


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 14, 2020

AGENDA ITEM:	
Highway Safety Improvement Program (HSIP) Projects – 3 rd to 80 th Street Supplemental Agreement No. 7 to the Professional Services Agreement with KPG	
PREPARED BY:	DIRECTOR APPROVAL:
Patrick Gruenhagen, Project Manager	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Supplemental Agreement No. 7	
BUDGET CODE:	AMOUNT:
30500030.563000, R1302	\$40,719.11
SUMMARY:	
<p>The City contracted with KPG, Inc. on September 9, 2013 to provide professional engineering design services for a series of transportation improvement projects that received grant funding through the Federal Highway Administration’s “<i>Highway Safety Improvement Program.</i>” (HSIP). Project highlights include:</p> <ul style="list-style-type: none"> • Replacement of an antiquated signal system at 80th Street NE/State Ave, including the redesign of the intersection to provide for dual ADA ramps at all corners and proper spacing between pedestrian push button installations. • Refinement of signal operations and phasing on State Avenue at 3rd, 4th, 6th, 8th and 76th, incorporating new signal heads where warranted, improving signal head visibility through installation of retroreflective tape, upgrading pedestrian displays to “countdown type,” and improving railroad “preemption timing” at intersections adjacent to grade crossings. <p>Design for the project is now complete and under final WSDOT review. Right-of-way acquisition for the project is now also complete — setting the stage for the City to advertise the project for construction just after the first of the year.</p> <p>The City’s agreement with KPG presently has an expiration date of December 31, 2020, but contemplates future extension of KPG’s project support into the construction phase. The attached Supplement Agreement No. 7 provides for this, allowing KPG to remain an active partner to the City during this next phase of the project — extending the agreement end date to December 31, 2021 and allowing the design team to remain on board for the purposes of providing support during the bid, evaluating change order proposals, reviewing technical submittals, and responding to contractor requests for information. (RFIs)</p>	
RECOMMENDED ACTION:	
Staff recommends that Council authorize the Mayor to sign and execute the attached Supplemental Agreement No. 7 to the City’s Professional Services Agreement with KPG, Inc., extending the agreement end date to December 31, 2021 and authorizing \$40,719.11 in additional funds to provide for design support during the construction phase of the project.	
RECOMMENDED MOTION:	
I move to authorize the Mayor to sign and execute Supplemental Agreement No. 7.	



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>7</u>		Organization and Address	
Original Agreement Number R-1302		KPG, Inc. 2502 Jefferson Ave. Tacoma, WA 98402 Phone: (253) 627-0720	
Project Number HSIP-2691 (005)	Execution Date	Completion Date December 31, 2021	
Project Title State Avenue - 3rd St. to 80th St. NE HSIP Improvements	New Maximum Amount Payable \$281,599.94		
Description of Work The scope of work will allow for design support services during construction - including independent review and pricing of contractor change order proposals; preparation of change order exhibits; review of technical submittals; assistance with formulation of responses to contractor requests for information (RFIs); and technical support during the bidding phase.			

The Local Agency of City of Marysville
desires to supplement the agreement entered in to with KPG, Inc.
and executed on September 9, 2013 and identified as Agreement No. R-1302

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

The work includes independent pricing of contractor change order proposals; preparation of change order exhibits; review of technical submittals; assistance with the crafting of responses to contractor questions (RFIs); and technical support during the bidding phase, as further described in attached Exhibit B.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: All work shall be completed by December 31, 2021.

III

Section V, PAYMENT, shall be amended as follows:

The Maximum Amount Payable under the Agreement shall be increased to \$281,599.94, inclusive of \$40,719.11 for the services being added under this Supplemental Agreement No. 7.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Nelson Davis, President, KPG, Inc. By: Jon Nehring, Mayor, City of Marysville

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement # 1	Supplement # 2	Supplement # 3	Supplement # 4	Supplement # 5	Supplement # 6	Supplement # 7	Total
Direct Salary Cost	\$52,412.65	\$0.00	\$6,236.46	\$0.00	\$5,481.20	\$0.00	\$0.00	\$14,309.50	\$78,439.81
Overhead (Including Payroll Additives)	\$76,407.16	\$0.00	\$7,351.54	\$0.00	\$8,040.92	\$0.00	\$0.00	\$22,116.76	\$113,916.38
Direct Non-Salary Costs	\$65,311.80	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,711.80
Fixed Fee	\$15,723.80	\$0.00	\$1,870.94	\$0.00	\$1,644.36	\$0.00	\$0.00	\$4,292.85	\$23,531.95
Total	\$209,855.41	\$0.00	\$15,858.94	\$0.00	\$15,166.48	\$0.00	\$0.00	\$40,719.11	\$281,599.94

EXHIBIT B

City of Marysville HSIP Projects

KPG – Supplement #7

Scope of Work November 19, 2020

Additional work has been requested to finalize bid documents, provide bid phase services and provide on-call engineering support during construction.

Additional Work Elements Include:

Work Element 10 Finalize Bid Documents

- 10.1 This work was included as part of the original contract, however project completion date was extended and changes to existing conditions required additional work to complete the 90% Submittal that used the remaining project budget for that task. The work required to complete final bid documents will include addressing the City's 100% plan and specification comments and addressing WSDOT submittal comments.
- 10.2 The Consultant shall provide Bid Phase services that include: responding to Contractor's questions, preparing bid addendums, and preparing conformed documents for construction.

Deliverables:

Items to be provided by the Consultant:

- preparation of bid documents
- responses to bidder questions and addendums to bid documents

Work Element 11 Construction Support Services

- 11.1 Prepare for and attend pre-construction conference with the City, Contractor, and affected utilities. Meeting arrangements will be by the City.
- 11.2 The Consultant shall provide the on-call field support to the City for the duration of construction. The level of effort for field support time is estimated at 2 site visits.
- 11.3 The Consultant shall review material submittals and RFI's provided by the Contractor as requested by the City. Only Submittal reviews pertaining to signals and wall installation shall be reviewed by the Consultant. All other submittals shall be reviewed by the Construction Services Team.

11.4 The Consultant shall review change conditions as they arise and make recommendation to the City for field changes/change orders.

11.5 Prepare Record Drawings for the project based on redline drawings provided by the City/Contractor.

Deliverables:

Items to be provided by the Consultant:

- Submittal and RFI responses
- Documentation from site meetings, change conditions, and field directives.
- Field Directive and Change order graphics
- Full size Record Drawings (PDF and CADD versions)

Management Reserve

Management reserve will be used to address potential unforeseen design changes, construction support and/or survey needs as mutually agreed upon by the City and the Consultant. No work will be billed to this task without prior authorization from the City. A fee estimate will be developed at the time the work is requested.