

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/12/2015

AGENDA ITEM: Professional Services Agreement with MWH Americas, Inc. for Engineering Services	
PREPARED BY: Karen Latimer, Public Works Operations Manager	DIRECTOR APPROVAL:
DEPARTMENT: Public Works	
ATTACHMENTS: 1. Professional Services Agreement	
BUDGET CODE: 40220594.563000 W1502	AMOUNT: \$40,850.00
SUMMARY:	

This Professional Services Agreement will provide the City with engineering design and construction management and inspection services for repair or replacement of the Cedarcrest Reservoir roof. MWH Americas, Inc. will perform the following services:

- Project management
- Basis of design
- Final design
- Bidding assistance
- Construction management assistance

RECOMMENDED ACTION:

Staff recommends that Council Authorize the Mayor to sign and execute a Professional Services Agreement between the City of Marysville and MWH Americas, Inc. in the amount of \$40,850.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND MWH AMERICAS, 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 MWH Americas, Inc., a California 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 to design modifications to the Cedarcrest Reservoir roof and to provide bidding and construction support services 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 October 12, 2015 and shall terminate at midnight, November 30, 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)*

_____ 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. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

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 \$40,850.00 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:

**Karen Latimer
Public Works Operations Manager
City of Marysville
Department of Public Works
80 Columbia Avenue
Marysville, WA 98270**

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

**Gregory Harris, P.E., PMP
MWH Americas, Inc.
2353 130th Avenue NE
Suite 200
Bellevue, WA 98005**

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 _____, 2015.

CITY OF MARYSVILLE

MWH AMERICAS, INC.

By _____
Jon Nehring, Mayor

By _____
Mark Graham, Washington Area Manager

Approved as to form:

Jon Walker, City Attorney

Exhibit "A"
Scope of Services

**SCOPE OF WORK
PROFESSIONAL SERVICES
FOR THE
CEDARCREST RESERVOIR ROOF PROJECT
TO BE PROVIDED BY
MWH AMERICAS, INC
FOR THE
CITY OF MARYSVILLE**

This scope of work describes the professional services associated with the Cedarcrest Reservoir Roof Project (the Project) to be provided by MWH Americas, Inc. (MWH) for the City of Marysville (the City). The Project consists of two phases, including phase 1 during design and phase 2 during bidding and construction. The following provides a description of the scope of work by phase and task.

PHASE 1 - DESIGN

TASK 1 - PROJECT MANAGEMENT

- 1.1 - Management of the project over a 1.5 month period during design.
- 1.2 - Monitor schedule and budget and make staff assignments to maintain project schedule.
- 1.3 – Prepare two brief monthly status reports and invoices in standard MWH format.

TASK 2 – BASIS OF DESIGN

2.1 –Existing System Design Review & Evaluation

MWH will review existing reservoir and roofing design record drawings (provided by the City) and communicate with DN Tanks regarding the existing roofing design approach. MWH will also conduct a two-hour site visit to evaluate conditions of existing joints, reservoir roofing and drainage. The budget and schedule for this scope of work assume that no structural repair of the reservoir will be required. MWH's Independent roofing consultant will take a small sample of the existing roofing and have it lab tested for hazardous materials (specifically asbestos.)

2.2 – Roofing System Evaluation and Recommendations

MWH will investigate up to three options for roofing systems for the reservoir, ranging from a hot-mop asphalt coating with gravel (existing system) to a reinforced hot-applied water proofing system with protective board that may include an extended warranty.

2.3 – Basis of Design TM

MWH will draft a brief (up to five pages) memorandum (TM) documenting the roofing system options, costs and recommendations for the City to review. MWH will incorporate review comments into a final TM which will serve as the basis of design.

TASK 3 – FINAL DESIGN

Prepare final design documents for the bidding and construction of the work. Final design will consist of the following subtasks:

3.1 - Prepare 90% Contract Documents

3.1.1 - 90% Drawings

The work associated with this project includes preparation of plan, section and detail drawings for the roof repair. The drawings anticipated to be included in the Contract Documents are listed below:

<u>Drawing No.</u>	<u>Description</u>
<u>General</u>	
G-1	Cover and Title Sheet
G-2	Location Map, Vicinity Map, List of Drawings, General Notes
G-3	Abbreviations and Symbols
<u>Mechanical</u>	
GM-1	General Details
M-1	Roof Plan
M-2	Section and Details

Drawings will be prepared using AutoCAD Format. Drawings will be set up in 22" x 34" format and printed to half-scale 11" x 17" size for bidding purposes.

3.1.2 - 90% Specifications

Prepare the technical specifications required for the work, as described below. The City will prepare complete front end documents and bid forms, which MWH will review for coordination with the drawings and specifications. Technical Specifications will be prepared by MWH based on MWH standard specifications in CSI format. Technical specifications will include the following sections:

<u>Section No.</u>	<u>Description</u>
028213	Asbestos Removal (only if necessary)
024119	Demolition and Reconstruction
036000	Grouting

071413	Hot Fluid Applied Waterproofing (or similar if other system is selected)
072216	Roof Insulation (only if selected)
079213	Sealants and Caulking

3.2 – City Review

At the 90 percent level of design completion, a PDF of the Contract Drawings and Specifications will be submitted to the City for review.

3.3 - Final Contract Documents

Review and incorporate comments received from the City into the final Bidding/Contract Documents for the project. Produce final Bidding/Contract Documents and technical specifications in pdf format, suitable for bidding purposes.

PHASE 2 – BIDDING AND CONSTRUCTION

TASK 4 - PROJECT MANAGEMENT

- 4.1 - Management of the project over 2.5 month period during bidding and construction.
- 4.2 - Monitor schedule and budget and make staff assignments to maintain project schedule.
- 4.3 – Prepare two brief monthly status reports and invoices in standard MWH format.

TASK 5 - BIDDING ASSISTANCE

Provide limited assistance (approximately 7 hours) to the City during bidding and award of the project, by responding to bidder's questions. It is assumed that the City will lead the bidding process. The scope for this task is limited to the budget available.

TASK 6 – CONSTRUCTION MANAGEMENT ASSISTANCE

MWH will provide limited (approximately 69 hours) construction management and monitoring of construction services for the City of Marysville. The scope for this task is limited to the budget available. The work includes the following subtasks:

6.1 – Engineering Services

- A. **Shop Drawing Review and Processing.** Receive and log shop drawing submittals provided by the City for review. Return shop drawings to the City upon completion of the review process. Maintain a shop drawing submittal file.
- B. **Clarification of Contract Documents.** Receive and log clarification requests provided by the City for review. Provide response to the City to clarify design details.

6.2 - Field Services:

Provide up to 40 hours of construction inspection, to perform the following services:

- A. **On-Site Field Observation and Monitoring.** Provide part-time on-site field observation and monitoring to observe the quality and progress of the construction to help determine if the provisions of the construction contract documents are being fulfilled, to responsibly carry out the program of inspection to guard the City against defects and deficiencies in the work of the Construction Contractor, and to advise the Construction Contractor when defects and deficiencies are observed in the work.
- B. MWH will direct its efforts toward determining that the completed project will conform to the plans and specifications, but MWH shall not be responsible for the means, methods, techniques, or procedures of construction selected by the Construction Contractor(s) or for the safety precautions and programs incident to the work of Construction Contractor(s) or for any failure of Construction Contractor(s) to comply with laws, ordinances, rules, or regulations applicable to the construction work. The parties recognize that the Construction Contractor(s) is responsible for ensuring that construction is in accordance with the plans and specifications.
- C. Notwithstanding any inferences, references, or statements to the contrary contained within this document, the City understand that MWH would not direct any Construction Contractors, subcontractors, etc., at the job site, and it is hereby agreed that MWH would assume no obligation for any acts, errors, or omissions of parties other than MWH.
- D. **Project Daily Report.** Complete a daily report for the days the inspector is on-site that records decisions and observations of a general or specific nature in chronological order.
- G. **Photographs.** Take initial pre-construction photographs and progress photographs of construction activities on a regular basis to document progress of the work and job site conditions encountered.
- H. **Final Review and Inspection.** Perform a final review and inspection of the construction work and prepare a final list of items to be corrected (i.e. "Punch List"). After substantial completion of the project, verify completion of the punch list.

5.3 - Prepare Record Drawings

- A. Incorporate the Contractor's record information into the CAD design files. Changes in materials, elevations, size and location, from that shown on the

plans shall be shown based on the information provided by the Contractor.
Provide final electronic AutoCAD and pdf files.

SUMMARY OF RESPONSIBILITIES/TASKS OF THE CITY OF MARYSVILLE

The following items are tasks or expenses that are not included within the Consultant's budget and are understood to be accomplished or compensated by the City.

1. City will pay all permit application and review fees.
2. City will provide all legal services related to contract review, protests, claims and related items.
3. City will provide the front end documents and bid forms to include in the Contract Documents.
4. City will lead the bidding and construction management phase services between the Owner and Contractor.