

**AMENDMENT NO. 3**  
**PROFESSIONAL SERVICES AGREEMENT**  
**FOR ENGINEERING DESIGN SERVICES**  
**MCALLISTER WELLFIELD –PROJECT # CW57 AND**  
**MCALLISTER WELLFIELD CORROSION CONTROL FACILITY –PROJECT # 1207P**

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THIS AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between the CITY OF OLYMPIA, a Washington municipal corporation (the “City”), and GRAY & OSBORNE, INC, a Washington state corporation (the “Contractor”).

**Recitals**

1. On March 14, 2012, the City and the Contractor entered into a *Professional Services Agreement for Engineering Design Services* (“Agreement”).
2. The term of the Agreement was to run until December 31, 2015, with compensation not to exceed One Million Three Hundred Twenty Seven Five Hundred Eighty One and No/100 dollars (\$1,327,581).
3. The Agreement also provided that its terms could be “extended for additional periods of time upon the mutual written agreement” of the City and Contractor, and that modification of its terms need to be in writing and signed by both parties.
4. Amendment No. 1 increased compensation by \$298,002 to provide for additional services and extended the term of the Agreement to December 31, 2016.
5. Amendment No. 2 extended the term of the Agreement to December 31, 2017.
6. The City and the Consultant desire to amend the Agreement to increase its compensation by \$29,400 for additional consultant services and to increase its term.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Section 1 of the Agreement, SERVICES, is hereby amended to read as follows:

1. Services.

- Contractor shall provide the services more specifically described in Exhibit "A," Amendment No. 1 Exhibit "A," and Amendment No. 3 Exhibit "A" entitled Scope of Work, attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Section 2 of the Agreement, TERM, is hereby amended to read as follows:

2. Term of Agreement.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than ~~December 31, 2016~~ June 30, 2018. This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. Section 4 of the Agreement, COMPENSATION, is hereby amended to read as follows:

4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed ~~One Million Six Hundred Twenty Five Thousand Five Hundred Eighty Three and No/100 Dollars (\$1,625,583)~~, One Million Six Hundred Fifty Four Thousand Nine Hundred Eighty Three and No/100 Dollars (\$1,654,983), calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel attached hereto as Exhibit "B," Amendment No. 1 Exhibit "B," and Amendment No. 3 Exhibit "B."

4. All remaining provisions of the *Professional Services Agreement for Engineering Design Services* dated March 14, 2012 and not here amended or supplemented shall remain as written in said Agreement, and shall continue in full force and effect.

IN WITNESS WHEREOF, the City and the Consultant have executed this **Amendment No. 3** of the Agreement as of the date and year written above.

**CITY OF OLYMPIA**

By: \_\_\_\_\_  
Steven R. Hall, City Manager  
P.O. Box 1967  
Olympia, WA 98507-1967  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

Darren Nienaber  
\_\_\_\_\_  
Darren Nienaber, Deputy City Attorney

**GRAY & OSBORNE, INC**

By: Michael B. Johnson  
\_\_\_\_\_  
Michael B. Johnson, P.E., President  
701 Dexter Avenue North, Suite 200  
Seattle, WA 98109  
(206) 284-0860  
Date: 9/13/17

## **AMENDMENT NO. 3**

### **EXHIBIT "A"**

#### **SCOPE OF WORK**

#### **CITY OF OLYMPIA McALLISTER WELLFIELD CORROSION CONTROL PROJECT ADDITIONAL ENGINEERING SERVICES**

The City of Olympia is in the process of constructing the McAllister Wellfield Corrosion Control Project. Gray & Osborne has been providing construction management services for the project. Due to the following issues, we have expended the current budgeted funds for design and construction management of this project:

1. The City was required to obtain an air permit from the Olympic Region Clean Air Agency for the new corrosion control facility. This permit was not anticipated in the original scope and took substantial additional effort since the Agency does not commonly regulate this type of facility.
2. During excavation of the existing reservoir piping, the configuration of the piping was found to be different than was identified on the record drawings. Gray & Osborne worked with the contractor to develop alternative connection details and construction sequencing to allow the connection to be made, including design of an additional thrust block.
3. Due to the changes to the inlet valve vault caused by the reservoir piping redesign, the vault could no longer be provided as a pre-cast vault. Gray & Osborne designed a cast-in-place vault for the new vault location.
4. Since the City's construction inspector retired at the end of May, Gray & Osborne has been assisting the City with additional on-call inspection of important construction items and also providing additional coordination with the contractor and resolution of construction issues that would otherwise have been handled by the City's inspector.

Due to the above issues, Gray & Osborne requests that the budget for the Corrosion Control Project be amended to be increased by \$29,400 per the attached Exhibit B.

**AMENDMENT NO. 3**

**EXHIBIT "B"**

**City of Olympia McAllister Wellfield Project  
Estimated Project Cost Summary**

<b>Task Description</b>	<b>Original Contract</b>	<b>Change with Amendment No.1</b>	<b>Revised Contract Amount</b>	<b>Change with Amendment No. 3</b>	<b>Revised Contract Amount</b>
Task 1 - Hydrogeology, Well Drilling, and Pre-Design Services	\$433,659	(\$58,000)	\$375,659		\$375,659
Task 2 - City of Olympia / Nisqually Tribe Joint Pre-Design Services	\$19,576	\$0	\$19,576		\$19,576
Task 3 - Wellfield Design Engineering Services	\$483,867	\$0	\$483,867		\$483,867
Task 4 - Corrosion Control Analysis	\$88,344	(\$14,000)	\$74,344		\$74,344
Task 5 - Wellfield Construction Management Services	\$142,765		\$142,765		\$142,765
Task 6 - Control Programming Services	\$79,370		\$79,370		\$79,370
Task 7 - Management Reserve	\$80,000		\$80,000		\$80,000
Task 8 - Corrosion Control Facility Design, CM, and Startup Services	\$0	\$370,002	\$370,002	\$29,400	\$399,402
<b>Total Estimated Cost</b>	<b>\$1,327,581</b>	<b>\$298,002</b>	<b>\$1,625,583</b>	<b>\$29,400</b>	<b>\$1,654,983</b>

Amendment No. 3 will increase the contract amount by \$29,400 for a total contract amount of \$1,654,983.

**EXHIBIT "B"**

**McAllister Wellfield Corrosion Control Project  
Additional Engineering Services**

<b>Tasks</b>	<b>Principal Hours</b>	<b>Project Mgr. Hours</b>	<b>Project Eng. Hours</b>	<b>Civil Eng. Hours</b>	<b>Structural Eng. Hours</b>	<b>Electrical Eng. Hours</b>	<b>Mech. Eng. Hours</b>	<b>Environmental Technician Hours</b>	<b>CADD Tech. Hours</b>
1. ORCAA Air Permitting Services	1	4	8	8				24	16
2. Piping Tie-in Changes	1	16	8	24	4				24
3. Design of Inlet Valve Vault	1	4		8	24				24
4. Additional Assistance Due to City Inspector Retirement		16	8	16	8	4			
Hour Estimate:	3	40	24	56	36	4	0	24	64
Hourly Billing Rate Range	\$130-\$175	\$125-\$140	\$120-\$135	\$70-\$115	\$95-\$150	\$125-\$165	\$85-\$115	\$70-\$100	\$40-\$90
Fully Burdened Hourly Rates:	\$175	\$140	\$127	\$112	\$144	\$158	\$112	\$90	\$88
Labor Cost:	\$525	\$5,600	\$3,048	\$6,272	\$5,184	\$632	\$0	\$2,160	\$5,632

Subtotal Labor Cost:

\$29,053

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ IRS Rate)

\$347

**TOTAL ESTIMATED COST:**

**\$29,400**