

**INTERLOCAL AGREEMENT**

**CITY OF SAMMAMISH AND  
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT**

**INGLEWOOD HILL STORMWATER RETROFIT AND NON-MOTORIZED  
IMPROVEMENT PROJECT  
AND  
INGLEWOOD HILL RD @ 211TH PL NE WATER MAIN REPLACEMENT PROJECT**

**RECITALS**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Sammamish, a municipal corporation (the “City”), and the Sammamish Plateau Water and Sewer District, a municipal corporation (the “District”) (individually a “Party” and collectively the “Parties”), for the purposes set forth below.

WHEREAS, the City proposes to proceed with the Inglewood Hill Stormwater Retrofit and Non-motorized Improvement Project (the “City Project”); and

WHEREAS, the District proposes to proceed with the Inglewood Hill Rd @ 211th PL NE Water Main Replacement Project (the “District Project”); and

WHEREAS, the District provides water and sewer service in the general area of the Project in accordance with applicable Washington State and King County laws, regulations and franchises; and

WHEREAS, the City and the District can achieve cost savings and benefits in the public’s interest by the City executing the work associated with the District Project, in conjunction with the construction of the City Project (hereinafter, collectively referred to as the “Project”); and

WHEREAS, the District provided the City with a design and specifications for the District Project (collectively, “District Plans”), and the City incorporated the District Plans into the City’s plans and provisions for the City Project (hereinafter, the “Project Construction Contract”<sup>1</sup>); and

WHEREAS, the City publicly bid the Project in accordance with applicable public works laws, received bids for the Project, and furnished the District with the complete bid of the bidder determined by the City to be the lowest responsive and responsible bidder, including all bid prices for the District Project; and

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<sup>1</sup> The “Project Construction Contract” refers to the *Contract Plans and Contract Provisions for the Construction of the Inglewood Hill Stormwater Retrofit and Non-motorized Improvement Project*, dated May 2016, and any addendums thereto.

WHEREAS, the bidder determined by the City to be the lowest responsive and responsible bidder for the Project is acceptable to the District, and the District now desires to have the District Project included and performed as part of the Project, and to reimburse the City for the performance of the District Project as provided in this Agreement; and

WHEREAS, the City additionally proposes to provide Construction Management Services and Geotechnical Materials Testing for the Project, inclusive of the District Project, and the District agrees to reimburse the City for the performance of said services, as provided in this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the following terms and conditions, the Parties agree as follows:

### I. CONTRACT PERFORMANCE

A. The District hereby approves the lowest responsive and responsible bidder for the Project, inclusive of the District Project.

B. The City agrees to execute the work associated with the District Project as part of the Project, and to have the selected contractor perform the District Project. The Scope of Work and Cost Estimate for the District Project are attached as Exhibit A1 and A2, respectively. Actual costs will be determined as a result of approved contract bids and actual construction costs as provided for in this Agreement at Section III.

C. The District agrees to reimburse the City for work associated with the District Project as part of the Project, as well as for its proportionate share of the City's Construction Management and Geotechnical Materials Testing services, as provided in this Agreement.

### II. CONTRACT ADMINISTRATION

A. The City shall provide the necessary engineering, administrative, inspection, testing, and clerical services necessary for the Construction Management Services and Geotechnical Materials Testing of the Project, inclusive of District Project. The Project Scope and Fee Estimate for Construction Management Services are attached in Exhibit B. The Project Scope and Fee Estimate for Geotechnical Materials Testing are attached in Exhibit C. In providing such services, the City may exercise all the powers and perform all the duties as authorized by law and this Agreement.

B. The District will furnish, and the City will allow, an inspector to be on the District Project site to verify proper compliance with requirements set forth in the Project Construction

Contract while the Contractor is performing the work associated with the District Project. The District's inspector shall promptly advise the City of any deficiencies noted, pursuant to the provisions of Section II.I. of this Agreement.

C. The District and the City mutually recognize that the Project Construction Contract allows for 8 hour work days by the Contractor, Monday through Friday, with Saturday work allowed on the District Project upon request by the Contractor with City and District advanced approval. Availability of City and District personnel shall be considered prior to request approval. No work shall be allowed on Memorial Day, Fourth of July, Labor Day, and other City holidays.

D. The District shall provide necessary engineering support for the District Project including, but not limited to, preparation of change orders, resolution of claims, processing of shop drawings, and written communication with the Contractor. All written communication by the District with the Contractor shall be submitted to the City for final review and processing.

E. The District shall notify the City as soon as practicable, in writing, of any changes it wishes to make in the District Plans that may substantially change the scope of the District Project. The District will obtain the City's advance approval, in writing, of such changes. Similarly, the City will notify the District as soon as practicable, in writing, of any changes it wishes to make in the Project Construction Contract that may materially impact the scope of the District Project. The City will obtain the District's advance approval, in writing, of such changes. Notification and approval shall be given in writing prior to commencement of the changes. The cost of the change(s) to both Parties shall be borne by the Party proposing the change(s), and any cost savings shall benefit the Party proposing the change(s), provided that those cost savings are applicable to expenses that Party would otherwise have been subject to pay. The cost of any change(s) that impact both Parties shall be proportionately borne by both Parties and any cost savings shall proportionately benefit both Parties.

F. Both the City and the District shall approve change orders when change orders include the District Project.

G. Both the City and the District shall approve the Contractor's daily quantity reports when reports include the District Project. When daily work includes both the City Project and the District Project, the City and the District will agree through "neat line estimate measurement" of quantities.

H. Both the City and the District shall approve Contractor's monthly pay requests when pay requests include the District Project.

I. The City shall provide the District with written notice of completion of the District Project, together with draft as-built drawings based on final surveyed locations of the District Project. The District shall have ten (10) calendar days from receipt of the notice of completion to respond thereto, in one of the following ways:

1. The District may accept the District Project. If the District does not respond to the City within ten (10) calendar days from receipt of the notice of completion, the District's failure to respond within such time period will constitute final acceptance of the District Project.

2. The District's inspector may elect to perform a final inspection of the District Project; if the District elects to conduct a final inspection, the inspection shall occur within ten (10) working days of receipt of the notice of completion. The District shall, within ten (10) working days of receipt of the notice of completion, provide to the City final acceptance of the District Project, or alternatively, provide an itemized and detailed punchlist, detailing why final acceptance of the District Project was withheld. In the event the District provides an adequate and reasonable punchlist, the City shall then require the Contractor to complete the work identified on the District's punchlist. The costs for said work—if any—shall be proportionally allocated between the Parties, in accordance with the terms Section III herein. The District's inspector shall perform follow-up inspections within ten (10) working days of notification of completion of punchlist items.

J. The City agrees to assign to the District all rights, burdens, duties and obligations that it may have under the Project Construction Contract as it relates to the District Project, including but not limited to any warranty and maintenance requirements for the District Project. As a result of the assignment, City shall expressly be relieved of any and all responsibility and/or liability to the District, Contractor, Subcontractor(s) and any third party, for the District Project. This provision shall not alter the terms of Section IV. This assignment shall be made and become effective at the time the District tenders final payment to the City pursuant to Section III herein, without further acknowledgment by the Parties.

K. The City shall provide the District with final "as built" drawings of the District Project within 60 days after Project completion date. The "as-built" drawings format, type, and quantity shall be consistent with the Contract Documents Appendix F provisions.

### III. PAYMENT

A. The District shall reimburse the City for Actual Costs incurred by the City for any and all work stated on Schedule B of the Project Construction Contract. As used in this Agreement, the term "Actual Costs" means the dollar amount actually paid by the City to its contractor(s), in connection with construction of the Project, including any contract change orders

B. The District shall reimburse the City an additional eight (8) percent of the total Actual Costs incurred by the City for any and all work on the District Project, to compensate the City for the provision of Construction Management Services to the District for the District Project. Project Scope and Fee Estimate for Construction Management Services is attached in Exhibit B.

C. The District shall reimburse the City the Actual Costs incurred by the City for materials testing of the District Project. Project Scope and Fee Estimate for geotechnical materials testing is attached in Exhibit C.

D. Due to the high dollar value of the District's work that will be performed by the City, it is important that reimbursement be done in an expeditious manner. The City will provide the District with a monthly estimate of the Actual Costs incurred for that month, and that estimate will be provided at least seven (7) calendar days prior to the City Council meeting at which payment will be authorized (typically held on the first and third Tuesdays of every month). The City will provide the District with an invoice demanding payment within 10 working days after the City issues payment to the Contractor. Within forty-five (45) calendar days of receipt of the invoice, the District shall reimburse the City for the amount invoiced. Any past due amounts shall accrue simple interest at the rate of one-half percent (0.5%) per month until paid.

E. If the District disputes the dollar amount invoiced, the District shall provide the City with written notice of the dispute, with an explanation of the basis for the dispute no later than ten (10) days after the District's receipt of the invoice. The District's failure to provide timely written notice to the City disputing an invoice shall be deemed an approval by the District of the invoice. The Parties shall attempt to resolve any and all disputes regarding payment to the mutual satisfaction of both Parties by good faith discussions. If any dispute is not resolved through good faith discussions the Parties agree to mediate the matter with a mutually selected mediator, with the mediator's costs to be split equally between or among the Parties. If mediation does not result in a resolution to the dispute, the Parties will have the right to exercise any of its remedies available under law.

#### IV. INDEMNIFICATION AND HOLD HARMLESS

The District shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the District, its agents, or employees arising out of, in connection with, or incident to the work performed under this Contract. It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The City shall indemnify, defend, and hold harmless the District, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the City, its agents, or employees arising out of, in connection with, or incident to the work performed under this Contract. It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

#### V. INDEMNIFICATION OF DISTRICT AND INSURANCE

The City shall require the selected contractor to procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees or subcontractors, including the following:

1. Commercial Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage;
2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and
3. Worker's Compensation insurance at the limits established by the State of Washington.

The City shall require that the City (including its officers, agents and employees) and the District (including its officers, agents and employees) are named as additional insured on all of the aforementioned policies, work performed by or on behalf of the selected contractor.

The City shall obtain from the selected contractor either a certified copy of all policies with endorsements attached, or a Certificate of Insurance with endorsements attached as are necessary to comply with the contract specifications. The City shall provide the District with copies of all such policies and documents received from the selected contractor, upon demand from the District.

The City shall require that the selected contractor defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, arising out of or in connection with the contractor's participation in the Project, except for injuries and damages caused by the sole negligence of the District. The City shall require that the selected contractor waive the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, solely for the purposes of this indemnification.

The City shall require that the selected contractor shall assume sole and complete responsibility for safety and safety conditions at the job site, including the safety of all persons and property during the Project. The City shall require that the contractor comply with all applicable federal, state and local regulations, ordinances, orders and codes.

## VI. OTHER PROVISIONS

A. The City shall retain ownership of and usual maintenance responsibility for work completed by the Project. The District shall retain the rights of exclusive use, regulation, and control of the completed District Project and full ownership of the completed District Project including, but not limited to, the right to sell, transfer, or assign its rights in the completed District Project.

B. This Agreement contains the entire agreement of the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either Party. This Agreement may be amended only in writing, signed by both Parties. Either Party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.

C. Nothing contained herein is intended to, nor shall be construed to create any rights in any third party, or to form the basis for any liability on the part of the Parties or their officials, officers, employees, agents or representative, to any third party.

D. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the Parties.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing Party in any such action shall be entitled to its attorneys' fees and costs of suit from the other Party.

F. This Agreement shall be effective whether signed by both Parties on the same document or whether signed in counterparts.

G. The Recitals set forth above are incorporated herein in full by this reference. This agreement is authorized under RCW 39.34.080. Nothing herein shall be construed to create a partnership or joint venture between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date last written below.

CITY OF SAMMAMISH

SAMMAMISH PLATEAU  
WATER AND SEWER  
DISTRICT

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Lyman Howard, City Manager

John C. Krauss, General Manager

5/18/2016  
\_\_\_\_\_  
Date

5/12/16  
\_\_\_\_\_  
Date

**EXHIBIT A****SCOPE OF WORK AND COST ESTIMATE****INGLEWOOD HILL RD @ 211TH PL NE WATER MAIN REPLACEMENT PROJECT****SAMMAMISH PLATEAU WATER AND SEWER DISTRICT****SCOPE OF WORK**

- Construct approximately 1700 lineal feet of 8-inch diameter DI water main and 1000 lineal feet 4-inch DI water main within Inglewood Hill Rd NE, 211th PL NE, 212th PL NE.
- Installation of 40 replacement 1-inch water services and reconnection of the customer water supply line after testing and acceptance of the water main.
- Construct water appurtenances including 12 8-inch gate valves, one 4-inch gate valve, four fire hydrant assemblies, three 2-inch air & vacuum relief valve assemblies, four type II blow-off assemblies, and one type I blow-off assembly.
- Reconnection of four existing 1-inch service lines to the new 4-inch DI water in 211th PL NE.
- Construction of six connections to the existing water system.
- Abandonment of the existing AC and galvanized steel water mains.
- Restoration of the existing asphalt roadways with permanent HMA trench patch
- Restoration of the existing gravel roadway on 212th PL NE with 2" CSTC.
- Restoration of landscaping and surfaces impacted by water and sewer constructions
- Adjustment of an existing manhole along Inglewood Hill Road to match the finished grade of the sidewalk.
- Adjustment of two valve boxes along Inglewood Hill Road to match finished grade
- Relocation of two fire hydrants along Inglewood Hill Road
- Adjustment of two PRV vaults along Inglewood Hill Rd to match the finished grade of the sidewalk.
- Relocation of one water service along Inglewood Hill Rd.

| <b>Sammamish Plateau Water Sewer District<br/>Inglewood Hill Rd @ 211th PI NE Water Main Replacement<br/>Engineer's Estimate Final Design Submittal</b> |   |                 |              |                   |               |
|---|---|-----------------|--------------|-------------------|---------------|
| <b>NO</b>   | <b>DESCRIPTION OF ITEM</b>                              | <b>QUANTITY</b> | <b>UNITS</b> | <b>UNIT PRICE</b> | <b>AMOUNT</b> |
| B1  | Mobilization, Cleanup & Demobilization                  | 1               | LS           | \$55,000.00       | \$55,000.00   |
| B2  | Trench Safety System                                    | 1               | LS           | \$2,500.00        | \$2,500.00    |
| B3  | Temporary Erosion and Sediment Control Measures         | 1               | LS           | \$3,000.00        | \$3,000.00    |
| B4  | Traffic Control   | 1               | LS           | \$50,000.00       | \$50,000.00   |
| B5  | Potholing   | 1               | LS           | \$5,000.00        | \$5,000.00    |
| B6  | Abandonment of Existing Water Main                      | 1               | LS           | \$2,500.00        | \$2,500.00    |
| B7  | Connection to Existing Water Main                       | 6               | EA           | \$4,000.00        | \$24,000.00   |
| B8  | 8-Inch Ductile Iron Pipe Installation                   | 1,710           | LF           | \$67.00           | \$114,570.00  |
| B9  | 4-Inch Ductile Iron Pipe Installation                   | 1,000           | LF           | \$63.00           | \$63,000.00   |
| B10   | 8-Inch Gate Valve Installation                          | 13              | EA           | \$1,200.00        | \$15,600.00   |
| B11   | 4-Inch Gate Valve installation                          | 1               | EA           | \$1,000.00        | \$1,000.00    |
| B12   | Fire Hydrant Assembly                                   | 4               | EA           | \$5,500.00        | \$22,000.00   |
| B13   | 1-inch Service Installation w/ Single 3/4" Meter Setter | 40              | EA           | \$1,300.00        | \$52,000.00   |
| B14   | 2-Inch Air-Vacuum Relief Valve Assembly                 | 3               | EA           | \$3,500.00        | \$10,500.00   |
| B15   | Type I Blow-Off Assembly                                | 1               | EA           | \$2,500.00        | \$2,500.00    |
| B16   | Type II Blow-Off Assembly                               | 3               | EA           | \$3,500.00        | \$10,500.00   |
| B17   | Reconnect 1-Inch Water Service                          | 4               | EA           | \$700.00          | \$2,800.00    |
| B18   | 6-inch PVC Side Sewer Installation                      | 235             | LF           | \$40.00           | \$9,400.00    |
| B19   | Structure Excavation Class B. Incl. Haul                | 1,550           | CY           | \$15.00           | \$23,250.00   |
| B20   | Crushed Surfacing Top Course                            | 310             | TN           | \$22.00           | \$6,820.00    |
| B21   | Crushed Surfacing Base Course                           | 440             | TN           | \$22.00           | \$9,680.00    |
| B22   | Select Import Backfill Material                         | 1,200           | TN           | \$22.00           | \$26,400.00   |
| B23   | Controlled Density Fill                                 | 10              | CY           | \$130.00          | \$1,300.00    |
| B24   | Permanent Hot Mix Asphalt Trench Patch                  | 805             | TN           | \$125.00          | \$100,625.00  |
| B25   | Landscape & Surface Restoration                         | 1               | LS           | \$10,000.00       | \$10,000.00   |
| B26   | Monument Replacement                                    | 1               | EA           | \$1,500.00        | \$1,500.00    |
| B27   | Adjust Existing Manhole Frames                          | 1               | EA           | \$500.00          | \$500.00      |
| B28   | Adjust Existing Valve Boxes                             | 2               | EA           | \$500.00          | \$1,000.00    |
| B29   | Relocate Existing Fire Hydrant Assemblies               | 2               | EA           | \$2,000.00        | \$4,000.00    |
| B30   | Adjust Existing PRV Vault                               | 2               | EA           | \$2,000.00        | \$4,000.00    |
| B31   | Relocate Existing Water Service                         | 1               | EA           | \$1,000.00        | \$1,000.00    |

**Subtotal**            **\$635,945**

**Sales Tax (9.5%)**       **\$60,415**

**Total**                    **\$696,360**

**EXHIBIT A**  
**Scope of Work**

**City of Sammamish**  
**Inglewood Hill Stormwater Retrofit and Non-Motorized Improvement Project**  
**Construction Management Services**

**INTRODUCTION**

The Inglewood Hill Stormwater Retrofit and Non-Motorized Improvement Project provides for the construction of storm drainage improvements and water quality retrofit within the Inglewood neighborhood in the City of Sammamish. Associated non-motorized improvements, and new water line infrastructure installation are included in the project.

~~The project includes removal of existing structures and obstructions, mitigation planting, asphalt and roadside restorations, and other work as noted in the contract documents.~~

Perteet Inc. (Consultant) will provide construction management services for the City of Sammamish (the City).

Consultant will endeavor to protect the City against defects and deficiencies in the work of the Contractor, but cannot guarantee the Contractor's performance and shall not be responsible for construction means, methods, techniques, sequences, procedures for safety precautions and programs in connection with the work.

**GENERAL SCOPE OF SERVICES**

This agreement includes professional services to provide construction management services including project management, construction inspection, construction administration and documentation and materials testing for the Inglewood Hill Stormwater Retrofit and Non-Motorized Improvement Project as defined below.

The procedures outlined in the WSDOT Local Agency Guidelines (LAG manual) will be used during this project. The following is a description of services to be provided by Consultant.

Consultant's services shall be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Consultant shall have no other obligations, duties or responsibilities associated with the project except as expressly provided in this Agreement. This scope of work describes the Work Elements to be accomplished by the Consultant as summarized under each work element. This scope consists of the following work elements.

**TASK 1: PROJECT MANAGEMENT**

**TASK 2: CONSTRUCTION OBSERVATION**

**TASK 3: CONSTRUCTION ADMINISTRATION AND DOCUMENTATION**

## SCOPE OF SERVICES

The scope of services by the Consultant for Inglewood Hill Stormwater Retrofit and Non-Motorized Improvement Project are summarized below.

### *General Assumptions*

- The attached budget for the services detailed below is based on the services of full-time construction observation and administration on a 128 working day schedule for a 45-hour work week.
- The attached budget provides for approximately three weeks of part time work to prepare for construction and conduct the Pre-Construction meeting.
- The Contractor will provide a field office for the Construction Management team as specified in the Contract Documents.
- Additional effort beyond the reasonable industry standard for each task will be considered Extra Work.
- For the following services, labor allowances are an estimate only. The level of effort required for this work cannot be accurately predicted as it depends on issues outside of the Consultant team's control. Some of these issues include quality of Contractor submittals, number of submittals and if multiple reviews are required, and unforeseen conditions at the site. Allowance for multiple submittals due to unacceptable quality of the submittals is not included in the Labor Hours estimate.
- Consultant will prepare suspension letters and letters acknowledging substantial completion and final completion for City signature and approval.
- City will prepare and sign Notice to Proceed letter to Contractor.
- Management of the work during the PSIFE period is not included in this scope and will be handled by the City of Sammamish.
- Materials Documentation will be performed by HWA under a separate contract with the City and will not be included in this contract. Coordination with HWA regarding Materials Testing is included in this contract.
- Contractor will provide structural design and calculation for sand filter vault. Review will be for conformance with specification.

### **1. PROJECT MANAGEMENT**

- 1.1. Provide project management of the Consultant team. This will include:
  - Project staff management and coordination with outside subconsultants and services.
  - Control of project budget and schedule.
  - Preparation of monthly invoices and progress reports.
- 1.2. Maintain on-going contact with the City's Project Manager via informal meetings, telephone discussions, and electronic mail.
- 1.3. Manage subconsultants as required for site visits, project reporting, project reviews, and general project coordination.
- 1.4. Proactively work with the Construction Contractor.

- 1.5. Monitor the project for potential claims or protests by the Construction Contractor, and advise the project team and City of potential claims and provide support on resolving conflicts and negotiations with contractor on contractor claims or protests if any arises.
- 1.6. Provide monthly reporting of project budget status, consultant budget status, and projected cost at completion.
- 1.7. Preconstruction Meeting – prepare agenda, run meeting, and issue meeting minutes
- 1.8. Weekly Construction Meetings – prepare agenda, run meeting, and issue meeting minutes
- 1.9. Manage and coordinate changes to the contract, including:
  - Coordinating with the Design team and/or answering Contractor Request for Information (RFIs)
  - Issuing field directives.
  - Negotiating and writing change orders.
- 1.10. Provide daily project summary reports to the City that summarizes work to be performed for the day.
- 1.11. Provide weekly project summary reports to the City that summarizes work scheduled to be completed in the upcoming week.
  - Coordinate with the City webmaster and provide regular updates to be posted on the City's website such as Critical Path and monthly schedule updates.
  - Work with the Sammamish Review and the Sammamish Reporter; along with other media outlets to provide information to public about estimated travel times and alternate detours.
- 1.12. Headlight – Consultant will provide a login for the City project manager to view our project “dashboard” online to view, search, sort our field observations in real time, and review Inspector's Daily Reports as desired.

#### **Task 1 Deliverables:**

- Monthly project budget status and consultant budget status reports.
- Preconstruction and weekly construction meeting minutes.
- Project RFIs, field directives, and change orders.
- Daily project summary report (e-mailed daily)
- Weekly project summary report (e-mailed weekly)
- Pavia Headlight login

## **2. CONSTRUCTION OBSERVATION**

Provide the services of full time Construction Observation to observe the technical conduct of the construction, including providing day-to-day contact with the Contractor and the City.

- 2.1. Provide on-site observation and monitoring to observe the technical conduct and progress of the construction. The Construction Observers shall not be responsible for the means, methods, techniques, or procedures of the construction selected by the Construction Contractor(s) or for any failure of Construction Contractor(s) to comply with laws, ordinances, rules, or regulations applicable to the construction work. The parties recognize that the Construction Contractor(s) is responsible for ensuring that construction is in accordance with the plans and specifications.

- **Project Daily Report.** Prepare daily construction reports, detailing the Construction Contractor's operations performed for each day, and records decisions and observations of a general or specific nature in chronological order. Measure quantities of materials installed, log equipment and staff used, and other related items.
  - Verify in the daily report that the Contractor is working with the proper traffic control plans.
  - Document work being done on a force account basis.
  - Verify daily quantities separated by proper Schedules (A, B, and C), including "neat line estimation" of quantities as needed when bid item unit amount is uncertain.
  - Obtain written approval of quantities with representative of Sammamish Plateau Water when daily quantities include Schedule C work.
- Verify that material approval is complete (via ROM) prior to material being used on site.
- **Coordinate Materials Testing and Inspection.** Coordinate report and log the results for field sampling, field testing, and laboratory testing of soils, aggregates and concrete to determine compliance of those materials with construction contract requirements. In those instances where unsatisfactory test results are obtained, follow through with notification to the construction contractor and retesting of the materials after corrections are made.
- **Progress Payment Verification.**
  - Collect and tabulate all quantity delivery tickets.
  - Verify invoicing separated by proper Schedules (A, B, and C), including "neat line estimation" of quantities as needed when bid item unit amount is uncertain.
  - Prepare field note records in accordance with City and grant requirements.
  - Check that Manufactures Certifications and Certifications of Materials origins are received prior to payment.
- Verify acceptance sampling and testing frequencies reflect the actual quantities used.
- **Preconstruction Photographs/Video:**
  - Document existing site conditions by taking photographs/video of project prior to start of construction. Private properties, Inglewood Hill Road, and side streets will be documented.
- **Construction Photographs/Video:**
  - Take construction photographs/video tapes and progress photographs of construction activities on a daily basis to document progress of the work and job site conditions encountered. These photos will be integrated into Headlight and will be a part of all finalized Inspector Daily Reports.
- **Post-Construction Photographs:**
  - Take photographs/video of project at completion of construction.
- Verify that the contractor's work on the Sand Filter Vault meets the plans and specifications as well as the Contractor provided structural shop drawings and calculations.
- Provide review and acceptance of landscaping plants when they arrive on site.
- Provide review and acceptance of all irrigation installation.

- Contact property owners within the project limits who will be directly affected by the construction activities and keep them apprised of project progress and when specific construction activities are expected to occur that would affect their property frontages and driveways.
- 2.2. Project closeout, formal acceptance, review and recommendation. Make recommendations to the City concerning operational acceptance, substantial completion, and final acceptance of the work. Include review of the requests for extension of time by the Construction Contractor. Include recommendation for assessment of liquidated damages, if applicable. Perform a final review and inspection of the construction work and prepare a final list of items to be corrected. After substantial completion of the project, verify completion of the punch list.
- 2.3. Record drawings. Review the Construction Contractor's Record Drawings on a bi-weekly basis (and upon completion of major tasks) to verify posted changes. Draft and stamp as-constructed records to be printed on full size archival quality paper at the completion of construction.

**Task 2 Deliverables:**

- Daily Construction Reports
- Preconstruction, Construction, and Post-Construction Photographs/Video
- Project Punch List (Prepared list and completed list)

**3. CONSTRUCTION ADMINISTRATION, DOCUMENTATION, AND GRANT ADMINISTRATION**

Provide documentation and record keeping in compliance with grant requirements. Consultant will be consistent with WSDOT Local Agency Guidelines as standard practice.

Standard forms will be used for records and reporting procedures. At completion of the project Consultant will provide electronic files of all documentation to the City. Additional paper files will be kept per grant requirements and will be provided to the City upon project completion.

**3.1. Employment Documentation**

- Obtain and approve Request to Sublet.
- Obtain Intent to Pay Prevailing Wage and Affidavit of Wages Paid.
- Obtain certified payroll for prime and subcontractors, and verify that prevailing wage is being met.
- Conduct Employee Wage Interviews and review against certified payroll for compliance.

**3.2. Material Documentation**

- Maintain a submittal and RFI tracking system to assure timely responses and minimize potential delays. Transmit submittals to appropriate Consultant and City for review. Return submittals to the Contractor upon completion of the review process.
- Review all Material Submittals (RAMs) from contractor and seek input from City and Design Engineer where appropriate. This includes all materials used on the project, including water, storm, landscaping, aggregates, pavement, concrete, and steel items.

- Review all Shop Drawings submitted by the contractor. This includes review of Contractor prepared structural shop drawings and structural calculations for the Sand Filter Vault, handrails, and irrigation systems.
- Maintain a Record of Materials (ROM) to ensure proper approval of all materials incorporated into the project.
- Material Acceptance is incorporated on the Field Note Record (FNR) through a link to the ROM.
- Material testing is scheduled based on quantities and test results are tracked on the ROM.

### 3.3. Payment Documentation

- Bid Item quantities will be measured, verified, and agreed upon on a daily basis with the Contractor.
- Prepare monthly Progress Payments for review by the City and Contractor.
- Once the project is 1/4 complete, Consultant will prepare a Cost at Completion document for City review. This document will track paid quantities, expected quantity adjustments, executed change orders, and upcoming change orders.

### 3.4. Grant Reimbursement Documentation

- Prepare and submit all documents on behalf of the City for grant reimbursements for two grants.
  - King County Flood Reduction Grant (\$250,000)
  - King County Sub-Regional Opportunity Grant (\$851,078)

#### **Task 3 Deliverables:**

- All employment documentation (request to sublet, statement of intent to pay prevailing wages, affidavit of wages paid, completed certified payrolls/log, completed employee wage rate interviews).
- All materials documentation files (submittals/ROM, field documentation tickets, CMOs, material test reports).
- All payment documentation files (field note records, payment ledger, signed pay estimates, monthly cost at completion document).
- All reimbursement documentation on behalf of the City for the King County Flood Reduction Grant and King County Sub-Regional Opportunity Grant.

**TIME FOR COMPLETION**

All work under this contract shall be completed within 60 days following the substantial completion of the project.

The scope of this contract is based upon the Contractor completing all construction activity within the time frame specified in the Contract Documents and is based upon a 5 day 45-hour work week by one full-time Construction Manager, one Part Time Construction Observer, and a Construction Technician, as outlined in the budget. In support of this schedule, our contract provides 2 weeks of project set up time, \*\*\*128\*\*\* working days of full time representatives and support staff in addition to 4 weeks of project closure time (Closeout Record Preparation, Record Drawings, etc.). If the work schedule changes due to the contractor working weekends, extended hours, added working days due to change orders or weather delays, or if the construction activity extends beyond the contract time, the Consultant shall inform the City immediately to allow an opportunity for the City to authorize additional budget that will allow us to provide the required additional services. The additional services will be billed at the hourly rates established in the base agreement.

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### Consultant Fee Determination Summary

2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700 | F 425.339.6018

Project: Inglewood Stormwater Retrofit and Non-motorized Improvement Project-CM  
 Client: City of Sammamish

**Hourly Costs Plus Fixed Fee Estimate**

| <u>Classification</u>            | <u>Hours</u>    | <u>Rate</u> | <u>Amount</u>    |
|----------------------------------|-----------------|-------------|------------------|
| Sr. Associate                    | 592.00          | 62.25       | \$36,852         |
| Const Technician I               | 560.00          | 26.00       | \$14,560         |
| Construction Engineer II         | 1,442.00        | 36.00       | \$51,912         |
| Construction Engineer I          | 1,470.00        | 29.00       | \$42,630         |
| Construction Observer III        | 300.00          | 40.00       | \$12,000         |
| Accountant                       | 10.00           | 31.50       | \$315            |
| <b>Total Direct Salary Costs</b> | <b>4,374.00</b> |             | <b>\$158,269</b> |
| <b>Overhead @</b>                |                 | 183.13%     | \$289,838        |
| <b>Fixed Fee @</b>               |                 | 32.00%      | \$50,646         |
| <b>Total Labor Costs</b>         |                 |             | <b>\$498,753</b> |

**Reimbursables**

| <u>Expenses</u>        | <u>Amount</u>     |
|------------------------|-------------------|
| Pavia Headlight System | \$5,700.00        |
| Travel - Allowable     | \$2,000.00        |
| <b>Total Expenses</b>  | <b>\$7,700.00</b> |

| <u>In-House Costs</u>       | <u>Qty</u> | <u>Rate</u> | <u>Amount</u> |
|-----------------------------|------------|-------------|---------------|
|                             |            | \$          | \$            |
| <b>Total In-House Costs</b> |            |             | <b>0</b>      |

**Other**

**CONTRACT TOTAL** **\$506,453.00**

Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment in June of each calendar year.

Prepared By: Mark Holmes Date: April 12, 2016

Project Cost Estimate  
 Inspection and QA Testing  
 Inglewood Hill - Schedule A: Storm Drainage and Non-Motorized  
 Sammamish, Washington  
 Prepared For: Tawai Dalziel: City of Sammamish



HWA GEOSCIENCES INC.

HWA Ref: 2016-P043  
 Date: 2-May-16  
 Prepared By: BKH  
 Revised: SEG

**PROPOSED WORK SCOPE:**

This cost estimate is based on quantities and specifications provided by Perteeet.

1. Attend the Preconstruction meeting.
2. Sampling and testing for trench backfill and roadway repair materials.
3. Inspection and testing of compacted backfill and road base materials.
4. Concrete inspection and testing including: Slump, Air and Compressive Strength. Laboratory testing of concrete aggregates for acceptance.
5. Inspection and testing of HMA placement and compaction.
6. Testing of HMA will include Sampling at the Plant, Laboratory testing for Theoretical Rice Density & Bitumen Content (Non-Statistical).
7. Monitor rock wall and Ultrablock wall construction.
8. QA review, reporting, construction meetings and submittal review.

**ESTIMATED HWA LABOR:**

| WORK TASK DESCRIPTION  | 2016 BILLING RATES |                     |                       |                   |                  |  | TOTAL HOURS | TOTAL AMOUNT |
|--|--------------------|---------------------|-----------------------|-------------------|------------------|--|-------------|--------------|
|  | Principal \$190.00 | Proj. Eng. \$170.00 | Geotech Engr \$105.00 | Inspector \$85.00 | Clerical \$72.00 |  |             |              |
| <b>Soils Inspection and Testing, including:</b>                              |                    |                     |                       |                   |                  |  |             |              |
| Preconstruction Meeting  |                    | 4                   |                       |                   |                  |  | 4           | \$680        |
| Gravel Borrow and Embankment Fill Placement and Compaction (8 visits)        |                    |                     |                       | 64                |                  |  | 64          | \$5,440      |
| Roadbase Materials Placement and Compaction (8 visits)                       |                    |                     |                       | 64                |                  |  | 64          | \$5,440      |
| Aggregate Sampling at the Plant or Site (4 visits for Min. Agg & Conc. Agg.) |                    |                     |                       | 16                |                  |  | 16          | \$1,360      |
| Geotechnical Observation during Wall Construction (4 site visits)            |                    |                     | 24                    |                   |                  |  | 24          | \$2,520      |
| <b>Asphalt Inspection and Testing, including:</b>                            |                    |                     |                       |                   |                  |  |             |              |
| Monitoring and Testing during Placement of HMA (8 visits)                    |                    |                     |                       | 80                |                  |  | 80          | \$6,800      |
| Asphalt Sampling for Ignition Oven Correction (1 visit)                      |                    |                     |                       | 4                 |                  |  | 4           | \$340        |
| Sampling HMA & Aggregate at Batch Plant During Placement (4 visits)          |                    |                     |                       | 16                |                  |  | 16          | \$1,360      |
| Concrete Testing and Inspection  |                    |                     |                       |                   |                  |  |             |              |
| Misc. Concrete (10 visits)   |                    |                     |                       | 60                |                  |  | 60          | \$5,100      |
| <b>Geotechnical Consultation &amp; Project Management</b>                    |                    |                     |                       |                   |                  |  |             |              |
| Geotechnical Consultation  |                    | 16                  |                       |                   |                  |  | 16          | \$2,720      |
| QA Review, Reporting, Submittal Reviews, and Report Distribution             | 6                  | 28                  |                       |                   |                  |  | 34          | \$5,900      |
| <b>TOTAL LABOR:</b>  | 6                  | 48                  | 24                    | 304               | 0                |  | 382         | \$37,660     |

(1 OF 4)

**LABORATORY TESTING ESTIMATE:**

| WORK TASK DESCRIPTION   | Est. No. Tests | Unit Test Cost | Total Cost     |
|---|----------------|----------------|----------------|
| Acceptance Testing for CSBC & CSTC (GS, SE, FF)                 | 2              | \$210          | \$420          |
| Acceptance Testing for Gravel Borrow & Embankment Fill (GS, SE) | 2              | \$175          | \$350          |
| Acceptance Testing for HMA Aggregate (Unc Void, FF, SE)         | 2              | \$245          | \$490          |
| Proctor Tests on all Materials to be Compacted                  | 2              | \$215          | \$430          |
| Acceptance Testing for Concrete Aggregates (GS)                 | 2              | \$95           | \$190          |
| HMA Ignition Oven Correction Factor                             | 3              | \$90           | \$270          |
| HMA Testing for Rice, Extraction and Grading                    | 2              | \$240          | \$480          |
| Concrete Compressive Strength Tests (Cylinders)                 | 40             | \$25           | \$1,000        |
| Lab Total:  |                |                | <b>\$3,630</b> |

**ESTIMATED DIRECT EXPENSES:**

|   |                |
|---|----------------|
| Mileage to job site IRS rate  | \$1,000        |
| Mileage for Sampling Aggregates and HMA at Sources IRS rate 0.58/mile | \$400          |
| Nuclear Gauge Rental: 20 days @ \$30/day                              | \$600          |
| <b>TOTAL DIRECT EXPENSES:</b>   | <b>\$2,000</b> |

**ESTIMATED PROJECT TOTALS AND SUMMARY:**

|                              |                 |
|------------------------------|-----------------|
| Total Labor Cost             | \$37,660        |
| Laboratory Testing           | \$3,630         |
| Direct Expenses              | \$2,000         |
| <b>ESTIMATED TASK TOTAL:</b> | <b>\$43,290</b> |

**Assumptions:**

1. These estimates may require adjustment due to the Contractor's rate of construction, weather delays, night work and/or other factors beyond our control.
2. The HWA PM reserves the right to shift hours between the various subtasks as required.
3. The HWA work scope does not include safety assessment nor work pertaining to any environmental issues.
4. This cost estimate was prepared with the understanding that the Client will schedule inspection as needed.
5. All night work is charged at an 8 hour minimum segment.
6. Does not include geoenvironmental services.

HWA Ref: 2016-P043  
 Date: 2-May-16  
 Prepared By: BKH  
 Revised: SEG



Project Cost Estimate  
 Inspection and QA Testing  
 Ingleswood Hill - Schedule B: Water Line  
 Sammamish, Washington  
 Prepared For: Tawni Dalziel: City of Sammamish

**PROPOSED WORK SCOPE:**

This cost estimate is based on quantities and specifications provided by Peritect.

1. Attend the Preconstruction meeting.
2. Sampling and testing for Select Import and CSBC.
3. Inspection and testing of compacted backfill and road base materials.
4. Inspection and testing of HMA placement and compaction.
5. Testing of HMA will include Sampling at the Plant, Laboratory testing for Theoretical Rice Density & Bitumen Content (Non-Statistical).
6. QA review, reporting, construction meetings and submittal review.

**ESTIMATED HWA LABOR:**

| WORK TASK DESCRIPTION   | 2016 BILLING RATES |                     |                       |                   |                  |            | TOTAL HOURS     | TOTAL AMOUNT |
|---|--------------------|---------------------|-----------------------|-------------------|------------------|------------|-----------------|--------------|
|   | Principal \$190.00 | Proj. Eng. \$170.00 | Geotech Engr \$105.00 | Inspector \$85.00 | Clerical \$72.00 |            |                 |              |
| Soils Inspection and Testing, including:                            |                    |                     |                       |                   |                  |            |                 |              |
| Preconstruction Meeting   |                    | 4                   |                       |                   |                  | 4          | \$680           |              |
| CSBC and Select Import Placement and Compaction (8 visits)          |                    |                     |                       | 64                |                  | 64         | \$5,440         |              |
| Aggregate Sampling at the Plant (2 visits for Min. Agg)             |                    |                     |                       | 8                 |                  | 8          | \$680           |              |
| Geotechnical Observation during Structural Foundation Excavation    |                    |                     |                       |                   |                  | 0          | \$0             |              |
| Asphalt Inspection and Testing, including:                          |                    |                     |                       |                   |                  |            |                 |              |
| Monitoring and Testing during Placement of HMA (2 visits)           |                    |                     |                       | 20                |                  | 20         | \$1,700         |              |
| Sampling HMA & Aggregate at Batch Plant During Placement (1 visits) |                    |                     |                       | 4                 |                  | 4          | \$340           |              |
| Geotechnical Consultation & Project Management                      |                    |                     |                       |                   |                  |            |                 |              |
| Geotechnical Consultation   |                    | 4                   |                       |                   |                  | 4          | \$680           |              |
| QA Review, Reporting, Submittal Reviews, and Report Distribution    | 2                  | 12                  |                       |                   |                  | 14         | \$2,420         |              |
| <b>TOTAL LABOR:</b>   | <b>2</b>           | <b>20</b>           | <b>0</b>              | <b>96</b>         | <b>0</b>         | <b>118</b> | <b>\$11,940</b> |              |

(3 of 4)

**LABORATORY TESTING ESTIMATE:**

| WORK TASK DESCRIPTION                             | Est. No. Tests | Unit Test Cost | Total Cost |
|---|----------------|----------------|------------|
| Acceptance Testing for CSTC and CSBC (GS, SE, FF) | 2              | \$210          | \$420      |
| Acceptance Testing For Select Borrow (GS, SE)     | 1              | \$175          | \$175      |
| Proctor Tests on all Materials to be Compacted    | 2              | \$215          | \$430      |
| HMA Testing for Rice, Extraction and Grading      | 1              | \$240          | \$240      |
| Lab Total:  |                |                | \$1,265    |

**ESTIMATED DIRECT EXPENSES:**

|   |              |
|---|--------------|
| Mileage to job site IRS rate  | \$250        |
| Mileage for Sampling Aggregates and HMA at Sources IRS rate 0.58/mile | \$100        |
| Nuclear Gauge Rental: 10 days @ \$30/day                              | \$300        |
| <b>TOTAL DIRECT EXPENSES:</b>   | <b>\$650</b> |

**ESTIMATED PROJECT TOTALS AND SUMMARY:**

|                              |                 |
|------------------------------|-----------------|
| Total Labor Cost             | \$11,940        |
| Laboratory Testing           | \$1,265         |
| Direct Expenses              | \$650           |
| <b>ESTIMATED TASK TOTAL:</b> | <b>\$13,855</b> |

**Assumptions:**

1. These estimates may require adjustment due to the Contractor's rate of construction, weather delays, night work and/or other factors beyond our control.
2. The HWA PM reserves the right to shift hours between the various subtasks as required.
3. The HWA work scope does not include safety assessment nor work pertaining to any environmental issues.
4. This cost estimate was prepared with the understanding that the Client will schedule inspection as needed.
5. All night work is charged at an 8 hour minimum segment.
6. We assume that the HMA will be accepted by non-statistical means.
7. Does not include geoenvironmental services.
8. Assumes same source for HMA will used as for Schedule A.