

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: March 8, 2021**

<b>AGENDA ITEM:</b>	
Supplemental Agreement No. 5 with HDR, Inc. on the State Avenue (100 <sup>th</sup> Street NE to 116 <sup>th</sup> Street NE) Corridor Improvement Project	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Patrick Gruenhagen, Project Manager	<i>PK for KR</i>
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Supplemental Agreement No. 5	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R1601	\$298,543.93
<b>SUMMARY:</b>	
<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 Corridor Improvement Project. Upon completion of design, permitting, and right of way acquisition in late 2019, construction for Phase 1 of the project (extending from 100<sup>th</sup> Street NE to 104<sup>th</sup> Street NE) began in early 2020, and is now well under way.</p> <p>On January 11, 2021, Council approved the agreement for \$4M in construction funding with the Transportation Improvement Board, which is now earmarked for Phase 2 of this project — extending along State Avenue from 104<sup>th</sup> Street NE to 116<sup>th</sup> Street NE. As a result, the City is now moving forward with a goal to have Phase 2 under construction just as construction of Phase 1 draws to a close, in early 2022.</p> <p>Toward that end, Supplemental Agreement No. 5 amends HDR’s scope of work to provide for advancement of the Phase 2 design from 90% to a 100% “Ad-ready” state of completion. Further, this Supplement calls for HDR to spearhead efforts to pursue environmental permits for Phase 2, and to serve as the City’s main point of contact during planned negotiations for purchase of right-of-way that will be required to build the project. The total cost for this additional work, as negotiated, will be \$298,543.93, yielding a new contract total of \$3,124,098.74. In addition to scope revisions, Supplemental Agreement No. 5 provides for a time extension of the contract end date through June 30, 2022.</p>	

<b>RECOMMENDED ACTION:</b>
Staff recommends that Council authorize the Mayor to sign and execute Supplemental Agreement No. 5 with HDR, Inc., for Phase 2 of the State Avenue (100 <sup>th</sup> Street NE to 116 <sup>th</sup> Street NE) Corridor Improvement Project in the amount of \$298,543.93 and extending the term to June 30, 2022.
<b>RECOMMENDED MOTION:</b>
I move to authorize the Mayor to sign and execute the supplemental agreement.

**SUPPLEMENTAL AGREEMENT NO. 5 TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND HDR ENGINEERING, INC.**

**THIS SUPPLEMENTAL AGREEMENT NO. 5** (“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 roadway to 5-lanes (the “Original Agreement”), said Original Agreement being dated April 11, 2017 and four supplemental agreements: Supplemental Agreement No. 1, dated February 12, 2018, and Supplemental Agreement No. 2, dated September 11, 2018, Supplemental Agreement No. 3, dated June 25, 2019, and Supplemental Agreement No. 4, dated February 4, 2020; and

WHEREAS, both parties desire to supplement the Original Agreement by expanding the scope of services and extending the contract term to June 30, 2022;

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-5, attached hereto and by this reference made part of this Supplemental Agreement No. 5, 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, 2022.
3. Section 3 of the Original Agreement, “COMPENSATION” as amended by Supplemental Agreement No. 1, Supplemental Agreement No. 2, Supplemental Agreement No. 3, and Supplemental Agreement No. 4, is amended to include the additional Consultant fee of \$298,543.93 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$3,124,098.74 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	\$358,504.21
Supplemental Agreement No. 5	<u>\$298,543.93</u>
<b>Grand Total</b>	<b>\$3,124,098.74</b>

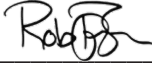
4. Each and every provision of the Original Agreement for Professional Services dated April 11, 2017, shall remain in full force and effect, except as modified herein.

DATED this \_\_\_\_\_ day of March, 2021.

CITY OF MARYSVILLE

HDR ENGINEERING, INC.

By \_\_\_\_\_  
Jon Nehring, Mayor

By  \_\_\_\_\_  
Its: Sr Vice President

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. 5**

Supplemental Scope of Services for Completion of  
Segment 2 Design and Right-of-Way

February 2021

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. 5 authorizes additional work necessary for providing engineering design and right-of-way (ROW) acquisition services for the Segment 2 Segment of the PROJECT, **State Avenue Improvement Project (104th Street NE to 116th Street NE)**, described generally as:

- Engineering Design to advance Plans, Specifications, and Engineer's Opinion of Probable Construction Cost from the 90% design level to the 100% and Ad-Ready design level;
- Attending progress meetings with CITY Staff;
- Coordinating with CITY and Franchise Utilities for design and Construction Provisions related to the Joint Utility Trench and other relocation activities;
- Real Estate Acquisition Services including offer preparation, negotiations, and closing of the acquisition;
- Property Valuation services including appraisal updates; and
- Bidding period support services.

### Background Information

The Project Design for Segment 1 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. Construction of Segment 1 commenced in early 2020 and is anticipated to be complete by December 2021. In May 2019, the CITY decided to delay the completion of the Segment 2 design and ROW acquisition due to funding constraints and focus on the construction of Segment 1. With Segment 1 construction well underway and receipt of additional grant funding for Segment 2 through the Washington State Transportation Improvement Board (TIB), the CITY has requested that the CONSULTANT provide additional design engineering and ROW acquisition services to complete the final design, prepare contract documents, assist with acquisition of remaining ROW and easements, and respond to contractor questions during the bidding phase.

### Scope of Work

This supplemental scope of work includes additional final design engineering services, preparation of environmental and construction permit applications, and ROW acquisition services necessary to facilitate the completion of Segment 2 and the overall PROJECT.



### 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 1 .....August 2018–Completed
- ROW Acquisition Complete – Segment 1 .....November 2019–Completed
- Environmental Permits Secured – Segment 1 .....July 2019–Completed
- Ad-Ready – Segment 1 .....October 2019–Completed
- Bidding Phase – Segment 1 .....October/November 2019–Completed
- Construction Phase – Segment 1 .....January 2020 – November 2021–In Progress

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

- 90% Design – Segment 2 .....August 2018–Completed
- ROW Acquisition Complete – Segment 2 .....November 2021
- Environmental Permits Secured – Segment 2 .....November 2021
- Ad-Ready – Segment 2 .....November 2021
- Bidding Phase – Segment 2 .....December 2021–January 2022

### Project Assumptions

#### General Assumptions:

1. The General Assumptions remain unchanged as outlined in the Original Agreement and previous Supplemental Agreement Nos.1 through 4.
2. The CITY’s Project Manager will be Patrick Gruenhagen, PE.
3. The CITY shall provide or make available any applicable updates to its codes and standards, relevant as-constructed plans from other projects, and new development plans and records since the Segment 2 PROJECT was put on hold in 2019.
4. All meetings outlined in this Supplemental Agreement No. 5 will be scheduled and conducted virtually via WebEx or other media determined by the CONSULTANT, due to current COVID pandemic restrictions, guidelines, and practices.
5. Additional assumptions are listed in the individual subtask descriptions.

**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 4; except any recent (since 2019) updates of the applicable codes, design manuals, and standard specifications.
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 June 30, 2022. The additional work includes the work to update the scope, schedule, 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. 5. 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 Management Plan (PMP), Quality Management Plan (QMP), project accounting and project management records to include the additional work of this Supplemental Agreement No. 5.

#### 1.2. Project Team Coordination Meetings

The CONSULTANT shall hold monthly Project Team Coordination Meetings with key CONSULTANT team members to 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. The SUBCONSULTANT project managers shall also attend these meetings as requested.

##### Assumptions:

- Twelve (12) monthly project team coordination meetings
- The CONSULTANT shall be responsible for agendas for the PROJECT team meetings.

##### Deliverable(s):

- There are no formal deliverables for this task.

#### 1.3. Project Schedule

The CONSULTANT shall re-baseline the PROJECT and develop an updated Project Schedule to include Segment 2 final design, ROW acquisition, permitting and bidding. The schedule shall be maintained and updated as necessary during the time of this Supplemental Agreement No. 5. This scope of services anticipates a maximum of two (2) progress updates.

##### Deliverable(s):

- Re-baseline Project Schedule
- Progress Schedule updates (2 max.)

## 1.4. Progress Reporting and Invoicing

The CONSULTANT shall provide additional information for Segment 2 efforts, to 14 Monthly Progress Reports already authorized by Supplemental Agreement No. 4.

### Deliverable(s):

- Segment 2 information in previously authorized Monthly Progress Reports (14 additional)
- Segment 2 information in previously authorized Monthly Invoices (14 additional)

## 1.5. Subconsultant Coordination

The CONSULTANT shall manage and coordinate with the SUBCONSULTANTS required for the successful completion of the work, and as included in the scope and budget for this Supplemental Agreement No. 5.

## 1.6. Project Restart Kick-off Meeting

The CONSULTANT will prepare for and conduct a Project Restart Kick-off Meeting to provide the necessary basis for a successful completion of the Segment 2 project that satisfies the needs of the CITY, CONSULTANT, and community-at-large. The Project Kick-off Meeting agenda will include discussion of overall project needs, previous design decisions, 90% project characteristics (from 2019 efforts), updated information regarding CITY and community goals, standards, new developments, areas of responsibility, Supplemental Agreement No. 5 project scope and budget, and commitments to decision-making and schedule.

### CITY Responsibilities:

- Attend and participate in the Project Restart Kick-off Meeting.

### Assumption(s):

- The Project Restart Kick-off Meeting will be conducted virtually via WebEx or other media as determined by the CONSULTANT.
- The Project Restart Kick-off Meeting will be attended by the CONSULTANT Project Manager, Design Manager, up to ten (10) CONSULTANT Discipline Leads, and up to four (4) SUBCONSULTANTS; CITY Engineer, CITY Project Manager, Permitting Lead; and other CITY staff as may be determined by the CITY Project Manager.

### Deliverable(s):

- Project Restart Kick-off Meeting agenda and Meeting summary notes.

## 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. 5.

## 1.8. Project Close-out

The CONSULTANT shall assemble Segment 2 Design project documentation and records and prepare electronic files to be retained by the CONSULTANT and transmitted to the CITY in accordance with the Original Agreement and this Supplemental Agreement No. 5.

## TASK 2. CLIENT COMMUNICATIONS AND COORDINATION

This Supplemental Agreement No. 5 includes Monthly 30-Minute Client Update video/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. Summary meeting notes will be prepared and distributed as a result of these calls.

### **Assumption(s):**

1. Monthly Client Updates will be by video or conference call, and last 30 minutes.
2. A maximum of two (2) CONSULTANT staff will participate in the video / conference calls.

### **Deliverable(s):**

1. Monthly client Update Call Summary Notes (electronic copy in PDF Adobe format)

## TASK 3. QUALITY ASSURANCE/QUALITY CONTROL

The CONSULTANT will conduct a formal submittal quality assurance / quality control (QAQC) process for the Segment 2 100% and Ad-Ready submittals. The QAQC efforts will be accomplished in accordance with the PROJECT Quality Management Plan.

### Assumption(s):

1. CONSULTANT will conduct an internal QAQC process on all submittal documents prior to transmittal to the CITY.
2. A Quality Assurance Checklist will be completed for each submittal package and documented in HDR internal project files.
3. 100% plans, specifications and Engineer's Opinion of Cost will not be stamped and will be marked "Not for Construction".

### Deliverable(s):

1. There are no formal deliverables for this task.

## TASK 4. DATA COLLECTION/REVIEW OF EXISTING INFORMATION

The CONSULTANT shall collect and review all updated information and available documents related to the PROJECT, as provided by the CITY. Information may include updates to CITY front end specification/contract documents; new or modified CITY Design Standards and Details; changes and updates to codes and regulations for water, sewer, and stormwater utilities; and changes in adjacent property ownerships, improvements and development.

## TASK 5. SURVEY AND MAPPING

This task involves additional field surveying to augment the original survey completed for the project. This work will be limited to 40 hours of field time to pick up elements deemed necessary by the Project Team. It is anticipated that this work will include utility locates and pickup of pothole locations; additional survey of frontage improvements; and/or survey of elements that may have changed in the corridor. This work will also include revisions to ROW legal descriptions and exhibits for up to seven (7) parcels.

### 5.1. Research and Existing Data Compilation

CONSULTANT will collect any recent and updated existing data pertinent to the project that is available from the CITY, the County, other agencies, franchise utilities, and other sources. The data shall include ROW information, topographic surveys, existing utility locations, and previous reports and documents pertaining to the project.

### 5.2. Survey and Construction Geodetic and Cadastral Control

CONSULTANT will recover existing survey control monumentation, established during previous phases of the PROJECT. It is assumed that the previous control is remaining and can easily be recovered. Re-establishing survey control that has been removed, destroyed or dislodged is not included in this scope, and will be considered extra work.

### 5.3. Field Surveying and Base Mapping

A Washington State licensed professional land surveyor will update the field survey and revise and augment, as necessary, the existing conditions basemap completed during earlier phases of the PROJECT. Base mapping shall include topographic features and elevations within the project limits to a level of detail necessary for a proper engineering design. This scope limits the amount of field effort for restoring survey control and collecting additional survey information to 32 crew hours.

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

CONSULTANT will review and resolve any existing ROW and adjacent parcel boundaries within the project area, that may have changed since completion of the 90% Design.

It is estimated that seven (7) updated Title Reports will be needed to confirm the CITY's ROW boundaries as well as determine potential ROW acquisition areas, easements and permits. This task also includes the development and delivery of up to seven Exhibits and Legal Descriptions in support of project ROW acquisition or new easement requirements. This effort is limited to 36 labor hours.

### 5.5. Office Processing and Deliverable

This task includes the office processing of the surveyed data sets and the extraction of the data required for deliverable.

This task also includes the processing of the data collected for use in determining the ROW and the creation of the topographic mapping deliverable. This effort is limited to 40 labor hours of office survey time.



## 5.6. Supplemental Surveys

It is assumed that during the final design phase, some level of supplemental survey not otherwise identified in this scope of services, may be necessary, for purposes such as private property match/conforms, utility features, structure elevations, or features requiring more definition for design purposes. This effort is limited to 16 field-crew hours.

CONSULTANT will process the supplemental field survey data and update the existing basemap to include the supplemental data.

### Assumptions:

- The CITY will obtain title reports for the seven parcels that will be required.
- Up to seven parcels will require Exhibits and Legal Descriptions – up to two versions each.
- Right-of-Entry (ROE) to seven adjacent properties will be required and obtained by the CITY.
- The CONSULTANT will develop any required Traffic Control Plans.
- .
- Underground utilities will be painted or located by One-Call, as possible.
- Potholing will be accomplished by the CITY or franchise utility and is not included in this scope of services.
- Tree Tags are not a part of the scope of services.
- Does not include access or entry onto any Railroad properties.
- Supplemental field survey level of effort is limited to a maximum of 24 hours of crew time.

### Deliverable(s):

- Updated Topographic Survey and ROW Base Map (electronic copy), 1"=20' basemap, 2-foot contour intervals.
- Supplemental survey and corresponding Base Map updates.
- Updated AutoCAD Surfaces (DTM Files) (electronic copy).
- Copy of field survey books (hard copy).
- Revised Final ROW Legal Descriptions and Exhibits in hard copy and electronic format.
- Revised Final Right-of-Way Plans

## TASK 6. GEOTECHNICAL ENGINEERING

CONSULTANT will provide geotechnical engineering services needed to support final development of contract documents for the construction of utilities, stormwater ponds, signal pole foundations, and other road improvements associated with the project. CONSULTANT services include:

### 6.3. Geotechnical Design Services:

CONSULTANT will review and update geotechnical recommendations, previously developed during an earlier phase of the PROJECT, for the design and construction of the roadway improvements. The maximum level of effort for Geotechnical Engineering is 24 labor hours. Anticipated geotechnical design services may include the following:

**Signal Pole and Luminaire Design Recommendations:** CONSULTANT will review and confirm the lateral bearing pressures of the soil at the boring locations and provide geotechnical recommendations for signal pole and luminaire foundations based on WSDOT standard plans and procedures.

**Stormwater Infiltration Recommendations:** CONSULTANT will review and confirm the hydrogeologic recommendations for short- and long-term infiltration rates provided during an earlier phase of the PROJECT. The infiltration rates will be based on correlations with soil gradation.

**Quality Assurance/Quality Control (QA/QC):** CONSULTANT will have the design calculations, recommendations, and reports reviewed in accordance with its QA/QC plan.

**Geotechnical Engineering Report Update:** CONSULTANT will review the previously prepared Geotechnical Engineering Report and prepare a Geotechnical Engineering Report Update in the form of a technical memorandum. The memorandum shall confirm that previous conditions and recommendations are still valid and modify any recommendations due to a change in conditions or code requirements.

**Plan and Specification Review:** CONSULTANT will conduct a review of the project plans at the 100% milestone submittal to ensure that the geotechnical aspects of the project have been incorporated into the project documents.

**Formal Conformance Letter:** A letter will be produced after review of the 100% documents for conformance with the geotechnical design and construction recommendations for the project.

**Geotechnical Engineering Response to Bidders' Questions:** CONSULTANT will provide geotechnical engineering input to responses from potential bidders.

#### Assumption(s):

- The maximum level of effort for Geotechnical Engineering is 24 labor hours.
- Design for the geotechnical engineering analyses will be based on 2015 WSDOT *Geotechnical Design Manual* and 2014 AASHTO LRFD design criteria. Design of the stormwater water infiltration rates will

be based on the Department of Ecology *2012 Stormwater Management Manual for Western Washington*.

- Pilot infiltration tests (PITs) and groundwater mounding analyses are not included in this AGREEMENT.
- The site soils will support standard WSDOT plan signal pole and luminaire foundation design. Non-standard signal pole or luminaire foundation design will not be required.

**Deliverable(s):**

- Geotechnical Engineering Report Update Technical Memorandum (electronic copy as Adobe PDF)
- Plans and Specification markups (comments and edits to Adobe PDF or Microsoft Word document)
- Review Conformance Letter at 100% Project Milestone (electronic copy as Adobe PDF)

## TASK 7. WATERMAIN & SANITARY SEWER DESIGN

The objective of this task is to prepare the final design for the replacement of the existing asbestos cement pipe water main with a new ductile iron pipe water main the length of the project, and install, modify, or extend water and sanitary sewer services to the new ROW, as may be required.

### 7.1. 100% Submittal

The CONSULTANT will use the previously prepared 90% design plans and progress to the 100% design and plan level. The CONSULTANT will take into consideration the 90% design review comments from the CITY, and other updated information provided by the CITY at the start of this effort while advancing to the 100% level.

#### 7.1.1. 100% Plans

The CONSULTANT will further develop the 90% plans to a 100% plan level including the sheets listed in the table, shown in Task 13.

#### 7.1.2. 100% Specifications

The CONSULTANT will update the specifications with any new or additional special provisions from the advancement of design and incorporation of CITY comments. The CONSULTANT shall run the “run-list” prior to submittal.

#### 7.1.3. 100% Engineer’s Opinion of Cost

CONSULTANT’s Engineer’s Estimate shall update the 90% opinion of cost for the watermain replacement and document the estimate with backup quantity calculations.

#### Deliverable(s):

- 100% Watermain and Sanitary Sewer Pipe Replacement Plans (incorporated into the overall 100% plans submittal)

### 7.2. Ad-Ready Submittal

CONSULTANT will use the 100% design plans and progress to the Ad-Ready design and plan level. The CONSULTANT will take into consideration the 100% design review comments from the CITY while advancing to the Ad-Ready level.

#### 7.2.1. Ad-Ready Plans

The CONSULTANT will further develop the 100% plans to an Ad-Ready plan level without the addition of any new sheets.

#### 7.2.2. Ad-Ready Specifications

The CITY will supply the CONSULTANT with the current version of the CITY’s Special Provisions. The CITY’s boilerplate specifications are supplied in a Microsoft Word format. CONSULTANT will be required to create a “run-list” and edit the boilerplate version by supplementing project specific information. Since the CITY

updates the boilerplate specifications, the CONSULTANT shall keep a current project "run-list" and rerun the batch program prior to each plan submittal.

### **7.2.3. Ad-Ready Engineer's Opinion of Cost**

CONSULTANT's Engineer's Estimate shall update the 100% the opinion of cost and document the estimate with backup quantity calculations. The estimate shall be prepared using standard unit costs and lump sum prices. The Ad-Ready opinion of probably cost will not include contingencies as all elements of work are defined. The "Bid Proposal" within the boilerplate specifications shall be prepared from this information by the CONSULTANT.

#### **Deliverable(s):**

- Ad-Ready Watermain and Sanitary Sewer Pipe Replacement Plans (incorporated into the overall final plans submittal)

## TASK 12. ENVIRONMENTAL DOCUMENTATION & PERMITTING

The purpose of this task is to engage the regulatory agencies, update documentation, and prepare the SEPA Checklist, City Permits and NPDES Stormwater Permit application for the Segment 2 PROJECT.

### 12.1. SEPA checklist preparation

- Prepare a draft and final SEPA checklist consistent with the requirements of WAC 197-11.
- Provide SEPA response to comment support with up to 10 unique responses to public comments.

### 12.2. Permit Support

- Prepare, on behalf of the CITY, a NPDES Stormwater Permit application form.
- Prepare City of Marysville Clear & Grade, Stormwater Checklist, Demolition, and Building Permits applications.
- Coordinate with the CITY permit reviewers to facilitate review and comments.

#### CITY Responsibilities:

- Provide any existing project data or environmental reports prepared for previous work along the State Avenue Corridor and nearby development projects.
- CITY will handle SEPA processing based on SEPA checklist drafted by the CONSULTANT.
- The SEPA checklist and SEPA determination will be signed by the CITY
- Public notification will be handled by CITY staff. Copying, distribution, signage, postage, etc., are not covered in this scope of work.
- Conduct review and provide comment on the draft SEPA checklist.
- Provide timely review of all deliverables and a consolidated list of review comments to the CONSULTANT, in accordance with the project schedule.

#### Assumption(s):

- 
- SEPA checklist preparation will not require separate field work, study or analysis by the CONSULTANT. Information to prepare the checklist will be gathered from known data sources, mapping, online research and existing documents provided by the CITY.
- The CITY will formally issue the SEPA determination and distribute public notice and supporting materials to the appropriate agencies and the public.
- Mailing lists and postage fees will be provided by the CITY.
- Public notification mailing, distribution, posting at public facilities (library, City Hall, county facilities, etc.), and on-site posting as required will also be handled by the CITY.
- Coordination and payment for the public notice in the local newspapers will be handled by the CITY.

- Scope and budget to support a SEPA appeal is not included and is considered Extra Work.
- Roadway plans in MicroStation format for the proposed alignment will be provided for use with GIS in TNM modeling.
- Design year traffic data will be provided by the CITY or CONSULTANT traffic engineers.
- Interim year and design year traffic volumes (or growth rates) including turning movements and signal timing data will be provided by the CITY or CONSULTANT traffic engineers.
- The regulators (CITY, Tulalip Tribe and Natural Resource Agencies) all agree on the logical termini and independent utility.
- Each document is limited to two review and revision cycles by CITY and Natural Resource Agencies.
- Changes to the project description and/or project area may necessitate modifications to this scope of services; such changes will be considered as Extra Work.

**Deliverable(s):**

- Draft and Final SEPA Checklist.
- Draft and Final NPDES Stormwater Permit application.
- City Permits (Clear & Grade, Stormwater Checklist, Demolition, Building).

## TASK 13. FINAL DESIGN - PS&E

The CONSULTANT shall follow the guidelines set forth in the CITY's *Design Standards and Plans Preparation Manual* when preparing the 100%, and Ad-Ready plans, specifications and estimate.

### Assumption(s):

- 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 initially prepared based on CONSULTANT's knowledge of the project scope and anticipated work elements, with the actual number of sheets developed through the previously completed 90% Submittal. It is anticipated that the number of sheets will not increase during development of the 100% and Ad-Ready construction documents submittals.

### 13.1. General

CONSULTANT will prepare the contract drawings in accordance with the CITY's design standards. Unless otherwise noted or directed by the CITY, CONSULTANT will prepare plan view sheets at a 1" = 20' scale (full size) and 1" = 40' scale (half size).

CONSULTANT will prepare a cover sheet including an index of drawings. The list of plan sheet titles in the indices will exactly match the titles as they appear on the plan sheets.

CONSULTANT will prepare a vicinity map showing the project limits. The vicinity map will include the beginning and ending of construction, stations, major cross streets, waterways, and critical areas.

CONSULTANT will prepare a sheet layout index for each scale used showing the sheet layout for the various disciplines. CONSULTANT will prepare general notes, abbreviations, and symbols sheet.

### 13.2. 100% Submittal

#### 13.2.1. 100% Plans

The CONSULTANT will further develop the previously completed 90% plans to a 100% plan level including the sheets listed in the following table.



The anticipated sheet list for final design includes:

**100% & Ad-Ready Submittal Sheet List**

Sheet Description	100%	AD
Cover Sheet with Vicinity Map and Index	2	2
Legend, General Notes, Abbreviations, and Project Key map	2	2
Roadway Typical Sections	3	3
Alignment, Profile, and ROW Plans	12	12
Site Preparation & TESC Plans	9	9
Paving Plans	8	8
Paving Details	4	4
Intersection & Curb Ramp Grading Details	6	6
Driveway and Property Plans	11	11
Drainage Plans and Profiles	15	15
Drainage Details	4	4
Pavement Marking & Signing Plans	9	9
Pavement Marking Details	1	1
Signing Schedule & Details	1	1
Signals, Illumination & ITS Plans	22	22
Signal Details (3 Intersections)	3	3
Illumination Schedule & Details	3	3
ITS Details	2	2
Landscaping and Irrigation Plans	8	8
Landscaping Details	1	1
Irrigation Details	1	1
Utility Plans and Profiles	13	13
Utility Details	3	3
Water Main Plans	8	8
Water Main Details	1	1
Sewer Plans	4	4
Sewer Details	1	1
Staging and Traffic Control Sequencing Notes	1	1
Staging and Traffic Control Plans	2	2
Total # Sheets	<b>160</b>	<b>160</b>

**13.2.2. 100% Specifications**

The CONSULTANT will update the specifications with any new or additional special provisions from the advancement of design and incorporation of CITY comments. The CONSULTANT shall run the “run-list” prior to submittal. The work included in this scope of services is based on the assumption that the PROJECT will be constructed per WSDOT 2021 Standard Specifications.

### 13.2.3. 100% Engineer's Opinion of Cost

CONSULTANT's Engineer's Estimate shall develop an opinion of cost and document the estimate with backup quantity calculations. Backup calculations (including quantity takeoff sheets), showing assumptions made in determining quantities for each bid item, shall be made available upon request. Backup calculations shall specifically include items measured by the appropriate unit. The Engineer's Estimate will include an itemized list in tabular form, describing section, item, number of units (quantity), estimated unit costs and total cost, with the understanding that any cost opinion or Engineer's Estimate provided by the CONSULTANT will be on the basis of experience and judgment. The estimate shall be prepared using standard unit costs and lump sum prices. The "Bid Proposal" within the boilerplate specifications shall be prepared from this information by the CONSULTANT.

### 13.2.4. Ad-Ready Submittal

CONSULTANT will use the 90% design plans and progress to the Ad-Ready design and plan level. The CONSULTANT will take into consideration the 90% design review comments from the CITY while advancing to the Ad-Ready level.

### 13.2.5. Ad-Ready Plans

The CONSULTANT will further develop the 90% plans to an Ad-Ready plan level without the addition of any new sheets.

### 13.2.6. Ad-Ready Specifications

The CITY will supply the CONSULTANT with the current version of the CITY's Special Provisions. The CITY's boilerplate specifications are supplied in a Microsoft Word format. CONSULTANT will be required to create a "run-list" and edit the boilerplate version by supplementing project specific information. Since the CITY updates the boilerplate specifications, the CONSULTANT shall keep a current project "run-list" and rerun the batch program prior to each plan submittal.

### 13.2.7. Ad-Ready Engineer's Opinion of Cost

CONSULTANT's Engineer's Estimate shall develop an opinion of cost and document the estimate with backup quantity calculations. Backup calculations (including quantity takeoff sheets), showing assumptions made in determining quantities for each bid item, shall be made available upon request. Backup calculations shall specifically include items measured by the appropriate unit. The Engineer's Estimate will include an itemized list in tabular form, describing: section, item, and number of units (quantity), estimated unit costs, and total cost, with the understanding that any cost opinion or Engineer's Estimate provided by the CONSULTANT will be on the basis of experience and judgment. The estimate shall be prepared using standard unit costs and lump sum prices. The Ad-Ready opinion of probably cost will not include contingencies as all elements of work are defined. The "Bid Proposal" within the boilerplate specifications shall be prepared from this information by the CONSULTANT.

#### Assumption(s):

1. The federal, state and local codes, standards and specifications will be those in effect at the time of the 100% Submittal.
2. The CONSULTANT will upload submittals to the project FTP site.
3. The CITY will contact PROJECT stakeholders to download and review submittals.

4. The 100% Review and documentation will be conducted via BlueBeam Studio Session, with the 100% Comment Review Meeting will be held virtually.
5. The CITY will be responsible for consolidating all review comments into one coordinated set of resolved Review Comments, provided to the CONSULTANT in electronic (PDF) format.
6. There will be one 100% Review Period lasting no more than 10 calendar days.
7. There will be no CITY comment review of the Ad-Ready submittal.

**Deliverable(s):**

- 100% Plans, Project Manual (Specifications, and Engineer's Opinion of Cost
- Ad-Ready Plans, Project Manual (Specifications, and Engineer's Opinion of Cost

## TASK 15. REAL ESTATE SERVICES

The objective of this task is to provide assistance to the CITY in acquiring the necessary ROW, permanent easements and temporary construction easements to construct the roadway and utility improvements for Segment 2. CONSULTANT will provide the services listed below.

### 15.1. Real Estate Services Management

- Provide overall management for all appraisal and real estate services (RES).
- Prepare a monthly status report in excel format beginning when appraisals are commenced on the project.
- Attend periodic RES project status meetings.
- Provide QA/QC for work products.
- Establish clear lines of communication with the CITY in order to determine and document the appropriate decision-making process to achieve project goals and to provide open access to all available data that is pertinent to the project.

### 15.2. Property Descriptions and Valuations

- Review and QC legal descriptions, exhibits, and ROW plans prepared 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 ROW acquisition team.
- Prepare an appraisal schedule for delivery of updated AOS reports, and appraisal reports.
- Assemble all needed appraisal data and appraisal scope for each assigned parcel.
- Send out landowner contact letters to all affected parcels to be appraised in advance of the appraisal.
- Agents will attend appraisal inspections, where possible.
- Manage the delivery of AOS reports, appraisals, and prepare OC checklist for appraisal reports.

### 15.3. Right-of-Way Acquisitions and Negotiations.

- Prepare *offer* packages, present offers and negotiate purchases, prepare administrative settlement memos and condemnation packages, and prepare executed documents for agency approval and processing for a maximum of seven (7) parcels. All acquisition files will be transmitted to the CITY with all original documents at the completion of negotiations.
- Prepare all documents required for the assigned parcels including Offer Letters, Deeds, Easements, W-9's, Real Property Vouchers, Real Estate Tax Affidavits, Escrow Agreements, and Negotiator Diaries.
- Act as the agent for CITY in all negotiations.
- Provide justification in the negotiator's diary for any settlement above the approved offering price.
- Prepare administrative settlement memos and condemnation packages as needed.
- Transmit completed files to CITY at the completion of negotiations.

- Assist CITY with ROW pre-certification file review and final ROW Certification by preparing final certification-ready files and overview spreadsheet and attend a maximum of two (2) certification meetings with the CITY (as necessary).

**CITY Responsibilities:**

1. Provide CONSULTANT with a copy of WSDOT approved ROW acquisition procedures.
2. Approve the form and content of the status reports.
3. Attend all RES project status meetings.
4. Review and approve the appraisal schedule.
5. Review all valuation materials and sign AOS reports and the determination of value statements.
6. Review and approve all form documents and deed forms prepared by CONSULTANT.
7. Approve all administrative settlements.
8. Process all landowner payments, clear all encumbrances, and manage escrow or in-house closing for all acquisitions.
9. Make prompt payment to the owner or escrow company for all approved acquisitions.
10. Review and approve all transmitted files, as well as files and documents prepared by HDR for any required WSDOT ROW precertification and certification reviews.

**Assumption(s):**

1. CONSULTANT shall follow the Uniform Relocation Act, WSDOT Local Agency Guidelines (LAG) manual, all applicable State and local laws, and CITY administrative rules for ROW acquisition for all real estate services provided for this project.
2. CITY will provide all real estate forms that CONSULTANT will use and those forms shall be consistent with CITY acquisition practice.
3. CITY will provide CONSULTANT with available project information such as but not limited to the CITY's State approved ROW procedures, and environmental documentation.
4. All valuation services will be performed by a WSDOT certified independent appraiser to WSDOT LAG manual standards. There will be a maximum of seven (7) parcels impacted by this project with seven (7) parcel valuations prepared under the following assumptions:
  - a. Three (3) parcels will be valued as AOS reports.
  - b. Four (4) parcels to be valued as appraisal reports.
  - c. Four (4) appraisal reviews.
  - d. The appraisals include a maximum of two (2) non-complex and two (2) complex parcels. If the original preliminary funding estimate identifies parcels valued at \$25,000 or less, AOS reports will be used and valuation costs may be reduced accordingly.
  - e. Any additional appraisals or additional complex appraisals not anticipated in this scope will result in additional costs to CITY.

- f. Notice to Proceed (NTP) for AOS reports and appraisals will be the date sufficient ROW plans or exhibits are provided with title and landowner contact info to the appraiser.
  - g. NTP for the appraisal reviews will be the day the appraisals are delivered to the reviewer.
  - h. The anticipated delivery date for all appraisals is 75 days from NTP and for all reviews is 45 days from NTP.
  - i. Appraisal reviews will be desk reviews of a maximum of four (4) parcels.
5. For real estate services the CONSULTANT's title review responsibilities shall be limited to identifying the correct vesting from the title report and inputting that information into the appropriate acquisition documents. All encumbrances to be cleared will be identified by the CITY and cleared by the CITY or in escrow.
6. CONSULTANT shall make a maximum of three (3) good faith attempts at negotiations for each parcel assigned with those attempts being defined as an in-person visit with landowner, a detailed phone conversation or a substantive correspondence or email exchange.
7. The initial offers to purchase will be delivered in person, if possible, in order to present the details of the offer. If an in-person is not possible, the offer will be delivered by mail and a virtual meeting scheduled to explain the details of the offer. The offer letter along with the associated RES documents, and presentation shall be considered a good faith landowner contact.
8. If negotiations cannot be concluded within 60 days of the offer date on any given parcel or if an appraisal is requested by a landowner for any AOS parcel, then the hours to complete those parcels will be re-negotiated and adjusted accordingly.
9. This scope of services and associated budget is based on a level of effort not to exceed 60 hours per parcel for five (5) negotiated parcels with valuations, and 20 hours per parcel for two (2) parcels with only title review and any necessary corresponding signatures. Should a parcel require negotiation services beyond this basis, it will be considered Extra Work.
10. Acquisition activities on any given parcel shall be deemed completed if any of the following occurs; a negotiated settlement is reached, a second or updated offer is made, the offer is rescinded, the parcel is transmitted for condemnation, or the 60-day negotiation period has been exceeded.
11. The CITY will contract directly with the escrow company for closing and title reports. When the CITY receives acceptable transfer of ownership documents from CONSULTANT, they will be signed by the CITY and forwarded to the title/escrow company for processing, recording and closing. For each acquisition, the escrow company will be responsible for the preparation and receipt of all signatures on all documents including, but not limited to, Waivers of Compensation, Requests for Partial Re-conveyance, and satisfaction of all liens and encumbrances.
12. CONSULTANT will transmit completed files at the time or immediately after signed documents are submitted to the CITY for processing or when a file is returned to CITY at completion of negotiations as defined within this scope with any documents or other information needing to be added to the file noted in a checklist at the time of transmittal.
13. For this supplemental effort (completion of Segment 2), there will be a maximum of seven (7) parcels where ROW and temporary construction easements will need to be acquired for this project. However, there will be no compensation due to the landowner if it is determined that any minor acquisition is a mutual benefit to the landowner and the CITY.

14. It is anticipated that there will be a maximum of six (6) RES status reports produced and six (6) RES status meetings with the CITY, to be held via conference call, with a maximum of two (2) CONSULTANT staff participating in each conference call. Staff time commitment is estimated at 2 hours per conference call for preparation, participation in the call and notes.
15. CONSULTANT shall have a minimum of one and a maximum of three staff attending any scheduled property owner meetings.
16. All meetings are anticipated to be held via conference or video call, using a format suitable to the CONSULTANT; except possible in-person offer presentation meetings with the property owners.
17. There will be one (1) WSDOT pre-negotiation and one (1) WSDOT post-negotiation ROW certification meeting with a maximum of two (2) CONSULTANT staff in attendance. WSDOT meetings (virtual) are anticipated to be held via the use of a format suitable to the CONSULTANT. There will be a maximum of one round of responses for clarification, changes, or additional information after each ROW certification meeting.

**Deliverable(s):**

1. RES Status Reports (maximum of 6)
2. Meeting summary notes (electronic PDF)
3. Redline review and QC of legal descriptions, survey exhibits, and for ROW plans
4. Appraisal management and schedule
5. Landowner Appraisal Site Inspection Contact letters
6. AOS reports and QC Checklist
7. Appraisal Reports, Appraisal QC Checklists, and Appraisal Reviews
8. Completed acquisition documents
9. Administrative Settlement Memos
10. Executed acquisition documents to CITY for closing and payment
11. Completed files or condemnation packages
12. Right-of-Way Certification overview report and meeting summary notes

## TASK 17. BIDDING PHASE ASSISTANCE

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 for, attend and participate in the Pre-Bid Conference, to the extent that one may be deemed necessary.

CONSULTANT will assist the CITY in preparing all addenda.

CONSULTANT will attend the Bid Opening; however, will not actively participate in the opening of bids.

### **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, if deemed necessary.

CITY will issue all addenda.

### **Assumption(s):**

1. This PROJECT will be bid as one construction project.
2. Pre-Bid Conference 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.
3. 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):**

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