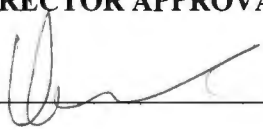


**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 12/08/2014**

<b>AGENDA ITEM:</b> Wastewater Treatment Plant Optimization Study	
<b>PREPARED BY:</b> Kari Chennault, Water Resources Manager	<b>DIRECTOR APPROVAL:</b> 
<b>DEPARTMENT:</b> Public Works	
<b>ATTACHMENTS:</b> 2 original copies of the Professional Services Agreement	
<b>BUDGET CODE:</b> 40142480.541000	<b>AMOUNT:</b> \$59,332.00
<b>SUMMARY:</b>	

Kennedy/Jenks Consultants have been selected as the preferred and most competent process engineering consultant to provide the City of Marysville with an Optimization Study for the City's Wastewater Treatment Plant. The Optimization Study is proposing to evaluate the City's current processes at the Treatment Plant and to provide options for ways to decrease operating cost and energy usage at the Plant while optimizing the operation of the Plant to ensure efficiency. The overall goals of the Project are to lower operating costs, increase reliability, ensure process efficiency and enhance the sustainability of the Plant.

Project deliverables propose to include a technical memorandum summarizing the findings and recommendations resulting from the numerous proposed workshops as well as a presentation of the compiled recommendations.

<b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement between the City of Marysville and Kennedy/Jenks Consultants in the amount of \$59,332.
---

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND **Kennedy/Jenks Consultants**  
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 **Kennedy/Jenks Consultants**, a Washington **Cooperation** (“Consultant”).

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 regarding **the development of a Wastewater Treatment Plant Optimization Study** 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 on **authorization of notice to proceed** and shall terminate at midnight, **December 31, 2015**. 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.**

a. The term "employee" or "employees" as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. 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.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol

(WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

AS No employees supplying work have ever been retired from a Washington state retirement system.

\_\_\_\_\_ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

### III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 damages 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 officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this section shall survive the expiration or termination of this agreement.

d. For the purposes of the indemnity contained in subpart “A” of this paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

DS (initials) \_\_\_\_\_ (initials)

### 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.

b. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**

- (1). Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- (2). Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
- (3). Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4). Professional Liability insurance appropriate to the Consultant's profession.

c. **The minimum insurance limits 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. \$1,000,000 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) Professional Liability/Consultant's Errors and Omissions Liability. \$1,000,000 per claim and \$1,000,000 as an annual aggregate.

d. **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.

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

f. **Verification of Coverage**. In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

g. **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.

h. **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.

i. **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.

j. **Failure to Maintain Insurance** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such

insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**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.

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 **\$59,332** 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:

**Kari Chennault, Water Resources Mgr.**

**City of Marysville Public Works Dept.  
80 Columbia Avenue  
Marysville, WA 98270**

Notices to the Consultant shall be sent to the following address:

**Chris Stoll, Civil Engineer  
Kennedy/Jenks Consultants  
1191 Second Avenue, Suite 630  
Seattle, WA 98101**

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.

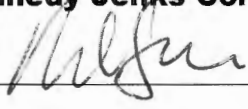
V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

CITY OF \_\_\_\_\_

By \_\_\_\_\_  
Marysville, Mayor

**Kennedy Jenks Consultants Inc**

By  \_\_\_\_\_

Printed name/title: DAVID SEYMOUR  
OPERATIONS MANAGER

Approved as to form:

\_\_\_\_\_  
Marysville, City Attorney

## Kennedy/Jenks Consultants

### Engineers & Scientists

1191 2nd Avenue, Suite 630  
Seattle, Washington 98101  
206-753-3400  
FAX: 206-652-4927

7 November 2014

Ms. Kari Chennault  
City of Marysville  
80 Columbia Avenue  
Marysville, Washington 98270

Subject: Proposal for Professional Engineering Services  
Wastewater Treatment Plant Optimization Study  
K/J Proposal No. F14289 (Revised)

Dear Ms. Chennault:

Kennedy/Jenks Consultants is pleased to submit this scope and budget proposal to provide services to the City of Marysville (City) to provide an optimization study for your wastewater treatment plant.

### **Project Overview and Understanding**

We understand the City currently operates a wastewater treatment plant in the southern portion of the City along Steamboat Slough. The treatment plant currently has a treatment process for total suspended solids (TSS), biochemical oxygen demand (BOD) and ammonia removal utilizing aerated cells, lagoons, sand filtration, and ultraviolet (UV) disinfection. Operations currently used have been in place for 20+ years and the City is currently looking for ways to decrease operating cost and energy usage at the treatment plant while optimizing the operation of the plant to ensure efficiency. The City is especially interested in optimizing the sand filter operation and the UV disinfection system. Kennedy/Jenks will provide an Optimization Study for the treatment plant where our team will take a deep look into the operation of the treatment plant and recommend cost and energy saving measures along with process and operations improvements after review of operations data and a workshop with the City's staff.

### **Proposed Scope of Services**

The specific Scope of Services has been developed in support of overall project goals which are to lower operating costs, increase reliability, ensure process efficiency, and enhance sustainability. The scope of work includes:

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City of Marysville  
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### **Task 1. Data Collection and Review**

Offsite collection and review of client-provided information related to energy, treatment, and other operation and maintenance (O&M) items. Data collected and reviewed may include the following:

- Previous 12 months of utility bills (or consumption and cost) electric, gas, water
- Plant design data
- Previous 12 months of chemical use (volume and cost)
- Previous 12 discharge monitoring reports (DMRs) and any other reports that go to state regulators or the U.S. Environmental Protection Agency (EPA), such as solids disposal
- Any prior energy/operational audits
- Any known operational problems (equipment and/or process)
- Any construction projects recently started or in planning
- Flow diagram of the plant
- Diurnal flow information
- National Pollutant Discharge Elimination System (NPDES) Permit
- Grit and screenings disposal information
- Biosolids disposal information
- Equipment list with motor horsepower information.

Task will include assistance where needed with data collection from the City's records to ensure the correct and accurate data is used for review.

### **Task 2. Onsite Process and Equipment Evaluation**

Kennedy/Jenks staff will take a 1/2-day to visit the treatment plant and take an in-depth look into the process layout with City staff. The site visit will allow the team to gain familiarity with the treatment plant for the workshop. Key operational and maintenance issues will be documented during the visit for discussion during the workshop.

### **Task 3. Optimization Workshop**

Kennedy/Jenks will conduct a two-session (afternoon after Task 2 and morning of the following day) workshop onsite with City staff to discuss the operations of the treatment plant in a systematic and encompassing manner. City staff and Kennedy/Jenks will discuss the operations, controls, and maintenance for each unit process in the treatment plant and

Ms. Kari Chennault  
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formulate possible improvements. Staff invited to the workshop is at the discretion of the City; however, it is anticipated staff involved in the O&M of the wastewater treatment plant would participate. Preliminary workshop agendas and recommended attendees are included as Attachment A.

#### **Task 4. Technical Memorandum Development**

Kennedy/Jenks will prepare a Technical Memorandum summarizing the findings and recommendations resulting from the workshop for immediate or near-term improvements. Recommendations will include both measures to provide energy and cost savings along with process operation efficiency improvements to ensure the current operations are the right ones for the existing treatment plant. The technical memorandum will provide an estimated savings associated with each recommendation and a brief implementation plan, as well as process improvements where possible. Task also includes a presentation of the recommendations to City staff.

#### **Task 5. Project Management**

Kennedy/Jenks' Project Management activities include organization of the team, management of schedule and budget, communications and coordination with the City, coordination of field activities, progress reports, and invoicing. The task includes a kick-off meeting with City staff. The task also includes providing quality assurance/quality control (QA/QC) for the project and meetings with City staff. A Health and Safety Plan will be developed at the beginning of the project to provide direction to field staff.

#### **Assumptions**

Kennedy/Jenks has made the following assumptions for the Scope of Services contained herein:

- The City will provide copies of relevant documents (Task 1) if available.
- The study will not evaluate staffing needs.
- If any recommendations involve capital projects, engineering analysis will not be included in the scope.
- None of the recommendations will pertain to the membrane bioreactor pilot study performed at the City or other major capital improvement process changes.

#### **Proposed Project Budget**

Kennedy/Jenks proposes to complete the Scope of Services for a fee of \$59,332 as summarized in Attachment B and based on the Schedule of Charges included as Attachment C.

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City of Marysville  
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**Proposed Project Schedule**

Kennedy/Jenks' proposed project schedule is summarized in the table below.

Task	Description	Completion
1	Data Collection and Review	4 weeks after receipt of information
2	Onsite Process and Equipment Evaluation	At completion of Task 1
3	Optimization Workshop	At completion of Task 2
4	Draft Technical Memorandum	4 weeks after completion of Task 3
4	Presentation of Recommendations	At completion of Draft Technical Memorandum
4	Final Technical Memorandum	2 weeks after receipt of City's comments
5	Project Management	After completion of Task 4

**Proposed Terms and Conditions**

This proposal is based on current projections of staff availability and costs and, therefore, is valid for 90 days following the date of this letter.


Thank you for considering us for this important project. We look forward to working with you and City staff on the project. Please contact Ron Moeller or Preston Van Meter if you have questions regarding our proposal.

Very truly yours,

AUTHORIZATION:

KENNEDY/JENKS CONSULTANTS, INC.

CITY OF MARYSVILLE, WA

  
Ron Moeller  
Project Manager

By: \_\_\_\_\_  
(Signature)

  
David Seymour  
Municipal Services Manager

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Attachments

Date: \_\_\_\_\_

## **Attachment A**

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Preliminary Workshop Agendas and Recommended Attendees



**Meeting Agenda No. 1**

**Kennedy/Jenks Consultants**

**Meeting Time:** Day #1 AM to \_\_\_\_\_ **Page:** 1 of 1  
**Meeting Location:** Marysville WWTP **Date:** [click here-Refresh K/J Date](#)  
**Meeting Date:** February 2015 **K/J Job No.:** \_\_\_\_\_  
**Project:** City of Marysville WWTP Optimization Study

**Persons Attending:**

<i>Kennedy/Jenks</i>	<i>Suggested City Attendees</i>	<i>Other</i>	<i>Organization</i>
Ron Moeller	Jeff Cobb		
Chris Stoll	Dennis Roodzant		
Onder Caliskaner	Kari Chennault (Optional)		
Nitin Goel			

**Draft Agenda:**

- Wastewater Treatment Plant Tour – Day #1 AM
1. Headworks
  2. Aerated Cells
  3. Lagoons
  4. Filter Pumping
  5. Chemical Dosing
  6. Filters
  7. UV Disinfection
  8. Chlorination System
  9. Filter Reject Pumping
  10. Effluent Pumping
  11. Other

**Meeting Agenda No. 2**

**Kennedy/Jenks Consultants**

**Meeting Time:** Day #1 PM to \_\_\_\_\_ **Page:** 1 of 1  
**Meeting Location:** Marysville WWTP **Date:** [click here-Refresh K/J Date](#)  
**Meeting Date:** February 2015 **K/J Job No.:** \_\_\_\_\_  
**Project:** City of Marysville WWTP Optimization Study

**Persons Attending:**

<i>Kennedy/Jenks</i>	<i>Suggested City Attendees</i>	<i>Other</i>	<i>Organization</i>
Ron Moeller	Kevin Nielsen		
Chris Stoll	Doug Byde		
Onder Caliskaner	Kari Chennault		
Nitin Goel	Jeff Cobb		
	Dennis Roodzant		
	Representative from Engineering Staff		
	Other Operations and Maintenance Staff		

**Draft Agenda:**

- Optimization Workshop - Day #1 PM
- 1. Overview of Workshop Format (Led by Ron Moeller)
- 2. Review of Filter Operations (Led by Ander)
- 3. Review of UV System (Led by Nitin)
- 4. Review of Chlorination System (Led by Nitin)
- 5. Other Processes as Time Allows (Led by Ron Moeller)

**Meeting Agenda No. 3**

**Kennedy/Jenks Consultants**

**Meeting Time:** Day #2 AM to \_\_\_\_\_ **Page:** 1 of 1  
**Meeting Location:** Marysville WWTP **Date:** click here-Refresh K/J Date  
**Meeting Date:** February 2015 **K/J Job No.:** \_\_\_\_\_  
**Project:** City of Marysville WWTP Optimization Study

**Persons Attending:**

<i>Kennedy/Jenks</i>	<i>Suggested City Attendees</i>	<i>Other</i>	<i>Organization</i>
Ron Moeller	Kevin Nielsen		
Chris Stoll	Doug Bye		
Preston Van Meter	Kari Chennault		
	Jeff Cobb		
	Dennis Roodzant		
	Representative from Engineering Staff		
	Other Operations and Maintenance Staff		

**Draft Agenda:**

- Optimization Workshop - Day #2 AM
- 1. Review of Headworks Operation (Led by Ron Moeller)
- 2. Review of Aerated Cells Operation (Led by Ron Moeller)
- 3. Review of Lagoon Operation (Led by Ron Moeller)
- 4. Review of Filter Reject Pumping Operation (Led by Ron Moeller)
- 5. Review of Other Operations (Led by Ron Moeller)
- 6. Review of Optimization Recommendations (Led by Ron Moeller)
- 7. Other

## **Attachment B**

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Proposal Fee Estimate

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: City of Marysville  
 PROJECT Description: Wastewater Treatment Plant Optimization Study  
 Proposal/Job Number/Date: F14289 (Revised) 11/7/2014

January 1, 2014 Rates	Van Meter	Caliskaner	Goel	Moeller	Stoll	Project Admin.	Admin. Assist.	Total	KJ Labor	KJ Escalation	KJ Comm. Charges	KJ ODCs	KJ ODCs Markup	Total Labor	Total Expenses	Total Labor + Subs + Expenses
Classification:								Hours	Fees	0%	4%	Fees	10%			Fees
Hourly Rate:	\$230	\$230	\$220	\$175	\$145	\$90	\$75									
<b>Phase **** (Default)</b>																
Task **** (Communications Charges)											\$2,092				\$2,092	\$2,092
<i>Phase **** - Subtotal</i>	0	0	0	0	0	0	0	0	\$0	\$0	\$2,092	\$0	\$0	\$0	\$2,092	\$2,092
<b>Phase 1 - Data Collection and Review</b>																
Task 1.1 - Data Collection				4	16			20	\$3,020	\$0		\$200	\$20	\$3,020	\$220	\$3,240
Task 1.2 - Data Review		8	8	28	32			76	\$13,140	\$0			\$0	\$13,140	\$0	\$13,140
Task 1.3 - Quality Control	4							4	\$920	\$0			\$0	\$920	\$0	\$920
<i>Phase 1 - Subtotal</i>	4	8	8	32	48	0	0	100	\$17,080	\$0	\$0	\$200	\$20	\$17,080	\$220	\$17,300
<b>Phase 2 - Onsite Process &amp; Equipment Eval.</b>																
Task 2.1 - Onsite Tour		6	6	6	6			24	\$4,620	\$0		\$2,000	\$200	\$4,620	\$2,200	\$6,820
<i>Phase 2 - Subtotal</i>	0	6	6	6	6	0	0	24	\$4,620	\$0	\$0	\$2,000	\$200	\$4,620	\$2,200	\$6,820
<b>Phase 3 - Optimization Workshop</b>																
Task 3.1 - Attend Workshop	8	6	6	10	10			40	\$7,740	\$0		\$2,000	\$200	\$7,740	\$2,200	\$9,940
<i>Phase 3 - Subtotal</i>	8	6	6	10	10	0	0	40	\$7,740	\$0	\$0	\$2,000	\$200	\$7,740	\$2,200	\$9,940
<b>Phase 4 - Tech Memorandum Development</b>																
Task 4.1 - Write Technical Memorandum		12	12	32	32		6	94	\$16,090	\$0			\$0	\$16,090	\$0	\$16,090
Task 4.2 - Quality Control	6							6	\$1,380	\$0			\$0	\$1,380	\$0	\$1,380
Task 4.3 - Present Recommendations				4	4			8	\$1,280	\$0			\$0	\$1,280	\$0	\$1,280
<i>Phase 4 - Subtotal</i>	6	12	12	36	36	0	6	108	\$18,750	\$0	\$0	\$0	\$0	\$18,750	\$0	\$18,750
<b>Phase 5 - Project Management</b>																
Task 5.1 - Project Management				8	8			16	\$2,560	\$0		\$300	\$30	\$2,560	\$330	\$2,890
Task 5.2 - Project Admin.							6	6	\$540	\$0			\$0	\$540	\$0	\$540
Task 5.3 - CCR	1	1	1	1	1			5	\$1,000	\$0			\$0	\$1,000	\$0	\$1,000
<i>Phase 5 - Subtotal</i>	1	1	1	9	9	6	0	27	\$4,100	\$0	\$0	\$300	\$30	\$4,100	\$330	\$4,430
<b>All Phases Total</b>	19	33	33	93	109	6	6	299	\$52,290	\$0	\$2,092	\$4,500	\$450	\$52,290	\$7,042	\$59,332

**Attachment C**

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Schedule of Charges

Client/Address:

Contract/Proposal Date:

**Schedule of Charges**

January 1, 2014

Personnel Compensation

<b>Classification</b>	<b>Hourly Rate</b>
CAD-Technician .....	\$100
Designer-Senior Technician .....	\$130
Engineer-Scientist-Specialist 2 .....	\$125
Engineer-Scientist-Specialist 3 .....	\$145
Engineer-Scientist-Specialist 4 .....	\$160
Engineer-Scientist-Specialist 5 .....	\$175
Engineer-Scientist-Specialist 6 .....	\$195
Engineer-Scientist-Specialist 7 .....	\$220
Engineer-Scientist-Specialist 8 .....	\$230
Engineer-Scientist-Specialist 9 .....	\$235
Project Administrator .....	\$90
Administrative Assistant .....	\$75
Aide.....	\$60

In addition to the above Hourly Rates, a three percent Communications Surcharge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Reimbursement for use of computerized drafting systems (CAD), geographical information systems (GIS), and other specialized software and hardware will be at the rate of \$12 per hour.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2014 through December 31, 2015. After December 31, 2015, invoices will reflect the Schedule of Charges currently in effect.