

## PROFESSIONAL SERVICE/CONSULTANT AGREEMENT

THIS AGREEMENT made and entered into by and between the City of College Place, Washington (hereinafter referred to as the City) and Anderson Perry & Associates, Inc. (hereinafter referred to as the Consultant) WITNESSES THAT:

WHEREAS, the City and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the Washington State Department of Commerce (COMMERCE) is authorized by the federal Department of Housing and Urban Development (HUD) to provide State Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Washington State Community Development Block Grant Program in compliance with all applicable local, state, and federal laws, regulations and policies, and

WHEREAS, the City, as part of its CDBG grant agreement with COMMERCE, under contract number 19-62210-020, has been awarded CDBG funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the City's approved CDBG project, and

WHEREAS, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work as set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG project;

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein, and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be Provided by the Parties:

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work (Attachment No. 1 to the contract).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance:

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be March 31, 2022.

3. Consideration:

The City shall reimburse the Consultant in accordance with the Payment Schedule described in Attachment No. 2 of the contract for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount to be reimbursed by the City exceed the sum of \$124,000. Reimbursement under this contract shall be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement.

It is understood that this contract is funded in whole or in part with CDBG funds through the Washington State Community Development Block Grant Program as administered by COMMERCE and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

4. Records:

The Consultant agrees to maintain such records and follow such procedures as may be required under the state's CDBG Program and any such procedures as the City or COMMERCE may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of three (3) years after final audit of the City's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period of record retention.

The City, the Washington State Department of Commerce, and other authorized representatives of the state and federal government shall have access to any books, documents, papers and records of the consultant which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcriptions.

The City, COMMERCE and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions related to this local program and contract.

5. Relationship:

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

6. Suspension, Termination, and Close Out:

If the Consultant fails to comply with the terms and conditions of this contract, the City may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this contract in the manner specified herein:

a. Suspension - If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representative during the period of suspension will be allowable under the contract except:

- (1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension;
- (2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed; and
- (3) In the event all or any portion of the work prepared or partially prepared by the Consultant is suspended, abandoned or otherwise terminated, the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

b. Termination for Cause – If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exists:

- (1) The lack of compliance with the provisions of this contract were of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
- (2) The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time period specified by same;
- (3) The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then,

The City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions of the Scope of Work are allowable.

- c. Termination for Other Grounds – This contract may also be terminated in whole or in part:
- (1) By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
  - (2) If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
  - (3) In the event the City fails to pay the Consultant promptly or within sixty (60) days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred; and
  - (4) The City may terminate this contract at any time giving at least ten (10) days notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications:

The City may, from time to time, require changes or modifications in the Scope of Work to be performed. Such changes, including any decrease or increase in the amount of compensation, which are mutually agreed upon by the City and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel:

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in order to perform under this contract. Such personnel shall not be employees of, or have any contractual relationship to, the City.

All services required hereunder will be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract.

9. Assignability:

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto; provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City by the Consultant.

10. Reports and Information:

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential:

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

12. Copyright:

No report, maps or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance with Local Laws:

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local government and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974:

No person in the United States shall on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Age Discrimination Act of 1975, as Amended

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

17. Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual shall, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

18. Public Law 101-336, Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

19. Section 3 of the Housing and Community Development Act of 1968 Compliance in the Provision of Training, Employment, and Business Opportunities:

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD and COMMERCE issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135.

The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and COMMERCE issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant, or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

20. Interest of Members of a City:

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct, or indirect, in this contract; and the Consultant shall also take appropriate steps to assure compliance.

21. Interest of Other Public Officials:

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Consultant shall take appropriate steps to assure compliance.

22. Conflict of Interest Provision:

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this contract, no person having such interest shall be employed.

23. Audits and Inspections:

The City, COMMERCE, the State Auditor, and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, COMMERCE, the State Auditor and HUD.

24. Hold Harmless:

Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful misconduct or negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by negligence of the City.

Should a court of competent jurisdiction determine that the Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provision of this section shall survive the expiration or termination of this Agreement.

25. Anderson Perry & Associates, Inc. must be authorized to do business in the State of Washington and be in full compliance with the requirements of the Board of Professional Registration.

Anderson Perry & Associates, Inc. must be covered by errors and omissions insurance in an amount not less than (\$124,000) If Anderson Perry & Associates, Inc. is unable to obtain errors and omissions insurance, they shall post a bond with the City of College Place for the benefit of the City of College Place for not less than the amount of its contract. Such insurance or bond shall remain in effect for the entire term of the contract. Cancellation or lapse of the bond or insurance during the term of the contract shall constitute a material breach of the contract and cause for contract termination. Should Anderson Perry & Associates, Inc. be notified of or have reason to expect a termination or cancellation action by the insurance company, they will provide the City of College Place with at least 30 days advance notice.

In the event that Anderson Perry & Associates, Inc. is also the project administrator, the bond or insurance shall be for not less than the amount of the entire CDBG project.

This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

Attachment No. 1, Scope of Work, consisting of 9 pages.

Attachment No. 2, Payment Schedule, consisting of 2 pages.



IN WITNESS WHEREOF, the City and the Consultant have executed this contract agreement as of the date and year last written below.

CITY of College Place, Washington

CONSULTANT Anderson Perry & Associates, Inc.

By: \_\_\_\_\_

By: 

Title: \_\_\_\_\_

Title: Jake Hollopeter, P.E., Vice President

Date: \_\_\_\_\_

Firm Name: Anderson Perry & Associates, Inc.

Firm Address: 214 East Birch Street

Walla Walla, Washington 99362

Date: March 5, 2020

## ATTACHMENT NO. 1

### CITY OF COLLEGE PLACE, WASHINGTON SIDEWALK IMPROVEMENTS DESIGN AND CONSTRUCTION ENGINEERING SERVICES

#### SCOPE OF WORK

##### TASK DESCRIPTION AND BACKGROUND

This project generally includes the tasks required to provide design and construction engineering services for the City of College Place's (City) Sidewalk Improvements project, which generally includes new sidewalks, retaining walls, and associated improvements in several areas throughout the City. These improvements are generally based on the improvement described in the City's Community Development Block Grant (CDBG) Funding Application. Improvements in each area will be assessed as the design progresses and prioritized based on funding limitations. Specific project elements include topographical mapping and right-of-way determination, curb and gutter, sidewalks, Americans with Disabilities Act (ADA) compliant features, quality assurance/quality control (QA/QC) review, bidding and award phase services, construction administration, construction observation, staking, project documentation, and project closeout.

In general, the design and construction engineering services will include the following key components and deliverables:

- Topographic Mapping and Right-of-Way Determination Compatible with AutoCAD Civil 3D 2018 or Later
- State Environment Policy Act (SEPA)/ National Environment Policy Act (NEPA) Documentation per CBDG Requirements
- Historical and Cultural Resources Review
- 30 Percent Design Submittal with Cost Estimate
- 75 Percent Design Submittal with Specifications and Cost Estimate
- 100 Percent Design Submittal with Specifications and Cost Estimate
- Final Plans, Specifications, and Estimate (PS&E)
- Bidding and Award Phase Services
- Construction Management and Administration
- Review and Approve Material Submittals
- Review Contractor Monthly Pay Estimates
- Schedule and Attend On-Site Construction Meetings
- Review Contractor Proposals for Alternate "Or Equal" Materials
- Periodic Part-Time On-Site Construction Observation
- Daily Observation Reports
- Track Bid Item Quantities
- Limited Construction Staking
- Conduct Final Project Walk-Through

- Prepare Project Closeout Paperwork
- Prepare Construction Record Drawings
- Supplemental if Requested – Additional On-site construction observation, participation in public meetings, cultural resource monitoring (during construction), materials testing, or other services as requested.

## **DUTIES AND RESPONSIBILITIES OF ANDERSON PERRY & ASSOCIATES, INC. (CONSULTANT)**

### **TASK 1 - PROJECT ADMINISTRATION**

The Consultant will oversee project tasks and coordinate with City representatives to manage the project's scope, schedule, and budget.

#### **1.1 Contract Administration, Invoicing, and Progress Reports**

1. Prepare and submit monthly invoices. Each invoice will include the date period covered by the invoice, the number of hours worked during the billing period, with billing rates shown, expenses and associated markups, the total cost for labor and expenses, subconsultant fees including markups, and a total amount of summarizing labor, expense, and subconsultant fees.
2. Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include the date period covered by the report, a brief summary of the work performed during the billing period, a notice to the City raising any issues or concerns that could require a contract amendment/supplement, a brief summary of completed and/or upcoming project milestones, and any City action items needed for project delivery. The Consultant will monitor the budget status and take actions to correct undesirable budget trends involving the City if the scope is impacted.
3. Project management. General coordination with the City, subconsultants, other consultants, and stakeholders as well as ongoing monitoring of tasks and resources.
4. Maintain all contract-required documentation. Provide copies of project files and records to the CITY for audits and public information requests. All final documents will be provided in electronic format as requested.

#### **Deliverables**

- Monthly Invoices and Project Status Reports
- Project Documentation

#### **1.2 Meetings**

Various meetings will likely require the Consultant to prepare information, participate, and document outcomes. Subconsultant team members shall attend meetings related to their specific tasks as requested by the Consultant. The anticipated meetings are as follows:

1. Project kickoff meeting with City staff.
2. Internal bi-weekly Consultant design team meetings.
3. Meetings with City staff to discuss review comments from each submittal package.

4. As needed project meetings with City staff to discuss and resolve issues as they arise. These meetings will likely be a combination of phone conference calls and in-person meetings depending on the agenda.

## **TASK 2 - PRELIMINARY DESIGN AND PERMITTING**

### **2.1 Preliminary Design**

The Consultant will prepare a preliminary layout of the sidewalks identified in the funding application. The Consultant will prepare a plan view layout for each sidewalk and a preliminary construction cost estimate and present them to the City. The City will provide clear direction to the Consultant prior to beginning the final design of the project.

#### **Deliverables**

- Layout for Each Sidewalk (pdf)
- Preliminary Project Cost Estimate for Each Sidewalk (pdf)

### **2.2 SEPA and/or NEPA Documentation**

The Consultant will prepare a draft SEPA and/or NEPA for City review. The Consultant will incorporate the City's comments and prepare a final SEPA/NEPA for agency submittal. The City will pay all fees associated with processing permit applications. One electronic (pdf) and one paper copy of both the draft and final documents will be provided.

#### **Deliverables**

- Draft SEPA/NEPA
- Final SEPA/NEPA

### **2.3 Historical and Cultural Resources Review**

The Consultant will initiate the historical and cultural documentation process and coordinate these efforts with funding agency guidelines. Consultant will prepare an EZ1 form for tribal consultation and prepare a Cultural Resources Report and an Inadvertent Discovery Plan for approval by the Washington State Department of Archaeology and Historic Preservation (DAHP).

## **TASK 3 - DATA COLLECTION**

### **3.1 Topographic Mapping and Right-of-Way Determination**

The Consultant will provide the data needed to fully map the project area. Design surveying services will include five primary elements: Records research, survey control, topographic mapping, rights-of-way retracement and monument locations, and base mapping. Each element is generally described below.

- 1. Records Research** – Right-of-way, plats, short plats, surveys, and ownership records will be researched at the Walla Walla County Courthouse and Surveyor's office.
- 2. Survey Control** – Survey control will be placed throughout the project, and existing survey monumentation will be tied into the survey control. The field crew will bring the City's horizontal and vertical control onto the site utilizing RTK GPS surveying techniques, thus establishing primary control points along the route. A precise digital level loop will be run from a City benchmark and through all the primary control points. Once topographic

mapping commences, it may be necessary to set secondary control points or "jump hubs" to gather additional information that the primary control is unable to see. A digital level will also be run to all jump hubs. The project will conform horizontally and vertically to City GPS control based on the Washington State Coordinate System, South Zone, NAD 83, and vertically to NAVD 1988.

- 3. Topographic Mapping (Design Survey)** – All relevant roadway topographic and utility features will be identified to the right-of-way and, where needed, approximately 25 feet beyond the right-of-way (as long as landowner permission is granted). This survey will contain adequate data to prepare a topographic model for use in road and sidewalk design. The underground utility notification center will be contacted prior to the field crew arrival, and all paint marks will be located. All overhead utilities and the invert elevations on all visible catch basins and manholes will be shown on the survey. For all storm and sanitary lines, the next manhole will also be located.

The Consultant will contract with a private utility locator to provide GPR services (as needed) to locate private utilities within the project area and supplement the design survey.

- 4. Rights-of-Way Retracement and Monument Locations** – All centerline monuments and property corners will be searched for and tied, if found. This scope assumes access will be granted by all landowners. In areas where right-of-way acquisition is required, exact parcel line locations will need to be determined and shown on the maps.
- 5. Base Mapping** – The field data will be reduced and the design survey base map will be completed. A surface will be created and contours shown in the design survey. The right-of-way will be determined from existing records and found monumentation and will be shown on the design survey. A separate stand-alone design survey map will not be prepared.

The Consultant will conduct site visits and perform field and office verification of survey data represented in the project base map.

## **TASK 4 - DESIGN**

### **4.1 Utility Coordination**

The Consultant will research and identify existing utilities in the project area that may be affected. The Consultant will contact the utility companies, request verification of location data, and update utility information in the survey base map if necessary. The City will work with the utility providers to coordinate any required franchise utility installation or relocations in advance of the project and will provide the information to the Consultant for incorporation into the design drawings.

#### **Assumptions**

- The City will lead all efforts with utility providers to determine the required franchise utility relocations.
- The City will provide the Consultant with utility plans, GIS, and other supporting documents for the City utilities potentially affected by this project.
- Additional utility design location fees, if any, are not included in the Consultant's costs and will be paid by the City if required.

## 4.2 Sidewalk and Street Improvements

The Consultant will design new sidewalk and curb and gutter along the designated project area. The Consultant will design the pedestrian features and street patching in accordance with the applicable requirements specified in the American Association of State Highway and Transportation Officials Policy on Geometric Design of Highways and Streets, the Manual on Uniform Traffic Control Devices, City Standard Plans, and ADA requirements.

**Traffic Control and Staging** – The Consultant will develop construction phasing sequences and traffic control plans to accommodate the project while minimizing impacts to residents and businesses. The Consultant will provide construction phasing, detour layout, and traffic control strategies and meet with the City to discuss options.

## 4.3 Construction Plans

The Consultant will prepare construction plan sheets for City review. The plans will evolve with each submittal. The following is the intended representation for the approximate design levels.

- The 30 percent plans will have limited detail information but will represent the project's intent. Once the 30 percent submittal is approved, significant changes in project scope or direction will require a contract amendment. One electronic (pdf) file and one 11x17 paper copy will be provided.
- The 75 percent submittal will include 75 percent design drawings, specifications (with current Washington State Department of Transportation (WSDOT) General Special Provisions (GSPs) and required Special Provisions), and a cost estimate. One electronic (pdf) file and one 11x17 paper copy will be provided.
- The 100 percent submittal will incorporate City comments from the 75 percent design and include detailed information with all potential work call outs. The intent of the 100 percent submittal is to present accurate and complete information. One electronic (pdf) file and one 11x17 paper copy will be provided.
- The final submittal will incorporate any remaining City comments and be a bid-ready document stamped and signed by the responsible engineer.

### Deliverables

- Final Plan Set
- Cover with Vicinity Map, Index, and General Notes Sheets
- Horizontal and Vertical Control Plans
- Demolition Plans
- Sidewalk Plans and Details
- Retaining Wall Plans and Details (if required)
- Traffic Control and Staging Plans
- Miscellaneous Details
- Applicable Standard Plans

#### **4.4 Specifications**

The Consultant will develop the project specifications based on the latest approved WSDOT/American Public Works Association (APWA) Standard Specifications for Road, Bridge, and Municipal Construction along with GSPs. City specifications and project-specific requirements will be incorporated as Special Provisions. One electronic (pdf) file and one paper copy will be provided during each review submittal.

##### **Deliverables**

- 75 Percent Specifications
- 100 Percent Specifications
- Final Bid Ready Documents

#### **4.5 Engineer's Opinion of Probable Cost**

The Consultant will develop an initial Opinion of Probable Costs based on preliminary design quantities. Estimates will be compared to historic bid records of City projects and WSDOT records. The quantities and unit bid costs will be updated as necessary with each submittal. As the project details evolve, the need for contingency will be reduced.

##### **Deliverables**

- Preliminary Opinion of Probable Cost 30 Percent Submittal (25 Percent Contingency)
- Preliminary Opinion of Probable Cost 75 Percent Submittal (20 Percent Contingency)
- Preliminary Opinion of Probable Cost 100 Percent Submittal (15 Percent Contingency)
- Final Engineer's Estimate Based on Final City Review (10 Percent Contingency)

#### **4.6 Quality Assurance**

The Consultant will provide QA/QC for all design work in accordance with the Consultant's QA/QC standards. The Consultant will provide senior level design and construction personnel to review plan submittals and provide technical support.

#### **4.7 Bid Documents**

The Consultant will develop bid documents based on the latest approved WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction along with GSPs. City specifications and project-specific requirements will be incorporated as Special Provisions. Ten final paper copies will be provided for City distribution along with electronic (pdf and dwg) files. Final specifications will be provided in Microsoft Word format.

##### **Deliverables**

- Bidder's Packet
- Contract Documents
- Construction Plans

### **TASK 5 - BIDDING AND AWARD PHASE SERVICES**

The Consultant will advertise the project and perform all construction administration services during the bidding and award phase. The Consultant will provide construction and design experts who worked on the project to be available to respond to Contractor questions during the bidding process. The Consultant will prepare and issue Addendums, attend one pre-bid meeting, and provide assistance during bid review as requested by the City.

## **TASK 6 - CONSTRUCTION ADMINISTRATION**

### **6.1 Construction Management and Administration**

The Consultant will provide complete construction management and administration services. The Consultant will act as the City's representative as provided in the Professional Services Agreement. Construction management and administration duties will include the following:

1. Attend the preconstruction conference and provide meeting minutes.
2. Coordinate and provide oversight for all on-site observation services.
3. Receive, review, maintain, and approve all material submittals. Copies of all submittal correspondence will be provided to the City.
4. Receive, review, and determine the acceptability of any and all schedules provided by the Contractor including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
5. Review and process Change Orders.
6. Review the Contractor's proposed Monthly Pay Estimates and provide the Monthly Pay Estimates to the City for review and approval.
7. Schedule and attend on-site construction meetings and provide meeting minutes.
8. The Consultant will provide construction staking for the project as defined in the Contract Documents. This effort shall generally include one initial set of curb stakes and finish grade stakes.

#### **Deliverables**

- Preconstruction Conference Meeting Minutes
- Copies of Approved Material Submittals
- Copies of all Contractor Schedules
- Construction Change Orders
- Monthly Pay Estimates
- On-Site Construction Meeting Minutes
- Copies of all Written Communications with the Contractor



## 6.2 Construction Observation

The Consultant will provide periodic part-time on-site construction observation services. The Consultant's Construction Representative will be the Consultant's agent for the project and will act as directed by, and under the supervision of, the Consultant. The Construction Representative's dealings in matters pertaining to the Contractor's work in progress will in general be with the Consultant and Contractor, keeping the City advised as necessary. The Construction Representative's dealings with subcontractors will only be through, or with the full knowledge and approval of, the Contractor. The Construction Representative will generally communicate with the City with the knowledge of and under the direction of the Consultant. The Consultant's Construction Representative responsibilities will include the following:

1. Serve as the Consultant's liaison with the Contractor, working principally through the Contractor's superintendent. Assist the Consultant in serving as the City's liaison with the Contractor when the Contractor's operations affect the City's on-site operations.
2. Assist in obtaining additional details or information from the City when required for proper execution of the work.
3. Assist in providing information regarding the intent of the Contract Documents.
4. Report to the Consultant when clarifications and/or interpretations of the Contract Documents are needed. Transmit any clarifications and/or interpretations issued by the Consultant to the Contractor.
5. Consider and evaluate the Contractor's suggestions for modifying the Drawings or Specifications and report such suggestions, together with the on-site project representative's recommendations, to the Consultant. Transmit to the Contractor in writing decisions issued by the Consultant.
6. Conduct on-site project observation to ensure all work is completed in accordance with the Contract Documents. Advise the Consultant of any special conditions encountered.
7. Coordinate with the Consultant in advance of scheduled major inspections, tests, and system startups. Verify that appropriate City personnel are present and that adequate records are kept for necessary testing.
8. Prepare a daily report recording all pertinent information such as: The Contractor's hours on site, weather conditions, data relative to potential Change Orders, Field Orders, or changed conditions, site visitors, daily activities, and decisions.
9. Immediately notify the Consultant of any site accidents, emergencies, acts of God endangering the work, or property damage.
10. Review the Contractor's pay estimates to ensure work being paid for is completed. Track and process materials-on-hand in accordance with the Contract Documents.
11. Track bid item quantities daily.

### Deliverables

- Daily Observation Reports
- Bid Item Quantities Tracking

## **TASK 7 - PROJECT CLOSEOUT**

1. The Consultant will conduct a pre-final walk-through, complete substantial completion paperwork, and prepare a project punchlist.
2. The Consultant will conduct a final project walk-through and prepare project closeout paperwork.
3. The Consultant will prepare and submit construction Record Drawings from the red line drawings provided by the Contractor.

### **Deliverables**

- Substantial Completion Paperwork
- Project Punchlist
- Project Closeout Paperwork
- Construction Record Drawings (one full size paper copy and one electronic pdf copy)

## **PROJECT ASSUMPTIONS**

The following assumptions apply to this Scope of Work:

1. All preliminary and final plans will be produced on 11x17 sheets.
2. The project will be designed for construction under one PS&E bid contract.
3. The City will pay all permit and advertisement fees.
4. One set of final plans will be produced on 24x36 sheets for the contractor.
5. No community outreach or public involvement is included in this Scope of Work.
6. The City will identify a specific City representative for this project.

## **ADDITIONAL SERVICES**

This section of the agreement is for additional services not identified in the Consultant's Scope of Work. Potential additional scope the City may consider includes additional on-site construction observation, participation in public meetings, cultural resources monitoring during construction, materials testing, or other services as requested.

**ATTACHMENT NO. 2**  
**CITY OF COLLEGE PLACE, WASHINGTON**  
**SIDEWALK IMPROVEMENTS**  
**DESIGN AND CONSTRUCTION ENGINEERING SERVICES**  
**PAYMENT SCHEDULE**

Task Description	Anderson Perry & Associates, Inc.										
	Principal	Senior Engineer (I-II)	Staff Engineer	QA/QC Reviewer	Archaeologist	Environmental Specialist	Surveyor	Survey Crew	CADD	Subconsultant Cost	AP Task Total Cost
	\$185	\$155	\$100	\$175	\$105	\$100	\$155	\$195	\$100		
<b>TASK 1 - PROJECT ADMINISTRATION</b>											
1.1 Contract Administration, Invoicing, and Progress Reports - Invoicing and Progress Reports - Overall Project Management - Maintain and Provide Project Documentation	10	24									
1.2 Meetings - Project Kickoff Meeting - Bi-Weekly Design Team Meetings - City Staff and Design Meetings	4	16	10								
<b>TOTAL TASK 1</b>	<b>14</b>	<b>40</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>\$9,790</b>
<b>TASK 2 - PRELIMINARY DESIGN AND PERMITTING</b>											
2.1 Preliminary Design - Preliminary Design Configurations - Preliminary Construction Cost Estimates	2	16							5		
2.2 SEPA and/or NEPA Documentation - SEPA and/or NEPA Documentation	2	6	2			45			5		
2.3 Historical and Cultural Resources Review - Historical and Cultural Resources Investigation and Report	2	6	2		45				5		
<b>TOTAL TASK 2</b>	<b>6</b>	<b>28</b>	<b>4</b>	<b>0</b>	<b>45</b>	<b>45</b>	<b>0</b>	<b>0</b>	<b>15</b>		<b>\$16,575</b>
<b>TASK 3 - DATA COLLECTION</b>											
3.1 Topographic Mapping and Right-of-Way Determination - Records Research - Survey Control - Topographic Mapping (Design Survey) - Rights-of-Way Retracement and Monument Locations - GPR Locates (See Subconsultant Costs) - Title Reports (See Direct Costs)		4					8	16	10	\$3,000	
<b>TOTAL TASK 3</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>16</b>	<b>10</b>		<b>\$5,980</b>
<b>TASK 4 - DESIGN</b>											
4.1 Utility Coordination - Contact and Coordinate with Utility Companies to Verify Locations - Identify Conflicts and Determine Mitigation Measures		8					2				
4.2 Sidewalk and Street Improvements (See Tasks 4.3 - 4.5) - Sidewalks, Streets, ADA Ramps - Traffic Control and Staging											
4.3 Construction Plans - Prepare 30 Percent Design Plans - Prepare 75 Percent Design Plans - Prepare Final Design Plans	4	70	80						70		
4.4 Specifications - Prepare 75 Percent Specifications - Prepare Final Specifications		10	15	2							
4.5 Engineer's Opinion of Probable Cost - Prepare 30 Percent Construction Cost Estimate - Prepare 75 Percent Construction Cost Estimate - Prepare Final Construction Cost Estimate	2	4	8	2							
4.6 Quality Assurance - Conduct QA/QC Review at 75 Percent - Conduct QA/QC Review of Final Bid Documents	2	3		4							
4.7 Bid Documents - Prepare Bid Documents (See Direct Costs)		6	6						8		
<b>TOTAL TASK 4</b>	<b>8</b>	<b>101</b>	<b>109</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>78</b>		<b>\$37,545</b>
<b>TASK 5 - BID AND AWARD PHASE SERVICES</b>											
- Respond to Contractor Questions During Bid Process - Attend Pre-Bid Meeting - Review Bid Results and Make Recommendation	2	16		2							
<b>TOTAL TASK 5</b>	<b>2</b>	<b>16</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>\$3,200</b>
<b>TASK 6 - CONSTRUCTION ADMINISTRATION</b>											
6.1 Construction Management and Administration - Organize Preconstruction Conference - Oversee and Schedule Materials Testing Services - Review and Approve Material Submittals - Track and Issue Weekly Statements of Working Days - Review Contractor's Monthly Pay Estimates and Issue to City for Payment - Schedule and Attend On-Site Construction Meetings - Limited Construction Staking	5	50	10				5	10			
6.2 Construction Observation - Verify Contractor Adheres to Contract Documents - Provide Periodic Part-Time On-Site Construction Observation and Prepare Construction Observation Reports - Prepare Daily Bid Item Quantity Tracking - Coordinate/Communicate with Adjacent Property Owners/Residents - Utility Coordination	5	40	150								
<b>TOTAL TASK 6</b>	<b>10</b>	<b>90</b>	<b>160</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>10</b>	<b>0</b>		<b>\$34,525</b>

ATTACHMENT NO. 2  
 CITY OF COLLEGE PLACE, WASHINGTON  
 SIDEWALK IMPROVEMENTS  
 DESIGN AND CONSTRUCTION ENGINEERING SERVICES  
 PAYMENT SCHEDULE

Task Description	Anderson Perry & Associates, Inc.										
	Principal	Senior Engineer (I-II)	Staff Engineer	QA/QC Reviewer	Archaeologist	Environmental Specialist	Surveyor	Survey Crew	CADD	Subconsultant Cost	AP Task Total Cost
	\$185	\$155	\$100	\$175	\$105	\$100	\$155	\$195	\$100		
<b>TASK 7 - PROJECT CLOSEOUT</b>	4	16							10		
- Conduct Pre-Final Walkthrough											
- Prepare Substantial Completion Paperwork											
- Prepare and Implement Project Punchlist											
- Conduct Final Project Walkthrough											
- Prepare Project Closeout Paperwork											
- Prepare and Submit Construction Record Drawings											
<b>TOTAL TASK 7</b>	<b>4</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>		<b>\$4,220</b>

Total Estimated AP Costs \$111,835

DIRECT COSTS

Title Reports and Deeds \$7,000  
 Mileage, Print Bid Documents (10 Sets), etc. \$1,865  
 Subtotal \$ 8,865

SUBCONSULTANT COSTS

GPR (Geophysical Survey) \$3,000  
 Subconsultant Markup (10%) \$300  
 Subtotal \$ 3,300

**TOTAL PROPOSED PROJECT BUDGET \$124,000**