


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 10, 2022

AGENDA ITEM:	
Supplemental Agreement No. 8 with HDR, Inc. on the State Avenue (100th Street NE to 116th Street NE) Corridor Improvement Project	
PREPARED BY:	DIRECTOR APPROVAL:
Patrick Gruenhagen, Project Manager	
DEPARTMENT:	
Public Works - Engineering	
ATTACHMENTS:	
Supplemental Agreement No. 8	
BUDGET CODE:	AMOUNT:
30500030.563000, R1601	\$353,339.73
SUMMARY:	
<p>The City executed a Professional Services Agreement with HDR, Inc. (“HDR”) on April 11, 2017, laying the groundwork for HDR to provide design and property negotiation services for the State Avenue (100th Street NE to 116th Street NE) Corridor Improvement Project. Subsequent to this, construction for Phase 1 of the project (extending from 100th Street NE to 104th Street NE) began, in the spring of 2020. After a two and a half year construction window, the Phase 1 project came to a successful end this past summer and will soon be brought forward to Council for acceptance.</p> <p>Phase II of the project – <i>extending from 104th Street NE to 116th Street NE</i> – was awarded a \$4,000,000 Transportation Improvement Board grant in November of 2020. This in turn set the stage for resumption of final design, environmental permitting, and property acquisition for Phase II. As those efforts now wind down, the project is anticipated to be ready for advertisement before year’s end.</p> <p>Accordingly, Supplemental Agreement No. 8 (as attached) creates the framework to amend HDR’s scope of services to provide support to the City’s construction management team as it oversees construction of Phase II, similar to the effort provided for Phase I. Specifically, this will include assistance in formulating response to contractor requests for information (RFI’s); support in the preparation of change orders and change order pricing; and review of technical and material submittals. With HDR serving as an extension of the City’s CM team during construction, it will help to ensure streamlined response to contractor inquiries, swift resolution of unforeseen challenges, and a positive outcome to the project overall.</p> <p>The total cost for this additional work, as negotiated, will be \$353,339.73, yielding a new contract total of \$3,573,560.33. In addition to scope revisions, Supplemental Agreement No. 8 provides for a time extension of the contract end date through December 31, 2024.</p>	

<p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute Supplemental Agreement No. 8 between the City of Marysville and HDR, Inc., for the State Avenue (100th Street NE to 116th Street NE) Corridor Improvement Project.</p>
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**SUPPLEMENTAL AGREEMENT NO. 8 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND HDR ENGINEERING, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 8 (“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 six 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, Supplemental Agreement No. 4, dated February 4, 2020, Supplemental Agreement No. 5, dated March 9, 2021; and Supplemental Agreement No. 6, dated August 11, 2021; and Supplemental Agreement No. 7, dated June 13, 2022; and

WHEREAS, both parties desire to supplement the Original Agreement by expanding the scope of services and extending the term for completion to December 31, 2024;

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-8, attached hereto and by this reference made part of this Supplemental Agreement No. 8, 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 31, 2024.
3. 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, Supplemental Agreement No. 5, Supplemental Agreement No. 6, and Supplemental Agreement No. 7, is amended to include the additional Consultant fee of \$353,339.73 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$3,573,560.33 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	\$96,121.86
Supplemental Agreement No. 7	\$0
Supplemental Agreement No. 8	<u>\$353,339.73</u>
Grand Total	\$3,573,560.33

DATED this _____ day of October, 2022.

CITY OF MARYSVILLE

HDR ENGINEERING, INC.

By _____
Jon Nehring, Mayor

By _____
Its:

ATTEST/AUTHENTICATED:

Deputy City Clerk, Genevieve Geddis

Approved as to form:

Jon Walker, City Attorney

State Avenue Corridor Widening Project

(100th Street NE to 116th Street NE)

SUPPLEMENTAL AGREEMENT NO. 8

Supplemental Scope of Services for Final
Design, and Design Services During
Construction Efforts

October 2022

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. 8 authorizes additional work necessary for providing additional engineering design and design services during construction for Segment 2; and additional design services during construction to complete Segment 1 of the PROJECT, **State Avenue Improvement Project (104th Street NE to 116th Street NE)**, described generally as:

- Final Engineering Design to incorporate negotiated right-of-way changes, WSDOT Standard Specifications updates, and franchised utility information into the Ad-Ready Plans, Specifications, and Engineer's Opinion of Probable Construction Cost;
- Attending progress meetings with CITY Staff;
- Providing Design Services During Construction for Segment 2 (104th PL NE to 116th ST NE); and
- Additional overall Project Management effort.

The Supplement authorizes the transfer of unused task budgets between authorized tasks in order to balance the overall contract budget, and acknowledges the completion of certain tasks. In addition, Supplemental Agreement No. 8 extends the term of the contract to December 31, 2024.

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 2022. 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 to complete the final design, prepare contract documents, Bid Phase assistance, and support to the CITY in responding to contractor questions during the construction phase.

Scope of Work

This supplemental scope of work includes additional design efforts to incorporate final negotiated ROW settlements, coordination with franchise utilities, update of "on the shelf" Ad-Ready documents, and Segment 2 Bidding Phase and Design Services During Construction efforts.

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 JARPAJune 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 – October 2022–In Progress

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

90% Design – Segment 2 August 2018–Completed
 ROW Acquisition Complete – Segment 2 November 2022
 Environmental Permits Secured – Segment 2 July 2022 - Completed
 Ad-Ready – Segment 2 April 2022 - Completed
 Bidding Phase – Segment 2 December 2022–January 2023
 Construction Phase – Segment 2 January 2023 – November 2024
 Consultant Contract Closeout November – December 2024

Project Assumptions

General Assumptions:

1. The General Assumptions remain unchanged as outlined in the Original Agreement and previous Supplemental Agreement Nos.1 through 7.
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. 8 will be scheduled and conducted virtually via WebEx or other media determined by the CONSULTANT.
5. The scope of work and associated budget for Supplemental Agreement No. 8 is based on the CITY’s direction that the remaining work for completing the final design, updating the Ad-Ready documents, and providing bid phase assistance will be completed by December 31, 2022.
6. 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 7; 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 December 31, 2024. 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. 8. 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. 8.

1.2. Project Team Coordination Meetings

There is no change to this Task. No additional Project Team Meetings are anticipated.

1.3. Project Schedule

There is no change to this Task. No schedule updates are anticipated.

1.4. Progress Reporting and Invoicing

The CONSULTANT shall provide up to twenty-seven (27) additional Project Invoices and Monthly Progress Reports.

Deliverable(s):

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

1.5. Subconsultant Coordination

The CONSULTANT shall provide oversight and management of the geotechnical subconsultant.

1.6. Project Restart Kick-off Meeting

- There is no change to this Task. This Supplement extends the contract time and ongoing services and requires no Kick-off Meeting.

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. 8.

1.8. Project Close-out

Upon request by the CITY, the CONSULTANT shall assemble project management documentation and records for Segment 2 and prepare electronic files to be retained by the CONSULTANT and transmitted to the CITY in accordance with this AGREEMENT.

Transfer of funds. With this supplement, \$326.91 in remaining funds from underrun tasks are transferred to Task 1 to re-balance the overall project budget.

TASK 2. CLIENT COMMUNICATIONS AND COORDINATION

This Supplemental Agreement No. 8 includes the continuation of bi-weekly 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.

Transfer of funds. With this supplement, \$911.70 in remaining funds from Task 2 are transferred to other overrun tasks to re-balance the overall project budget.

Assumption(s):

1. Bi-weekly Client Updates will be by video or conference call, and last 30 minutes. – 59 max.
2. A maximum of two (2) CONSULTANT staff will participate in the video / conference calls.

Deliverable(s):

1. Bi-weekly Client Update Call Summary Notes (electronic copy in PDF Adobe format) – maximum of 59

TASK 3. QUALITY ASSURANCE / QUALITY CONTROL

The authorized work of this task is complete, and the task is closed.

Transfer of funds. With this supplement, \$24,926.22 in remaining funds from Task 3 are transferred to other overrun tasks to re-balance the overall project budget.

TASK 4. DATA COLLECTION / REVIEW OF EXISTING INFORMATION

The authorized work of this task is complete, and the task is closed.

Transfer of funds. With this supplement, \$10,442.02 in remaining funds from Task 4 are transferred to other overrun tasks to re-balance the overall project budget.

TASK 5. SURVEY AND MAPPING

The authorized work of this task is complete with the exception of CITY-requested supplemental survey efforts and preparation of legal exhibits to aid in the remaining negotiation of right-of-way and temporary construction easements associated with Payne and Wolf parcels. The Subconsultant's maximum level of effort will not exceed \$15,000.

Transfer of funds. With this supplement, \$29,380.95 in remaining funds from Task 5 are transferred to other overrun tasks to re-balance the overall project budget.

TASK 6. GEOTECHNICAL ENGINEERING

The authorized work of this task is complete, and the task is closed.

Transfer of funds. With this supplement, \$4,460.83 in remaining funds from Task 6 are transferred to other overrun tasks to re-balance the overall project budget.

TASK 7. WATERMAIN DESIGN

The authorized work of this task is complete, and the task is closed.

Transfer of funds. With this supplement, \$31,671.94 in remaining funds from underrun tasks are transferred to Task 7 to re-balance the overall project budget.

TASK 8. TRAFFIC ANALYSIS

The authorized work of this task is complete, and the task is closed.

Transfer of funds. With this supplement, \$7,792.32 in remaining funds from Task 8 are transferred to other overrun tasks to re-balance the overall project budget.

TASK 9. PRELIMINARY DESIGN

The authorized work of this task is complete, and the task is closed.

Transfer of funds. With this supplement, \$15,161.16 n remaining funds from Task 9 are transferred to other overrun tasks to re-balance the overall project budget.

TASK 10. 30% DESIGN

The authorized work of this task is complete, and the task is closed.

Transfer of funds. With this supplement, \$39,566.39 in remaining funds from underrun tasks are transferred to Task 10 to re-balance the overall project budget.

TASK 11. VALUE ENGINEERING (VE) STUDY

The authorized work of this task is complete, and the task is closed.

Transfer of funds. With this supplement, \$995.18 in remaining funds from underrun tasks are transferred to Task 11 to re-balance the overall project budget.

TASK 12. ENVIRONMENTAL DOCUMENTATION AND PERMITTING

The authorized work of this task is complete except for providing CITY-requested permitting assistance consisting of coordination with other agencies and responding to questions and requests for information. The maximum level of effort shall not exceed \$5,000.

Transfer of funds. With this supplement, \$43,358.01 in remaining funds from Task 12 are transferred to other overrun tasks to re-balance the overall project budget.

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.

Transfer of funds. With this supplement, \$77,319.17 in remaining funds from other underrun tasks are transferred to Task 13 to re-balance the overall project budget.

Assumption(s):

- The level of effort and fee estimate for this task assumes that only minor edits to the already completed Ad-Ready Plans will be necessary. These edits include the following:

- Revisions required as necessary per the right-of-way negotiations for the Wolfe, Wilhelmi, and Payne parcels. This level of effort shall not exceed an additional 12 labor hours beyond current authorization.
- Revisions required from the franchise utility requested changes from Zply and Comcast. The level of effort of this additional work shall not exceed an additional 48 labor hours beyond current authorization.
- Revisions to specifications to ensure all WSDOT GSP's and standard plans issued since the last submittal are incorporated into the project contract documents. This level of effort shall not exceed an additional 22 labor hours beyond current authorization.
- Final quality control review of "on the shelf" plans and update of Ad-Ready documents (maximum effort is limited to 14 labor hours).

13.3. Ad-Ready Submittal

13.3.1. Ad-Ready Submittal

CONSULTANT will update the previously completed Ad-Ready design plans, specifications, and Engineer's Opinion of Cost to reflect final negotiated agreements with the Wolfe, Wilhelmi and Payne acquisitions, regulatory updates to the WSDOT Standard Specifications and standard plans, and delay in bid advertisement.

Assumption(s):

1. There will be no updates for changes to federal, state and local codes, standards and specifications in effect at the time of the 100% Submittal; other than updates to the WSDOT Standard Specifications.
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 efforts to update the Ad-Ready contract documents shall be limited to the labor hours shown in this supplement. Should additional efforts be necessary, it will be considered as EXTRA WORK and must be authorized in writing by supplemental agreement.
5. There will be no CITY comment review of the Ad-Ready submittal.

Deliverable(s):

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

TASK 14. CONSTRUCTABILITY ANALYSIS

The authorized work of this task is complete, and the task is closed.

Transfer of funds. With this supplement, \$1,071.30 in remaining funds from Task 14 are transferred to other overrun tasks to re-balance the overall project budget.

TASK 15. REAL ESTATE SERVICES

The authorized work of this task is complete, and the task is closed.

Transfer of funds. With this supplement, \$2,966.45 in remaining funds from underrun tasks are transferred to Task 15 to re-balance the overall project budget.

TASK 16. FUNDING SUPPORT

The authorized work of this task is complete, and the task is closed.

Transfer of funds. With this supplement, \$11,287.60 in remaining funds from Task 17 are transferred to other overrun tasks to re-balance the overall project budget.

TASK 17. BIDDING PHASE ASSISTANCE

The authorized work of this task is complete except for providing bidding phase assistance to the CITY for Segment 2, as previously defined in the original agreement and preceding supplements. The maximum level of effort for the remaining work of this task shall not exceed \$13,970.

Transfer of funds. With this supplement, \$200.99 in remaining funds from underrun tasks are transferred to Task 17 to re-balance the overall project budget.

TASK 18. WETLAND MITIGATION BANK USE PLAN

The authorized work of this task is complete, and the task is closed.

Transfer of funds. With this supplement, \$3,673.94 in remaining funds from Task 18 are transferred to other overrun tasks to re-balance the overall project budget.

TASK 19. DESIGN SERVICES DURING CONSTRUCTION

Task 19 General Assumptions, for budgeting purposes include the following:

1. It is estimated that RFIs will take approximately 4 hours per each RFI. It is estimated that 40 RFIs will be received over the life of the contract.
2. It is estimated that each plan clarification / constructability issue takes on average 6 hours each and there will be approximately 10 clarification requests.
3. It is estimated that each submittal review will take approximately 4 hours per each submittal, as directed by the CITY. It is estimated that 100 submittals will be received for review over the life of the contract.
4. It is estimated that there will be up to 20 resubmittals and each resubmittal review will take approximately 3 hours per each resubmittal.
5. 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. It is recognized that Design Services During Construction are a time and materials effort initiated by requests for assistance from the CITY. The authorized level of effort shall not exceed the budget amount described in the attached Supplemental Agreement No. 8 budget for Task 19.

The CITY has advised that all construction efforts for Segment 1 are complete except for punchlist items and final resolution of quantities. The maximum remaining level of effort for Engineering Design Services During Construction for Segment 1 is limited to \$17,900, including preparation of Record Drawings from Contractor/CIT provided information.

Transfer of funds. With this supplement, \$580.98 in remaining funds from Task 19 are transferred to other overrun tasks to re-balance the overall project budget.

The Engineering Design Services During Construction for Segment 2, 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 40 labor hours, for an estimated 6 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 paragraph/comment 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 another timeframe agreed by both the CITY and CONSULTANT. All plan clarification responses to the CONTRACTOR shall be in written format.

Deliverable(s):

- Technical response to clarification request addressing constructability issues or design revisions, potentially along with revised plan sheets if required.

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):

- Responses to submittals and shop drawings with approval, rejection, or resubmittal designations and corresponding comments.

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 additional reviews of the contractor's periodic schedule updates if requested by the City, to compare the update to the previous 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 schedule review and any comments. This sub-task includes a maximum of 24 labor hours.

Deliverable(s):

- Redlined markup of the Contractor's baseline construction schedule and cover memo.
- Schedule review memos (estimated 2 requests for schedule review, not including the initial baseline review).

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's review of Change

Order Requests may include an evaluation of 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. 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 Comment Memos

19.7. Permit compliance

Upon the request of the CITY, the CONSULTANT shall provide up to 12 labor hours for coordination and correspondence with permitting agencies during Segment 2 construction.

Deliverable(s):

- Summary notes of meetings and conversations with the regulatory agencies and tribes

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), Zippy Communications), WAVE Communications (WAVE), Comcast, and Puget Sound Energy (PSE). Total effort is estimated at a maximum of 40 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 subgrade material and other items as requested by the City for the 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 prepare field activity reports for days they are on-site that document observations while onsite and recommendations to the owner. The anticipated field and office activities that the CONSULTANT would perform include:

- As requested, review of subgrade conditions below paving surfaces, utility structures, and/or illumination and signal foundations.
- 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 subgrade material condition and the City's requests for assistance.
- The CONTRACTOR or CITY will notify the CONSULTANT when the CONSULTANT is needed on site.
- The maximum level of effort is limited to that shown in the Supplement No. 8 budget estimate.

Deliverable(s):

- Daily field activity reports.
- Responses to RFI and contractor submittals
- Pre-construction meeting (one meeting)
- Project management and consultation

19.10. Bridge Load Rating

The authorized work of this subtask is complete, and the subtask is closed.

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.

Deliverable(s):

- Review Comment Memos, if required

19.12. Record Drawings

The CONSULTANT shall prepare Segment 2 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, prior to receipt by the CONSULTANT.
- 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 120 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 for Segment 2. 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 24 labor hours.

Project walkthrough and acceptance assistance for Segment 1 is eliminated from the scope.

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 the Segment 2 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. Total sub-task labor effort shall not exceed 32 labor hours.

Project closeout assistance for the Segment 1 project is eliminated from the scope.

Deliverable(s):

- Project closeout documentation

FEE ESTIMATE

City of Marysville: State Avenue Corridor Widening Project - Phase 2 (104th Street NE to 116th Street NE) Supplement 7



Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total Subconsultants	Total For Proposal
1	Project Management & Administration	\$61,106.74	\$4,193.44	\$0.00	\$0.00	\$65,300.18
2	Client Communications & Coordination	\$17,784.60	\$1,220.47	\$0.00	\$0.00	\$19,005.07
13	Final Design - PS&E	\$17,270.30	\$1,185.17	\$0.00	\$0.00	\$18,455.47
15	Real Estate Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	Bidding Phase Assistance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19	Design Services During Construction	\$223,212.64	\$15,317.97	\$2,048.40	\$10,000.00	\$250,579.01
		\$319,374.28	\$21,917.05	\$2,048.40	\$10,000.00	\$353,339.73