

RESOLUTION NO. 10-696

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING SUPPLEMENT NO. 5 TO THE EXISTING
CONTRACT WITH HAMMOND COLLIER WADE
LIVINGSTONE FOR ENGINEERING SERVICES ON THE
RAILROAD AVENUE STREET IMPROVEMENT PROJECT

WHEREAS, Hammond Collier Wade Livingstone is under contract with the City for Engineering, Project Management / Administration, and Inspection Services during the construction phase of the Railroad Avenue Street Improvement Project; and

WHEREAS, the construction phase has taken longer than anticipated, the number of change orders has greatly exceeded the contract scope number, and the number of subcontractors has significantly exceeded the expected number when the original contract was negotiated; and

WHEREAS, the City is in need of continued Project Management, Administration and Inspection Services to complete and close out the Railroad Avenue Street Improvement Project;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is authorized to execute Supplement No. 5 with Hammond Collier Wade Livingstone in the amount of \$34,353 for continued Construction Management / Administration, Inspections, Engineering and Surveying Services to oversee the completion and closeout of the Railroad Avenue Street Improvement Project in the form substantially attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF AUGUST, 2010.

CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:



Brenda L. Martinez, City Clerk

Supplemental Agreement Number 5	Organization and Address Phone: Hammond Collier Wade Livingstone 7502 Lakewood Dr. W. Suite D Lakewood, WA 98499 (253) 472-1992	
Original Agreement Number: 07-20-011		
Project Number 07-20-011-007	Execution Date	Completion Date 7/15/10
Project Title Railroad Ave. Limited additional Construction Services	New Maximum Amount Payable \$ 287,814.00	
Description of Work: Provide construction management, inspection, as well as monument staking for the Railroad Ave. Project.		

The City of Black Diamond desires to supplement the agreement entered into with Hammond Collier Wade Livingstone and executed on February 19, 2008 and identified as Professional Services Agreement.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

I

Consultant shall provide the additional service set forth in the attached Exhibit A, Supplement 5.

II

Compensation for additional services added to the Agreement by this Supplement is based upon substantial completion of the project occurring on or before June 18th, 2010 and for final acceptance by the City to occur on or before June 25, 2010. In the event that final acceptance does not occur by such date and such delay is not caused by acts or omissions of the Consultant, Consultant shall be compensated for additional work satisfactorily performed to the date of final acceptance on a time and materials basis at the rates set forth in Exhibit B hereto.

III

Consultant shall be compensated up to an additional \$ 34,353.00 as detailed in the attached Exhibit B for the additional work added to the Agreement by this Supplement. This Supplement, combined with the original contract amount of \$110,006.00 and supplements #1, #3, and #4 (Supplement #2 has been voided) in the amount of \$143,455.00, brings the total contract amount to \$ 287,814.00.

IV

All provisions in the Agreement remain unchanged except as expressly amended by this Supplement.

The parties hereby agree to the terms of this Supplement:



Consultant Signature



Date



Approving Authority Signature



Date

EXHIBIT A
Supplement 5
to

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF BLACK DIAMOND
AND
HAMMOND COLLIER WADE LIVINGSTONE
SCOPE OF SERVICES FOR
CONSTRUCTION MANAGEMENT, INSPECTION
AND
CONSTRUCTION STAKING FOR THE RAILROAD AVE. PROJECT

GENERAL DESCRIPTION

The base contract scope of work was developed to provide PS&E for the design of pedestrian improvements and reconstruction of Railroad Avenue under a TIB Grant. As part of this project, the City of Black Diamond wishes to expand the scope of services to include construction management, 3/4 time inspection, and construction staking services. Since that time the City has requested additional services out side of the construction services outlined in Exhibit A, Supplement 4. These additional out of scope services have been submitted on Progress Billing Reports and invoices. Hammond Collier has been asked to supplement the agreement to provide the necessary Construction Management and Inspection Services needed to complete the project. Hammond Collier will prepare 3 request for payment. Hammond Collier will keep on file request to sublet work, and will validate certified payrolls for the project. Hammond Collier will perform wage rate interviews, monitor right-of-entry agreements, monitor working days, prepare statement of weekly working days and daily inspection reports with photos, collect and monitor delivery certificates, and truck tickets. Hammond Collier will track requests for information, and change orders, 3 are anticipated. Hammond Collier will administer request for materials approvals or source, authorization for or equal substitution materials, shop drawing approval, and minor design modifications consistent with WSDOT Construction Manual, RAM, QPL, and sub-contractor approvals. Hammond Collier will provide oversight of weekly construction meetings and preparation of meeting minutes as well as assisting with schedule tracking, approval of traffic control plans, scheduling for materials testing and oversight, along with survey scheduling for monumentation. Hammond Collier will also monitor the project for environmental compliance and erosion control, and will issue notice of substantial completion, notice of project acceptance, notice of project completion of Public Works Project to Revenue and Employment Securities, as well as contract compliance through project close out. Project close out will include preparation of record drawings (as-built).

Project files will be retained by Hammond Collier and categorized for audit purposes. At completion of the project one full set of files will be provided to the City and another set will remain with Hammond Collier to be archived for five years.

City Responsibilities:

The City will provide right of entry agreements from adjacent landowners and will review and approve request for progress payments prepared by Hammond Collier. The City will also provide project oversight for approval of change orders and general guidance for any design modifications. The City will provide a representative at the weekly construction meetings. The City will contract with a materials testing laboratory for all necessary materials testing necessary for completion of the project. All project permits will be acquired by the City at their expense.

PROJECT TASKS

Construction Management and Inspection

Task 1.0 – Project Management

1.1 – Project Management

This task includes coordination with the City to complete the services and to invoice for said services. Monthly statements of progress will be prepared identifying work completed to date and a summary of expenses for invoicing.

Task 2.0 – Construction Management

This task will include such services as preparation and or response to such items as; request for information, preparation of change orders, change order cost estimate verification, materials approvals, authorization for “Or Equal” substitution materials, consistent with QPL and design modifications, attendance at weekly construction meetings, shop drawing approval, preparation of Request for Progress Payments, etc.

2.3- Notification of Public Works Project

This task requires the completion and submittal of forms to be submitted to the departments of Labor and Industries, Revenue, and Employment Security

2.4 – Progress Payment and Intents to Pay

This task is for receipt, review, and filing of contractor intents to pay prevailing wage forms as well as preparation of monthly pay request (3 anticipated). Pay request will be based off of materials on hand as well as actual work units completed and will be tracked through materials logs for material supply tickets.

2.5 - Request to Sublet Work, Certified Payroll Validation

This task provides for the review and processing of request to sublet work required for all sub-contractors as well as review and validation of weekly certified payrolls for all contractors and sub-tier contractors. Certified payrolls will be checked for compliance to state wage rate requirements for various labor classifications for both contractor and sub-tier contractors.

2.6 – Change Orders (assumes 3)

This task allows for the preparation of responses to questions by contractor and suppliers as they pertain to the specifications and materials to be supplied to the project; preparation of change orders that may occur during the construction of the project; and justification and a validation of cost recommendation.

2.8 - Weekly Construction Meetings, Meeting Minutes, Traffic Control Plans

This task allocates time for a weekly construction meeting between all project stakeholders to address issues and monitor the project and its schedule. Meeting minutes will be prepared outlining points of discussion and issues to be addressed by the various parties. These minutes will be forwarded to the City on a weekly basis. Traffic control plans will be reviewed for compliance to the MUTCD and other traffic control documents for compliance and approval.

2.9 - Project Close Out

This task accounts for preparation of final project close out documents, project acceptance, notifications of completion, release of retainage, turn over of files to the City.

2.10 - As-Built Drawings

This task consists of preparing as-built drawings.

Task 3.0 – Construction Inspection and Reports

3.1 – 3/4 time Inspection and Daily Reports

This task will include daily inspection and preparation of daily inspection reports and photographs of daily project work. Inspection reports will be forwarded to the City on the following day electronically through out the project construction period.

3.2 - Monitor Wage Rates, Working Days, Schedule

This task allows for wage interviews of employees of the Contractor and sub-tier contractors for verification that employees are receiving prevailing wages. It also includes preparation of a weekly statement of working days which will be adjusted to reflect time extensions associated with change orders or weather days. The project schedule will be monitored on a weekly basis for compliance, and direct requests for modification of schedule will be issued to contractor on an as needed basis.

3.3 – Punch-list and Monitoring Punch-list Completion

This task allows for the development of a final project punch-list and allocates time for inspection to verify completion of punch list item.

3.4 – Final Inspection

This task entails final inspection with the City's representative to verify the City considers the project fully complete and is ready to issue notice of project acceptance.

Task 4.0 – Construction Staking

4.8 - This task is for monument staking of 3 monuments associated with the project.

Staff Report

Although the current contract with HCWL is a time and expense contract not to exceed \$135,890 for the services during construction the contract specifically capped those costs on some basic assumptions.

1. change orders would not exceed 5
2. Requests for information would not exceed 5
3. The project would be substantially complete by May 28th.

All three of these contract conditions have been exceeded. The time and cost estimates in exhibit B only provide information as to how the cap fee was arrived at. In the course of the work some items may be higher and some lower. But in the case where basic assumptions in arriving at a price were exceeded, the contract clauses of 1.1, 1.2, and 2.2 allow for renegotiation.

As change orders came up HCWL was willing to assist us with the additional work and keep the project moving. Midway through the project (before the bad weather of May) the contract with HCWL appeared to be still be on track to finish on budget in spite of additional change orders. At that time HCWL, was willing to facilitate the project and assist us with the additional change orders, rather than stop work and wait for additional authorization.

Rather than try and differentiate the additional cost of the change orders, Requests for Information and the inefficiencies of the longer term project, HCWL just estimated what it would cost to finish the project

#1. Contract Supplement for HCWL. \$34,353 (not much choice here as the city currently does not have the staff level to provide these services)

Our current contract scope was to cover 3 change orders. The project currently is at **17 change orders**. 9 that were additions elected by the city; 2 public relation solutions requested by the city staff; 3 unknown site conditions to deal with; and three design/specification issues with one at no cost.

The original scope depended on the project being complete at the end of May. The project will be complete at the end of June. The **additional month** added significant additional cost to the project oversight.

The original scope anticipated 3 or 4 subcontractors. J.R. Hayes has used around **10 subcontractors** which increases the paperwork and administrative costs on the project management side.

#2. Process another change order to dispose of the contaminated material stored at the public works yard. \$18,000 +/- (alternatively, the city could store the material until a project came along where we could use it as part of a project)

#1 + #2 = \$52,353 The project would still be \$120,000 under budget and free REET funds up for other City capital project needs.

#3 Install retaining wall along the sidewalk on the east side of the road for a more complete look. Cost would be \$15,000+/- The bank is far enough back that a retaining wall is not needed. A wall that would connect to the two existing sections of wall would look much nicer.

#1 + #2 + #3 = \$37,353 The project would still be \$105,000 under budget and free up REET funds for other City capital project needs.

Projected Budget at Completion

Budget Funding	\$1,189,416	TIB Grant of \$917,000 (\$867,359 + \$50,000*) +Real Estate Excise Tax \$162,100 + storm water funding \$40,000 + BFB \$69,957
Less	\$117,751	Design engineering by HCWL
Less	\$700	City Attorney charges
Less	\$12,300	Right-of-way expenses
Less	\$2000	Miscellaneous expenses
Balance	\$1,056,665	Available for Construction
Less	\$635,000 +/-	JR Hayes & Sons bid amount
Less	\$9000 +/-	testing
Less	\$97,000 +/-	Change orders
Less	\$135,890 +/-	HCWL project management / inspection
Less	\$4500 +/-	Gas service to city property
Cost subtotal	\$881,390	
Balance	\$175,000	Under Budget

* TIB (Transportation Improvement Board) estimated increase to assist coverage of additional project management costs and change orders

The TIB funds are nearly fully utilized and the match requirement has been met any additional expenses will be funded by City Real Estate Excise Tax Funds, storm utility funds and or street funds.