


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2020

AGENDA ITEM:	
Supplement Agreement No. 1 with J.A. Brennan re Olympic View Park	
PREPARED BY:	DIRECTOR APPROVAL: 
Adam Benton, Project Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Supplemental Agreement No. 1	
BUDGET CODE:	AMOUNT:
31000076.563000, P1801	\$34,986.00
SUMMARY:	
<p>The City contracted with J.A. Brennan on December 18, 2018 to provide the City with design services for the Olympic View Park project. Consideration to award the project is schedule for the July 13, 2020 Council meeting.</p> <p>Construction will commence soon after award. While construction of the project will be managed and inspected by in-house staff, retaining the design consultant to provide services during construction is often necessary in order to address questions or issues as they arise.</p> <p>The attached Supplement No. 1 to the City's agreement with J.A. Brennan includes additional scope and fee to assist the City with construction support services and record drawings. This supplement also extends the term of the original contract to March 31, 2021.</p>	
RECOMMENDED ACTION:	
Staff recommends that Council authorize the Mayor to sign and execute the Supplemental Agreement No. 1 to the Professional Services Agreement with J.A. Brennan in the amount of \$34,986.00 and extend the terms of the contract to March 31, 2021.	
RECOMMENDED MOTION:	
I move to authorize the Mayor to sign and execute the supplemental agreement.	

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND J.A. BRENNAN ASSOCIATES, PLLC**

THIS SUPPLEMENTAL AGREEMENT NO. 1 (“Supplemental Agreement No. 1”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and J.A. Brennan Associates, PLLC, a professional limited liability corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for architectural and engineering design services associated with the Olypmic View Park project (the “Original Agreement”), said Original Agreement being dated December 18, 2018; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for additional services associated with construction management and record drawings and to provide compensation therefore;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES”, shall be replaced by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No. 1, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight **March 31, 2021**.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of **\$34,986.00** and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed **\$275,910.70** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$240,924.70
Supplemental Agreement No.1	\$34,986.00
Grand Total	\$275,910.70

4. Each and every provision of the Original Agreement for Professional Services dated December 18, 2018, shall remain in full force and effect, except as modified herein.

DATED this _____ day of _____, 2020.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 2020.

J.A. BRENNAN ASSOCIATES, PLLC

By _____
Jim Brennan
Its: Principal

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

Exhibit A

June 30, 2020

Supplement #1 - Scope of Work

City of Marysville

Olympic View Park – Construction Administration Support Services

I. Project Description

This is a supplement to the Olympic View Park community park project and will be to provide construction support and preparation of record drawings for this project. The construction elements include an access road, parking area, utilities, stormwater treatment, a restroom, small picnic shelter, interpretative signs, trails, play features, landscaping and retaining walls.

J.A. Brennan Associates (JAB) will manage the team and will provide construction support related to landscape architecture. The JAB consultant team includes Herrera Environmental Consultants (Herrera) for civil engineering, Stantec for electrical engineering, and Aspect Consulting (Aspect) for geotechnical engineering and structural engineering (related to 4' max. height retaining walls).

All work as shown on the plans and specification prepared by the J.A. Brennan Associates team. It is anticipated that the project will be bid with the current plans and specifications except for changes specified in addenda.

See Exhibit B spreadsheet for subtasks, deliverables, and associated hours and fee for each of the consultant team members.

II. Consultant Team Roles

- **J.A. Brennan Associates | Landscape Architects and Planners:** Project management and construction support related to all landscape architectural elements of the project.
- **Herrera| Civil Engineers:** construction support services related to stormwater, drainage and ROW improvements, and vehicular paving.
- **Stantec| Electrical Engineers:** construction support services related to electrical engineering.
- **Aspect Consulting, LLC | Geotechnical Engineers:** construction monitoring services; reviewing field/inspection reports; responding to contractor's geotechnical inquiries, RFI's, submittals, and field/testing inspection reports; verify subgrade for foundations and provide recommendations related to geotechnical issues that come up during construction.

III. Tasks

Task A – Administration/ Coordination

- A. Administration tasks include meeting coordination, scheduling, contract administration, and sub-consultant administration costs and expenses.
- B. Provide coordination with design team and client.

Task B – Construction Support

- A. List of Meetings: See fee matrix (Exhibit B)
- B. We assume the City of Marysville will lead construction management. J.A. Brennan will support construction management by reviewing and responding to submittals, requests for information (RFI), providing back-up documentation for the City's issuance of modification proposals/change orders, attending a pre-construction meeting and a limited number of site progress meetings, attending a review with the City prior to Substantial Completion to support the City's compilation of a punch list, and reviewing completed construction to ensure "punch list" items have been corrected prior to Final Acceptance.
- C. One final onsite inspection.
- D. Answer contractor's questions (RFI's) and provide change order support (up to 16 hours in-office time.)
- E. JAB will review and respond to up to 6 submittals, within the budget allocated.
- F. Prepare electronic media record drawings incorporating contractor's red-lined plan "as-builts."
- G. Herrera Scope:
 - 1. Attend one pre-construction meeting online.
 - 2. Answer contractor's questions (RFI's) and provide change order support (up to 8 hours in-office time.)
 - 3. Attend up to four (4) progress review/construction monitoring site visits.
 - 4. Provide one final inspection and as-built documents.
- H. Stantec Scope:
 - 1. Provide review of submittals, RFI responses, and preparation of change orders.
 - 2. Attend up to two (2) progress review/construction monitoring site visits.
 - 3. Provide one punch list inspection and close out documents.

I. Aspect Consulting, LLC, Scope:

1. See Aspect Consulting, LLC, Proposal for Services Attachment C.

IV. Assumptions

This scope of work and the resulting maximum amount payable is based on the following assumptions as required for the construction of the project.

A. Scope Assumptions Regarding City Responsibilities

1. The City of Marysville Public Works will lead all construction administration and day to day construction review for the project.
2. The City will prepare a punch list prior to Substantial Completion with JAB and Herrera input at time of walk through.

B. J.A. Brennan Scope Assumptions

1. J.A. Brennan does not provide contaminated soils remediation services. No contaminated soils are anticipated on site.
2. Construction support will be limited to the hours indicated in the attached fee matrix.
3. Others will provide wetland buffer and/or biological monitoring if required.
4. Monitoring of contaminated soils, water, or groundwater will be by others if required.
5. Digital photos will be provided to document site conditions and construction progress.
6. The specific date and time of the four J. A. Brennan on-site visits will be scheduled by J. A. Brennan and the general site work contractor as requested by the City. One of these site visits will be conducted prior to Substantial Completion to aid the City's development of a punch list.
7. Design revisions to the approved permit drawings is not part of the landscape architectural scope but can be provided as an additional service if required.

C. Herrera Scope Assumptions

1. As-built survey will be provided by City of Marysville for the elements within the ROW and for the drainage, if required.
2. The specific date and time of four Herrera on-site visits will be scheduled by J. A. Brennan or the general site work contractor, upon City request.
3. Design revisions to the approved permit drawings is not part of the civil scope but can be provided as an additional service if required.

D. Stantec Scope Assumptions

1. The specific date and time of two Stantec on-site visits will be scheduled by J. A. Brennan or the general site work contractor.
2. Design revisions to the approved permit drawings is not part of the electrical scope but can be provided as an additional service if required.

E. Aspect Scope Assumptions

1. See Aspect Consulting, LLC, Proposal for Services Attachment C.

Olympic View Park | City of Marysville Exhibit B 6/30/2020
Landscape Architect: J.A. Brennan Associates, PLLC | Construction Support Fee

WORK ITEM Rate	DESCRIPTION	JB PM \$195.00	TW SrPLA \$145.00	CO Designer \$110.00	CM Designer \$93.00	SY/VS Admin \$105.00	Total JAB Hours	Total JAB Labor	Total JAB Expenses	Total JAB (incl. markup)	Sub. Aspect Geo-tech	Sub. Herrera Civil	Sub. Stantec Electrical	Total Sub.	Markup Total	Grand Total
Olympic View Park Construction Support																
A Administration/ Coordination																
1	Correspondence, meeting coordination, scheduling	2	4			2	8	\$1,180		\$1,180				\$0	\$0	\$1,180
2	Invoice preparation	2				4	6	\$810		\$810				\$0	\$0	\$810
	Subtotal	4	4	0	0	6	14	\$1,990	\$0	\$1,990		\$0	\$0	\$0	\$0	\$1,990
B Construction Support																
1	Pre-Construction kick-off meeting (1) (Herrera online)		4				4	\$580	\$200	\$815		\$352		\$352	\$35	\$1,167
2	RFI & Change orders		8		8		16	\$1,904		\$2,125		\$1,409	\$800	\$2,209	\$221	\$4,334
3	Progress meetings (4 JAB) - onsite		16				16	\$2,320	\$300	\$2,620				\$0	\$0	\$2,620
4	Progress meetings (4 Herrera) - onsite						0	\$0	\$300	\$609		\$3,093		\$3,093	\$309	\$3,702
5	Progress meetings (2 Stantec) - onsite						0	\$0	\$300	\$450		\$1,500		\$1,500	\$150	\$1,950
6	Geotechnical site visit (4)						0	\$0		\$600	\$6,000			\$6,000	\$600	\$6,600
7	Geotechnical support-RFI's, submittals & inspection reports						0	\$0		\$290	\$2,900			\$2,900	\$290	\$3,190
8	Submittal review	1	6		4		11	\$1,437		\$1,557		\$704	\$500	\$1,204	\$120	\$2,761
9	Final inspection (1) onsite		5				5	\$725	\$30	\$907		\$773	\$750	\$1,523	\$152	\$2,430
10	As-builts	1	4		12		17	\$1,891	\$200	\$2,286		\$1,554	\$400	\$1,954	\$195	\$4,240
	Subtotal	2	43	0	24	0	69	\$8,857	\$1,330	\$12,261	\$8,900	\$7,885	\$3,950	\$20,735	\$2,074	\$32,996
GRAND TOTAL		6	47	0	24	6	83	10,847	1,330	14,251	8,900	7,885	3,950	20,735	2,074	\$34,986



June 18, 2020

Tanja Wilcox, RLA
J.A. Brennan Associates, PLLC
2701 First Avenue, Suite 510
Seattle, WA 98121

**Re: Proposal for Geotechnical Engineering Services During Construction
(Contract Change #1)**
Olympic View Park
44th Place NE
Marysville, Washington
Project No. 180497

Dear Ms. Wilcox:

Aspect Consulting LLC (Aspect) thanks you for this opportunity to provide this proposal for geotechnical engineering services during construction of the new Olympic View Park (Project) at 44th PL NE, Marysville, Washington (Site). We prepared a geotechnical report for the project dated June 9, 2020. Presented below, we provide our understanding of the project, our proposed approach and scope of work, and cost estimate for your consideration.

Project Understanding

The Project includes the construction of a new park at the Site. Olympic View Park is a new community park on a 7.48-acre property owned by the City of Marysville (City), adjacent to Ebey Waterfront Trail and the Qwuloolt Estuary. The park will provide new shoreline access to Ebey Slough and expand community connection to the existing trail system. The construction elements include an access road, parking areas, a restroom, small picnic shelter, interpretative signs, trails, play area, landscaping, and retaining walls.

Proposed Scope of Work

We will provide on-call geotechnical engineering support during construction, which is anticipated to include in-office and in-the-field support. From the office, we will review and respond to geotechnical-related contractor's RFI's, submittals, and field testing/inspection reports. In the field, we will provide periodic site visits to: observe retaining wall construction; verify subgrade for foundations and provide recommendations related to geotechnical issues that come up during construction. We have assumed that we will provide the following geotechnical engineering reviews and site visits during construction:

- **Retaining walls:** We anticipate review of contractor submittals (wall type, plan for assembling, laboratory and field compaction tests as they become available) and respond to related contractor Requests for Information (RFIs). Our estimate assumes we will conduct up to three site visits for this task to:
 - Verify retaining wall subgrade preparation;
 - Observe the placement of the drainage system; and,



- **Picnic Shelter and Restroom Foundations** – we anticipate review of contractor submittals (leveling pad material type/sources, field and laboratory compaction tests as they become available), and to respond to related contractor RFIs. Our estimate assumes we will conduct up to two site visits for this task to verify restroom and picnic shelter foundation subgrade preparation.

We will submit daily field reports summarizing our observations to J.A. Brennan. We assume that no more than five total part-time site visits will be required through the construction of the new park. After the completion of our last site visit, we will prepare a final letter summarizing the geotechnical special inspections performed and indicate whether the work was completed in general accordance with the approved plans and the geotechnical report, and note any deviations that were recommended for acceptance by the City.

We assume that materials testing, including laboratory and field compaction testing of soil, aggregate and pavement, will be conducted by an independent, accredited laboratory hired by the contractor and that we will have the opportunity to review test results and provide input on testing locations and frequency. If desired, we can coordinate the management of materials testing as an additional service.

Schedule

The extent of our support during construction is directly dependent on the contractor's schedule and sequence of work that is yet to be finalized. Based on our understanding of the project plans and specifications, and our experience with similar projects, we estimate our support will require up to 1 day of in-office support (8 hours) and up to five site visits for the duration of construction. We estimate that each site visit will require up to 2 hours on site, plus travel time, field reporting for each site visit, and senior review of each field report.

Base Budget

We estimate a base budget of **\$10,400** to complete the scope of work described above, billed on a time and materials basis in accordance with the attached Schedule of Charges.

Actual costs may be more or less depending on the contractor's schedule and sequence of construction. Additional requested services, consultations, and meetings will be on a time and materials basis in addition to the base budget. We will seek your approval before exceeding the base budget. We will use a Contract Change Form to request your authorization for any changes to this scope of services. This cost proposal is valid for 90 days unless extended in writing by Aspect Consulting.

Exclusions

The above scope and budget do NOT include materials testing, construction administration or construction management.

Closure

Aspect Consulting's services will be provided in accordance with the Terms and Conditions of the agreement between Aspect Consulting (Aspect) and J.A. Brennan Associates, PLLC (Client) dated December 18, 2018, and the attached Schedule of Charges. Your signature below represents

J.A. Brennan Associates, PLLC
June 18, 2020

Project No. 180497

acceptance of this Agreement, and provides written authorization to proceed. Please return one signed copy of this Agreement to Aspect Consulting, and retain a signed copy for your records.

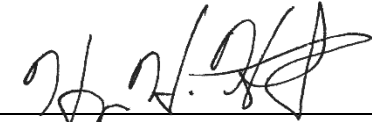
In closing, we again thank you for the opportunity to present this proposal. Please contact either of the undersigned if you have any questions or to discuss any changes to our proposed scope of work.

Sincerely,

Aspect consulting, LLC



Elson T. Barnett, LEG
Senior Engineering Geologist
ebarnett@aspectconsulting.com



Henry H. Haselton, PE
Principal Geotechnical Engineer
hhaselton@aspectconsulting.com

Client Representative

Date

Attachments: Schedule of Charges

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SCHEDULE OF CHARGES

Effective January 2020

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

PERSONNEL CHARGES: ENGINEERS, SCIENTISTS, AND ANALYSTS	Hourly Rate
<i>Principals and Associates</i>	
Principal Scientist/Engineer/Analyst 2	\$263
Principal Scientist/Engineer/Analyst 1	\$249
Sr. Associate Scientist/Engineer/Analyst	\$230
Associate Scientist/Engineer/Analyst	\$215
<i>Technical Professionals</i>	
Senior Scientist/Engineer/Analyst 3	\$215
Senior Scientist/Engineer/Analyst 2	\$202
Senior Scientist/Engineer/Analyst 1	\$188
Project Scientist/Engineer/Analyst 3	\$173
Project Scientist/Engineer/Analyst 2	\$160
Project Scientist/Engineer/Analyst 1	\$150
Staff Scientist/Engineer/Analyst 3	\$138
Staff Scientist/Engineer/Analyst 2	\$125
Staff Scientist/Engineer/Analyst 1	\$116

PERSONNEL CHARGES: TECHNICAL AND PROJECT SUPPORT STAFF	Hourly Rate
<i>Field/Construction Staff</i>	
Field/Construction Supervisor	\$128
Field Technician 2	\$104
Field Technician 1	\$97
<i>Design, CAD, and Graphics Staff</i>	
Engineering Designer	\$150
Sr. CAD Technician/Specialist	\$135
CAD Technician	\$119
<i>Technical Editing and Project Operations</i>	
Sr. Technical Editor	\$120
Technical Editor / Project Coordinator 3	\$109
Project Coordinator 2	\$101
Project Coordinator 1	\$96

PERSONNEL CHARGES: TECHNOLOGY AND SOFTWARE DEVELOPMENT	Hourly Rate
Sr. Technology Project Manager	\$224
Technology Project Manager	\$208
Senior Software/Database Architect/ Developer	\$213
Software/Database Architect/ Developer	\$187

OTHER DISBURSEMENT CHARGES	
Legal Testimony (4-hour minimum)	\$350/hr
Mileage	Federal Gov Rate Plus 15%
Subcontractors and Miscellaneous Expenses	Cost Plus 15%
Other equipment, rentals, and expenses will be provided on a per job basis.	

Client acknowledges that Aspect will adjust the Schedule of Charges annually, and that the Agreement will remain valid for any and all annually adjusted Schedule of Charges.