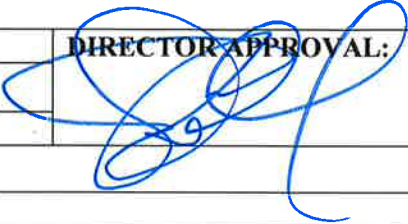


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 26, 2021

AGENDA ITEM:	
Supplemental Agreement No. 6 with HDR, Inc. 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:	
Supplemental Agreement No. 6	
BUDGET CODE:	AMOUNT:
30500030.563000, R1601	\$96,121.86
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 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 100th Street NE to 104th Street NE) began in the spring of 2020, and is now well under way.</p> <p>During the course of construction, HDR has provided design support services on an “on call” basis – assisting the City with review of technical submittals, change order estimates, and resolution of wide-ranging construction challenges. Due to the complexity and unpredictable nature of the project, the extent and magnitude of HDR’s services is ultimately anticipated to exceed what had been assumed at the onset of construction. Supplemental Agreement No. 6, as attached, therefore accounts for this increased level of effort, authorizing additional budget which will allow the consultant design team to provide as-needed support through the remainder of the project. At a negotiated price of \$96,121.86, Supplemental Agreement No. 6 will yield a new contract total of \$3,220,220.60.</p>	

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to sign and execute Supplemental Agreement No. 6 with HDR, Inc., for Phase 1 of the State Avenue (100 th Street NE to 116 th Street NE) Corridor Improvement Project in the amount of \$96,121.86.
RECOMMENDED MOTION:
I move to authorize the Mayor to sign and execute the supplemental agreement.

**SUPPLEMENTAL AGREEMENT NO. 6 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 Supplemental Agreement No. 5, dated March 9, 2021; and

WHEREAS, both parties desire to supplement the Original Agreement by expanding the scope of services;

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 3 of the Original Agreement, “COMPENSATION” as amended by Supplemental Agreement No. 1, Supplemental Agreement No. 2, Supplemental Agreement No. 3, Supplemental Agreement No. 4, and Supplemental Agreement No. 5, is amended to include the additional Consultant fee of \$96,121.86 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$3,220,220.60 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
Supplemental Agreement No. 4	\$358,504.21
Supplemental Agreement No. 5	\$298,543.93
Supplemental Agreement No. 6	<u>\$96,121.86</u>
Grand Total	\$3,220,220.60

3. 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 July, 2021.

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. 6

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

July 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. 6 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. 6 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 – Completed.
ROW Acquisition Complete – Segment 1.....November 2019 – Completed.
Environmental Permits Secured – Segment 1.....July 2019 – Completed.
Ad-Ready – Segment 1October 2019 – Completed.
Bidding Phase – Segment 1.....October - November 2019 – Completed.
Construction Phase – Phase 1January 2020 – February 2022 – In Progress

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

Final Design – Segment 2June - September 2021
ROW Acquisition Complete – Segment 2.....December 2021
Environmental Permits Secured – Segment 2.....November 2021
Ad-Ready – Segment 2December 2021 - Estimated
Bidding Phase – Segment 2.....December 2021 – January 2022 - Estimated

Project Assumptions

General Assumptions:

1. The General Assumptions remain unchanged as outlined in the Original Agreement and previous Supplemental Agreement Nos.1 through 5.
2. The CITY’s Project Manager will be Patrick Gruenhagen, PE.
3. This Supplemental Agreement No. 6 is based on the assumption that the Contractor will complete the work of the associated Segment 1 (100th to 104th) construction contract no later than February 28, 2022.
4. This Supplemental Agreement No. 6 does not include assistance to the City in evaluation or final settlement of contractor claims.
5. 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 an additional 15 RFIs will be received over the life of the contract.
 - b. It is estimated that each plan clarification / constructability issue will take on average 6 hours each and there will be approximately 4 additional clarification requests.

- c. It is estimated that each submittal review will take approximately 6 hours per each submittal, as directed by the CITY. Based on information received from the Contractor, via the City, it is estimated that an additional 15 submittals will be received for review over the remaining life of the contract.
 - d. It is estimated that there will be up to 5 additional 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.
- 6. Additional assumptions are listed in the individual sub-task descriptions.
 - 7. 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 5.
- 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 was previously extended to March 31, 2022 for Design Services During Construction, by Supplemental Agreement No. 4. Project Management efforts associated with these Additional Design Services During Construction have been authorized by Supplemental Agreement No. 4.

TASK 2. CLIENT COMMUNICATIONS AND COORDINATION

This Supplemental Agreement No. 6 includes restoration of the practice of conducting 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 (9 additional)

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.

The adjustments to this Task, included in this Supplement No. 6, reflect the changes requested by the CITY to the number and type of property valuations and negotiations.

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 needed appraisal data and appraisal scope for each assigned parcel.
- Prepare the following parcel valuations:
 - Missaggia -- updated Appraisal (SIMPLE)
 - Klein -- updated Appraisal (SIMPLE)
 - Mickelson -- Appraisal (COMPLEX)
 - Wilhelmi -- Appraisal
 - Payne -- Appraisal (COMPLEX), combined for two parcels
 - Wolfe -- updated AOS, combined for two parcels
 - Wolfe -- updated AOS
- Any changes to the descriptions of required valuations (above) will constitute Extra Work
- 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 QC 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-9s, 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.

CITY Responsibilities:

1. All responsibilities noted in the original contract and preceding supplements are included.
2. CITY shall provide updated title commitment reports.

Assumption(s):

1. All assumptions contained in the original contract and preceding supplement remain in effect except as modified herein.
2. 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 – two Wolfe parcels will be combined into one AOS report and the third Wolfe parcel will be a stand-alone AOS Report. Total of two (2) AOS reports.
 - b. Six (6) parcels to be valued as appraisal reports – Missaggia, Klein, Mickelson, Wilhelmi, and Payne. The two Payne parcels will be combined into one appraisal valuation. Total of five (5) appraisals.
 - c. Five (5) appraisal reviews.
 - d. The appraisals include a maximum of three (3) non-complex and two (2) complex parcels.
 - e. Any additional AOS valuations, appraisals or additional complex appraisals not anticipated in this scope will result in additional costs to CITY.
 - f. Appraisal reviews will be desk reviews of a maximum of five (5) parcels.

TASK 19. DESIGN SERVICES DURING CONSTRUCTION

The Additional 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 or special City/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 32 labor hours, for an estimated 4 contractor meetings or site visits, including field observation of streambed materials and woody debris.

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):

- Response to RFIs on RFI document.

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):

- Response to plan clarifications via response on question document and/or corresponding revised plan sheets.

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 by a professional engineer

19.5. Review of Contractor Pay Requests

The CITY will review Contractor pay requests. There is no scope or budget for CONSULTANT efforts for this Subtask

19.6. Review of Contractor Change Order Requests

Upon the request of the CITY, the CONSULTANT shall provide review of Contractor or CITY prepared Change Order Requests or Value Engineering Change Proposals (VECPs). Such review shall not constitute change order / VECP approval; it would simply reflect that the CONSULTANT has reviewed the requested change and acknowledges that it is consistent with the original design parameters. 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 40 labor hours.

Deliverable(s):

- Review Comments on Change Proposal / VECP Document.

19.7. Permit compliance

Upon the request of the CITY, the CONSULTANT shall provide up to 16 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), Ziply Communications (Ziply), WAVE Communications (WAVE), Comcast, and Puget Sound Energy (PSE). Total effort is estimated at a maximum of 16 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 CITY has supplemented its contract with Geotest to include the onsite observation of pile driving for the East Half Bridge piles and construction of Retaining Walls No. 3 and No. 4. Shannon & Wilson will receive pile driving logs and other field data from Geotest and the CITY for evaluation and comment. Shannon & Wilson

will provide no field support for bridge pile driving and Retaining Wall Nos. 3 and 4 construction. Shannon & Wilson will continue to provide on-call assistance to the CITY and HDR up to a maximum additional budget effort of \$15,000. purpose of this Subtask is to provide geotechnical construction analysis services for the installation and dynamic testing of the bridge piles and , observation of Retaining Wall RW5 soldier pile wall. 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.

Upon CITY request, the CONSULTANT, through SUBCONSULTANT, will provide an on-call 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 construction of Retaining Walls Nos. 5 and 6.
- 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.
- Maximum level of effort for remaining efforts is \$15,000, provided from other unused Phase 1 Subconsultant design budgets.

Deliverable(s):

- Daily field activity reports.
- Responses to RFI and contractor submittals
- Observation and documentation of soldier pile wall installation – RW5 only - (each visit assumes 8 hours on site plus 1 hour for travel and field reports)
- Observation and documentation of retaining wall (RW5 and RW6 only) 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. The previous budget was utilized for ongoing construction phase assistance.

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 40 labor hours.

At the request of the CITY, 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 20 labor hours.

Deliverable(s):

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

19.12. Record Drawings

The work of this subtask is temporarily de-authorized and will be included in a future Supplement.

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. The previous budget was utilized for ongoing construction phase assistance.

Deliverable(s):

- Site visit observation Memos

19.14. Project Closeout

The work of this subtask is temporarily de-authorized and will be included in a future Supplement.