

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 10, 2021

AGENDA ITEM:	
Supplemental Agreement No. 2 w/ BHC Consultants re Wastewater Collection System Inflow and Infiltration Evaluation	
PREPARED BY:	DIRECTOR APPROVAL:
Matthew Eyer, Storm/Sewer Supervisor	<i>ke</i>
DEPARTMENT:	
Public Works / Storm/Sewer Department	
ATTACHMENTS:	
Supplemental Agreement No. 2	
BUDGET CODE:	AMOUNT:
40142080 548000	\$28,033.00
SUMMARY:	

The City contracted with BHC Consultants LLC (BHC) on November 26, 2019, to perform the Wastewater Collection System Inflow and Infiltration (I&I) Evaluation and extended this agreement through May 31, 2021 in the Supplemental Agreement No. 1. The original scope included flow monitoring and analysis in comparison to rain events and seasonal groundwater. The study was done in order to understand the source and quantity of unwanted water infiltrating and inflowing into the sewer collection system. The original scope also included limited smoke testing once the report was completed and had identified areas of concern.

While finalizing the I&I Evaluation Report it was determined that one delineated sub-basin exhibited numerous inflow exceedances during the flow metering effort. These exceedances were significant and numerous enough to warrant an expansion of the smoke testing effort for the entire identified sub-basin. The area of this sub-basin contains approximately 27,725 linear feet of sewer main. The original scope included up to 11,000 lineal feet (LF) of sewer main smoke testing.

The attached Supplement No. 2 to the City’s agreement with BHC Consultants includes additional scope and fee to perform additional smoke testing for approximately 27,725 lineal feet of sewer mains. This supplement also extends the term of the original contract to December 31, 2021.

<p>RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the Supplemental Agreement No. 2 to the Professional Services Agreement with BHC Consultants, in the amount of \$28,033.00 and extend the contract terms to December 31, 2021.</p> <p>RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the supplemental agreement.</p>
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**SUPPLEMENTAL AGREEMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND BHC CONSULTANTS, LLC**

THIS SUPPLEMENTAL AGREEMENT NO. 2 (“Supplemental Agreement No. 2”) 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 BHC CONSULTANTS, LLC, a limited liability company (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for Wastewater Collection System Inflow and Infiltration Evaluation (the “Original Agreement”), said Original Agreement being dated November 26th, 2019; and

WHEREAS, the parties extended the term of the Original Agreement in a supplemental agreement (the “Supplemental Agreement No. 1), said Supplemental Agreement No. 1 being dated December 15, 2020; and

WHEREAS, both parties desire to supplement the Original Agreement (as modified by Supplemental Agreement No. 1) by expanding the Scope of Services to provide for additional smoke testing of the sewer collection system and to provide compensation therefore;

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 A1, attached hereto and by this references made part of this Supplemental Agreement No. 2, and a part of the Original Agreement.
2. Section 2 of the Original Agreement, “TERM”, is amended to add that the parties agree to extend the term of the Original Agreement to terminate at midnight December 31, 2021.
3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$28,033 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$168,997 within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City.”

The total compensation payable to the Consultant is summarized as follows:

Original Agreement	\$140,964
Supplemental Agreement No.2	\$28,033
Grand Total	\$168,997

4. Each and every provision of the Original Agreement for Professional Services dated November 26th, 2019 (as modified by Supplemental Agreement No. 1), shall remain in full force and effect, except as modified herein.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this 13th day of April, 2021.

BHC Consultants, LLC

By Ronald A. Dorn
Ronald A. Dorn
Its: President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A1

SCOPE OF WORK City of Marysville Wastewater Collection System Inflow and Infiltration Evaluation Amendment No. 1

Statement of Understanding

BHC Consultants, LLC (BHC) recently finalized the system wide inflow and infiltration analysis. This effort included delineating the system into sub-basins for flow metering and analysis where the findings were summarized in the I&I Evaluation Report. The original contract, executed November 19, 2019 for engineering services and extended through May 31, 2021 in the Supplemental Agreement No. 1, included up to 11,000 lineal feet (LF) of sewer main smoke testing. While finalizing the I&I Evaluation Report it was determined that the delineated sub-basin S-MH-4860 exhibited numerous I&I exceedances during the flow metering effort. Per the City's request, the following effort is to expand the smoke testing effort for the entire S-MH-4860 sub-basin. Utilizing the City's Utility Viewer, BHC estimated that the S-MH-4860 sub-basin contains approximately 27,725 lineal feet of sewer mains. The 27,725 lineal feet is utilized as the basis for the smoke testing effort herein.

Scope of Work

The Scope of Work tasks are separated into four components where applicable and includes clarifications as it pertains to the amended sections herein to the original scope of work:

1. Work Tasks: tasks that will be completed by the Consultant.
2. Receivables: elements that will be provided by the City.
3. Assumptions: assumptions used to develop each Work Task.
4. Deliverables: the finished product that will be delivered to the City via electronic and/or hard copy.

Task 1 – Project Management

Work Tasks:

- 1.1 Client and Team Coordination (Supplemental). Coordinate with City staff and provide regular status updates through meetings, telephone communication, and e-mail during the project. Proactively manage team resources needed to complete the project.
- 1.2 Monthly Invoices (Supplemental). Prepare monthly invoices.

Receivables:

- Approved Amendment.

Assumptions:

- None

Deliverables:

- Monthly invoices and progress reports.

Task 4 – Flow Monitoring and Additional Basin I/I Evaluation

Work Tasks:

- 4.1 Install and Monitor Flow Meters (Complete). Task has been performed.
- 4.2 Basin Analysis (Complete). Task has been performed.
- 4.3 Smoke testing (Deduct). Removal of the services indicated as smoke testing at two (2) locations for a total

of 11,000 lineal feet. ADS Scope of Work is included as an Attachment.

- 4.4 Revised Report (Per Smoke Testing Results). The I&I Evaluation Report will be updated with a summary of additional data collected and the reported findings through smoke testing. ADS smoke testing reports will be appended to the report.
- 4.5 S-MH-4860 Sub-Basin Smoke Testing with Traffic Control (Expanded Effort). Smoke test S-MH-4860 sub-basin as delineated in the I&I Evaluation Report for a total of approximately 27,725 lineal feet (LF) of gravity sewer main piping. ADS Scope of Work is included as an Attachment. Including one (1) kick-off meeting between BHC, ADS, and City's representatives to discuss project scope, establish lines of communication, set milestones, and the project schedule. Smoke testing services by ADS to include the optional traffic control per the attached ADS proposal.

Receivables:

- A letter from the City on Official Letterhead authorizing ADS to perform this work that lists City's staff so that citizens or others can contact them should they have any questions.
- All approvals, permits, etc. necessary to allow ADS to perform services under the Agreement on the City, and Federal property and/or right-of-way.
- One (1) complete set of collection system drawings (maps) for the test area.

Assumptions:

- Budget reflects approximately 27,725 LF of pipe to be smoke tested.
- City to pay all local licenses and any permits fees, as required.
- City to provide access to the site of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, including, but is not limited to exposing manholes and clearing easements.
- City will send mail notifications to residents prior to smoke testing.
- City will provide all permits and approvals necessary for ADS to perform smoke testing.

Deliverables:

- Kick-off meeting minutes
- Draft and Final Smoke Testing Study (PDF).
- Draft and Final revised I&I Evaluation Report (PDF)

Exclusions

Due to the nature of work scoped herein, the following items are excluded from this Scope of Work:

- Modeling.
- Detailed design and preparation of construction drawings and specifications.
- Pipe rehabilitation or replacement alternatives analysis
- Environmental monitoring.
- Wastewater sampling and sampling support.
- Surveying.
- Geotechnical investigations and inspections.
- Permitting support.

Estimated Fee

The estimated fee is \$28,033 and includes the optional ADS traffic control proposed in the Attachment but does not include the optional ADS public notifications services. A breakdown of the fee estimate is included as Exhibit B1.

Schedule

Approximate project milestones are shown below.

Kick-off meeting	End of May 2021
S-MH-4860 Smoke Testing	July/August 2021
Draft and Final Smoke Testing Report	August/September 2021
Draft and Final Revised I&I Evaluation Report	September/October 2021

**Appendix B1
Project Budget**

P.M.: Kenneth Gray, PE

Project No.: 19-10652.00

Date: 4/12/21

Project Name Wastewater Collection System Inflow and Infiltration Evaluation - Amendment No. 1

Task No.	Task Description	Princ. Engr./QC <i>Giese</i>		Proj. Manager <i>Gray*</i>		Staff Engineer <i>Rodriguez*</i>		GIS Specialist <i>Tolentino</i>		Project Admin <i>Pierson</i>		Clerical/WP <i>Sifferman</i>		Subconsultant w/ 10% Markup	Total		
		Original Executed Billing Rates		\$180		\$120		\$125		\$125		\$110			Cost	Hours	Cost
		*Updated Staff Billing Rates		\$195		\$139		-		-		-					
Hourly Billing Rate:		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost	Hours	Cost	
1	Project Management																
1.1	Client and Team Coordination (Supplemental)*		\$0	1.0	\$195		\$0		\$0		\$0		\$0		1	\$195	
1.2	Monthly Invoices (Supplemental)*		\$0	2.0	\$391		\$0		\$0	2.0	\$250		\$0		4	\$641	
	Subtotal													\$0	5	\$836	
4	Flow Monitoring and Additional Basin I/I Evaluation																
4.1	Install and Monitor Flow Meters (Complete)		-		-		-		-		-		-		-	-	
4.2	Basin Analysis (Complete)		-		-		-		-		-		-		-	-	
4.3	Smoke Testing (Deduct)		\$0	-4.0	-\$720	-4.0	-\$480		\$0		\$0		\$0	-\$14,850	-8	-\$16,050	
4.4	Update Report (Per Smoke Testing Results)*		\$0	4.0	\$781	8.0	\$1,109		\$0		\$0	1.0	\$110		13	\$2,000	
4.5	S-MH-4860 Basin Smoke Testing w/ Traffic Control (Expanded Effort)*	1.0	\$230	4.0	\$781	4.0	\$554		\$0		\$0		\$0	\$39,681	9	\$41,247	
	Subtotal													\$24,831	14	\$27,197	
TOTAL DIRECT LABOR		1	\$230	7	\$1,428	8	\$1,183	0	\$0	2	\$250	1	\$110	\$24,831	19	\$28,033	
Reimbursable Expenses																	
(None)																	
TOTAL BASE BUDGET																	
		\$28,033															

March 26, 2021

Kenneth Gray, P.E
BHC Consultants
1601 Fifth Avenue
Suite 500
Seattle, WA 98101
Kenneth.Gray@bhiconsultants.com
206-357-9963-Business
360-220-0154- Mobile

ADS Environmental Services
4455 South 134th Street
Tukwila, WA 98168

Project Reference:
Marysville.BHC.SSES.WA21
Project Manager: Shawn Hoglan

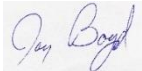
Dear Kenneth,

We are attaching a quotation and appreciate the opportunity to provide this for your **SSES project**. Below you will find the requested Pricing, Scope of Work, Terms and Conditions, and Technology Descriptions.

This proposal is valid for sixty (60) days and subject to all ADS standard terms and conditions for professional services for your review and signature.

We look forward to working with you on this and future projects. If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,



Jay Boyd
Director of Market Development
442-245-0008
jboyd@idexcorp.com

Cc: Shawn Hoglan, shoglan@idexcorp.com
Mike Pina, mpina@idexcorp.com

Project Description

Approach: ADS LLC proposes use of proven technology, certified project team and ISO 9001 quality processes to successfully perform SSES services requirements.

Project: Marysville SSES
Type: Smoke Testing Services
Project Duration: Complete 27,725 linear feet
Traffic Control: Optional as per below
Prevailing Wage: Included
Requested Start Date: Beginning August 2021

Proposal Pricing

Pricing Table (below) includes all aspects as outlined in the Scope of Work (SOW), next page.

Acceptance of this proposal for the purchase of ADS services constitutes your and/or your organization’s agreement to ADS’ Standard Terms and Conditions of Sale found: <https://www.adsenv.com/ads-services-terms-and-conditions/>

ITEM	ITEM DESCRIPTION	LINEAR FT RANGE	COST/LINEAR FT.	TOTAL COST
1	Mobilization: equipment prep; collection system smoke testing; documentation; final reports. <i>No public notification included.</i> See Scope of Work (next section) for details.	≥20,000 to 27,725	\$1.25/ linear foot	\$20,000 to \$34,524
2	Mobilization: equipment prep; collection system smoke testing; documentation; final reports. <i>No public notification included.</i> See Scope of Work (next section) for details.	15,000 to 19,999	\$1.36/ linear foot	\$20,000 to \$34,524
3	Mobilization: equipment prep; collection system smoke testing; documentation; final reports. <i>No public notification included.</i> See Scope of Work (next section) for details.	≥5,000 to 14,999	\$1.79/ linear foot	\$8,950 to \$26,848
ITEM	ITEM DESCRIPTION			COST
OPTIONS				
2	Public Notification Option- notices hung on doors within test area and within 24-48 hours of testing.	Add	Fixed	\$6,235
3	Traffic control- above what our team can provide and will be requested from a traffic sub	Add	Fixed	\$1,550

Pricing Assumptions:

- Pricing does not include applicable (if any) tax
- Quotation Validity: **60-days**
- Does not assume MBE/WBE requirements.
- Pricing assumes ADS’ Standard Health and Safety procedures and documentation are sufficient.
- Monitoring period extensions: notify ADS prior to the end of the monitoring period.
- Assumes free & legal access to all sites and no modifications to sites are necessary for installation.
- Additional work requested beyond the scope of services will require additional fees to be negotiated.

Scope of Work

As noted in “Project Description”, above ADS Environmental Services, herein known as “ADS”, will SSES services for **BHC Consultants**, herein known as “Client”. The work will be performed in three phases as set forth below:

Phase I – Mobilization

- 1) **Kick-off Meeting.** Phase I will begin with a kick-off meeting between representatives of Client and ADS. The purpose of the kick-off meeting is to discuss project scope, establish lines of communication, set milestones, and set the project schedule.
- 2) **Site Locations.** ADS will work with Client to identify/verify the location for service.
- 3) **Final site locations** to be approved by Client.
- 4) **Equipment and Materials.** Provide equipment, materials, and field crews required to smoke test up to **27,750** linear feet of pipeline.
- 5) **Notifications.** Notify residents via door hangers within 24-48 business hours before the scheduled smoke testing.
- 6) **Coordination with City Departments.** ADS coordinates with City’s Police and Fire department and other City departments as they designate to communicate smoke test crew locations and schedules.
- 7) **Perform Smoke Testing.** Perform smoke testing and document observed leaks using GIS cameras, maps provided by the City, smoke testing forms, and digital photographs.
- 8) **Safety and Controls.** Perform necessary safety procedures, and traffic control in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) using two (2) man crews.

Project Approach & Services

Field Work: An ADS crew uses a 4,000-cfm blower and non-toxic smoke to test the pipelines. Smoke testing is limited to test no more than two segments (3 MHs in a row) or ~800 feet, except where access dictates different setup procedures.

Documentation: ADS utilizes standardized ADS field forms to record all observed I/I defect data. Typically, inconsequential smoke leaks such as missing cleanouts, are only be cataloged on a list with address information. Digital photographs are captured for each observed I/I defect and attached to the respective smoke defect form.



Each form documents:

- Defect type (manhole, mainline, municipal service, private service), leak location (grass, pavement, etc.),
- Severity,
- Line segment,
- Leak sources (roof gutters, cleanouts, laterals, area drains, storm drains etc.).

Documents may be customized to meet additional City requirements.

Defect information will include: location, personnel, date, and a schematic layout of the manhole and sewer line under testing.

ADS photographs (GPS camera) and documents all observed smoke leaks and the location including:

- Digital photographs of the leaks;
- Location of defect via GPS coordinates or reference to permanent landmarks, and
- Documentation of defects.

Reports:

- Prepare field forms
- Record testing results
- Prepare documentary photographs (electronic format)
- Use professional judgment to analyze resulting data
- Prepare list of defects



Digital Photograph Examples of smoke exit locations

Data Management: smoke defect data are recorded in database fields in Excel format (for tabular summary report presentation) and if requested, in a database4 format for use in a GIS platform such as ESRI ArcView. An ArcView defect theme (.gdb or shapefiles) or KMZ file (Google Earth) will be provided upon request as well for City use.

Client and City Responsibilities:

Prior to any ADS fieldwork, the City will need to provide the following:

- 1) A fully executed Agreement and a written notice to proceed
- 2) A letter from the City on Official Letterhead authorizing ADS to perform this work that lists City's staff so that citizens or others can contact them should they have any question.
- 3) Send Mail Notifications to Residents prior to ADS Smoke Testing Begins
- 4) All approvals, permits, etc. necessary to allow ADS to perform services under the Agreement on the City, and Federal property and/or right-of-way.
- 5) One (1) complete set of collection system drawings (maps) for the test area.
- 6) Disclosure of any known sanitary system hazards.
- 7) Other information required by ADS to perform services under the Agreement.

PLEASE GO TO NEXT PAGE

PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT AND TERMS AND CONDITIONS

Now therefore, the Parties, agreeing to be legally bound, hereby agree as follow the ADS LLC TERMS AND CONDITIONS PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT and in accordance with the Exhibits attached to and incorporated herein to this Agreement.

Link to Terms and Conditions: <https://www.adsenv.com/ads-services-terms-and-conditions/>

Total Calculation from Pricing Table

Item Number (1, 2, 3): _____

Total Calculation: Linear Feet: _____ x Cost/Linear Foot = _____ (Total Cost)

Select All Options that Apply

Public Notification Option: _____

Traffic Control Option: _____

SIGNATURE

Client Name:	ADS LLC
Signature:	Signature:
Printed Name/Title:	Printed Name/Title:
Date:	Date:

Questions concerning this proposal contact:

Jay Boyd

Director of Market Development

jboyd@idexcorp.com

442-245-0008

Submit Purchase Orders and Signed Agreement to:

Shawn Hoglan

Project Manager

shoglan@idexcorp.com

206-571-0310

