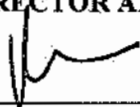


**CITY OF MARYSVILLE AGENDA BILL
EXECUTIVE SUMMARY FOR ACTION**

CITY COUNCIL MEETING DATE: February 26, 2018

AGENDA ITEM:	
Professional Services Agreement with KPFF Consulting Engineers for Design of the 83 rd Ave NE and Soper Hill Rd Intersection Improvements	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton, Project Engineer	
DEPARTMENT:	
Public Works / Engineering	
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE:	AMOUNT:
30500030.563000, R1705	\$176,174.00
SUMMARY:	
<p>Due to increased development in the City of Marysville's Whiskey Ridge neighborhood, the intersection at 83rd Ave NE and Soper Hill Road will not meet the required level of service standards. The intersection resides within the City of Lake Stevens' jurisdiction. The City of Marysville has partnered with the City of Lake Stevens in order to move the improvements forward ahead of proposed development in Marysville. This development is currently occurring along the 83rd Ave NE corridor. Marysville will lead the project design and construction, while Lake Stevens will retain permitting authority.</p> <p>The City advertised a Request for Proposals in early December 2017, requesting that firms submit written proposals stating their qualifications to provide consultant services related to this project. The City received proposals from five (5) firms and selected KPFF as the most qualified firm for the project.</p> <p>The attached Professional Services Agreement (PSA) will provide the City with design services for the project. It is staff's opinion that the negotiated fee of \$176,174.00 is fair and consistent with industry standard.</p>	

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement for the 83rd Ave NE and Soper Hill Rd Intersection Improvements project with KPFF Consulting Engineers in the amount of \$176,174.00.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND KPFF CONSULTING ENGINEERS**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation ("City"), and KPFF Consulting Engineers, a corporation incorporated in Washington, organized under the laws of the state of Washington, located and doing business at 1601 5th Avenue, Suite 1600, Seattle, WA 98101-0000 ("Consultant").

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

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached Exhibit A, incorporated herein by this reference (the "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.
- 2. TERM.** The term of this Agreement shall commence on February 27, 2018 and shall terminate at midnight on March 31, 2019. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in Exhibit A and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed One Hundred Seventy Six Thousand One Hundred Seventy Four Dollars and Zero Cents (**\$176,174.00**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT'S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 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 Services 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 Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked "Confidential."
- (2) If records identified as "Confidential" by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively "Damages") arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 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.

4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The 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 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

_____ (City Initials) _____ (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term.** 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 Services hereunder by the Consultant, its agents, representatives, or employees.

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

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage 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.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (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.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** The 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 Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **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 (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement 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.

j. **Insurance to be Occurrence 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. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 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 the Consultant's status as an independent contractor in the performance of the 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 not make

a claim of City employment and shall not 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 to the Services that the Consultant performs under this Agreement.

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

4.10 EMPLOYMENT.

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

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman's Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) 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 performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never 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 use initials to indicate No or Yes below.)*

_____ No, employees performing the Services have never been retired from a Washington state retirement system.

_____ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “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, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney 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 the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in Exhibit B, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in Exhibit B.

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

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 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 when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

4.14 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 the Services provided to the City.

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any 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; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. 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.

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

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

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE
Adam Benton
80 Columbia Avenue
Marysville, WA 98270

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

KPFF CONSULTING ENGINEERS

Mick Monken, P.E.
1601 5th Avenue, Suite 1600
Seattle, WA 98101

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

6.3 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.

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and 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 a written supplemental amendment properly signed by both parties.

6.5 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 parts, terms, or 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 part, term, or provision held to be invalid.

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

6.6 NONWAIVER. A waiver by either party of a breach by the other party 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.

6.7 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.

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

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

6.10 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.

6.11 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 herein.

DATED this _____ day of _____, 20____,

CITY OF MARYSVILLE

KPFF CONSULTING ENGINEERS

By _____
Jon Nehring, Mayor

By _____
Ron Leimkuhler
Its: Principal

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A



SCOPE OF WORK

CITY OF MARYSVILLE – 83RD/SOPER HILL ROAD ROUNDABOUT

Revision: 15 February 2018

PROJECT DESCRIPTION

The City of Marysville (City), in cooperation with the City of Lake Stevens, plans to construct a roundabout at the intersection of 83rd Avenue Northeast and Soper Hill Road and frontage improvements include a multi-purpose trail along the north side of Soper Hill Road east of 83rd Avenue Northeast. With the exception of the north leg of the intersection, the project site is within the jurisdiction of Lake Stevens and an Inter-local Agency Agreement (ILA) is currently in process between the two cities for this project's construction. The intent of the project is to ensure safe vehicle and non-motorized movements while maintaining an acceptable level of service (LOS) of the intersection. In July 2016, the Transpo Group released an Intersection Analysis for the City which demonstrated that a 60-foot diameter inscribed circle roundabout (RAB) would perform at LOS A through 2035.

The services provided by KPFF's team are to: develop alternative concepts; perform analysis and select a preferred alternative; take the preferred alternative through full design; prepare a bid ready package; and support the City with stakeholders and through the bid process. The preference of the City is to design so that the entire project improvements will be within the existing right-of-way limits.

PROJECT OBJECTIVES

- Provide a pedestrian- and vehicle-safe intersection.
- Provide a section of multi-use, non-motorized pathway along the north side of Soper Hill Road east of 83rd Avenue Northeast.
- Enhance and protect future operational efficiencies on the 83rd Avenue Northeast/Soper Hill Road intersection through 2035.
- Perform the improvements within the existing right-of-way.
- Analyze four (4) roundabout options to develop a preferred alternative.
- Provide the plans, specifications, and cost estimate (PS&E) documents necessary for construction bidding in 2018.

PROJECT TEAM

The project team includes:

Owner	City of Marysville
Jurisdiction Agencies	City of Marysville and Lake Stevens
Prime Consultant	KPFF Consulting Engineers
Survey	KPFF Consulting Engineers
Geotechnical Engineer	HWA
Drainage Engineer	KPFF Consulting Engineers
Environmental/Permitting	KPFF Consulting Engineers
Landscape Design	HBB
Retaining Walls	KPFF Consulting Engineers
Civil Design	KPFF Consulting Engineers
Construction Management	KBA – <i>Optional Future Service</i>

TASK NO. 1 - PROJECT MANAGEMENT

- 1.1 Preparation of Invoices and Progress Reports:** A monthly invoice and progress report will be prepared and submitted to the City. The progress report will describe the work represented by the invoice. KPFF will compile the invoices and progress reports for the consultant team into a single document to be submitted to the City.
- 1.2 Team Management & QA/QC:** KPFF will perform general coordination and be the main point of contact between the multidiscipline team member and the City. KPFF will collect information from and disseminate information to the team. KPFF will review and provide the team information in providing the City compliant documents. KPFF will perform QA/QC review of the project at 100% design.
- 1.3 Meetings with Project Stakeholders:** KPFF has set aside hours to perform support services to the City as needed. Work will be performed within the limits of this budget. Adjustment may be necessary in the event that the estimated hours are exceeded.
- 1.4 Team Meetings:** KPFF will schedule meeting with the City to coordinate the design process. In-person meetings, held at the City's Public Works office, are estimated to be two hours each and will be at the following milestones:
- 1) Review of alternative concepts
 - 2) Review of preferred concept
 - 3) Review of 30% design
 - 4) Review of 90% design
 - 5) Review of bid package

Phone coordination meetings are anticipated two times each month between KPFF and the City's PM and with Lake Stevens. Allocation of time is 16 hours total.

Phone and Site coordination support meeting has a set aside of 20 hours total throughout the duration of the project.

ASSUMPTIONS

- The overall project duration is estimated to be eight months from Notice to Proceed.
- Marysville will be responsible for public outreach.
- Marysville will lead public involvement and stakeholder coordination (including, but not limited to, HOAs, utilities, Community Transit, Lake Stevens School District, emergency response services, adjacent property owners, and development community).
- KPFF will provide support for public involvement and stakeholder coordination (including, but not limited to, HOAs, utilities, Community Transit, Lake Stevens School District, emergency response services, adjacent property owners, and development community).
- Marysville will be the lead contact with the City of Lake Stevens; however, KPFF can coordinate directly with Lake Stevens, in which case KPFF will provide notification and summary brief to Marysville Project Manager of project-related contacts.

DELIVERABLES

- Monthly progress reports and invoices
- Meeting minutes
- Documented briefs on meeting with stakeholders where support is provided

TASK NO. 2 - SURVEY

- 2.1 Survey Research and Preparation:** Conduct research of horizontal and vertical control information, surveys of record, and City records (if any) pertaining to rights-of-way and utilities.
- 2.2 Right-of-Way and Parcel Establishment:** Analyze field control data, records research, and property description information and calculate existing rights-of-way and adjacent parcel lines.
- 2.3 Field Survey Control (Horizontal and Vertical):** Perform GPS control survey to establish required horizontal and vertical control and existing monumentation for right-of-way and adjacent parcel determination. Supplemental conventional field control may be necessary where GPS cannot be obtained.

- 2.4 Cross-Section Survey (Drainage Analysis):** Perform field topographic survey of the roadway, the limits of which are described as follows: from the intersection of 83rd Avenue Northeast and Soper Hill Road to include the intersection and 350 feet westerly; 750 feet easterly; 250 feet northerly; and 150 feet southerly. Survey to remain within the existing right-of-way (80 feet). Survey is to include planimetric features, spot elevations sufficient to generate 1-foot contours, and cross-sectional data from right-of-way to utilities.
- 2.5 Basemap Compilation/Preparation:** Process topographic field data and prepare CAD basemap depicting the above mentioned topographic features, right-of-way lines, and adjacent parcel lines.
- 2.6 Submittal/Review Process:** KPFF will address comments as provided by the client.
- 2.7 Professional Land Surveyor Certification:** Stamp and sign final topographic survey map.

ASSUMPTIONS

- Data will be in compliance with APWA CAD standards.
- It is assumed that all design efforts are to remain within the existing right-of-way. All topographic information will be confined to the existing right-of-way. Should additional data need to be obtained on private property, it shall be the responsibility of the client to obtain necessary rights-of-entry permission from private property owners.
- It is assumed there will not be right-of-way acquisitions or easements prepared for this project. KPFF can provide this service and prepare a revised fee proposal upon the request of the client.
- Adjacent parcel lines will be based on deed descriptions, found monumentation and best available record information.
- No monuments, property corners, or right-of-way lines will be staked.
- Construction staking is not a part of this proposal.
- City will order and provide the title reports to KPFF.
- The City will provide KPFF with access to any available utility mapping or record information.
- City will pothole City owned utilities and/or provide core depths as necessary.
- Utilities will be based on on-site locates and best available as-built information and should be considered approximate. KPFF will lead the outreach for utility locates.
- Building, power pole, and above-ground utility line heights are not a part of this scope.
- Below-ground utility depths (except for sewer and storm structure inverts) are not a part of this scope.
- Below-ground utility pipe/cable sizes will not be shown (except for sewer and storm structure inverts) except where record information is available.

- Topographic survey map will be drawn at a scale most convenient for sheet size unless otherwise specified by the client.
- Buildings on adjacent properties will not be shown.
- Identifying tree conditions are not a part of this scope. If this is required, we can obtain the services of a qualified arborist for an additional fee.

DELIVERABLES

- Draft basemap in PDF and electronic AutoCAD 2017 copy
- Final basemap in PDF and electronic AutoCAD 2017 copy
- PLS stamped Surveyor Certification

TASK NO. 3 - GEOTECHNICAL (HWA)

3.1 HWA Task Management

- 1) Invoice Generation and Processing:** HWA will prepare monthly invoices and progress reports for the duration of the design phase of the project.
- 2) Geotechnical Task Management:** HWA will provide geotechnical task management to all geotechnical related aspects of the project. HWA will correspond with the City and the design team in the form of emails, fax, and telephone calls, as necessary.

3.2 Project Setup

- 1) Project Setup:** HWA will initiate the project and set up billing information in support of invoicing throughout the project.

3.3 Geotechnical Engineering Analyses and Recommendations:

- 1) Evaluate Geotechnical Explorations Field:** Based on the test pits observations and sampling and the laboratory test results of selected samples, HWA will generate estimates of the soil strength and other properties needed to evaluate the effects the subsurface conditions will have on the proposed improvements.
- 2) Conduct Infiltration Screening Analyses and Provide Recommendation:** HWA will evaluate the near-surface soils to determine the potential for use of onsite infiltration as a method of stormwater management for the project. HWA will develop preliminary infiltration parameters using existing correlations with grain size analyses data. If this screening results in identifying areas with potential for onsite infiltration, these areas will be tested as part of optional services during future phases of the project. The infiltration evaluations as part of the optional services will include conducting two Pilot Infiltration Tests (PIT) at the location of the proposed improvements. HWA recommends that costs associated with Pilot Infiltration Testing under optional services be held as part of the management reserve within project budget. If the subsurface soils and groundwater are found to not be conducive to the use of onsite infiltration, no further infiltration testing would be recommended.

- 3) **HWA QA/QC:** HWA will have all design calculations and recommendations reviewed by a senior principal prior to distribution to the design team or the City.
- 4) **Prepare Draft Geotechnical Engineering Memorandum:** HWA will prepare a draft geotechnical engineering memorandum for the project. This memorandum will contain the results of the geotechnical engineering observations investigations, including description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; and laboratory test results. The report will estimated of soil load bearing and opinion of infiltration based on soil observations.
- 5) **Prepare the Final Geotechnical Engineering Memorandum:** HWA will finalize the geotechnical memorandum once we receive review comments from KPFF and the City.
- 6) **Project Coordination Meetings:** HWA will attend up to one (1) project coordination meetings. HWA's attendance will be used to convey the geotechnical considerations of the site to the City and the design team.

3.4 GEOTECHNICAL EXPLORATION PROGRAM:

1) **Collect and review available geotechnical data:** HWA will review readily available and relevant information along the project corridor. This review will include belle haven geotechnical report (2017), online geotechnical databases, geologic maps and HWA library.

2) **Coordinate Geotechnical Field Exploration Program:** HWA will coordinate the geotechnical exploration program with the City and the design team. HWA assumes the City will be responsible for the utility locates, traffic control plans and implementation, the excavator and surface restoration and clean-up.

3) **Conduct Geotechnical Explorations:** HWA will conduct one day of visual observations of soils and sampling will include a series of up to four excavated test pits in the vicinity of the projects intersection. Each test pit will be dug up to 11 foot depth, below ground surface along the project corridor to assess the subsurface soil and groundwater conditions in the vicinity of the intersection.

All of the above described test pits will be conducted within the existing right-of-way outside the travel lanes. Proposed test pit locations will be two at the intersection and one west and one south of the intersection.

4) **Generate Test Pit Logs and Assign Laboratory Testing:** HWA will prepare summary test pit logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing would include moisture content, hydrometers, and grain-size distribution.

ASSUMPTIONS

- City will provide excavator and traffic control and have utilities located to perform excavation of up to 4 pit tests. Excavation locations will be outside of the pavement. City assumes to conduct the surface restoration and clean-up.
- Pavement coring report, traffic counts, assumed growth rates, and other pavement design parameters will be provided by the City.
- City will provide the pavement section to KPFF.
- The geotechnical explorations proposed herein will NOT be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water (either sampled or spoils from drilling) are beyond this scope of services. City is responsible for the handling of any contaminated soils and/or ground water encountered.
- All required Street Use Permits will be provided by the City at no cost to HWA.
- All Geotechnical Explorations will be completed during daylight hours.

DELIVERABLES

1. 2. Draft and Final Geotechnical Engineering Memorandum

TASK NO. 4 - PILOT INFILTRATION TESTING (HWA) – OPTIONAL RESERVE

Optional Pilot Infiltration Testing would be completed if onsite infiltration is determined feasible based on initial grain size screening. If needed, this task would be completed under contract to KPFF as a management reserve item and will consist of the following subtasks.

4.1 Coordinate Field Explorations: HWA will plan and coordinate with the City and design team to complete a pilot infiltration test. HWA assumes the City will be responsible for the utility locates, traffic control plans and implementation, the excavator, water truck or fire hose, and surface restoration and clean-up.

4.2 Conduct PIT Field Explorations: HWA will conduct one small-scale pilot infiltration test (PIT) for determining stormwater infiltration, as described in the 2014 State of Washington Department of Ecology Amended Stormwater Management Manual of Western Washington. One location along the project alignment will be chosen based on the distribution of soils found in the initial borings and design considerations. The small-scale PIT consists of adding water to an excavation where the area of the bottom of the excavation ranges from 12 to 32 square feet. The PIT will be completed at the proposed elevation of the base of the proposed infiltration facility, not to exceed 4 feet below existing ground surface. Water within the PIT will be maintained at a depth of approximately 6 to 12 inches over a 7-hour period. The water is then turned off and the falling head rate is measured to approximate the in-situ infiltration rates. HWA will rent fire hoses or a water truck to convey water to the excavations from the nearest hydrants.

Water inflow rates will be monitored, adjusted, and recorded at intervals throughout the test period as appropriate.

4.3 Generate Logs and Assign Laboratory Testing: All of the soil samples retrieved from the pit will be sealed in plastic bags and taken to our Bothell, Washington, laboratory for further examination and testing. Selected soil samples will be tested to determine relevant engineering and index properties for our engineering analyses. Soil and laboratory test information will be presented in summary boring logs that will be generated upon completion of our exploration program.

4.4 Data Reduction and Engineering Analysis: HWA will evaluate the data obtained from the PIT to determine an appropriate design infiltration rate for the site. These evaluations will be completed in general accordance with the 2014 State of Washington Department of Ecology Amended Stormwater Management Manual of Western Washington.

4.5 Update Draft Geotechnical Memorandum: HWA will update the draft geotechnical memorandum to include the results of the the Pilot infiltration test.

ASSUMPTIONS

- City will provide excavator, water truck or fire hose, traffic control plans and implementation and will conduct utilities located prior to excavation of up to the pit tests. Excavation locations will be outside of the pavement. City assumes to conduct the surface restoration and clean-up.
- City will obtain hydrant permit is necessary to perform the PIT test.
- Access to the site and all required exploration permits will be provided to HWA by the City at no cost to HWA.
- The location of PIT will be chosen beyond the existing shoulders and sidewalks. Existing vegetation will be removed and/or damaged, and will not be restored under our scope of work. Upon completion of the PIT, a test pit will be dug through the bottom with the backhoe. The test pit and PIT excavation will then be backfilled to grade with the spoils and tamped in lifts. Future settlement should be expected. The backfill at ground surface will be smoothed and straw mulch spread on the surface for erosion control. No other plant or landscaping restoration is included.

DELIVERABLES

- Update of Geotechnical Memorandum to include results of the PIT

TASK NO. 5 - ENVIRONMENTAL

KPFF will conduct an environmental analysis and an assessment of the project permitting needs and provide as-needed assistance to the City in fulfilling project permit requirements.

5.1 SEPA Checklist

KPFF will prepare and submit a SEPA checklist and a project area natural resource maps to support the SEPA narrative through the City of Lake Stevens for processing and approval.

5.2 Summary Memo

KPFF will prepare a summary memo that will include:

- Briefing of the environmental process
- Photo log from the site visit with any issues identified
- Copy of the SEPA checklist
- Copy of the response from City of Lake Stevens on SEPA findings

ASSUMPTIONS

- City is responsible for the Historical and Archeology review.
- City will prepare the Inadvertent Human Remain Discovery Plan (IDP) and provide a copy to KPFF in Word format for incorporation into the Bid Document.
- City of Lake Stevens is the SEPA permitting agency.
- The project is Categorical Exempt under WAC 197-11-800(26).
- A Critical Areas Report is not necessary and verifies all the environmental issues can be addressed through the checklist and narrative in the above described "summary memo."

DELIVERABLES

- Copy of the SEPA Checklist
- Copy of any City of Lake Stevens response
- Copy of the Declaration of Non-significance (DNS)

TASK NO. 6 - COMPREHENSIVE DESIGN REPORT

KPFF will perform the following tasks through coordination with the City. This information will be assembled into the project's comprehensive design report.

6.1 Establish Design Criteria

KPFF will prepare and submit a design matrix to the City for review and approval.

6.2 Alternative Development

KPFF will prepare four (4) alternative concepts with a planning level review matrix and submit to the City for review and comments. KPFF will assist the City to select up to 2 alternative concepts, with possible revisions, for analysis.

6.3 Alternative Analysis

KPFF will perform up to two (2) alternative concept analysis that will include planning level costs, potential environmental issues, right-of-way (ROW) impact, and utility impacts. KPFF will assist the City in the selection of a single Preferred Alternative.

6.4 Preferred Alternative Assessments

KPFF will perform the following steps to assess the selected alternative through the following tasks:

1) Assessment of Required Permits

KPFF will identify potential permits and costs, such as grading, right-of-way, and stormwater associated with the selected alternative.

2) Preliminary Stormwater Assessment

KPFF will perform an analysis for the stormwater needs for water quality, stormwater detention, conveyance, and the potential for low impact development method for ground water infiltration and treatment.

3) Preliminary Right-of-way Assessment

KPFF will identify any potential right-of-way or easement impacts and analysis options to reduce or eliminate such needs within the layout.

4) Preliminary Engineer's Probable Cost

KPFF will prepare a planning level probable cost estimate.

6.5 Preferred Alternative Recommendation

KPFF will provide a recommendation that includes a matrix of the review process and summary of the other alternatives concepts considered.

6.6 Preliminary CPM Schedule

A Critical Path Method schedule will be created using Microsoft's Project Manager Software. This will show the project timeline from the approval of the Preferred Alternative through bid award.

6.7 Design Report

KPFF will assemble the information from the preceding Task 5 actions, create a summary memo, and submit to the City a single Design Report document.

ASSUMPTIONS

- Preliminary Engineer's probable cost will be based on WSDOT Bid Item Analysis information for key identifiable items and will use a contingency to cover unknowns.
- Four alternative concepts will be developed by KPFF.
- KPFF will meet with the City to review, select, and modify up to two of the four alternative concepts for planning level analysis.

DELIVERABLES

- Four alternative concepts will be prepared and presented to the City
- Design Criteria Table
- Alternative concept evaluation matrix
- CPM Schedule
- Comprehensive Design Report

TASK NO. 7 - LANDSCAPING (HBB)

7.1 Project Management

1) Preparation of Invoices and Progress Reports

A monthly invoice and progress report will be prepared and submitted to KPFF. The progress report will describe the work represented by the invoice.

7.2 Team Management & QA/QC

- See submittal tasks 6.6, 6.7, and 6.8 for QA/QC reviews.

7.3 Meetings with Project Stakeholders

- We do not anticipate time for this task.

7.4 Team Meetings

- Attend two (2) in-person coordination meetings with the City.
- Attend four (4) coordination meetings with the design team.

7.5 Prepare Alternative Concepts and Preferred Concept

- Attend one (1) site visit with City staff and design team to review existing site conditions.
- Prepare two (2) landscape and urban design alternative concepts.
- Based on comments received on the design alternative concepts, prepare a preferred concept.
- Conduct two (2) quality control reviews: one for the alternative concepts, and one for the preferred concept by a senior licensed landscape architect.

DELIVERABLES:

7.6 30% Submittal

- Coordinate and respond to City comments on the preferred landscape and urban design concepts.
- Provide urban design input on paving pattern designs for the roundabout and splitter islands.
- 30% plans will only identify the areas to receive planting and irrigation.
- 30% cost estimate (planting and irrigation) based on square-foot unit prices.
- Outline technical specifications WSDOT format.
- Conduct one (1) quality control review by a senior licensed landscape architect.

7.7 90% Submittal

- Coordinate and respond to City and team comments on the 30% submittal.
- Provide design input on paving pattern designs for the roundabout and splitter islands.
- 90% Planting Plans, Schedule, and Details.
- 90% Irrigation Plans, Schedule, and Details.
- 90% cost estimate (planting and irrigation) based on WSDOT bid units.
- Technical specifications WSDOT format.
- Conduct one (1) quality control review by a senior licensed landscape architect.

7.8 100% Bid Submittal

- Coordinate and respond to City comments on the 90% submittal.
- 100% Planting Plans, Schedule, and Details (five sheets estimated).
- 100% Irrigation Plans, Schedule, and Details (five sheets estimated).
- 100% cost estimate (planting and irrigation) based on WSDOT bid units.
- 100% technical specifications WSDOT format.
- Conduct one (1) quality control review by a senior licensed landscape architect.

ASSUMPTIONS

- The City will conduct the Public Outreach.
- All structural engineering by KPFF. HBB will provide design recommendations and input on the paving pattern design for the roundabout and splitter islands.
- KPFF will lead utility coordination.
- City will provide the pavement section to KPFF.

- City utilities adjustments will be included within the design plans.
- Site furnishings are not included.
- All street lighting design by KPFF.
- Arborist services are not included.
- KPFF will be responsible for providing a sight line exhibit for planting heights.
- KPFF will provide design services for water service connection to irrigation meter and electrical connection to irrigation controller. This irrigation system will be turned over to the Bele Haven HOA upon completion of the project by the City.
- Bidding support and construction observation services are not included.

DELIVERABLES

- Two (2) alternative landscape corridor concepts (three sheets per concept estimated).
- Two (2) roundabout and splitter island enlargement concepts with product photo examples (one sheet per concept estimated).
- One (1) preferred landscape corridor concept (three sheets estimated).
- One (1) preferred roundabout and splitter island enlargement concept with product photo examples (one sheet estimated).
- 30% planting and irrigation plans (five sheets estimated).
- Plant list with plant cut sheets.
- 30% urban design recommendations for the roundabout and splitter islands (one sheet estimated).
- 30% cost estimate (planting and irrigation) based on WSDOT bid units.
- Draft outline technical specifications WSDOT format.
- 90% Planting Plans, Schedule, and Details (five sheets estimated).
- 90% Irrigation Plans, Schedule and Details (five sheets estimated).
- 90% cost estimate (planting and irrigation) based on WSDOT bid units.
- Technical specifications WSDOT format.
- 100% Planting Plans, Schedule and Details (five sheets estimated).
- 100% Irrigation Plans, Schedule and Details (five sheets estimated).
- 100% cost estimate (planting and irrigation) based on WSDOT bid units.
- 100% technical specifications WSDOT format.

TASK NO. 8 - PLANS, SPECIFICATION, AND ESTIMATE

KPFF will prepare Civil Engineering design documents and cost estimates for the project at 30%, 90%, and Final design level.

8.1 Roadway Design 30%

1) Alignment

Provide vertical profile of roadway centerlines and horizontal profile of curb and gutters, roundabout island, sidewalks, and drainage.

2) Grading

Preliminary Cut/Fill lines based on 4:1 for fill and 2:1 for cuts.

3) Channelization

Layout of centerlines, splitters, shoulder, and crosswalks.

4) Paving

Definition of pavement limits and pavement section.

5) Stormwater

Analysis of existing and new impervious surface, collection and conveyance system layout, detention system calculation and layout, water quality options review, and recommendations.

6) Utility Coordination

Identify impacted utilities and provide support to the City for coordination with the utility providers. KPFF will provide support to the City up to six hours total.

7) Cost Estimate

Engineering cost estimate will be prepared based on per unit bid items and will include a 20% contingency.

8) Submittal and Response

30% design plan set and cost estimate will be provided to the City for comments and KPFF will provide a written response to the comments.

8.2 Roadway Design 90%

1) Alignment

Refine design and detail design layout to include curb flow lines, match points, and cross sections.

2) Grading

Final cut/fill lines based on 4:1 for fill and 2:1 for cuts.

3) Site Demolition

Identification of clearing limits and detail of demolition items.

4) Channelization

Stationing and call outs for layout of centerlines, splitters, shoulder, and crosswalks, and detail sign plan.

5) Paving

Detail pavement limits and HMA sections.

6) Stormwater

Refine and detail stormwater collection and conveyance system layout, detention system facility and control, detail water quality treatment system, and detail outfall design.

7) Utility Coordination

Provide support to City for coordination with utilities.

8) Construction Phasing Plans with Traffic Control Plan

Prepare a construction phasing plan with traffic control to allow for traffic flow throughout construction.

9) Erosion Control Plans

Prepare an erosion control plan to allow silt control during construction.

10) Cost Estimate

Engineering cost estimate will be prepared based on per unit bid items and will include a 10% contingency.

11) Draft Specification Set

Prepare a draft specification set including the incorporation of the City's contract document pages (boiler plates).

12) Submittal and Response

90% design plan set, draft specification document, and cost estimate (PS&E) will be provided to the City for comments, and KPFF will provide a written response to the comments.

8.3 Final PS&E Package

1) Roadway Design 100%

Prepare design for final review by the City, perform revisions, and provide a response to comments.

2) Prepare Final Cost Estimate

Update cost estimate to reflect City-reviewed 100% roadway design plan set.

3) Final Specification Set

Prepare final specifications.

4) Assemble and Submit Bid Ready Document Package

Submit to the City a bid ready copy of the Plans Set, Specifications, and Cost Estimate.

ASSUMPTIONS

- Design will be performed in AUTOCAD 2017 copy.
- Sheet Count for the project:

Description	Sheet Count
Cover Sheet (Index, Vicinity Map, Abbreviations)	1
General Notes	1
Site Preparation/Demo	2
Erosion Control	1
Erosion Control Details	1
Erosion Control Notes	1
Roadway Typical Sections	1
Roadway Plan	2
Roadway Details	1
Intersection Lighting Plan	1
Street Lighting Plan	2
Paving and Grading Plans	2
Paving Details	1
Intersection	1
Intersection Details	2
ADA Ramp details	1
Drainage Plan	2
Drainage Profiles	2
Drainage Details	2
Stormwater Pollution Prevention Plan	1
Striping and Signage Plan	2
Striping and Signage Details	1
Landscaping Plans	4
Landscaping Details	1
Irrigation Plans	5
Project Phasing/Traffic Control	3
Traffic Control Details	1
TOTAL SHEETS	45

- Project will be designed in accordance with WSDOT, City of Marysville and City of Lake Stevens' standards.
- City of Marysville will provide the specification contract documents (boiler plate) in Word format.

- Specifications will be in accordance with the 2018 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction.
- Stormwater standards will be in accordance with the 2012 Department of Ecology Stormwater Manual.
- Stormwater permitting will be covered under the City of Lake Stevens current NPDES permit.
- Based on the Preferred Alternative, the design will be provided to the City for review and comments at a 30%, 90%, and final level.
- Plans will be provided in half scale on 11x17 sheets.

DELIVERABLES

- 30% plan set (11x17) in PDF format
- 30% cost estimate in PDF format
- 90% plan set (11x17) in PDF format
- 90% cost estimate in PDF format
- Stormwater design memo in PDF and Microsoft Word format
- 100% plan set in full and ½ scale in PDF format
- Bid Ready Package – Final Plans, Specification, Final Estimate in PDF format
- Final design documents will be provided in their native format (AutoCAD, MS Word, MS Excel) on a thumb drive

TASK NO. 9 - BID SUPPORT

KPFF will provide support services to the City that include a response to questions, preparation for Request for Information (RFI), preparation of Addendums, bid reviews, reference checks, and preparation of a recommendation.

TASK NO. 10 - CONSTRUCTION SUPPORT

KPFF will provide support services to the City during construction on an as-needed basis. This will be performed on a work order process, so no fees for this service will be included in the initial fee schedule that includes Task 1 through Task 9.

83RD/SOPER HILL ROAD ROUNDABOUT
FEE ESTIMATE

Revision: 2/15/2018

KPF and Subconsultants		KPFF	HWA	HBB	Total
TASK		Prime	Environmental	Landscaping	
1	Project Management				\$ 12,551
1.1	Preparation of Invoices and Progress Report	\$ 2,933	\$ -	\$ -	\$ 2,933
1.2	Team Management & QA/QC	\$ 2,073	\$ -	\$ -	\$ 2,073
1.3	Meeting with Project Stakeholders	\$ 4,876	\$ -	\$ -	\$ 4,876
1.4	Team Meetings	\$ 2,669	\$ -	\$ -	\$ 2,669
2	Survey				\$ 19,444
2.1	Survey Research and Preparation	\$ 1,406	\$ -	\$ -	\$ 1,406
2.2	Right of Way and Parcel Establishment	\$ 1,305	\$ -	\$ -	\$ 1,305
2.3	Field Survey Control	\$ 1,305	\$ -	\$ -	\$ 1,305
2.4	Cross-section Survey	\$ 7,781	\$ -	\$ -	\$ 7,782
2.5	Basemap Compilation/Preparation	\$ 4,686	\$ -	\$ -	\$ 4,686
2.6	Submittal/Review Process	\$ 863	\$ -	\$ -	\$ 863
2.7	Professional Land Survey Certification	\$ 2,096	\$ -	\$ -	\$ 2,097
3	Geotechnical				\$ 18,624
3.1	Task Management	\$ -	\$ 2,780	\$ -	\$ 2,780
3.2	Project Setup	\$ -	\$ 452	\$ -	\$ 452
3.3	Geotechnical Engineering Analysis and Recommendations	\$ -	\$ 2,953	\$ -	\$ 2,953
3.4	Geotechnical Exploration Program	\$ -	\$ 12,439	\$ -	\$ 12,439
4	Pilot Infiltration Testing (Management Reserve)				\$ 3,226
4.1	Coordination Field Explorations	\$ -	\$ 365	\$ -	\$ 365
4.2	Conduct PIT Field Explorations	\$ -	\$ 905	\$ -	\$ 905
4.3	Generate Logs and Assign Laboratory Testing	\$ -	\$ 434	\$ -	\$ 434
4.4	Data Reduction and Engineering Analysis	\$ -	\$ 623	\$ -	\$ 623
4.5	Update Draft Geotechnical Report	\$ -	\$ 900	\$ -	\$ 900
5	Environmental				\$ 3,735
5.1	SEPA Checklist	\$ 2,105	\$ -	\$ -	\$ 2,105
5.2	Summary Memo	\$ 1,630	\$ -	\$ -	\$ 1,630
6	Comprehensive Design Report				\$ 15,781
6.1	Establish Design Criteria	\$ 1,015	\$ -	\$ -	\$ 1,015
6.2	Alternative Development	\$ 4,157	\$ -	\$ -	\$ 4,157
6.3	Alternative Analysis	\$ 2,463	\$ -	\$ -	\$ 2,463
6.4	Preferred Alternative Assessments	\$ 1,711	\$ -	\$ -	\$ 1,711
6.5	Preferred Alternative Recommendation	\$ 2,107	\$ -	\$ -	\$ 2,107
6.6	Preliminary CPM Schedule	\$ 1,335	\$ -	\$ -	\$ 1,335
6.7	Design Report	\$ 2,994	\$ -	\$ -	\$ 2,994
7	Landscaping				\$ 18,443
7.1	Project Management	\$ -	\$ -	\$ 1,832	\$ 1,832
7.2	Team Management & QA/QC	\$ -	\$ -	\$ 4,404	\$ 4,404
7.3	Meetings with Project Stakeholders	\$ -	\$ -	\$ 1,947	\$ 1,947
7.4	Team Meetings	\$ -	\$ -	\$ 1,180	\$ 1,180
7.5	Prepare Alternative Concepts and preferred Concept	\$ -	\$ -	\$ 9,079	\$ 9,079
8	Plans, Specification, and Estimate				\$ 76,707
8.1	Roadway Design 30%	\$ 26,917	\$ -	\$ 5,509	\$ 32,427
8.2	Roadway Design 90%	\$ 23,023	\$ -	\$ 8,253	\$ 31,277
8.3	Final PS&E Package	\$ 10,356	\$ -	\$ 2,647	\$ 13,004
9	Bid Support				\$ 3,564
9.1	Bid Support	\$ 2,968	\$ -	\$ 595	\$ 3,564
TOTAL LABOR + OH + FEE		\$ 114,774	\$ 21,851	\$ 35,448	\$ 172,075
EXPENSES					
	Travel	\$ 491	\$ 500	\$ 350	\$ 1,341
	Traffic Count Estimate	\$ -	\$ -	\$ -	\$ -
	Printing & Postage	\$ 200	\$ -	\$ -	\$ 200
	Miscellaneous	\$ -	\$ 2,560	\$ -	\$ 2,560
TOTAL EXPENSES		\$ 691	\$ 3,060	\$ 350	\$ 4,101
TOTAL LABOR + OH + FEE + EXPENSES		\$ 115,465	\$ 24,911	\$ 35,798	\$ 176,174



Project Checklist Professional Services Agreement (\$75,000 or above)

DO NOT REUSE THIS CHECKLIST. This checklist was generated based upon the answers you provided in the Contract Tool. Please utilize the Contract Tool for each new project.

INSTRUCTIONS: Complete Sections A – D and forward to the Clerk’s Office. Project Managers should retain a copy of the completed checklist for the project file. The Clerk will maintain the original checklist and supporting documents.

Date: February 15, 2018

Project: 83rd Ave NE and Soper Hill Rd Intersection Improvement Project

A. Type of Procurement

- Purchased/Personal Services
- A/E Professional Services (must procure under Chapter 39.80 RCW)

Department Procuring

- Non-Public Works:** See [Contracting for Services](#)
- Public Works Department:** Use [Consultant Selection for Professional Services](#)

Describe selection process below. Attach any supporting documentation. Attach additional pages if necessary.

B. Verification Process for Selected Consultant

Consultant Name, Address and Contact Info:

KPFF Consulting Engineers
1601 5th Avenue, Suite 1600
Seattle, WA 98101

City of Marysville Business License ([Help me Locate a License](#) or [See Exemptions](#))

- Locate license [here](#), print out webpage and attach.
- OR**
- Consultant is exempt from having a license per MMC 5.02.030 (7) (insert applicable exemption subsection)

Registration Number / Industrial Insurance Coverage ([Click for More Information](#))

- Verify consultant [here](#), print out webpage and attach.
- # _____
- Status listed as active.
- "Effective Date" on or before bid submittal deadline.
- Check "Expiration Date" has not passed.
- Workers' Comp: Check for: "Account is current."
- OR**
- Not applicable to selected consultant.

Consultant Unified Business Identifier ([Click for More Information](#))

- Verify consultant [here](#), print out webpage and attach.
- UBI/Tax Registration # 578 063 612
- Check "Account Closed:" = OPEN

Consultant Employment Security Department Number

- # _____ (Provided by Bidder)
- OR**
- Not applicable to selected consultant.

D. Materials to Submit to City Clerk's Office

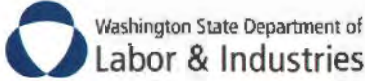
- This Project Checklist.
- Two contracts signed by consultant with blue ink.¹
 - Contract is from the Contract Tool **OR** any modified language has been reviewed and accepted by the Legal Department.
 - Individual(s) executing the contract has authority to do so on behalf of the consultant. (Who can sign the contract for the consultant?)
- Completed Contract Routing Sheet.
- Insurance Certificate and Endorsements.² Any changes of standard insurance requirements must be approved by the Legal Department.
- Agenda Bill.
- Printed webpages from Section B – Consultant Verification.

Project Manager:

  / 
Signature Date

¹ Contracts may only be routed to the Mayor by the City Clerk's Office for tracking purposes. Do not route your contract directly to the Mayor.

² If any insurance policies are set to expire prior to the termination of the contract, you must obtain and submit current insurance certificates to the Clerk's Office upon expiration.



K P F F INC

Owner or tradesperson
INC KPFF
Doing business as
KPFF

**1601 5TH AVE #1600
SEATTLE, WA 98101**

WA UBI No.
578 063 612

Workers' comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
305,932-00

Account is current.

Doing business as
KPFF

Estimated workers reported
Quarter 4 of Year 2017 "Greater than 100 Workers"

L&I account contact
T4 / CASSANDRA SMITH (360)902-5632 - Email: SMCA235@lni.wa.gov

Public Works Strikes and Debarments

Verify the contractor is eligible to perform work on public works projects.

Contractor Strikes
No strikes have been issued against this contractor.

Contractors not allowed to bid
No debarments have been issued against this contractor.

Workplace safety and health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date
09/06/2012

Violations

Inspection no.
316258318

Location
**3015 112th Avenue NE,
Bellevue, WA 98004**

BUSINESS INFORMATION

Business Name:

KPFF, INC.

UBI Number:

578 063 612

Business Type:

WA PROFIT CORPORATION

Business Status:

ACTIVE

Principal Office Street Address:

Principal Office Mailing Address:

Expiration Date:

07/31/2018

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/ Registration Date:

07/26/1963

Period of Duration:

Perpetual

Inactive Date:

Nature of Business:

REGISTERED AGENT INFORMATION

Registered Agent Name:

DAVID M SEMAN

Street Address:

1601 5TH AVE STE 1600, SEATTLE, WA, 98101-0000, UNITED STATES

Mailing Address:

1601 5TH AVE STE 1600, SEATTLE, WA, 98101-0000, UNITED STATES

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		STEVE	DILL
GOVERNOR	INDIVIDUAL		JOHN	GAVAN
GOVERNOR	INDIVIDUAL		JEFFERSON	ASHER
GOVERNOR	INDIVIDUAL		RICK	DAVIS