


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 13, 2019

AGENDA ITEM:	
Supplemental Agreement No. 3 with BergerABAM (now WSP USA) for construction support services for the 1 st Street Bypass Project.	
PREPARED BY:	DIRECTOR APPROVAL: 
Steven Miller, Senior Project Manager	
DEPARTMENT:	
Public Works (Engineering)	
ATTACHMENTS:	
Supplemental Agreement No. 3	
BUDGET CODE: 30500030.563000, R0901	AMOUNT: \$479,343.00
SUMMARY:	
<p>On February 13, 2017, Council authorized the Mayor to execute a contract with BergerABAM, Inc. to provide professional engineering design services for the 1st Street Bypass project. This project will improve the existing 1st Street roadway from (2) to (5) lanes from State Avenue to Alder Avenue, and will build a new 2 lane bypass connection between Alder Avenue and 47th Avenue, providing a new arterial route enabling commuters to bypass congestion on 4th Avenue and the BNSF rail crossing to access I-5, in conjunction with the WSDOT SR529 interchange expansion project.</p> <p>Council further approved supplements to the contract on November 13, 2017, and on December 10, 2018, allowing the design to address additional improvements required for the project. The design was completed in March 2019, and the project was advertised for construction on March 19. With (5) bids received on April 16, the lowest responsive bidder was identified. With the award of the construction contract, construction support will be required to ensure ground improvements are installed adequately to support the new bypass roadway, and to ensure that staff have sufficient engineering support to administer the project.</p> <p>Staff has reviewed the scope and fee in this proposal, and has determined the proposal to be reasonable and to provide sufficient engineering resources to meet requirements and to deliver the project.</p>	

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to sign and execute the attached Supplemental Agreement No. 3 with WSP USA, Inc., in the amount of \$479,343.00 for construction support services for the 1 st Street Bypass project.

**SUPPLEMENTAL AGREEMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND WSP USA, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 3 (“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 WSP USA, Inc., a Washington corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for consulting services to prepare and deliver 100% plans, specifications and a final cost estimate for the Street Bypass project and to provide related engineering, permitting, and right-of-way acquisition services (the “Original Agreement”), said Original Agreement being dated February 13th, 2017; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for construction support services for the 1st Street Bypass project including support for requests for information, engineering support, inspection services, geotechnical support for ground improvements, submittal review, survey support, delivery of CADD as-built record drawings, and right-of-way acquisition service, 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”, shall be appended by **Exhibit A-1**, attached hereto and by this references made part of this Supplemental Agreement No. 3, and a part of the Original Agreement.

2. Section 2 of the Original Agreement, “TERM”, is amended to revise the termination date from midnight on June 30, 2019, to midnight on December 31, 2020.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of Four Hundred, Seventy-nine Thousand, Three Hundred Forty-Three Dollars and Zero Cents (**\$479,343.00**) and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed Two Million Two Hundred Thirty-Six Thousand Eight Hundred Eighty-Seven Dollars and Zero Cents (**\$2,236,887.00**) 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	\$1,595,421.00
Supplemental Agreement No.1	\$62,766.00
Supplemental Agreement No.2	\$99,357.00
Supplemental Agreement No. 3	\$479,343.00
 Grand Total	 \$2,236,887.00

4. Each and every provision of the Original Agreement for Professional Services dated February 13th, 2017, shall remain in full force and effect, except as modified herein.

DATED this _____ day of _____, 20 ____.

CITY OF MARYSVILLE

WSP USA, INC.

By _____
Jon Nehring, Mayor

By _____
[Name]
Its: [Title]

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

**EXHIBIT A-1 (SUPPLEMENT NO. 3)
SCOPE OF WORK – DESIGN CONSTRUCTION SUPPORT SERVICES
PROJECT NO. A17.0194**

INTRODUCTION

City of Marysville (CITY) has contracted with BergerABAM Inc. (CONSULTANT) to develop this road corridor improvement project, which includes structural earth walls, drainage improvements, and other improvements on the 1st Street and adjacent roadways. This supplement provides for Design Construction Support Services (DCSS) during construction of 1st Street Bypass Project.

SCOPE OF SERVICES – DESIGN CONSTRUCTION SUPPORT SERVICES (DCSS)

DCSS provides continuity of the design team through the construction process. Services to be provided by the CONSULTANT during construction will include shop drawing review, submittal review, and responses to Contractor requests for information. Services may also include adjustments to the project design to work around unforeseen site conditions. Services will also include site visits, attendance at project meetings, design team inspections, and preparation of record drawings.

It is recognized by both parties that efforts to provide services under this supplemental agreement can vary considerably from estimates utilized to develop the additional amount payable for this supplemental agreement. Some budget items may cost more and other items may cost less. CONSULTANT reserves the right to use unused budget of some of their tasks for other tasks.

SUBCONSULTANTS

These construction support services include services provided by the following subconsultants.

- DKS, Inc. – Traffic Signal and Illumination Engineering
- Shannon and Wilson, Inc. – Geotechnical Engineering
- Beyler Consulting – Survey
- Universal Field Services – Right of Way Acquisition Services

Under DCSS, eight basic tasks will be provided as follows.

DCSS Task 1 – Project Administration and Meetings

The CONSULTANT shall attend project site meetings as necessary. The estimated number of meetings for each is shown in the accompanying fee estimate.

The CONSULTANT shall also prepare monthly invoices for the CONSULTANT's services that include a brief description of services provided during the month. Invoices shall be based on the task descriptions contained in this scope of work.

Deliverable(s)

- Monthly CONSULTANT invoices and progress reports

DCSS Task 2 – Requests for Information (RFIs) and Submittal Review

The CONSULTANT shall respond to questions and RFIs by the Contractor and shall review Contractor submittals as assigned by the CONSULTANT Construction Administration and Inspection staff. Assumed submittal items are as indicated in the accompanying fee estimate.

Deliverable(s)

- Responses to construction support staff to support RFIs, as required
- Responses to submittals, as required

DCSS Task 3– Change Orders

The CONSULTANT shall provide revised plans and specifications as required to execute change orders.

Deliverable(s)

- Revised plans and specifications shall be provided, as required

DCSS Task 4 – Inspections

BergerABAM design staff and subconsultant design staff shall provide part-time inspections on an as-needed or as-desired basis. Specialized inspection services shall include the following.

- Full-time field representative to observe the peat over-excavation and replacement.
- On-call or part-time field representative to observe the sheet pile installation near the existing sewer lines
- On-call observation of the pre- and post- stone column installation SPT borings performed by the contractor.
- Review of contractor documents including evaluation of stone column performance from pre- and post- stone column installation SPT borings
- Structural observation for the installation of gravel borrow and structural earth walls. It is assumed that this will be a part-time effort: twice a week for 2 months.

Assumption(s)

- The peat excavation work will take two months to complete.

Deliverable(s)

- CONSULTANT staff shall provide daily inspection reports whenever on site to conduct these inspections.

DCSS Task 5 – Utility Coordination and Conflict Resolution

BergerABAM design staff shall provide utility coordination and conflict resolution support for any utility location issues that arise during installation or relocation on an as-needed basis. Services may include additional site visits and inspections, meeting attendance, generation of working drawings, and other support.

DCSS Task 6 – Record Drawings

The CONSULTANT and SUBCONSULTANT DKS shall prepare a record set of drawings for the CITY that reflect field changes during construction (additions, modifications, or deletions) to the sheets of the bid drawing set produced by BergerABAM or DKS. The record drawing set shall include any drawings revised or reissued during construction as a result of change orders and shall include changes resulting from RFI responses. The basis for the record drawings shall be a set of bid drawings redlined with changes by the Contractor and CITY and supplied to the CONSULTANT. These drawings shall be noted as “record drawings” in the drawing revision block, but shall not require seals or signatures of registered professionals. The intent of the record drawing set is to provide the best information available to capture significant field changes, but not necessarily every minor change that may occur.

Deliverable(s)

- One set of half size (11” x 17”) final record drawings, PDF
- One electronic set in AutoCAD format

DCSS Task 7 – Control Survey

The SUBCONSULTANT Beyler Consulting shall recover and/or set horizontal and vertical control on both ends of the project for construction Contractor. The SUBCONSULTANT shall spot check Contractor staking, review Contractor survey records as needed, respond to RFIs regarding controls, and verify the Contractor’s calculated coordinates prior to work.

Assumption(s)

- City of Marysville will provide traffic control and/or close the road for this work to occur.

Deliverable(s)

- Data, verification, and RFI reponses as described above.

DCSS Task 8 – Right-of-Way Acquisition Services

The SUBCONSULTANT Universal Field Services shall complete Settlement Agreements on the following parcels as shown in Table A below:

TABLE A							
Parcel Data			Real Property Rights to Acquire				Valuation Type
No.	Tax Parcel No	Taxpayer / Owner	Partial Fee Simple	Total Fee Simple	Perm Slope Esmt.	Temp. Const. Esmt.	
1	00551100500800	McKinley, Carlin	X				AOS

5	00686200000300	Moate, Thomas	X				APP
7	30053300102200	Pariwarak, Inc.	X				APP
8	30053300102000						
9	30053300101800	Marysville Apartments, LLC	X				APP
10	30053300105300	Lake Cassidy Health Holdings LLC	X			X	AOS
13	30053300204000	Synergy Services Group LLC	X			X	AOS

**EXHIBIT A-1 (SUPPLEMENT NO. 3)
CONSULTANT FEE DETERMINATION**

**BergerABAM DCSS Costs
4/25/2019**

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Project Manager	566	X	\$68.00	=	\$ 38,488
2 Project Engineer	622	X	\$50.00	=	\$ 31,100
3 Designer-CADD	224	X	\$43.00	=	\$ 9,632
4 Admin, Clerical	32	X	\$35.00	=	\$ 1,120
	<u>1,444</u>				
Total Hours	1,444		Subtotal Direct Salary Costs (DSC) =		\$ 80,340
			Salary Escalation (SE) = 5% of DSC =		\$ 4,017
			Subtotal (DSC + SE) =		\$ 84,357
Overhead and Profit Multiplier	2.95				\$ 248,853

TOTAL SALARY COSTS = \$ 248,853

DIRECT NONSALARY COSTS (DNSC)

Mileage	4000	miles @	\$ 0.580	\$ 2,320
Copies				\$ 500
				TOTAL REIMBURSABLE EXPENSES (DNSC) = \$ 2,820

TOTAL AUTHORIZED AMOUNT = \$ 251,673

SUBCONSULTANTS

DKS, Inc.	\$ 76,919
Shannon and Wilson	\$ 105,657
Universal Field Services	\$ 16,697
Beyler	\$ 28,396

TOTAL ESTIMATED DESIGN CONSTRUCTION SUPPORT FEES = \$ 479,343

EXHIBIT A-1 (SUPPLEMENT NO. 3)
CONSULTANT FEE DETERMINATION

BergerABAM DCSS Hours
4/25/2019

BergerABAM DCSS Staff	Task No.	Project Manager	Project Engineer	Designer-CADD	Admin, Clerical	BergerABAM Totals
DESIGN CONSTRUCTION SUPPORT SERVICES						
TASK 1 - Project Admin & Meetings	1	186	166	24	20	396
Project Preconstruction Meeting		6	6	-	-	12
Attendance at Weekly Site Meetings (30 Mtgs)		120	120	-	-	240
Quantity Assurance		40	40	24	-	104
Monthly Invoices and Progress Reports (20 Months)		20	-	-	20	40
TASK 2 - RFI's & Submittal Review	2	168	176	-	-	344
Construction Access Plan			By Others			-
SWPPP			By Others			-
Construction Stormwater			By Others			-
Gravel			By Others			-
Crushed Surfacing			By Others			-
HMA		8	16			24
Traffic Control Plan			By Others			-
Sidewalk and Structures		40	40			80
Misc. Submittal Review		40	40			80
RFI's (Assume 80)		80	80			160
TASK 3 - Change Orders	3	80	80	80	-	240
TASK 4 - Inspections	4	80	80	-	-	160
General Site Visits (20 site visits)		80	80	-	-	160
TASK 5 - Utility Coord./ Conflict Resolution	5	40	80	40	4	164
TASK 6 - Record Drawings	5	12	40	80	8	140
TOTAL ESTIMATED HOURS FOR DCSS		566	622	224	32	1,444