

**RESOLUTION NO. 1428**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE THE WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION SUPPLEMENTAL AGREEMENT NO. 1, AUTHORIZING ANDERSON  
PERRY & ASSOCIATES, INC., TO PERFORM CONSTRUCTION ADMINISTRATION SERVICES  
ASSOCIATED WITH CONSTRUCTION PHASE OF THE S. 3RD STREET SIDEWALK  
REPLACEMENT PROJECT**

**WHEREAS**, the City of Dayton entered into an agreement with Anderson Perry & Associates, Inc., on October 16, 2019, to perform engineering services in the design of the S. 3rd Street Sidewalk Replacement Project design; and

**WHEREAS**, the construction phase of the project will begin approximately September 1, 2020; and

**WHEREAS**, the S. 3rd Street Sidewalk Replacement Project is partially funded with federal funding; and

**WHEREAS**, the City desires to contract with Anderson Perry & Associates, Inc., to for construction administration services to ensure that the project is completed as designed and that all federal requirements are met in constructing the S. 3rd Street Sidewalk Replacement Project.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** That the Mayor is hereby authorized to execute on behalf of the City of Dayton the Washington State Department of Transportation Supplemental Agreement No. 1, authorizing Anderson Perry & Associates, Inc., to perform construction administration services associated with the construction phase of the S. 3rd Street Sidewalk Replacement Project in the form attached hereto as Exhibit "A."

**Section 2.** That the Mayor or designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

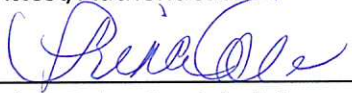
**Section 3.** That this resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and signed this 19 day of August, 2020.

CITY OF DAYTON

  
Zachary "Zac" Weatherford, Mayor

Attest/Authenticate:



Trina Cole, City Administrator



**Washington State  
Department of Transportation**

<b>Supplemental Agreement Number 1</b>		Organization and Address	
Original Agreement Number 918-158		Anderson Perry & Associates, Inc. 214 East Birch Street Walla Walla, Washington 99362 Phone: 509-529-9260	
Project Number TAP-A076(001)	Execution Date	Completion Date December 31, 2021	
Project Title South 3rd Street Sidewalk Replacement	New Maximum Amount Payable \$60,000		
Description of Work This supplemental agreement will include construction administration services. This work will include submittal reviews, addressing contractor questions, construction site visits, limited on-site construction observation, construction meetings, construction staking, construction documentation, and preparation of construction Record Drawings.			

The Local Agency of City of Dayton, Washington

desires to supplement the agreement entered in to with Anderson Perry & Associates, Inc.

and executed on October 16, 2019 and identified as Agreement No. 918-158

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:

Services include providing construction administration services. See the attached Exhibit A for a detailed Scope of Work.

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: All deliverables to be provided to the AGENCY no later than December 31, 2021.

**III**

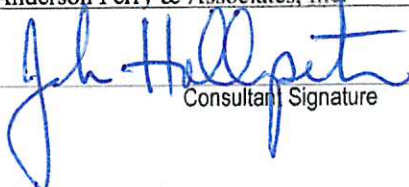
Section V, PAYMENT, shall be amended as follows:

The cost for this supplemental agreement is \$30,000. This modifies the total contract amount from \$30,000 to \$60,000. See the attached Exhibit B for a budget summary.

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: Anderson Perry & Associates, Inc.

  
Consultant Signature

By: City of Dayton, Washington

  
Approving Authority Signature  
Aug. 19, 2020  
Date

### Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$9,542	\$8,733	\$18,275
Overhead (Including Payroll Additives)	\$16,624	\$13,952	\$30,576
Direct Non-Salary Costs	\$590	\$4,346	\$4,936
Fixed Fee	\$3,244	\$2,969	\$6,213
Total	\$30,000	\$30,000	\$60,000



## **EXHIBIT A**

### **CITY OF DAYTON, WASHINGTON SOUTH 3RD STREET SIDEWALK REPLACEMENT CONSTRUCTION ADMINISTRATION SERVICES**

#### **SCOPE OF WORK**

##### **BACKGROUND**

This project generally includes the tasks required to provide construction administration services for the City of Dayton's (AGENCY) South 3rd Street Sidewalk Replacement project, which generally includes new sidewalks, Americans with Disabilities Act (ADA) ramps, and associated improvements on South 3rd Street.

In general, construction administration services will include the following key components and deliverables:

- Construction Management and Administration
- Review and Approve Material Submittals
- Review Contractor Monthly Pay Estimates
- Schedule and Attend On-Site Construction Meetings
- Review Contractor Proposals for Alternate "Or Equal" Materials
- Periodic Part-Time On-Site Construction Observation
- Daily Observation Reports
- Track Bid Item Quantities
- Limited Construction Staking
- Materials Testing
- Conduct Final Project Walk-Through
- Prepare Project Closeout Paperwork
- Prepare Construction Record Drawings
- Supplemental if Requested – Additional on-site construction observation, participation in public meetings, or other services as requested.

##### **DUTIES AND RESPONSIBILITIES OF ANDERSON PERRY & ASSOCIATES, INC. (CONSULTANT)**

###### **TASK 1 - PROJECT ADMINISTRATION**

The CONSULTANT will oversee project tasks and coordinate with AGENCY representatives to manage the project's scope, schedule, and budget.

###### **1.1 Contract Administration, Invoicing, and Progress Reports**

1. Prepare and submit monthly invoices. Each invoice will include the date period covered by the invoice, the number of hours worked during the billing period, with billing rates shown, expenses and associated markups, and the total cost for labor and expenses.

2. Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include the date period covered by the report and a brief summary of the work performed during the billing period.
3. Project management. General coordination with the AGENCY, subconsultants, other consultants, and stakeholders as well as ongoing monitoring of tasks and resources.
4. Maintain all contract-required documentation. Provide copies of project files and records to the AGENCY for audits and public information requests. All final documents will be provided in electronic format as requested.

**Deliverables**

- ☐ Monthly Invoices and Project Status Reports
- ☐ Project Documentation

**TASK 2 - CONSTRUCTION ADMINISTRATION**

**2.1 Construction Management and Administration**

The CONSULTANT will provide complete construction management and administration services. The CONSULTANT will act as the AGENCY's representative. Construction management and administration duties will include the following:

1. Attend the preconstruction conference and provide meeting minutes.
2. Coordinate and provide oversight for all on-site observation services.
3. Receive, review, maintain, and approve all material submittals. Copies of all submittal correspondence will be provided to the AGENCY.
4. Receive, review, and determine the acceptability of any and all schedules provided by the Contractor including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
5. Review and process Change Orders.
6. Review the Contractor's proposed Monthly Pay Estimates and provide the Monthly Pay Estimates to the AGENCY for review and approval.
7. Schedule and attend on-site construction meetings and provide meeting minutes.
8. The CONSULTANT will provide construction staking for the project as defined in the Contract Documents. This effort shall generally include one initial set of curb stakes and finish grade stakes.
9. The CONSULTANT shall coordinate and arrange for materials testing as defined in the Contract Documents.

**Deliverables**

- ☐ Preconstruction Conference Meeting Minutes
- ☐ Copies of Approved Material Submittals
- ☐ Copies of all Contractor Schedules
- ☐ Construction Change Orders
- ☐ Monthly Pay Estimates
- ☐ On-Site Construction Meeting Minutes
- ☐ Copies of all Written Communications with the Contractor

## 2.2 Construction Observation

The CONSULTANT will provide periodic part-time on-site construction observation services. The CONSULTANT's Construction Representative will be the CONSULTANT's agent for the project and will act as directed by, and under the supervision of, the CONSULTANT. The Construction Representative's dealings in matters pertaining to the Contractor's work in progress will in general be with the CONSULTANT and Contractor, keeping the AGENCY advised as necessary. The Construction Representative's dealings with subcontractors will only be through, or with the full knowledge and approval of, the Contractor. The Construction Representative will generally communicate with the AGENCY with the knowledge of and under the direction of the CONSULTANT. The CONSULTANT's Construction Representative responsibilities will include the following:

1. Serve as the CONSULTANT's liaison with the Contractor, working principally through the Contractor's superintendent. Assist the CONSULTANT in serving as the AGENCY's liaison with the Contractor when the Contractor's operations affect the AGENCY's on-site operations.
2. Assist in obtaining additional details or information from the AGENCY when required for proper execution of the work.
3. Assist in providing information regarding the intent of the Contract Documents.
4. Report to the CONSULTANT when clarifications and/or interpretations of the Contract Documents are needed. Transmit any clarifications and/or interpretations issued by the CONSULTANT to the Contractor.
5. Consider and evaluate the Contractor's suggestions for modifying the Drawings or Specifications and report such suggestions, together with the on-site project representative's recommendations, to the CONSULTANT. Transmit to the Contractor in writing decisions issued by the CONSULTANT.
6. Conduct on-site project observation to ensure all work is completed in accordance with the Contract Documents. Advise the CONSULTANT of any special conditions encountered.
7. Coordinate with the CONSULTANT in advance of scheduled major inspections, tests, and system startups. Verify that appropriate AGENCY personnel are present and that adequate records are kept for necessary testing.
8. Prepare a daily report recording all pertinent information such as the Contractor's hours on site, weather conditions, data relative to potential Change Orders, Field Orders, or changed conditions, site visitors, daily activities, and decisions.
9. Immediately notify the CONSULTANT of any site accidents, emergencies, acts of God endangering the work, or property damage.
10. Review the Contractor's pay estimates to ensure work being paid for is completed. Track and process materials-on-hand in accordance with the Contract Documents.
11. Track bid item quantities daily.

### **Deliverables**

- ☐ Daily Observation Reports
- ☐ Bid Item Quantities Tracking



### **TASK 3 - PROJECT CLOSEOUT**

1. The CONSULTANT will conduct a pre-final walk-through, complete substantial completion paperwork, and prepare a project punch list.
2. The CONSULTANT will conduct a final project walk-through and prepare project closeout paperwork.
3. The CONSULTANT will prepare and submit construction Record Drawings from the red line drawings provided by the Contractor.

#### **Deliverables**

- ☐ Substantial Completion Paperwork
- ☐ Project Punchlist
- ☐ Project Closeout Paperwork
- ☐ Construction Record Drawings (one full size paper copy and one electronic pdf copy)

### **PROJECT ASSUMPTIONS**

The following assumptions apply to this Scope of Work:

1. No community outreach or public involvement is included in this Scope of Work.
2. The AGENCY will identify a specific AGENCY representative for this project.

### **ADDITIONAL SERVICES**

This section of the agreement is for additional services not identified in the CONSULTANT's Scope of Work. Potential additional scope the AGENCY may consider includes additional on-site construction observation, participation in public meetings, or other services as requested.



**EXHIBIT B**  
**CITY OF DAYTON, WASHINGTON**  
**SOUTH 3RD STREET SIDEWALK REPLACEMENT**  
**CONSTRUCTION ADMINISTRATION SERVICES**  
**PRIME CONSULTANT COST COMPUTATIONS**

**DIRECT SALARY COST (DSC) :**

<u>Classification</u>	<u>Estimated Hours</u>	<u>Range</u>	<u>Average Rate</u>	<u>Cost</u>
Senior Engineer VI-VIII	10	50-54	\$ 50.00	\$ 500.00
Senior Engineer I-III	75	41-44	\$ 43.00	\$ 3,225.00
Project Representative I-II	150	24-28	\$ 26.00	\$ 3,900.00
Senior Technician I-II	12	26-30	\$ 28.00	\$ 336.00
Professional Surveyor IV-V	5	40-46	\$ 44.00	\$ 220.00
Survey Crew Chief I-III	12	22-28	\$ 25.00	\$ 300.00
Survey Technician I-III	12	17-23	\$ 21.00	\$ 252.00
<b>Total DSC</b>				<b>\$ 8,733</b>

**OVERHEAD (OH Cost -- including Salary Additives):**

OH Rate x DSC of	159.76%	X	\$ 8,733	\$ 13,952
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**FIXED FEE (FF):**

FF Rate x DSC of	34.00%	X	\$ 8,733	\$ 2,969
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**REIMBURSABLES:**

Materials Testing	\$ 3,000
Exhibits, Mileage, Misc.	\$ 1,346
	<b>\$ 4,346</b>

**TOTAL SUPPLEMENTAL AGREEMENT NO. 1 AMOUNT:**

**\$ 30,000**



**Washington State  
Department of Transportation**

Development Division  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

February 4, 2020

Anderson Perry & Associates, Inc.  
P.O. Box 1107  
La Grande, OR 97850

Subject: Acceptance FYE 2018 ICR – Risk Assessment Review

Dear Timothy Cox:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2018 ICR of 159.76% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington 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 your 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;

ERIK K. JONSON  
Contract Services Manager

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