

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: February 8, 2021**

<b>AGENDA ITEM:</b>	
Supplemental Agreement No. 1 w/ Gray and Osborne re Historic Downtown Green Retrofit	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Adam Benton, Project Engineer	<i>KB for KN</i>
<b>DEPARTMENT:</b>	
Public Works / Engineering	
<b>ATTACHMENTS:</b>	
Supplemental Agreement No. 1	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40250594.5630000, D1803	\$34,500.00
<b>SUMMARY:</b>	

The City contracted with Gray and Osborne, Inc. on May 14, 2019, to provide design and engineering services for the Historic Downtown Green Retrofit project. The original professional services agreement for this project included scope and fee to take the design to 90% plans and specifications. This supplement will provide additional scope and fee to finalize the design and ultimately prepare bid documents.

The City has secured grant funding, through the Department of Ecology, for construction of the proposed improvements on Cedar Avenue from 1<sup>st</sup> Street to 4<sup>th</sup> Street and 2<sup>nd</sup> Street from 47<sup>th</sup> Ave NE to State Avenue. Construction of the low impact development (LID) Improvements for Cedar Avenue is anticipated for summer of this year, while construction of the LID Improvement for 2<sup>nd</sup> Street are planned for the summer of 2022. 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.

The attached Supplement No. 1 to the City’s agreement with Gray and Osborne includes additional scope and fee to prepare 100% plans and specifications, prepare bid documents, provide bid support, provide limited construction support services and prepare record drawings. This supplement also extends the term of the original contract to June 30, 2023.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute the Supplemental Agreement No. 1 to the Professional Services Agreement with Gray and Osborne, in the amount of \$34,500.00.
<b>RECOMMENDED MOTION:</b> 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 GRAY AND OSBORNE, INC.**

**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 Gray and Osborne, Inc., a corporation licensed to do business in Washington State, organized under the laws of the state of Washington, located and doing business at 1130 Rainier Avenue South, Suite 300, Seattle, WA 98144 (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for design and engineering services, up to 90% plans and specifications, associated with proposed Low Impact Development improvements on 2<sup>nd</sup> Street and Cedar Avenue (the “Original Agreement”), said Original Agreement being dated May 14, 2019; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for the development of 100% plans and specifications, bid documents, bid support, limited construction support 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 June 30, 2023.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$34,500.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$279,115.00 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	\$244,615.00
Supplemental Agreement No.1	\$34,500.00
Grand Total	\$279,115.00

4. Each and every provision of the Original Agreement for Professional Services dated May 14, 2019, shall remain in full force and effect, except as modified herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF MARYSVILLE

By \_\_\_\_\_  
Jon Nehring, Mayor

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

GRAY AND OSBORNE, INC,

By \_\_\_\_\_  
Michael Johnson  
Its: President

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

# EXHIBIT A

## SCOPE OF WORK

### CITY OF MARYSVILLE HISTORIC DOWNTOWN GREEN RETROFIT – AMENDMENT 1

In May 2019, Gray & Osborne was contracted to prepare 90 percent design level plans, specifications, and estimates (PS&E) for the City’s Historic Downtown Green Retrofit project which is providing utility, street, and low impact development (LID) improvements along both 2<sup>nd</sup> Street and Cedar Avenue. In January 2021, Gray & Osborne completed and submitted the 90 percent PS&E package to the City for review. Concurrent with the design work, the City has secured additional grant funding from the Department of Ecology to complete the final (100 percent) project PS&E documents and construct the project. The City of Marysville has now requested that Gray & Osborne complete the project documents, provide assistance during the bid process, provide in-office support to City staff during construction, and prepare record drawings. The current schedule is to bid, award, and construct Cedar Avenue in 2021 while 2<sup>nd</sup> Street will be constructed in 2022.

Our scope for this additional work is provided below.

#### DESIGN

##### **Task 1 – Additional Project Management and Oversight**

Objective: Continue to provide overall project management and oversight of the project work.

- A. Provide overall project management and oversight services to include:
  - Ensure sufficient staff resources are dedicated to the project.
  - Continue to manage and control project budget and schedule.
  - Continue to manage and provide monthly progress reports and invoices.

##### **Task 2 – Complete Design Plans, Specifications, and Cost Estimates (100 percent)**

Objective: Complete final (100 percent) design plans, specifications, and estimates. In order to offset construction impacts in the area, the City has elected to construct these projects separately. As such, there will be separate bid packages for both Cedar Avenue and 2<sup>nd</sup> Street.

### Subtask 2.1 – Plans, Specifications, and Estimates

- A. Revise existing 90 percent level plans, specifications, and cost estimates for both Cedar Avenue and 2<sup>nd</sup> Street to incorporate the City’s latest comments and minor details.

### **Task 3 – Quality Assurance/Quality Control**

Objective: Oversee one in-house quality assurance/quality control (QA/QC) meeting at Gray & Osborne’s office for each of the final design documents for Cedar Avenue and 2<sup>nd</sup> Street. These meetings will include senior project staff, selected design team members, and City staff (as required and/or desired).

- A. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

### **Task 4 – Bid Support**

Objective: Assist the City during the bid phase.

- A. Support City staff to answer bid inquiries during the bid phase.
- B. Support City staff to prepare any bid addenda as may be required.

### **Task 5 – In-Office Support Services During Construction**

Objective: Provide in-office support to address and respond to contractors and City staff questions and concerns during construction.

- A. Provide in-office support as necessary to respond to contractor’s and City’s questions during construction including questions related to submittal review.
- B. Prepare drawings/exhibits as required to clarify design/construction issues.

### **Task 6 – Record Drawings**

Objective: Prepare record drawings based on the markups provided by the contractor and/or City once construction has been completed.

### **BUDGET**

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs,

and net fee, is set forth in the attached Exhibit A. This amount will not be exceeded without prior written authorization of the City.

## **DELIVERABLES**

At the conclusion of the final design efforts for Cedar Avenue and again at the conclusion of 2<sup>nd</sup> Street, Gray & Osborne will deliver the following documents for each street segment to the City:

1. Four copies of final full-size (22" x 34") plans
2. Four copies of the final project specifications and cost estimate
3. One electronic set of final construction drawings (PDF and CAD)
4. One electronic set of final project specifications (PDF and Word)
5. One electronic set of record drawings (PDF and CAD)

## **PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES**

This scope of work and the resulting maximum amount payable are based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely review of all submittals.
2. This scope of work is based on the 90 percent plan set prepared in December 2020. It assumes the City will provide redline markups of this plan set in a timely manner.
3. This scope of work assumes no further effort with permits will be necessary from Gray & Osborne.
4. This scope of work assumes that the City will agree to appear as "Applicant" on all permits, will function as lead agency for the environmental documentation process, and will pay all costs or fees associated with the various permits that may be required.
5. This scope of work assumes that the City will provide day-to-day construction administration and inspection of the project.

6. This scope of work assumes that the City will submit documents to the Department of Ecology, respond to any specific questions (Gray & Osborne will assist the City as needed), and coordinate all approvals.
7. The City will provide “redline” drawings of the as-built condition for each street location. This information will be used in the preparation of the record drawings.

**EXHIBIT A - (Continued)**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

*City of Marysville - Historic Downtown Green Retrofit - Amendment 1*

<b>Tasks</b>	<b>Principal Hours</b>	<b>Project Engineer Hours</b>	<b>Civil Engineer Hours</b>	<b>AutoCAD/ GIS Tech./ Eng. Intern Hours</b>
1 Additional Project Management and Oversight	4			
2 Complete Design Plans, Specifications, and Cost Estimates (100%)		108	68	32
3 Quality Assurance/Quality Control	4	4	4	
4 Bid Support		8		
5 In-Office Support Services During Construction		24		
6 Record Drawings		2		8
Hour Estimate:	8	146	72	40
Fully Burdened Billing Rate Range:*	\$138 to \$205	\$119 to \$148	\$93 to \$135	\$50 to \$134
Estimated Fully Burdened Billing Rate:*	\$160	\$140	\$120	\$100
Fully Burdened Labor Cost:	\$1,280	\$20,440	\$8,640	\$4,000

Total Fully Burdened Labor Cost: \$ 34,360

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate) \$ 40

Printing \$ 100

**TOTAL ESTIMATED COST: \$ 34,500**

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.