



**Washington State
Department of Transportation**

| | | | |
|---|--|--|------------------------------|
| Supplemental Agreement Number <u>1</u> | | Organization and Address | |
| Original Agreement Number LA-9549 | | City of Cheney 112 Anderson Road Cheney, WA 99004 Phone: 509-498-9293 | |
| Project Number Federal Aid Number: STPUS-7681(004) | | Execution Date | Completion Date 6/30/2021 |
| Project Title Washington Street Preservation Project | | New Maximum Amount Payable \$188,231.85 | |
| Description of Work Washington Street Preservation Project (W 6th Street to Oakland Street) - Construction Management Services | | | |

The Local Agency of City of Cheney
desires to supplement the agreement entered in to with Parametrix, Inc.
and executed on November 8, 2019 and identified as Agreement No. LA-9549

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

Section 1, SCOPE OF WORK, is hereby changed to read:
See Exhibit A-1 Scope of Work - Construction Management Services

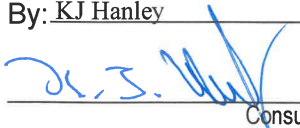
II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion Date of June 30, 2021

III

Section V, PAYMENT, shall be amended as follows:
See Exhibits "E-1" and "E-2"

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: KJ Hanley


Consultant Signature

By: _____

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

| | Basic Agreement | Supplement #1 | Total |
|---|--------------------|---------------------|---------------------|
| Direct Salary Cost | \$25,408.91 | \$26,254.22 | \$51,663.13 |
| Overhead (Including Payroll Additives) | \$45,614.08 | \$47,131.58 | \$92,745.66 |
| Direct Non-Salary Costs | | \$29,150.74 | \$29,150.74 |
| Fixed Fee | \$7,216.13 | \$7,456.20 | \$14,672.33 |
| Total | \$78,239.12 | \$109,992.73 | \$188,231.85 |

EXHIBIT "E-1"

CONSULTANT FEE DETERMINATION - SUMMARY SHEET

Sponsor: City of Cheney Parametrix Project No: 374-2531-032
 Project Title: Washington Street Preservation Project Date: April 29, 2020

CONSULTANT SERVICES SUMMARY (CONSTRUCTION MANAGEMENT)

| A. Direct Salary Costs (DSC): | Parametrix, Inc. | | | |
|-------------------------------|------------------|-----------|---------------------------------------|--------------------|
| Title | | Hours | Hourly Rate | Cost (\$) |
| Office Manager | | 12 | \$53.74 | \$644.88 |
| Senior Engineer | | 184 | \$50.43 | \$9,279.12 |
| Project Engineer 2 | | 120 | \$36.88 | \$4,425.60 |
| Field Inspector | | 434 | \$27.43 | \$11,904.62 |
| | | Subtotal: | | \$26,254.22 |
| | | | Direct Salary Cost (DSC): | \$26,254.22 |
| | | | Overhead Cost (OC) = 179.52% * (DSC): | \$47,131.58 |
| | | | Fixed Fee (FF) = 28.40% * (DSC): | \$7,456.20 |
| | | | Subtotal (Item A): | \$80,841.99 |

| B. Direct Non-Salary Costs: | | | |
|--|--|---------------------------|--------------------|
| <hr/> | | | |
| 1. Geotechnical Engineer (Budinger & Associates) | | | |
| | Direct Labor: | | \$19,688.24 |
| | Reimbursables: | | \$7,450.00 |
| | | Subtotal: | \$27,138.24 |
| 2. Vehicle (Mileage) | 70 trip @ 50 miles per trip = 3500 miles | | |
| | 3500 miles @ \$0.575 per mile | | \$2,012.50 |
| | | Subtotal (Item B): | \$29,150.74 |

Total (Items A and B): \$109,992.73

EXHIBIT "E-2" - PRIME CONSULTANT COST COMPUTATIONS (CONSTRUCTION MANAGEMENT SERVICES)

Local Agency: City of Cheney
 Project Title: Washington Street Preservation Project (W 6th Street to Oakland Street)
 Fed. Aid Number: STPUS-7681(004)

| | | Parametrix, Inc. | | | | Totals | |
|--------------|--|------------------|-----------------|--------------------|-----------------|-------------|--------------------|
| | PROFESSIONAL CLASSIFICATION | Office Manager | Senior Engineer | Project Engineer 2 | Field Inspector | LABOR HOURS | DIRECT SALARY COST |
| | | KJ Hanley | Mike L. | Ryan Z. | Jim T. | | |
| | | RAW RATE | \$53.74 | \$50.43 | \$36.88 | | |
| TASK NO. | TASK DESCRIPTION | | | | | | |
| 5.0 | CONSTRUCTION MANAGEMENT SERVICES | | | | | | |
| 5.1 | Pre-Construction Meeting | | 20 | | 3 | 23 | \$1,090.89 |
| 5.2 | Weekly Construction Meetings | | 48 | | | 48 | \$2,420.64 |
| 5.3 | Construction Observation | | | | 405 | 405 | \$11,109.15 |
| 5.4 | Materials Testing | | 8 | 8 | | 16 | \$698.48 |
| 5.5 | Supervisor Observation | | 16 | | | 16 | \$806.88 |
| 5.6 | Construction Contract Administration | 5 | 10 | 30 | | 45 | \$1,879.40 |
| 5.7 | Technical Interpretations | 5 | 10 | | | 15 | \$773.00 |
| 5.8 | Material Submittal Review | | 20 | 40 | | 60 | \$2,483.80 |
| 5.9 | Prepare Change Order Documentation | 2 | 12 | 8 | | 22 | \$1,007.68 |
| 5.10 | Payment Requests | | 16 | 24 | | 40 | \$1,692.00 |
| 5.11 | Punchlist Review | | 4 | | 6 | 10 | \$366.30 |
| 5.12 | Final Project Construction Documentation | | 20 | 10 | 20 | 50 | \$1,926.00 |
| TOTAL | | 12 | 184 | 120 | 434 | 750 | \$26,254.22 |

| | |
|---------------------------|--------------------|
| DIRECT SALARY COST | \$26,254.22 |
| OVERHEAD @ 179.52% | \$47,131.58 |
| FIXED FEE @ 28.40% | \$7,456.20 |
| | \$80,841.99 |

Exhibit A-1

Scope of Work – Construction Management Services

Project: Washington Street Preservation (W 6th Street to Oakland Street)
Local Agency: City of Cheney
Consultant: Parametrix, Inc.

PROJECT SCOPE

The project will be administered and inspected in accordance with the WSDOT Construction Manual, the Standard Specifications and the Local Agency Guidelines. This project scope is based on an anticipated construction schedule of 45 working days. Parametrix, Inc. will provide the following services for the Project:

5. CONSTRUCTION MANAGEMENT SERVICES

- 5.1 Pre-Construction Meeting:** Attend and facilitate a pre-construction meeting with the Owner, WSDOT Local Programs and the Contractor. Prepare and distribute meeting minutes to all parties involved.

Prior to the Pre-Construction meeting, the Engineer will coordinate with WSDOT Local Programs and download, print out and laminate all required site posters required by WSDOT to be posted/displayed at the Construction Site. (these posters include, but are not limited to: EEO, L&I Notice, Job Safety and Health Protection, Fraud Notice and Employee Rights.

The Engineer will also provide and Deliver to the Contractor 3 full set of plans and Specifications for the project.

- 5.2 Weekly Construction Meetings:** Meet with the Contractor's representative(s) and Owner's Construction Manager on a weekly basis as necessary to coordinate and assist in implementing the construction process. It is anticipated that the meetings will take place at the City of Cheney Public Works Department (8 meetings are included)

Engineer shall act as initial interpreter of the requirements of the Contract provisions & plans and judge the acceptability of the work or the interpretation of the requirements of the Contract provision & plans pertaining to the execution and progress of the work and shall notify Owner, in writing, of any non-conformance with the Contract.

- 5.3 Construction Observation:** Furnish on-site representative personnel; to provide on-the-job, day-to-day observation of the work as defined herein; to prepare monthly written progress reports on the work; to tabulate construction quantities on bid items as set forth in the Contract provisions; and to keep records, sketches, and plans of the construction for the preparation of record drawings of the Project. Also, coordinate on-site testing with testing sub-consultant according to the Contract Specifications.

Resident construction observation shall mean visual observation of construction and the materials used herein, to permit the Engineer to render their professional opinion as to the Contractor's conformance with the design, plans, and specifications. The timing and duration of such observation shall be defined as below:

Construction observation hours are based on;
9 hrs per day for 45 working days

The Engineer's undertaking hereunder shall not relieve the Contractor of the obligation to perform the work in conformity with the plans and specifications and in a workmanlike manner, shall not make the Engineer an insurer of the Contractor's performance; and shall not impose upon the Engineer any obligation to see that the work is performed in a safe manner.

The Engineer will not be responsible for construction (or traffic control) means, methods, techniques, sequences, procedures, or detour routes, or for safety precautions or programs in connection with the work.

- 5.4 Materials Testing Coordination:** Coordinate with Geotechnical subconsultant to provide laboratory materials testing of soils, concrete, and aggregates, and asphalt to be incorporated into the Project. Coordinate with the Geotechnical subconsultant to provide field density testing of existing subgrade, new crushed surfacing and new HMA, where applicable. Review laboratory results for conformance with the Contract documents. Notify the Contractors and the Owner of any non-conforming materials or compaction tests. Budinger and Associates will provide all material and compaction testing services.
- 5.5 Supervisor Observation:** The Engineer shall visit the Project to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract documents.
- 5.6 Construction Contract Administration:** Perform construction administration services per WSDOT Construction Manual, Standard Specifications, and Local Agency Guidelines including review of payroll certifications, review of wage certifications, and wage interviews. Construction administration will be for monitoring purposes only. Enforcement of compliance or investigation of non-compliance will be done by the Owner.
- 5.7 Technical Interpretations:** Assist the Owner in making technical interpretations of the plans, specifications, and Contract provisions, and evaluate requested significant deviations from the approved design or specifications.
- 5.8 Material Submittal Review:** Review the project Record of Materials (ROM) prepared and supplied by WSDOT. Review submittals, Request for Approval of Materials (RAM), shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data which the Contractor is required to submit. Review and approve materials source submittals and assure the required materials acceptance procedures are in compliance with the WSDOT Construction Manual, the Standard Specifications, and the Local Agency Guidelines and Contract Provisions. Will update the Record of Materials as the project progresses and the proposed materials are reviewed,

installed and tested. Upon completion of the project, provide the materials certification per the LAG Manual.

5.9 Prepare Change Order Documentation: Negotiate with the Contractor the scope and cost of any necessary contract change orders per the LAG Manual and WSDOT Construction Manual for both agency and WSDOT approval. All estimated costs and working day revisions shall be independently justified as part of this work.

5.10 Payment Requests: Measure and document installed construction quantities on a monthly basis and develop, review, and approve all payment requests. Approved payment requests will be submitted to the Agency and WSDOT on a monthly basis for final approvals and payment.

5.11 Punchlist Review: Review the work with the Owner upon substantial completion and prepare a punchlist of deficient items. Provide the Contractor and owner with the punchlist.

Make a final review of the construction to determine if the work has been completed in conformance with the intent of the Contract documents jointly with Owner's Construction Manager. Assist in negotiating final payment for construction and submit a final letter report upon which final settlement and termination of the Contract can be based. The Owner and appropriate regulatory agencies may furnish a representative to jointly make the final observation of the construction.

Upon final project acceptance, the Engineer will provide project certifications in conformance with WSDOT Local Program requirements.

5.12 Final Project Construction Documentation: At the completion of the project, all construction documentation, as required WSDOT and the Local Agency Guidelines, will be compiled and organized into a final package. This package will be available for review and audit by the Agency, WSDOT and FHWA for 3 years after the project completion.

EXTRA SERVICES:

In addition to the foregoing specific services, the following special services may be added upon written agreement of the parties by executing an Amendment to this Agreement:

1. Construction Surveying and Staking



Budinger & Associates

Geotechnical Engineering
Environmental Engineering
Construction Materials Testing
Subsurface Exploration
Special Inspection

Unit Cost for Special Inspection and Materials Testing Services

Attn: Mike Leaming, PE

To: Parametrix

Email: mleaming@parametrix.com

Phone: 509.328.3371

Project: Cheney 2020 Arterial Preservation Project

Project Number: M20291

Date:

4/3/2020

| Description | Qty | Units | Price | Total |
|--------------------------------------|------|-------|-----------|--------------------|
| <u>Direct Labor</u> | | | | |
| * Engineer Principal | 2 | hours | \$ 211.17 | \$ 422.34 |
| * Engineer IV | 20 | hours | \$ 200.27 | \$ 4,005.40 |
| * Quality Professional IV | 30 | hours | \$ 126.70 | \$ 3,801.00 |
| * Quality Technician III | 30 | each | \$ 95.73 | \$ 2,871.90 |
| * Quality Technician II | 80 | each | \$ 70.39 | \$ 5,631.20 |
| * Administrator III | 10 | each | \$ 84.47 | \$ 844.70 |
| * Administrator II | 30 | each | \$ 70.39 | \$ 2,111.70 |
| <u>Reimbursables</u> | | | | |
| * Maximum Density/Opt. Moisture | 4 | each | \$ 160.00 | \$ 640.00 |
| * Sieve Analysis | 4 | each | \$ 130.00 | \$ 520.00 |
| * Sand Equivalent | 4 | each | \$ 150.00 | \$ 600.00 |
| * Fractured Face | 4 | each | \$ 150.00 | \$ 600.00 |
| * Nuclear Densometer | 30 | days | \$ 25.00 | \$ 750.00 |
| * Compressive Strength Specimens | 30 | each | \$ 22.00 | \$ 660.00 |
| * Volumetrics | 4 | each | \$ 350.00 | \$ 1,400.00 |
| * Theoretical Maximum (Rice Density) | 5 | each | \$ 90.00 | \$ 450.00 |
| * Oil Content/Sieve Analysis | 4 | each | \$ 240.00 | \$ 960.00 |
| * F150 Lt Duty Truck | 1500 | miles | \$ 0.58 | \$ 870.00 |
| Total This Estimate | | | | \$27,138.24 |

*Technician time, mobilization, and sample pick up time are invoiced portal to portal and subject to a one hour minimum unless otherwise specified in the contract.

*Our involvement is dependent on contractor performance and scheduling, factors which are beyond our control.

*The above estimate is not a lump sum. It is a time and materials estimate. Invoices will reflect actual units. Rates are subject to annual increase of no more than 10%, and the hourly billing rate schedule is audited annually. Hourly billing rate changes will not affect the agreed total contract dollar amount, if any.

*To schedule work, please call the office at 509-535-8841.

*Please sign below to signify acceptance of this proposal to initiate a service agreement.

Accepted By (Print/Sign)

Prepared By: Thomas Black, PE
Construction Services Manager