
EXECUTION AND ACCEPTANCE

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

By: _____

Title: _____

CITY OF REDMOND

By: _____
John Marchione, Mayor

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

SCOPE OF WORK

CITYOF REDMOND
WASTEWATER PUMP STATION NO. 9, NO. 14, AND
MATTAUSCH PRIVATE LIFT STATION ABANDONMENT

DESCRIPTION

This scope of services consists of eliminating three lift stations within the City of Redmond's sewer system. In each case, the nearby gravity sewer system will be extended and connected to the neighborhood collection system, eliminating the need for the lift station. The approximate length of gravity sewer for each location is estimated as follows:

Pump Station No. 9 = 1050 LF (113th Street to SR 202 north of Church)
Pump Station No. 14 = 1000 LF (Alignment to be determined)
Mattausch Private Pump Station = 400 LF (NE 70th Ct. north on 149th Ave.)

Hammond Collier PACE will prepare separate bid documents for each project to allow the City the option to bid the projects as time and funding allow. Each site includes common tasks defined in this scope of work, including but not limited to topographic survey, base map preparation, PS&E, and limited permitting support, bid document production, and limited construction management.

However, Pump Station No. 14 abandonment will involve additional preliminary engineering tasks to determine optimal alignment and method of installation for the gravity sewer. The findings and conclusions will be summarized in a predesign memorandum. Utility easement preparation and acquisition will be required for any option selected at this site. Geotechnical engineering and Landscape architectural support will be required to supplement the sewer alternative analysis.

PROJECT TASKS:
TASK No. 1 – PROJECT MANAGEMENT

1.1 Provide Project administrative services including coordination with the City to ensure work is completed timely and within budget. Monthly statements of progress will be prepared summarizing the project status, fees invoiced, and remaining budget.

1.2 Assign and monitor staff resources to insure compliance with budget and schedule. Technical resource for design team

1.3 Quality assurance and quality control (QA/QC) will be provided as part of this subtask. Deliverables will be reviewed in-house to ensure quality and accuracy of the final deliverable.

1.4 Project meetings will be held with the City of Redmond to discuss deliverables and solicit review comments. Project meetings include a kick off meeting, a meeting to discuss development and submittal of right of entry forms, temporary and permanent utility easements, a meeting at about 50% completion of construction documents, and a meeting at

90% completion of construction plans, specifications, and engineer's estimate. The engineer will prepare agendas for all meeting, take notes during meetings and prepare minutes for all meetings.

1.5 The project manager will prepare the necessary subconsultant agreements and provide all coordination necessary to manage subconsultants.

TASK No. 2 –TOPOGRAPHIC SURVEY & SUBSURFACE INVESTIGATION

Provide field survey along the three proposed alignments, and complete preparation of base mapping. This task also includes the geotechnical boring field work required only for the pump station no. 14 preliminary engineering.

2.1 Research and obtain background mapping; existing easement widths, location and ownership; vertical and horizontal control information on City of Redmond's datum (NAVD 88); rights of way widths; and recorded surveys, and development record drawings.

2.2 Using existing City sanitary sewer records and mapping, City of Redmond GIS mapping information, and ownership records obtained in Task 2.1, Hammond Collier PACE will coordinate with the City staff, provide a list of the private property ownerships, and coordinate rights of entry, utility easement limits, property lines and rights-of-way.

2.3 Complete up to 4 geotechnical borings, to be determined, to confirm the subgrade soil types, determine slope stability and suitability for trenchless sewer alternatives. Prepare subsurface geotechnical report summarizing findings and conclusions.

2.4 Provide utility locates for the three project sites.

2.5 Complete field survey to accomplish the topographic mapping along both sewer line routes.

2.6 Compile field data in preparation for AutoCAD and acquire utility record drawings.

2.7 Prepare base mapping at a drawing scale of 1" = 20' for subsequent half sizing to 1" = 40'. (Vertical scale of 1" = 5'.)

Assumptions:

- Consultant to use a third party for utility locates due to the understanding that One-Call does not complete these services for non-construction actions, they are not comprehensive, and/or that they are not timely.
- The topographic survey along the alignment will be limited to the existing utility easement and temporary construction easement with a combined width of approximately 30 feet. Survey will start a minimum of 50 feet beyond the beginning (or end) of the proposed sewer upgrade

City Responsibilities:

- City will furnish copies of all existing easements, side sewer locations and record drawings for existing gravity sewers within project limits.

Deliverables:

- Three copies of each site's base mapping two copies on 11" x 17" paper and one copy on 22" x 34" paper.

TASK No. 3 – PLANS, SPECIFICATIONS, AND ENGINEERING

3.1 Complete preliminary engineering evaluation of alignment options and cost benefit evaluation for Pump Station No. 14. Evaluate alternative methods, i.e. (trenchless vs. open cut) for sewer installation, identify potential impacts to open cut construction and summarize possible restoration requirements.

3.2 Complete horizontal & vertical design for sewer collection improvements for Pump Station No. 9, No. 14, and Mattausch Private Lift Station.

3.3 Geotechnical evaluation of subsurface soil characteristics and prepare report discussion recommendations for sewer installation methods.

3.4 Meet with City staff to discuss and arrive at final alignments.

3.5 Potholing of critical locations with possible utility conflicts, if required. Field survey crew to follow-up and reference its findings to original base mapping and adjust alignments as necessary.

3.6 Prepare sections and details to support horizontal and vertical alignment design.

3.7 Prepare restoration details for landscaping and paving as necessary.

3.8 Prepare 50% plans and specifications for the proposed improvements for each of the three locations.

3.9 Attend a design review meeting with the City of Redmond staff.

3.10 Incorporate review comments and requirements.

3.11 Prepare final landscape plan and details.

3.12 Prepare 90% plans, specifications, and cost estimates for the proposed improvements at each of the three locations and submit for review.

3.13 Attend a design review meeting with the City of Redmond staff.

3.14 Incorporate review comments.

3.15 Prepare final plans, specifications and transmittal to City of Redmond Community Development to obtaining the Right of Way Permit, Clearing and Grading permits, and possible variance for landmark tree preservation.

3.16 Issue bid documents in electronic format to the City staff for bid solicitation via Builders Exchange.

Assumptions:

- Special Provisions will be based on the APWA/WSDOT Standard Specifications format.
- ACAD layering will conform to Hammond Collier PACE formatting standards, consistent with APWA formatting standards, and City of Redmond standards.
- Consultant will print 5 copies of 11"x17" (half size) plans for each project site to accompany permit applications, and 5 copies of 11"x17" (half size) plans and five (5) sets of 22"x34" (full size) drawings and project manuals for contract execution upon award.

District Responsibilities:

- City to review the 50% and 90% bid documents and provide review comments within two weeks of receiving the documents.

Deliverables:

- Construction cost estimates at 90% and final submittals of PS&E.
- Five (5) copies of 22" x 34" full size plans for each project site at 50% and 90% plan review milestones and City review.
- After award, submit five (5) sets of 11"x17" & five (5) set of 22"x34" drawings and associated bid documents to City.

TASK No. 4 –PERMITTING SUPPORT:

4.1 Prepare SEPA Checklist for City staff review and concurrence and coordinate with City SEPA official with technical support during Determination of Non-significance review and appeal period. City will provide notices and required publication of proposed action.

4.2 Provide technical support during permit review and approval process. Coordination with the City of Redmond regarding Right of Way Use permits, Clearing and Grading permits, Critical Areas and Landmark Tree preservation, and conditions that must be included in the construction plans to meet their approvals.

Assumptions:

- Wetland delineation or mitigation plans are not necessary.

City Responsibilities:

- City will process SEPA and publish if necessary, and pay publication fee directly.
- City to pay all permit application and processing fees directly.
- City staff prepare all permit applications and submit for review and approval.

Deliverables:

- A completed SEPA checklist by electronic and US mail.
- Consultant will print 5 copies of 11"x17" (half size) plans for each project site to accompany permit applications.
- Up to six (6) Right of Entry forms and associated maps.

This work must begin no later than completion of the 50% design to allow time to process SEPA and obtain the necessary right of way and Clearing and Grading permits assuming 60 – 90 days to process permit applications and receive approvals.

TASK No. 5 –RIGHT OF ENTRY, PERMANENT AND TEMPORARY EASEMENTS:

5.1 Coordination with the City to provide notice to all property owners along the alignments of pending design and construction activities. Provide up to six (6) Right of Entry forms and associated maps for signature with private property owners.

5.2 Prepare legal descriptions and exhibits for temporary and permanent utility easements for final approved alignment for Pump Station No. 14 abandonment.

5.3 Coordination with the City to provide notice to all property owners along the alignments of pending design and construction activities. Provide technical assistance to City staff during utility easement negotiations and acquisition. This could include staking proposed utility easements in field as an illustration to property owners of the impacts.

Deliverables:

- Up to six (6) Right of Entry forms and associated maps.
- Up to eight Permanent and eight Temporary easement legal descriptions.
- Provide up to eight exhibits on 8 ½ x 11 inch sheets depicting lot lines, easement boundaries and proposed sewer main.

TASK No. 6 – BIDDING ASSISTANCE

6.1 Provide interpretations and clarifications for plans and specifications during bidding. Provide written response to be included in addendum(s) summarizing questions and responses for all bidders. Prepare up to two addenda as necessary to clarify or correct contract documents.

Assumptions:

- A pre-bid walk-through is not necessary.

City Responsibilities:

- The City staff will facilitate bid opening.
- City staff to send out Notice of Award using information provided by consultant.

Deliverables:

- Prepare up to two addenda, if needed.

TASK No. 7 – CONSTRUCTION MANAGEMENT SUPPORT

7.1 This task provides for construction management support for the Construction Contract. Specific activities include:

- Attend pre-construction conference.
- Review up to ten (10) shop drawings and material submittals.
- Request for Clarification (RFI): Respond to no more than ten (10) RFI's and provide written clarifications of the construction documents as needed.
- Prepare and process change orders, as necessary.
- Maintain communication and coordinate with City of Redmond staff by conducting progress meetings as needed with the contractor and other stakeholders to confirm permit compliance and advise of construction progress. Consultant will prepare agenda and complete and distribute minutes of progress meetings.
- Prepare monthly Statements of Progress for City review and approval.
- Assist the City in conducting final inspection, prepare punchlist, and determine substantial completion.

Assumptions:

- City will issue the Notice to Proceed with assistance from consultant.
- Construction Survey will be provided by the contractor's surveyor.
- Coordination meetings will be located on-site or at a location to be determined.
- The punchlist will be developed jointly by Hammond Collier PACE and City staff jointly.

City Responsibilities:

- City to arrange and provide meeting facilities for preconstruction conference.

Deliverables:

- Response to up to 10 RFI's by the contractor.
- Written approvals/comments on up to ten (10) contractor shop submittals.

7.2 Prepare Project Record Drawings: Compile modifications made during the course of construction into record drawings using the contractor's marked up drawings.

Deliverables:

- Submit City standard record drawing package after construction is accepted and project is complete.

7.3 Field Observation services will be performed by City forces.

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 Part 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. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. **Direct Non-Salary Costs**

   Direct Non-Salary 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. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the CITY's Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with the 48 CFR Part 31.205-46 "Travel Costs". The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. 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 by the CITY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable is comprised of the total amount authorized and the contingencies. The maximum amount payable 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. **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, electronic data 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 thirty (30) 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.

7. **Inspection of Cost Records**

The CONSULTANT and their subconsultants shall keep available for inspection by representatives of the CITY, for a period of three (3) 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 arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

EXHIBIT C

Consultant Fee Determination

Project Name:	PS # 9, 14, Mattausch
Project Number:	
Consultant:	PACE

NEGOTIATED HOURLY RATES

Classification	Hours	Rate	Cost
Principal	86	$170	$14,620
Senior Engineer	118	$140	16,520
Engineer I	192	$97	18,624
Survey Manager	8	$140	1,120
Project Surveyor	34	$115	3,910
Survey Tech I	56	$100	5,600
Party Chief	56	$85	4,760
Drafting Manager	16	$130	2,080
CADD Drafter II	190	$100	19,000
Office Tech III	62	$79	4,898
Subtotal:	818		$91,132

REIMBURSABLES

Mileage	>30 mile radius - no charge	
Reproduction (copies, plots, etc.)		1600
Miscellanous 2% Technology Charges		1842
Utility Locates		3360
	Subtotal:	$6,802

SUBCONSULTANT COSTS (See Exhibit D)

AESI Geotechnical		$8,960
Susan Black Landscape Architect		6272
	Subtotal:	$15,232

TOTAL	$113,166
CONTINGENCY	11,834
GRAND TOTAL	**$125,000**

EXHIBIT D

SUBCONTRACTED WORK

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

Project Name: PS # 9 & #14
Project Number:
Consultant: PACE

Subconsultant	Work Description	Amount
AESI Geotechnical	Geotechnical Engineering	$8,960
Susan Black Landscape Architect	Landscaping	$6,272
TOTAL		$15,232
GRAND TOTAL		**$15,232**

EXHIBIT E

TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

1. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to non-discrimination in the same manner as in federally assisted programs of the CITY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the AGREEMENT.

2. NON-DISCRIMINATION: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the Regulations.

3. SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. INFORMATION AND REPORTS: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

5. SANCTIONS FOR NON-COMPLIANCE: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

   - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

6. INCORPORATION OF PROVISIONS: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.