

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 1/24/2022

AGENDA ITEM:	
GeoTest Services, Inc. Supplemental Agreement No. 1 - PSA	
PREPARED BY:	DIRECTOR APPROVAL:
Bryan Milligan	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
Supplemental Agreement No. 1	
BUDGET CODE:	AMOUNT:
3140018.562000.1837	\$14,440.00
SUMMARY:	

This supplemental agreement is to being proposed to cover unforeseen and additional testing needs at the Civic Center. During construction we encountered the need for more offsite inspections for precast concrete and structural steel than originally estimated. This is the result of the manufacturer's materials availability and fabrication schedules. This, along with the addition of fenestration testing on the window systems, not originally detailed in the scope, have left us with a cost overrun to complete the testing requirements of the project. Both the unforeseen testing and added fenestration testing were beneficial to the quality of the project. The fenestration testing highlighted multiple correction needs that will result in a more energy efficient and long lasting facility.

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

Original Agreement	\$ 327,848.00
Supplemental Agreement No. 1	\$ 14,440.00
Total Compensation	\$ 342,288.00

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the Supplemental Agreement No. 1 with GeoTest Services, Inc. in the amount of \$14,440.00.

**SUPPLEMENTAL AGREEMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND GEOTEST SERVICES, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 1 (“Supplemental Agreement No. 1”) 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 GeoTest Services, Inc, a corporation in Washington state, organized under the laws o the state of Washington, located and doing business at 741 Marine Drive, Bellingham, WA 98225-1529. (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for observation & testing of auger cast piles, density & compaction testing of earthwork materials incl. asphalt & concrete, structural steel welds & bolting, cold formed framing, masonry, rebar, proprietary anchors, bond & density of spray applied fire resistant materials. To verify the work completed meets the needs of the project, building codes and this projects specifications. As well as compliance with WA State Energy Codes and project specifications. (the “Original Agreement”), said Original Agreement being dated January 13th, 2020; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for the services described in the attached Exhibit A-1 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 supplemented by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No. 1, 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 July 1st, 2022.
3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$14,440.00 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$342,288.00 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	\$327,848.00
Supplemental Agreement No.1	\$ 14,440.00
Grand Total	\$342,288.00

4. Each and every provision of the Original Agreement for Professional Services dated January 13th, 2020, 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 4th day of January, 2022.

GEOTEST SERVICES, INC.

By 
Kevin Richardson
Its: President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A – 1

SUPPLEMENTAL AGREEMENT NO. 1



Marysville Civic Center
501 Delta Avenue, Marysville, WA 98270
Estimate of Cost to Complete

GeoTest is pleased to submit this cost estimate of completion of our services for the above project . This estimate accounts for both billed and unbilled service costs and provides an estimate of additional compensation required to complete our services. Based on a review of the costs incurred to date and the expected remaining services, we estimate an additional \$14,440 will be required in addition to our original contract amount of \$327,848 to complete the project. The total of billed and unbilled service costs for the project as of November 14, 2021 is \$327,898.

BUILDING ENVELOPE

Detail	Visits	Hours	Number of Tests	Unit Rate	Total
Storefront Window Testing - ASTM E1105			1	\$1,000	1,000
Building Envelope Inspections	6	6		\$90	3,240
Whole Building Air Leakage Test (Reduced Rate)			1	\$4,000	4,000
Reporting		4		\$100	400
Subtotal					\$8,640

EXTERIOR CONCRETE PAVING

Detail	Visits	Hours	Number of Tests	Unit Rate	Total
Concrete Inspection and Field Testing	8	6		\$75	3,600
Sample Pickup and Processing	8	1		\$75	600
Concrete Test Specimens	8 sets of 5 ea		40	\$25	1,000
Subtotal					\$5,200

OTHER

Detail	Visits	Hours	Unit Rate	Total
Project Manager - Set Up, Meetings, Review, Closeout		6	\$100	\$600
Subtotal				\$600

Total Estimated Additional Costs	\$14,440
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