

AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
FOR WATER RESOURCE ENGINEERING CONSULTING SERVICES
FONES ROAD BOOSTER PUMP STATION – PROJECT # 1426P

THIS AMENDMENT is made and entered into this _____ day of _____ 2016, by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the “City”), and **HDR ENGINEERING, INC**, a Nebraska corporation (the “Contractor”).

Recitals

1. On September 5, 2015, the City and the Contractor entered into a *Professional Services Agreement for Water Resource Engineering Consulting Services* (“Agreement”).
2. The term of the Agreement was to run until June 30, 2017, with compensation not to exceed Two Hundred Seventy-One Thousand, Two Hundred Four, and 40/100 (\$271,204.40).
3. The Agreement also provided that its terms could be “extended for additional periods of time upon the mutual written agreement” of the City and Contractor, and that modification of its terms need to be in writing and signed by both parties.
4. The City and the Consultant desire to amend the Agreement to increase its term and to increase its compensation for additional consultant services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 1 of the Agreement, SERVICES, is hereby amended to read as follows:

1. Services.

Contractor shall provide the services more specifically described in Exhibit "A," and Amendment No. 1 Exhibit "A-1" entitled Scope of Services, attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Section 2 of the Agreement, TERM, is hereby amended to read as follows:

2. Term of Agreement.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than ~~June 30, 2017~~ December 31, 2017. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. Section 4 of the Agreement, COMPENSATION, is hereby amended to read as follows:

4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed ~~Two Hundred Seventy One Thousand, Two Hundred Four, and 40/100 (\$271,204.40)~~ Four Hundred Forty Two Thousand, Three Hundred Four, and No/100 Dollars (\$442,304) calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel attached hereto as Exhibit "B" and Amendment No. 1 Exhibit "B-1."


4. All remaining provisions of the *Professional Services Agreement for Water Resource Engineering Services* dated September 5, 2015 and not here amended or supplemented shall remain as written in said Agreement, and shall continue in full force and effect.

IN WITNESS WHEREOF, the City and the Consultant have executed this **Amendment No. 1** of the Agreement as of the date and year written above.

CITY OF OLYMPIA

By: _____
Steven R. Hall, City Manager
P.O. Box 1967
Olympia, WA 98507-1967
Date: _____

APPROVED AS TO FORM:



City Attorney (DCA)

HDR ENGINEERING, INC.

By: _____
Karen Doherty, Vice President
500 108th Avenue NE, Suite 1200
Bellevue, WA 98004
(425) 450-6200
Date: _____

AMENDMENT NO. 1
EXHIBIT "A-1"

SCOPE OF SERVICES

Construction Management Services

City of Olympia
Fones Road Booster Pump Station
PS&E Development

June 2016



606 Columbia Street NW
Suite 200
Olympia, WA 98501-9000
(360) 570-4400

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EXHIBIT A-1

SCOPE OF SERVICES

The City of Olympia (City) selected HDR Engineering, Inc. (HDR) to complete the plans, specifications, and estimate for the new Fones Road Booster Pump Station (BPS). Amendment 1 provides for the addition of services to be rendered to the City during construction. Exhibit A describes the scope of services.

Task 100 – Project Management

Objective

Provide Project Management services during the Construction phase of the BPS Project. This task will include coordinating and managing the schedule and budget for the project team, including subconsultants.

HDR Services

1. Coordinate and manage the HDR project team.
2. Prepare monthly status reports describing the following:
 - A. Services completed during the month
 - B. Services planned for the next month
 - C. Needs for additional information
 - D. Scope/schedule/budget issues
 - E. Schedule update and financial status summary
3. Prepare monthly invoices formatted in accordance with contract terms.

City Responsibilities

1. Provide prompt processing and payment of compliant invoices. The City will make one progress payment each month provided invoices are complete and accurate from the consultant and in the format requested by the City.

Assumptions

1. The project duration for Tasks 100 and 600 will be 7 consecutive months and the construction period is assumed to occur between July 2016 and January 2017.

Deliverables

1. Monthly reports and invoices (one copy with invoice) will be emailed to the City.

Task 600 – Construction Management Services

Objective

Assist the City in administering the construction contract, observing the work, and reporting the status of the work. HDR will provide services up to the budget limit authorized by the City but will not exceed the budget without additional written authorization.

HDR Services

1. Attend Construction Meetings
 - A. Attend pre-construction meeting
 - B. Attend weekly construction meetings (24 total meetings) with the Contractor and the City.
 - C. Conduct up to 1 weekly site visit to review project progress and/or resolve construction issues.
2. Conduct one-day field visits as required to observe construction and address specific issues that arise.
 - A. The proposed budget includes one field visit weekly by one consultant staff person (24 total) for a duration of two hours.
 - B. The proposed budget includes up to four field visits by a senior electrical engineer to observe construction, verify as-built drawings are being properly developed, develop punch list and confirm that punch list items are corrected.
 - C. The proposed budget includes up to two full days during startup by a senior engineer and a construction engineer.
3. Review and comment on up to 6 monthly project schedule updates submitted by the Contractor.
4. Review up to 50 Submittals – Shop drawings, equipment, material, etc. (The proposed budget includes the review of 35 submittals and an additional 15 reviews of re-submittals.)
 - A. Review and prepare responses to submittals.
 - B. Transmit submittals to the City for distribution.
5. Review up to 25 Request for Information (RFIs)
 - A. Review and prepare responses to RFIs
 - B. Transmit RFIs to the City for distribution.
6. Review up to 10 change order requests from the City and the Contractor, prepare documentation for justification or rejection.
7. Contract directly with construction testing firms(s) such as soils, pavement, compaction, etc.
8. Review up to 50 construction test results provided by the City.
 - Soils and asphalt compaction
 - Concrete field testing reports
 - Masonry grout and mortar testing reports

- Special Inspection Reports
 - Pipe hydraulic pressure test certification
9. HDR will provide the following Start-Up, Testing, and Training Services for the BPS Facility:
 - A. Complete Inspection of Installed Equipment
 - B. Review Start-up, Testing, and Commissioning Plans prepared by others
 - C. Coordinate and Assist with Start-up, Testing, and Training Activities Coordinate start-up, testing, and training activities with the contractor and the City
 - D. Review Equipment O&M Manuals provided by others
 - E. Provide Systems Training (by others)
 - F. Prepare System O&M Manual
 10. Substantial completion determination:
 - A. Prepare punch list and monitor punch list elimination.
 - B. Prepare/Receive closeout documentation.
 11. Record Drawing Documentation – Prepare record drawings using as-built records from the Contractor (53 drawing sheets)

City Responsibilities

1. City will provide staff person(s) to provide full time, onsite construction observation and inspection services. The City inspector will have the following responsibilities:
 - A. Prepare daily written construction observations.
 - B. Take photographs and video as needed to document construction activities and issues that arise.
 - C. Collect, record, and maintain log of construction material quantities. Reconcile quantities with the Contractor for progress payments.
 - D. Observe all construction testing and document results.
2. Participate in meetings with HDR and the Contractor. The City inspector will run the weekly construction meeting.
3. Maintain primary point of contact between HDR and the contractor.
4. Notify the contractor of non-conforming work, and track remedial work.
5. Coordinate all special inspections.
6. Review and approve Contractor's progress Payment Request.
7. Review and approve Field Order changes.
8. Review and approve Change Orders.
9. Respond to issues as they arise.
10. Issue substantial and final completion.
11. Provide legal support as needed.

Assumptions

1. City will provide a single point (inspector for construction and City Project Manager/Project Engineer for everything else) of contact between HDR and the Contractor.
2. City is responsible for construction management, contract administration and daily inspection.
3. HDR staff shall not, as a result of observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's work. HDR staff will not have any authority over or responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, for safety precautions, and programs incident to the Contractor's work in progress, for any failure of the Contractor to comply with Laws and Regulations applicable to the Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
4. HDR will prepare appropriate reporting to document issues to be addressed when on-site. HDR will be in a supporting role to the City's full-time on-site construction observer.
5. The estimated construction phase duration is 6 months (24 weeks). The actual duration of the construction phase is dependent upon contractor's schedule, weather, and other variable factors.
6. The preconstruction meeting will be attended by up to four Consultant staff and will be approximately three hours in duration.
7. The weekly construction meetings will be attended by a maximum of two Consultant staff and will be approximately two hours in duration for a period of 24 weeks.
8. If the Contractor requires a longer schedule and the City requires HDR to be on-site during the extended schedule, HDR will be compensated as an amendment to this scope of services.
9. The City will track, log, and distribute all submittals, RFIs, and change orders. HDR will provide correspondence for reviews directly to the City.
10. Review time for submittals and RFI's from the contractor will depend on the quality, clarity and completeness of the submittals. HDR assumes an average of 1.5 hours of review time for each submittal, RFI, and change order.
11. Review, approval, and documentation for construction testing is assumed to be an average of 0.5 hour or time for each material testing submittal.
12. The City will review and process all Pay Requests, including documenting percent completion for each bid item and tracking truck tickets as required to validate quantities.
13. HDR will have up to two consultant staff on-site during facility startup for two full eight hour days.
14. The City will contract directly with all materials testing firms for specialty inspections. The City will coordinate directly with materials testing firms for all inspections required.
15. Contractor will maintain a set of drawings on-site to document (red-line) changes to work to be submitted for creation of As-built drawings. As-built records from the Contractor will be provided to HDR. HDR will prepare Record Drawings showing only the information provided by the Contractor and/or City, and will not be responsible for the content or accuracy of the Record Drawings other than the information provided.

Deliverables

1. Construction observation reports.
2. Field order and changer order request and supporting documentation.
3. Construction test review documentation.
4. Substantial and final completion documentation.
5. Record Drawings (one pdf, size 11" x 17"), and digital AutoCAD files

Task 700 – Management Reserve Fund – Construction Services

Objective

To provide a contingency fund that the City may authorize use of for additional onsite construction inspection/services not described in Task 600.

HDR Services

1. Contingency services up to the budget allocated.

City Responsibilities

1. Authorize in writing the use of Management Reserve Funds (MRF) when deemed appropriate to address out-of-scope items.

Assumptions

1. Funds in this task will only be utilized if given written authorized by the City.
2. Onsite inspection for this task is assumed to be for one consultant, up to four hours per day, up to five days per week, for a duration of 24 weeks.

Estimated Fee for Professional Services

The estimated total contract amount to complete the professional services identified in this Scope of Services is offered on a **time-and-materials basis not-to-exceed \$171,100**. Following are estimated professional services costs for the tasks provided in this Scope of Services.

Task	Labor Fee	Expenses	Total Fee
Task 100 – Project Management	\$6,067	\$33	\$6,100
Task 600 – Construction Management Services	\$85,460	\$540	\$86,000
Sub-Total	\$91,527	\$573	\$92,100
Task 700 – Management Reserve Fund			\$79,000
Total			\$171,100

A detailed breakdown of HDR labor costs is provided on the following page.

AMENDMENT NO. 1
EXHIBIT "B-1"

BUDGET

Fones Road Booster Pump Station

Project Budget

Task	PSA -Total	Amendment-1	Total Fee with Amendment-1
Task 100- Project Management	\$9,003.92	\$6,100	\$15,104
Task 200- Geotechnical Investigation*	\$12,547.93	\$0	\$12,548
Task 300- PS&E Development	\$206,040.48	\$0	\$206,040
Task 400- Permitting	\$18,612.06	\$0	\$18,612
Task 500- Project Management Reserve Fund	\$25,000	\$0	\$25,000
Task 600- Construction Management Services	\$0	\$86,000	\$86,000
Task 700- Management Reserve Fund	\$0	\$79,000	\$79,000
Total	\$271,204.39	\$171,100	\$442,304

Estimated Fee for Amendment-1

The estimated total contract amount to complete the professional services identified in this Scope of Services is offered on a **time-and-materials basis not-to-exceed \$171,100**.

Following are estimated professional services costs for the tasks provided in this Scope of Services.

Task	Labor Fee	Expenses	Total Fee
Task 100 – Project Management	\$6,067	\$33	\$6,100
Task 600 – Construction Management Services	\$85,460	\$540	\$86,000
Sub-Total	\$91,527	\$573	\$92,100
Task 700 – Management Reserve Fund			\$79,000
Total			\$171,100

A detailed breakdown of HDR labor costs is provided on the following page.

**Exhibit B-1
HDR Estimated Fee Breakdown for Amendment-1**

City of Olympia: City of Olympia Fones Road BPS Construction Mgmt													
HDR ENGINEERING LABOR ESTIMATE													
		Hansen, Jeffrey M	Johnson, Ty M	Koch, John E	Zahler, David L	Lambert, Michael E	Kivela, Jamie	Deters, Richard J	Summers, Charles D	Total Hours	Total Labor Dollars	Expenses	Total Fee
Task #	Tasks & Subtasks	Project Manager	Project Engineer	Project Advisor	Sr Structural Engineer	Architect	Project Controller	Electrical Engineer	CAD				
	Billing Rates	191.31	162.82	262.83	196.06	176.53	140.88	201.98	87.12				
100	Project Management	18	4	0	0	0	14	0	0	36	\$ 6,067	\$ 33	\$ 6,100
	Monthly Invoicing and Project Reports	10					14			24			
	Team Coordination	8	4							12			
600	Construction Management Services	76	218	19	32	21	0	84	40	490	\$ 85,460	\$ 540	\$ 86,000
	Attend Pre-construction Meeting	3	3	3				3		12			
	Attend Weekly Construction Meetings (total of 24)	48	48							96			
	Weekly Site Visit (total of 24) with construction reporting		72							72			
	Field Visit(s)							24		24			
	Review Monthly Project Schedule	6								6			
	Submittal Review	4	20		14	12		25		75			
	RFI Review	2	8		6	9		12		37			
	Review construction test results		13		12					25			
	Review Change Order Requests	3	6					6		15			
	Review Equipment O & M Manuals/Prepare O & M Manuals	2						10		12			
	Facility Startup		16	16						32			
	Substantial Completion	8	16					4		28			
	Record Drawings		16						40	56			
700	Management Reserve Fund - Construction Services	0	485	0	0	0	0	0	0	485	\$ 79,000	\$ -	\$ 79,000
			485.19							485			
	Task Total Hours	94	707.19	19	32	21	14	84	40	1011.19			
	Task Cost	\$ 17,983.33	\$ 115,146.80	\$ 4,993.75	\$ 6,273.76	\$ 3,707.03	\$ 1,972.25	\$ 16,965.98	\$ 3,484.84		\$ 170,528	\$ 573	\$ 171,100

**EXHIBIT B-1
HDR RATE SHEET**

**Fones Road Booster Pump Station
PS&E Development
for City of Olympia**

Name	Billing Rate (minimum)	Billing Rate (maximum)
Architect	\$160.00	\$197.00
CAD	\$74.00	\$97.00
Designer/CAD	\$119.00	\$149.00
Electrical CAD	\$119.00	\$149.00
Electrical Designer	\$133.00	\$165.00
Electrical Engineer	\$185.00	\$225.00
Environmental Scientist	\$100.00	\$140.00
Estimator	\$90.00	\$150.00
ASMEC Design Specialist	\$250.00	\$320.00
Electrical QC	\$209.00	\$253.00
HVAC Engineer	\$131.00	\$163.00
I&C Engineer	\$172.00	\$210.00
Permitting Specialist	\$110.00	\$194.00
Project Advisor	\$244.00	\$293.00
Project Assistant	\$72.00	\$95.00
Project Controller	\$124.00	\$155.00
Project Engineer	\$140.00	\$181.00
Project Manager	\$167.00	\$205.00
Project Principal	\$316.00	\$376.00
QC Lead	\$208.00	\$252.00
Rail EIT	\$92.00	\$118.00
Senior Engineer	\$175.00	\$250.00
Senior Estimator	\$150.00	\$250.00
Sr Permitting Specialist	\$194.00	\$236.00
Sr Project Assistant	\$100.00	\$125.00
Sr Structural Engineer	\$179.00	\$218.00
Structural EIT	\$81.00	\$106.00
Structural Engineer	\$99.00	\$180.00
Structural QC	\$160.00	\$230.00
Transportation EIT	\$90.00	\$116.00