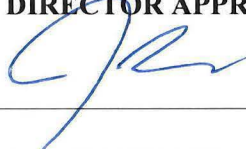


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 10, 2018

AGENDA ITEM:	
State Avenue Corridor Widening Project (100th St. NE to 116th St. NE) - Supplemental Agreement No. 2 with HDR Engineering, Inc. for Engineering Services including Design, Environmental Documentation & Permitting and Right of Way	
PREPARED BY:	DIRECTOR APPROVAL:
Jay Cooke, Project Manager	
DEPARTMENT:	
Public Works / Engineering	
ATTACHMENTS:	
PSA, Supplemental Agreement No. 2	
BUDGET CODE:	AMOUNT:
30500030.563000	\$271,216.98
SUMMARY:	
<p>HDR Engineering, Inc. (HDR) has been providing preliminary and final engineering services to the City on the corridor widening of State Avenue to 5-lanes. Based on the Probable Construction Cost for this project, City Staff decided to split the project into two (2) separate construction bid packages and extend the services contract term to cover the duration of the additional construction bidding phase.</p> <p>The most significant changes include: splitting the project into two (2) separate construction bid packages, revision and preparation of multiple permit applications to accommodate two separate construction projects, revision of property legal description and exhibits to accommodate design changes, design of an underground joint utility trench to accommodate franchise utilities, additional engineering services during the construction bidding phase for the second construction project, additional project management and client coordination associated with extension of the contract term to June 2020 and other project design related items.</p> <p>This supplement agreement increases the original agreement compensation by \$271,216.98 to a total of \$2,407,050.60.</p>	

RECOMMENDED ACTION: Staff recommends that Council authorize the Major to sign and execute the attached Supplemental Agreement No. 2 to the original Professional Services Agreement with HDR Engineering, Inc., increasing the contract total amount and extending the contract term.

**SUPPLEMENTAL AGREEMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND HDR ENGINEERING, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 2 (“Supplemental Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”) and HDR Engineering, Inc., a Nebraska corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for the State Ave. Corridor Improvement Project (100th St NE to 116th St NE) consisting of widening the highway to 5-lanes (the “Original Agreement”), said Original Agreement being dated April 11, 2017 and a supplemental agreement, Supplemental Agree No. 1, dated February 12, 2018; and

WHEREAS, both parties desire to supplement the Original Agreement and Supplement No. 1, by expanding the Scope of Services to provide for splitting the project into two (2) separate construction bid packages, revision and preparation of multiple permit applications, revision of property legal description and exhibits, design of an underground joint utility trench, additional services during the bidding phase for two project bids, additional project management and client coordination associated with extension of the contract term to June 2020 and other project design related items and to provide compensation therefore;

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

1. Exhibit A, as referenced and incorporated in Section 1 of the Original Agreement, “SCOPE OF SERVICES” and Exhibit A-1 of Supplemental Agreement No. 1, shall be amended by Exhibit A-2, attached hereto and by this reference made part of this Supplemental Agreement No. 2, and a part of the Original Agreement.

2. Section 3 of the Original Agreement, “COMPENSATION” as amended by Supplemental Agreement No. 1, is amended to include the additional Consultant fee of \$271,216.98 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$2,407,050.60 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$1,665,545.09
Supplemental Agreement No.1	\$470,288.53
Supplemental Agreement No.2	\$271,216.98
Grand Total	\$2,407,050.60

3. Each and every provision of the Original Agreement for Professional Services dated April 11, 2017, shall remain in full force and effect, except as modified herein.

DATED this _____ day of September, 2018.

CITY OF MARYSVILLE

HDR ENGINEERING, INC.

By _____
Jon Nehring, Mayor

By _____
Paul Ferrier
Its: Vice President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

**State Avenue Corridor Widening Project
(100th Street NE to 116th Street NE)
SUPPLEMENTAL AGREEMENT NO. 2**

**Supplemental Scope of Services for Design,
Environmental Documentation & Permitting and
Right-of-Way Services**

July 2018

City of Marysville

Prepared by:



2707 Colby Avenue, Suite 715
Everett, WA 98201

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INTRODUCTION

During the term of this PROFESSIONAL SERVICES AGREEMENT (AGREEMENT), HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Marysville (CITY) in connection with the following project: **State Avenue Corridor Improvement Project (100th Street NE to 116th Street NE) (PROJECT)**

This Supplemental Agreement No. 2 authorizes additional work necessary for the successful completion of the PROJECT, described generally as:

- Preparing multiple bid packages (2) to allow the PROJECT to be constructed in two segments;
- Revising and preparing multiple permit applications to facilitate the construction of the PROJECT in two segments;
- Preparation of the Shoreline Permit as a conditional use permit, which requires a public hearing;
- Revising property legal descriptions and exhibits to accommodate design considerations and changes; and
- Incorporating additional design to accommodate the franchise utilities within the roadway in an underground joint utility trench configuration with design completed by the City design team and not the franchises;
- And, Services during the bidding phase for two project bids (1 for each segment)

In addition, this Supplemental Agreement No. 2 authorizes the deletion of work no longer deemed necessary for completion of the PROJECT, described generally as:

- Preparing Federally Compliant ROW acquisition documentation and going through the WSDOT H&LP ROW certification process;
- Preparing, submitting, and gaining approval for NEPA documentation through the WSDOT H&LP office.

Background Information

During the development of the 60% Design, project costs and various funding alternatives were evaluated. A meeting with the WA State Transportation Improvement Board (TIB) was held to discuss grant funding strategies. As a result of the evaluations and discussions with TIB, the CITY has determined that the most viable approach for funding construction is to separate the PROJECT into two (2) segments. The initial segment will extend from 100th Street NE to 104th Place NE and include the bridge crossing Quilceda Creek. It is anticipated that this first (south) segment will be constructed in 2019. The second (north) segment, extending from 104th Place NE will be constructed upon substantial completion of the initial segment and receipt of additional grant funding. Construction is expected to start in 2020.

With a change in course to only pursue TIB funding for the PROJECT, the CITY made the decision to not use federal funds on this PROJECT. Work that is only required to be completed to comply with federal funding requirements is being removed from the contract to streamline the schedule and cost of the PROJECT.

Scope of Work

This supplemental scope of work includes additional design and revisions, and environmental permitting necessary to facilitate the decision to construct the PROJECT in two (2) segments. Additional work efforts will include the preparation of two sets of construction documents (plans, contract documents, special provisions, and estimates), coordination of match points for two separate construction contracts, and additional environmental permitting.

In addition, the impacts to several adjoining parcels have changed due to the continuing development of the roadway and utilities designs. These changes require that the legal descriptions and exhibits, and appraisal of value and impacts be updated.

Finally, the CITY’s decision to not pursue federal funding for the PROJECT eliminates the need to incorporate certain requirements, processes, and standards into the work. These items will be removed from the overall scope of work. It is noted, however, that a portion of the work to satisfy the federal requirements was already completed prior to the decision to use only state and local funds

Major Milestone Schedule Revisions

The following are major schedule milestones for the project:

Preliminary Design.....August 2017 - Completed
 30% Design.....October 2017 - Completed
 JARPA/SEPA Submittal..... October 2017 - Completed
 Revision to JARPA..... June 2018 - Completed
 60% Design.....April 2018 - Completed

SEGMENT 1 – 100th Street NE to 104th Place NE

90% Design – Segment 1August 2018
 ROW Acquisition Complete – Segment 1.....February 2019
 Environmental Permits Secured – Segment 1.....February 2019
 Ad-Ready – Segment 1December 2018
 Bidding Phase – Segment 1.....March 2019

SEGMENT 2 – 104th Place NE to 116th Street NE

90% Design – Segment 2October 2018
 ROW Acquisition Complete – Segment 2.....August 2019
 Environmental Permits Secured – Segment 2.....August 2019
 Ad-Ready – Segment 2November 2019
 Bidding Phase – Segment 2January 2020

Project Assumptions

General Assumptions

1. The General Assumptions remain unchanged as outlined in the Original Agreement and Supplemental Agreement No.1.
2. Additional assumptions include the following:
 - a. Both construction packages will use the 2018 edition of WSDOT Standard Specifications.

Design Standards and References

- a) The PROJECT Design Standards and References remain unchanged from the original scope of services, and modifications previously noted in Supplemental Agreement No.1.

Project Tasks

The CONSULTANT shall manage the work as described within the following major Work Elements:

TASK 1. PROJECT MANAGEMENT & ADMINISTRATION

This task will be continuous throughout the project duration, which is extended to June 30, 2020, an additional 12 months. The additional work includes the work to update the scope, schedule and budget, and subconsultant agreements; additional project coordination with the CONSULTANT staff and SUBCONSULTANTS; and management of the changes to the project scope, schedule and budget.

Components of this work including planning the Project, executing the Project, managing change, and closing the Project, include:

1.1. Project FTP Site, Project Set up, Management Plan, HASP

The CONSULTANT shall revise and update the Project scope and budget, project accounting and project management records to include the additional work of this Supplemental Agreement No. 2.

1.2. Project Team Coordination Meetings

During the extended contract term, the CONSULTANT shall hold up to sixteen (16) additional bi-weekly (approximately) Project Team Coordination Meetings as necessary to update and discuss the PROJECT status, elements of the work plan, status of action items, and to discuss progress of the design and resolve any outstanding PROJECT issues that might affect the delivery of the PROJECT.

1.3. Project Schedule

The CONSULTANT shall revise the Project Schedule to include the additional work authorized by this Supplemental Agreement No. 2. The schedule for this project shall be updated bi-monthly and submitted to the CITY. The updated schedule will show Baseline, Actual and/or Projected Start and Finish dates that reflect the actual progress of the project.

Assumptions:

- 4 Additional updates

Deliverable(s):

- Updated baseline schedule
- Project schedule updates (to be included in progress reports)

1.4. Progress Reporting and Invoicing

The CONSULTANT shall prepare and submit twelve (12) additional monthly **Progress Reports** with each invoice for the extended term as authorized by this Supplemental Agreement No.2.

Deliverable(s):

- Monthly Progress Reports (12 additional)
- Monthly Invoices (12 additional)
- Monthly Earned Value Reports (12 additional)

1.7. Project Team Management

The CONSULTANT Project Manager shall oversee and manage the work during the extended term as authorized by this Supplemental Agreement No. 2.

TASK 2. CLIENT COMMUNICATIONS AND COORDINATION

This Supplemental Agreement No. 2 includes additional Bi-Weekly Reports and Monthly Client update Meetings for the extended term of the overall contract.

- Bi-Weekly 5/15 Reports (24 additional)
- Monthly Client Update Meetings (12 additional)

TASK 3. QUALITY ASSURANCE/QUALITY CONTROL

This Supplemental Agreement No. 2 includes additional QA/QC efforts for reviewing the additional Segment 2 (104th Place NE to 116th Street NE) 90% Design, Ad-Ready, and environmental permit submittals as outlined Tasks 7, 12 and 13.

TASK 4. DATA COLLECTION/REVIEW OF EXISTING INFORMATION

This Supplemental Agreement No. 2 makes no changes to this Task.

TASK 5. SURVEY AND MAPPING

This Supplemental Agreement No. 2 includes additional support to revise certain legal descriptions and exhibits in support of right-of-way negotiations.

5.4 Right-of-Way and Parcel Resolution, Easements, Exhibits, and Legal Descriptions

CONSULTANT will revise and resolve adjacent parcel boundaries and revise legal descriptions and exhibits for up to twenty-eight (28) parcels within the project area as a result of design development, design changes, and

initial discussions with adjacent property owners, in continuing support of ROW acquisition and new easement requirements.

Assumptions:

- The assumptions as defined in the original scope of services remain unchanged except as noted herein.
- Up to a maximum of 28 Exhibits and Legal Descriptions are estimated to require revision. Legal descriptions and Right-of-way Exhibits will be prepared using metes & bounds.

Deliverable(s):

- Revised Legal Descriptions and Exhibits. (up to 28)

TASK 6. GEOTECHNICAL ENGINEERING

This Supplemental Agreement No. 2 makes no changes to this Task.

TASK 7. WATERMAIN & SANITARY SEWER DESIGN

This Supplemental Agreement No. 2 includes additional effort to revise the watermain design and construction documents to accommodate two separate construction packages, Segment 1 (100th Street NE to 104th Place NE) and Segment 2 (104th Place NE to 116th Street NE).

7.3 90% Submittal

The CONSULTANT will split the PROJECT design into two (2) Segments and prepare separate 90% Design Submittal documents for each Segment, for CITY review and comment.

Assumptions:

There will be a maximum of two (2) construction segments defined as Segment 1 (100th Street NE to 104th Place NE) and Segment 2 (104th Place NE to 116th Street NE).

The water main will be connected back to the existing system just north of 104th Street. The Segment 2 project will continue the new water main construction from this point to the northern terminus at 116th.

The Sanitary Sewer replacement only occurs in Segment 1, thus the design effort for that element does not change.

Deliverable(s):

- Inclusion of design changes into the 90% Watermain and Sanitary Sewer Pipe Replacement Plans for each of the construction segment document sets.

7.4 Ad-Ready Submittal

The CONSULTANT will make design adjustments as necessary to align and support the watermain and sanitary sewer lines for two (2) Segments and prepare separate Ad-Ready construction documents for each Segment.

Assumptions:

- There will be a maximum of two (2) construction segments defined as Segment 1 (100th Street NE to 104th Place NE) and Segment 2 (104th Place NE to 116th Street NE).
- The water main will be connected back to the existing system just north of 104th Street. The Segment 2 project will continue the new water main construction from this point to the northern terminus at 116th.
- The Sanitary Sewer replacement only occurs in Segment 1, thus the design effort for that element does not change.

Deliverable(s):

- Ad-Ready Watermain and Sanitary Sewer Pipe Replacement Plans (incorporated into the overall final plans submittal), for each of the construction segment document sets.

TASK 8. TRAFFIC ANALYSIS

This Supplemental Agreement No. 2 makes no changes to this Task.

TASK 9. PRELIMINARY ENGINEERING

This Supplemental Agreement No. 2 makes no changes to this Task.

TASK 10. 30% DESIGN

This Supplemental Agreement No. 2 makes no changes to this Task.

TASK 11. VALUE ENGINEERING (VE) STUDY

This Supplemental Agreement No. 2 makes no changes to this Task.

TASK 12. ENVIRONMENTAL DOCUMENTATION & PERMITTING

This Supplemental Agreement No. 2 includes additional effort to revise certain permit applications and develop separate local permit applications for each of the two (2) construction segments defined as Segment

1 (100th Street NE to 104th Place NE) and Segment 2 (104th Place NE to 116th Street NE). The purpose of this task is to provide additional environmental documentation and permitting services needed to support the CITY's decision to construct the PROJECT in two segments.

12.2 SEPA/Permitting Stakeholder Meetings and Agency Coordination

The CONSULTANT will organize and conduct up to one project overview and site visit meeting with agency permitting staff to review proposed change in the design of the creek crossing. Attendees may include staff from the Corps, WDFW, CITY planning, and representatives from tribal interests.

12.7 Critical Area Report Update

Two Critical Area Reports will be required for Segment 1 and Segment 2. The Critical Area Report that was being drafted under the original scope of work and Supplemental Agreement No.1 will cover Segment 1 of the project.

The CONSULTANT will prepare a Critical Area Memo for Segment 2 to address Critical Areas, if present, and potential Segment 2 project impacts to those areas.

12.11 Permit Support

Segment 1

Permits that are being drafted under the original scope of work and Supplemental Agreement No. 1 will cover Segment 1 of the project.

The City of Marysville indicated on May 30, 2018 that Segment 1 will require a Shoreline Conditional Use Permit, which will require a public hearing. The CONSULTANT will provide services to support the public hearing, including attendance by two CONSULTANT staff.

Segment 2

The CONSULTANT will prepare separate permit applications and supporting documentation for Segment 2:

- SEPA Checklist
- Clear and Grade Permit
- Right-of-Way Permit
- NPDES Notice of Intent

This subtask includes services to assist the CITY in permitting for parking improvements on the Furniture World property that may be included in Segment 2. This element is not covered under the original contract agreement or Supplemental Agreement No. 1.

CITY Responsibilities:

- The City responsibilities outlined in the original scope of services remain unchanged.

Assumption(s):

- The assumptions outlined in the original scope of services remain unchanged.
- No additional fieldwork is required for this supplement.
- The CONSULTANT will provide up to sixteen (16) hours of support on the Shoreline Conditional Use Permit and public hearing.
- Permitting for parking improvements on the Furniture World property will be included as part of the overall Phase 2 permit package. Separate permit applications will not be drafted for this effort.

Deliverable(s):

- Draft and Final Segment 2 Critical Areas Memo
- Draft and Final Segment 2 SEPA checklist
- Draft and Final Segment 2 Clear and Grade Permit
- Draft and Final Segment 2 Right-of-Way Permit
- Draft and Final Segment 2 NPDES NOI

12.12 NEPA Documentation and Approval

This Supplemental Agreement No. 2 eliminates the need for completion of this work effort and deletes this Task from the overall contract

12.13 Noise Memorandum

This Supplemental Agreement No. 2 eliminates the need for completion of this work effort and deletes this Task from the overall contract.

12.14 Air Quality Qualitative Memorandum

This Supplemental Agreement No. 2 eliminates the need for completion of this work effort and deletes this Task from the overall contract.

12.15 Visual Quality Technical Memorandum

This Supplemental Agreement No. 2 eliminates the need for completion of this work effort and deletes this Task from the overall contract.

TASK 13. FINAL DESIGN - PS&E

This Supplemental Agreement No. 2 includes additional effort to revise the PROJECT design and construction documents to accommodate two separate construction packages, Segment 1 (100th Street NE to 104th Place NE) and Segment 2 (104th Place NE to 116th Street NE).

The Supplement also includes additional traffic engineering to update the signalized intersections to include flashing yellow left-turn phasing.

In addition, the Supplement authorizes additional design efforts to include a Joint Utility Trench (JUT) to accommodate the relocation of franchise utilities, designed by the consultant team. The JUT design will

include conduits, vaults and junction boxes, based on information provided by the CITY and utility companies. The JUT will extend the full length of the corridor and be included in both construction segments.

Assumption(s):

- The additional efforts outlined in this task description are necessary for the successful completion of the project and are a result of the CITY’s decision to construct the PROJECT in two (2) segments.
- The design of the Joint Utility Trench (JUT) will be accomplished based on the information provided by the CITY and the franchise utility companies. The routing design of the trench and location of the vaults will require design by the CONSULTANT team and coordination with the franchise utilities. Wiring, splicing, and relocation of the existing system to the new JUT will be designed by the franchise utility.
- The level of effort and fee estimate for this task is based on the number of sheets for each discipline as shown in the sheet list provided. The sheet list was prepared based on CONSULTANT’s current knowledge of the project scope and anticipated work elements.
- CONSULTANT shall consult with the CITY prior to developing any sheets if the actual number of required sheets varies from the original sheet count estimate. If the CITY and CONSULTANT concur that total number of sheets required to detail the project exceeds the original estimate, the budget for this task may be amended.

13.20 90% Submittal

The CONSULTANT will separate the PROJECT design into two (2) Segments and prepare separate 90% Design Submittal documents for each Segment, for CITY review and comment. The CONSULTANT will use the 60% design plans and progress to the 90% design and plan level. The CONSULTANT will take into consideration the 60% design review comments from the CITY while advancing to the 90% level.

The anticipated sheet list for final design includes:

90% & Ad-Ready Submittal Sheet List

	90%		AD	
	90%	AD	90%	AD
Cover Sheet with Vicinity Map and Index	1	1	1	1
Legend, General Notes, Abbreviations, and Project Key map	2	2	2	2
Roadway Typical Sections	4	4	3	3
Alignment, Profile, and ROW Plans	4	4	12	12
Site Preparation & TESC Plans	5	5	9	9
TESC Notes	1	1	1	1
TESC Details	2	2	1	1
Temporary Access Road Plans	4	4	-	-
Paving Plans	4	4	9	9
Paving Details	2	2	2	2
Intersection & Curb Ramp Grading Details	4	4	7	7
Grading Plans	2	2	-	-

Driveway and Property Plans	8	8	10	10
Drainage Plans and Profiles	10	10	18	18
Drainage Details	4	4	2	2
Retaining Wall Notes & Sequencing Plan	1	1	-	-
Retaining Wall Plan and Profiles	10	10	-	-
Retaining Wall Details	4	4	-	-
Bridge Plans	34	34	-	-
Stream Restoration Details	3	3	-	-
Pavement Marking & Signing Plans	4	4	9	9
Pavement Marking Details	1	1	1	1
Signing Schedule & Details	2	2	2	2
Signals, Illumination & ITS Plans	4	4	12	12
Signal Details (3 Intersections)	1	1	1	1
Illumination Schedule & Details	2	2	2	2
Landscaping and Irrigation Plans	2	2	2	2
Landscaping Details	2	2	2	2
Irrigation Details	-	-	1	1
Utility Plans and Profiles	10	10	18	18
Utility Details	2	2	2	2
Staging and Traffic Control Sequencing Notes	1	1	1	1
Staging and Traffic Control Plans	6	6	4	4
Joint Utility Trench Plans & Profiles	5	5	9	9
Joint Utility Trench Details	2	2	2	2
Total # Sheets	153	153	145	145

Assumptions:

- There will be a maximum of two (2) construction segments defined as Segment 1 (100th Street NE to 104th Place NE) and Segment 2 (104th Place NE to 116th Street NE).
- The 2018 WSDOT Specification Book will be used for both construction packages.

Deliverable(s):

- 90% Design PS&E for Segment 2
- Responses to review comments from CITY Staff

13.21 Ad-Ready Submittal

The CONSULTANT will use the 90% design plans and progress to the Ad-Ready design and plan level for two (2) Segments and prepare separate Ad-Ready construction documents for each Segment. The CONSULTANT

will take into consideration the 90% design review comments from the CITY while advancing to the Ad-Ready level.

Assumptions:

- There will be a maximum of two (2) construction segments defined as Segment 1 (100th Street NE to 104th Place NE) and Segment 2 (104th Place NE to 116th Street NE).
- The 2018 WSDOT Specification Book will be used for both construction packages.

Deliverable(s):

- Ad-Ready Design PS&E for Segment 2
Responses to review comments from CITY Staff

TASK 14. CONSTRUCTABILITY ANALYSIS/MOCK BID EXERCISE

This Supplemental Agreement No. 2 makes no changes to this Task.

TASK 15. REAL ESTATE SERVICES

This Supplemental Agreement No. 2 includes additional effort to review and revise certain legal descriptions, exhibits, and offer documentation in order to provide assistance to the CITY in acquiring the necessary right-of-way, permanent easements and temporary construction easements to construct the roadway and utility improvements.

CONSULTANT will provide the following additional work:

15.2 Property Descriptions and Valuations. Manage the preparation of a PFE, AOS reports, and Appraisals.

1. Review and quality control (QC) up to twenty-eight (28) legal descriptions, exhibits, and right-of-way plans revised by Survey Subconsultant (1-Alliance) for the transfer of the property rights needed for construction, including fee interests, permanent and temporary easements, for use by the right of way acquisition team. These revisions are required due to the changes in scope necessary from the outcome of the 30% Design Review and VE Study recommendations.
2. Revise PFE and fifteen (15) AOS reports previously accomplished to reflect design changes and refinements in stormwater facilities, access layouts, HAWK signal, and other design modifications.

15.3 Right-of-Way Acquisitions and Negotiations.

1. The need to provide coordination with WSDOT Real Estate and Highways & Local Programs through conference calls and attendance at in-progress meetings held at the City of Marysville is no longer required as a result of the CITY's decision to not obtain federal funding for the PROJECT.
2. Prepare additional right-of-way acquisition documents and conduct extended negotiations with up to four (4) property owners (PCM, Payne, Klein, and Mickelson).

CITY Responsibilities:

1. CITY responsibilities remain unchanged from the original scope.

Assumption(s):

1. Assumptions remain unchanged from the original scope of services, except as defined herein.
2. Up to a maximum of 28 Exhibits and Legal Descriptions will require revision.
3. Right-of-way plans, legal descriptions and Right-of-way Exhibits currently prepared using metes & bounds are sufficient.
4. Four (4) property owners will required additional negotiation efforts beyond the assumptions contained in the Original Agreement.

Deliverable(s):

1. Revised PFE, AOS Reports and Appraisal QC Checklists parcels impacted by design changes.
2. Revised legal descriptions and exhibits, and QC for parcels impacted by design changes

TASK 16. FUNDING SUPPORT

This Supplemental Agreement No. 2 eliminates the need for continued support to obtain federal funding for the PROJECT and provides additional budget for use to assist with CITY efforts to obtain multiple WA State Transportation Improvement Board (TIB) grants.

TASK 17. BIDDING PHASE ASSISTANCE

This Supplemental Agreement No. 2 adds the following work efforts for the Segment 2 construction package, State Avenue Improvements Project (104th Place NE to 116th Street NE).

The objective of this task is to provide assistance to the CITY during the advertisement for construction and bidding phase in order to provide information to prospective bidders to support a competitive bidding environment.

CONSULTANT will provide written responses to questions and requests for clarifications to the contract documents submitted to the CITY during the bidding period. Responses will be provided in Microsoft Word format and submitted to the CITY for inclusion in contract addenda.

CONSULTANT will evaluate Bidder requests for alternative (“or equal”) approvals during the bidding phase.

CONSULTANT will prepare, attend and participate in the Pre-Bid Conference.

CONSULTANT will assist the CITY in preparing all addenda.

CITY Responsibilities:

Record, consolidate and deliver Bidder questions and requests for contract document interpretations to the CONSULTANT in timely fashion.

Schedule, organize and conduct the Pre-Bid Conference.

CITY will issue all addenda.

Assumption(s):

- This PROJECT will be bid as two segments and therefore two construction projects.
- Pre-Bid Conference for Segment 2 will be held at the City of Marysville Public Works Offices and include a site visit – maximum labor effort for two CONSULTANT staff of 4 hours per staff member.
- The budget for this task is limited to that amount shown in the project budget. Work beyond the budgeted amount will be considered extra work.

Deliverable(s):

- Written responses to Bidders’ questions and requests for interpretations and evaluation of acceptable alternate (“or equals”).
- Pre-bid addenda.
- Conformed set of contract documents.

City of Marysville: State Avenue Corridor Widening Project (100th Street NE to 116th Street NE) - Amendment 2

Task #	Task Description	From "Labor Budget" Tab	From "Expenses" Tab	Total From Spreadsheet	Total For Proposal
		Billable Labor	Billable Expenses		
1	Project Management & Administration	\$ 33,998.26	\$ 650.50	\$34,648.76	
2	Client Communications & Coordination	\$ 9,664.52	\$ 174.50	\$9,839.02	
3	Quality Assurance / Quality Control	\$ 13,819.60	\$ 362.50	\$14,182.10	
4	Data Collection / Review of Existing Information	\$ -	\$ -	\$0.00	
5	Survey and Mapping	\$ 1,787.60	\$ 9,288.00	\$11,075.60	
6	Geotechnical Engineering	\$ -	\$ -	\$0.00	
7	Watermain Design	\$ 12,908.04	\$ 14.00	\$12,922.04	
8	Traffic Analysis	\$ -	\$ -	\$0.00	
9	Preliminary Engineering	\$ -	\$ -	\$0.00	
10	30% Design	\$ -	\$ -	\$0.00	
11	Value Engineering (VE) Study	\$ -	\$ -	\$0.00	
12	Environmental Documentation & Permitting	\$ 36,779.06	\$ 50.00	\$36,829.06	
13	Final Design - PS&E	\$ 127,853.26	\$ 375.00	\$128,228.26	
14	Constructability Analysis	\$ -	\$ -	\$0.00	
15	Real Estate Services	\$ 14,348.80	\$ 5,179.00	\$19,527.80	
16	Funding Support	\$ (5,206.92)	\$ -	-\$5,206.92	
17	Bidding Phase Assistance	\$ 9,171.26	\$ -	\$9,171.26	
				\$271,216.98	\$0.00
Escalation				\$0.00	\$0.00
				\$271,216.98	\$0.00