

Contract Supplemental Agreement

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| Supplemental Agreement Number: 2 | Organization and Address: Gray & Osborne, Inc. 1130 Rainier Ave. S., Suite 300 Seattle, WA 98144 Attn: Michael B. Johnson, President |
| Original Contract Number: 2020-204 | Execution Date of Supplement: September 21, 2021 |
| City Water/Irrigation Project Number: AC2533 | Completion Date of Supplement: August 31, 2022 |
| Project Title: 1 st Level Reservoir Repairs and Improvements | Maximum Amount Payable this Supplement: \$216,500.00 |
| Maximum Total Amount Payable for the Agreement: \$314,370.00 | |

Section 1: Supplemental Agreement

The City of Yakima, Washington desires to supplement the agreement entered into with Gray & Osborne, Inc., and executed on December 2, 2020 by Resolution No. R-2020-138 and identified as Contract 2020-204. All provisions in the basic contract remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

Section 2: Scope of Services

The additional tasks to be performed as part of this Supplemental Agreement include: Design and construction administration services, as part of the improvements of the 1st Level Reservoir.

Section 5: Compensation

Payment for this supplemented work, as shown on Exhibit A is not to exceed \$216,500.00, bringing the total amount of the Agreement to \$314,370.00.

If you concur with this supplement and agree to the changes as stated above, please sign the appropriate spaces below and return to this office for final action.

By: MICHAEL B. JOHNSON, P.E.



Consultant Signature

By: _____

Robert Harrison City Manager Signature

Date

EXHIBIT A

SCOPE OF WORK

CITY OF YAKIMA 1st LEVEL RESERVOIR IMPROVEMENTS DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

This Scope of Work presents the professional engineering services requested by the City of Yakima (City) for the design and construction administration for the City's 1st Level Reservoir Improvements project. The City completed an assessment of the reservoir in 2021. Based on the assessment, the City would like to design and construct the following improvements to the reservoir:

- Access Hatch and Ladder Installation and Modifications
- Vent Modifications and New Vents
- Inlet/Outlet Piping Modifications
- Existing Inlet/Outlet Piping Abandonment
- New Wash Water Piping
- New Valves and Valve Stem System
- Structural Concrete Repairs at Floor Slab Joints
- Crack Repairs/Void Fillings Under Reservoir Floor
- Expansion Joint Repair
- Safety Tie-Off Cable Replacement

This project is funded by the City of Yakima. The design and construction administration services will include the following tasks:

SCOPE OF WORK

Gray & Osborne has prepared the following scope of work for this project.

Task 1 – Project Management

Provide overall project management and oversight of engineering resources and conduct reviews during the project to ensure a quality product. Work includes procuring and maintaining sufficient resources, overseeing budget and schedule, overseeing and preparing monthly invoices, preparing project progress reports, and assisting in timely delivery of engineering products per contract.

Task 2 – Design Engineering Services

Complete civil and structural engineering design of the 1st Level Reservoir Improvements Project. This task includes completing the engineering analysis and calculations necessary to complete the design. This task also includes preparation of detailed plans,

specifications, and cost estimates to adequately describe the work for a public works contractor. Gray & Osborne will provide the following services to complete this task.

- Prepare 50% Plans and Cost Estimate

Prepare 50% plans and construction cost estimates for the project. Plans will include preliminary civil and structural sheets, including reservoir civil and structural plans and preliminary details. A specification outline will be submitted. 50% plans and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with City staff to complete a facilitated review of the plans.

- Prepare 90% Plans and Cost Estimate

Prepare 90% plans, specifications, and construction cost estimates for the project. City comments from the 50% submittal will be addressed. Plans and specifications will be near completion. Specifications will be prepared in CSI format with applicable City of Yakima contract forms. 90% plans, specifications, and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with City staff to review any comments.

- Prepare Final Plans, Specifications, and Cost Estimate

Prepare final plans, specifications, and construction cost estimates for the project. City comments from the 90% submittal will be addressed. Plans and specifications will be suitable for public works bid. Specifications will be prepared in CSI format with applicable City of Yakima General Conditions and contract forms. Final plans, specifications, and cost estimates will be submitted to the City for regulatory approval and distribution to contractors.

Task 3 – Complete QA/QC Review

Conduct Quality Assurance/Quality Control reviews (50 percent and 90 percent completion levels) of the design documents to review critical project milestones, constructability, deliverables, permitting issues, regulatory approvals, cost, methods, and materials to be employed during construction, and environmental concerns. Provide this review by both project and non-project engineers, experienced in design of similar project facilities. Document the review comments and revise the design documents to incorporate these comments.

Task 4 – Conduct Meetings and Site Visits

Attend meetings with City staff and stakeholders during development of the plans and specifications to discuss project issues and review draft deliverables. Prepare exhibits for communication with the public and stakeholders.

- Project Kick-off Meeting
- 50% Design Review Meeting
- 90% Design Review Meeting
- Pre-Bid Walkthrough

Task 5 – Bid and Award Services

Assist the City with the bid and award process for the 1st Level Reservoir Improvements project. Participate in a pre-bid walkthrough. Respond to bidder inquiries. Prepare addenda as necessary. Review bid results and bidder qualifications. Prepare an award recommendation for the City.

Task 6 – Construction Management Services

Gray & Osborne will assist the City with management of the construction phase of the project by providing the following services:

- Act as liaison between the City and the contractor through construction. The City's instructions to the contractor will be through the Engineer who will act on behalf of the City, as provided in the contract documents.
- Coordinate and conduct a preconstruction conference to establish administrative procedures and review schedule for the project. Prepare and distribute minutes of the preconstruction conference to all attendees.
- Coordinate and conduct weekly onsite construction meetings with the contractor and the City. Prepare and distribute meeting minutes to all attendees.
- Review shop drawings and submittals for compliance with design intent and conformity to the contract documents.
- Review proposals from the contractor to substitute an "or equal" product for a specified product based on design and conformity to the contract documents.
- Respond to contractor questions and provide interpretation of the contract documents to clarify design.

- Review and comment on the contractor's proposed schedule relative to the project's time limits and City coordination.
- Provide on-site review of structural components of the project as requested by the City. Four visits have been assumed.
- Prepare a monthly progress estimate recommending payment to the contractor based on the actual work performed. Review monthly progress payment requests as prepared by the contractor. For each monthly progress payment request, the field inspector will review the contractor's record of quantities and completion percentages.
- Estimate the cost impact of changes during the course of construction to be used in negotiation of contract change orders. Evaluate the impact of change orders on the construction schedule and recommend any appropriate time extensions.
- Represent the City in negotiations of change orders with the contractor. Prepare change orders for execution by the contractor subject to approval and authorization of the City.
- Prepare record drawings from field observations and information provided by the contractor.
- Provide notices of substantial completion and final acceptance of the construction. Obtain bonds, warranties, and record drawings from the contractor. Prepare the "Certificate of Completion of Public Works Contract" forms and assist the City with release of the retainage percentage or bonds in lieu of retainage.

Task 7 – Construction Observation

Provide full-time construction observation of the contractor's work to monitor conformance with the contract documents. The specific subtasks are as follows:

- Provide full-time construction observation.
- Prepare and maintain daily logs, lists of construction issues, weekly schedule reports, job site photos, and quantity measurements.
- Review the contractor's construction schedule. Monitor the contractor's progress in relation to the construction schedule.
- Issue weekly reports to the City and contractor concerning the construction time consumed on the project.

This scope of work and resulting maximum amount payable is based on performing full-time inspection services for up to 240 hours. An amendment to this Agreement shall be executed to reimburse the Engineer for inspection and engineering time required beyond this limit, should the allowable construction time be exceeded.

DELIVERABLES

Deliverables will be provided in the following formats. Electronic files will also be supplied for each deliverable.

- Plans and Specifications – Five paper copies of each submittal
- Record Drawings – Three paper copies

CITY SUPPLIED SERVICES

The following will be supplied by the City:

- Payment for all required permits, approvals, and publications.
- All easements needed to construct the facilities.

BUDGET

The maximum amount payable to the Engineer for completion of all work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs, and net fee shall be as shown in the attached Exhibit B. This amount shall not be exceeded without prior written authorization of the City.

PROJECT SCHEDULE

The City would like the reservoir returned to service no later than March 1, 2022. If contracting and material lead time results in an extension of the project schedule, draining and taking the reservoir out of service may need to be delayed until the fall of 2022. It is anticipated that the project schedule will be coordinated with City staff after issuance of the notice to proceed.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Yakima - 1st Level Reservoir Improvements

| | Tasks | Principal Hours | Project Manager Hours | Project Engineer Hours | Civil Engineer Hours | Structural Engineer Hours | Field Inspector Hours | Engineer-In-Training Hours | AutoCAD Technician Hours |
|---|---|-----------------|-----------------------|------------------------|----------------------|---------------------------|-----------------------|----------------------------|--------------------------|
| 1 | Project Management | 8 | 8 | | | | | | |
| 2 | Design Engineering Services | | | | | | | | |
| | a. Prepare 50 Percent Design Submittal | 2 | 20 | 20 | 40 | 40 | | 40 | 30 |
| | b. Prepare 90 Percent Design Submittal | 4 | 20 | 60 | 40 | 60 | | 60 | 30 |
| | c. Prepare Final Design Submittal | 2 | 20 | 40 | 20 | 30 | | 20 | 20 |
| 3 | Complete QA/QC Review | 12 | 16 | 16 | 16 | 16 | | 16 | |
| 4 | Conduct Meetings and Site Visits | 8 | 8 | 8 | 8 | 8 | | 8 | |
| 5 | Bid and Award Services | | 2 | 6 | 6 | 8 | | 8 | |
| 6 | Construction Management Services | 8 | 40 | 80 | 100 | 120 | | 120 | 20 |
| 7 | Construction Observation | | | | | | 240 | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | Hour Estimate: | 44 | 134 | 230 | 230 | 282 | 240 | 272 | 100 |
| | Fully Burdened Billing Rate Range:* | \$140 to \$213 | \$130 to \$213 | \$119 to \$155 | \$105 to \$145 | \$110 to \$171 | \$95 to \$154 | \$92 to \$141 | \$50 to \$140 |
| | Estimated Fully Burdened Billing Rate:* | \$180 | \$160 | \$140 | \$130 | \$160 | \$140 | \$125 | \$100 |
| | Fully Burdened Labor Cost: | \$7,920 | \$21,440 | \$32,200 | \$29,900 | \$45,120 | \$33,600 | \$34,000 | \$10,000 |

Total Fully Burdened Labor Cost: \$ 214,180

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 2,320

TOTAL ESTIMATED COST: \$216,500

* 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,