



**Washington State
Department of Transportation**

Supplemental Agreement Number _____	Organization and Address	
Original Agreement Number		
Project Number	Phone:	
	Execution Date	Completion Date
Project Title	New Maximum Amount Payable	
Description of Work		

The Local Agency of _____
desires to supplement the agreement entered in to with _____
and executed on _____ and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
for completion of the work to read: _____

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
spaces below and return to this office for final action.

By: _____ By: _____

Consultant Signature

Approving Authority Signature

Date

Scope of Services

Avondale Road Pavement Preservation
Supplement #1 for Construction Management and Observation
May 2023

City of Redmond



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EXHIBIT A SCOPE OF SERVICES

Supplement #1

Avondale Road Pavement Preservation Construction Management and Observation

INTRODUCTION

Project Description

The proposed project includes preservation of 0.42 miles of existing roadway pavement along Avondale Road NE from approximately 330-feet to the north of NE Union Hill Road, within the bridge deck that crosses Bear Creek, to just West of NE 90th Street. The preservation consists of a 2.5-inch grind and overlay with HMA from curb to curb (or to gutter edge when present) and select locations of full-depth replacement of existing asphalt pavement where needed. The existing roadway varies in width from 63-feet to 97-feet with a 5.5-foot bicycle lane and a 5-foot to 6-foot sidewalk. The project includes upgrading 4 existing curb ramps to meet the Americans with disability acts ADA guidelines, and the restriping of Avondale Road to add 1.5-foot striped buffers between the bicycle lanes and adjacent vehicle travel lanes. The project also includes an upgrade to one deficient guardrail and terminal section. The project does not include work involving landscaping or storm drainage improvements.

Perteet Inc. (hereafter referred to as the “CONSULTANT”) will provide Construction Management and Observation Services on behalf of the CITY OF REDMOND (hereafter referred to as “OWNER”) for the Avondale Road Pavement Preservation Project (hereafter referred to as “PROJECT”). The CONSULTANT will endeavor to protect the OWNER against defects and deficiencies in the work of the Contractor but cannot guarantee the Contractor’s performance and shall not be responsible for construction means, methods, techniques, sequences, or procedures for safety precautions and programs in connection with the work.

The CONSULTANT’s services shall be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The CONSULTANT shall have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement and any additional services authorized by amendment.

Transferring Budget within Contract Maximum: The level of effort is specified in the Scope of Services. The budget may be transferred between discipline tasks at the discretion of the CONSULTANT, provided that the total contracted amount is not exceeded. The CONSULTANT will have the flexibility to manage budget within a given discipline on a subtask level.

Services provided by the CONSULTANT consist of:

GENERAL SCOPE OF SERVICES

This Agreement includes professional services to provide construction management, inspection, and administration services for the Project. The project is federally funded. The procedures outlined in the WSDOT Local Agency Guidelines (LAG Manual) will be used during this project.

This scope of services describes the Task Elements to be accomplished by the CONSULTANT as summarized under each task element. This scope consists of the following task elements:

- Task 1 – Project Administration and Management
- Task 2 – Construction Administration
- Task 3 – Construction Inspection
- Task 4 – Construction Design Support
- Task 5 – Construction MEF
- Task 6 – Materials Testing and Inspection

Optional Services

With prior written approval by the OWNER and written notice-to-proceed, work elements described in this scope of services as optional services (as directed) may be produced by the CONSULTANT.

SCOPE OF SERVICES DEFINED

Construction Inspection and Administration Services

The CONSULTANT shall provide the services identified in the tasks below. These services will include project management, meetings attendance, correspondence, contract administration, review of submittals, and construction inspection for the OWNER as detailed below:

General Assumptions:

- The attached budget for the services detailed below is based on the services of construction inspection and administration on a 20-working day schedule to reach physical complete status. We have included an additional 10-working days to compile and resolve punchlist items and reach Physical Complete status.
- Construction survey and staking to be provided by the Contractor per the Contract Provisions. There is no survey support provided in this scope of services. The Contractor will also be responsible for surveying and reporting changes from the plans for the red line mark-ups.
- Construction documentation will be prepared using OWNER and/or WSDOT forms from the Local Agency Guidelines (LAG) Manual.

- The CONSULTANT will prepare the conformed plans and specifications. The OWNER will provide copies of the conformed plans and specifications to all parties.
- The OWNER will prepare and send a signed Notice to Proceed Letter to Contractor.
- The CONSULTANT will organize, facilitate, and produce minutes of the project Preconstruction (PreCon) Conference and the weekly progress meetings. The OWNER will provide a PreCon meeting agenda for the consultant to use and augment for use.
- When necessary, the CONSULTANT will prepare all Change Orders and obtain the Contractors endorsement and OWNER approval, prior to the work being performed.
- The OWNER will prepare Notice of Suspension letters and letters acknowledging “Substantial” completion and “Physical” completion for OWNER signature and approval.
- The OWNER will process monthly pay estimates to the Contractors. The CONSULTANT will provide the pay estimate and monthly ledgers of quantities for preparation of the monthly pay estimates.
- The CONSULTANT will prepare and distribute the weekly statements of working days.
- The OWNER will be responsible for addressing right-of-way issues, including but not limited to, Right of Entry (ROE) agreements and Temporary Construction Easements (TCE).
- This project is funded using Federal funds and therefore does require a mandatory COA DBE goal.
- The Contractor will be responsible for all contract mandated permits and any inspections related to permit requirements. The CONSULTANT will document the Contractor’s compliance with requirements and make appropriate notifications if non-compliance is observed.
- Prior to the start of construction, the CONSULTANT will prepare a photo log of the construction site (using Headlight) to document existing conditions and provide a copy of the photo log to the OWNER.
- Public outreach by the OWNER will include updating the existing project website on the OWNER’S site to include project updates from the weekly meetings.
- Additional effort beyond the reasonable industry standard for each task will be considered Extra Services.
- For the following services, labor allowances are an estimate only. The level of effort required for these services cannot be accurately predicted as it depends on issues outside of the CONSULTANT team’s control. Some of these issues include quality of Contractor submittals, number of submittals and if multiple reviews are required, adverse weather conditions, and unforeseen conditions at the site. Allowance for any such issues, including but not limited to multiple submittals due to unacceptable quality of the submittals, are not included in the Labor Hours estimate.

Task 1 – Project Administration and Management

Provide project management of the CONSULTANT team, including meetings. The fee assumes 21 total hours for the project manager and accounting support.

- Management of consulting staff and coordination with subconsultants and services.
- Accountant time for invoice processing.
- Submittal and schedule review support by the Project Manager
- Control of A/E project budget and schedule.
- Preparation of monthly invoices and progress reports.
- Maintain on-going contact with the OWNER'S Project Manager via informal meetings, telephone discussions, and electronic mail.
- Provide monthly reporting of project budget status. Percent of budget expended, and estimation of project completion will be provided.

Deliverables:

- Monthly invoice and progress reports

Task 2 – Construction Administration

Provide documentation and record keeping in compliance with OWNER and WSDOT LAG requirements. The CONSULTANT's standard practice is that record keeping will be consistent with WSDOT Local Agency Guidelines and Standards.

2.1 Project Setup – The CONSULTANT and SUBCONSULTANT will provide the following services:

- Project File/Records and documentation setup. Project filing index will be based on the CONSULTANT's file index.

2.2 Administration During Construction – The CONSULTANT will provide the following services:

- Produce and distribute the weekly statements of working days.
- The OWNER will collect and check certified payrolls.
- The CONSULTANT will conduct contractor employee interviews and upload to SharePoint for the City's use in reviewing certified payrolls.
- The OWNER will schedule, organize, and facilitate the project Preconstruction Conference with the assistance of the CONSULTANT. The OWNER will provide the meeting facility and establish the meeting date. If it is not possible for the Preconstruction Conference to be held in person, a "GoTo-Meeting" will be established by the OWNER for all to attend remotely. The OWNER will prepare the meeting agenda. The OWNER and CONSULTANT will have the shared responsibility for taking meeting minutes. The

OWNER will be responsible for collecting all meeting minutes and noting them on a revised Agenda and distributing a PDF version to all attendees for review and comment. The OWNER will prepare a final version of the Agenda/Meeting Minutes document for the OWNER records.

- Calculate force account work based on WSDOT/AGC Blue Book Rental Agreement or equivalent means for determination of rates.
- The CONSULTANT will track Materials Approval (RAMs, QPLs, Shop Drawings, Certificates of Compliance, etc.) and Material Acceptance (inspected stamps, materials tests, visual variation forms) for each bid item for which there are materials.
- Review project records on an ongoing basis to monitor proper approval of all materials are incorporated into the project.
- Create and maintain a Record of Materials (ROM) that will log all construction Contractor submittals. Transmit submittals to CONSULTANT's office staff, and subconsultants, as needed for review and comment. Return submittals to the construction Contractor upon completion of the review process. Maintain submittals files.
- Monitor the project for potential claims or protests by the construction Contractor and notify the project team and OWNER of potential claims. The CONSULTANT will provide assistance to the OWNER, and the OWNER will resolve conflicts and negotiate with Contractor.
- Review Contractor submitted request for approval of material sources and Qualified Products List (QPL) Data Sheets to determine compliance with Contract documents. Contractor will be directed to submit separate RAM forms for each bid item.
- Maintain files for individual bid item compliance for material documentation.
- Collect test reports from materials testing labs for compliance with the information given in the contract documents.
- Collect Manufacturer's Certificates of Compliance and Certificates of Material Origin for Steel and Iron materials being permanently incorporated into the project.
- Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the construction Contractor and prepare necessary documentation of material substitutions.
- RFIs. Receive all requests for information (RFIs) from the construction Contractor. Coordinate responses to RFIs with the OWNER and the CONSULTANT's design team as needed. The OWNER will provide clarifications and interpretations to the Contractor as necessary.
- Review, monitor, and comment on the Contractor's compliance with construction schedule based upon updates submitted by the Contractor. The OWNER will coordinate and negotiate time extensions requested by the Contractor.
- Review Contractor payment based on completed work and provide comments to Contractor and the OWNER for approval and payment.

- Attend and participate in weekly project meetings with the OWNER and Contractor to review the progress of the work and identify and address field issues.
- Obtain and approve Request to Sublet documentation from subcontractors.
- The OWNER will conduct the check on subcontractors (debarments, active licenses, etc.)
- The OWNER will collect Notice of Intent to Pay Prevailing Wage and Affidavit of Wages Paid for contractors and subcontractors.
- Maintain orderly electronic records and files at the job site. These records and files may include, but are not limited to:
 - Updated contract documents, including any design revisions
 - Preconstruction and construction progress photos
 - Daily Inspection Reports
 - Materials Approvals (RAMs)
 - Material Acceptance Verification
 - Test Reports
 - Contractor's Schedules
 - Record of Materials (ROM)
 - Weekly Statements of Working Days
 - Progress Payment Documentation and Backup
 - Prevailing Wage Certifications of Certified Payroll

2.3 Project Closeout – The CONSULTANT and SUBCONSULTANT will provide the following services for project closeout:

- At completion of the project, the CONSULTANT will provide electronic files of all project documentation to the OWNER. The CONSULTANT will provide paper copies of all executed Change Orders, Pay Estimates and Field Note Records. Additional paper files will also be provided to the OWNER upon request.

Deliverables:

- Monthly pay estimate backup (FNRs)
- Final contract paper records at end of project, including:
 - All payment backup documentation organized by pay estimate and FNR number
 - All executed Change Orders and Weekly Statements of Working Days
 - All contractor material submittals and responses – Electronic Only
 - Daily Inspection Reports (IDRs) – Electronic Only
 - Material Testing Reports – Electronic Only

- Electronic records of all construction documentation, including all paper records plus material documentation by bid item, and construction photos.
- Completed Record of Materials

Task 3 – Construction Inspection

Provide services of Construction Inspection to observe and verify by measurements the technical conduct of the construction, including day-to-day contact with the Contractor and the OWNER.

3.1 General Inspection

- Provide on-site inspection and monitoring as requested to inspect the technical conduct and progress of the construction. The Construction Inspector will not be responsible for the means, methods, techniques, or procedures of the construction selected by the Construction Contractor(s) or for any failure of Construction Contractor(s) to comply with laws, ordinances, rules, or regulations applicable to the construction work. The parties recognize that the construction Contractor(s) is responsible for ensuring that construction is in accordance with the plans and specifications.
- Project Daily Report. Prepare daily construction reports, detailing the construction Contractor's operations performed for each day, and records decisions and observations of a general or specific nature in chronological order. Measure quantities of materials installed, log equipment and staff used, and other related items.
- Verify in the daily report that the Contractor is working with the proper traffic control plans.
- Document OWNER-authorized work being done on a force account basis.
- Coordinate the verification of material approvals and ensure they are complete prior to materials being used on site.
- Coordinate Materials Testing and Inspection. In those instances where unsatisfactory test results are obtained, notify the construction contractor to rectify the discrepancies, and retest the materials after corrections are made.
- Collect scale certifications.
- Progress Payment Verification.
- Collect and tabulate all quantity delivery tickets.
- Prepare field note records in accordance funding requirements.
- Check that Manufacturer's Certificates of Compliance and Certificates of Material Origin are received prior to payment.
- Verify that the acceptance sampling and testing frequencies reflect the actual quantities used.

- Photographs. Through Pavia Headlight, tabulate construction photographs and progress photographs of construction activities, daily, to document progress of the work and job site conditions encountered. Particular attention will be given to any work performed below the finished grade.
- Project closeout, formal acceptance, review, and recommendation. Make recommendations to the OWNER concerning operational acceptance, substantial completion, physical completion, and final acceptance of the work. Include review of the requests for extension of time by the construction Contractor. Include recommendation for assessment of liquidated damages, if applicable. Perform a final review and inspection of the construction work and prepare a final list of items to be corrected (“punch-list”). After substantial completion of the project, verify completion of the punch list.
- Record drawings. Review the construction Contractor’s Record Drawings on a bi-weekly basis (and upon completion of major tasks) to verify posted changes.

Deliverables:

- Inspector Daily Reports
- Field Note Records documenting all payments

Task 4 – Construction Design Support

The CONSULTANT will provide construction design engineering support for the Project. CONSULTANT services shall be limited to minor design changes and contractor Requests for Information (RFIs). Should a major re-design be required, the CONSULTANT and the OWNER will negotiate a supplement for additional design services.

- Assist the OWNER Project Manager with requests where field construction modifications or additions are requested and provide design technical assistance to field personnel.
- Visit site when requested to evaluate design issues.
- Review shop drawings for general conformance to the contract documents.
- The CONSULTANT will provide written responses in PDF format for RFIs. Each RFI is expected to take no more than four (4) hours to complete, including clarifications.

Deliverables:

- Shop drawing submittals will be returned electronically in PDF format via email with comments written directly on the submittal documents and/or accompanied by a memorandum, if required
- Written responses to RFIs will be returned electronically in PDF format via email to the Contractor.

Task 5 – Earthwork Inspection and Material Testing (Based on Quantities in the Bid Documents)

The scope of earthwork inspection and material testing shall consist primarily of compaction testing, and asphalt and concrete testing.

Time for Completion

The Contract Documents and time of completion are based upon a 20-working day schedule by a full time Construction Observer and support personnel as outlined in the budget. In support of this schedule, the CONSULTANT contract will provide one (1) part-time week of project set up time, 10-working days of part-time CONSULTANT representatives / support staff, in addition to two (2) part-time weeks of project closure time (Punchlist, Closeout Record Preparation, etc.). The project setup and closure hours are noted in Project Setup and Closeout sections of the fee estimate. If the work schedule changes due to the contractor working weekends, extended hours, work performed during suspension, added working days due to change orders or weather delays, or if the construction activity extends beyond the contract time, the CONSULTANT shall inform the OWNER immediately to allow the OWNER an opportunity to authorize additional budget for the CONSULTANT to provide the additional services as needed. The additional services will be billed at the hourly rates established in the base agreement.

Additional Services

The CONSULTANT may provide additional services as directed by the OWNER which are not identified in this Scope of Services. Additional services shall not commence without written authorization and approval from the OWNER and a supplement to the contract.

Services Not Included in this Scope of Services

1. Public Outreach Support and Communications
2. Final Record Drawings in CADD
3. Archeology or Cultural Resources Support (info added by that group to scope and fee)

Information Provided by Others:

The OWNER shall furnish, at the OWNER'S expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Further, the OWNER agrees that the CONSULTANT shall have no responsibility for any portion of the Project designed by other consultants engaged by the OWNER.



Project Redmond - Avondale Rd Overlay CM Services
Client
PM Jerome Didier

Contract Start Date 5/1/2023
Contract End Date 9/30/2023
Contract Duration: 4 Months

Last Update date 5/17/2023
Perteet Project No. 20220033.0001

Task	Billing Rate	Sr. Associate	Sr. Engineer / Mgr	Lead Technician/ Designer	Sr Const Tech	Construction Supervisor	Sr. Construction Observer	Accountant	Total Hours	Labor Dollars
		\$246.83	\$198.12	\$173.95	\$142.19	\$249.24	\$187.56	\$148.36		
Task 1 - Project Administration and Management						15.00		8.00	23.00	\$4,925.00
Total Task 1 - Project Administration and Management		0.00	0.00	0.00	0.00	15.00	0.00	8.00	23.00	\$4,925.00
Task 2 - Construction Administration					56.00	40.00			96.00	\$17,932.00
Total Task 2 - Construction Administration		0.00	0.00	0.00	56.00	40.00	0.00	0.00	96.00	\$17,932.00
Task 3 - Construction Inspection						8.00	280.00		288.00	\$54,511.00
Total Task 3 - Construction Inspection		0.00	0.00	0.00	0.00	8.00	280.00	0.00	288.00	\$54,511.00
Task 4 - Construction Design Support		18.00	44.00	13.00					75.00	\$15,421.00
Total Task 4 - Construction Design Support		18.00	44.00	13.00	0.00	0.00	0.00	0.00	75.00	\$15,421.00
Task 5 - HWA - Earthwork Inspection and Material Testing										
Total Task 5 - HWA - Earthwork Inspection and Material Testing		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Total Hours		18.00	44.00	13.00	56.00	63.00	280.00	8.00	482.00	
Total Dollars		\$4,443.00	\$8,717.00	\$2,261.00	\$7,963.00	\$15,702.00	\$52,517.00	\$1,187.00		\$92,790.00

Expenses:	
Mileage - \$.655	594
Totals:	594

Subconsultant Fees:	Cost	Markup	Bill
HWA GeoSciences Inc	17,000		17,000
Totals:	17,000		17,000

SUMMARY		
Labor		\$92,790.00
Expenses		\$594.00
Subconsultants		\$17,000.00
CONTRACT TOTAL		\$110,384.00