

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2016-373

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator: Paula J. Harris, P.E.	<i>PH</i>	11-21-16	RECEIVED NOV 29 2016 WHATCOM COUNTY COUNCIL	Dec. 6, 2016	Finance, Council
Division Head: Gary Stoyka	<i>MS</i>	11-22-16			
Dept. Head: Jon Hutchings	<i>JH</i>	11/22/16			
Prosecutor: Dan Gibson	<i>DG</i>	11/22/16			
Purchasing/Budget: Brad Bennett	<i>BB</i>	11/22/16			
Executive: Jack Louws <i>TL</i>	<i>TL</i>	11.28.16			
TITLE OF DOCUMENT: Amendment No. 7 to Contract for Services Agreement with Brown and Caldwell for the Deming Levee Upstream Improvement Project					
ATTACHMENTS: 1. Memorandum 2. Contract Amendment					
SEPA review required? () Yes (X) NO SEPA review completed? () Yes () NO			Should Clerk schedule a hearing? () Yes (X) NO Requested Date:		
SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.) This agreement with B&C is for assistance with various technical issues that may arise during construction as well as providing stamped record drawings as required by our grant agency.					
COMMITTEE ACTION:			BOARD OF SUPERVISORS ACTION:		
Related County Contract #:			Related File Numbers:		Ordinance or Resolution Number:
Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council .					

JON HUTCHINGS
DIRECTOR



MEMORANDUM

RECEIVED

TO: The Honorable Members of the Whatcom County
Flood Control Zone District Board of Supervisors

NOV 22 2016

THROUGH: Jon Hutchings, Public Works Director *JH*

JACK LOUWS
COUNTY EXECUTIVE

FROM: Paula J. Harris, P.E., River and Flood Manager *PJH*
Gary Stoyka, Natural Resources Manager

RE: Amendment No. ¹~~6~~ to Brown and Caldwell Contract for Construction Support
Deming Levee Upstream Improvement Project

DATE: November 22, 2016

Enclosed are two (2) originals of Amendment No. ¹~~6~~ to the Contract for Services Agreement between the Whatcom County Flood Control Zone District and Brown and Caldwell (B&C) for your review and signature.

Requested Action

Public Works respectfully requests that the County Council, acting as the Whatcom County Flood Control Zone District (FCZD) Board of Supervisors, authorize the Executive to amend the existing contract with Brown and Caldwell (B&C) to provide construction support services for the Deming Levee Upstream Improvement Project.

Background and Purpose

The objective of the Deming Levee Upstream Improvement Project is to reduce flood risk to the Mt. Baker School District facilities, including their sewage lagoon, bus barn, and maintenance facilities; the Nooksack River Casino drain field; and structures in the town of Deming. After a year of coordination with the railroad, we are now in the process of finalizing an agreement for a new crossing that will allow us to access our new levee where it ties in to the railroad embankment. Execution of the agreement with the railroad and receipt of final permits will allow construction during the spring of 2017. This amendment with B&C is for assistance with various technical issues that may arise during construction and provide stamped record drawings as required by our grant agency.

Funding Amount and Source

The increase in the agreement amount proposed by this amendment is \$119,650 resulting in a total contract amount of \$630,840. The project is being funded using FCZD, REET II and a Washington Department of Ecology Floodplains by Design grant. The 2016 FCZD budget has adequate budget authority for this contract amendment.

Please contact Paula Harris at extension 6285, if you have any questions or concerns regarding the terms of this agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201104011-7

Originating Department:	Public Works									
Program/Project: (i.e. Dept. Division and Project)	Public Works/ River and Flood/ Deming Levee Upstream Improvement Project									
Contract or Grant Administrator:	Paula J. Harris P.E.									
Contractor's / Agency Name:	Brown and Caldwell									
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201104011										
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____										
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____										
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____										
Is this contract the result of a RFP or Bid process? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s): RFQ 10-01 Contract Cost Center: 708004										
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.										
If YES, indicate exclusion(s) below: <table border="0"> <tr> <td><input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> <tr> <td><input type="checkbox"/> Interlocal Agreement (between Governments).</td> <td></td> </tr> </table>			<input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.	<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	<input type="checkbox"/> Interlocal Agreement (between Governments).	
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<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.									
<input type="checkbox"/> Interlocal Agreement (between Governments).										
Contract Amount:(sum of original contract amount and any prior amendments): \$ 511,190 This Amendment Amount: \$ 119,650 Total Amended Amount: \$ 630,840	Contracts that require Council Approval (incl. agenda bill & memo) <ul style="list-style-type: none"> Professional Services Agreement above \$20,000. Bid is more than \$50,000. Professional Service Contract Amendments that have an increase greater than \$20,000 and other contracts with a cumulative increase greater than \$50,000. RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.									
Summary of Scope: This agreement with B&C will allow for construction services to assist us with various technical issues that may arise during construction as well as providing stamped record drawings as required by our grant agency.										
Term of Contract:	January 1, 2017	Expiration Date: December 31, 2017								

Contract Routing:	1. Prepared by: Paula J. Harris	Date: 11/21/2016
	2. Attorney signoff: Dan Gibson	Date: 11/22/16
	3. AS Finance reviewed: Brad Bennett	Date: _____
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed: Brown and Caldwell	Date: 11/21/2016
	6. Submitted to Exec.:	Date: 11/22/16
	7. Council approved (if necessary):	Date: _____
	8. Executive signed:	Date: _____
	9. Original to Council:	Date: _____

COUNTY CONTRACT

Whatcom County Contract No.

201104011-7

AMENDMENT NO. 7
TO
CONTRACT FOR SERVICES
BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT and
BROWN AND CALDWELL for the
DEMING LEVEE UPSTREAM IMPROVEMENT PROJECT

THIS AGREEMENT, made and entered into on the ____ day of _____, 2016, by and between the Whatcom County Flood Control Zone District, hereinafter referred to as the "County" and Brown and Caldwell, a consulting company hereinafter referred to as the "Contractor,"

WITNESSETH

WHEREAS, the Lower Nooksack River Comprehensive Flood Hazard Management Plan recommended the Deming Levee Upstream Improvement Project (Project) to reduce the risk of flooding to the Mt. Baker School District facilities, including its sewage lagoon, bus barn, and maintenance facilities; Nooksack Tribal facilities; and the town of Deming; and

WHEREAS, the County entered into an agreement with the Contractor commencing on April 27, 2011, to provide professional consulting services for Phase 1, and amended the contract on December 13, 2011, September 12, 2012, and to provide the budget and revise the scope of work to include additional phases of design; and

WHEREAS, in addition to the three amendments referenced above, the contract was extended twice due to unanticipated delays beyond the Contractor's control; and

WHEREAS, the Contractor has successfully completed Phases 1 through 4 of the Project and delivered 100% design and specifications; and

WHEREAS, the County is anticipating Construction of this project in 2017 and is in need of the Contractor to perform construction support services; and

NOW, THEREFORE, County and Contractor agree to modify the Agreement as follows:

1. SCOPE OF CONTRACTOR'S SERVICES

The Scope of Contractor's Services is amended to include the additional Scope of Services described in Exhibit A-6, attached hereto and incorporated herein by reference.

2. PERFORMANCE

As consideration for the additional services to be provided by the Contractor, the County agrees to reimburse the Contractor for services rendered under this amendment at a total sum not to exceed ONE HUNDRED NINETEEN THOUSAND SIX HUNDRED AND FIFTY ~~ONE~~ DOLLARS (\$119,650) based on the cost breakdown detailed in Exhibit B-6, which is attached hereto and incorporated herein by reference. The revised contract amount is not to exceed \$630,840. *11/22/16*

3. TERMINATION DATE

The duration of this agreement shall be extended to December 31, 2017

APPROVED BY THE CONTRACTOR:

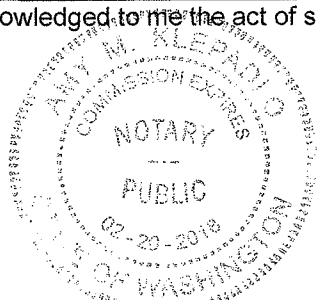
Brown and Caldwell

Ron Bard
Ron Bard, Managing Engineer

Brown and Caldwell
701 Pike Street, Suite 1200
Seattle, WA 98101-2310

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 21 day of NOV., 2016, before me personally appeared Ron Bard to me known to be a Senior Associate/Senior Consultant of Brown and Caldwell and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Amy M. Klepadlo
NOTARY PUBLIC in and for the State of Washington,
residing at Seattle. My commission
expires 02/20/2018.

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:

Recommended for Approval:

Jon Hutchings 11/22/16
Jon Hutchings, Whatcom County Public Works Director Date

Approved as to form:

Daniel L. Gibson 11/22/16
Daniel L. Gibson, Chief Civil Prosecuting Attorney Date

Approved:

Accepted for Whatcom County Flood Control Zone District

By: _____

Jack Louws, Whatcom County Executive, acting for the Whatcom County Flood Control Zone District
Board of Supervisors

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 2016, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,
residing at _____
_____. My commission expires _____

EXHIBIT A-6 SCOPE OF SERVICES

This scope of services describes work to be completed by Brown and Caldwell (Contractor) and Shannon and Wilson (Sub-Contractor), collectively the Contractor team, in support of the bid and construction phases of the Deming Levee Improvement Project (Project). The County, in a separate document, shall contract with a construction contractor (Construction Contractor) to complete the construction of the Project.

Task 1 – Project Management

The following tasks and services will be provided by the Contractor team during the construction phase of the Contract:

- Monthly progress reports and invoicing.
- Contract coordination and filing.
- Coordination with County and Sub-Contractors

Task 2 – Pre-Construction, Bid Phase Services

The following task has allocated 148 hours (8 hours for Contractor, 64 hours for Sub-Contractor) to provide the following technical assistance services during the Pre-Construction Phase of the Contract:

- Complete minor changes to drawings and specifications based on permitting feedback; stamp and sign Issue for Bid design package.
- Assist County in resolving final specifications revisions per BNSF Railway engineering comments.
- Attend one (1) Pre-Bid site meeting to meet with potential bidders and address questions (meeting facilitated by County).
- Attend up to two (2) 1-hour conference calls during Pre-Bid Phase.
- Answer County and Contractor questions and Requests for Information (RFIs) during Bid Phase.
- Provide support to the County to issue addenda as necessary.
- Review and provide comments on Contractor bids.

Task 3 – Engineering Technical Assistance During Construction

The following task has allocated 148 hours (52 hours for Contractor, 96 hours for Sub-Contractor) to provide the following technical assistance services during the Construction Phase of the Contract:

- Attend Pre-construction meeting.
- Review and provide written comments on submittals, plans and shop drawings.
- Review and provide written responses to RFIs.
- Review Requests for Approval of Materials (RAMs).
- Contractor or Sub-Contractor, depending on who issued the original drawings, will provide a stamped record drawing set and close-out documents, subject to assumptions noted below. Provide a stamped geotechnical letter summarizing Sub-Contractor's observation of project construction methods, testing, and general conformance with plans and specifications.

Task 4 – Technical Assistance for Change Order Requests

The following task has allotted 40 hours (20 hours for Contractor, 20 hours for Sub-Contractor), to provide assistance for any change order requests or claims that may be submitted by the Contractor:

- Provide technical assistance for change order requests or claims.

Task 5 – Field Observations, Site Visits During Construction

The following task has allocated 120 hours (40 hours for Contractor, 80 hours for Sub-Contractor) to provide field observation services during the Construction Phase of the Contract. Field observation services may include:

- Excavations, and subgrade preparation.
- Geosynthetic liner installation.
- Fill placement and compaction.
- Settlement observations.
- Pile installation.
- Riprap and erosion and sediment control installations.
- Dewatering, cofferdam, diversion and bypass installations.
- Stream mitigation grading, streambed material and large woody debris installations.

- Erosion control BMPs, and seeding.
- Quality Control field sampling and laboratory testing not to exceed \$2,500.
- Participation in onsite construction meetings on as-needed basis as requested by the County's Project Manager

Task 6 – Permit Assistance

The following task has allocated 52 hours (12 hours for Contractor, 40 hours for Sub-Contractor) to provide responses to permit related questions from the Contractor and permit agencies.

Task 7 – Meetings and Calls During Construction

This task includes attendance for the following meetings and calls by one representative each from BC and S&W during the Construction Phase of the Contract:

- Attend up to five (5) 2-hour meetings.
- Attend up to five (5) 1-hour conference calls.

ASSUMPTIONS

The following assumptions apply to the scope, cost estimate and terms of this proposal and contract:

- The County will manage the construction contract as described below. The Contractor will provide technical assistance to the County as requested during the bid and construction phases of the project.
The County will provide the following team members:

1) Project Engineer - duties include, but are not limited to, the following:

- a. Serve as primary project contact for Construction Contractor
- b. Coordinate with Construction Contractor to resolve project issues
- c. Host pre-construction meeting
- d. Schedule and lead weekly construction meetings
- e. Review Construction Contractor's contract forms including request to sublet and affidavit of wages paid
- f. Review Construction Contractor certified payrolls
- g. Prepare monthly progress payments
- h. Prepare and manage Record of Materials (ROM)
- i. Serve as clearinghouse for material submittals/shop drawings, maintain master log, and forward appropriate items to Construction Contractor for review
- j. Prepare change orders
- k. Review Construction Contractor Requests for Information (RFI's) and prepare responses
- l. Coordinate with BNSF Railroad for construction issues related to construction within their Right-of-Way
- m. Perform reviews and provide comments, and coordinate with Sub-Contractor on construction contract submittals

2) Resident Inspector - duties include, but are not limited to, the following:

- a. Attend preconstruction meeting
- b. Provide construction observation for the duration of the contract working days
- c. Prepare daily inspector reports
- d. Field verify materials delivered to jobsite
- e. Obtain truck tickets from Construction Contractor for materials to be paid by tonnage
- f. Prepare material pay notes and project ledger to support County-prepared monthly progress payments
- g. Coordinate materials testing with a County-provided testing agency
- h. Coordinate with private utility company and BNSF Railroad inspectors
- i. Photograph project conditions

- Record drawings will be prepared based on information and construction management documentation provided by the County or others; the Contractor or Sub-Contractor (as applicable) will not field verify or confirm the accuracy of this information and will include clarifying language with the Engineer's Seal to describe this limitation.
- County will provide copies of daily inspection/activity reports, submittals and information needed for geotechnical construction conformance letter.
- The Contractor team will use 2017 general hourly rate schedule
- Duration of the contract is assumed to be January 1, 2017 through December 31, 2017, with construction occurring between May 1, 2017 and October 31, 2017.
- The Contractor team can provide field observation services with 48 hours' notice from the County.
- Labor and expenses are limited to budgets described above and shown in the cost estimate.

**EXHIBIT B-6
COMPENSATION**

Whatcom County of (WA) – Deming Levee Upstream Improvements																		
		0 1000	0 1000	0 1000	0 1000	0 1000	0 1000	0 1000	0 1000			Company Vehicles		Shannon and Wilson				
										Total Labor Hours	Total Labor Cost		Total Unit Pricing Effort	Cost	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Expense
100	Project Management	\$181.28 36	\$111.24 10	\$233.81 0	\$181.28 0	\$141.11 0	\$153.47 0	\$263.68 4	\$111.24 8	58	9,583	0	0	4,840	4,840	4,840	4,927	14,510
200	Pre-Construction Services	16	0	8	20	28	12	0	0	84	14,189	110	110	12,728	12,728	12,728	13,067	27,256
300	Eng Tech Asst During Const	12	0	8	4	28	0	0	0	52	8,722	0	0	17,240	17,240	17,240	17,550	26,272
400	Tech Asst for Change Order	4	0	2	6	8	0	0	0	20	3,409	0	0	5,000	5,000	5,000	5,090	8,499
500	Field Observation	8	0	0	0	32	0	0	0	40	5,966	630	630	15,140	15,140	15,140	16,043	22,008
600	Permit Assistance	4	0	0	4	4	0	0	0	12	2,015	0	0	6,960	6,960	6,960	7,085	9,100
700	Meetings and Calls	12	0	0	0	18	0	0	0	30	4,715	530	530	6,640	6,640	6,640	7,290	12,005
GRAND TOTAL		92	10	18	34	118	12	4	8	296	48,600	1,270	1,270	68,548	68,548	68,548	71,052	119,650

Hours and Dollars are rounded to nearest whole number.

Brown and Caldwell Rate Table
Whatcom County - 2017



<u>TITLE</u>	<u>GRADE</u>	<u>RATE</u>
Office/Support Services III Word Processor II	C	\$ 74.16
Accountant I Drafter Engineering Aide Marketing Coordinator I Office/Support Services I/V Project Analyst I Senior Accounting Clerk Word Processor III	D	\$ 92.70
Accountant II Assistant Designer Engineer/Scientist I Project Analyst II Senior Drafter Word Processor IV	E	\$ 111.24
Accountant III Administrative Supervisor Designer Engineer/Scientist II Geologist/Hydrogeologist II Lead Illustrator Marketing Coordinator III Project Analyst III Technical Writer	F	\$ 117.42
Engineer/Scientist III PA Manager I	G	\$ 141.11
Area Bus Ops Mgr III Marketing Manager Principal Designer Senior Engineer/Scientist	H	\$ 153.47
Principal Engineer/Scientist Principal Geol/Hydrogeologist Supervising Designer	I	\$ 181.28
Supervising Engineer/Scientist	J	\$ 198.79
Managing Engineer/Scientist	K	\$ 233.81
Chief Engineer/Scientist Executive Engineer	L	\$ 263.68
Vice President	M	\$ 263.68
Senior Vice President	N	\$ 287.37

As consideration for the services provided pursuant to Exhibit A-6, Scope of Work, the County agrees to compensate the Contractor according to the hourly rates provided above. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed as described here:

- Mileage will be reimbursed at IRS rate for travel outside Whatcom County
- Lodging and per diem reimbursement will be at a rate not to exceed the GSA rate for the location services are provided
- Reimbursement for air travel will be at coach rates
- Materials purchased and equipment rented specifically for the project shall be reimbursed at cost
- Other expenditures such as outside printing and postage shall be reimbursed at actual cost
- In-house computer usage and domestic and long distance telephone charges shall be at no cost.

Contractor will invoice monthly. Invoices will include hours worked by employee by task, during the billing period. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Compensation shall not exceed the contract amount.

Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the Contractor's expense.