SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET

DATE:	September 11, 2008
ITEM #:	C - 10
SUBJECT:	Approve Contract for WEB Engineering Construction Support Road and Utility Improvements on Sultan Basin Rd Widening Project.
CONTACT PERSON:	Jon Stack – Engineering

ISSUE:

Authorize the Mayor to sign a contract not to exceed $15,000.00 with WEB Engineering for engineering construction support services associated with the Sultan Basin Road Widening and Utility Improvement Project.

SUMMARY:

Approve a contract for WEB Engineering for engineering construction support services associated with the Sultan Basin Road Widening and Utility Improvement Project as specified in the Scope of Work outlined in the contract agreement.

BACKGROUND:

WEB Engineering provided the design services for the project and is best qualified to provide engineering construction services on an "as-needed" basis.

FISCAL IMPACT:

The contract is not to exceed $15,000.00 and will be funded by Street Impact Funds.

ALTERNATIVES:

1. Authorize Mayor to approve a contract with WEB Engineering.
2. Do not authorize the Mayor to approve contract with WEB Engineering.
3. Do not authorize a contract *and* direct Staff to areas of concern.

RECOMMENDED ACTION:

I MOVE TO AUTHORIZE THE MAYOR TO APPROVE a Construction Support Contract with WEB Engineering for the Sultan Basin Road Widening and Utility Project.

ATTACHMENTS:

A- WEB Engineering Contract

COUNCIL ACTION:

DATE:

WEB ENGINEERING LTD.
consulting civil engineers

RECEIVED
AUG 28 2008
BY:

August 19, 2008

Mr. Jon Stack, PE – City Engineer
PO Box 1199
319 Main Street
Sultan, WA 98294-1199

Re: Proposal for Professional Civil Engineering Services – Construction Support
Road and Utility Improvements, Sultan Basin Road
Sultan, Washington

Dear Mr. Stack,

WEB Engineering Ltd (WEB) is pleased to submit this scope of work and cost proposal for providing engineering construction support services associated with the referenced road and utility improvement project proposed in Sultan, Washington.

INTRODUCTION

Based on our recent meetings to review the final project design and construction coordination issues, the pre-construction meeting with the project general contractor and stakeholder parties, and our experience with numerous projects we have successfully completed similar to this, we understand the following regarding the project:

1. The City has awarded the general construction contract to Oceanside Construction Inc (Contractor).
2. A formal pre-construction meeting was held on Monday August 18, 2008 with project stakeholders.
3. The Contractor provided a detailed construction schedule with proposed start date of August 25 and completion date of November 20, 2008 (63 working days).
4. We understand that the City and Contractor may re-evaluate the incentive payment provision in the contract with the goal being to minimize the Sultan Basin Road closure period.
5. A detailed road closure and traffic detour management plan for the Sultan Basin Road closure will be required for the project suitable to Snohomish County and WSDOT (i.e. State Route 2 affected by the closure).
6. The Contractor has inquired about the potential to widen the proposed roadway shoulder fill area adjacent to the proposed retaining for the purpose of minimizing the existing road prism disturbance if possible (i.e. relocate proposed retaining wall face to the east).
7. The requirement for the provisional reinforced structural culvert saddle will be based on actual field conditions yet to be determined.
8. Various retaining wall and utility technical issues are anticipated to arise during construction that will require ongoing engineering coordination support.

PROPOSED SCOPE OF SERVICES

The proposed scope of services for this project includes the following:

1. Attend weekly construction meetings and site inspections to review on-going project coordination and technical design issues, schedule activities and duration, communication, and stakeholder concerns.

149 West Kellogg Road, Bellingham, WA 98226

Tel: (360) 671-7002
Fax: (360) 671-7081

2. Provide on-going technical support to City and Contractor pertaining to all civil and structural engineering project issues during the construction period.
3. Review and consult with City and Contractor staff regarding modification of the contract road closure incentive payment provision.
4. Prepare a detailed road closure and traffic detour signage management plan for the project suitable to Snohomish County and WSDOT.
5. Consult with franchise utilities (gas / phone) regarding existing utility relocations required for the project, as necessary.
6. Document as-built modifications during construction, prepare construction record drawings based on physical survey and periodic site inspections, and submit record plans to the City for recording.

ESTIMATED BUDGET

We propose to provide our services on a time and materials fee basis in accordance with the attached General Conditions. The total amount of our fees is estimated not to exceed $15,000 based on our project understanding and scope of work outlined above. We are available to begin work on the project upon receipt of your authorization to proceed. Should you need additional work items that are outside of this proposed work scope, we will submit separate proposals or change orders for your approval.

If this proposal is acceptable, please sign and return one copy of this proposal to our office. You may also fax a signed copy to our office at (360) 671-7081.

We sincerely appreciate the opportunity to submit this proposal for your consideration. If you have any questions or comments, please do not hesitate to contact me at (360) 671-7002. I can also be reached directly on my mobile phone at (360) 927-9525.

Sincerely,

WEB Engineering Ltd

Neil Latta, P.E.
Principal Engineer

Attachments: *(1) General Conditions – WEB Engineering Ltd.*

APPROVED: _____
Printed Name *Signature*

TITLE: _____

DATE: _____

GENERAL CONDITIONS

1. BINDING

The Client and the Engineer each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this agreement and to the partners, successors, executors, administrators, and assigns to such other party in respect to all covenants to this agreement. The Owner/Client understands that there may be misinterpretations of the Engineer's plans and specifications during construction. These may lead to errors and subsequent damage. If the Owner/Client has elected to proceed with the construction without Construction Review Services, the Owner/Client agrees to indemnify, hold harmless and defend the Engineer against any and all claims arising out of the acts of the Contractor performing the work not in compliance with the intent of the design documents. In the event any provision of this agreement shall be held invalid and unenforceable, the other provision of this agreement shall be valid and binding.

2. INSPECTION FEES

The Client shall pay all costs of checking and inspection fees, zoning and annexation application fees, assessment fees, surveying, soil engineering fees, soil testing fees, aerial topography, and all other fees, permits, bond premiums, title company charges, blueprint and reproductions fees, and all other charges not specifically covered by the terms of this agreement.

3. INVOICES

Invoices for WEB Engineering Ltd services and applicable reimbursable expenses (reproduction costs) will be sent to the Client periodically. Payment will be due within the normal 10-day period from the invoice date and an additional charge of 1.5 percent per month (or rate not in excess of the maximum allowed by law) may be assessed and will be due on the balance of the account outstanding after the initial 30-day period.

4. REIMBURSABLE EXPENSES

Reimbursable expenses such as travel, lodging, meals, subcontractors and drilling contractors charges to be paid directly by the Client.

5. TERMINATION OF SERVICES

In the event that the Client requests termination of WEB Engineering Ltd's services prior to completion of a report, WEB Engineering Ltd reserves the right to complete such analyses and records as are necessary to place WEB Engineering Ltd's files in order and, where considered by WEB Engineering Ltd as necessary to protect WEB Engineering Ltd's professional reputation, to complete a report on the services performed to date. A termination charge to cover the cost incurred up to the date of the termination of the contract may be made at the discretion of WEB Engineering Ltd.

6. SAMPLE STORAGE

All soil, rock and water samples will normally be discarded 30 days after transmittal of the final report unless other arrangements are made with WEB Engineering Ltd by the Client.

7. EXISTING SITE UTILITIES

The location of underground utilities is based on record information provided by others that cannot be verified by WEB Engineering Ltd without extensive testing. WEB Engineering Ltd assumes no responsibility for any discrepancies between recorded and actual location of existing underground utilities. Client and Contractors are advised to expose and confirm all underground utilities prior to construction.

8. LIMITS OF PROFESSIONAL LIABILITY

This paragraph relates only to WEB Engineering Ltd or its subcontractor's professional liability. WEB Engineering Ltd and its subcontractors on this project as outlined perform its professional services with that degree of care and skill ordinarily exercised under similar circumstances by members of the engineering and geologic profession. No warranty, expressed or implied, is made or intended by WEB Engineering Ltd's proposals for consulting services, the furnishing of oral or written reports, or the monitoring of construction work. However, should WEB Engineering Ltd or any of its professional employees be found negligent in the performance of services to the standard of care of the profession, the Client agrees that the maximum aggregate amount to recovery against WEB Engineering Ltd or its employees shall be limited to $50,000. WEB Engineering Ltd shall also be held harmless and indemnified from claims initiated by parties other than which are directly involved in this contract.

In the event the Client makes a claim against WEB Engineering Ltd or its subcontractors, or otherwise, for any alleged error, omission or other act arising out of the performance of WEB Engineering Ltd's professional services, and the Client fails to prove such claim, then the Client shall pay all costs including, but not limited to attorney's fees incurred by WEB Engineering Ltd in defending itself against the claim.

9. EXCLUDED SERVICES AND LIMITATION OF LIABILITY

WEB Engineering Ltd does not provide services within 3 feet of a proposed or existing building envelope. The Client shall obtain services from another source for all structures including associated plumbing. The Client hereby waives any claim

against WEB Engineering Ltd for services provided by another source and agrees to defend, indemnify and hold WEB Engineering Ltd harmless from any claim or liability for injury or loss arising from services performed by others

10. CHANGES

In the event that any changes are made in the plans and specifications by the Client or persons other than WEB Engineering Ltd which affects the engineer's work, any and all liability arising out of such changes is waived, as WEB Engineering Ltd, and the Client assumes full responsibility for such changes unless Client has given prior notice and has received from WEB Engineering Ltd, written consent for such changes.

11. USE OF PLANS

WEB Engineering Ltd shall incur no responsibility or liability for the Clients use of plans or drawings, which are not signed and stamped by WEB Engineering Ltd and which have not been approved and signed by the appropriate regulatory agency, and/or have been altered or revised after signature of approval.

12. FAILURE TO PAY

In the event the Client fails to pay WEB Engineering Ltd after invoices are rendered, the Client agrees that WEB Engineering Ltd shall have the right to consider said default a total breach of this agreement and the duties of WEB Engineering Ltd under this agreement terminated. In such event, the Client shall then promptly pay WEB Engineering Ltd for all fees, charges, and services performed on a Time and Material basis. Lien rights will be exercised.

13. EXTRA SERVICES

Engineering Services which are beyond the Scope of Work defined by this Contract, or Services brought about by changes in the design, project layout or other which are deemed not the fault or responsibility of the Engineer shall be considered extra services and shall be addressed with a written change order. Examples of extra services include:

a. Changes to the project by Client during or after the design.
b. Changes to the project by a Contractor or Supplier after the design is completed.
c. Excessive Engineering time at no fault of the Engineer (e.g. Public Works or Community Development Departments require extra or excessive calculations, studies or unusual designs, techniques beyond the defined Scope of Work).
d. Changes resulting from changes to public ordinances, codes or other administrative requirements during the project design process.
e. Construction supervision, bid solicitation, contract management, etc.
f. WEB Engineering Ltd will provide the appropriate number of reports and drawings required by agencies plus one to the Client. Any additional reports or selected items of a report will be in the form of a photocopy with a charge of $27. Additional drawings will be charged at reproduction cost plus 15% handling fee.

14. CLIENT FURNISHED INFORMATION

The Client is responsible for providing WEB Engineering Ltd a description of the property, any survey data available, its location and the location of any buried utilities or structures. The Client is responsible for advising WEB Engineering Ltd of any requirements for entry or work permits, security clearances, licenses, or any other required permissions. If the property is not owned by the Client, the Client shall obtain right-of-entry for the purposes of accomplishing our services.

15. DOCUMENT OWNERSHIP AND USE

Original documents pertaining specifically to the project such as engineering reports, construction documents are the property of WEB Engineering Ltd. The company will retain possession of all original documents.

Review and final copies of all required documents shall be provided to all approving agencies at the Client's request in accordance with the scope of terms of the contract. Upon completion of the work, the Client shall have full access to the use of document reproductions and copies as provided by the contract when the project accounts are made current. These conditions shall apply unless otherwise agreed in writing. WEB Engineering Ltd reserves the right to future use of all analyses and experience developed during the contract life.

Reuse of any instruments of service by WEB Engineering Ltd's Clients on extensions of this project or on any other projects without WEB Engineering Ltd's written permission shall be at the Client's risk and the Client agrees to indemnify and hold harmless WEB Engineering Ltd from all claims, damages and expenses including attorney fees arising out of such unauthorized reuse.

16. SCOPE OF WORK AND PROPOSALS

WEB Engineering Ltd's estimated costs and proposal costs are based on the scope of work to be performed. Should the scope of work change, a new cost estimate will be provided to the client. At anytime should WEB Engineering Ltd become aware that cost estimates are going to exceed those given in original estimates and/or proposals, due to unforeseen conditions or requirements, the Client will be advised immediately. The fee as offered in this contract remains in effect for a period of 30 days from the date of the signed proposal.