

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: January 10, 2022**

<b>AGENDA ITEM:</b>	
Supplemental Agreement No. 1 with J.A. Brennan re Comeford Park & Restroom Design	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Tara Mizell, Director of Parks, Culture and Recreation	
<b>DEPARTMENT:</b>	
Parks, Culture and Recreation	
<b>ATTACHMENTS:</b>	
Supplemental Agreement No. 1	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
31000076.563000, P2103	\$11,269.00
<b>SUMMARY:</b>	

The City contracted with J.A. Brennan on September 14, 2021 to provide design services for the Comeford Park & Restroom project. The original professional services agreement for this project includes scope and fee to take the design 100%, culminating in the preparation of final bid documents.

The attached Supplement No. 1 to the City's agreement with J.A. Brennan includes additional scope and fee to assist the City with the design of these new elements. This supplement also extends the term of the original contract to December 31, 2022.

**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, 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 Comeford Park & Restroom Design project (the “Original Agreement”), said Original Agreement being dated September 14, 2021; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for additional services associated with the design of new sidewalks on the east half of the park, incorporation of speciality lighting into the park design 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 December 31, 2022.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$11,269.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$166,123.50 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	\$154,854.50
Supplemental Agreement No.1	\$11,269.00
Grand Total	\$166,123.50

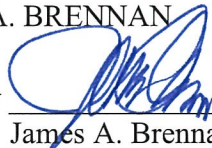
4. Each and every provision of the Original Agreement for Professional Services dated September 14, 2021, shall remain in full force and effect, except as modified herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF MARYSVILLE

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

DATED this 21<sup>ST</sup> day of DECEMBER, 2021.

J.A. BRENNAN  
By   
James A. Brennan  
Its: Principal

ATTEST/AUTHENTICATED:

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

Approved as to form:

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

## Exhibit A



Landscape Architects & Planners  
2701 First Avenue Suite 510 | Seattle, WA 98121  
206.583.0620 | jabrennan.com

Decemeber 20, 2021

# Comeford Park & Restroom Design – Schematic through Construction Documents

## Amendment #1 – Additional Services for East Side of Park Paths and Specialty Lighting

### Prepared For:

Tara Mizell, Parks, Culture & Recreation Director  
City of Marysville Parks, Culture & Recreation Department

### DESIGN TEAM:

*JA Brennan Associates* – Prime Consultant, Landscape Architecture and Planning  
*Harmsen LLC* - Civil engineering  
*Cross Engineers* - Electrical engineering for park and restroom

### SCOPE OF WORK:

The City has requested that the J.A. Brennan team add design for the paths on the east side of the park. Work will include a concrete path at 6' wide in the location it was shown at the schematic design. The path will sheet flow into the surrounding lawn areas. One tree will likely need to be removed. Lawn seeding will be provided to restore areas impacted by construction. Lighting will be adjusted to align with the new east side paths. Specialty lighting will be provided at the seating stairs. It is assumed the City has the funding required to implement the identified added design elements.

Once we receive a notice to proceed, we can begin the additional design immediately.

### Task A – Administration/ Coordination

Administration tasks include meeting coordination, scheduling, contract administration, and sub-consultant administration costs and expenses.

### Task B–Design Meetings and Coordination

This task will include team coordination and meetings to progress the design. JAB will coordinate via email, video and telephone communication with client. JAB will assist with the organization of meetings.

See Exhibit A for meetings

**Civil Design (Harmsen Engineers)**

- Take part in team meetings.

**Electrical engineer (*Cross Engineers*)**

- Take part in team meetings.

**Deliverables Task B**

- As identified in the fee matrix

**Task C – Updated Design Changes**

Construction documents will be updated to reflect the scope of additional work requested by the City. This will involve updating our current west side park improvements as well creating new sheets for the inclusion of further improvements on the east side of the park.

In addition, the specifications and cost estimate will be updated to reflect these changes. It is understood that the new target MACC will be around \$1.6 million.

It is assumed the City will make a site visit and assess the path slopes and drainage of the existing path system to inform our current design approach. We will likely match that approach in the new drainage.

**JA Brennan (Prime/Landscape Architects)**

- Grading, layout, and planting for the east side of the park all on 1 sheet.
- Update the west side of the park around the existing shelter and concrete slab to reflect the new path changes.

**Civil engineer will prepare (*Harmsen Engineers*)**

- Additional walkway replacement
- Change visuals on plans to indicate full park where needed
- Revise the demolition/SWPP plans for the added walkway removal
- Update cost opinion for additional work
- Assumption: storm drainage will not be required for the additional work. The new walks will sheet flow to the edge and disperse into lawn areas. Grading design will be provided by JA Brennan.

**Electrical engineer will prepare: (*Cross Engineers*)**

- Update electrical site plans with new backgrounds, adjust lighting layouts for revised pathways
- Update lighting photometrics based on new layouts/adjustments
- Provide electrical connection to new monument sign
- Coordinate with owner for possible RGB lighting at seating wall and added RGB controls

- Update cost estimate with RGB lighting
- Modify and add information in specifications regarding RGB lighting

**Project Manual Specifications (Team collaboration):**

Additional CSI specifications as needed to address identified additional items.

**Deliverables Task C**

Plans, specifications, and cost estimates as identified in the fee matrix

**Contract Document Scope Assumptions:**

1. Survey of existing conditions, including a boundary survey of the site is provided by the City.
2. Cost estimate will be limited to the hours specified. Phasing of the park schematic plan is not anticipated in this scope of work. Value engineering and work to reduce the budget is not anticipated beyond the hours specified.
3. Cost estimating will be at a square foot level through design development. An updated cost estimate for construction documents will be provided at each submittal (90% and 100%).
4. There are no critical areas on the projects site, including steep slope, wetland, wetland buffer or shoreline. No critical area permits will be required.
5. It is not anticipated that permit review will result in substantial design revisions.
6. J.A. Brennan does not provide contaminated soils remediation services. No contaminated soils are anticipated on site.
7. Sheet size for contract documents will be based on City of Marysville standard title block which is a: 22" x 34". City will provide the latest title block with City Logo in AutoCAD format.
8. The City of Marysville will provide one consolidated and coordinated review comment package for each milestone submittal. This includes schematic, 60% and 90%. Each City review period will take no longer than one week.
9. J.A. Brennan Associates will not be responsible for working with adjacent landowners.
10. No public meetings or City Council review meetings are included.
11. City is responsible for demolition of existing restroom and pavilion and relocation of existing picnic shelter.

12. The contract design work will be complete by end of January 2022.
13. City will be responsible for distribution of all documents.
14. RCO is not providing funding for the development of Comeford Park.
15. J.A. Brennan Associates will not be responsible for irrigation design.
16. JAB is not providing artistic guidance for the development of seasonal lighting programming.