

**RESOLUTION NO. 2016-32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO,  
WASHINGTON, APPROVING AN ENGINEERING CONTRACT FOR THE 9<sup>TH</sup>  
STREET SIDEWALK IMPROVEMENTS PROJECT CONSTRUCTION  
ADMINISTRATION SERVICES.**

**WHEREAS**, to proceed with the 9<sup>TH</sup> Street Sidewalk Improvements project the City of Wapato is required to contract with an engineer for construction administration services; and,

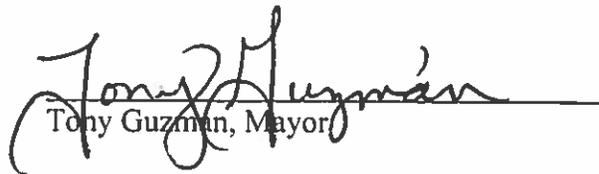
**WHEREAS**, the City of Wapato solicited Statement of Qualifications in January 2015, received proposals from four engineering firms before the close date of February 20, 2015, interviewed two top candidates in April 2015, and the interview panel determined that Gray & Osborne Inc. (G&O) is the most qualified candidate and recommended to select G&O as the on-call engineer for the calendar years of 2015, 2016, and 2017; and,

**WHEREAS**, the City Council of the City of Wapato finds it is in the best interests of the residents of the City of Wapato to amend the April 20, 2015 contract with G&O to specifically add additional services related to the 9<sup>th</sup> Street Sidewalk Improvements project for construction administration services;

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, AS FOLLOWS:**

The City Council authorizes the Mayor to sign the contract with G&O for their engineering services. A copy of the engineering contract is attached hereto for reference as Exhibit "1".

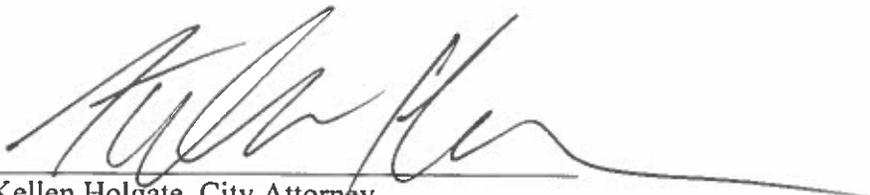
**ADOPTED BY THE CITY COUNCIL** this 15 day of August, 2016.

  
Tony Guzman, Mayor

**ATTEST:**

  
Gloria Acosta, Deputy Clerk-Treasurer

Approved as to form:



Kellen Holgate, City Attorney

1<sup>st</sup> Touch Date: 8/15/14

2<sup>nd</sup> Touch Date: 8/15/14



<b>Supplemental Agreement Number 1</b>		Organization and Address Gray & Osborne, Inc. 701 Dexter Avenue North, Suite 200 Seattle, Washington 98109	
Original Agreement Number		Phone: 206-284-0860	
Project Number HLP-SR15(007)	Execution Date	Completion Date 12/31/2018	
Project Title 9th Street Sidewalk Improvements	New Maximum Amount Payable <b>\$ 93,000.00</b>		
Description of Work Construction engineering services for 9th Street Sidewalk Improvements per the attached Scope of Work.			

The Local Agency of City of Wapato  
desires to supplement the agreement entered into with Gray & Osborne, Inc.  
and executed on \_\_\_\_\_ and identified as Agreement No. \_\_\_\_\_

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

The scope of work in the attached Exhibit A shall be added to the Agreement

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Work shall be completed by December 31, 2018

III

Section V, PAYMENT, shall be amended as follows:

The amount shall be supplemented by \$44,000.00 for a new total Maximum Amount Payable of \$93,000.00

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

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

By: \_\_\_\_\_

\_\_\_\_\_  
Consultant Signature

By: Tony Guzmán, Mayor

Tony Guzmán  
Approving Authority Signature

8-15-16

Date

**EXHIBIT A**  
**SCOPE OF WORK**  
**CITY OF WAPATO**  
**9<sup>TH</sup> STREET SIDEWALK IMPROVEMENTS**  
**CONSTRUCTION ENGINEERING**

**INTRODUCTION**

The purpose of this Contract is for Gray & Osborne, Inc. to provide engineering and related services necessary for the construction of the 9<sup>th</sup> Street Sidewalk Improvements.

**9<sup>TH</sup> STREET SIDEWALK IMPROVEMENTS**

This Contract provides for the installation of sidewalk and replacement of sidewalk ramps along 9<sup>th</sup> Street between Wasco Avenue and Camas Avenue, and along Camas Avenue in the City of Wapato including, but not limited to, curb, gutter, sidewalks, storm drainage facilities, driveway entrances, surface repair, signing, striping, traffic control, adjustment of utility structures and all other work required to complete the work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.

Exhibit B outlines engineering costs related to the project.

**SERVICES PROVIDED**

Construction engineering and management services to be provided include:

**Task 1 – Construction Management Services**

Objective: To provide overall construction project management and oversight services.

- A. Oversee project budget and schedule.
- B. Oversee monthly progress reports and invoices.
- C. Coordinate and conduct a preconstruction conference to review the requirements of the plans and specifications of the project with the Contractor and to establish administrative procedures for the project.
- D. Provide Submittal Review/Approval: Review shop drawings and submittals for compliance with design intent and general conformity with the Contract Documents. This will include review of “or equal” products as substitutes.

- E. Provide Construction Correspondence: Act as liaison, on the City's behalf, between the City and Contractor to the extent provided in the Contract Documents and to administer the construction contract and prepare and transmit general construction correspondence, to include interpretation and/or clarification of the Contract Documents, preparation of weekly Contract Time Completion Statements, calculation and preparation of Pay Estimates, negotiation and preparation of Change Orders, and other general construction correspondence.
- F. Prepare and transmit letter informing the Contractor that Substantial Completion has been reached, subsequent to the preliminary walk-through and with the concurrence of the City.
- G. Prepare and transmit the preliminary and final punchlists, subsequent to their respective walk-throughs.
- H. Prepare and transmit a recommendation to the City to accept the project as complete and prepare the Notice of Completion of Public Works Contract form for submittal to the required agencies by the City.
- I. Prepare and transmit record drawings to the City, based upon field observations noted by the Resident Inspector and information provided by the Contractor.

## **Task 2 – Construction Surveying**

Objective: Provide construction survey staking, to include:

- A. Construction Traverse Layout: Establish the control network in the field necessary to perform all other construction staking for the project.
- B. Clearing Limits: Establish stakes defining the limits of ground disturbance and/or clearing limits.
- C. Storm Drainage: Establish offset hubs/stakes with line and grade for gravity storm drainage installation, including piping, catch basins, drywells, and manholes.
- D. Curb Line and Grade: Establish offset hubs/stakes with line and grade for cement concrete curb and gutter installation.
- E. Sidewalk Line and Grade: Establish offset hubs/stakes with line and grade for sidewalk installation. It is assumed that sidewalk installation will primarily be based off new curb installation. Staking for sidewalk

installation will only be provided in areas where the sidewalk diverges from the back of curb under this scope of work.

### **Task 3 – Construction Monitoring Services**

**Objective:** Provide full-time construction observation/monitoring during the course of construction of the project with a Resident Inspector on the project site at all times that major construction activity is underway. Resident Inspector will perform, at a minimum, the following duties:

- A. Provide part-time construction observation sufficient to monitor conformance of Contractor's work with the Contract Documents. This agreement provides for a maximum of 280 hours (6 hours per day for 35 days).
- B. Provide a written record of construction activities observed, deficiencies noted, corrective actions taken, and photographs.
- C. Provide a weekly written summary of pay items installed.
- D. Monitor Contractor's progress in relation to the schedule and report apparent discrepancies and/or "schedule slip" to the Engineer and City.
- E. Update the contract plan sheets with "As-Built" information. Deliver to the City the printed sheets of the "As-Built" as well as a CD of the "As-Built" in PDF and AutoCAD format.

### **City Responsibilities**

- 1. Review and process monthly invoices in a timely fashion.

### **Deliverables**

- 1. Monthly invoices.
- 2. Two sets, final "as-built" plans (one set 11" x 17" half-size, one set 22" x 34" full size).
- 3. Electronic file of all final "as-built" plans (AutoCAD and PDF format).

## EXHIBIT E-1

### CONSULTANT FEE DETERMINATION - SUMMARY SHEET (COST PLUS FIXED FEE)

**Project:** 9th Street Sidewalk Improvements

**Additional Engineering Costs**

Direct Salary Cost (DSC):

Discipline Required	Estimated Hours	Estimated Rate	Estimated Amount
Principal-in-Charge	2	\$32 to \$58	\$112
Project Manager/Engineer	24	\$32 to \$55	\$1,008
Civil Engineer/Designer	40	\$24 to \$36	\$1,280
Resident Inspector	210	\$24 to \$36	\$6,300
Survey Technician/CADD Technician	16	\$15 to \$31	\$464
Professional Land Surveyor (P.L.S.)	20	\$33 to \$42	\$720
Survey Crew	60	\$43 to \$96	\$3,600

Subtotal Direct Labor Costs (DLC):	\$	13,484
Indirect Labor Costs (Overhead) @ 176% x DLC:	\$	23,732
Fee @ 30% x DLC:	\$	4,045
Direct Non-Salary Cost:		
Mileage (at \$0.54/mile), Printing, Misc. Expenses	\$	2,739
<b>TOTAL ESTIMATED COST:</b>	<b>\$</b>	<b>44,000</b>