

**For City of Yakima Use Only:**

Contract No. 2011-085 \_\_\_\_\_  
Project No. AC2335 \_\_\_\_\_  
Resolution No. R-2011-154 \_\_\_\_\_  
SOQ No. \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES**

**ADDENDUM NO. 7**

This Addendum, hereinafter identified as Addendum No. 7, is hereby entered into and made a part of the Agreement between City of Yakima, Washington, and Golder Associates, Inc., for Professional Services first entered into on the 9th day of April, 2010, by the CITY OF YAKIMA, hereinafter called the "CITY," and GOLDER ASSOCIATES, INC., (now GOLDER ASSOCIATES USA, INC or WSP USA INC) hereinafter called the "ENGINEER."

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree to amend, revise, and/or add the following to the referenced Agreement:

**SECTION 2 - SCOPE OF SERVICES**

2.1 Basic Services: In addition to the duties set forth in the underlying agreement, ENGINEER agrees to perform additional work tasks described in the attached **Addendum No. 7 Exhibit A: Construction Support Services for the City of Yakima Water Intake Project (Project).**

**SECTION 5 - COMPENSATION**

5.1 **COMPENSATION ON A TIME SPENT BASIS AT SPECIFIC HOURLY RATES:** For the services described in the attached **Addendum No. 7 Exhibit A**, compensation shall be on a time spent plus expenses basis at the ENGINEER's normal hourly billing rates shown on **Exhibit B**, attached to this agreement.

IN WITNESS WHEREOF the parties hereto duly enter into and execute this Addendum No. 7, as of this day of \_\_\_\_\_, 2022.

Other than specific amendments stated herein, all other terms, conditions and requirements of the underlying contract shall remain in full force and effect throughout the term of the underlying contract.

**CITY OF YAKIMA**

**GOLDER ASSOCIATES USA, INC. (WSP)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Printed Name: Robert Harrison

Printed Name: Scott Stoneman

Title: City Manager

Title: Director, Civil/Water Engineer

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

Date: 6/1/2022

Attest \_\_\_\_\_  
Sonya Claar Tee, City Clerk

City Contract No. 2011-85

Resolution No. R-2011-154

**ADDENDUM NO. 7**

**EXHIBIT A**

**CITY OF YAKIMA – NACHES RIVER HYDROTECHNICAL ENGINEERING SUPPORT  
FOR THE WATER TREATMENT PLANT INTAKE**

**SCOPE OF WORK**

During the term of this AGREEMENT, the ENGINEER shall perform professional services in connection with the following project:

A scope of work is presented here to complete Construction Support Services for the City of Yakima Water Intake Project (Project):

The initial project tasks addressing Data Review (Task 1), Site Reconnaissance (Task 2), and Reporting (Task 3) for the first phase of work have been completed, as indicated below. Meetings and Final Design tasks (4 and 5, respectively) are on-going. Development of hydraulic models, which includes data review and model development for a new intake structure and floodplain stabilization structures and reporting (Tasks 6 through 8) have been similarly completed. The Permitting and Additional Permitting Support work (Task 9 and 11) have been completed. Task 10 Design Modifications and Construction Support budget was utilized for past final permitting and design efforts. The new Task 12 Construction Support Services is addressed in this addendum:

**Task 1 – Data Review (COMPLETE)**

**Task 2 – Site Reconnaissance (COMPLETE)**

**Task 3 – Reporting (COMPLETE)**

**Task 4 – Meetings (COMPLETE)**

**Task 5 – Final Design (COMPELTE)**

**Task 6 – Develop 1D HEC-RAS Model (COMPLETE)**

**Task 7 – Develop 2D TUFLOW Model (COMPLETE)**

**Task 8 – Hydraulics Technical Memorandum (COMPLETE)**

**Task 9 – Permitting Support (COMPLETE)**

**Task 10 – Design Modifications and Construction Support (COMPLETE)**

**Task 11 – Additional Permitting Support (COMPLETE)**

**Task 12 – Construction Support Services (NEW)**

Detailed descriptions of the services are provided as follows:

**Task 12 – Construction Support Services**

**Description:** ENGINEER will support the CITY with construction support services as described within the following subtasks 12a through 12c below.

**Assumptions:**

- Construction will be 106 working days.
- Construction is assumed to be 5, 8-hour days a week. No night or weekend work is allocated for in this estimate.
- No materials testing is anticipated.

- No efforts and/or costs are included in this proposal to accommodate discovery, testing, and/or disposal of hazardous materials from the site.
- No buy America, training, DBE or other federal compliance requirements

**Deliverables:** As described in subsequent tasks.

**Schedule:** Final schedule to be coordinated with the CITY, ENGINEER and the contractor. Anticipated start June 1, 2022 through project completion in 2022. A working schedule will be initiated prior to start of the work, and then updated and revised as additional and/or new information is developed.

### **Task 12a – Construction Support Management**

**Description:** Construction Support Management will be provided by the ENGINEER to support the project field staffing needs and the CITY as described below.

#### **Assumptions:**

- The ENGINEER will provide Construction Support Management that will include project management and construction management. Management will be primarily completed by a junior construction manager supported by a senior construction manager and the project manager. They will be responsible for supervising project inspection, addressing field questions and correspondence not covered by on-site construction inspector. They will coordinate with the project design team for reviews and/or special inspections.
- The Construction Manager will hold weekly construction meetings with the CITY, contractor, subcontractors, and ENGINEER (project manager, construction manager, field inspector).
- The Construction Manager will be the main point of contact for the contractor and will receive all submittals and lead response to all request for information's (RFI's).
- The Construction Manager will oversee the materials documentation filing system including the project Record of Materials (ROM) that will be provided updated during the weekly construction meeting. They will produce monthly progress payments including all backup information to support payment, with the support of the inspector.
- The Construction Manager will review submittals, RFI's and CO's and route to Project Manager (engineer of record) or the CITY as required. Change orders (CO's), including all backup information and independent estimate will be provided (ASSUME 30 submittals, 10 RFI's, and 1 CO's).
- The ENGINEER will conduct an initial safety analysis, including potential job site safety hazards for WSP site personnel. Review the contractor's Health and Safety Plan and ensure all WSP staff is aware of the safety plans.
- The Project Manager and/or Construction Manager will travel to the job site once a month.

#### **Deliverables:**

- Monthly invoices and progress reports for work performed.

**Schedule:** Provided for the project duration as described in Task 12.

Cost: \$73,400.

## **Task 12b – Construction Field Inspection Support**

**Description:** The inspector will be the on-site presence for the CITY as described below.

### **Assumptions:**

- The ENGINEER will provide environmental, construction monitoring and reporting services. Complete Inspectors Daily Reports recording site activities, contractor and subcontractor workforce, materials delivered, bid items worked on, conversations with the Contractor, and record of daily traffic control operations.
- The field Inspector will complete field note records for bid item payment. Review items for payment have complete documentation prior to payment. This includes materials documentation, such as RAMs, certs, samples, and approved for tags or other. For QPL items, check that approval code action is completed.
- The ENGINEER will provide iPads with the construction management software “Headlight” for field staff to record daily activities and uploading information to a common web-based storage system. The system will be accessible to the CITY to review field staff’s observations in real time upon request.
- The field Inspector will take preconstruction photographs and periodic photo records during construction. They will be responsible for testing turbidity up and downstream of the project site and confirm contractor compliance with permit. Field Inspector with support of Construction Manager will review compliance by contractor with project specifications. Daily report will be submitted by the start of the following work day.
- On-site inspections will be provided for 106 working days and up to an additional 10 days not counted as working days for a total of 116 days to address unforeseen delays or additional working days.

### **Deliverables:**

- Field Inspector Daily Reports
- Project photos
- Paynotes

**Schedule:** As described in Task 12 assumptions.

**Cost:** \$164,000.

## **Task 12c – Project Closeout**

**Description:** Complete project closeout documentation as described below.

### **Assumptions:**

- The ENGINEER will prepare and track final punch list, take post-construction photos, review final progress payment, and compile all documentation for the CITY within a single deliverable.
- Additional support includes assisting the CITY and their subcontracted surveyor with any development or revision of the easement agreement with the DNR (assumes 3 days of Project Manager support).

- Assistance with any final permitting needs with updating the Adaptive Management Plan with the WDFW per the HPA (assumes 3 days of Project Manager support).

**Deliverables:**

- Single Final Construction deliverable of all project documentation

**Schedule:** As described in task 12.

**Cost:** \$24,800.

**BUDGET SUMMARY**

A subtask breakdown of costs and a total task cost is presented table below.

Table 1: Budget Summary

<b>Task</b>	<b>Budget</b>
Task 12a – Construction Support Management	\$73,400
Task 12b – Construction Field Inspection Support	\$164,000
Task 12c – Project Closeout	\$24,800
<b>Total</b>	<b>\$262,200</b>

**ADDENDUM NO. 7**

**EXHIBIT B**

# WSP USA Earth & Environment

## 2022 Commercial Rate Schedule

Invoices from Golder include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

Grade	Standard
A-05	\$61
A-06	\$80
A-07	\$103
A-08	\$118
A-09	\$138
LD-1	\$86
LD-2	\$101
LD-3	\$118
LD-4	\$138
P-07	\$101
P-08	\$118
P-09	\$141
P-10	\$164
P-11	\$182
P-12	\$215
P-13	\$259
P-14	\$270

Grade	Standard
PA-1	\$141
T-05	\$69
T-06	\$86
T-07	\$101
T-08	\$118
T-09	\$138
T-10	\$160
T-11	\$180
X-07	\$101
X-08	\$120
X-09	\$142
X-10	\$173
X-11	\$184
X-12	\$220
X-13	\$259
X-14	\$270
X-15	\$280

1 A 10% carrying charge will be added to all other disbursements including materials, subcontractor costs, drilling and/or excavation services, and the use of external laboratory services.

2 Rates for specialist services, including, but not limited to litigation support and expert witness services, including time spent in depositions and in preparation of presentations, and testimony; and/or senior level consultation; and priority emergency level services are available upon request.

3 Rates for laboratory services and use of equipment owned by Golder Associates will be provided upon request.

4 The rates and charges listed above exclude applicable local and federal taxes. Taxes will appear as separate line items on each invoice.

5 The rates noted herein