


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 12, 2013

AGENDA ITEM: 3 rd Street Retrofit Project – Professional Services Agreement with Gray and Osborne, Inc.	
PREPARED BY: Jeff Laycock, Project Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works, Engineering	
ATTACHMENTS: Professional Services Agreement including Scope of Work and Fee	
BUDGET CODE: 40250594.563000, D1301	AMOUNT: \$120,000.00

SUMMARY:

The 3rd Street Retrofit Project will design improvements that will incorporate Low Impact Development (LID) stormwater facilities on 3rd Street from Columbia Avenue to Union Avenue. Stormwater runoff on 3rd Street currently collects into a conveyance system that discharges directly to Ebey Slough. By incorporating LID, stormwater runoff can be treated and handled within the existing right-of-way. Examples of LID facilities may include rain gardens, pervious pavements, or infiltration systems. The LID improvements could be constructed within new street improvements such as curb ramp bulbouts, medians or traffic circles. These improvements, when combined, will aide in enhancing the streetscape and promoting vehicle and pedestrian safety.

The City has been offered \$120,000 in non-match, non-competitive grant funds from the Department of Ecology for Preconstruction Planning and Design Project for Low Impact Development (LID). The funding agreement is also being presented to Council under the current agenda. This grant is intended to fund the complete design of the 3rd Street Retrofit Project at a cost of \$99,824.00. At staff's direction, the contract with G&O will be supplemented up to \$20,176.00, or the full amount of the grant, for additional planning and design on 1st Street from State Avenue to Cedar Avenue.

City staff solicited requests for proposals to provide design services for the project. Four firms submitted written proposals. The project consultant selection committee selected Gray and Osborne, Inc. (G&O). G&O demonstrated a clear understanding of the project and is familiar with the goals of the City. G&O has designed and constructed a number of projects that included LID. The attached professional services agreement including scope of work and fee demonstrates an ability to deliver final plans and specifications in order for the project to be shovel-ready. The Department of Ecology is expected to issue a call for projects beginning in September 2014 that could potentially fund construction of the project.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the Professional Services Agreement with Gray and Osborne, Inc., in the amount of \$99,824.00, to provide design services for the 3rd Street Retrofit Project and to authorize an additional \$20,176.00 towards additional LID planning and design as funded under the 2013-15 Municipal Stormwater Capacity Grant Program with the Department of Ecology.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND GRAY AND OSBORNE, INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Marysville, a Washington State municipal corporation ("City"), and Gray and Osborne, Inc., ("Consultant") a Washington corporation licensed to do business in Washington State.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services to plan and design the retrofit of Third Street between Columbia Ave and Union Ave and as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of

services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence upon issuance of notice to proceed and shall terminate at midnight, **December 31, 2014**. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 INDEMNITY.

a. The Consultant shall at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Consultant in

performance of Consultant's professional services under this Agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Consultant or other person and all property owned or claimed by the City, the Consultant, or affiliate of the Consultant, or any other person.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its members, officers, employees and agents, the Consultant's liability to the City, by way of indemnification, shall be only to the extent of the Consultant's negligence.

c. The Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Consultant's waiver of immunity by the provisions of this paragraph extends only to claims against the Consultant by the City and does not include, or extend to, any claims by the Consultant's employees directly against Consultant. The obligations of Consultant under this subsection have been mutually negotiated by the parties hereto, and Consultant acknowledges that the City would not enter into this Agreement without the waiver thereof of Consultant.

d. Nothing contained in this section or Agreement shall be construed to create a liability or a right of indemnification by any third party.

e. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

f. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the

policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

g. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The

City may require an extended reporting endorsement on any approved "Claims-made" policy.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions,

and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit A:

PanGEO, Inc.

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **\$99,824.00** without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:
City of Marysville Public Works
Attn: Jeff Laycock, PE
80 Columbia Ave
Maryville, WA 98270

Notices to the Consultant shall be sent to the following address:
Gray and Osborne, Inc.
3710 168th St NE, Suite 210
Arlington, WA 98223

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

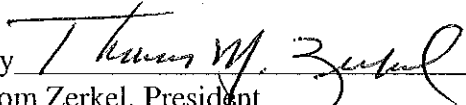
V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2013.

CITY OF MARYSVILLE

GRAY AND OSBORNE, INC.

By _____
Jon Nehring, Mayor

By 
Tom Zerkel, President

Approved as to form:

By _____
Grant K. Weed, City Attorney

EXHIBIT A

SCOPE OF WORK

CITY OF MARYSVILLE 3RD STREET RETROFIT

PROJECT UNDERSTANDING

The City of Marysville is seeking professional services to assist with the planning, permitting, and design related to the retrofit of 3rd Street between Columbia Avenue and Union Avenue. The paved area of the street is currently 48 feet in width and contains angled parking for the western third of the project area, whereas the remaining portion contains parallel parking. Sidewalks with planter strips located between the sidewalks and the paved area exist on both sides throughout the project area. The site is surrounded by both commercial and residential land uses and was recommended to be designated as a "historic street" in the City's 2009 *Downtown Marysville Master Plan*. The City wishes to promote this designation while also providing water quality treatment for runoff. The City would like Gray & Osborne to also review potential LID and water quality improvements along 1st Street between the railroad tracks just east of Cedar Avenue and the intersection of 1st Street and State Avenue. For both of these sites, the City desires to implement elements that promote vehicle and pedestrian safety as well.

The design will be funded by the Washington State Department of Ecology's Grant Program and therefore, great emphasis will be placed on providing water quality treatment and enhancing runoff from the site. As part of the grant program, the City shall implement at least one low impact development (LID) element. In discussing alternatives with the City, the opportunity exists to segment the 3rd Street project site into three areas, each containing a separate treatment or low impact development technique, if feasible. Local ponding occurs in the area but overall, flooding is not a concern within the project area. Due to the proximity and direct connection of the sites to downstream areas, flow control will not be necessary for this project. The City desires to provide education as part of this project and also emphasizes a need to review maintenance concerns related to the treatment techniques chosen.

The scope for the project as a whole will include the following.

DESIGN

Task 1 – Project Management and Oversight

Objective: Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members.

- A. Provide overall project management and oversight services, to include:

- Procure sufficient staff resources to dedicate to the project.
- Prepare and execute subconsultant contracts.
- Manage subconsultant work.
- Manage and control project budget and schedule.
- Manage and provide monthly progress reports and invoices.

Task 2 – Surveying

Objective: Obtain vertical and horizontal control necessary for design of the projects on both 1st St. and 3rd St., obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project.

- A. Establish vertical and horizontal control on the City's adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
- B. Acquire supplemental topographical survey of the sites (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, etc., in sufficient detail to support an adequate level of design.

Task 3 – Utility Data Acquisition

Objective: Acquire record drawings and/or as-built information from the City or utility purveyors as necessary that depict services in the project corridor.

- A. Review data provided by the City and incorporate into project design as may be applicable.
- B. The City will be asked to locate and mark existing utilities prior to project survey. This information will be picked up by our survey crew and incorporated into the project base map.

Task 4 – Geotechnical Investigation and Report

Objective: Conduct field explorations on both 1st St. and 3rd St. to determine design recommendations to support the proposed low impact development and asphalt reconstruction, as well as establishing groundwater levels and character of subsurface material. This task will culminate in the preparation of a final Geotechnical Report.

- A. Perform a geotechnical analysis (PanGEO – geotechnical subconsultant) to determine existing subsurface conditions. A total of up to eight test borings (12 feet deep) will be reviewed and analyzed in and along the project corridor. PanGEO will notify the 1-CALL service. Install 2-inch diameter piezometers with data loggers in up to three of the test borings for groundwater level monitoring over the winter months.
- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Infiltration tests will be conducted within the laboratory. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests (such as cation exchange capacity) will be performed on an as-needed basis, based on the types of soils encountered.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for pavement and structures.
- D. Report – PanGEO will prepare a draft report which will be submitted to the City by Gray & Osborne. The draft report will summarize the results of the geotechnical study and include a site map with approximate test locations, descriptions of surface and subsurface conditions (soil and groundwater), design parameters, and earthwork recommendations. Gray & Osborne will submit one copy of the draft report to the City for its review. Our subconsultant, PanGEO, will revise the draft report to address review comments provided by the City and/or Gray & Osborne. Gray & Osborne will submit three copies of the signed and stamped final report to the City.

Task 5 – Prepare Predesign Report (Technical Memorandum)

Objective: Prepare a Predesign Report (or technical memorandum) summarizing the project understanding, design criteria, regulatory requirements, and general design guidelines and standards which govern the project design. The memorandum will analyze the feasibility of various LID elements and treatment alternatives along with the analysis of methods to improve safety and provide education along the roadway. The LID and water quality elements will follow the guidance of the 2012 *Low Impact Development Technical Guidance Manual* and/or the 2012 Washington State Department of Ecology *Stormwater Manual for Western Washington*.

- A. Incorporate all utility as-built information, plat map (property line) information, survey data, and other available and relevant information into the development of a base map.
- B. Prepare a written technical memorandum (letter report) summarizing the project understanding, grant requirements, project sites, design alternatives including low impact development and water quality facilities, pertinent design criteria such as sizing of the facilities, regulatory requirements, and general design guidelines and standards which govern the project design. The memorandum will incorporate input from staff regarding the intended aesthetics and water quality goals for the sites. Consideration of the use of available grant funds to construct improvements will be incorporated as well.
- C. Submit the technical memorandum to City staff and solicit comments and/or clarifications. A meeting will be held with City staff to discuss the alternatives presented in the draft technical memorandum. We will incorporate all relevant review comments into the memorandum and will issue the final memorandum to the City and Ecology for their 45-day review. The final memorandum will state the recommended alternative for design.

Task 6 –Design Plans, Specifications and Cost Estimates

Objective: Prepare 30, 60, and 90 percent project design plans and/or renderings of the recommended alternative for 3rd St., and may include the recommended alternative for 1st St. based on budget. These plans and renderings will be available for City review and use at Council workshops, staff meetings, and stakeholder meetings if necessary. Specifications and cost estimates of the project representing 60 and 90 percent design efforts will also be prepared for City review and comment. Specifications will be prepared in WSDOT format. Ninety percent design plans will be submitted to Ecology for their 45-day review period after the City's review of the documents is completed and all comments have been addressed.

Subtask 6.1 – Plans

- A. For the 30 percent plans, we will prepare the alignment, profile, and typical cross sections illustrating the proposed improvements. These proposed improvements will be designed on the base map developed from the project survey. The 60 and 90 percent plans will be provided in a City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

Subtask 6.2 – Specifications

- A. Prepare project specifications in WSDOT format referencing the *2012 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved bid schedule and technical specifications.

Subtask 6.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 6.4 – Review Meetings

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 7 – Final Design

Objective: Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City requirements, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details.

Subtask 7.1 – Final Plans

- A. Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan and profile sheets, special notes, special details, etc.

Subtask 7.2 – Specifications (Final)

- A. Prepare final specifications in WSDOT format to include bid schedule and technical specifications.

Subtask 7.3 – Quantities and Cost Estimates

- A. Prepare final quantity takeoff and construction-level construction cost estimate.

Task 8 – Public Meetings

If requested, Gray & Osborne will assist the City with presenting information to the community regarding the alternatives available. This scope assumes one community meeting.

Task 9 – Education

Gray & Osborne will work with the City in preparing educational information (such as signage) to help inform local citizens of the benefits of low impact/water quality facilities.

Task 10 – Quality Assurance/Quality Control

- A. Oversee four, in-house, quality assurance/quality control (QA/QC) meetings at Gray & Osborne’s office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired). Meetings are to take place at the following levels:
- Thirty Percent Design
 - Sixty Percent Design
 - Ninety Percent Design
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

SCHEDULE

The City desires 90 percent project plans to be done by July 1, 2014. We anticipate the following schedule:

30 Percent Design Effort/Predesign Report	January 7, 2014
60 Percent Design Effort	April 18, 2014
90 Percent Design Effort	July 1, 2014
Final Design Effort (after Ecology’s 45-day review period)	September 15, 2014

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, is set forth in the attached Exhibit B. This amount will not be exceeded without prior written authorization of the City.

DELIVERABLES

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

1. Three paper copies of the final geotechnical report.

2. Technical memoranda:
 - a. Three draft copies,
 - b. Four final copies, and
 - c. One electronic copy in PDF format.
3. Four copies of full-scale drawings at 30 percent, 60 percent, and 90 percent design effort levels.
4. Four copies of project specifications and cost estimate at 60 percent and 90 percent design effort levels.
5. One electronic set of final construction drawings (PDF and CAD formats).
6. One electronic set of final project specifications (PDF and Word formats).
7. Five half-scale 11" x 17" and two full-scale paper copy sets of final construction drawings.
8. Five paper copy of final project specifications.

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This scope of work and the resulting maximum amount payable is based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (2 weeks) review of all submittals.
2. This scope of work assumes that the City will provide Gray & Osborne with relevant capacity requirements and record drawings of existing sanitary sewer/storm infrastructure along the project alignment as may be available and/or pertinent to the project.
3. The City will address all permitting needs associated with this project.

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Marysville - 3rd Street Retrofit

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD/GIS Tech./Eng. Intern Hours	Professional Land Surveyor Hours	Land Surveyor Tech Hours	Field Survey (2 person) Hours
1 Project Management and Oversight	4	8					
2 Surveying			2		12	8	32
3 Utility Data Acquisition		4	4				
4 Geotechnical Investigation and Report	1	2	2				
5 Pre-design Report	2	8	32				
6 Design Plans, Specifications, and Cost Estimate							
6.1 Plans	6	58	144				
6.2 Specifications	6	24	36	120			
6.3 Cost Estimate	2	12	24				
6.4 Review Meetings	6	6	6				
7 Final Design		12	24	16			
8 Public Meetings	3	6	6	12			
9 Education	2	6	12				
10 Quality Assurance/Quality Control	6	6	6				
Hour Estimate:	38	152	298	148	12	8	32
Estimated Fully Burdened Billing Rate:*	\$155	\$125	\$120	\$80	\$115	\$108	\$175
Fully Burdened Labor Cost:	\$5,890	\$19,000	\$35,760	\$11,840	\$1,380	\$864	\$5,600

Total Fully Burdened Labor Cost: \$ 80,334

Direct Non-Salary Cost:

- Mileage & Expenses (Mileage @ \$0.56/mile) \$ 200
- Printing \$ 500
- Subconsultant: Geotechnical \$ 17,082
- Subconsultant Overhead (10%) \$ 1,708

TOTAL ESTIMATED COST: \$ 99,824

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.