



Project title: Reservoir 3 Structural Improvements; Amendment 1 to Professional Services Agreement with Brown & Caldwell

City Council Agenda Item Cover Sheet

Council Bill #

Agenda dates requested:

April 27, 2022

Briefing

Proposed action

Consent

Action

Ordinance

Public hearing

Yes

No

Budget amendment:

Yes

No

PowerPoint presentation:

Yes

No

Attachments:

Amendment

Department(s) involved:

Public Works

Contact person:

Randy Loveless

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rloveless@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Amendment to Professional Services Agreement

Project: Reservoir 3 Structural Improvements

Partner/Supplier: Brown and Caldwell

Location: Reservoir #3, 6107 Berkshire Rd.

Preceding action: Professional Services Agreement, 7/08/2020

Fund: 336 - Water and Sewer System Improvements

Fiscal summary statement:

The total cost of this agreement will be charged to Fund 336, Program 016 as established by Ordinance No. 3815-21.

Project summary statement:

Reservoir 3 is a critical component of the City's water distribution system. The 20-million-gallon reservoir serves as a primary distribution hub serving Alderwood Water, the City's Evergreen Pump Station, and many local customers in South Everett.

The concrete structure covering Reservoir 3, which was built in the 1980s, needs structural repairs. Due to the nature and extents of the damage and the need to minimize the downtime of the reservoir during construction of the repairs, Progressive Design-Build (PDB) was selected as the best delivery method for this project.

Progressive Design-Build project delivery enables the City to sign a contract for design and pre-construction services (Phase 1) and then amend that contract to include a Guaranteed Maximum Price (GMP) for construction (Phase 2) after design is partially completed. The City is under contract for Phase 1 services currently and construction is expected to occur this fall.

Brown and Caldwell was retained as the City's Owner Advisor to assist staff in developing PDB contract and procurement documents and securing state approval for using PDB for this project, and providing additional assistance during negotiation of the Phase 1 contract. This amendment extends the duration of the contract and adds \$25,000 in additional compensation for assisting the City with GMP negotiation and providing Construction Support Services.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment 1 to the Professional Services Agreement with Brown and Caldwell for Owner Advisor services related to procurement of a Progressive Design-Build contractor for Reservoir 3 structural repairs.

**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EVERETT
AND BROWN & CALDWELL**



This Amendment No. 1 is dated for reference purposes 2022. It is by and between the City of Everett, a municipal corporation under the laws of the State of Washington (“City”) and Brown & Caldwell (“Service Provider”).

RECITALS

A. The City and Service Provider are parties to the Professional Services Agreement dated July 22, 2020 (the “Agreement”).

B. The City and the Service Provider desire to amend the Agreement for the purpose of extending the contract duration and increasing the total compensation to include GMP Negotiation and Construction Support Services outlined in Exhibit A.

AGREEMENT

The City and Service Provider agree as follows:

1. The Agreement is modified so that time of beginning and completion are as follows:

Time of Beginning and Completion of Performance: This Agreement shall commence as of the date of execution of this Agreement and shall be completed by 12/31/2023.

2. The Agreement is modified so that total compensation, including all services and expenses, shall not exceed One Hundred Twenty-Four Thousand Six Hundred Sixty-Eight Dollars (\$124,668).
3. Regardless of the date(s) on which this Amendment is signed by the parties, the parties agree that the Agreement has been continuously in effect since July 22, 2020.
4. This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Execution and delivery of this Amendment by the parties shall be legally valid and effective through any combination of: (i) executing and delivering a paper copy, (ii) transmitting the executed paper copy by email in pdf format or other electronically scanned format, or (iii) execution and transmittal by AdobeSign or DocuSign or similar e-signature method.
5. All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment.

**CITY OF EVERETT
WASHINGTON**

BROWN & CALDWELL

By: _____
Cassie Franklin, Mayor

Signature: Stephen B. Anderson

Typed/Printed Name: Stephen Anderson

Date

Title: Senior Vice President

21 March, 2022
Date

ATTEST:

Sharon Fuller, City Clerk
Date: _____



EXHIBIT A: SCOPE OF WORK

CITY OF EVERETT RESERVOIR 3 COVER REPAIRS GMP Negotiation and Construction Support Services

INTRODUCTION

This scope of work describes the additional scope and fee associated with Guaranteed Maximum Price (GMP) Negotiation Support Services for the City of Everett's Reservoir 3 Structural Improvements Progressive Design-Build (PDB) project. This effort was outside the scope initially developed for the project. See Exhibit A of the original agreement for scope and fee included in the original agreement.

SCOPE SUMMARY

Brown and Caldwell has been serving as the City's Owner Advisor for this project. The PDB process involves negotiating and establishing a GMP for the project once the design has progressed enough to adequately define the design-builder's work that is required to meet the stated project goals.

Task 8 – GMP Negotiation Support Services, Fee = \$15,000

Brown and Caldwell will provide GMP negotiation support to the City, which may include the following activities, as requested by the City:

1. Reviewing the Design-Builder's submitted GMP pricing information.
2. Providing written feedback and recommendations to the City in a brief memorandum,
3. Assisting with GMP negotiations.
4. Providing reviews for pricing and scope for the City's negotiation of any early-works packages.
5. Providing general advice on project related topics or issues, as identified by the City.

Services will be provided as requested by the City and limited to the number of labor hours available in Consultant's budget.

Task 9 – Construction Support Services, Fee = \$10,000

Brown and Caldwell will assist the City on an as-requested basis during the construction phase of the project, limited to the number of labor hours available in Consultant's budget. Technical review of contractor submittals and RFIs is not anticipated, nor included in this scope. Support may include change order review, CPARB project reporting requirements, workshop facilitation, contract compliance, and general advice on project-related topics specific to construction.

EXHIBIT A: SCOPE OF WORK (continued)

Phase	Phase Description	Tangora, Patricia A	Weber, Patrick C	Lukratka, William R	Turner, Scott A	Total Labor Hours	Total Labor Effort	Total Effort
		\$295.00	\$268.60	\$268.53	\$249.73			
Original Contract (previously authorized)								
Task 8	GMP Negotiations Support Services	24	22	4	4	54	15,000	15,000
Task 9	Construction Support Services	16	20	-	-	36	10,000	10,000
AMENDMENT 1 TOTAL		39	42	4	4	89	25,000	25,000
GRAND TOTAL								124,668

Hours and Dollars are rounded to nearest whole number.