


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 13, 2015

AGENDA ITEM: Surface Water Comprehensive Plan Update	
PREPARED BY: Kari Chennault DEPARTMENT: Public Works	DIRECTOR APPROVAL: 
ATTACHMENTS: 2 original copies of the Professional Services Agreement	
BUDGET CODE: 40145040.541000.M1519	AMOUNT: \$249,950.00
SUMMARY:	

Attached is a Professional Services Agreement with Gray & Osborne, Inc. to provide consulting services to update the City's Surface Water Comprehensive Plan. The City advertised for qualified consultants to submit proposals. The three most qualified firms, based on staff's review of their proposals, were interviewed and Gray & Osborne, Inc. was selected based on the qualifications and experience they demonstrated.

The City's existing Comprehensive Plan was updated in February 2009 and will be updated again to reflect the changes that have occurred both in the City and the recent re-issuance of the National Pollution Discharge Elimination System Phase II Permit.

RECOMMENDED ACTION: Staff recommends that the City Council members authorize the Mayor to sign and execute the Professional Services Agreement with Gray & Osborne, Inc. in an amount not to exceed \$249,950.
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**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND **Gray & 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 & Osborne, Inc.**, a Washington **Corporation** (“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 update to the City’s Surface Water Comprehensive Plan** 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, **July 1, 2016**. 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)*

Nil 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.

_____(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 **\$249,950** 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:

Matthew Eyer

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

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

**Stacey Clear
Gray & Osborne, Inc.
3710 168th Street NE, Ste B210
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 _____, 201__.

CITY OF _____

Gray & Osborne, Inc.

By _____
Marysville, Mayor

By _____
Printed name/title: _____

Approved as to form:

Marysville, City Attorney

EXHIBIT A

SCOPE OF SERVICES

CITY OF MARYSVILLE SURFACE WATER COMPREHENSIVE PLAN UPDATE

The City of Marysville is seeking professional services to assist with the planning, modeling, development of capital projects, operation and maintenance costs, and financial review of rates and connection charges related to the City's Municipal Separate Stormwater System (MS4). The City of Marysville last adopted its Surface Water Comprehensive Plan in 2009. The City population has grown from approximately 25,000 in 2002 to approximately 63,000 today, primarily through annexations. Some significant portions of this growth have occurred since the completion of the 2009 Surface Water Comprehensive Plan update. Gray & Osborne, Inc. will assist the City of Marysville with the preparation of the Surface Water Comprehensive Plan update. The fee will be based upon the contract amount in this Exhibit A and payable upon the completion of the tasks identified below.

TASK 1 – PROJECT MANAGEMENT

Provide overall project management and oversight services to include:

1. Procuring sufficient staff resources to dedicate to the project.
2. Preparing and executing subconsultant contracts.
3. Managing and controlling project budget and schedule.
4. Managing and providing monthly progress reports and invoices

TASK 2 – ASSESS EXISTING AVAILABLE DATA AND INFORMATION

Gray & Osborne will collect and compile existing data including GIS information, as-built plans, and previous surface water model(s).

1. Obtain additional GIS data including stormwater infrastructure newer than 2013 as well as as-built scans newer than "sd379.pdf."
2. If available, the City will provide Gray & Osborne the models from the previous 2009 Plan.
3. Interview operations crews to determine current problem areas in terms of flooding or aging infrastructure, with the end result of a highlighted map to show known problem areas.

4. If necessary, Gray & Osborne is to provide survey, field investigation, and/or analysis of known problem areas. This scope assumes a total of three 40-hour weeks of field survey work.

Deliverables

- GIS-based map showing known problem areas (to be included in the Plan) based on a marked-up map from Operations crew.
- Chapters 1 (Introduction) and 2 (Service Area Characteristics).
- Survey data (in AutoCAD format)

TASK 3 – IDENTIFY AREAS OF FOCUS

Gray & Osborne will work with City staff to review known areas of concern and previous CIPs to determine significance. Gray & Osborne will incorporate findings into the 2015 Plan update including the necessity of previous County-defined projects.

1. Meet with City staff to discuss areas of concern for flooding analysis including those areas highlighted by Operations staff.
2. With City staff, identify future development areas of concern to focus on.

TASK 4 – ASSESS CONVEYANCE ISSUES AND EXISTING STORM SYSTEM

Gray & Osborne will review previous models to determine whether they should be expanded upon or updated. In addition, we will work with City staff to identify any other existing areas of concern.

1. Model areas of concern using the 25-year and 100-year SBUH Type 1A storms and utilize software programs such as WWHM2012, HEC-RAS, XP-Storm, or the hydrologic/hydraulic component of InfoSewer. If the 2009 computer model is not available, the City and Gray & Osborne will determine what level of modeling can be completed in the estimated hours dedicated for the modeling task. If additional modeling is required, an amendment to the agreement will be negotiated.
2. For future areas of development, Gray & Osborne will analyze land use and potential storm flows for fully developed conditions.
3. For both the existing and future areas of concern, propose recommendations on either structural or non-structural means (i.e.,

policies such as LID, maintenance, etc.) to accommodate the selected design storm (the 25-year Type 1A storm event).

4. Provide stormwater base map(s) that will show discharge/outfall locations per Ecology's definition of each. Gray & Osborne will provide this GIS shapefile electronically along with metadata so that it may be included within the City's GIS data.

Deliverables

- Chapters 3 (Existing Stormwater Drainage System) and 4 (Future Development Areas).
- Stormwater base map(s) showing discharge point locations.
- Newly created GIS files with associated metadata.
- Computer model data files and results.

TASK 5 – ASSESS FUTURE DRAINAGE NEEDS IN THE LAKEWOOD REGION

Alternatives to addressing runoff in the undeveloped areas of the Lakewood Region include LID facilities, regional facilities, or traditional conveyance systems such as storm drain pipes and grass swales. This task will include modeling the existing stormwater facilities in the Lakewood Region as well as assessing which facilities may be the most appropriate for the Lakewood Region based upon the facilities' general effectiveness and the City's future maintenance needs. The City may wish to disallow LID in this region due to shallow groundwater tables or other issues pertaining to impacts on neighboring areas. Gray & Osborne will review the feasibility of this option, taking into consideration Ecology's general desire to refrain from a blanket LID feasibility approach.

Gray & Osborne will review available historical geotechnical reports for the area.

Further investigation by a geotechnical subconsultant (PanGEO, Inc.) could supplement the existing data; however, this would be beyond the scope of this work and would require an amendment to this agreement.

1. Review suitability of LID facilities in general for the Lakewood Region.
2. Review the sizing and potential locations of regional stormwater facilities.
3. Review traditional collection and conveyance systems.

Deliverables

- Chapter 4 (dedicated section of the Future Development Areas Chapter specifically addressing alternatives for the Lakewood Region).
- Computer model data files and results specifically for the Lakewood Region.

TASK 6 – FINANCIAL ANALYSIS

Gray & Osborne will prepare a financial analysis of the current and proposed rates and stormwater connection fee.

1. For proposed solutions derived in Task 4, create detailed cost estimates.
2. With City staff, prioritize projects into a 6-year Capital Improvement Plan.
3. Review and document stormwater connection fee (GFC) analysis based upon the existing and future capital costs associated with the stormwater infrastructure. As part of this analysis, GFCs and rates for other cities will be researched for comparison purposes.
4. Review and document stormwater rates including analysis of support costs including staff necessary for operation and maintenance, engineering support, GIS, and NPDES Phase II components (i.e., water quality monitoring costs, training, education, etc.).
5. Create figures and tables clearly defining locations, costs, and proposed project years for the 6-year CIP.

Deliverables

- Chapters 5 (Capital Improvement Plan) and 6 (Financial Analysis).

TASK 7 – PRESENTATION TO PUBLIC WORKS COMMITTEE

Provide Gray & Osborne staff, presentation materials, and response to questions for public comment and review in support of City staff.

1. Present the Surface Water Comprehensive Plan update to the Public Works Committee. Describe the methodology used to determine the CIPs and explain the justification of the proposed rates and GFCs. Describe the improvements necessary, how they were prioritized, and the funding available for the projects.

Deliverables

- Powerpoint presentation prepared for the Public Works Committee summarizing the draft Plan.
- Supporting documents necessary for presentation to the Public Works Committee.

TASK 8 – PREPARE SEPA CHECKLIST

A non-project SEPA checklist will be prepared and inserted as an appendix to the update.

Deliverables

- SEPA Checklist in an appendix.

TASK 9 – PREPARE FINAL SURFACE WATER COMPREHENSIVE PLAN UPDATE

1. Prepare final version of the update based upon staff, public, and council's comments. Two versions will be provided to the City including the original Microsoft Word/Excel files as well as a bookmarked pdf version.
2. Present the final plan to the City Council.

Deliverables

- Final Surface Water Comprehensive Plan in both hard copy and electronic formats (Microsoft Word/Excel and pdf).
- Modeling files.
- GIS files including but not limited to, files displaying locations of CIPs with associated costs and other pertinent project information.

TASK 10 – QUALITY ASSURANCE/QUALITY CONTROL

Gray & Osborne will hold three quality assurance/quality control (QA/QC) meetings internally to which City staff will be invited. These meetings will be held at the 5, 50, and 90 percent completion levels so as to ensure the goals of this scope of work are being addressed and to ensure that all team members are on track to meet the contracted budget and schedule.

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This scope of work and the resulting maximum amount payable are 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 review of all submittals.
2. This scope of work assumes that the City will provide Gray & Osborne with the previous stormwater models, if available.
3. The City will provide the latest GIS stormwater and land use related files to Gray & Osborne.
4. The City will provide previous related reports such as the North Marysville Master Drainage Plan, the Lakewood Master Plan, or any studies related with Lakewood or new development areas.
5. The City will provide supporting information related to hours provided by maintenance, support staff, etc., for the purpose of analyzing rates and GFCs.

EXHIBIT A (Cont.)

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Marysville - Surface Water Comprehensive Plan Update

Tasks	Principal Barry Baker Hours	Project Manager Stacey Clear Hours	Project Engineer Roger Kuykendall Hours	Civil Eng. Leigh Nelson/ Kerri Sidebottom Hours	AutoCAD/ GIS Mgr./ Graphic Artist Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (3 person) Hours	Total Hours Per Task	Cost per Task
1 Project Management	24	60							84	\$11,160
2 Assess Existing Available Data and Information		60	72	120	24	40	16	120	452	\$64,760
3 Identify Areas of Focus		8	8						16	\$2,040
4 Assess Conveyance Issues and Existing Storm System	4	124	60	200	24	40			452	\$52,020
5 Address Future Drainage Needs - Lakewood Region	4	48	80	120		24			276	\$31,920
6 Financial Analysis	16	120	160	224		20			540	\$64,080
7 Presentation to City Council and Public		16	16	8		12			52	\$5,920
8 Prepare SEPA Checklist		2	4						6	\$760
9 Prepare Final Plan		12	20	20		4			56	\$7,050
10 QA/QC	16	20	16	24	4	4			84	\$10,240
									2018	\$249,950
Hour Estimate:	64	470	436	716	52	144	16	120		
Fully Burdened Billing Rate Range:*	\$112 to \$176	\$115 to \$176	\$110 to \$142	\$75 to \$118	\$92 to \$118	\$45 to \$90	\$109 to \$128	\$144 to \$210		
Estimated Fully Burdened Billing Rate:*	\$140	\$130	\$125	\$110	\$110	\$80	\$120	\$225		
Fully Burdened Labor Cost:	\$8,960	\$61,100	\$54,500	\$78,760	\$5,720	\$11,520	\$1,920	\$27,000		

Total Fully Burdened Labor Cost: \$ 249,480
 Direct Non-Salary Cost:
 Printing \$ 470
TOTAL ESTIMATED COST: \$ 249,950

* 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.