

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27th, 2021

AGENDA ITEM:	
Marysville Civic Center Supplemental Tower TI Agreement & Funding Allocation	
PREPARED BY:	DIRECTOR APPROVAL:
Bryan Milligan	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
Supplemental Agreement No. 1	
BUDGET CODE:	AMOUNT:
	\$8,942,019.26
SUMMARY:	

This supplemental agreement will encompass all major aspects to complete the 37,239 square foot four story shelled-in City Hall portion of the ongoing Civic Center project. This agreement will include all interior structural and non-structural framing, electrical, mechanical, plumbing and all interior finishes over the four levels. The City Hall portion of the Civic Center will house our Executive, Legal, Human Resources, Finance, Information Services, Public Works Engineering, Community Development and Utility Billing Departments. This build out will complete the vision of the one stop shop for downtown Marysville by bringing all the customer orientated staff to a single location. It will also house an updated server room, communication rooms, Council Chambers & Workroom, as well as a secondary Emergency Operations Center for Marysville. This new contract would have +/- 4 months of overlap with the current phase of construction. We feel the direct continuation of work by all trades will result in the best possible conclusion of the overall project.

Included in the supplemental funding amount are costs for all associated permits to complete the TI project, development of the Delta Civic Plaza to the full extents of its design and the COVID-19 Impact Costs for the first phase of Construction. The plaza expansion will connect the new Civic Center to Comeford Park and create a community space that will lend itself to a vast array of event opportunities. The COVID-19 impact costs stem from the Contractors compliance with the Governor's mandates that resulted in new regulations on the project that were not able to be anticipated at time of bidding. This satisfies all claims for cost recovery for the time period starting March 16, 2020 and ending June 30th, 2021.

(See Attached)

Tower TI Agreement:	\$ 7,014,140.00
Sales Tax @ 9.3%	\$ 652,315.02
Management Reserve @ 5%	\$ 383,322.75
Delta Civic Plaza Full Expansion	\$ 642,241.49
COVID-19 Impact Costs	<u>\$ 250,000.00</u>
Total Allocation	\$ 8,942,019.26

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Marysville Civic Center Supplemental Agreement with Lydig Construction, Inc. in the amount of \$7,666,455.02 including Washington State Sales Tax and a management reserve of \$383,322.75. The supplemental Agreement includes an amendment to cover the full development of the Delta Civic Plaza and COVID-19 cost to be paid as a change order to ongoing MCC contract 18-1051 for a total allocation of \$8,942,019.26

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the Marysville Civic Center Supplemental Agreement for \$8,942,019.26.

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PUBLIC WORKS CONTRACT BETWEEN
CITY OF MARYSVILLE
AND LYDIG CONSTRUCTION, 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 Lydig Construction, Inc., a Washington corporation (“Contractor”).

WHEREAS, the parties hereto have previously entered into an contract to complete the Marysville Civic Campus Project (the “Original Agreement”), said Original Agreement being dated January 13, 2020; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for tenant improvements 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. The “SCOPE OF SERVICES” in Section I of the Original Agreement, shall be supplemented by Exhibit A-1, attached hereto and by this reference made part of this Supplemental Agreement No. 1, and a part of the Original Agreement. Documents referenced by Exhibit A-1 are also made part of this Supplemental Agreement No. 1 and the Original Agreement.

2. Section II of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement in regard to the tenant improvements identified in Exhibit A-1 so that 154 days are added to the deadline for substantial completion of the entire project. The deadline for substantial completion of the Public Safety and Jail portion of the project remains as set forth in the Original Agreement with occupancy of those portions expected prior to the tenant improvements being completed on the remainder of the project.

3. Section III of the Original Agreement, “COMPENSATION AND METHOD OF PAYMENT”, is amended to include the additional Contractor fee of \$7,014,140.00 (Seven Million, Fourteen Thousand, One Hundred Forty Dollars), excluding Washington State Sales Tax, and shall read as follows: “The lump sum/total itemized amount of the Contract is fifty five million, three hundred ten thousand, three hundred twenty five dollars and two cents (\$55,310,325.02) including Washington State Sales Tax.” The additional Contractor fee is based on the proposal/bid submitted by the Contractor dated September 10, 2021.

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

Original Agreement	\$47,643,870.00
Supplemental Agreement No.1	\$7,014,140.00 (7,666,455.02 w/tax)

Grand Total

\$ 55,310,325.02

4. Section 16.1 “CONTRACTOR’S RESPONSIBILITY FOR SAFETY” of the Construction Agreement Between Owner and Contractor, is amended to read: “Contractor shall at all times be responsible for all aspects of safety in connection with the Work, including initiating, maintaining and supervising all safety precautions and programs, including establishing and enforcing access restrictions such as exclusion zones required by applicable health and safety regulations, including COVID-related health and safety regulations. Such responsibility for safety includes, without limitation, the obligations set forth in the remainder of this Article 16. Contractor shall at all times perform the Work, or ensure that it is performed, in a manner to avoid the risk of bodily injury to persons or risk of damage to any property. Contractor shall promptly take all precautions which are necessary and adequate against any conditions that involve a risk of bodily harm to persons or a risk of damage to any property. Contractor shall continuously inspect all Work, materials and equipment to discover and determine the existence of any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.

5. Contractor will secure bonding for the additional contract amount as required by section IV. BONDING AND RETAINAGE of the Original Agreement.

6. Each and every provision of the Original Agreement dated January 13, 2020, 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.

LYDIG CONSTRUCTION, INC.

By _____
[Name]
Its: [Title]

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A – 1

SUPPLEMENTAL AGREEMENT NO. 1



September 10, 2021

Mr. Bryan Milligan
80 Columbia Ave
Marysville, WA 98270

RE: Marysville Civic Center – Tenant Improvement Pricing

Dear Bryan,

Lydig Construction, Inc. is pleased to submit the attached Proposal for the Marysville Civic Center Tenant Improvements in Marysville, WA for the amount of **Seven Million, Fourteen Thousand, One Hundred Forty Dollars (\$7,014,140.00), excluding Washington State Sales Tax.**

The following information provides information and additional details for our estimate.

DOCUMENTS:

- Bid Set Drawings by BNH Architects, dated 8/6/2021
- Division 3-28 Specifications by BNH Architects, transmitted on 8/16/2021
- Addendum #1 by BNH Architects, dated 8/20/2021
- Addendum #2REV by BNH Architects, dated 8/27/2021
- Addendum #3 by BNH Architects, dated 9/1/2021

CLARIFICATIONS & ASSUMPTIONS:

General Conditions

- Project duration is based on a 9-month construction schedule with a notice to proceed on September 22, 2021.
- Project construction will overlap by approximately by 4 months with the ongoing Civic Center work, which generates efficiencies with current general conditions.
- Pricing assumes parking lots will be utilized for laydown area as well as existing trailer lot will remain for use during this project duration.

Architectural & Structural

- We did not include any markerboards and tackboards
- Signage is assumed to be by Owner per original Civic Center scope of work
- Steel joist analysis work will not begin until NTP is received
- Alternate products/substitution requests:
 - 083300 - Coiling Fire & Smoke Rated Doors (Wayne Dalton in lieu of specified McKeon)

Mechanical, Electrical, Fire Protection, Security Electronics

- Based on the request from the City of Marysville, we solicited competitive bids from 3 electrical subcontractors. The following are the bid results:
 - Ewing Electric \$1,454,000.00
 - D&S Electrical \$1,695,600.00
 - Milne \$1,722,700.00
- We have included the costs from Ewing Electric within this proposal. We would anticipate similar results if other scopes were competitively bid out. Onsite subcontractors are able to provide less mobilization and start up costs, thus generating cost efficiencies for this tenant improvement scope.

Exclusions:

- Washington State Sales Tax
- Building permits and fees
- All Public Utility charges and fees
- Temporary power and water consumption fees
- Special or 3rd Party inspections
- 122413 - Roller Shades & Window Treatments
- Connection fees and assessments (paid for by the Owner)
- Builder's Risk Insurance (Provided by the Owner)
- OFOI furniture, cubicles, desks, chairs, etc.
- Residential and commercial appliances
- Site work
- FFE items

Lydig Construction, Inc. would like to thank you for the opportunity to work with the City of Marysville on this project. We feel that our expertise and capabilities will ensure an efficient and successful project, while continuing our efforts on the current Civic Center project. If you have any questions, please feel free to call.

Sincerely,



Kevin McCarry
Senior Project Manager

Cc: Melody Cross, Andrew Johnson, Tim Casad

Attachments:

Marysville Civic Center TI Pricing Breakdown
All Subcontractor Proposals and Breakdowns
Marysville Civic Center TI CPM Schedule

Total SF
33,301

PRICING BREAKDOWN		PROJECT COSTS		\$/SF
Division 2 - EXISTING CONDITIONS				
	Lydig Self-Perform - Survey/Control, Demo Work	LCI	\$ 48,103	\$ 1.44
Division 3 - CONCRETE				
	030000 - CIP Concrete - Coring/Patching, Concrete, MEP Pac	w/ above	\$ 22,479	\$ 0.68
	033300 - Sealed Concrete Surfaces	Flooring Solutions	\$ 6,600	\$ 0.20
Division 5 - METALS				
	051200 - Structural Steel Framing	WA Iron Works	\$ 263,744	\$ 7.92
	052100 - Steel Joist Framing	ProSteel	\$ 7,500	\$ 0.23
	Lydig Self-Perform - Steel Counter & Dias Wall Supports	LCI	\$ 17,159	\$ 0.52
	054000 - Cold-Formed Metal Framing	w/ 092216	\$ -	\$ -
Division 6 - WOOD & PLASTICS				
	062000 - Rough Carpentry	LCI	\$ 42,188	\$ 1.27
	064023 - Interior Architectural Woodwork	Genothen	\$ 260,812	\$ 7.83
	066116 - Solid Surface Fabrication	w/ 064023	\$ -	\$ -
Division 7 - THERMAL & MOISTURE PROTECTION				
	071326 - Membrane Roofing Demo & Patch Back	Axiom D7	\$ 24,105	\$ 0.72
	078413 - Penetration Firestopping	w/ Trades	\$ -	\$ -
	079200 - Joint Sealants	LCI	\$ 10,000	\$ 0.30
Division 8 - DOORS & WINDOWS				
	081113 - HM Doors & Frames	Cascade Door	\$ 214,286	\$ 6.43
	081416 - Flush Wood Doors	w/ 081113	\$ -	\$ -
	Lydig Self-Perform - Inventory, Load/Sort, Hoisting	LCI	\$ 6,589	\$ 0.20
	083113 - Access Doors & Frames	LCI	\$ 4,500	\$ 0.14
	083300 - Coiling Fire & Smoke Rated Doors	OH Innovations	\$ 38,264	\$ 1.15
	087100 - Finish Hardware	w/ 081113	\$ -	\$ -
	088000 - Glazing	Seattle Glass	\$ 89,700	\$ 2.69
	088300 - Mirrors	w/ 088000	\$ -	\$ -
Division 9 - FINISHES				
	092216 - Non-Structural Metal Framing	Vanderlip	\$ 793,563	\$ 23.83
	092900 - Gypsum Board	w/ 092216	\$ -	\$ -
	093000 - Tiling	Quality Floors	\$ 113,776	\$ 3.42
	095000 - Wood Grille Ceiling Panels	Acoustical Design	\$ 389,013	\$ 11.68
	095100 - Acoustical Tile Ceilings	w/ 095000	\$ -	\$ -
	096500 - Resilient Flooring	Great Floors	\$ 302,646	\$ 9.09
	096513 - Resilient Base and Accessories	w/ 096500	\$ -	\$ -
	096816 - Carpet	w/ 096500	\$ -	\$ -
	097200 - Wall Coverings	Alba Painting	\$ 77,708	\$ 2.33
	097720 - Fiberglass Reinforced Wall Panels	Alba Painting	\$ 3,300	\$ 0.10
	098300 - Spray On Acoustical Finish Systems	Norkote	\$ 159,763	\$ 4.80
	098433 - Sound Absorbing Wall Units	SnapTex	\$ 6,250	\$ 0.19
	098436 - Sound Absorbing Ceiling Units	w/ 095000	\$ -	\$ -
	098453 - Sound Barrier Mullion Trim Cap	w/ 088000	\$ -	\$ -
	099123 - Interior Painting	Alba Painting	\$ 193,000	\$ 5.80
	099300 - Staining and Transparent Finishing	w/ 064023	\$ -	\$ -
Division 10 - SPECIALTIES				
	Lydig Self-Perform - Installation of Div 10 Supply Items	LCI	\$ 16,615	\$ 0.50
	102100 - Toilet Compartments	Li'I Chief Specialties	\$ 39,043	\$ 1.17
	102600 - Wall Protection	LCI	\$ 12,000	\$ 0.36
	105200 - Fire Protection Specialties	LCI	\$ 4,500	\$ 0.14
	108010 - Toilet and Bath Accessories	w/ 102100	\$ -	\$ -
Division 21				
	210000 - Fire Protection	Fireshield	\$ 130,049	\$ 3.91
Division 22-23				
	220000 - Plumbing	Pipe Construction	\$ 1,229,076	\$ 36.91
	230000 - HVAC	w/ 220000	\$ -	\$ -
Division 26-28				
	260000 - Electrical	Ewing Electric	\$ 1,482,546	\$ 44.52
	270000 - Telecom and AV	w/ 260000	\$ -	\$ -
	280000 - Security Electronics	CML Security	\$ 171,102	\$ 5.14
TOTALS			\$ 6,179,980	\$ 185.58

PROJECT COST OF WORK TOTAL		\$	6,179,980	\$	185.58
Lydig General Conditions		\$	419,700		
SUBTOTAL		\$	6,599,680	\$	198.18
Lydig Fee On Work	4.25%	\$	280,486		
Payment and Performance Bond	0.85%	\$	56,097		
General Liability Insurance	0.71%	\$	46,858		
B&O Tax	0.47%	\$	31,018		
ESTIMATE TOTAL		\$	7,014,140	\$	210.63

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 27th, 2021

AGENDA ITEM:	
Budget Update: Funding for MCC Soft Costs & Associated Small Projects	
PREPARED BY:	DIRECTOR APPROVAL:
Bryan Milligan	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
	\$ 2,619,046.60
SUMMARY:	

In prior budget, the Council approved allocation of funding for soft costs for the Civic Center. Staff is providing additional budget update regarding small projects directly associated with the new Civic Center.

Soft Costs for MCC & TI (Contract specified Owner furnished items & furnishings)	\$ 1,750,000.00
MCC – Tower Rooftop Solar Array - Design & Construction (Anticipated 20 year ROI, 25 year Warranty on materials)	\$ 265,000.00
MCC – Perimeter Fence & Gates	\$ 170,000.00
MCC – Wayfinding Signage Package (Required for Certificate of Occupancy)	\$ 118,000.00
MCC – Facilities Storage Container/s (To house project spec'd Owner Stock items)	\$ 6,200.00
Public Parking Lot at 1405 5 th Street (Improvement costs outside grant eligibility)	\$ <u>87,000.00</u>
Subtotal	\$ 2,396,200.00
Sales Tax @ 9.3%	\$ 222,846.60

RECOMMENDED ACTION:
No action. This is an update only.