



**AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") is effective as of the date of the Mayor's signature below, and is between the City of Everett, a Washington municipal corporation (the "***City***"), and the person identified as the Service Provider below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may be previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

| | |
|--------------------------------|------------------------|
| Service Provider | Parametrix, Inc. |
| City Project Manager | Ruben Sanchez |
| | rsanchez@everettwa.gov |
| Original Agreement Date | 5/31/2022 |

| AMENDMENTS | | |
|--|---|------------------|
| New Completion Date | If this Amendment changes the Completion Date, enter the new Completion Date: N/A If no new date is entered, this Amendment does not change the Completion Date. | |
| New Maximum Compensation Amount | If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation. | |
| | Maximum Compensation Amount Prior to this Amendment | \$314,694 |
| | Compensation Added (or Subtracted) by this Amendment | \$238,343 |
| | Maximum Compensation Amount After this Amendment | \$553,037 |

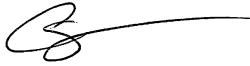
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|--------------------------------------|--|--|
| Changes to Scope of Work | Scope of Work is changed by ADDING the work in the attachment to this Amendment | Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work. |
| Other Amendments | N/A | |
| Standard Amendment Provisions | Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date. | |
| | This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature. | |
| | All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment. | |

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

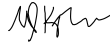
**CITY OF EVERETT
WASHINGTON**

PARAMETRIX, INC.



Cassie Franklin, Mayor

Signature: _____



Name of Signer: Matt Kastberg

Signer's Email Address: MKastberg@parametrix.com

Title of Signer: Community Building Division Manager

04/17/2024

Date

ATTEST



Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JULY 14, 2023

EXHIBIT A
Parametrix, Inc.
Scope of Work - Amendment No. 2

PROJECT PROGRAM

The purpose of this contract is to provide consulting services for General Contractor/Construction Management (GC/CM) Advisory & Consulting Services and Project Management/Construction Management (PM/CM) Services for the Everett Municipal Building – Public Works Tenant Improvements project.

Amendment No. 2 will extend the scope of services for Parametrix, Inc. in order to provide continued support for the Everett Municipal Building – Public Works Tenant Improvements project. The scope of the services will be revised to include General Contract/Construction Management (GC/CM) Advisory and Project Management/Construction Management (PM/CM) Services related to Phase 3 inclusive of: Task 8 – Subcontractor Bidding; Task 9 – Construction, Task 10 – GC/CM Advisory Services, and Task 11 – Warranty and Closeout, for the City of Everett project team, as identified in the Parametrix-City of Everett – Municipal Building Tenant Improvements fee budget.

Phase 3 – Task 8 – Subcontractor Bidding:

Parametrix will facilitate, advise, and support the City in oversight of the Subcontractor Bidding process to ensure the necessary compliance with RCW 39.10 by the GC/CM. Subcontractor packages must be bid out publicly. The GC/CM is responsible for advertising and obtaining subcontractor bids. Parametrix will oversee the process, including:

- Coordinate bid strategy with GC/CM
- Monitor bid advertisement
- Attend pre-bid meetings
- Participate in bid addendum development and distribution
- Oversee receipt of bids
- Bid opening and recording
- Receive and open bid packages the GC/CM bids
- Assist in bid evaluation
- Assist in resolution of bid disputes

Phase 3 – Task 9 – Construction:

Parametrix shall provide the following services:

1. Project/Construction Management: The Project Manager/Construction Manager will assist the Project team to help to expedite and improve the efficiency of the construction process

through professional planning and execution and Project activities to address the project's scope, cost, quality and time requirements. The overall responsibilities include:

- a. Coordination. Endeavor to ensure on-site work activities are coordinated with City occupants.
- b. Safety. Assist the Project team to endeavor to ensure Contractor and all site personnel implement a safety project that correctly interfaces with the City operation and the general public.
- c. Meetings. Assist the Project team in regularly scheduled meetings to address coordination, schedule, cost, and quality of work in progress. Assist the Project team at special meetings with team members, as required, to discuss and resolve Project issues. Ensure that minutes are promptly prepared and distributed.
- d. Time Management. Assist the Project team to monitor the project master and construction schedules and keep the City informed of progress.
- e. Budget and Cost monitoring. Assist the Project team to track and take appropriate action to stay within the budget.
- f. Shop drawings. In collaboration with the Architect, monitor and confirm that appropriate procedures are established, implemented and followed for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals.
- g. Payment requests. Review and recommend approval of requests for payment.
- h. Change orders. Review and assist in the approval of change orders.
- i. Potential claims. Implement a claims avoidance program and, when required, perform merit evaluation, entitlement evaluation, and endeavor to settle claim quickly.
- j. Quality management. Assist the Project team in quality assurance function during construction, as requested.
- k. Owner furnished materials and equipment. If requested, help identify long lead items for pre-purchase and coordinate scheduling, on-site delivery and storage, and installation and testing of materials and equipment if required.
- l. Record drawings. Assist project team to endeavor to ensure records are maintained by the Contractor. Assist in a review for completeness of final as-builts.
- m. Record keeping. Assist the Project team to establish a systematic method for paperwork, such as a management information system.
- n. Management reporting. Keep the City and team members informed of construction progress and issues.

2. Cost Management: The Project Manager/Construction Manager will assist the Project team to implement the cost management procedures and help monitor costs through the completion of construction, including:

- a. Assist the Project team to establish a schedule of values with the Contractor for payments.
- b. Review all GC/CM reimbursable costs on a monthly basis including Negotiated Support Services, Allowances, and Force Accounts.

- c. Review estimates for change orders for merit, appropriate justification and reasonableness.
- d. Ensure the records are complete including necessary back-up, lien releases, and approvals.

3. Time Management: The Project Manager/Construction Manager will assist the Project team to endeavor to ensure that the approved contractor construction schedule supports the master schedule and milestone dates. The Project Manager will assist the project team to monitor the Contractor and master schedule as follows:

- a. At least monthly, review and assess the performance of the Contractor and other team members.
- b. Establish a systematic procedure for gathering and analyzing the progress of the Project.
- c. Establish regular schedule of Project meetings and require that each team member bring all the necessary schedule status information.
- d. Keep City informed on status of critical path work. Address areas or activities having problems or requiring management attention.
- e. Track time extension requests, and time extensions granted, pending and denied.
- f. If necessary, work with Contractor to develop a recovery schedule.

4. Quality Management: The Project Manager/Construction Manager will assist the Project team in assuring that construction is completed in accordance with the requirements of the contract documents. That major elements of the construction phase quality management plan are:

- a. Preconstruction conference
- b. Construction planning and scheduling
- c. Inspection and testing
- d. Reports and record keeping
- e. Control of changes in the work
- f. Document control and distribution
- g. Nonconforming or deficient work
- h. Final review, documentation and punch list work completion
- i. Occupancy
- j. Substantial and final completion
- k. Final acceptance

5. Project/Contract Administration: The Project Manager/Construction Manager will assist the project team in assuring that documentary evidence of proper contract implementation is managed, maintained, and focused upon fulfilling the scope, cost quality and time requirements for the Project.

- a. Preconstruction conferences will include administrative and other reporting procedures required.

b. On-site communication procedures: Project Manager/Construction Manager will assist the Project team to prepare and issue communication procedures to endeavor to ensure effective team functioning during construction, including:

- Project directory
- Communications flow chart
- Contractor correspondence files
- Chain of responsibility and authority
- Submittal flow chart and logs
- Field orders
- Coordination meetings
- Quality assurance/quality control
- Substitutes
- Directives and reports
- Cost and schedule performance data.

c. Project site meetings: The Project Manager/Construction Manager will assist the project team to organize, conduct, and record regularly scheduled meetings involving Project Manager/Construction Manager, the Contractor's supervisory personnel, the Architect, and appropriate City personnel. The purpose of the meeting is to:

- Review progress and discuss short-term and long-range plans for Contractor.
- Discuss and resolve scheduling/coordination problems.
- Obtain answers and clarifications to any questions.
- Review and resolve monthly payment requests, specifically noting concurrence with the Architect on the Contractors' invoices. Ensure proper format and documentation is submitted.
- Coordinate long-lead procurement.
- Resolve any other issues brought to the Project team.

d. Contract documentation procedures: The Project Manager/Construction Manager will assist the project team to establish systems for receiving, handling and distributing the following:

- Contract documents
- Contractor request for information
- Change order and construction change directives
- Submittals-receipt and approvals
- Unforeseen conditions
- Claims
- Meeting minutes
- Project reports
- Daily field reports
- Payment requests and payment reports

- Photographs
- Cost summary reports
- Schedule variance reports
- Special record keeping
- As-built drawings.

6. Safety Management: During construction the Contractor is solely responsible for the implementation and enforcement of the safety program at the site. Safety should be discussed weekly with the Contractor as part of the Project meetings to ensure that construction activities planned for the near term will not jeopardize the safety of the occupants or general public.

7. Construction Means and Methods: Neither the professional activities of the Project Manager/Construction Manager, nor the presence of the Project Manager/Construction Manager or its employees at a construction/project site shall impose any duty on the Project Manager/Construction Manager with regard to construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Document or any applicable laws, codes, rules or regulations as such duties are the responsibility of the Contractor.

8. Closeout: Project Manager/Construction Manager will work with the Project Team to ensure timely turnover of Maintenance and Operations Manuals, as-built records, applicable warranty documents, and owner stock items. Closeout functions also include ensuring proper training of City staff, timely completion and closeout of punchlist items, final payment reconciliation, and contract closeout.

Phase 3 – Task 10 - GC/CM Advisory Services:

1. During the course of the project, as the City's GC/CM Advisory consultant, Parametrix will provide consultation, mentorship, advice and recommendations to the City staff and City's Project Manager(s) as it relates to statutory requirements (RCW 39.10) and industry best practices related to GC/CM project delivery. These services will be provided primarily by Jim Dugan of Parametrix.

Phase 3 – Task 11 – Warranty Services:

As needed follow up with Contractor on Warranty items:

- Keep log of on-going warranty issues
- Submit warranty requests to Contractor
- Track response and resolution
- Participate in 1 year walk through with Contractor and City

Assumptions:

1. Project delivery method is GC/CM.
2. Parametrix to have a primary, supporting role in the Project Management and Construction Management of the project and will report to the City of Everett Project Manager(s).
3. The majority of the project meetings during design and construction will be available via virtual format.
4. Mileage, meals and lodging to be reimbursable when required for project work.
5. The original Parametrix fee was based on an assumed duration of 9 ½ months for design and 16 months of bidding/construction/closeout.
6. If scheduled duration increases from duration identified above, Parametrix fee budget will be reviewed and amended accordingly, if required. That schedule has extended but Parametrix will attempt to keep to our original project total unless the City requires additional services beyond originally anticipated.
7. Additional tasks and/or consultants, when required, will be an additional service and can be added by amendment.
8. Additional tasks that require consultants, when required, will be billed at invoice + 15%.
9. Budgeted fee does not include fees for involvement in the formal 3rd party auditing of contractor or subcontractor costs.
10. Fees identified in the fee budget are an estimated budget and unexpended fees may be moved around within the budget to accommodate increased effort or tasks.
11. Hourly rates will increase at 3% each year on January 1st of each year.
12. Efforts will be billed at an hourly, not-to-exceed basis and the total amount invoiced will not exceed the total approved fee budget without prior City of Everett authorization.
13. Any budgeted fee not expended at the completion of the project will remain with the City of Everett.

Compensation

Amendment No.2 - The purpose of Amendment No.2 will extend the scope of services for Parametrix, Inc. in order to provide continued support the Everett Municipal Building – Public Works Tenant Improvements project team with continued General Contractor/Construction Management (GC/CM) Advisory and Project Management Services during Phase 3 Bidding, Construction and Closeout.

Phase 3 - Hourly Rates:

| <u>NAME</u> | <u>RESPONSIBILITY</u> | <u>2023</u> | <u>2024</u> | <u>2025</u> |
|----------------------------|-------------------------------------|-------------|-------------|-------------|
| Jim Dugan | PIC/Lead Consultant/Advisor | \$206. | \$212 | \$218 |
| Nicole Brown | Project Manager | \$180 | \$185 | \$190 |
| Dan Cody | GCCM Procurement/Advisor | \$191 | \$197 | \$203 |
| Matt Godlove/ Tom Rooks | Construction Observation/Inspection | \$155 | \$160 | \$165 |
| Maggie Anderson | Document Controls/Admin | \$113 | \$116 | \$119 |
| Darlene Richter | Project Biller | \$ 98 | \$101 | \$104 |

SERVICE PROVIDER REIMBURSABLE EXPENSES ALLOWANCE

The Service Provider may receive payment as reimbursement for “eligible expenses” actually incurred in the performance of work under this Agreement. “Eligible expenses” means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred.

SERVICE PROVIDER REIMBURSABLE EXPENSES ALLOWANCE - Ph 3 \$ 9,961

SERVICE PROVIDER FEE CONTINGENCY (IF REQUIRED)

Additional services/tasks that may be required based upon any issues that surface during the GC/CM process as approved only in writing and signed by an authorized City representative.

SERVICE PROVIDER FEE CONTINGENCY - Ph 3 \$ 5,321












Parametrix, Inc. PSA Amendment No. 2_SD

Final Audit Report

2024-04-17

| | |
|-----------------|--|
| Created: | 2024-04-16 |
| By: | Marista Jorve (mjorve@everettwa.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA-TSD0minfYCYP9qcKleZlx4VnsqgB-KJ |

"Parametrix, Inc. PSA Amendment No. 2_SD" History

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-  Document emailed to Ruben Sanchez (rsanchez@everettwa.gov) for approval
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-  Document approved by Ruben Sanchez (rsanchez@everettwa.gov)
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-  Document emailed to Matt Kastberg (mkastberg@parametrix.com) for signature
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 Agreement completed.

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