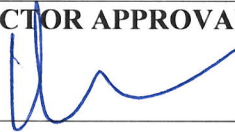


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 27, 2020

AGENDA ITEM:	
Supplemental Agreement No. 4 with HDR, Inc. on the State Avenue (100 th Street NE to 116 th Street NE) Corridor Improvement Project, to amend the scope of work to incorporate design support services during construction and to extend the agreement end date	
PREPARED BY:	DIRECTOR APPROVAL: 
Patrick Gruenhagen, Project Manager	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Supplemental Agreement No. 4	
BUDGET CODE:	AMOUNT:
30500030.563000, R1601	\$358,504.21
SUMMARY:	
<p>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) Corridor Improvement Project. Since that time, significant progress has been made on design, environmental review, permitting, public outreach, and property acquisition. As a result, the first phase of the project (extending from 100th Street NE to 104th) was recently advertised for construction, and ultimately awarded to Strider Construction by Council on December 9, 2019.</p> <p>Supplemental Agreement No. 4 amends HDR's scope of work to incorporate support services from the consultant design team during construction. Specifically, this will include assistance in formulating response to contractor requests for information (RFI's); preparation of change orders and change order pricing; and review of technical submittals relating to the new bridge and other project elements. By serving as an extension of the City's construction management team during construction, HDR will provide expertise and support that will help to ensure a positive outcome. The total cost for this additional work, as negotiated, will be \$358,504.21, yielding a new contract total of \$2,825,554.81.</p> <p>In addition to scope revisions, Supplemental Agreement No. 4 provides for a time extension of the contract end date through December 30, 2021 — to provide sufficient time for HDR to help see the project through its 450 working day construction window.</p>	

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to sign and execute Supplemental Agreement No. 4 with HDR, Inc., for the State Avenue (100 th Street NE to 116 th Street NE) Corridor Improvement Project, amending the scope of work, increasing the contract total to \$2,825,554.81, and extending the term to December 30, 2021.
RECOMMENDED MOTION:
I move to authorize the Mayor to sign and execute Supplemental Agreement No. 4 with HDR, Inc., for the State Avenue (100 th Street NE to 116 th Street NE) Corridor Improvement Project, amending the scope of work, increasing the contract total to \$2,825,554.81, and extending the term to December 30, 2021.

**SUPPLEMENTAL AGREEMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND HDR ENGINEERING, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 4 (“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 three supplemental agreements: Supplemental Agreement No. 1, dated February 12, 2018, and Supplemental Agreement No. 2, dated September 11, 2018, and Supplemental Agreement No. 3, dated June 25, 2019; and

WHEREAS, both parties desire to supplement the Original Agreement by expanding the scope of services and extending the contract term to December 30, 2021;

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-4, attached hereto and by this reference made part of this Supplemental Agreement No. 4, 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 December 30, 2021.
3. Section 3 of the Original Agreement, “COMPENSATION” as amended by Supplemental Agreement No. 1, Supplemental Agreement No. 2, and Supplemental Agreement No. 3, is amended to include the additional Consultant fee of \$358,504.21 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$2,825,554.81 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
Supplemental Agreement No. 4	<u>\$358,504.21</u>
Grand Total	\$2,825,554.81

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 January, 2020.

CITY OF MARYSVILLE

HDR ENGINEERING, INC.

By _____
Jon Nehring, Mayor

By _____

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. 4

**Supplemental Scope of Services for Design
Services During Construction**

January 2020

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. 4 authorizes additional work necessary for providing engineering design services during the construction of the Phase 1 Segment of the PROJECT, **State Avenue Improvement Project (100th Street NE to 104th Street NE)**, described generally as:

- Attending site and regular Contractor meetings as requested by the CITY;
- Responding to Contractor requests for information;
- Providing plan clarifications and responding to constructability issues;
- Reviewing and approving shop drawings and material submittals;
- Providing onsite geotechnical observation services, through a Geotechnical Subconsultant, for specific aspects of the work related to bridge support and substructure, retaining wall, and lightweight fill construction; and
- Provide project walk-through and acceptance, and project close-out assistance, as may be requested by the CITY.

Background Information

The Project Design Phase was completed on October 16, 2019 with the delivery of construction documents to the CITY for use in advertising and receiving construction bids, for the PROJECT. The Bidding Phase commenced on October 19, 2019, with the CITY's advertisement for construction first appearing in the Marysville Globe. The CITY has requested that the CONSULTANT provide additional engineering services during the Construction Phase, in coordination with the CITY's Construction Management and Inspection efforts.

Scope of Work

This supplemental scope of work includes additional design engineering services for providing design clarifications and revisions, attending construction meetings, reviewing Contractor submittals and requests for information, and providing project close-out assistance to the CITY. The actual number of submittals and re-submittals, requests for information, plans clarifications, site visits, meetings, and change orders is not known or under the control of the CONSULTANT. This Supplemental Agreement No. 4 is a Time & Materials arrangement whereby the scope of services and associated budget estimate has been developed on the basis of several assumptions for budgeting purposes. Actual level of effort may vary from this initial estimate; and it is understood and agreed that labor hours and expenses may be transferred from one subtask to another during the course of the PROJECT. The scope of services, associated level of effort, and resulting budget estimate are based on the assumptions contained herein. Should the level of effort exceed these assumptions, the CITY and CONSULTANT will negotiate additional work authorization and compensation.

Major Milestone Schedule Revisions

The following are major schedule milestones for the project:

Preliminary DesignAugust 2017 - Completed
30% DesignOctober 2017 - Completed
JARPA/SEPA Submittal..... October 2017 - Completed
Revision to JARPA..... June 2018 - Completed
60% DesignApril 2018 - Completed

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

90% Design – Segment 1.....August 2018
ROW Acquisition Complete – Segment 1.....November 2019
Environmental Permits Secured – Segment 1.....July 2019
Ad-Ready – Segment 1.....October 2019
Bidding Phase – Segment 1.....October - November 2019
Construction Phase – Phase 1January 2020 – November 2021

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

90% Design – Segment 2.....To Be Determined
ROW Acquisition Complete – Segment 2.....To Be Determined
Environmental Permits Secured – Segment 2.....To Be Determined
Ad-Ready – Segment 2To Be Determined
Bidding Phase – Segment 2.....To Be Determined

Project Assumptions

General Assumptions:

1. The General Assumptions remain unchanged as outlined in the Original Agreement and previous Supplemental Agreement Nos.1 through 3.
2. The CITY's Project Manager will be Patrick Gruenhagen, PE.
3. Task 19 General Assumptions, for budgeting purposes include the following:
 - a. It is estimated that RFIs will take approximately 4 hours per each RFI. It is estimated that 25 RFIs will be received over the life of the contract.
 - b. It is estimated that each plan clarification / constructability issue take on average 6 hours each and there will be approximately 10 clarification requests.
 - c. It is estimated that each submittal review will take approximately 6 hours per each submittal, as directed by the CITY. It is estimated that 85 submittals will be received for review over the life of the contract.

- d. It is estimated that there will be up to 20 resubmittals and each resubmittal review will take approximately 4 hours per each resubmittal.
 - e. It is assumed all CONTRACTOR submittals are complete packages prior to delivery to the CONSULTANT for review.
4. Additional assumptions are listed in the individual sub-task descriptions.
5. See assumptions included in Geotechnical section.

Design Standards and References:

1. The PROJECT Design Standards and References remain unchanged from the original scope of services, and modifications previously noted in Supplemental Agreement Nos.1 through 3.
2. **State Avenue Improvement Project (100th Street NE to 104th Street NE)** construction documents including the Plans, Project Manual, Bidding and Contract documents, and Permits.

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 March 31, 2022. 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 additional work efforts defined in this Supplemental Agreement No. 4. 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. 4.

1.3. Project Schedule

The Contractor shall be responsible for developing and maintain the overall project schedule. Therefore, there is not additional work effort to this sub-task authorized by this Supplemental Agreement No. 4.

1.4. Progress Reporting and Invoicing

The CONSULTANT shall prepare and submit twenty-seven (27) additional monthly **Progress Reports** with each invoice for the extended term as authorized by this Supplemental Agreement No.4.

Deliverable(s):

- Monthly Progress Reports (27 additional)
- Monthly Invoices (27 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. 4.

TASK 2. CLIENT COMMUNICATIONS AND COORDINATION

This Supplemental Agreement No. 4 includes Monthly 30-Minute Client Update Conference Calls. These calls will allow both Project Managers a scheduled, formal contact point to maintain open communications, discuss project progress, issues, and staffing needs, and coordinate overall contractor progress and performance issues. No formal meeting notes will be prepared and/or distributed as a result of these calls.

- Monthly 30-Minute Client Update Conference Calls (27 additional)

TASK 19. DESIGN SERVICES DURING CONSTRUCTION

The Engineering Design Services to be provided during construction include the following:

19.1. Site and Regular Contractor Meetings

Upon request by the CITY, the CONSULTANT shall attend regular contractor meetings and other site visits to provide engineering support, when needed. The CONSULTANT shall review and provide input to the CITY prepared meeting agendas and meeting summary notes, when requested by the CITY. This sub-task includes attendance by two (2) HDR staff at a maximum of 100 labor hours, for an estimated 12 regular contractor meetings and site visits.

Deliverable(s):

- Review comments to CITY prepared meeting minutes and agendas

19.2. Requests for Information (RFIs)

The CONSULTANT shall provide responses to contractor's requests for information (RFIs) in a timely manner. Generally, the CITY will need RFI responses within 7 business days (not including Saturdays, Sundays or Holidays) of the request, however more or less time may be allocated depending on the specific issue.

Deliverable(s):

- Technical memorandum response to RFIs

19.3. Constructability Issues/Plan Clarifications

The CONSULTANT will be required to provide input and guidance on constructability issues during construction. This includes on-site visits and design revisions based on field conditions or suggested plan changes by CITY staff. The CITY will provide a minimum of 7 business days (not including Saturdays, Sundays or Holidays) for the CONSULTANT to respond with a recommended course of action. Both the CITY and CONSULTANT will agree on the time needed to complete the design revision.

For plan clarifications, the CONSULTANT shall respond within 7 business days (not including Saturdays, Sundays or Holidays), or other timeframe agreed by both the CITY and CONSULTANT. All plan clarification responses to the CONTRACTOR shall be in written format.

Deliverable(s):

- Technical memorandum addressing constructability issues or design revisions

19.4. Approval of Shop Drawings/Submittals

The CONSULTANT shall review shop drawings, material submittals, and/or proposals for substitutions of materials and procedures as submitted by the contractor for conformance with the project requirements and intent. The CONSULTANT shall provide the reviews and/or approvals in accordance with WSDOT Standard Specification 1-05.3 Working Drawings, or as agreed by both the CITY and CONSULTANT.

Deliverable(s):

- Approvals of shop drawings signed and stamped by a professional engineer

19.5. Review of Contractor Schedule

Upon the request of the CITY, the CONSULTANT shall provide review of the Contractor's proposed baseline construction schedule. The review will note if the schedule is of sufficient detail and adequately incorporates all scope activities and material procurement constraints (i.e. long-lead items), that it meets contractual requirements pertaining to the schedule, that it has sound logic, and that the critical path is accurately depicted. The CONSULTANT will provide the CITY with a red-lined markup of the contractor's schedule and brief cover memo.

The CONSULTANT will also provide monthly review of the contractor's periodic schedule updates, to compare the update to the previous month's schedule, identifying variances, potential critical path threats, reasons for any delays that may occur, and the party who is responsible for said delays. (i.e. Owner versus contractor). The CONSULTANT will provide the CITY with a brief review memo summarizing the monthly schedule review and any comments.

Deliverable(s):

- Redlined markup of the Contractor's baseline construction schedule and cover memo.
- Monthly schedule review memos (estimated 22 updates).

19.6. Review of Contractor Change Order Requests

Upon the request of the CITY, the CONSULTANT shall provide review and design concurrence of Contractor or CITY prepared Change Order Requests. Such review shall not constitute change order approval; it would simply reflect that the CONSULTANT has reviewed the requested change and acknowledges that it is consistent with the original design parameters. At the CITY's request, the CONSULTANT will assist the CITY in the evaluation of a contractor claim for entitlement due to purported costs arising from work or circumstances that the contractor may construe to be beyond what was identified in the original contract (i.e. changed conditions). The CONSULTANT may be requested to prepare and issue plan revisions as part of the change order approval process, and review of change order pricing and compilation of independent estimates. This sub-task includes a maximum of 80 labor hours.

Deliverable(s):

- Review Comment Memos

19.7. Permit compliance

Upon the request of the CITY, the CONSULTANT shall provide up to 40 hours labor for coordination and correspondence with permitting agencies during Phase 1 construction.

In addition, the CONSULTANT shall provide two (2) HDR environmental staff for two (2) field visits (estimated 8 hours on-site plus travel, preparation and documentation time) for fish removal to satisfy WDFW HPA permit requirements.

Deliverable(s):

- Summary notes of meetings and conversations with the regulatory agencies and tribes
- Site visit observation Memos

19.8. Coordination with Franchise Utilities

Upon the request of the CITY, the CONSULTANT shall assist the CITY in coordinating facilities relocations and installation of new facilities in the Joint Utility Trench (JUT) with the franchise utility companies, identified as Snohomish County PUD No. 1 (PUD), Frontier Communications (Frontier), WAVE Communications (WAVE), Comcast, and Puget Sound Energy (PSE). Total effort is estimated at a maximum of 34 labor hours.

Deliverable(s):

- Summary notes of meetings and conversations with franchise utilities
- Review Comment Memos

19.9. Geotechnical Construction Phase Services – (to be provided by subconsultant Shannon & Wilson)

The purpose of this Subtask is to provide geotechnical construction observation services for the installation and dynamic testing of the deep foundations, observation of the temporary shoring, backfill placement and geofoam placement, and other items for State Avenue Corridor Widening Project. Geotechnical construction observations services will include providing on-call, part-time or full-time field representative to observe construction activities as requested, providing geotechnical support as necessary, and attending project meetings in Marysville or via conference call.

The CONSULTANT will provide a field representative to observe construction activities. The CONSULTANT will prepare daily field activity reports that document observations while onsite and recommendations to the owner. The anticipated field and office activities that the CONSULTANT would perform include:

- On-call field representative to observe the driven pile deep foundation installation and end-of-initial drive and restrrike dynamic testing.

- On-call field representative to observe the temporary shoring installation
- On-call observation of the backfill placement and compaction and geofoam placement operations performed by the contractor.
- As requested review of contractor documents including pile driving installation approach, wave equation driving criteria, and dynamic test results from end-of-initial drive and restrrike dynamic testing
- Office engineering associated with construction and site visits and meetings as requested.

Assumption(s):

- The contractor schedule is not available. The level of effort is based on our experience and the actual effort will be based on the contractor's progress.
- The CONTRACTOR or CITY will notify the CONSULTANT when the CONSULTANT is needed on site.

Deliverable(s):

- Daily field activity reports.
- Responses to RFI and contractor submittals
- Pre-construction meeting (one meeting)
- Observation and documentation of secant pile wall installation for bridge over Quilceda Creek (each visit assumes 8 hours on site plus 1 hour for travel and field reports)
- Observation and documentation of soldier pile wall installation (each visit assumes 8 hours on site plus 1 hour for travel and field reports)
- Observation and documentation of retaining wall subgrade and other site improvements as required. (each visit assumes 3 hours on site plus 1 hour for travel and field reports)
- Up to five additional site visits, as required (each visit assumes 3 hours on site plus 1 hour for travel and field reports)
- Project management, consultation and review of contractor submittals.

19.10. Bridge Load Rating

Upon request by the CITY, the CONSULTANT shall complete a post construction load rating analysis of the prestressed concrete girders, and prepare a load rating report complete with backup calculations and documentation for the newly constructed bridge along State Avenue over Quilceda Creek.

Deliverable(s):

- Bridge Load Rating Report

19.11. Ongoing Assistance and Coordination with the CITY

It is anticipated that there will be a need to coordinate and assist the CITY with review of Contractor correspondence and requests, traffic coordination issues, property owner questions, and other as of yet undetermined matters. The CONSULTANT shall assist the CITY in these matters up to a maximum of 60 labor hours.

The CONSULTANT shall review the Contractor's project construction schedule, bi-monthly, and meet with the CITY to assist in identifying any project delays and resulting impacts, and review the Contractor's proposed remedies for returning the project to the agreed upon schedule. It is estimated that these schedule review work efforts will include a maximum of 40 labor hours.

Deliverable(s):

- Review comments to CITY prepared meeting minutes and agendas
- Review Comment Memos

19.12. Record Drawings

The CONSULTANT shall prepare Record Drawings based on the red-lined markups developed by the Contractor and provided to the CONSULTANT by the CITY, upon completion of construction. The CONSULTANT will have no responsibility regarding the completeness or accuracy for the Record Drawings other than the CONSULTANT'S own work efforts in transferring the markup information to the CAD drawings.

Assumption(s):

- All Contractor red-line markups will be consolidated on one set of plans and special provisions.
- The Contractor and CITY shall review the red-line markups for accuracy and to resolve any conflicting comments or notations, prior to delivering them to the CONSULTANT.
- CONSULTANT work effort in preparing Record Drawing is limited to 100 labor hours.

Deliverable(s):

- Record Drawings (AutoCAD format)

19.13. Project Walkthrough and Acceptance

Upon the request of the CITY, the CONSULTANT shall assist the CITY in conducting the project final inspection and acceptance. This may include the preparation of punch list items and a maximum of two (2) project walkthroughs to confirm completion. The project walkthroughs will be attended by the CONSULTANT Design Manager and one CONSULTANT Discipline Lead. Each walkthrough is estimated to last 4 hours including travel. Total sub-task labor effort shall not exceed 26 labor hours.

Deliverable(s):

- Site visit observation Memos

19.14. Project Closeout

Upon request by the CITY, the CONSULTANT shall prepare a report and/or a summary of findings at the completion of project. The report shall include changes made during construction, as compared with the original design and intent of the project. The report shall also include lessons learned and improvements the CITY may want to consider.

Deliverable(s):

- Project closeout documentation.