


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 12, 2022

AGENDA ITEM:	
Supplemental Agreement No. 3 with Parametrix, Inc. for Construction Support for the Downtown Stormwater Treatment Project (DSTP)	
PREPARED BY:	DIRECTOR APPROVAL:
Steven Miller, Senior Project Manager	
DEPARTMENT:	
Public Works (Engineering)	
ATTACHMENTS:	
Supplemental Agreement No. 3 Exhibit A – Scope of Work Exhibit A – Fee Estimate	
BUDGET CODE:	AMOUNT:
40250594.563000, D1802	\$269,981.89
SUMMARY:	
<p>On April 8, 2019, Council approved a professional services agreement with Parametrix, Inc. in the amount of \$993,315 for design of the Downtown Stormwater Treatment Project to treat stormwater from a minimum 140 acre downtown area. The City received a \$5M grant from Ecology for this project. City staff obtained an additional \$2.7M grant from Ecology to increase the size of the facility to treat approximately 460 acres of the Downtown basin. Council then approved a supplement to the agreement on May 21, 2021 in the amount of \$630,000 to complete the design based on the increased size of the facility, to provide bid support and early construction support services.</p> <p>Council awarded construction of the project to McClure and Sons, Inc on February 14, 2022. The project is actively under construction and is approximately 20% complete. Additional construct support services is required to support City staff as we provide construction oversight and inspection through the remainder of the project. The project is estimated to be complete by mid-2023. A contract supplement with Parametrix for the additional construction support services in the amount of \$269,981.89 has been negotiated and determined to be reasonable by City staff.</p>	
RECOMMENDED MOTION:	
I move to authorize the Mayor to sign and execute Supplemental Agreement No. 3 with Parametrix, Inc. in the amount of \$269,981.89 for construction support services necessary for completion of the Downtown Stormwater Treatment Project.	

**SUPPLEMENTAL AGREEMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PARAMETRIX, INC.**

THIS SUPPLEMENTAL AGREEMENT NO. 3 (“Supplemental Agreement No. 3”) 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 Parametrix, a Corporation (“Consultant”).

WHEREAS, the parties hereto have previously entered into an agreement for engineering services for the Downtown Stormwater Treatment Project (the “Original Agreement”), said Original Agreement being dated April 24th, 2019; and

WHEREAS, both parties desire to supplement the Original Agreement, by expanding the Scope of Services to provide for additional construction support services 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 replaced by Exhibit A-1, attached hereto and by this references made part of this Supplemental Agreement No. 3, 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, 2023.

3. Section 3 of the Original Agreement, “COMPENSATION”, is amended to include the additional Consultant fee of \$269,981.89 and shall read as follows: “In no event shall the compensation paid to Consultant under this Agreement exceed \$1,893,296.51 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	\$993,314.62
Supplemental Agreement No.1	\$0.00
Supplemental Agreement No.2	\$630,000.00
Supplemental Agreement No.3	\$269,981.89
Grand Total	\$1,893,296.51

4. Each and every provision of the Original Agreement for Professional Services dated April 24, 2019, 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 12th day of August, 2022.

[CONSULTANT]

By *Jenifer Young*
[Name] Jenifer Young
Its: [Title] EP&C Division Manager

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A-1

SCOPE OF WORK

City of Marysville Downtown Stormwater Treatment Project – Supplement 3

PROJECT BACKGROUND

The City of Marysville (City) owns properties on Ebey Slough, a tidal distributary of the Snohomish River, that are formerly the sites of the Geddes Marina and Welco Lumber. Long-term use for the sites includes plans for a park on the Geddes Site, which is in preliminary design, and regional stormwater treatment for the downtown area on the same site. This work has changed substantially since its inception, primarily relocating it from the Welco site to the Geddes site and the dramatic increase in treatment capacity from new product approvals that have come to the market since this project started, which allows the project to move from partial treatment to full treatment of the entire basin. The Office Construction Support for submittals review and RFIs is trending to exceed that allotted budget, and additional design, bidding support, geotechnical, soil disposal, Ecology support, and other related elements are required. In addition, longer project duration will result in additional project management effort and field support.

Phase 6B – Project Management

The purpose of this phase is to provide oversight, communications, and management of the contract and scope of work. Work includes administrative project support, task order set-up, sub-consultant management, and quality control/assurance program.

Task 6.1B – Project Management

Activities:

- Prepare monthly billing review and invoices.
- Participate in project status meetings (non-task-specific).
- Conduct Sub-consultant management and contracting (non-task-specific).
- Monthly administrative project support (task set-up, filing, communications).
- Update project schedule.

Assumptions:

- The budget provides 6 months of project management.
- Monthly project status meeting includes two Parametrix staff.

- There is no additional sub-consultant contracting.
- Oversight and review of sub-consultant products is included in task-specific budgets.

Deliverables:

- Monthly invoices with progress notes.
- Monthly project status meeting (one hour each by phone; can be coordinated with other meetings in person).

Phase 7B – Services During Construction (SDCs)

Task 7.1B – Office Support

Objective

Provide additional support to the City’s Project Manager and staff during the post-design and construction phase of the project.

Activities

- Review Contractor submittals as requested by the City.
- Review Requests for Information (RFIs) and develop and/or modify relevant engineering details.
- Review and provide the City with recommended responses to change order requests
- Support requests for information from Ecology.

Assumptions

- Approximately 100 additional hours of post construction contracting assistance is provided for.
- Approximately 120 hours/ month of service for the next 4 months is expected (July – Oct 2022). (480 hours needed)
- Approximately 90 hours/month of service for the remaining 10 months (Nov 2022 – Aug 2023) of the project duration are anticipated. (864 hours needed)

Deliverables

- Submittal review sheets.
- RFI and change order responses, and stamped engineering details.

Task 7.2B – Field Support

Objective

Provide additional field support to the City’s Project Manager and staff during the post-design and construction phase of the project.

Activities

- Site visits as requested by the City.
- Geotech observation to confirm soil improvement performance.
- Structural engineer of record observations.

Assumptions

- Written observation and/or site visit reports are excluded unless specifically requested by the client.
- Up to 24 hours per month of Parametrix staff or geotechnical services are included in this amendment.
- Materials testing services (i.e. concrete cylinder breaks, etc.) are not included herein and are assumed to be provided by a third party contracted directly with the City or the Contractor as required.

Deliverables

- Requested observation or site visit reports.

EXHIBIT A-1 - FEE ESTIMATE DOWNTOWN STORMWATER TREATMENT PROJECT - SUPPLMENT 3

		Shanon L. Harris	Paul S. Fendt	Cedar L. Simmons	Theo Prince	Seth Sokol	Jacob Stolle	Jen Murphy	Denise Peterson	Steve Wagner	Cameron Carlson	Becky Taylor	Jessica Lavaris				
		Project Controls Specialist	Project Manager	Sr. Engineer	Sr. Engineer	Engineer IV	Engineer II	Sr. Consultant	Electrical Designer III	Sr. Structural Engineer	Electrical Engineer III	Publications Specialist II	Project Accountant				
Cost Rates:		\$42.38	\$92.89	\$77.49	\$63.02	\$49.00	\$37.45	\$74.45	\$46.91	\$75.53	\$49.21	\$32.41	\$36.62				
Billing Rates:		\$137.74	\$301.89	\$251.84	\$204.82	\$159.25	\$121.71	\$241.96	\$152.46	\$245.47	\$159.93	\$105.33	\$119.02				
Task	Subtask	Description	Labor Dollars	Labor Hours													
06B		Project Management	\$12,201.74	60.00	12	18	0	18	0	0	0	0	12				
	6.1B	Project Management	\$12,201.74	60.00	12	18		18					12				
07B		Services During Construction	\$257,420.15	1676.00	0	40	24	360	56	1,000	12	80	40	60	4	0	
	7.1B	Office Support	\$205,702.77	1344.00		32	16	300	40	800	12	80	20	40	4		
	7.2B	Field Support	\$51,717.38	332.00		8	8	60	16	200			20				
			\$0.00	0.00	0	0	0	0	0	0	0	0	0	0	0	0	
Labor Totals:					1736.00	12	58	24	378	56	1,000	12	80	40	60	4	12
Totals:			\$269,621.89		\$1,652.82	\$17,509.77	\$6,044.22	\$77,420.07	\$8,918.00	\$121,712.50	\$2,903.55	\$12,196.60	\$9,818.90	\$9,595.95	\$421.33	\$1,428.18	

Subconsultants	
Subconsultants Total:	\$0.00
Other Direct Expenses	
Mileage - \$0.58/mile	\$300.00
Other Direct Expenses Total:	\$300.00
Project Total	\$269,921.89