

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 13, 2019

AGENDA ITEM:	
Professional Services Agreement with Akana, Inc. for Construction Management Support Services on the WWTP Headworks Retrofit Project	
PREPARED BY:	DIRECTOR APPROVAL: JL
Patrick Gruenhagen	
DEPARTMENT:	
Public Works (Engineering)	
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE: 40230594.563000 S1503	AMOUNT: \$449,105.00
<p>SUMMARY: The WWTP Headworks Retrofit Project calls for a comprehensive upgrade of the Wastewater Treatment Plant headworks facility. City Council awarded the construction contract for this project to McClure & Sons, Inc. on April 8, 2019, and work is set to begin in mid-May. In anticipation of that milestone, this Professional Services Agreement (PSA) will provide the City with construction management (CM) support services during administration of the construction contract.</p> <p>The recommended consultant team for these services is Akana, Inc. Akana was one of four firms that submitted proposals in response to a City RFP which was published on February 23, 2019; others included KBA, RH2, and Vanir Construction Management. Upon review of proposals and consideration of each firm’s credentials, the City initially selected Vanir Construction Management for these services, and subsequently initiated scoping and contract negotiations with Vanir. However, as the City and Vanir were unable to agree to a reasonable fee despite considerable effort, the City ultimately chose to <i>terminate</i> negotiations with Vanir and initiate negotiations with Akana – the second ranked firm. (<i>in accordance with RCW 39.80.050</i>) The City is confident, based upon Akana’s qualifications and work experience, that they are well-suited to assist the City with this particular project.</p> <p>Akana will provide staff augmentation to the City during a period in which a number of large capital improvement projects will be under construction concurrently. As such, Akana’s role will be to serve as an extension of the City’s CM team – helping to coordinate with the City’s contractor, confront and overcome constructability issues as they arise, provide document controls, and evaluate updates to the contractor’s CPM schedule. To ensure a seamless transition from design into construction, Akana will retain the City’s designer of record, BHC, as a sub-consultant. BHC will provide support in the review of technical submittals, response to contractor requests for information (RFI’s), and preparation of change orders.</p> <p>It is staff’s opinion that the negotiated fee is fair and consistent with industry standard for the type of work at hand. Furthermore, Akana has a proven track record working on complex projects throughout the region. In light of this, staff is therefore confident that the City would be well-served by Akana for this particular project, and recommends that Council authorize the Mayor to sign and execute this PSA with Akana.</p>	

<p>RECOMMENDED ACTION:</p> <p>Staff recommends that Council authorize the Mayor to sign and execute the attached Professional Services Agreement with Akana, Inc. to provide construction management support services on the WWTP Headworks Retrofit project in the amount of \$449,105.00 including Washington State Sales Tax.</p>

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND AKANA, INC.**

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 Akana, Inc., a corporation in Oregon, organized under the laws of the state of Oregon, located and doing business at 6400 SE Lake Rd., Suite 270, Portland, OR 97222-2129 (“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 upon notice to proceed and shall terminate at midnight on December 31, 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 Four Hundred Forty Nine Thousand Fifty Thousand One Hundred Five Dollars (**\$449,105.00**) 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) 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.)*

_____ 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
Department of Public Works
Attention: Patrick Gruenhagen
80 Columbia Avenue
Marysville, WA 98270

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

AKANA, INC.

Attention: Jeff Faunce
345 118 Ave SE, Suite 130
Bellevue, WA 98005

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 May, 2019.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of May, 2019.

AKANA, INC.

By _____
[Name]
Its: [Title]

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

EXHIBIT A

SCOPE OF SERVICES City of Marysville Wastewater Treatment Plant Headworks Retrofit Project Construction Services

This work will provide construction engineering services for the construction contract to complete the Wastewater Treatment Plant Headworks Retrofit Project (City of Marysville Project No.S1503). These services will include assist in resident engineering, and contract administration required during the construction of the project, as detailed below:

I. INTRODUCTION

The Consultant will perform the following scope of construction services on the Wastewater Treatment Plant Headworks Retrofit Project. The scope of services and associated cost of services are based upon the assumptions outlined below.

Assumptions:

- The accompanying budget for the services detailed below is based on the services of one Part-time assistant resident engineer during a 300 working day or an approximate 15 month construction contract. An increase or decrease in the number of working days affects the time the resident engineer will be required to work on the project.
- Inspection will be performed by the City. No Akana inspector will be required during the 300 working days to correspond with the simultaneous multi-crew construction approach anticipated by the contractor. It is anticipated that this project will be linear in nature and the city will supply full-time inspection for work to be completed within the 300 working day limit.
- The contract administrator will be a part-time position. The contractor administrator will make trips to the field office on a weekly basis to attend meetings and occasional other trips for required coordination between the various participants.
- Mileage: The attached budget numbers reflect travel requirements for project staff. For resident engineer, and administration. The cost for the project will include a partial lease cost for vehicle and mileage as required and indicated in the attached budget.
- A space at the city of Marysville will be provided for Akana as part of this contract and Akana will be allowed use of a copy machine, desk, file cabinet, and other items necessary to facilitate project management, organize project documentation, track progress of the construction and to allow good communication. It is estimated that the office will be available for the duration of the project. Mobile phones will be provided by Akana.

II. DETAILED SCOPE OF WORK

Task 1 – Project Management.

Provide overall project management, coordination with the City, monthly progress reports, and invoicing. This effort will include the following elements.

- 1.1 Organize and layout work for project staff under this agreement. Prepare project instructions on contract administration procedures to be used during construction.
- 1.2 Review monthly expenditures, prepare invoice and submit letter to the City.

(Note: See also Tasks 3 and 4, which include activities that may otherwise be considered project management tasks.)

Task 2 – Preconstruction Services

- 2.1 Preconstruction Conference. The Consultant shall prepare an agenda for, distribute notices of the conference, and will conduct a preconstruction conference in the City's offices. The Consultant's resident engineer, and contract administrator will attend the preconstruction conference. The

contract administrator will prepare a written record of the meeting. The consultant shall also distribute copies of the minutes to all attendees, affected agencies and others as appropriate.

It is also anticipated that up to four (4) "mini pre-con" meetings will be held with the major sub-contractors before their specific work activities begin.

- 2.2 Work with the city Inspector to who is to provide one set of preconstruction photographs to the City.

Task 3 – Construction Services – Field

- 3.1 Provide the services of a part-time resident engineer. City to supply inspectors for pipe, roadway, electrical, and other items, as needed, on the project site who will observe the technical conduct of the construction, including providing day to day contact with the Contractor and the City. By providing such assistance, the Consultant shall assume no responsibility for proper construction techniques and job site safety. The presence of the Consultant's personnel at the construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). The Consultant's personnel shall act in accordance with Section 1-05.1 and 1-05.2 of the current WSDOT Standard Specifications. The Consultant will endeavor to protect all parties against defects and deficiencies in the work of the Contractor(s), but cannot guarantee the Contractors' performance and shall not be responsible for construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the work performed by the construction contractor(s) and any subcontractors.
- 3.2 The city inspector will prepare daily construction reports, utilizing report forms approved by the City, detailing the contractors operations performed for each day the Consultant is on site; measure the quantities of materials installed, log equipment used, workers on site and other items.
- 3.3 The city inspector and city project manager will decide questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the Contractor, including response to related questions from adjacent property owners and the general public.
- 3.4 The city will prepare field records and documents to help assure the project is administered in accordance with funding requirements.
- 3.5 The city will provide periodic photographs during the course of construction. Photographs to be labeled with date taken and subject matter.
- 3.6 The city will coordinate with the contractor provided surveying.
- 3.7 The city will coordinate with contractor to conduct materials tests/laboratory tests.
- 3.8 Punch list. Upon substantial completion of work, coordinate with the City and other affected agencies, to perform a project inspection and develop a comprehensive list of deficiencies or 'punch list' of items to be completed. This will be issued with the Certificate of Substantial Completion, which will be issued by the Consultant.

Task 4 – Construction Services – Field Office

- 4.1 The city will provide day to day project management. The consultant will assist as liaison with City operations on a regular basis to discuss project issues and status.
- 4.2 Plan interpretations. Provide technical interpretations of the drawings, specifications, and contract documents, and evaluate requested deviations from the approved design or specifications. (Note: Consultation with Engineer of Record (designer) will be facilitated by the City for evaluation of design deviations that may affect performance.)
- 4.3 Weekly meetings. Lead weekly meetings, including preparing meeting minutes and distributing copies of minutes to attendees. Outstanding issues to be tracked on a weekly basis. Contractor to provide a 3-week schedule of upcoming work at each meeting.
- 4.4 Record drawings. Review record drawings prepared by the Contractor.
- 4.5 Monthly Pay Requests. Prepare the first monthly requests for payment, with city administration and review with the City and contractor and approve, as permitted. Utilize City provided format for pay estimates. remainder of pay estimates to be performed by the city.

Task 5 – Submittal Processing

- 5.1 Coordinate review process for shop drawings, samples, traffic control plans, test reports, and other data submitted by the Contractor for compliance with the information required by the contract documents. (Submittals to be transmitted to the Designer (BHC) for their review.)
- 5.2 Forward copies of submittals to the City for their information and review.
- 5.3 Log and track submittals. Provide updates of log to the City on a periodic basis.

Task 6 – Change Orders

- 6.1 Change orders. Assist as directed by the city project manager to develop change orders and provide technical assistance to negotiate the change orders. It is assumed that there will be no more than 2 change orders, totaling up to 30 man-hours per change order. (Note: Change orders that may affect facility performance will be transmitted to the Designer for review and concurrence.)

Task 7 – Engineering Assistance

The services described under this task, and any other additional services requested by the City, will be performed as requested. We have set aside up to 20 hours of labor (as directed by the City) and included the time in this contract. Additional work above these 20 hours will be performed when authorized by the City. Authorization to perform additional services will be in the form of an addendum to this agreement, specifying the work to be performed, projected hours and basis of payment.

- 7.1 Provide any additional services resulting from changes in scope or design of the project due to circumstances beyond the Consultant's control. Changes include, but are not limited to, changes in size, complexity, the schedule, character of construction, or method of financing..

Scope of Work
City of Marysville
Wastewater Treatment Plant Headworks Retrofit Project
BHC Services During Construction

Scope of Work:

- BHC will review submittals as indicated in the attached level of effort. The level of effort assumes BHC review of 64 submittals with a maximum resubmittal rate of 50 percent and no second iteration of submittals (i.e., resubmittal of a resubmittal). Akana will be responsible for maintaining the submittal log, distributing submittals and tracking submittal status.
- BHC will provide responses to requests for information (RFIs) that, after an initial review by Akana, are deemed technical in nature and/or would significantly impact the design and so necessitate a review by the engineer of record. Akana will be responsible for maintaining the RFI log, distributing RFIs and tracking RFI status. It is assumed that up to 50 RFIs will require a response from BHC with an average effort of 3 hours each.
- BHC will provide technical input on proposed or requested change order or force account items. Akana will be responsible for preparing change order and force account paperwork, reviewing pricing, maintaining a log, and distributing/tracking change order and force account items. It is assumed that up to 15 total change order and force account items will require review and input from BHC.
- BHC will assist with preparation of up to 10 field memos that are technical in nature to provide clarification to the Contractor on issues that do not affect Contract time or price and did not originate from the Contractor with an RFI.
- One personnel from BHC will participate in weekly progress meetings via teleconference on an as needed basis. Akana will provide adequate notice to coordinate BHC's participation. It is assumed the BHC will participate in 24 meetings via teleconference throughout the duration of construction and BHC's participation in each meeting will not exceed 1-hour in duration.
- BHC's structural engineer of record will conduct up to 4 site visits to review structural work and prepare a subsequent stamped and signed observation report for submittal to the City, as necessary and required by the City Building Department.
- One personnel from BHC will attend the pre-construction meeting. The duration of the meeting is assumed to be 3-hours. Budget includes time for travel.
- One personnel from BHC will visit the site quarterly to review progress. The duration of the site visit is assumed to be 3-hours. Budget includes time for travel and a brief e-mail summary capturing important observations and discussions.
- One personnel from BHC will attend up to three additional site visits to deal with specific construction issues that are time sensitive and cannot be resolved remotely. The duration of the site visit is assumed to be 3-hours. Budget includes time for travel and a brief e-mail summary capturing important observations and discussions.
- BHC will provide technical assistance pertaining to startup of the equipment and integration with the overall operation of the WWTP, including review of startup plans prepared by the Contractor. 52 man-hours are budgeted to provide assistance during startup including additional site visits, travel time, meeting time, review of documents and preparation of correspondence.

Scope of Work
Marysville Headworks Retrofit
Landau Associates, Inc. Special Inspection Services

Project Understanding

Landau Associates, Inc. (LAI) understands that the City of Marysville (City) Headworks Retrofit Project (project) consists of the following three phases:

- Phase 1: Filling of the lagoon and preloading designated areas, replacing the flume manhole, and installing temporary bypass piping.
- Phase 2: Selective demolition and improvement of the existing headworks, including mechanical, electrical, and instrumentation improvements.
- Phase 3: Installation of the overflow trench box, overflow pipeline, and washer/compactor; removal of temporary bypass piping and preload fill; and placement of crushed surfacing.

In developing the initial level of effort (LOE) estimate, LAI has assumed limited site visits for construction observation as described below. LAI understands that the contractor's materials testing firm will provide field quality control of fill placement, and that the City's representative will provide quality assurance for fill placement. LAI assumes the majority of geotechnical special inspection will occur during the following activities:

- Filling of the lagoon and preload placement (Phase 1).
- Subgrade preparation for new structures (Phase 1 and Phase 3).

Proposed Scope of Services

LAI's scope of work is limited to the following tasks:

- (1) Review project plans, respond to requests for (geotechnical) information (RFIs), and review geotechnical-related contractor submittals.
 - LAI has assumed review of three submittals and three RFI's.
- (2) LAI assumes meeting attendance will consist of the following:
 - One in-person meetings in Marysville by a geotechnical engineer.
 - Three conference calls by a geotechnical engineer.
- (3) Visit the site when contacted by the City or its authorized agents and perform geotechnical special inspections. We will observe construction sequencing, subsurface conditions and confirm earthworks are commensurate with our recommendations (and the project plans and

specifications), and provide supplemental recommendations as necessary. LAI assumes that site visits will be performed by a staff engineer-in-training or technician. Specifically, LAI assumes inspections are limited to the following visits:

- Lagoon fill placement below water (one day visit during initial placement to observe effectiveness/quality of contractor's construction method).
- Preload fill placement and settlement monitoring system (one ½-day visit to observe preload coverage and adequacy of settlement monitoring system).
- Four ½-day visits to observe foundation subgrades.
- LAI assumes one daily field report per site visit. Daily field reports will summarize our observations and document the geotechnical recommendations provided.

(4) Review preload settlement monitoring data and provide recommendations regarding duration of preload.

Table 1 (attached) details the estimated level of effort for each proposed scope item

Assumptions

- Site visits are limited to those identified above. LAI will be notified at least 2 business days prior to a required site visit.
- LAI's deliverables for the project are limited to 6 daily field reports, responses to the RFI's and contractor submittals, and a summary email regarding preload settlement. All deliverables will be provided in the body of an email or electronically as pdfs.
- LAI is not responsible for quality control or quality assurance of fill placement.
- Miscellaneous review of the contractor's material testing firm's field reports and/or contractor change orders will count toward the Task 1 budget, and may reduce the overall number of RFIs or contractor submittals LAI can review. Additional budget would be required in order to review all geotechnical field reports for the project.

CLIENT Name: City of Marysville
 PROJECT Description: Marysville WWTP budget
 Proposal/Job Number: _____ Date: 4/28/2019

Marysville Projects

January 3, 2019 Rates

January 3, 2019 Rates	Jeff Faunce	Carl Neagoy	Randi Mahlum	Proj. Manager	Mindy Cory	qa/qc/cqap	Asst. Cxt	Designer	CAD	Admin. Assst.	#0	Total	AKANA	AKANA	AKANA	BHC	Landau	CZE	CZE	CZE	Total Expenses	Total Labor + Expenses	
Classification:												Hours	Total Labor Fees	OH @ 127%	Fixed Fee @ 30%	Sub Fees	Sub Fees	Sub Markup 5%	ODCs Fees	ODCs Markup 5%		Fees	
Hourly Rate:	\$85	\$50	\$30		\$40																		
Task 100 - preconstruction services																							
Preconstruction services	24		24		24							72	\$3,720	\$4,716	\$1,116				\$0		\$0	\$5,832	\$9,552
constructability review													\$0	\$0	\$0				\$0		\$0	\$0	\$0
value engineering													\$0	\$0	\$0				\$0		\$0	\$0	\$0
project cost estimating	0											0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
Task 100 - Subtotal	24	0	24	0	24	0	0	0	0	0	0	72	\$3,720	\$4,716	\$1,116	\$0	\$0	\$0	\$0	\$0	\$0	\$5,832	\$9,552
Task 200 - Construction Services Field office																							
mtg min. All logs, cert payrolls	16	0	600		80							696	\$22,560	\$28,599	\$6,768				\$0		\$0	\$35,367	\$57,927
BHC												0	\$0	\$0	\$0	\$193,737		\$9,687		\$0	\$203,424	\$203,424	
												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
Task 200 - Subtotal	16	0	600	0	80	0	0	0	0	0	0	696	\$22,560	\$28,599	\$6,768	\$193,737	\$0	\$9,687	\$0	\$0	\$238,791	\$261,351	
Task 300 - Construction Services Field																							
field CM services	600											600	\$51,000	\$64,653	\$15,300				\$0	\$13,650	\$683	\$94,285	\$145,285
Landau												0	\$0	\$0	\$0		\$23,475	\$1,174		\$0	\$24,649	\$24,649	
Task												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
Task												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
Task 300 - Subtotal	600	0	0	0	0	0	0	0	0	0	0	600	\$51,000	\$64,653	\$15,300	\$0	\$23,475	\$1,174	\$13,650	\$683	\$118,934	\$169,934	
Task 400 - materials																							
materials												0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
Task												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
Task												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
Task 400 - Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 500 - Project Completion																							
closeout	20		24		20							64	\$3,220	\$4,082	\$966				\$0		\$0	\$5,048	\$8,268
Task												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
Task												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
Task												0	\$0	\$0	\$0				\$0		\$0	\$0	\$0
Task 500 - Subtotal	20	0	24	0	20	0	0	0	0	0	0	64	\$3,220	\$4,082	\$966	\$0	\$0	\$0	\$0	\$0	\$5,048	\$8,268	
All Phases Total	660	0	648	0	124	0	0	0	0	0	0	1432	\$80,800	\$102,050	\$24,150	\$193,737	\$23,475	\$10,861	\$13,650	\$683	\$369,605	\$449,105	

EXHIBIT B

Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants:

BHC Consultants

Landau Associates

OR

There are no approved subcontractors or subconsultants.