CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 10, 2018

AGENDA ITEM:	
Professional Services Agreement with J.A.	Brennan Associates, PLLC for Design of the
Olympic View Park	-
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton	
DEPARTMENT:	
Public Works / Engineering	
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE:	AMOUNT:
31000076.563000, P1801	\$240,924.70
STINAN ADV.	

SUMMARY:

The City advertised a Request for Proposals August 25th, 2018, requesting that firms submit written proposals stating their qualifications to provide consultant services related to this project. The City received proposals from four (4) firms and selected J.A. Brennan Associates, PLLC as the most qualified firm for the project.

The attached Professional Services Agreement (PSA) will provide the City with a site analysis, conceptual design, environmental permitting support, finalized plans and specifications and bid support services. It is in the staff's opinion that the negotiated fee of \$240,924.70 is fair and consistent with industry standard.

The scope of services included with the PSA demonstrates a clear and concise approach to complete the design of this project. Staff is confident that the City will be well served by J.A. Brennan Associates, PLLC as it relates to this project.

The design of this project is funded by Washington State Recreation and Conservation Office (RCO) funds.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement for the Olympic View Park project with J.A. Brennan Associates, PLLC in the amount of \$240,924.70.

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MARYSVILLE AND J.A. BRENNAN ASSOCIATES, PLLC

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 J.A. Brennan Associated, PLLC, a professional limited liability corporation, organized under the laws of the state of Washington, located and doing business at 2701 First Avenue, Suite 510, Seattle, WA 98121 ("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 December 12^{th} , 2018 and shall terminate at midnight on December 31^{st} , 2020. 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 Two Hundred Forty Thousand Nine Hundred Twenty Four U.S. Dollars and Seventy Cents (**\$240,924.70**) 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,

PROFESSIONAL SERVICES AGREEMENT – Page 1 of 12 Form Rev. 10/2017 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
 - 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

PROFESSIONAL SERVICES AGREEMENT – Page 3 of 12 Form Rev. 10/2017 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:

- <u>Automobile Liability</u> 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) <u>Commercial General Liability</u> 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) <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) <u>Professional Liability</u> insurance appropriate to the Consultant's profession.

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

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

 $\underline{\mathcal{N}}_{\mathcal{N}}$ 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.

PROFESSIONAL SERVICES AGREEMENT – Page 7 of 12 Form Rev. 10/2017 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

PROFESSIONAL SERVICES AGREEMENT – Page 8 of 12 Form Rev. 10/2017 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 Ave Marysville, WA 98270

PROFESSIONAL SERVICES AGREEMENT – Page 9 of 12 Form Rev. 10/2017 Notices to the Consultant shall be sent to the following address:

J.A. BRANNAN ASSOCIATES, PLLC Tanja Wilcox 2701 First Ave., Suite 510 Seattle, WA 98121

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.

By

J.A. BRENNAMASSOCIATES, PLLC

Mike Monor

Jim Brennan Its: Principal

DATED this _____ day of _____, 20____.

CITY OF MARYSVILLE

By

Jon Nehring, Mayor

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

PROFESSIONAL SERVICES AGREEMENT – Page 11 of 12 Form Rev. 10/2017

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November 26, 2018

Landscape Architects & Planners 2701 First Avenue, Suite 510 | Seattle, WA 98121 t. 206.583.0620 | www.jabrennan.com

Scope of Work Olympic View Park Design

Prepared for: Adam Benton, Project Engineer, City of Marysville

PROJECT OVERVIEW

Olympic View Park is a new community park on a 7.48-acre City-owned property adjacent to Ebey Waterfront Trail and the Qwuloolt Estuary. The park will provide new shoreline access and expand community connection to the existing trail system. The preliminary concept design proposes to develop approximately three acres for parking, a restroom, small picnic shelter, play area, landscaping, interpretive signage and ADA access to the Ebey Waterfront Trail and Qwuloolt Estuary. Past work by the City of Marysville (City) includes a conceptual layout diagram and a topographic survey of three acres of the site.

J.A. Brennan Associates (JAB) will manage the project and provide landscape architecture services. The JAB consultant team includes Herrera Environmental Consultants (Herrera) for civil engineering and environmental permitting, Stantec for electrical engineering, Aspect Consulting (Aspect) for geotechnical engineering and structural engineering, and Andes Land Surveying (Andes) for land surveying.

The team will build on the information provided by the City to design park elements, provide steep slope protection and erosion control measures, incorporate retaining walls, and integrate educational opportunities through site interpretation. The project is anticipated to require a short street extension (approx. 107 LF) and a hammerhead turnaround within the right-of-way, limited parking on the site, vehicular access to the edge of the Qwuloolt Trail with a load/unload space, ADA parking and a hammerhead turnaround, stormwater management, utility extensions, trails and sidewalks, a (pre-fabricated/customized Romtec) double unisex restroom with a mechanical room and a small pre-fabricated (Poligon) picnic shelter. Public safety and permit requirements will also be addressed in the design.

Construction of the project is scheduled for summer 2019, assuming no in-water work.

TASKS

TASK 1 – ADMINISTRATION/COORDINATION

The J.A. Brennan project manager will work closely with the City's project manager to manage the project planning and design process, schedule and budget. Administration tasks include meeting coordination, scheduling, contract administration and sub-consultant administration costs and expenses.

Deliverables

- Bi-monthly (30 minute) call check in
- Monthly invoices and progress reports
- Team/Client kick off meeting

Assumptions

- Duration of this task is 6 months
- Full consultant team will attend team/client kick off meeting (in Marysville)
- The full consultant team will be present on up to 3 calls; Herrera will be present on up to 5 calls total

TASK 2 – SITE INVENTORY & ANALYSIS

During our inventory and analysis process, we will review existing documentation, identify adjacent land uses and potential land use impacts, sensitive areas, regulatory requirements, access, pedestrian and vehicle circulation, utilities availability, topography and drainage, vegetation, soils and views. This task will include limited environmental documentation, code review and site inventory as described below.

2.1 Landscape Site Analysis

Work will include visiting the site (3 acre upland site and up to 300' onto adjacent properties to the east and south) to assess existing site conditions and meeting with Client.

Existing site data and City Codes will be reviewed for landscape requirements, and an existing conditions base plan will be prepared using an AutoCAD survey.

We will identify issues and opportunities and develop a summary graphic. Opportunities for recreation will be identified. This simple graphic is intended to help facilitate the discussion in the initial meetings. Throughout the project we will continue to communicate and coordinate with the City and necessary local permitting authorities to understand regulatory issues and constraints.

This task also includes reviewing the grant contract requirements of the Recreation and

Conservation Funding Board.

Assumptions (Task 2.1)

• The City will determine the number of required parking stalls

Deliverables (Task 2.1)

- Issues and opportunities map
- Site Analysis Technical memo (up to 8 pages)
- 1 team site visit

2.2 Geotechnical Investigation

Geotechnical engineering support will be provided during the initial site inventory phase, sensitive area evaluations, alternative analysis, schematic design, and then through the milestones of final design (30%, 60% and 90%).

During the initial site inventory phase, Aspect will research available geotechnical data near the proposed project, including data in our files, public sources, and information provided by the City. We will complete a surface reconnaissance to observe the geologic conditions and to complete shallow explorations with hand tools to further characterize the subsurface conditions at the site. If deemed necessary by the scale of the proposed improvements, machine borings and/or test pits would be completed to further characterize the subsurface conditions in support of the final design.

We propose to perform the following tasks to support sensitive areas evaluation and design of the stormwater collection and dispersement; earthwork; retaining walls; pavement; and structures.

- Compile and review readily available geologic and geotechnical information, and other relevant data for the project vicinity.
- Explore shallow subsurface soil and groundwater conditions by excavating up to six test pits over the course of one day in the general areas where the stormwater treatment systems, structures, and hardscape elements are planned, to a minimum depth of 5 ft, using a backhoe. Collect representative soil samples from the test pits and transport the samples to our laboratory for further visual examination, characterization and testing. Test pit excavations will be done after completion of the final schematic plan.
- Provide a short geologic hazard assessment to support sensitive areas evaluations, including considerations for managing erosion and steep slopes.
- Provide recommendations for earthwork and grading. Subgrade recommendations for pavements, slabs and hardscapes will be provided.
- Provide recommendations for shallow foundations for lightly loaded structures, along with geotechnical recommendations for the design of low retaining walls.
- Provide calculations and typical retaining wall cross-sections for low, block retaining walls. The retaining wall design will be documented on the plans by JA Brennan. Aspect will stamp the typical retaining wall design.
- Provide pavement design recommendations for vehicle roadways, parking areas and trails.
- Geotechnical recommendations will be documented in a stamped Geotechnical

Olympic View Park Project Scope J.A. Brennan Associates PLLC

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Engineering Investigation Report for the project at 30% design

- Provide geotechnical consultation during the Alternative Analysis and Schematic Design stages.
- Review design plans at 30, 60 and 90 percent milestone to ensure that Aspect's geotechnical recommendations were properly interpreted and implemented.

Assumptions (Task 2.2)

- The City will provide access to the Site for a geologic reconnaissance and field investigation.
- The City will provide a geotechnical report from the adjacent project site (Glein Plat).
- No permits or traffic control will be required for the field investigations.
- Test pits will be performed by City Operations staff.
- Test pits will be backfilled, and the area will be restored, by City Operations Staff.
- If additional test pits or machine-drilled borings are deemed to be required to support final design, they will be provided as an additional service outside of this scope.
- Deliverables will undergo one round of review with comments compiled from all relevant stakeholders. Discrepancies between stakeholder reviews will be reconciled by the City.
- Deliverables will be provided in PDF format.
- Aspect will attend up to four team meetings (kickoff, alternative analysis and two team meetings during schematic and final design) lasting one hour each.

Deliverables (Task 2.2)

- Geologic hazard assessment (draft and final)
- Typical Block Wall Design Cross-Sections for inclusion in the design drawings.
- Geotechnical Engineering report (draft and final) (final at 30% design)

2.3 Civil Engineering Stormwater and Roadway/Parking Analysis

Herrera will visit the site, review data about the site and adjacent parcels provided by the City and collected from public sources for applicable regulations and design standards, utilities, roadway, and drainage. Herrera will discuss the project with representatives from the City Public Works and Planning Departments to understand how the City's regulations apply to this project. This will include the design of the short street extension, vehicle circulation on site, emergency vehicle access and turn around requirements, and the design of on-site parking. Herrera will then review the site survey, geotechnical engineering investigation findings, and park site development goals and identify any missing information needed for design. This work will be documented in a brief technical memorandum.

2.4 Electrical Engineering Analysis

Stantec will perform data review, a site visit and site reconnaissance to confirm power

availability. Findings will be documented in a brief technical memorandum.

2.5 Sensitive Area and Regulatory Analysis

The study area includes the park and areas within 300 feet of the park boundaries on the Glein, Torgeson and Hendrickson properties. Herrera will visit the site and perform a wetland and stream delineation within the study area and take notes and photographs for purposes of thorough characterization of environmentally sensitive areas potentially affected by proposed project improvements. If Herrera scientists identify wetlands within the study area, the wetlands will be delineated.

Wetland and Stream Delineation:

If wetlands are identified within the study area, Herrera will delineate all wetlands within the study area. The following will be included:

- Identify and delineate wetlands using routine delineation methods described in the 1987 Wetlands Delineation Manual and the May 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region, both from the Army Corps of Engineers. Herrera will mark the boundaries of the wetland in the field in addition to test pit locations.
- Herrera will rate the delineated wetland(s) using the 2014 Washington State Wetlands Rating System, Publication 14-06-030 (Hruby 2014).
- Herrera will provide the City with field data sheets, photographs, a completed wetland delineation report and associated figures for each wetland delineated in the study area according to requirements of the Marysville Municipal Code (MMC 22E.010.330). The report will also include a review of the applicable Local, State, and Federal permitting requirements and outline how they apply to this project.

If no wetlands are identified within the study area (wetland reconnaissance level study), Herrera will document existing conditions in a technical memorandum. The technical memorandum will include:

- Applicable field methodologies.
- A description of existing conditions within the study area.
- Wetland determination data forms when necessary to show lack of wetland conditions.
- Photographs of site conditions.

Herrera will identify and delineate the Ordinary High Water Mark (OHWM) of the stream located south of the park on the Glein property. OHWM delineation shall be completed based on the following:

- Delineation of the OHWM shall be conducted according to Washington State Department of Ecology Publication No. 16-06-029: Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State (October 2016).
- OHWM flags will be spaced at appropriate intervals to characterize all significant changes in alignment.

• The locations of the OHWM flags will be included in subsequent field survey data collection by the City.

Assumptions (Task 2.5)

- Only the encumbering boundary (north side) of the stream located south of the park on the Glein property will be delineated.
- The OHWM of the estuary will not be delineated.
- Previously delineated wetlands and streams: The City will provide a survey of the OHWM of the stream south of park.
- The City will acquire permission and access to the Glein, Torgeson and Hendrickson properties.
- The City will survey the location of wetland delineation flags, test pits, and OHWM flags under Task 2.6.
- The City will provide comments on the draft wetland and stream delineation report (or a shorter memo, if no wetlands are found) within two weeks of receiving the document for review. The City will consolidate comments on the draft from all reviewers.
- Herrera will respond to one round of comments from the Client.

Deliverables (Task 2.5)

- A draft wetland and stream delineation report in .doc and .pdf electronic file formats summarizing findings and categorization of wetlands, and including wetland rating forms and figures
- A final version of the report incorporating content addressing City comments.

2.6 Surveying

Andes Land Surveying will prepare a survey basemap for the project to support the proposed design. Survey shall incorporate the following existing survey data provided by the City: paving, 1-foot contours, 13' contour, OHWM, trees 6" dia. and larger including size identification, existing culvert size and location, and above and below-grade utilities. New survey information shall include: property boundary, and deeds and easements. New survey information will also include: wetland delineation flag locations and test pit locations (by City). The survey will be delivered as a stamped PDF, AutoCAD drawing, ASCII point file, and electronic surface file. Andes will attend kick-off meeting only.

TASK 3 – ALTERNATIVE CONCEPT DESIGN

The Conceptual Site Plan dated 02/22/2016 in combination with "ROW Needs" concept dated 11/15/18 (provided by the City) as modified by JA Brennan on 11/20/2018 will be the starting point for developing the design alternatives. Developing alternatives ensures that all the options for park development are considered. After establishing schematic design criteria with the City, our team will develop two schematic design alternatives based on the site analysis and the approved design program.

Alternatives will be diagrammatic. This approach allows stakeholders and decision makers to focus on relevant park use and programming decisions, as opposed to becoming mired in details at this early stage. The concept diagrams will address access and circulation, parking, park architecture and amenities, visual character, storm water management, shoreline and buffer restoration options and potential environmental tradeoffs. The design options will be coordinated with all known aspects of the project including geotechnical, structural, environmental, functional, maintenance, regulatory, and grant funding requirements. Only one concept will be developed for the roadway, based on the City's engineering design standards for 59th Drive NE extension, which will include curb, gutter and sidewalks on either side.

Together with the City staff, the alternatives will be considered, pulled apart and reassembled to identify the preferred alternative design.

Deliverables

- 2 Alternative concept plans
- 1 Section for each alternative
- Brief written description of each alternative
- 1 Team conference call (Go-To-meeting) (JAB, Herrera)
- 1 Client meeting (Marysville) (JAB & Herrera)

TASK 4 – SCHEMATIC DESIGN

The schematic design task combines creativity, client interaction, and proactive cost controlling to achieve a beautiful and functional design that provides an exceptional regional park, community amenity and trail experience.

At the City staff meeting to review the alternative concepts (Task 3), we will receive City direction and define the preferred alternative design. The preferred alternative plan will be refined, adding site specific detail and defining the park character as a draft schematic plan that best adheres to the park vision, addresses the project requirements and is financially feasible.

The draft schematic plan and memorandum will include: trail alignments, viewpoint(s) with interpretive signs, vehicular access to the edge of the Qwuloolt Trail with a load/unload space, ADA spaces and turnaround, park access and parking, park restroom and picnic shelter, play area, site plantings, and all park project elements consistent with the approved design program. The schematic design will include planning-level assumptions for grades and features of the full build-out of 59th Drive NE extension for future design and construction coordination.

We will conduct a pre-application meeting with the City Community Development Department (CDD), fire department and police department to present the draft schematic plan and receive input. (City will provide the pre-application meeting packet.) Following the pre-app meeting, we will meet with the City staff to receive the City's direction for

finalizing the schematic plan. The draft and final schematic plan will be based on the project objectives, assumptions and expectations as determined through discussion with the City. The park design program will be as developed in the earlier tasks. The final schematic design will then be presented to the public as per Task 5.

A preliminary square-footage level cost estimate will be provided for the final schematic plan (not including the future 59th Drive NE road extension). The final schematic level cost estimate will provide the level of detail appropriate for decision-making and will be based on extensive past project experience, backed up by current cost research. Herrera will attend the meetings in this task by phone.

Deliverables

- Draft Schematic Plan
- Pre-Application Meeting (in Marysville) (JAB & Herrera civil & permitting)
- Final Schematic Plan (color rendered)
- Sections, up to 4, draft and final
- Cost Estimate (for Final Schematic Plan)
- Technical Memo (up to 2 pages)
- 1 Team meeting (in Seattle) (JAB, Herrera, & Aspect)
- 1 Team conference call (Go-to-meeting) (JAB, Herrera, Aspect & Stantec)
- 1 Client meeting (in Marysville) (JAB and Herrera)

TASK 5 – PUBLIC INVOLVEMENT

JAB will provide coordination with the design team, the client, and the public. Stakeholder, tribal and Park Board coordination will be by the City. All public notices will be by the City.

Deliverables

- 1 Public Meeting (in Marysville) (JAB attend only)
- Printed 30x40 presentation boards for 1 public meeting
- 1 PowerPoint presentation
- Meeting summary notes provided in Word Document digital format

TASK 6 – INTERPRETIVE SIGN DESIGN

The interpretive signage design will be led by J.A. Brennan staff. The scope includes development for up to 2 interpretive sign panels. Proposed topics are: (1) Olympic Mountains and Qwuloolt Estuary panoramic view interpretation; and (2) Historic evolution of the Snohomish River estuary, waterways and sloughs.

Deliverables

- Develop theme and storyline for each sign
- Identify images and write text
- Draft interpretive sign layout (2 signs, size 24x36)
- 50% Interpretive panels (2 signs)
- 100% Interpretive panels (2 signs) includes design files ready for fabrication
- Provide map and image files ready for design
- Coordinate with fabricator for sign panel fabrication

Sign Design Coordination Meetings

- City meeting to gather information and agree on theme, storyline and concepts (1 meeting).
- City draft signs review meeting (City and JAB)
- One meeting to present the signs to the City and stakeholders and receive final input.

Assumptions

• No coordination with the Tribe is anticipated. If coordination is required, additional fee may be needed.

TASK 7 – 30% DESIGN

The 30% design submittal will apply technical expertise to create design solutions to schematic design problems. JAB will create a 30% design submittal that will be primarily AutoCAD-drafted; although some information may be hand-drawn. Illustrative drawings will be completed as a method to convey design feasibility and finished project character. A preliminary square-footage level cost estimate will be provided for the 30% design plan. Herrera civil and Stantec and will provide preliminary cost input. A technical memorandum will document proposed products and materials. No specifications will be provided at 30% design.

A preliminary stormwater drainage design will follow guidance in the Snohomish County Stormwater Code, and Washington Department of Ecology's Stormwater Management Manual for Western Washington (16), and relevant policies of City of Marysville as appropriate. Water quality enhancement recommendations will also be provided in a technical information report.

Deliverables

- Site visit
- 30% Plan Set
 - Cover sheet
 - Existing conditions plan
 - Site layout plan (including roadway extension)
 - Grading and drainage plan (including earthwork calculations)

- Utility Plan
- Electrical Plan
- Planting plan & plant list
- Wetland & Stream Buffer mitigation plan & plant list
- Irrigation bubble diagram
- Site sections (up to 4)
- Landscape standard details (2 sheets)
- Landscape custom details & unit wall details (3 sheets)
- Civil engineering details (1 sheet)
- Technical memo (up to 3 pages)
- Drainage Report
- Cost estimate (with team input)

TASK 8 – ENVIRONMENTAL PERMIT SUPPORT

This task includes providing necessary permit documentation and a limited amount of coordination and correspondence to support the client applying for local permits. Herrera, JAB and Stantec will provide input to the City for the SEPA checklist. As buffer impacts are anticipated as a result of the project, Herrera will provide a complete buffer mitigation plan or provide supporting documentation for a buffer variance application. JAB will develop the buffer mitigation plan meeting mitigation ratios.

SEPA Checklist and Permit Application Support

Client coordination will consist of the following:

- Monitor the permit review process with the City Community Development Dept (CDD). A Herrera permit specialist will participate in up to 2 one-hour phone calls to coordinate any permit review comments that the design team needs to address.
- Respond to requests for additional information.
- Coordinate (phone/email) with Client and design team to discuss any additions and revisions requested during preparation of the draft and final SEPA checklist. A Herrera permit specialist will participate in up to 4 one-hour phone calls.

Assumptions

- The City will complete the SEPA checklist.
- No state or federal permits are necessary.
- It is assumed that no in-water work will take place and the design can be formulated such that State and Federal permitting will not likely be triggered.
- The City will complete and submit all necessary permit applications and coordinate with CDD.
- Based on communication with the City, the project area is not located in shoreline jurisdiction and will not require shoreline permits.

Deliverables

• The permit documentation includes a permit-ready set of design plans (as

provided in Task 7).

Buffer Mitigation Plan or Buffer Variance Application

Herrera will complete either a buffer mitigation plan or documentation to support a buffer variance application, depending on the results of Task 2.5.

Buffer mitigation plan: It is anticipated that the project may result in some buffer impacts. The buffer mitigation plan will be prepared according to Chapter 22E.010 of the Marysville Municipal Code. The following components will be included:

- Description of the functions and values buffers that will be impacted, and the functions and values after mitigation.
- Avoidance and minimization measures.
- Description of environmental goals and objectives of the restoration or compensation proposed.
- Measurable, specific performance standards for evaluating whether or not the goals and objectives of the mitigation or restoration project have been successfully attained.
- Detailed description of the proposed mitigation site plan (e.g., grading, habitat structure, and revegetation).
- Monitoring program including monitoring construction of the mitigation project and for assessing a completed project.
- Contingency and corrective measures that will be taken if the mitigation project is not meeting its originally specified performance standards.

Variance Application: If the City will pursue a variance to critical area buffer regulations, Herrera will provide documentation required to support the variance application.

Assumptions

- Herrera will provide either a buffer mitigation plan or support for a variance to critical area buffer regulations. Both types of documentation will not be provided.
- Only buffer impacts will occur. The design with not result in impacts to wetlands or streams.
- Mitigation will be provided on-site.
 - Analysis of buffer impacts will be based on 30%-level design plans prepared in Task 7 in an effort to expedite the permit application process and meet the proposed schedule.
 - Documentation for a critical area variance will take equal or less effort as a buffer mitigation plan.
 - Herrera will not attend the hearing for the critical area variance application.
 - Herrera will not attend pre-application meetings with the City.
 - Herrera will not attend any public meetings in support of the critical area variance application.

- If a critical area variance application is required, Herrera will complete documentation (not including the SEPA checklist) according to the "Critical Area Variance Checklist" document provided by Adam Benton on 11/26/2018.
- The City will provide comments within two weeks of receiving draft buffer mitigation or draft critical area variance documentation, The City will consolidate comments from all reviewers.
- Herrera will finalize the documentation in response to one round of comments from the City.

Deliverables

- If buffer mitigation is required: an electronic copy (Adobe Acrobat file format) of a draft Buffer Mitigation Plan will be submitted to the City for review and comment.
- If buffer mitigation is required: an electronic copy (Adobe Acrobat file format) of the final Buffer Mitigation Plan, addressing comments received from the City on the draft.
- If buffer mitigation is not required: Documentation to support a critical area variance application prepared by Herrera will include:
 - Vicinity map
 - o Site plan
 - "Allegations of Applicant" that responds to MMC 22E.010.100(13)
 - o Information that will support evaluation of the variance request

TASK 9 – 60%, 90% AND 100% / BID SET PLANS, SPECS AND ESTIMATE (PSE)

Construction documents submittals will be provided at 60%, 90%, and 100% (bid-ready) design completion. The document sets will be submitted for client review at 60% and 90% prior to issuing final (100%) construction documents. The 60% design set submittal will include plans, outline specification, and estimate of probable construction costs. 90% Design and 100% Design/ Bid Set submittals will include plans, specifications and estimate of probable constructions and estimate of probable construction costs.

A Stormwater Pollution Prevention Plan (SWPPP) (written document) will include an Erosion and Sedimentation Control (TESC) plan. Stantec will prepare and submit electrical plans, specifications and cost estimate and application for service to serving utility. Specifications will be provided in CSI format (CSI Master Format 2016 Edition), JAB specifications will be used as a starting point, but will include City of Marysville Bid Proposal form, Division 0 and Division 1 General Requirements, with itemization and unit costs for up to 10 bid items. JAB will provide project specific fill-ins and coordinate with the City Project Manager for the City's Division 0 and Division 1 Specification sections. Applicable City standard details (EDDS) will be included in the project manual only.

Building Permit Application

The JAB team will support the City in preparation of the following permit applications, print and submit to CDD at 90% design. Coordination related to the permit applications will occur with CDD & the Client.

• City Building permit application:

J.A. Brennan staff will provide review and a drawing set to support the City's building permit application. Technical input from other team members.

• City Land Disturbing Activity (grading & drainage) permit application: J.A. Brennan staff will review the City's (1) land disturbing activity permit application. Technical input from other team members.

• Geologic hazard permit report submittal:

The Geotechnical Engineering Report will include discussion of steep slopes on site and will analyze the geologic hazard area and identify any required mitigation measures. JA Brennan will submit the report to the City.

Deliverables

- Plans, specs and cost estimates for the following sheets:
 - Cover Sheet (all sheets 22x34, plan shts 20 scale)
 - Existing Conditions Plan (1 sht)
 - Demolition, TESC & tree protection Plan (1 sht 20 scale)
 - Stormwater Pollution Prevention Plan (SWPPP) (1 sht)
 - Site Layout Plan (1 sht)
 - Grading and Drainage Plan (1 sht)
 - Utility Plan (1 sht)
 - Electrical Plan & Details (2 shts)
 - Irrigation Plan & Schedule (1 sht)
 - Planting Plan (1 sht)
 - Plant list (1 sht)
 - Wetland & Stream Buffer Mitigation Planting plan and plant list (1 sht)
 - Detail Area Plan (10 scale)
 - Details: Paving (1 sht) coordinated with civil
 - Details: Drainage (1 sht)
 - Details: Utilities (1 sht)
 - Details: Hardscape/ Play Equipment/Equipment (2 sht)
 - Details: Park Structures (Restroom & Picnic Shelter) (3 shts)
 - Details: Wall Details & Structural for Walls (2 shts)
 - Details: Site Furniture & Signs (standard details) (1 sht)
 - Details: Irrigation (1 sht)
 - Details: Planting (1 sht)
- Grading cut and fill calculations
- Supplemental Drainage Memorandum at 90% (addendum to Drainage

Report)

- Cost Estimate (at 60%, 90% and 100%)
- Specifications (CSI) (at 90% and 100%)
- Up to 2 client review meetings (JAB and Herrera)

TASK 10 – BID SUPPORT

The design team will provide assistance to the City of Marysville during the public bid process, including answering contractor's questions during bidding and issuing addenda if necessary.

Deliverables

- Answer contractor's questions during bidding
- Pre-bid meeting
- Up to 3 addenda

SCOPE ASSUMPTIONS

GENERAL ASSUMPTIONS (J.A. BRENNAN ASSOCIATES):

- 1. Detailed design will be provided only for those project elements included in the schematic design as described above and as documented in the schematic design process.
- 2. Retaining walls will be unit block walls, product: Allan Block.
- 3. Restroom and picnic shelter buildings will be prefabricated structures with structural engineering designs provided by the manufacturer. (Romtec and Poligon, respectively).
- 4. Play equipment will be selected from a catalogue. No custom play equipment design is anticipated.
- 5. If a park vehicular gate is required, it will be a City standard gate, included in the specifications.
- 6. Specifications will not be provided at schematic or 30% design.
- 7. Environmental permit support includes the submittal of 30% drawings for permits and up to 1 plan revision.
- 8. The City will prepare the SEPA checklist and will lead coordination with CDD.
- 9. No shoreline conditional use permit is required for the project.
- 10. Building permit support includes the submittal of the 90% drawings and up to 1 plan revision. The City may provide CDD with 30%, 60% and 90% plan sets for review.
- 11. The City will lead the building and grading/drainage permit applications.
- 12. The City will prepare the land use permit application and provide the project title report as required.
- 13. Application for an Army Corps of Engineers Permit is not included in this scope of work.
- 14. No DNR coordination or permitting is anticipated.
- 15. No FEMA and Flood hazard permit coordination required.
- 16. The City does not anticipate need for a Shoreline Substantial Development Permit for the project. Preparation of such will require a contract amendment.
- 17. Tribal, stakeholder and Park Board coordination is anticipated to be by City.
- 18. The City is anticipating only one public meeting, which will be prepared for and led by the City. JA Brennan will attend only. Presentation materials will consist of full-scale plots of plans and sections prepared as a part of contract tasks. One PowerPoint presentation will be provided by JAB.
- 19. Any required Public Hearings will be attended by the City only.
- 20. Herrera will attend team and client meetings by phone, except for site meetings identified in the scope.
- 21. J.A. Brennan does not provide contaminated soils remediation services. No contaminated soils are anticipated on site.
- 22. This fee reflects an assumed maximum allowable construction cost of \$950,000. Construction costs in excess of this amount may warrant additional fees.
- 23. The Civil Engineering design will be per the City of Marysville Engineering Design & Development Standards (EDDS) including the 2014 amendment to the 2012 Stormwater Management Manual for Western Washington (SWMMWW) for the drainage design.),
- 24. Stormwater runoff from this project area discharges to a tidally influenced Type F stream

along the southern property line within ¼ mile of the Snohomish River Estuary and as such is exempt from stormwater Minimum Requirement #7 for Flow Control as per Appendix I-E of the SWMMWW.

- 25. JAB will comply with funding requirements of the Washington State Recreation and Conservation Office (RCO). JAB cannot ensure that the funds are sufficient to implement the allocated items. Discrepancies between allocated funds and project elements will be brought to the attention of the City.
- 26. The City will pay for ROW acquisition with funds from another source other than the existing project budget.
- 27. The City will provide coordinated, consolidated review comments at schematic, 30%, 60%, and 90% design submittals. Each City review period will take no longer than two weeks and the City will provide conformed comments between departments.
- 28. JAB will provide a title block of their choosing, size: 22 x 34 and use JA Brennan CAD standards.
- 29. Specifications will be prepared in CSI format, CSI Master Format 2016 Edition. The project will be bid lump sum, with contract itemization limited to: up to 10 separate project elements. The City will provide their boilerplate Project Manual Division 0 and Division 1 Specifications for JAB editing. J.A. Brennan standard specifications will be used as a starting point for the technical specifications.
- 30. Arborist services are not anticipated in this scope of work.
- 31. Cultural resource services are not anticipated in this scope of work. (The City will be submitting an EZ-1 form to DAHP and believe that they'll receive a No Effect letter based upon previous projects in this area.)
- 32. This scope of services assumes that the limited extension of the roadway will include sewer and water. Any design for the extension of franchise utilities will be for location only and the design of these utilities will be by the utility. Herrera will provide trenching and conduit bedding details for conduits and vaults selected by the utilities.
- 33. Design of the full 59th Drive roadway is limited to schematic level design and preliminary grading design.
- 34. Sewer and water utility connections required for park restroom provided by Herrera. Power connection for park restroom provided by Stantec. Irrigation by JAB. It is assumed that the elevation of the existing sanitary sewer main is low enough to allow for a gravity service connection for the park restroom (no pumping required).
- 35. It is assumed that proposed changes to pedestrian and vehicular site access and street and sidewalk extension, and any other elements in the road R.O.W., will require a Right of Way permit, which shall be prepared and submitted by the City.
- 36. Due to arrangements in the City's code with respect to the Qwuloolt restoration project, a new OHWM delineation and estuarine wetland edge delineation will not be required and these critical areas buffers will not affect the project design.
- 37. The City will provide the wetland delineation report for the existing wetland on the adjacent Glein property. Wetland A and a type F stream on the Glein property will affect a portion of the park site.
- 38. No in-water work (as perceived by WDFW and the US Army Corps of Engineers) will

occur as a result of this project and upland activities can be designed in such a way to avoid an HPA or any Corps permit.

- 39. If in-water work is required (i.e., a boat ramp that extends below MHHW), or it is determined from Task 7 meetings that either a Hydraulic Project Approval or US Army Corps of Engineers permit is required, then preparation of a JARPA, along with design plans will be required with a contract amendment.
- 40. The City will handle all required ROW acquisition.
- 41. The City will provide the ROW location and alignment.
- 42. Any change or addition to the design program and recreational amenities may require additional design fee.
- 43. Construction support services can be provided with a contract amendment.

STANTEC ELECTRICAL ENGINEERING ASSUMPTIONS:

- 1. Stantec electrical engineer will provide design for electrical service to proposed restroom building and small lot/entry and will provide estimate of construction costs updated at each submittal.
- 2. Stantec will coordinate PUD application for service to the park. Stantec will handle the location of the PUD vaults\conduit, coordinate with civil on the exact locations and will take care of all site lighting.
- 3. Streetlights on PUD poles would be by the PUD. Stantec will coordinate with PUD any conduit necessary for power.
- 4. Stantec will attend 1 client/team meetings and 2 team coordination phone calls.
- 5. Stantec will provide pertinent language for SEPA checklist.
- 6. Stantec will answer contractor questions during bidding and will provide up to one addendum.

ASPECT ENGINEERING ASSUMPTIONS:

Aspect Structural scope will include structural engineering for:

- 1. Unit block retaining walls of various configurations.
- 2. Guardrails if needed.

INTERPRETIVE SIGNAGE SCOPE ASSUMPTIONS (J.A. BRENNAN):

- 1. Permitting will not be required for installation of interpretive signs.
- 2. The use of design concepts: colors/fonts/layouts, from the adjacent Qwuloolt Trail projects, as provided by the City.
- 3. All roughs developed for client review and final art proofs will be sent as electronic PDF files.
- 4. Written approval of the signs from City is required prior to fabrication.
- 5. Drawings will include required technical specifications. A separate technical specifications package will not be required.
- 6. CDs will be provided of all signs for use in sign manufacture and to City.
- 7. Sign structure/stand detail and specifications will be City standard/Qwuloolt estuary interpretive sign, provided by City and incorporated into the construction document set.
- 8. Installation of interpretive signs will be performed by Contractor as a part of the project

bid package, provided that the signs are designed and fabricated by June 30, 2019.

9. No site visits during interpretive sign installation are included in this scope of work. If on-site support is needed, JAB can provide these services under a contract amendment.

Olympic View Park Project Scope J.A. Brennan Associates PLLC

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EXH	IBIT A		1	-	-	-		-												-	
	nt: City of Marysville				1	-		1													
Proje	ct: Olympic View Park							-	1.1												
J.A. I	BRENNAN ASSOCIATES, PLLC	November 2	26, 2018	1	-	1			-												
	DESCRIPTION	JB	TW	DC	CO	GG	VS	SY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	1	
ITEM Rate		PM \$195	PLA \$135	LA \$125	LAII \$100	Designer \$85	Designer \$98	Admin \$98	JAB Hours	J.A. Brennan Labor	J.A. Brennan Expenses	J.A. Brennan Labor/Exp	J.A. Brennan w/ Markup	Herrera Civil Engineering	Herrera Environmental	Stantec Electrical	Aspect Geotech & Structural	Andes Survey	Subs	Markup	Grand Total
1	Administration / Coordination																				
1	Job set-up		1			-	-	2		\$331.00	\$20.00	\$351.00	\$351.00						\$0.00	\$0.00	\$351.00
2	Progressreports Prepare invoices	+ ,	1	,		-	-	2	3	\$331.00 \$759.00	\$20.00 \$20.00	\$351.00 \$779.00	\$351.00 \$779.00						\$0.00 \$0.00	\$0.00 \$0.00	\$351.00 \$779.00
4	Scheduling	1	2					1	4	\$563.00	\$20.00	\$583.00	\$583.00						\$0.00	\$0.00	\$583.00
5	Bi-Monthly check in calls Kick-offf meeting (Client/team)	4	8		-			-	8	\$1,080.00 \$1,320.00	\$20.00 \$20.00	\$1,100.00 \$1,340.00	\$1,217.06 \$1,466.43	\$1,170.64 \$956.34		\$308.00			\$1,170.64 \$1,264.34	\$117.06 \$126.43	\$2,387.70 \$2,730.77
	Total	6	18	0	0	0	0	8	32		\$120.00		\$4,747.50	\$2,126.98	\$0.00	\$308.00	\$0.00	\$0.00	\$2,434.98	\$243.50	\$7,182.48
2	Site Inventory & Analysis Landscape Site Analysis			1 24		N. B. C.	- CLARE		100		Contraction of the	and the second				2.633	State -	1125			
2.1.1	Base may preparation		-			2			2	\$170.00	\$20.00	\$190.00	\$190.00						\$0.00	\$0.00	\$190.00
	Background data review, reports, plans, science Site visit (with team)	4	2	2	2				4	\$470.00 \$1,720.00	\$20.00 \$35.00	\$490.00 \$1,755.00	\$490.00 \$1,755.00						\$0.00 \$0.00	\$0.00 \$0.00	\$490.00 \$1,755.00
2.1.4	Site context map (on USGS)					2			2	\$170.00	\$20.00	\$190.00	\$190.00			100			\$0.00	\$0.00	\$190.00
	Issues & Opportunities Plan (1 sheet) Prepare site analysis technical memo (up to 8 pages)	1	4		1	4			10	\$1,175.00 \$1,070.00	\$55.00 \$20.00	\$1,230.00 \$1,090.00	\$1,230.00						\$0.00 \$0.00	\$0.00 \$0.00	\$1,230.00 \$1,090.00
1. 8	Subtotal Landscape Site Analysis	6	15	0	9	8	0	0	38	\$4,775.00				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,945.00
2.2.1			100 Mar 100	-	Par angel	and the second se		Card Law	0	\$0.00	A Martille Street	\$0.00	\$24.45	and the second second second	A DO NOT OF A DO	and the second second	\$244.50	A COLOR OF STREET, STR	\$244.50	\$24.45	\$268.95
2.2.2	Surface Recon								0	\$0.00		\$0.00	\$99.95				\$999.50		\$999.50	\$99.95	\$1,099.45
2.2.3	Subsurface explorations (6 test pits) Laboratory Testing (2 grain size)		-	-			-		0	\$0.00 \$0.00		\$0.00 \$0.00	\$193.65 \$57.90				\$1,936.50 \$579.00		\$1,936.50 \$579.00	\$193.65 \$57.90	\$2,130.15 \$636.90
2.2.5	Geologic hazard assessment (draft and final)		1						1	\$135.00		\$135.00	\$552.15				\$4,171.50		\$4,171.50	\$417.15	\$4,723.65
	Engineering recommendations (including wall structural calcs) Geotechnical engineering report (draft and final)	-	2	-		-			2	\$270.00 \$0.00		\$270.00 \$0.00	\$427.40 \$298.85				\$1,574.00 \$2,988.50	-	\$1,574.00 \$2,988.50	\$157.40 \$298.85	\$2,001.40 \$3,287.35
2.2.8	Geotechnical input at alternatives, schematic, 30, 60, 90 plans		1	-	2				3	\$335.00		\$335.00	\$568.95				\$2,339.50		\$2,339.50	\$233.95	\$2,908.45
2.2.5	Team meetings Subtotal Geotechnical Investigation	0	4	0	2	0	0	0	0	\$0.00 \$740.00	\$0.00	\$0.00 \$740.00	\$124.70 \$2,348.00	\$0.00	\$0.00	\$0.00	\$1,247.00 \$16,080.00	\$0.00	\$1,247.00 \$16,080.00	\$124.70 \$1,608.00	\$1,371.70 \$18,428.00
	Civil Engineering Stormwater & Roadway Analysis Site Visit		1.7.1842	1000	-			1.77							1000	1212	and the second of the	ALC: STOLEN	Constant and		
	Site Visit Data review								0	\$0.00 \$0.00		\$0.00 \$0.00	\$127.51 \$110.11	\$1,275.12 \$1,101.06					\$1,275.12 \$1,101.06	\$127.51 \$110.11	\$1,402.63 \$1,211.17
	Coordination with planning and emergency departments Technicalmemo	-	-		1				1	\$100.00 \$330.00		\$100.00 \$330.00	\$128.98 \$513.79	\$289.77 \$1,837.94					\$289.77 \$1,837.94	\$28.98 \$183.79	\$418.75 \$2,351.73
22.1	Subtotal Civil Engineering Stormwater & Roadway Analysis	1	1	0	1	0	0	0	3	\$330.00	\$0.00	\$330.00	\$513.79 \$880.39	\$1,837.94 \$4,503.89	\$0.00	\$0.00	\$0.00	\$0.00	\$4,503.89	\$183.79 \$450.39	\$5,384.28
	Electrical Engineering Analysis Data review		States and	100		Carlos and	E. Martine	12 77	0	\$0.00		\$0.00	\$18.00		and the second	\$180.00			\$180.00	\$18.00	\$198.00
2.4.2	Site visit	-							0	\$0.00		\$0.00	\$18.00			\$180.00			\$180.00	\$18.00	\$198.00
2.4.3	Technicalmemo Subtotal Electrical Engineering Analysis	0	1	0	0	0	0	0	1	\$135.00 \$135.00	\$0.00	\$135.00 \$135.00	\$153.00 \$189.00	\$0.00	\$0.00	\$180.00 \$540.00	\$0.00	\$0.00	\$180.00 \$540.00	\$18.00 \$54.00	\$333.00 \$729.00
2.5	Sensitive Area and Regulatory Analysis		Constant State					, in the second se	and the second	0100.00	20.00	\$150.00	\$108.00	20.00	\$0.00	\$040.00	0.00	\$0.00		\$04.00	U120.00
2.5.1	Site visit for wetland and stream delineation Wetland and Stream Delineation Report		1	-					1	\$135.00 \$135.00		\$135.00 \$135.00	\$419.26 \$1,252.57		\$2,842.56 \$11,175.70				\$2,842.56 \$11,175.70	\$284.26 \$1,117.57	\$3,261.82 \$12,428.27
	Subtotal Sensitive Area and Regulatory Analysis	0	2	0	0	0	0	0	2	\$270.00	\$0.00		\$1,671.83	\$0.00	\$14,018.26	\$0.00	\$0.00	\$0.00	\$14,018.26	\$1,401.83	\$15,690.09
	Surveying Site boundary survey & Incorporation of existing survey data		1		1	Contraster of	No. of Concession, Name		2	\$235.00		\$235.00	\$935.00	A DECK DECK DECK			a state of the state of	\$7,000.00	\$7,000.00	\$700.00	\$7,935.00
	Subtotal Surveying	0			1			0		\$235.00	\$0.00	\$235.00	\$935.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,000.00	\$7,000.00	\$700.00	\$7,935.00
3	Total Alternative Concept Design	7	24	0	13	8	0	0	52	\$6,585.00	\$170.00	\$6,755.00	\$10,969.22	\$4,503.89	\$14,018.26	\$540.00	\$16,080.00	\$7,000.00	\$42,142.15	\$4,214.22	\$53,111.37
1	Alternative concept plans (2)	1	2 4	4	6	4			16	\$1,870.00	\$20.00	\$1,890.00	\$1,890.00	\$0.00					\$0.00	\$0.00	\$1,890.00
2	Sections (up to 2) Written descriptions	1	2	4		4			9	\$1,075.00 \$465.00	\$20.00 \$20.00	\$1,095.00 \$485.00	\$1,095.00 \$548.76	\$637.56					\$0.00 \$637.56	\$0.00 \$63.76	\$1,095.00 \$1,186.32
4	Team conference call (1)		1		2		-		3	\$335.00	\$20.00	\$355.00	\$370.94	\$159.39					\$159.39	\$15.94	\$530.33
5	Client meeting in Marysville (1 - JAB & Herrera) Total	4	4	0	4	8	0	0	8	\$940.00 \$4,685.00	\$35.00 \$115.00	\$975.00 \$4,800.00	\$1,038.76 \$4,943.45	\$637.56 \$1,434.51	\$0.00	\$0.00	\$0.00	\$0.00	\$637.56 \$1,434.51	\$63.76 \$143.45	\$1,676.32 \$6,377.96
4	Schematic Design		S. (2								200	and the second second			00.00						All San David States
1	Draft Schematic Plan Pre-Application Meeting (in Marysville)	2	8	-	6	4	-		20	\$2,410.00 \$1,080.00	\$20.00 \$35.00	\$2,430.00 \$1,115.00	\$2,639.92 \$1,226.13	\$1,674.24 \$637.56	\$473.76	\$425.00			\$2,099.24 \$1,111.32	\$209.92 \$111.13	\$4,739.16 \$2,337.45
3	Final Schematic Plan (color rendered)	1	4		6	6			17	\$1,845.00	\$20.00	\$1,865.00	\$1,865.00	\$0.00	\$41.0.10				\$0.00	\$0.00	\$1,865.00
4	Sections, up to 4, draft and final Cost Estinate (for Final Schematic Plan)	1	5	-	6	11		-	23 16	\$2,405.00 \$1,800.00	\$20.00 \$20.00	\$2,425.00 \$1,820.00	\$2,425.00 \$1,926.79	\$0.00 \$1,067.94					\$0.00 \$1,067.94	\$0.00 \$106.79	\$2,425.00 \$2,994.73
6	TechnicalMemo (up to 2 pages)	1	2		4				7	\$865.00	\$20.00	\$885.00	\$1,098.59	\$2,135.88					\$2,135.88	\$213.59	\$3,234.47
7	1 Team meeting (in Seattle) (JAB, Herrera, Aspect) 1 Team canference call (Go-to-meeting)(JAB, Herrera, Aspect & Stantec)	2	2		2				6	\$860.00	\$20.00 \$20.00	\$880.00 \$685.00	\$1,022.41 \$718.94	\$1,034.14 \$159.39		\$390.00 \$180.00			\$1,424.14 \$339.39	\$142.41 \$33.94	\$2,446.55 \$1,058.33
9	1 Client meeting (in Marysville) (JAB and Herrera)	4	4	-		-		-	8	\$1,320.00	\$35.00	\$1,355.00	\$1,386.88	\$318.78					\$318.78	\$31.88	\$1,705.66
5	Total Public Involvement	13	34	0	40	25	0	0	112	\$13,250.00	\$210.00	\$13,460.00	\$14,309.67	\$7,027.93	\$473.76	\$995.00	\$0.00	\$0.00	\$8,496.69	\$849.67	\$22,806.36
1	1 Public Neeting (in Marysville) (JAB attend)		4	4	2	-			6	\$740.00	\$35.00	\$775.00	\$775.00						\$0.00	\$0.00	\$775.00
2	Printed 30x40 presentation boards for 1 public meeting 1 PowerPoint presentation	1	3	3	8	3	-		6 13	\$660.00 \$1,535.00	\$50.00 \$20.00	\$710.00 \$1,555.00	\$710.00 \$1,555.00						\$0.00 \$0.00	\$0.00 \$0.00	\$710.00 \$1,555.00
	Meeting summary notes provided in Word Document digital format		6		6				12	\$1,410.00	\$20.00	\$1,430.00	\$1,430.00						\$0.00	\$0.00	\$1,430.00
6	Total Interpretive Sign Design	1	17	0	16	3	0	0	37	\$4,345.00	\$125.00	\$4,470.00	\$4,470.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,470.00
1	Develop theme and storyline for each sign						2		2	\$196.00	\$20.00	\$216.00	\$216.00						\$0.00	\$0.00	\$216.00
2	Identify images and write text Draft intepretive sign layout (2 signs, size 24x36)	1	1		1		3		4	\$394.00 \$1,114.00	\$20.00 \$20.00	\$414.00 \$1,134.00	\$414.00 \$1,134.00						\$0.00 \$0.00	\$0.00 \$0.00	\$414.00 \$1,134.00
4	50% Interpretive panels (2 signs)	-				1	8		9	\$869.00	\$20.00	\$889.00	\$889.00						\$0.00	\$0.00	\$889.00
5	100% Interpretive panels (2 signs) includes design files ready for fabrication Coordinals with fabricator for sign panel fabrication	1		1	1	1	8		11	\$1,164.00 \$464.00	\$2,000.00 \$50.00	\$3,164.00 \$514.00	\$3,164.00 \$514.00						\$0.00 \$0.00	\$0.00 \$0.00	\$3,164.00 \$514.00
7	Coordination meeting (up to 3)	1	6			-	10	1.1	17	\$1,985.00	\$20.00	\$2,005.00	\$2,005.00						\$0.00	\$0.00	\$2,005.00
7	Total 30% Design	3	7	0	2	4	42	0	58	\$6,186.00	\$2,150.00	\$8,336.00	\$8,336.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,336.00
1	Sheet setup				3	1		-	4	\$385.00	em 70.00	\$405.00	\$405.00	\$0.00					\$0.00	\$0.00	\$405.00
2	Site visit (1) Cover Sheet	4	4		4	2			12	\$1,720.00 \$305.00	\$35.00	\$1,755.00 \$325.00	\$1,755.00 \$325.00	\$0.00 \$0.00				-	\$0.00 \$0.00	\$0.00 \$0.00	\$1,755.00 \$325.00
4	Cover Sheet Durge: Weeping Conditions Plan (1 sht)		1	1		2			2	\$170.00	Festerate	\$190.00	\$190.00	\$0.00					\$0.00	\$0.00	\$190.00

Project: Olympic View Park	-		-		-	-								1						
J.A. BRENNAN ASSOCIATES, PLLC	November 2	6 2018				-	-													
U.A. BREINAN ACCOUNTED, TEEC	NOVERIDE 2	0,2010	1		-							_								
WORK DESCRIPTION	JB	TW	DC	CO	GG	VS	SY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total		
ITEM	PM	PLA	LA	LAII	Designer	Designer	Admin	JAB	J.A. Brennan	J.A. Brennan	J.A. Brennan	J.A. Brennan	Herrera	Herrera	Stantec	Aspect	Andes	Subs	Markup	Grand Total
Rate	\$195	\$135	\$125	\$100	\$85	\$98	\$98	Hours	Labor	Expenses	Labor/Exp	w/ Markup	Civil Engineering	Environmental		Geotech & Structural	Survey	Subs		
000 10000000000000000000000000000000000	10000000	100000000				10101010										444444444	a de la de la de la de			
5 Site Layout Plan (1 sht 20 scale)	2	16	1	10	6			34	\$4,060.00	\$100.00	\$4,160.00	\$4,160.00	\$0.00					\$0.00	\$0.00	\$4,160.00
6 Grading & Drainage Plan (1 sht 20 scale)	1	4	_	6	2			13	\$1,505.00	\$50.00	\$1,555.00	\$1,712.67	\$1,576.74					\$1,578.74	\$157.67	\$3,289.41
7 Grading cut and fill calculations				1				1	\$100.00	\$20.00	\$120.00	\$168.52	\$485.22					\$485.22	\$48.52	\$653.74
8 Utilities Plan			-	1				1	\$100.00	\$60.00	\$160.00	\$349.55	\$1,895.52					\$1,895.52	\$189.55	\$2,245.07
9 Electrical plan				1				1	\$100.00	\$50.00	\$150.00	\$241.50	\$0.00		\$915.00			\$915.00	\$91.50	\$1,156.50
11 Planting Plan & Plant List (1 sht 20 scale)	1	3		6				10	\$1,200.00	\$60.00	\$1,260.00	\$1,260.00	\$0.00					\$0.00	\$0.00	\$1,260.00
11 Wetland & Stream Buffer Mitigation Planting Plan & List (1 sht 20 scale)	1	3		6				10	\$1,200.00	\$60.00	\$1,260.00	\$1,260.00	\$0.00					\$0.00	\$0.00	\$1,260.00
12 Irrigation bubble diagram		2		2	2			6	\$640.00	\$20.00	\$660.00	\$660.00	\$0.00					\$0.00	\$0.00	\$660.00
14 Site Sections (up to 4) use preferred update schematic sections		2		2	4			8	\$810.00	\$40.00	\$850.00	\$850.00	\$0.00					\$0.00	\$0.00	\$850.00
15 Landscape Standard Details (2 sheets)		1		4	6			11	\$1,045.00	\$40.00	\$1,085.00	\$1,085.00	\$0.00					\$0.00	\$0.00	\$1,085.00
16 Landscape Custom Details & Unit Wall Details (3 sheets)	1	2		6	4			13	\$1,405.00	\$150.00	\$1,655.00	\$1,555.00	\$0.00					\$0.00	\$0.00	\$1,555.00
17 Civil engineering details	1	1						2	\$330.00	\$20.00	\$350.00	\$621.09	\$2,710.92					\$2,710.92	\$271.09	\$3,332.01
18 Drainage Report		1		1				2	\$235.00	\$20.00	\$255.00	\$492.65	\$2,376.46					\$2,376.46	\$237.65	\$2,869.11
19 Prepare lech memo (up to 3 pages)	1	3		4				8	\$1,000.00	\$20.00	\$1,020.00	\$1,150.85	\$1,308.52					\$1,308.52	\$130.85	\$2,459.37
20 Cost estimate (team input)	1	4		6	4			15	\$1,675.00	\$20.00	\$1,695.00	\$1,958.47	\$2,454.66		\$180.00		-	\$2,634.66	\$263.47	\$4,593.1
Total	13	47	0	63	33	0	0	156	\$17,985.00	\$825.00	\$18,810.00	\$20,200.30	\$12,808.04	\$0.00	\$1,095.00	\$0.00	\$0.00	\$13,903.04	\$1,390.30	\$14,103.34
8 Environmental Permit Support	and the second second	1	1		10000			and and	A REAL PROPERTY.				the place the second	Line of the line of the		COLUMN AND DESCRIPTION	- Carlos		C. C. Spinster Starty	
1 SEPA Checklist-input to City	1	3		2				6	\$800.00		\$800.00	\$1,053.26		\$2,532.60				\$2,532.60	\$253.26	\$3,585.86
3 Buffer Milgation Plan		3		4				7	\$805.00		\$805.00	\$2,123.47		\$13,184.68				\$13,184.68	\$1,318.47	\$15,308.1
Total	1	6	0	6	0	0	0	13	\$1,605.00	\$0.00	\$1,605.00	\$3,176.73	\$0.00	\$15,717.28	\$0.00	\$0.00	\$0.00	\$15,717.28	\$1,571.73	\$18,894.01
9 60%, 90% and 100%/Bid Set Plans, Specs and Estimate (PSE)	The Real Property lies	10000	Concession in which the	1000		Contra State	Sec. 2											and the second s		
1 Cover Sheet (all sheets 22x34, plan shts 20 scale)		1		1	2			4	\$405.00	\$20.00	\$425.00	\$425.00	\$0.00					\$0.00	\$0.00	\$425.00
2 Existing Conditions Plan (1 sht)		1		1	2			4	\$405.00	\$20.00	\$425.00	\$425.00	\$0.00					\$0.00	\$0.00	\$425.00
3 Demolition, TESC & tree protection Plan (1 sht 20 scale)		1		4	2			7	\$705.00	\$20.00	\$725.00	\$876.87	\$1,518.72					\$1,518.72	\$151.87	12,395.5
4 Stormwater Pollution Prevention Plan (SWPPP) (1 sht)		1						1	\$135.00	\$50.00	\$185.00	\$275.54	\$905.37					\$905.37	\$90.54	\$1,180.9
5 Site Layout Plan (1 sht)	2	14		16	6			38	\$4,390.00	\$200.00	\$4,590.00	\$4,590.00	\$0.00					\$0.00	\$0.00	\$4,590.00
7 Grading and Drainage Plan (1 sht)	1	8		12	2			23	\$2,645.00	\$150.00	\$2,795.00	\$2,995.00	\$2,000.00					\$2,000.00	\$200.00	\$4,995.00
8 Utility Plan (1 sht)	1	1		2	1			5	\$615.00	\$50.00	\$665.00	\$820.50	\$1,555.02					\$1,555.02	\$155.50	\$2,375.5
9 Electrical Plan & Details (2 shts)		1		1				2	\$235.00	\$65.00	\$300.00	\$662.00	\$0.00		\$3,620.00			\$3,620.00	\$362.00	\$4,282.0
11 Irrigation Plan & Schedule (1 sht)	1	3		14	4			22	\$2,340.00	\$120.00	\$2,460.00	\$2,460.00	\$0.00					\$0.00	\$0.00	\$2,460.0
12 Planting Plan (1 sht)	1	8		8	6			23	\$2,585.00	\$120.00	\$2,705.00	\$2,705.00	\$0.00					\$0.00	\$0.00	\$2,705.0
13 Plant list (1 sht)	1	4		6	4			15	\$1,675.00	\$50.00	\$1,725.00	\$1,725.00	\$0.00					\$0.00	\$0.00	\$1,725.0
11 Wetland & Stream Buffer Mitigation Planting Plan & Plant List (1 sht 20 scale)	1	6		8	6			21	\$2,315.00	\$120.00	\$2,435.00	\$2,458.69	\$0.00	\$236.88				\$236.88	\$23.69	\$2,695.5
15 Detail Area Plan (10 scale)	1	4		12	10			27	\$2,785.00	\$120.00	\$2,905.00	\$2,905.00	\$0.00					\$0.00	\$0.00	\$2,905.0
16 Details: Paving (1 sht) coordinated with civil	· ·	4		7	6			17	\$1,750.00	\$50.00	\$1,800.00	\$1,877.59	\$775.92					\$775.92	\$77.59	\$2,653.5
17 Details: Drainage (1 sht)		1		2				3	\$335.00	\$20.00	\$355.00	\$510.82	\$1,558.20					\$1,558,20	\$155.82	\$2,069.0
18 Details: Utilities (1 sht)		1		~	1			2	\$220.00	\$20.00	\$240.00	\$294.64	\$546.42					\$546.42	\$54.64	\$841.0
19 Details: Hardscape/ Play Equipment (2 sht)	1	8		18	24			51	\$5,115.00	\$200.00	\$5,315.00	\$5,315.00	\$0.00					\$0.00	\$0.00	\$5,315.0
20 Details: Park Structures (3 shts) - restroom, shelter	1	8		10	14			31	\$3,265.00	\$200.00	\$3,465.00	\$3,465.00	\$0.00					\$0.00	\$0.00	\$3,465.0
21 Details: Wall Details & Structural for Walls (2 shts)	2	8		12	.4			26	\$3,010.00	\$150.00	\$3,160.00	\$3,160.00	\$0.00					\$0.00	\$0.00	\$3,160.0
22 Details: Site Furniture & Signs (1 sht) standard details	1	6		11	2	-		20	\$2,275.00	\$50.00	\$2,325.00	\$2,325.00	\$0.00					\$0.00	\$0.00	\$2,325.0
23 Details: Inigation (1 sht)	· ·	1	4	2	4			11	\$1,175.00	\$50.00	\$1,225.00	\$1,225.00	\$0.00					\$0.00	\$0.00	\$1,225.0
24 Details: Planting (1 sht)	1	1	1	4	4			13	\$1,475.00	\$50.00	\$1,525.00	\$1,525.00	\$0.00					\$0.00	\$0.00	\$1,525.0
25 Grading cut and fill calculations	- ·	1	12	4	4			13	\$1,635.00	\$20.00	\$1,655.00	\$1,681.08	\$260.76		-			\$260.76	\$26.08	\$1,941.8
26 Supplemental Drainage Memorandum at 90% (addend. Drainage Report)			1 12					1	\$135.00	\$20.00	\$1,655.00	\$261.79	\$1,067,94	-				\$1,067,94	\$106.79	\$1,329.3
27 Cost Estimate (at 60%, 90% and 100%)	2	12		R			2	22	\$2,806.00	\$20.00	\$2,826.00	\$3.031.51	\$1,007.94		\$180.00			\$2,055.12	\$205.51	\$5,086.6
29 Specifications (CSI) (at 90% and 100%)	4	24		20	10	-	2	58	\$6,870.00	\$20.00	\$6,970.00	\$7,185.71	\$1,875.12		\$340.00			\$2,000.12	\$215.71	\$9,342.8
30 Up to 2 clent review meetings (JAB and Herrera)	4	24	1	20	10			12	\$1,480.00	\$100.00	\$1,550.00	\$1,581.88	\$1,817.10		\$340.00			\$318.78	\$31.88	\$1,900.0
31 Geologic hazard permit application	1	2		- 4		-		5	\$665.00	\$20.00	\$685.00	\$685.00	\$318.78					\$0.00	\$0.00	\$685.0
32 City Building permit application (support City)	1	4		4	2			11	\$1,305.00	\$20.00	\$1,325.00	\$1,325.00	\$0.00		-			\$0.00	\$0.00	\$1,325.
33 City Land Disturbing Activity (grading & drainage) permit application	<u> </u>	4		4	2			6	\$705.00	\$20.00	\$1,325.00	\$1,325.00	\$200.00					\$200,00	\$20.00	\$925
Total	23	149	16	188	116	0	2	494	\$55,456.00	\$2,165.00	\$57,621.00	\$59,498.62	\$14,399.35	\$236.88	\$4,140.00	\$0.00	\$0.00	\$18,776.23	\$1,877.62	
10 Bid Support	23	149	10	168	116	0	-	494	\$35,456.00	\$2,105.00	301,021.00	\$08,486.62	\$14,339.35	\$230.88	\$4,140.00	30.00	30.00	¢10,710.23	\$1,017.02	410,214.
Answer contractor's questions during bidding		-	-	4	-	and the second se		6	\$650.00	\$20.00	\$670.00	\$774.03	\$840.30		\$200.00		and the second second	\$1,040.30	\$104.03	\$1,814.
Answer contractor's questions during bidding Pre-bid meeting		-	2	4				6	\$650.00	\$20.00	\$695.00	\$742.82	\$840.30		\$200.00			\$1,040.30	\$104.03	\$1,220.
2 Pre-bid meeting 3 Up to 3 aldenda			3	3	-		+ +	15	\$675.00	\$20.00		\$742.82 \$1,998.46	\$478.17 \$2,134.56		\$200.00			\$478.17 \$2,334.56	\$47.82 \$233.46	\$4,333.
3 Up to 3 addenda Total	1	0	11	8			0	15	\$1,745.00	\$20.00 \$60.00	\$1,765.00 \$3,130.00	\$1,998.46 \$3.515.30	\$2,134.56 \$3.453.03	\$0.00	\$200.00 \$400.00	\$0.00	\$0.00	\$2,334.56	\$233.48	\$4,333.
TOTAL PROJECT	1					42			\$3,070.00	\$5,940.00	\$1,130.00	\$3,515.30	\$3,453.03 \$45,753.73	\$30,446,18	\$400.00	\$16,080.00	\$7,000.00	\$106,757.91	\$10,675.79	

Fee Proposal

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