

**RESOLUTION NO. 2018 -07**

**A RESOLUTION OF THE CITY OF MABTON, WASHINGTON AUTHORIZING A  
CONTRACT AMENDMENT NO. 6 TO CONTRACT FOR PROFESSIONAL  
ENGINEERING SERVICES G & O Job No. 20170.75**

**WHEREAS**, the City of Mabton has entered into a contract with Gray & Osborne for Reservoir No 2 and Water System Improvements Change Order No. 5.

**WHEREAS**, due to unforeseen circumstances, a change had to be made to the contract scope of work which neither the city nor the contractor could have foreseen which change to the scope of work resulted in addition expense.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mabton, as follows: Change Order No. 5 increase the contract price by **\$1,455.27** and will add 3 working days to the project completions dates. The overall project is funded by a CBBG grant, DWSRF loan, and RD grant/load funding package. The current contract price is \$2,821,712.96 (original amount + Change Orders 1-4). The contract price incorporating this change order will be \$2,821,712.96.

Is hereby approved in the amount of **\$1,455.27** and the Mayor is authorized to sign the change order in the form as is attached hereto and incorporated herein by reference.

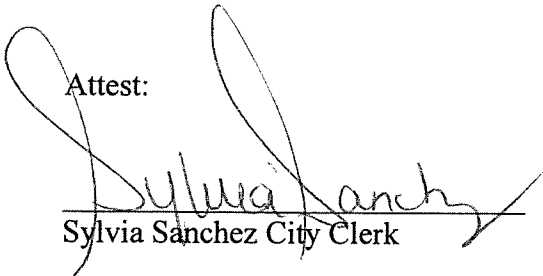
Passed by the City Council at its regular meeting dated this 27<sup>th</sup> day of February, 2018.

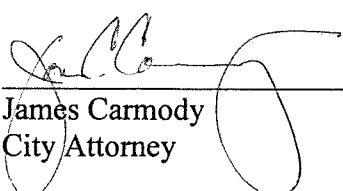
**City Council**

Mayor: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

Attest:

  
Sylvia Sanchez City Clerk

  
James Carmody  
City Attorney

**AMENDMENT NO. 6  
TO  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES  
G&O JOB NO. 20170.75**

THIS AMENDMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between the City of Mabton, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for on-call engineering services dated (by Agency) March 28, 2017.

Add the attached Exhibit "A" covering additional construction administration services related to the Reservoir No. 2 and Water System Improvements project.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

**GRAY & OSBORNE, INC.**

**CITY OF MABTON**

By:   
(Signature)

By:   
(Signature)

Name: Michael B. Johnson, P.E., President  
GRAY & OSBORNE, INC.

Name: LAURA VAZQUEZ  
(Print)

Date: 2/23/18

Date: 2/28/18

"Equal Opportunity/Affirmative Action Employer"

## **EXHIBIT "A"**

### **SCOPE OF WORK**

#### **CITY OF MABTON RESERVOIR NO. 2 CONSTRUCTION ADMINISTRATION ADDITIONAL WORK**

Based on our understanding of the project, this Scope of Work presents the professional engineering services requested by the City of Mabton for additional services related to the Reservoir No. 2 and Water System Improvements project. The intent of this Scope of Work is to amend the existing professional engineering services contract for Reservoir No. 2 and Water System Improvements Construction Administration.

The project is funded by the Drinking Water State Revolving Fund and USDA Rural Development. Engineering services will include the following:

#### **Project Management**

Objective: Provide project management of Gray & Osborne's work on this project.

- Provide oversight of project budget and schedule.
- Act as a liaison between the City and the contractor through the course of construction.
- The City's instructions to the contractor will be issued through the Engineer who will have authority to act on behalf of the City to the extent provided in the contract documents.

#### **Hardware Dialer**

Objective: Provide engineering services to facilitate the connection and configuration of the existing hardware dialer in the modified water system control panel.

- Discussion with the City to identify the desired alarms.
- Preparation of change proposal wording for pricing of work required by the contractor.
- Control panel programming revisions to create the alarms.
- One site visit for configuration of the existing dialer, loading of the control panel program modifications, and testing of the completed configuration.

#### **Control Panel Remote Access**

Objective: Provide engineering services to facilitate the City's remote access to the water system control panel.

- Provide the City with guidance to enable them to purchase a router capable of hosting the required VPN service. Provide guidance to assist

- the contractor with cabling requirements inside the booster pump station building.
- Program and configure the City purchased router and installation of VPN software on the City's client devices (up to two devices, both Android OS or Apple IOS based). Configure remote viewing services on the operator interface at the water system control panel.
- Onsite training during configuration of mobile devices. Two hours of follow up phone calls and assistance.

### **Well No. 5 VFD Contract Administration**

Objective: Provide contract administration support services for the installation of a variable frequency drive (VFD) at Well No. 5.

- Review the contractor's monthly progress payment requests and prepare monthly progress estimates based on the value of work completed during the pay period.
- Review shop drawings and submittals for compliance with design intent and general conformity to the contract documents.
- Review proposals from the contractor to substitute an "or equal" product for a specified product based on design intent and general conformity to the contract documents.
- Respond to the contractor's questions (RFIs) and provide interpretation of the contract documents that address and clarify design intent.
- Conduct one site visit for startup and subsequent office correspondence.

### **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 shall be as shown in Exhibit "B." This amount shall not be exceeded without prior written authorization of the City.

## EXHIBIT "B"

### ENGINEERING SERVICES SCOPE AND ESTIMATED COST

*City of Mabton - Reservoir No. 2 Construction Administration Additional Work*

Tasks	Principal Hours	Project Manager Hours
Project Management	1	4
Hardware Dialer		4
Control Panel Remote Access		2
Administration		6
Hour Estimate:	1	16
Fully Burdened Billing Rate Range:*	\$112 to \$184	\$106 to \$184
Estimated Fully Burdened Billing Rate:*	\$150	\$110
Fully Burdened Labor Cost:	\$150	\$1,760

Total Fully Burdened Labor Cost: \$ 1,910.00

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 50.00

Subconsultant:

Electrical (Hardware Dialer) \$ 1,200.00

Electrical (Control Panel Remote Access) \$ 1,475.00

Electrical (Well No. 5 VFD CA) \$ 6,250.00

Subconsultant Overhead (10%) \$ 892.50

**TOTAL ESTIMATED COST: \$ 11,777.50**

\* 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.

# City of Mabton, Washington

## City Council Meeting – Agenda Memo

Meeting Date: February 27, 2018

Submitting Department: Public Works

Contact Person: Jamin Ankney

Subject: Engineering Services Amendment  
Reservoir No. 2 and Water System Improvements CA  
Additional Work

### For Office Use Only:

- Bid Opening
- Public Hearing
- Public Meeting
- Misc. Reports
- Consent Agenda
- New Business
- Old Business
- Informational Only

1. Purpose Statement:

Approve consultant agreement with Gray & Osborne, Inc. for additional engineering services related to the Reservoir No. 2 and Water System Improvements.

2. Background/Alternatives:

This scope of work covers engineering services related to connecting and configuring of the existing hardware dialer in the modified water system control panel and facilitating the City's remote access to the water system control panel. This contract also covers the construction administration associated with the Well No. 5 VFD installation, which was not included in the original construction administration contract, but was needed by the City.

3. Attachments:

See attached consultant agreement.

4. Fiscal Impact:

Agreement is for \$11,777.50, funded by DWSRF/USDA RD.

5. Staff Impact:

Staff will oversee the work completed by the consultant.

6. Legal Review:

The agreement has not been reviewed by the City's legal counsel. The agreement is a standard Gray & Osborne, Inc. contract similar to previous contracts.

7. Recommendation:

It is recommended that the consultant agreement be approved by Council and executed by the Mayor.

8. Suggested Motion/Recommended Action:

"I move that the consultant agreement for Reservoir No. 2 Construction Administration Additional Work engineering services with Gray & Osborne, Inc. be approved for \$11,777.50."