


CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 24, 2019

AGENDA ITEM:	
Professional Services Agreement Supplement No. 3 with HDR, Inc., to amend the scope of work for design and property negotiation services and to extend the agreement end date on the State Avenue 100 th Street NE to 116 th Street NE Corridor Improvement Project	
PREPARED BY:	DIRECTOR APPROVAL:
Patrick Gruenhagen, Project Manager	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE:	AMOUNT:
30500030.563000, R1601	\$60,000.00
SUMMARY:	

The City executed a Professional Services Agreement (PSA) with HDR, Inc. on April 11, 2017, establishing the framework for HDR to provide professional design and property negotiation services for the State Avenue 100th Street NE to 116th Street NE Project. Since that time, significant progress has been made on design, environmental review, permitting, public outreach, and property negotiations. As a result, the first phase of the project (from 100th to 104th) is now poised to be under construction in late 2019.

This Supplement No. 3 to the PSA amends HDR's scope of work to include a) revised water-main design utilizing restrained joints; b) preparation of a Wetland Mitigation Bank Use Plan for submittal to the US Army Corps. Of Engineers; c) utility coordination and establishment of utility relocation strategies along the corridor; and d) extended right-of-way negotiations with property owners involving preparation of associated exhibits and a level of coordination beyond what had originally been assumed. The total cost for this additional work, as negotiated, will be \$60,000.00, yielding a new contract total of \$2,467,050.60. By comparison, the work covered under this supplement will result in an improved project design, reduced risk, and lower long-term maintenance needs – yielding a savings well over double the cost.

In addition, Supplement No. 3 provides for a time extension of HDR's services through June 30, 2020 — to provide sufficient time for completion of remaining work on the project. Staff notes that both parties had intended to extend the term of the agreement to June of 2020 within Supplement No. 2, which also amended the scope and was executed on September 11, 2018. However, due to an inadvertent omission within that document, the term of the agreement was not revised as had been intended. Supplement No. 3, as attached, therefore corrects that error.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute Supplement No. 3 to the City's Professional Services Agreement with HDR, Inc., amending the scope of work, increasing the contract total to \$2,467,050.60, and extending the term to June 30, 2020.

**SUPPLEMENTAL AGREEMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND HDR ENGINEERING, 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 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 two supplemental agreements: Supplemental Agreement No. 1, dated February 12, 2018 and Supplemental Agreement No. 2, dated September 11, 2018; and

WHEREAS, both parties desire to supplement the Original Agreement by expanding the scope of services and extending the contract term to June 30, 2020;

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 amended by Exhibit A-3, attached hereto and by this reference 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 provide all work shall be completed by June 30, 2020.
3. Section 3 of the Original Agreement, “COMPENSATION” as amended by Supplemental Agreement No. 1 and Supplement No. 2, is amended to include the additional Consultant fee of \$60,000.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$2,467,050.60 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

Original Agreement	\$1,665,545.09
Supplemental Agreement No. 1	\$470,288.53
Supplemental Agreement No. 2	\$271,216.98
Supplemental Agreement No. 3	\$60,000.00
Grand Total	\$2,467,050.60

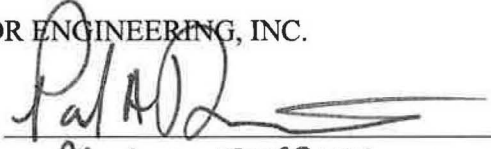
4. Each and every provision of the Original Agreement for Professional Services dated April 11, 2017, shall remain in full force and effect, except as modified herein.

DATED this _____ day of June, 2019.

CITY OF MARYSVILLE

HDR ENGINEERING, INC.

By _____
Jon Nehring, Mayor

By 
PAUL A FERRIER, VICE PRESIDENT
Its:

ATTEST/AUTHENTICATED:

Tina Brock, 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. 3

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

June 2019

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. 3 authorizes additional work necessary for the successful completion of the PROJECT, described generally as:

- Revising the design of the watermain replacement to include restrained joints;
- Preparing the Wetland Mitigation Bank Use Plan for submittal to the USACE;
- Providing additional efforts to assist with coordination with franchise utilities along the corridor; and
- Expending additional time preparing exhibits, meeting and negotiating with property owners, beyond the contract assumptions, in order to acquire the necessary right-of-way and easements and avoid condemnation.

SCOPE OF WORK

This supplemental scope of work includes additional design and revisions, and right-of-way negotiation efforts necessary to facilitate the successful completion of the Project.

Project Assumptions

General Assumptions

1. The General Assumptions remain unchanged as outlined in the Original Agreement and Supplemental Agreement Nos.1, and 2.
2. Additional assumptions include the following:
 - a. The role of City Project Manager has been transferred to Pat Gruenhagen, PE.

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 Nos.1 and 2.

Project Tasks

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

TASK 7. WATERMAIN & SANITARY SEWER DESIGN

This Supplemental Agreement No. 3 includes additional effort to revise the watermain design and construction documents to accommodate 90% Design review comments.

- City 90% Design review comments directing that new waterlines be installed with restrained joints to avoid the need for thrust blocks will require additional work efforts to finalize the plans and specifications. While not essential, the placement of restrained joints where requested will provide longer term benefits to the City in that current and future utility work will not have to deal with existing thrust blocks, and lack of restraint from uncompacted and loosely compacted soils. The restrained joint installation will also facilitate testing of the newly installed waterlines and services.

TASK 13. FINAL DESIGN - PS&E

This Supplemental Agreement No. 3 includes additional effort for extended coordination of the PROJECT design with franchise utilities.

- Franchise Utility Coordination: The original scope of services included a certain assumption of the amount of time in the design tasks for coordinating with the franchise utility companies. The actual required efforts will exceed the initial assumptions including the need for additional coordination meetings, one-on-one design coordination meetings with each utility, and continuing design coordination. These extra coordination efforts regarding utility relocations and construction of the joint Utility Trench will provide benefit to the City in a more coordinated construction / relocation effort.

TASK 15. REAL ESTATE SERVICES

This Supplemental Agreement No. 3 includes additional effort to develop negotiation exhibits and extend property owner negotiations 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.

- Conduct extended negotiations with property owners, beyond the contracted level of effort assumed in the original contract, for the benefit of the City in order to reach agreements with impacted property owners and avoid costly condemnation proceedings.
- Prepare negotiating exhibits to depict property impacts including existing septic systems, fencing, sheds, and landscaping; parking layouts; sign relocations; AutoTurn vehicle movements; access

points; RV parking and utilities; property ownerships; temporary access roads; and general property impacts, to aid in the negotiation process with the property owners.

TASK 18. WETLAND MITIGATION BANK USE PLAN

This Supplemental Agreement No. 3 includes additional effort to draft, submit and monitor approval of a Wetlands Mitigation Bank Use Plan. The City's decision to utilize a portion of the Snohomish Basin Mitigation Bank to offset the unavoidable permanent wetland impacts of the PROJECT is consistent with the suggested preference of the USACE and other regulatory agencies and results in the need to develop a Wetland Mitigation Bank Use Plan for review and approval by the Resource Agencies.

CITY Responsibilities:

1. Provide timely review of all deliverables and a consolidated list of review comments to the CONSULTANT.

Assumption(s):

1. CONSULTANT will prepare one (1) DRAFT and one (1) FINAL version of the Plan.
2. Preparation of the Wetland Mitigation Bank Use Plan will not require any additional field work.

Deliverable(s):

- Wetland Mitigation Bank Use Plan – DRAFT
- Wetland Mitigation Bank Use Plan – FINAL

BUDGET

The estimated budget for the additional work of this Supplement No. 3 is \$60,000.

TIME OF COMPLETION

This Supplement No. 3 extends the contract time for completion to June 30, 2020.