


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 9, 2013

AGENDA ITEM: Supplemental Professional Services Agreement with Murray, Smith & Associates for Professional Engineering Services	
PREPARED BY: Patrick Gruenhagen, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Engineering	
ATTACHMENTS: <ul style="list-style-type: none">• Professional Services Agreement Supplement No. 1	
BUDGET CODE: 40220594.563000 W1302	AMOUNT: \$258,833.00

SUMMARY:

This Professional Services Agreement supplement with Murray, Smith & Associates provides the framework for provision of engineering services that will allow completion of final design on the City's Sunnyside Well Filtration Project. Supplement No. 1 will therefore pick up where work under the original agreement left off, allowing the City to advance design of the new treatment facility from 50% to 100% completion. Staff anticipates that this work should be complete by the fall of 2014, pending final approval by the Department of Health, which will then pave the way for the City to move forward with construction.

The present schedule contemplates that the new Plant should be operational by the summer of 2015, at which point the City's reliance on (costlier) City of Everett / JOA water can be reduced. In this fashion the project is anticipated to pay for itself – to "break even" – within the course of approximately six years.

RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign Professional Services Agreement Supplement No. 1 in the amount of \$258,833.00 with Murray, Smith & Associates, Inc.

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF MARYSVILLE
AND
MURRAY, SMITH & ASSOCIATES, INC.**

This Supplemental Agreement No. 1 is made and entered into on the _____ day of December, 2013, between the City of Marysville, hereinafter called the "City" and Murray, Smith & Associates, Inc., hereinafter called the "Consultant."

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for the Sunnyside Well Treatment Project, hereinafter called the "Project," said Agreement being dated April 8, 2013; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide for completion of final design, environmental studies, and permitting for the Project, and to amend the total amount payable for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated April 8, 2013 shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in Exhibit A-1, attached hereto and by this reference made part of this Supplemental Agreement No. 1.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY," Paragraph IV.I "PAYMENTS," the second sentence is amended to include the additional Consultant fee of \$258,833.00 and shall read as follows: "...shall the compensation paid to Consultant under this Agreement exceed \$612,171.00 without the written agreement of the Consultant and the City."

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement	\$353,338.00
Supplemental Agreement No.1	\$258,833.00
Grand Total	\$612,171.00

3. Article III, Section III.3 of the Original Agreement, "TERM," is amended to provide that all work shall be completed by December 1, 2014.

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 1 as of the day and year first above written.

CITY OF MARYSVILLE

MURRAY, SMITH & ASSOCIATES, INC.

By: _____
Mayor

By: Thomas C. Elly
Its Principal Engineer

ATTEST/AUTHENTICATED:

City Clerk

APPROVED AS TO FORM:

Marysville City Attorney

**SUPPLEMENT NO. 1
TO
SCOPE OF WORK
FOR
ENGINEERING SERVICES FOR FINAL DESIGN COMPLETION
SUNNYSIDE WELLS TREATMENT FACILITIES
CITY OF MARYSVILLE, WA**

BACKGROUND

This Supplement No. 1 to the Sunnyside Wells Treatment Facilities Design project represents final design engineering, permitting and bidding services provided by Murray, Smith & Associates, Inc. (MSA) for the City of Marysville (City). The preliminary engineering work program consisting of pilot and well pump capacity testing, geotechnical investigation, and preliminary design through 50% percent completion is underway and will be completed in early 2014. In order to meet the previously established timelines for the final design and construction of these improvements, work to accommodate permitting and environmental reviews must begin in early 2014.

Scope of Work

The services defined herein consist of the following major tasks:

- Task 1 – Project Management and Coordination
- Task 2 – Final Design
- Task 3 – Permitting and Environmental Reviews
- Task 4 – Bidding and Award

Task 1 –Project Management and Meetings

Work under this phase includes project management and meetings for the remaining final design, permitting, and bidding services. These services are anticipated to begin following City review and approval of the 50% design currently underway. Specific tasks include:

1.1 – Correspondence and Communication with the City

MSA's Project Manager will serve as the primary design team point of contact and will maintain regular communication with the City concerning project issues, schedule, and work products. Electronic records of project decisions will be maintained. Coordination of subconsultant work and communications with permitting/regulatory agencies will be done in an efficient manner that promotes adherence to project schedule.

1.2 – Staff, Subconsultant, and Budget Management

MSA's Project Manager will manage project staff and subconsultants to ensure compliance with project schedule and budget as well as scheduled deliverables. This management work will involve updating the project work plan and establishing team resource allocation using MSA accounting and management software. Monthly invoicing and budget monitoring reports will be prepared under this subtask. MSA's Project Manager will also coordinate subconsultant activities and work products.

1.3 – QA/QC Program

MSA will conduct quality reviews of all project deliverables in adherence with company policies. The Principal-in-Charge will lead the QA/QC program, and will involve other senior staff members as appropriate for the content of work products. QA/QC reviews for the final design development phases are anticipated to include: 90% and 100% contract documents that include plans, specifications, and engineer's estimates (PS&E).

1.4 – Project Meetings

Project meetings anticipated are summarized below:

- City of Marysville Pre-Application Meeting: MSA will attend a pre-application meeting with City of Marysville staff to review project permitting requirements.
- Final Design Milestone Review Meetings: At the 90% design completion level a meeting will be held following a City review period of submitted construction PS&E. A design review comment log will be maintained to document actions taken on City review comments.
- Pre-Bid Meeting: During the bidding period for the general construction contract, MSA will attend and help to facilitate a pre-bid meeting to review the contract documents, conduct a Q&A session with attending potential bidders, and visit the project site.
- Bid Opening: The MSA Project Manager will attend the bid opening and assist the City with performing an initial evaluation of bid responsiveness.

City Responsibilities:

1. Host project meetings at the City Public Works Building.
2. Review draft meeting agenda and minutes and provide comment.
3. Participate in meetings with the consultant team to review and discuss project work.
4. Provide consolidated review comments of project deliverables discussed at meetings.

Assumptions:

1. Each meeting is estimated to have a two-hour duration on average.
2. Two MSA staff will attend all meetings to lead discussions and take minutes. One MSA subconsultant will attend the 90% design review meeting.

Deliverables:

1. Monthly invoicing and project status reports.
2. Workshop/meeting agendas, minutes, and review comment logs. Minutes shall be distributed no later than three business days after the meeting that they cover.

Task 2 – Final Design

This phase of work will serve to continue development of contract documents from the 50% to 90% and 100% completion levels and obtain final agency approvals for construction.

2.1 – Contract Documents: Final Plans, Specifications and Estimates

Following City review and approval of the 50% plans, final plans and specifications will be prepared. Plans and specifications will incorporate the requirements of various anticipated permits and City reviews. 90% design completion level PS&E will be delivered for City review, comment and approval under this task. 90% review comments from the City will be incorporated into the plans and specifications before submitting the contract documents to DOH for approval. 100% PS&E will incorporate all remaining comments from the City and approval agencies and will form the basis for bidding.

- ***90% Design Completion Plans, Specifications, and Estimate*** – Review comments from the 50% design level plans, specifications, and estimate will be incorporated into design documents to the 90% completion level. 90% documents will add in all remaining plan set schedules and details, technical specifications, and more detailed cost estimating quantity takeoffs to form a complete draft set of contract documents for City review. Once City comments are incorporated, contract documents will be submitted to DOH for review and approval of construction documents and Well 1R source approvals.
- ***100% Design Completion Plans, Specifications, and Estimate*** – Final DOH review comments will be incorporated into the 100 percent bid-ready contract plans, specifications and estimate. The contingency level for the opinion of probable cost will be further reduced to a 10 percent level, representative of industry standard for the completed design level.

City Responsibilities:

1. Provide legal review of contract general conditions.

Assumptions:

1. Level of effort and fee estimates for the development of construction contract PS&E documents are based on a preliminary drawing set sheet list and anticipated technical specifications (Exhibit C-1).
2. Plans will be developed in AutoCAD 2012.

3. Bidding, agreement, and general conditions documents within the Project Manual will be provided by MSA and be based on Engineers Joint Contract Documents Committee (EJCDC) standard templates.
4. Technical specifications will be based on the 17 division Construction Specifications Institute (CSI) format.
5. To the extent that it may be feasible and add value, the City and MSA will proactively explore potential incorporation of WSDOT/APWA Standard Specifications and/or General Special Provisions (“GSP’s”) into the contract documents, consistent with past practice by the City on other projects. Care will be taken to ensure that the resulting “blend” of contract specifications (WSDOT/APWA Standard Specifications, GSP’s, EJCDC, CSI) is complementary, and absent any ambiguity or contradictions that could give rise to future confusion or dispute.

Deliverables:

1. Five (5) hardcopies and one electronic copy of 90% PS&E. Plans are assumed to be delivered at 11” x 17” half-scale, but can be produced at full scale upon request. Electronic deliverables will be in PDF format.
2. Five (5) hardcopies and one electronic copy of 100% stamped PS&E for City staff. Plans are assumed to be delivered at 11” x 17” half-scale, but can be produced at full scale upon request. Electronic deliverables will be in PDF format, as well as in original Word, Excel, or AutoCAD file format.
3. Ten (10) hardcopies of 100% stamped PS&E for City retention and distribution to prospective bidders. Plan set copies will be produced at full scale (22" X 34"). MSA will also coordinate with the City’s Plan Center of choice – likely “Builders Exchange of Washington” – to provide them with electronic files and other information necessary to post the 100% PS&E for reference and download by potential bidders.

Task 3 - Permitting

3.1 – Environmental Permitting and Reviews

This task, which includes the subconsultant services of Cultural Resources Consultants and Wetlands Resources, includes preparation of the applications and supporting technical information for environmental permits and project approvals. Documents will be provided to the City for signature and submission to the respective reviewing agency.

- *SEPA Checklist* – Prepare SEPA Checklist and project vicinity figure for the project. It is assumed the City will serve as Lead Agency and accomplish all notifications and record keeping for the SEPA process.
- *Critical Areas Assessment and Wetlands Mitigation Plan* – The proposed treatment facilities at the Sunnyside wells site may potentially impact critical areas (wetlands) that have been previously delineated and adopted into City critical areas mapping. The City’s Critical Areas Management Ordinance requires that a Critical Areas Study and

conceptual mitigation plan will need to be prepared for impacted wetland and buffer areas. MSA assumes that on-site mitigation measures during the site restoration phase of construction will fulfill any mitigation requirements that may be imposed by permitting agencies, and will strive to verify the same during the course of its efforts. A Critical Areas Study and conceptual mitigation plan will be prepared, and the MSA team will work with the City's Community Development department to finalize and gain approval. This subtask will include a site visit and redefinition of potential critical areas meeting current state and local requirements.

- *Prepare Biological Evaluation* – Since the project may potentially impact critical areas by providing an access road across identified wetlands, thus requiring a Corps of Engineers permit, the project will likely trigger the need for a biological evaluation to be prepared in order to support consultation efforts under Section 7 of the Endangered Species Act of 1973 (ESA). The evaluation and determination will be made by Wetland Resources.
- *Prepare JARPA* – This project will likely require the Corps of Engineers to issue a pre-authorized Nationwide Permit 12 under Section 404 of the Clean Water Act due to potential project impacts to wetlands on the site. This task includes preparing and supporting water resource permits required by State and Federal agencies. Application for these permits will be made through a Joint Aquatic Resource Permit Application (JARPA).
- *Cultural Resources Assessment* – Due to the anticipated project permits, a cultural resources assessment (which has not previously been performed on the site) will likely be required and, if so, will be prepared by MSA. This subtask will include: a search of site files recorded at Washington Department of Archaeology and Historic Preservation (DAHP), development of an Area of Potential Effect (“APE”) for the project, field investigation of the project location for identification of any archaeological and historical resources, documentation and recording of archaeological and historic sites within the project area using Washington State archaeological and/or historic site(s) forms, and a technical memo describing background research, field methods, and results of investigations. This report will include an inadvertent discovery plan and management recommendations (suitable for use by the construction management team and the contractor during construction), and provide supporting documentation of findings conforming to DAHP reporting standards.
- *Department of Ecology NPDES Construction Stormwater General Permit* - This subtask includes preparing, coordinating, and submitting the application package (i.e. Notice of Intent, or NOI) and public notice necessary to obtain coverage under the Construction Stormwater Permit administered by Department of Ecology (DOE) under the National Pollution Discharge Elimination System (NPDES). The City will be identified on the NOI as the sole applicant of the permit until public bidding, at which time MSA will coordinate a formal transfer of coverage to include the construction contractor. The provisions of the construction contract will be tailored in order to forewarn potential bidders of this requirement – to equip them with sufficient information to bid the project accordingly – and the timeline (after Award) by which the transfer of coverage must occur. It is anticipated that responsibility for the actual permit transfer will be assigned (via contract) to the contractor, with the transfer of coverage form being included in the construction contract as an appendix.

- *Stormwater Pollution Prevention Plan (SWPPP)* – This subtask includes preparing the materials necessary to complete the construction Stormwater Pollution Prevention Plan (SWPPP) based on the Washington State Department of Ecology (DOE) SWPPP template. The SWPPP will be included in the appendix to the contract documents for the Contractor's use.
- *Stormwater Report* - Prepare preliminary and final stormwater reports meeting City of Marysville requirements.

City Responsibilities:

1. Provide access to Sunnyside site for field investigations.
2. City will prepare applications for all local agency permits, including clearing and grading permits and all building permits.
3. City will pay all costs required to submit permitting documents and applications to include SEPA, JARPA, Cultural Resources Reviews, NDPES Construction Stormwater Permits, and local agency construction permits.

Assumptions:

1. The proposed improvements are compatible with the current land use designations and will not require a separate conditional use permit.
2. NOI and public notice for DOE Construction Stormwater Permit, as described above, will be pursued and completed sufficiently in advance of construction to allow for seamless and timely transfer of the Permit to the contractor.
3. Section 404 permits must obtain a Section 401 water quality certification from the Department of Ecology (DOE) indicating the project will comply with state water quality standards. Because DOE has approved Nationwide Permit 12, no further 401 Certification review is required. We therefore do not anticipate any work associated with the 401 certification requirement.
4. MSA will attend one (1) pre-application meeting with City of Marysville staff to review permitting requirements for this project.
5. MSA will review and respond to permit application comments as required including revisions to plans as required by City reviewers.
6. The Cultural Resources Assessment will be subject to potential review and comment by the Stillaguamish and/or Tulalip Tribes.

Deliverables:

1. Draft and final permit plans for approval.
2. Draft and final SEPA checklist, Critical Areas Assessment and Wetland Mitigation Plan, Biological Evaluation, Cultural Resources Assessment, SWPPP, Stormwater Report, and Department of Ecology NOI.

Task 4 – Bidding And Award

MSA will assist the City during the bidding and award process by providing the following services:

4.1 – Bid Advertisement

Prepare advertisement for public bidding and arrange for transfer of bidding documents to the Builders Exchange of Washington (or other Plan Center as designated by the City). It is assumed that the Plan Center will make the documents available for distribution to prospective bidders, subcontractors, equipment suppliers and other vendors upon request. The City will coordinate publication of the bid advertisement in the Seattle Daily Journal of Commerce (DJC) and other publications as necessary.

4.2 – Bidder Inquiries and Addenda

Respond to questions from bidders, subcontractors, equipment suppliers and other vendors. Maintain a written record of communications. Assist in the preparation of up to four addenda, as necessary.

4.3 – Bid Tabulation and Award Recommendation

Under this task assistance will be provided to the City for evaluation of the bids and preparation of a written bid tabulation summary document. Following a review of qualifications and references, a letter of recommendation for award of the construction contract will be provided.

City Responsibilities:

1. Pay costs associated with bid advertisement and publications.
2. Serve as primary point of contact to contractors during bidding; maintain correspondence log and forward contractor inquiries to MSA.

Assumptions:

1. City-designated Plan Center will maintain a list of planholders for distribution upon request.
2. Up to four Addenda will be prepared and distributed during the bid period. Plan Center will be responsible for distribution of addenda, as necessary, to all planholders, and MSA will coordinate with Plan Center toward that end.

Deliverables:

1. Electronic and hardcopy of advertisement and final contract documents to City-designated Plan Center (likely “Builders Exchange of Washington”).
2. Bid period correspondence log.

3. Electronic and hardcopy for all issued addenda.

Preliminary Drawing List

A preliminary drawing list for the project is included in as Exhibit C-1.

Estimated Schedule

The following project milestones for MSA's services described in this scope of work are estimated and are based on the City's desire to have the project constructed by the end of 2015.

Final Design Plans and Specifications (50%)	March 2014
Final Design Plans and Specifications (90%)	June 2014
Final Design Plans and Specifications (100%)	July 2014