

**RESOLUTION NO. 2334**

A RESOLUTION by the Council of the Town of Friday Harbor authorizing the Mayor to execute Supplemental Agreement No. 1 to the contract with the engineering firm of Gray & Osborne, Inc. for construction management services on the Tucker Avenue Reconstruction Project, Phase 2.

WHEREAS, pursuant to Resolution No. 2187 on April 7, 2016, the Town authorized a professional services agreement with the engineering firm of Gray & Osborne, Inc. to design the Tucker Avenue Reconstruction Project, Phase 2 (Harbor Street to University Way); and

WHEREAS, pursuant to Resolution No. 2331 on November 16, 2017, the contract for construction was awarded to Strider Construction, Inc. after being duly advertised as a public works project; and

WHEREAS, the Town needs construction management services for said project; and

WHEREAS, the Washington State Transportation Improvement Board has offered grant funding to assist the Town for construction management services; and

WHEREAS, the engineering firm of Gray & Osborne, Inc. has offered Supplemental Agreement No. 1 to provide said services in the maximum payable amount of Three hundred eighty thousand seven hundred thirty seven dollars (\$380,737); and

WHEREAS, it is the opinion of the Town Council that said firm is a qualified firm capable of providing construction management services;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Friday Harbor that the Mayor is hereby authorized to execute Supplemental Agreement No. 1 in the amount of Three hundred eighty thousand seven hundred thirty seven dollars (\$380,737) with the engineering firm of Gray & Osborne, Inc. to provide construction management services for the Tucker Avenue Reconstruction Project, Phase 2 (Harbor Street to University Way).

Said agreement shall be attached hereto as Exhibit A.

ADOPTED this 7th day of December 2017.

TOWN OF FRIDAY HARBOR

***DRAFT***

\_\_\_\_\_  
Carrie Lacher, Mayor

SEAL of the  
Town of Friday Harbor  
ATTEST:

\_\_\_\_\_  
Amy E. Taylor, Town Clerk



<b>Supplemental Agreement Number</b> <u>1</u>		Organization and Address	
Original Agreement Number		Gray & Osborne, Inc. 701 Dexter Avenue N., Suite 200 Seattle, WA 98109 Phone: 206-284-0860	
Project Number Federal Aid # STPR-T281(001)	Execution Date	Completion Date December 31, 2018	
Project Title Tucker Avenue Reconstruction, Phase 2	New Maximum Amount Payable \$595,597		
Description of Work Reconstruct failing portion of road, pave and HMA, install curb and gutter, sharrows, storm drains and street lights.			

The Local Agency of Friday Harbor  
 desires to supplement the agreement entered in to with Gray & Osborne, Inc.  
 and executed on April 7, 2016 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:  
 See Exhibit B.

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date is revised to December 31, 2018.

**III**

Section V, PAYMENT, shall be amended as follows:  
 Total Contract Amount increased by \$380,737 to a total maximum of \$595,597. See attached Exhibit A-1.

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: Michael B. Johnson, P.E., Gray & Osborne, Inc. By: \_\_\_\_\_

*Michael B. Johnson*  
 Consultant Signature

\_\_\_\_\_  
 Approving Authority Signature

\_\_\_\_\_  
 Date

## EXHIBIT A

### Summary of Payments

	<b>Basic Agreement</b>	<b>Supplement No. 1</b>	<b>Total</b>
Direct Salary Cost	\$54,796	\$93,156	\$147,952
Overhead (Including Payroll Additives)	\$96,441	\$171,118	\$267,559
Direct Non-Salary Costs	\$32,184	\$68,516	\$100,700
Fixed Fee	\$16,439	\$27,947	\$44,386
Management Reserve	\$15,000	\$20,000	\$35,000
<b>Total</b>	<b>\$214,860</b>	<b>\$380,737</b>	<b>\$595,597</b>

**EXHIBIT "A-1"**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

**Tucker Avenue Reconstruction, Phase 2**

Tasks	Principal Project Manager Hours	Project Eng. Hours	Civil Eng. Hours	Electrical Eng. Hours	Field Inspector Hours	AutoCAD Tech Hours	IT Hours
Project Management	16						
Preconstruction Services	8	20					
Contract Administration							
CMS							40
RFIs	16	60		16			
Submittal Review	24	312		16			
ROM /material documentation (104 bid items)		52	52				
Request to Sublet/Certified Payroll/DBE Tracking		40	210				
Pay Estimates with Field Note Records	8	72	72				
Change Orders (2)	16	80	40				
PMR (1 trip)	8	24					
Field Inspection	24	60			900		
Material Testing	8	40					
Record Drawings	1	8				90	
Project Closeout Services	16	32					
Hour Estimate:	145	800	374	32	900	90	40
Direct Labor Cost Billing Rate Range:	\$33 to \$57	\$33 to \$45	\$30 to \$39	\$32 to \$57	\$24 to \$44	\$13 to \$37	\$13 to \$37
Estimated Hourly Rates:	\$54	\$39	\$30	\$43	\$42	\$25	\$37
Direct Labor Cost:	\$7,830	\$31,200	\$11,220	\$1,376	\$37,800	\$2,250	\$1,480

Subtotal Direct Labor (DLC):	\$ 93,156
Indirect Costs:	\$ 171,118
Total Labor Cost:	\$ 264,274
Fee (30% x DLC):	\$ 27,947
Subtotal Labor & Fees:	\$ 292,221
Direct Non-Salary Cost:	
Lodging & meals	\$ 27,000
Travel	\$ 14,000
Printing	\$ 500
Subconsultant:	\$ -
Material Testing (MTC)	\$ 20,016
Geotechnical Engineer (PanGeo)	\$ 7,000
<b>SUBTOTAL ESTIMATED COST:</b>	<b>\$ 360,737</b>
Management Reserve Fund:	\$ 20,000
<b>TOTAL:</b>	<b>\$ 380,737</b>

\* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.

**Exhibit A-2  
Subconsultant Fee Determination - Summary Sheet**

<b>Project Name</b> Tucker Ave. Reconstruction	<b>Start Date</b> March 1, 2018
<b>Client Name</b> Gray and Osborne	
<b>Task Description</b> Materials Testing	<b>End Date</b>
<b>Subconsultant Fee Determination</b>	
<b>Subconsultant</b> Materials Testing & Consulting	<b>Project #</b>

Classification	Man Hours		Rate		Dollars
Field Technician	120	x	\$25.00	=	\$3,000.00
Project Manager	12	x	\$45.00	=	\$540.00
Field Technician OT	40	x	\$37.50	=	\$1,500.00
Title 4	0	x		=	\$0.00
Title 5	0	x		=	\$0.00
<b>Total Hours</b>	<b>172</b>				
<b>Total DSC</b>				=	<b>\$5,040.00</b>
<b>Escalation for '11</b>	<b>% Increase 0</b>		<b>% of Work 50</b>	=	<b>\$0.00</b>
<b>Escalated Total</b>					<b>\$0.00</b>
<b>Overhead (OH Cost -- Including Salary Additives)</b>					
OH Rate x DSC of	<u>154.32%</u>	x	<u>\$5,040.00</u>	=	<u>\$7,777.73</u>
<b>Fixed Fee (FF):</b>					
FF Rate x DSC of	<u>30.00%</u>	x	<u>\$5,040.00</u>	=	<u>\$1,512.00</u>

**Reimbursables**

<u>Itemized</u>	Quantity	Units		Rate		
Proctor	4	each @		\$250.00	=	\$1,000.00
Gradation	6	each @		\$100.00	=	\$600.00
Sand equivalency	4	each @		\$95.00	=	\$380.00
Dust Ratio	2	each @		\$40.00	=	\$80.00
Fracture Face	4	each @		\$65.00	=	\$260.00
Asphalt Extraction Gradation	2	each @		\$250.00	=	\$500.00
Volumetric Val Density	2	each @		\$500.00	=	\$1,000.00
Uncompacted Voids	1	Each @		\$180.00	=	\$180.00
Cylinders Compressive	50	each @		\$24.00	=	\$1,200.00
Ferry Passage	10	each @		\$48.65	=	\$486.50

**Reimbursables Total** **\$5,686.50**

**Grand Total** **\$20,016.23**

Prepared By: Deane Ramsdell Date: November 9, 2017



**Washington State  
Department of Transportation**

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

May 10, 2017

Materials Testing & Consulting, Inc.  
2118 Black Lake Blvd. SW  
Olympia, WA 98512

Subject: Acceptance FYE 2016 ICR – Risk Assessment Review

Dear Deane Ramsdell:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2016 ICR of 154.32%. This rate is applicable to Washington Local Agency Contracts only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

Jonson, Erik

A handwritten signature in black ink, appearing to read "Erik K. Jonson".

**ERIK K. JONSON**  
Manager, Consultant Services Office

EKJ:kms

## **EXHIBIT B**

### **SCOPE OF WORK**

#### **TOWN OF FRIDAY HARBOR TUCKER AVENUE RECONSTRUCTION PHASE 2 CONSTRUCTION MANAGEMENT SERVICES (SUPPLEMENTAL AGREEMENT NO. 1)**

#### **PROJECT UNDERSTANDING**

Gray & Osborne (Consultant) will provide construction management and inspection services for the Town of Friday Harbor's (Agency) Tucker Avenue Reconstruction Phase 2 project. The services to be provided include contract administration, submittal review, field observation and documentation, material testing and miscellaneous construction management support services, including construction documentation, Project Management Review (PMR) support and project closeout assistance. The Agency's contractor (Contractor) will provide construction staking. The Washington State Department of Ecology Construction Stormwater General Permit will be transferred to the Agency's Contractor; the Contractor is responsible for all monitoring and reporting required by the permit.

This scope and fee proposal assumes 100 working days (8 hours a day) of full time inspection to complete the work.

The scope of work is limited to the items identified herein.

1. **Project Management** – Provide overall project management to include resource allocation management, subconsultant management, and coordination with the Town and San Juan County. San Juan County is the Certification Acceptance (CA) Agency for this project.
2. **Contract Administration**
  - a. **Develop and maintain Web-based Construction Management System (CMS).** The CMS software is designed to host and track construction project documentation. The Agency, and Contractor will need to use the referenced browser and software programs to access the CMS. The Consultant will provide the project team secure passwords.
  - b. **Track, review and evaluate Request for Information from Contractor.** Coordinate responses with Engineer of Record, where required. Manage responses to RFIs.

- c. Evaluate Contractor's Schedule of Values for lump sum items and verify allocations are made in accordance with the requirements of the Contract Documents.
- d. Provide miscellaneous office support to include review of submittals, request to sublet, statement of intent to pay prevailing wages, certified payroll report; and other miscellaneous items to support Contractor inquiries, field activities, contract requirements, and City requests.
- e. Prepare monthly progress estimates and review with Contractor and Agency. Review Contractor's pay requests and provide a recommendation to the Agency.
- f. Prepare change orders. Represent the Agency's interest in negotiation of change order with the Contractor. Estimate and/or record quality measurements of material, equipment and manpower for determining costs for change orders. Coordinate with San Juan County or WSDOT to obtain Blue Book rates on equipment as may be applicable. Prepare change orders for execution by the Town and Contractor subject to approval of the Agency, and San Juan County. This task does not include any work for new or additional design tasks nor additional survey work as may be related thereto depending on the nature of the change order. Consultant has budgeted for up to three change orders.
- g. Conduct project closeout paperwork to include: punchlist walk through; Notice of Substantial and Physical Completion; final closeout; and final review with WSDOT Local Programs.

### 3. Field Observation

- a. Provide on-site observation services to observe the progress of the work and determine, in general, that the work is proceeding in accordance with the Contract Documents and notify Contractor of non-compliance. Review means and methods employed by Contractor, and materials delivered to the site.
- b. Provide observation documentation in accordance with the LAG Manual to include: Inspector's Daily Report, Weekly Quantity Reports, Weekly Working Day Reports, and Daily Report of Force Account Worked, and Employee Interview Report. Confirm quantities for payment daily with Contractor in the field.



- c. Establish communication with adjacent property owners and other utility. Respond to questions from various stakeholders during the course of the project.
  - d. Coordinate with Agency staff as needed to support Contractor's construction activities.
  - e. Conduct weekly construction meetings with the Contractor, Agency, Agency's representative, utilities, and other stakeholders deemed necessary to help facilitate construction and construction coordination. The Resident Inspector will attend weekly construction meetings. The project manager has been budgeted to attend 2 weekly meetings.
  - f. At substantial completion, and prepare a punchlist of items to be completed or corrected in coordination with the Agency.
4. Provide material testing services by a qualified subconsultant (MTC, Inc.).
- a. Estimated testing frequency shown in Exhibit A-2.
5. Management Reserve Fund – The purpose of the Management Reserve Fund is to provide limited additional services as may be desired by the Agency, but either (1) not anticipated at this time, or (2) anticipated but not able to clearly define. This work may include additional meetings, and/or site visits, additional material testing services, miscellaneous office support, enhanced inspection services, or work items related to and/or as may be further required for this project. The Consultant shall not incur costs or utilize any portion of these funds without specific and further written authorization from the Agency.

**ITEMS TO BE FURNISHED BY AGENCY**

- 1. Office space for resident inspector, access to internet, and copy machine.

**DOCUMENTS TO BE FURNISHED BY THE CONSULTANT**

At the conclusion of the construction phase effort and during the course of the project as applicable, the Engineer will deliver to the Agency the following documents:

- 1. Completed set of construction files complying with LAG Manual requirements.
- 2. Record Drawings, electronic file.