

**CITY OF BLAINE**  
**REQUEST FOR COUNCIL ACTION**  
**MEETING DATE:** May 22, 2006

**SUBJECT:** Residential Street Project Design Contract Amendment #10

**SUBMITTING DEPT:** Public Works

**STAFF CONTACT:** Stephen R. Banham, Public Works Director

**AGENDA LOCATION:** Comments/Communications ☐; Consent ☐; Committee Reports ☐;  
Unfinished Business ☐; New Business ☒; Public Hearing ☐; Standing Committees ☐

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**ATTACHMENTS:** Contract Amendment #10, Reichhardt & Ebe Engineering, Inc.

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**ANALYSIS/SUMMARY:** The design for the Cherry Street Improvements, Peace Portal to Mitchell Street has been completed. We have also included in this project stormwater improvements in the Central Business District below Peace Portal Drive near the Boardwalk. The construction project will be advertised for bids on May 17, 2006 and May 24, 2006 with the bid opening on June 1, 2006. It is expected that the construction would be substantially complete by September 2006.

This proposed amendment to the contract with Reichhardt & Ebe is for engineering construction management to ensure quality performance of work. This includes inspection, review of submittals, processing of change orders, verification of quantities, review of payment requests, surveying, testing, documentation, and preparation of as-built drawings.

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**RECOMMENDATION:** Staff recommends that the City Council waive the second reading and approve contract amendment #10 with Reichhardt & Ebe Engineering, Inc in the amount of \$68,100 for construction management services for the Cherry Street reconstruction and downtown stormwater improvements.

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**FISCAL ANALYSIS:** This amendment will be paid from Fund 333, Residential Street Levy.

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**REVIEWED BY:**

City Manager \_\_\_\_\_ Finance Director \_\_\_\_\_ City Clerk \_\_\_\_\_

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**COUNCIL ACTION:**

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Assigned to: \_\_\_\_\_

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**COUNCIL ACTION:** \_\_\_\_\_

**CITY OF BLAINE**  
**CONTRACT AMENDMENT #10**  
**to the**  
**PROFESSIONAL SERVICES AGREEMENT**  
**with Reichhardt and Ebe Engineering, Inc.**  
**for**  
**RESIDENTIAL STREET PROJECTS**

The contract between the City of Blaine and Reichhardt and Ebe Engineering, Inc. for engineering design and construction support services dated October 4, 2000 is hereby amended as follows:

**Item #1:**        **Section 1, Scope of Work:** shall be amended to add construction management services as described in Exhibit A.

**Item #2:**        **Section 2, Term:** Shall remain unchanged

**Item #3**        **Section 3, Compensation:** shall be amended as follows:

“The City shall pay the Consultant on a time-and-expenses basis Sixty Eight Thousand One Hundred Dollars and No Cents (\$68,100.00) for additional engineering services as described above for a new revised total contract amount not to exceed \$339,613.00, without prior approval.”

All work shall comply with City standards and shall be approved by the City prior to payment.

All other items, terms and conditions of the contract remain unchanged.

This Contract Amendment is effective May 23, 2006

City of Blaine:

Consultant:

\_\_\_\_\_  
Gary R. Tomsic, City Manager

\_\_\_\_\_  
Greg D. Ebe, P.E., Principal

Departmental Approval:

Attest:

\_\_\_\_\_  
Steve Banham, Public Works Director

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Sheri Sanchez, City Clerk

## **EXHIBIT A**

### **SCOPE OF WORK REICHHARDT & EBE**

#### **Cherry Street Improvement, Peace Portal to Mitchell Street**

#### **PROJECT DESCRIPTION**

The work to be performed by the CONSULTANT consists of providing construction administration for the Cherry Street Improvement project and stormwater improvements below Peace Portal (near Boardwalk). The work to be performed by the Consultant consists of submittal review, on-site inspection, construction survey, materials testing, pay estimate preparation, cost tracking, schedule tracking, and the representation necessary to administer and manage the construction contract for the PROJECT to ensure that the work is constructed in accordance with the contract plans and specifications. Construction documentation will be prepared in accordance with the Washington Department of Transportation Local Agency Guidelines (LAG) Manual.

#### **PROJECT MANAGEMENT/ADMINISTRATION**

##### **1. SPECIFIC ACTIVITIES**

- ◆ Develop PROJECT documentation system and tracking systems for submittals, RFI's, change orders, correspondence and PROJECT contacts.
- ◆ Participate in coordination meetings with the Contractor, CITY, and sub-consultants. Meetings will be scheduled in advance and shall occur on a regular basis.
- ◆ Coordinate and track Contractor transmittal of submittals and Requests for Information and report status at coordination meetings. Additional written comments to Contractor submittals and RFI's may be necessary to state the appropriate course of action to be taken.
- ◆ Review monthly progress payments submitted by Contractor and transmit to CITY for payment.
- ◆ Prepare and maintain supporting documentation for the invoices.

##### **2. PRODUCTS**

- ◆ PROJECT documentation system and database.
- ◆ Meeting agenda and minutes of preconstruction and coordination meetings.
- ◆ Database reports of outstanding submittals, RFI's, and change orders for distribution at PROJECT meetings for discussion.

#### **CONSTRUCTION MANAGEMENT/ADMINISTRATION**

##### **1. SPECIFIC ACTIVITIES**

- ◆ Act as daily point of contact with the Contractor and monitor progress and quality of work on a daily basis.
- ◆ Assemble all documentation required to issue changes to the contract. Prepare cost estimates, justification for change, prepare letters to Contractor issuing proposed change orders and requesting cost proposals, lead change order negotiations with the Contractor, prepare negotiation notes, and prepare NTP letters and letters confirming negotiated prices. Prepare amendment to Contractor's contract for transmittal to CITY.
- ◆ Prepare progress estimates for payment to Contractor

- ◆ Review specifications and drawing requirements. Maintain an up-to-date PROJECT manual.
- ◆ Prepare and respond to all PROJECT correspondence.
- ◆ Resolve day-to-day PROJECT issues, as well as design and contract issues with the engineer, Contractor and CITY.
- ◆ Review Contractor's baseline schedules. Maintain schedule updates and review and monitor Contractor's CPM schedule. Provide and maintain as-built schedules and record calendar days during contract work.
- ◆ Insure that environmental, property owner, and CITY commitments are addressed.
- ◆ Coordination and communication with CITY.
- ◆ Preparation of Record Drawings

## **2. PRODUCTS**

- ◆ Written documentation pertaining to PROJECT issues
- ◆ Schedule updates

## **TESTING SERVICES**

### **1. SPECIFIC ACTIVITIES**

- ◆ Manage the performance of quality control testing. Testing will be performed on an as-needed basis by an accredited testing laboratory. Quality control testing services provided as part of the construction management contract shall include but is not limited to:
  - a) Soil materials testing
  - b) Proctor analysis and in-place density testing for backfill operations
  - c) Concrete compression tests
  - d) Asphalt material and density tests

### **2. PRODUCTS**

- ◆ Written test results for all tests conducted.

## **CONSTRUCTION SURVEYING**

### **1. SPECIFIC ACTIVITIES INCLUDE THE FOLLOWING:**

- ◆ Tie out and replace survey monuments (3)
- ◆ Mark saw cuts as needed
- ◆ Provide stakes for water main installation (800 LF)
- ◆ Provide stakes and offsets for storm sewer structures (30)
- ◆ Provide stakes and offsets for sanitary sewer structures (2)
- ◆ Stake sub-grade (approximately 2100 LF)
- ◆ Stake finished grade (approximately 2100 LF)
- ◆ Provide curb offsets and grades (approximately 4500 LF)
- ◆ Provide as-built survey points

### **2. PRODUCTS**

- ◆ Survey notes

## **INSPECTION SERVICES**

### **1. SPECIFIC ACTIVITIES**

- ◆ Inspect work methods and products; verify compliance with PROJECT contract plans and specifications.
- ◆ Inspect materials; verify compliance with PROJECT contract plans and specifications.
- ◆ Monitor schedule process.
- ◆ Coordination with adjacent property owners
- ◆ Point of contact for quality control testing services.
- ◆ Review required wage rates and conduct employee wage interviews.
- ◆ Verify environmental compliance.
- ◆ Coordinate construction survey requirements
- ◆ Prepare inspection correspondence, records and reports.
- ◆ Develop punch lists.

### **3. PRODUCTS**

- ◆ Daily inspection report on quality compliance.
- ◆ Quality Control test reports
- ◆ Punch List

## **PROJECT CLOSEOUT**

### **1. SPECIFIC ACTIVITIES**

- ◆ Conduct final inspection with CITY and CONSULTANT to establish final punch list.
- ◆ Monitor and verify completion of punch list items and issue substantial completion to Contractor.
- ◆ Coordinate transmittal of Contractor's and surveyor's as-built information to CITY.
- ◆ Transmit recommendation of final completion letter to CITY.

### **2. PRODUCTS**

- ◆ Issuance of Letter of Substantial Completion with final punch list.
- ◆ Issuance of one set of as-built drawings to CITY.
- ◆ Issuance of Final Completion letter to CITY.

**EXHIBIT B**

**Cherry Street Improvement**  
**Man-Hour and Cost Estimate**  
**REICHHARDT & EBE ENGINEERING, INC.**

Date: April 20, 2006

**Construction Services**

Task No.	Task Description	Classification and Level				
		Principal-in-Charge	Project Manager	Lead Inspector	CAD Operator	Clerk
		Greg	Larry	Jerry	Linda	Cheryl
<b>1.0</b>	<b>Project Start-up</b>	4	16	16	0	20
<b>2.0</b>	<b>Construction Management</b>	4	80		8	20
<b>3.0</b>	<b>Inspection Services</b>	0	0	200	0	0
<b>4.0</b>	<b>Project Closeout</b>	2	16	16	24	8

TOTAL HOURS	10	112	232	32	48
Hourly Rate	\$112.20	\$99.45	\$59.93	\$59.93	\$42.08
SUB-TOTAL	\$1,122.00	\$11,138.40	\$13,903.76	\$1,917.76	\$2,019.84
<b>TOTAL</b>					<b>\$30,101.76</b>

<b>5.0</b>	<b>SUBCONSULTANTS</b>	
5.1	Larry Steele & Associates	\$29,700.00
5.2	GeoTest - Material Testing	\$7,764.00
<b>TOTAL</b>		<b>\$37,464.00</b>

<b>6.0</b>	<b>REIMBURSABLES</b>	
6.1	Reproduction	\$500.00
<b>TOTAL</b>		<b>\$500.00</b>

**GRAND TOTAL** **\$68,065.76**

**Notes:**

Project Duration 50 working days - 10 weeks + Start-up and Closeout  
 Construction Management -8 hrs. per week + Start-up and Closeout