# King County

## 12926

### ATTACHMENT A

2009-106

Executed in 4 Counterparts Counterpart No. \_\_\_\_\_

#### AMENDMENT NO. 7 to CONTRACT NO. P43024P AGREEMENT FOR PROFESSIONAL SERVICES FOR BRIGHTWATER PROJECT OVERSIGHT SERVICES

WHEREAS, King County ("County") has a contract with R.W. Beck, Inc., ("Consultant"), numbered P43024P ("Agreement"), executed on March 10, 2005, to perform certain professional services, including providing independent oversight and monitoring of the design, and at the County's option, the construction of the treatment plant, conveyance facilities and marine outfall elements of the Brightwater Project; and

WHEREAS, on March 24, 2006, the parties executed Amendment No. 1 to the Agreement;

WHEREAS, on March 27, 2007, the parties executed Amendment No. 2 to the Agreement;

WHEREAS, on March 13, 2008, the parties executed Amendment No. 3 to the Agreement;

WHEREAS, on May 2, 2008, the parties executed Amendment No. 4 to the Agreement;

WHEREAS, on July 1, 2008, the parties executed Amendment No. 5 to the Agreement;

WHEREAS, on December 15, 2008, the parties executed Amendment No. 6 to the Agreement; and

WHEREAS, the parties wish to amend the Agreement for the purpose of modifying the Period of Performance, Scope of Work (Exhibit A), Cost Summary (Exhibit B), Key Personnel List (Exhibit F), Compensation, and Fixed Professional Fee.

NOW THEREFORE, in accordance with Section 4 of the Agreement, the parties agree to the following modifications contained in this Amendment No. 7 (the "Amendment"):

- Section 1.A, Period of Performance, is hereby extended to the 31<sup>st</sup> day of December 2010 unless extended or terminated earlier by King County pursuant to the terms and conditions of this Agreement.
- 2. Section 2.B.4.a.(2), Substitution of Personnel, delete Exhibit F, Key Personnel, and replace with the attached Exhibit F.

- 3. The work and services for the Project to be performed by the Consultant pursuant to this Amendment No. 7 are set forth in the attached "Amendment No. 7 Exhibit A Scope of Work," which by this reference is incorporated herein. The Scope of Work detailed in this Amendment No. 7 was anticipated and included within the Request for Proposals for the Brightwater Conveyance Final Design project and/or the contract between King County and R.W. Beck.
- 4. Delete existing Section 8.A, Compensation, and replace with the following:

Subject to the provisions set forth in this Agreement, the County will pay R.W. Beck on a monthly basis for authorized and satisfactorily completed work and services rendered under this Agreement. Progress payments shall be full compensation for work performed and services rendered, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals, but in no case shall the total progress payment exceed the Total Price as defined herein. The amount to be paid to the Consultant shall be computed as hereinafter set forth; provided, that such payment shall not exceed a maximum amount of ONE MILLION FIVE HUNDRED NINETEEN THOUSAND SIXTY DOLLARS (\$1,519,060.00) ("Total Price").

Within the Total Price, the amount to be paid to the Consultant for work under Amendment No. 7 shall be computed on a cost plus fixed fee basis as set forth in "Amendment No. 7 Exhibit B Cost Summary," which by this reference is incorporated herein. Such payment shall not exceed a maximum amount of SIX HUNDRED THIRTY-TWO THOUSAND SEVEN HUNDRED SEVENTY-ONE DOLLARS (\$632,771.00) (the "Amendment No. 7 Total Price").

In the event the Consultant incurs costs in excess of the Total Price, or, for work performed under Amendment No. 7, the Amendment No. 7 Total Price, the Consultant shall pay such excess from its own funds and the County shall not be required to pay any part of the such excess and the Consultant shall have no claim against the County on account thereof.

5. Delete existing first sentence in Section 8.B.4, and replace with the following:

Fixed Professional Fee (Profit). The County shall pay a Fixed Professional Fee, which amount shall not exceed a maximum total sum of NINETY-FIVE THOUSAND FOUR HUNDRED FORTY DOLLARS (\$95,440.00). Within that maximum total sum, the County shall pay a Fixed Professional Fee for work performed under Amendment No. 7, which amount shall not exceed a maximum sum of FORTY-THREE THOUSAND ONE HUNDRED SIXTY-SEVEN DOLLARS (\$43,167.00).

6. All other terms and conditions of the Agreement are to remain in full force and effect.

Effective upon execution by the County.

KING COUNTY

R.W.BECK, PNG

By:

The Honorable Dow Constantine
Chair, Metropolitan King County Council

Title: Vi & President

DATE:

In witness whereof, the parties hereto have accepted this Amendment No. 7, which will become

Amendment No. 7

#### **Amendment No.7**

#### **Exhibit A**

#### SCOPE OF WORK

#### **Brightwater Project Oversight Services**

(Contract No. P43024)

Consistent with its 2007 *Priorities for People* budget goals, the King County Council established an independent capital project oversight function in the County Auditor's Office for the Brightwater Project and three other large capital projects. Three primary objectives were identified in the authorizing budget legislation to strengthen the Brightwater Project's performance and accountability to provide:

- Independent, legislative oversight to control project overruns and unforeseen increases in project scopes, schedules, or budgets.
- Regular reports to the County Council and public to ensure sufficient and timely information is available on project performance and status.
- Assurance that the County Council is immediately notified of significant changes to the project, or of any related emergent issues, that have the potential to impact the project scope, schedule, or budget.

King County ("County") has a contract with R.W. Beck, Inc., ("Consultant"), numbered P43024P ("Agreement"), executed on March 10, 2005, to perform certain professional services, including providing independent oversight and monitoring of the design, and at the County's option, the construction of the treatment plant, conveyance facilities and marine outfall elements of the Brightwater Project. This Exhibit contains the Scope of Work for the contract as amended by Amendment No. 7, recognizing R. W. Beck's unique qualifications and experience to continue serving as the oversight management consultant through December 31, 2010.

#### Task 100 Contract Administration and Management

During the construction phase through December 2010 (or longer if further amended), the Consultant shall organize, manage and coordinate the services required to accomplish work defined in this Scope of Work. Management activities shall include the following:

- Preparation of monthly consultant activity reports; including descriptions of work accomplished by consultant and subconsultants, work in progress, percent complete by task, planned work, schedule updates on all active task items and funds expended to date.
- 2. Project team management, coordination with other consultants and quality control of subconsultant work.

3. Meet with the County's Project Representative or hold phone conferences on average once per month, assuming 2 consultants for up to 2 hours per meeting for the duration of the period of performance of this contract.

#### Deliverables

Monthly progress reports - 24

#### Task 200 BW Project Overview Report (POR)

This task has been completed and has been closed.

#### Task 300 Design Phase Submittal Status Review

This task has been completed and has been closed.

#### Task 400 Analysis and Studies

At the request of the Project Representative, the Consultant will conduct additional work related to construction project monitoring. The detailed scope and level of effort for the work shall be estimated, agreed to, and authorized in advance by written notice to proceed from the project representative. Such work may include preparation of special reports or detailed study to meet the needs of the County, beyond what is contained in Tasks 600 and 700 on issues such as:

- Advice on GC/CM and DB contracts:
- Assessments of work-around strategies;
- Preparation of unique cost or other project comparisons for forecasting purposes;
- Preparation of independent analysis and assessment of the adequacy of the remaining contingency, providing recommendations as appropriate; and
- Additional presentations or meetings.
- Evaluation of deviations from the planned project schedules and costs and County's management response to such deviations with respect to:
  - Outstanding potential change orders, claims and disputes;
  - Potential risks to schedule and cost:
  - County's efforts to monitor and manage project accomplishment rate, program wide "time to complete", and program wide "cost to complete".
- Evaluation of various risks to project schedule, budget, quality, and scope during the construction phase. This work could include the following:
  - Reviewing the County's risk assessments including any risk mitigation planning conducted by the County; and
  - Reviewing the County's actual risk mitigation efforts in terms of process and timeliness in the event that significant risk events occur.

This task also includes preparation of responses to address questions or additional issues raised by the Government Accountability and Oversight Committee (GAOC), or Regional Water Quality Committee (RWQC) regarding the quarterly reports or presentations that require in excess of eight (8) hours of labor.

#### **Deliverables**

Written reports covering requested additional analyses, and presentation at meetings as requested.

#### Task 500 Quarterly Design Status Reports and Presentations

This task has been completed and has been closed.

#### Task 600 Construction Phase Status Monitoring

 The Consultant will prepare an agenda and a draft monthly report and lead a monthly meeting with Wastewater Treatment Division (WTD) staff, County Auditor staff, County Office of Management and Budget staff, and County Council staff. The purpose of this meeting is to provide ongoing reporting of project status. The County Project Representative will organize these meetings and arrange to have all appropriate staff present.

The Consultant will also conduct periodic phone calls with the County Project Representative as needed to provide the Project Representative with notice of emerging issues or additional clarifying information necessary to prepare for the meetings.

- 2. The Consultant shall review the following project reports and documents:
  - Monthly Brightwater Program Report
  - Monthly CM Report for Conveyance
  - Monthly CM Report for Treatment Plant
  - Monthly Schedule Reports
- 3. The Consultant shall conduct a monthly conference call with WTD's Capital Projects Managing Supervisor and key Treatment Plant and Conveyance Program staff.
- 4. The Consultant will use its previously developed monthly report form to monitor issues and status and to support the monthly meetings identified in item 1 above. This includes a simplified, spreadsheet-based tracking tool for Consultant use in monitoring project performance.
- 5. The Consultant shall monitor the status of project costs and project risk registers. This monitoring will specifically include:
  - Monitoring estimated vs. actual costs for specific construction contracts based on contractor payment requests and change orders.
  - Monitoring non-construction costs.
  - Monitoring of WTD's testing and startup planning.

Consultant's ability to successfully conduct this task is dependent on timely reporting of significant risk events to the Consultant by WTD. This scope of work anticipates that WTD will continue to identify any significant risk (i.e. events potentially affecting public or worker safety or major equipment problems) and notify the Consultant's Project Manager

in a timely manner and will provide project risk register updates on a regular basis for review by the Consultant.

In addition, the Consultant will evaluate updated trend estimates of costs prepared by the County annually to determine which cost elements have changed, the reasons for the change, and the reasonableness of changes. The Consultant will prepare its analysis in a report including recommendations to improve the reliability and accuracy of these estimates as well as recommendations to reduce or mitigate risk, contain costs, or meet schedule.

- 6. The Consultant shall monitor the status of the project construction schedule for each construction contract and monitor the schedule for the overall project. This monitoring will specifically include:
  - Quarterly detailed review of schedule updates for each active construction contract for significant schedule changes (with justifications for changes.)
  - Monthly review of master overview schedule (high-level) with special attention to critical integration points between the various construction contracts.
  - Conference calls between the Consultant or Subconsultant and appropriate WTD staff, shall be conducted as necessary to clarify issues.
- 7. The Consultant will conduct site visits at approximately three-month intervals. Site visits by the scheduling subconsultant will occur at approximately six-month intervals unless mutually agreed by County and Consultant as unnecessary. As much as practical, these site visits will be timed to coincide with critical construction activities and other meetings and briefings with County staff and Council. When scheduling a site visit, the Consultant shall request, in advance, the Brightwater staff desired to meet with on site. The County will make reasonable efforts to accommodate the request or provide staff substitutions to address the specific project information needed. The Consultant shall make site visit arrangements directly with WTD and shall notify the County Project Representative if Brightwater staff availability does not meet the Consultant's needs.

#### Deliverables

- Monthly Draft Reports to Project Representative and WTD in advance of the meeting identified in item 1 above – up to 24
- Presentation of summary information from draft monthly report at the monthly meeting identified in item 1 above – up to 24
- Annual evaluation report of WTD cost trend updates -2

#### Task 700 Quarterly Construction Status Reports and Presentations

The Consultant shall prepare quarterly reports and presentations for submission to the GAOC and the RWQC. Specific work under this task shall include:

- 1. The Consultant shall prepare a quarterly OMC Status Report Template which will include a summary of key project status indicators including but not limited to: schedule, budget, contract status, outstanding issues, etc.
- 2. The Consultant shall prepare a draft, final draft, and final quarterly report focused on the current status of the program, from the perspective of reliability of the information

presented and the confidence in the reporting of budget and schedule status. The draft will be provided to County Project Representative and WTD for review. The Consultant will attend one, 3-hour meeting per quarterly report with County staff as arranged by the County Project Representative to review the report and receive comments. The Consultant will then prepare a final draft that will be delivered to GAOC and RWQC. The Consultant shall present the final report to the GAOC and RWQC if requested. The report will focus on:

- Overall budget summary
- Overall budget and contingency exposures
- Identification of any significant issues or performance exposures that have a reasonable likelihood of impacting cost or schedule or staffing/management of the Brightwater Project
- Recommendations to County project management, as necessary to reduce or mitigate risk, contain costs, or meet schedule.
- 3. Conduct up to eight (8) quarterly report presentations for Council for both the GAOC and RWQC and respond to inquiries during the presentation.
- 4. Address questions or additional issues raised by the Council regarding the quarterly report. Each follow-up action will be discussed with the County Project Representative and a draft response prepared for review by the County Project Representative, WTD and others, as directed. Final approval from the County Project Representative will be obtained prior to transmittal to Council and shall be within one week, where possible. Work required for follow-up that exceeds eight hours of Consultant effort will be scoped and funded using Task 400.

#### **Deliverables**

Schedule for deliverables to be coordinated with actual committee schedules and requests for reports:

- Draft quarterly report 8
- Final draft quarterly report 8
- Final quarterly report 8
- Presentation for quarterly report up to 8
- Written response to questions/issues as required

EXHIBIT B - Level of Effort (LOE) Detail INPUT WORKSHEET - not a summary Project Titles: Brightwater Project Oversight Monitoring Consultant Services

Contract #: P43024P

Amendment #: 7

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EXHIBIT B - Invoiced Other Direct Costs (ODC) Detail INPUT WOI
Project Title: Brightwater Project Oversight Monitoring Consultant Services
Contract #: P43024P
Amendment #: 7

INPUT WORKSHEET

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Helmas & Co. LLC	13.7%	
Hatch Mott MacDonald	6.0%	
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Exhibit B - Cost Summary by Task
Project Title: Brightwater Project Oversight Monitoring Consultant Services
Contract #: P43024P
Amendment #: 7

-	Lump Sum ODC						7	-			Wasan	6					Ā	Annual Indian Water Strates and Annual Strates		Matter			ART (All the State of	Management of the Control of the Con	
AND		SubTotal, All Tasks	Subtot	Hatch Mott MacDonald	Helmes & Co. LLC	R. W. Beck, Inc.	QUARTERLY REPORT AND PRESENTATION	Subtol	Haich Mott MacDonald	Helmes & Co. LLC	R. W. Beck, Inc.	O CONSTRUCTION PHASE MONITORING	Subto	Hatch Molt MacDonald	Helmes & Co. LLC	R. W. Beck, Inc.	O ANALYSIS AND STUDIES	AAA 1814181 474	Hatch Mott MacDonald	Helmes & Co. LLC	R. W. Beck, Inc.	0 PROJECT MANAGEMENT	TASK TITLES / CONSULTING FIRMS	TASKS / FIRMS	
TOTAL			Subtotal, Task 0			_	ATION	Subtotal, Task 0, a	ļ 	-		ORING	Subtotal, Task 0; 11	! ! !				Subtotal, Task 0							
3,480		3,480	656	0	ρ.	656		2,032	96	296	1,640		480	. 8	72	348		312	٥	0	312		Total 1 Hours	Hours	
3,480 \$263,424.16		\$263,424.16	\$37,098.88	\$0.00	\$0.00	\$37,096.88		\$169,205.44	\$21,600.00	\$61,774.40	\$85,831.04		\$47,575.52	\$13,500,00	\$15,643 20	\$18,432.32		\$9,544,32	\$0.00	\$0.00	\$9.544.32		Total Direct Labor Costs	Total	
		\$263,424.16			0.00%	186.05%			į	0.00%	186,05%			0.00%	0.00%	186.05%			-		196.05%		Overhead Rate	Direct & In	
\$280,761.65		\$280,761.66	\$69,022.47	\$0.00	\$0.00	\$69,022.47		\$159,688,65	\$0.00	\$0.00	\$159,688.65		\$34,293,33	\$0.00	\$0.00	\$34,293.33		\$17,757.21	\$0.0	\$0.00	\$17,757.21		Overhead Rate Total Indirect Labor Costs	Total Direct & Indirect Labor Costs	2
\$544,185.81		\$544,185.81	\$106,121.35			\$106,121.35		\$328,894,09	)		\$245,519.69		\$81,868.85			\$52,725.65		\$27,301.53	$\neg$		1 \$27.301.53		Direct + Indirect Labor Costs	r Costs	
						10,00%			0.00%		10.00%		95	0.00%	20, 0.00%	65, 10.00%		53			53 10 00%	i	:t Fea Percentage		LABOR EXPENSES
\$43,186.82		\$43,166.82	\$10,612.13	50.02	\$0.00	\$10.612.13		\$24,551.97	\$0.00	\$0.00	\$24,551.97				\$0.00	\$5,272.57		52,730.15			-	j	Fee on Direct+Indirect	FEE	PENSES
\$587,352.64		\$43,166.82 \$587,352,64	\$116,733.48	- [	i	5116 733.482		\$353,446,06			\$270,071.66					7. \$57,988,22		5 \$30,031,68	1			:			
64		64	48	00, 00%		482 3.00%		06			66 3.00%					.22 3.00%		.68	1	0.00%	\$30.031 682 3.00%	ŗ	Direct + Indirect + Escalation Rate	ESCAL	The second secon
\$11,943.07		\$11,943.07	\$2,5					\$6,792.65	:		1		\$1,458.77								3755.36		m	ALATION	
		\$599	1 :		- 1	\$2,936,08				- 1	\$6,792.85 \$27		8.77 \$86	0.00.		\$1,458.77		\$755.36 \$30,787.04	3	\$0.00		cos	Escalated Direct + Indirect + Foe = TOTAL LABOR	LABOR SUBTOTAL	
295.70		295.70)	\$119,669,56	000	\$0.00	\$119 669 56		\$360,238.91	1,600.00	\$61,774.40	\$276,864.51		\$88,600.19	3,500.00	\$15,643.20	\$59,456,99		787.04		3 3	\$20.797.DA	COST	nandrakon era an	OR OTAL	
	**************************************			\$0.00	\$0.00	\$0,00			\$0.00,	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00			5	S 000	i		APC Rate	Associate	
\$0.00		\$0.00	\$0.00	\$0.00	i			\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$4.00		\$0.00	500 OO	<b>4</b> 0.00	5		APC Amount	Associated Project Costs	APC
\$69,295,701 \$100 \$599,295,701	新 	\$599,295.70 \$599,295.70	\$119,6	\$0.00	\$0.00	\$0.00 \$119.669.56		\$360,238,91	\$0.00 \$21,600.00	\$61,774.40	\$276,864.51		\$88,600,19	\$13,500,00	\$15,643.20	\$59,456.99		\$30,787.04	600	snon	\$30 787 DA		Labor Total w/ Escalated Direct + Indirect + Fee + APC	Costs	
\$28,866.00	والمتعارضة المتعارضة	\$28,866.00	\$6,	50.00				\$15,236.00			\$9,636.00		\$7,206.00			\$1,606.00			90,00			The state of the s	Invoiced Other Direct Costs	CCC	9
\$632,771.21	\$4,609.61	\$628,161.70	\$126,093.56			1					\$286,500.51					\$61,062.99		\$30,787.04			20 207 704 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		TOTAL LABOR + ODC + ODC	PRICE	TOTAL

#### Exhibit F

#### Key Personnel List

David J. Young, Reviewer/Presenter, Hatch Mott MacDonald Margaret Fulenwider, Senior Associate, Helmes & Co. Art Griffith, Senior Utility Analyst, R.W. Beck Tom Jacobs, Senior Management Consultant, R.W. Beck