


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE:

AGENDA ITEM:	
Professional Services Agreement with Gray and Osborne, Inc. for Design of the Historic Downtown Green Retrofit	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton	
DEPARTMENT:	
Public Works / Engineering	
ATTACHMENTS:	
Professional Services Agreement, Vicinity Map	
BUDGET CODE:	AMOUNT:
40250594.563000, D1803	\$244,615.00
SUMMARY:	

The City advertised a Request for Proposals on February 9th, 2019, requesting that firms submit written proposals stating their qualifications to provide consultant services related to this project. The City received proposals from three (3) firms and selected Gray and Osborne, Inc. as the most qualified firm for the project.

This project proposes to design surface water, roadway, pedestrian and utility improvements, similar to those constructed on 1st and 3rd Street previously, at two new locations. The first location is Cedar Avenue between 1st Street and 4th Street. The second location is 2nd Street between Columbia Avenue and 47th Avenue.

The attached Professional Services Agreement (PSA) will provide the City with survey, a site analysis, geotechnical analysis, conceptual design, environmental permitting support, a pre-design report, and 90% plans and specifications. It is the staff's opinion that the negotiated fee of \$244,615.00 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 Gray & Osborne, Inc. as it relates to this project.

The design of this project is funded in full by Washington State Department of Ecology funds.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement for the Historic Downtown Green Retrofit project with Gray and Osborne, Inc. in the amount of \$244,615.00.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND GRAY AND OSBORNE, 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 Gray and Osborne, Inc., a corporation licensed to do business in Washington State, organized under the laws of the state of Washington, located and doing business at 1130 Rainier Avenue South, Suite 300, Seattle, WA 98144 (“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 May 20th, 2019 and shall terminate at midnight on May 20th, 2021. 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 Four Thousand Six Hundred Fifteen U.S. Dollars and Zero Cents (**\$244,615.00**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT’S OBLIGATIONS.

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

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

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

4.3 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

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

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

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

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

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

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

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

4.5 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

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

_____ (City Initials)

 (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

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

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

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

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

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

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

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

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

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

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

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

4.9 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

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

4.10 EMPLOYMENT.

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

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

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

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

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

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

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

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

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

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

4.13 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

4.14 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

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

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

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE

Adam Benton
80 Columbia Avenue
Marysville, WA 98270

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

GRAY AND OSBORNE, INC.

Michael Johnson, P.E.

1130 Rainier Ave. S., Suite 300

Seattle, WA 98144

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.

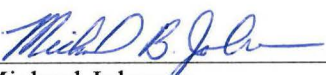
DATED this _____ day of _____, 2019.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 2019.

GRAY AND OSBORNE, INC.

By  _____
Michael Johnson
Its: President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

EXHIBIT A

SCOPE OF WORK

CITY OF MARYSVILLE HISTORIC DOWNTOWN GREEN RETROFIT PROJECT

PROJECT UNDERSTANDING

The City of Marysville is seeking professional services to assist with the planning, permitting, and design of various roadway and utility improvements in the Historic Downtown area, specifically focusing on Cedar Avenue and 2nd Street. This scope assumes design of efforts will focus on Cedar Avenue between 1st Street and 4th Street and along 2nd Street between Columbia Avenue and 47th Avenue NE. The right-of-way along both Cedar Avenue and 2nd Street is generally 70 feet wide. Currently, Cedar Avenue has two travel lanes and parallel parking along most of the route. Sidewalks are located along the western side of the right-of-way. Minimal planter strips exist throughout. 2nd Street also has two travel lanes with on-street (angled and parallel) parking located along the corridor. The City wishes to promote these areas as pedestrian-friendly regions that allow for traffic calming devices such as bulb-outs and traffic circles while also providing water quality treatment for runoff.

The design is being funded by the Washington State Department of Ecology's Grant Program and therefore, great emphasis will be placed on providing water quality treatment and enhancing runoff from the sites. As part of the grant program, the City shall implement facilities that provide infiltration, filtration, and/or transpiration. Overall, flooding is currently not a concern within the project area. Due to the proximity and direct connection of the sites to downstream areas, flow control will not be necessary. Gray & Osborne will also work with the City to incorporate lessons learned from the 1st Street and 3rd Street projects in terms of design, construction, and maintenance considerations.

The scope for the project as a whole will include the following.

DESIGN

Task 1 – Project Management and Oversight

Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members.

- A. Provide overall project management and oversight services, to include:
 - Procure sufficient staff resources to dedicate to the project.
 - Prepare and execute subconsultant contracts.

- Manage subconsultant work.
- Manage and control project budget and schedule.
- Manage and provide monthly progress reports and invoices.

Task 2 – Surveying

Obtain vertical and horizontal control necessary for design of the project. Obtain pertinent topographical information to include identifying existing and obvious utilities and pertinent topographical features to facilitate design of the project. Work also includes identifying existing right-of-way lines on Cedar Avenue and 2nd Street and all intersecting public rights-of-way (streets and alleys). It will not include establishment of property lines.

- A. Research and acquire public records of survey, plat maps, assessor maps, and related survey data as may be available from public agencies (County and City). This work includes researching and identifying property owners (of record at County Assessor’s Office) and addresses of property.
- B. Establish vertical and horizontal control on the City’s adopted datum for survey and mapping at a scale of not more than 1 inch equals 20 feet (horizontal) and 1 inch equals 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
- C. Acquire supplemental topographical survey of the sites (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, etc., in sufficient detail to support an adequate level of design.
- D. Map survey data and show pertinent topographical features and existing property lines within the project limits.

Task 3 – Utility Data Acquisition

Acquire record drawings and/or as-built information from the City or utility purveyors as necessary that depict services in the project corridor.

- A. Review data provided by the City and incorporate into project design as may be applicable.
- B. The City will be asked to locate and mark existing utilities prior to project survey. This information will be picked up by our survey crew and incorporated into the project base map.

Task 4 – Geotechnical Investigation and Report

Conduct field explorations on Cedar Avenue and 2nd Street to determine design recommendations to support the proposed stormwater facilities and asphalt work as well as establishing groundwater levels and character of subsurface material. This task will culminate in the preparation of a final Geotechnical Report.

- A. Perform a geotechnical analysis (Kleinfelder – geotechnical subconsultant) to determine existing subsurface conditions. A total of up to four test borings (15 feet deep) will be reviewed and analyzed in and along the project corridor. The geotechnical subconsultant will notify the 1-CALL service. Install 2-inch-diameter piezometers with data loggers in up to two locations (20 feet deep) for groundwater level monitoring over the winter months.
- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Infiltration tests will be conducted within the laboratory. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests (such as cation exchange capacity) will be performed on an as-needed basis, based on the types of soils encountered. This scope assumes one small-scale pit test if deemed necessary depending upon laboratory results and/or field data.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the potential foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for pavement and structures.
- D. Report – Kleinfelder will prepare a draft report which will be submitted to the City by Gray & Osborne. The draft report will summarize the results of the geotechnical study and include a site map with approximate test locations, descriptions of surface and subsurface conditions (soil and groundwater), design parameters, and earthwork recommendations. Gray & Osborne will submit one copy of the draft report to the City for its review. Our subconsultant will revise the draft report to address review comments provided by the City and/or Gray & Osborne. Gray & Osborne will submit one electronic copy of the signed and stamped final report to the City.

Task 5 – Prepare Predesign Report (Technical Memorandum)

Prepare a Predesign Report (or technical memorandum) summarizing the project understanding, design criteria, regulatory requirements, and general design guidelines and standards which govern the project design. The memorandum will analyze the feasibility of various LID or water quality facility element alternatives along with the analysis of methods to improve safety along the roadway. The LID and water quality elements will follow the guidance of the 2012 Washington State Department of Ecology *Stormwater Manual for Western Washington*, as amended in 2014.

- A. Prepare a written technical memorandum (letter report) summarizing the project understanding, grant requirements, project sites, design alternatives including LID and water quality facilities, pertinent design criteria such as sizing of the facilities, regulatory requirements, and general design guidelines and standards which govern the project design. The memorandum will incorporate input from staff regarding the intended aesthetics and water quality goals for the sites. Consideration of the use of available grant funds to construct improvements will be incorporated as well.
- B. Submit the technical memorandum to City staff and solicit comments and/or clarifications. A meeting will be held with City staff to discuss the alternatives presented in the draft technical memorandum. We will incorporate all relevant review comments into the memorandum and will issue the final memorandum to the City and Ecology for their review. The final memorandum will state the recommended alternative for design.

Task 6 – Design Plans, Specifications, and Cost Estimates

Prepare 30, 60, and 90 percent project design plans and/or renderings of the recommended alternative. These plans and renderings will be available for City review and use at Council workshops, staff meetings, and stakeholder meetings if necessary. Specifications and cost estimates of the project representing 60 and 90 percent design efforts will also be prepared for City review and comment. Specifications will be prepared in WSDOT format. Ninety percent design plans will be submitted to Ecology for their review after the City's review of the documents is completed and all comments have been addressed.

Subtask 6.1 – Thirty Percent Design Level

- A. A meeting will be held with City staff and the landscaping consultant to discuss potential landscaping ideas to be included within the plan set.
- B. For the 30 percent plans, we will prepare the alignment, profile, and typical cross sections illustrating the proposed improvements. These

proposed improvements will be designed on the base map developed from the project survey.

- C. Calculate preliminary bid quantities and prepare a preliminary construction cost estimate.

Subtask 6.2 – Sixty Percent Design Level

- A. The 60 percent plans will be provided in a City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.
- B. Prepare project specifications in WSDOT format referencing the 2018 *Standard Specifications for Road, Bridge, and Municipal Construction*. Specifications to include the City's standard front specifications as updated with project-specific information by Gray & Osborne. Gray & Osborne will also create the technical specifications.
- C. Update bid quantities and prepare a preliminary construction cost estimate.

Subtask 6.3 – Ninety Percent Design Level

- A. The 90 percent plans will be provided in a City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.
- B. Update project specifications in WSDOT format referencing the 2018 *Standard Specifications for Road, Bridge, and Municipal Construction*. Specifications to include the City's standard front specifications as updated with project-specific information by Gray & Osborne. Gray & Osborne will also create the technical specifications.
- C. Update bid quantities and prepare a preliminary construction cost estimate.

Task 7 – Public Meeting Assistance

Provide assistance with visuals necessary for City staff to portray project concepts and/or plans with stakeholders.

- A. If requested, Gray & Osborne will assist the City by preparing exhibits intended to provide information to the community regarding the alternatives available. This scope assumes 12 hours toward these efforts.

Task 8 – Permitting

Provide permitting assistance to the City in relation to the project.

- A. Gray & Osborne will prepare the SEPA checklist for the project. The City is intended to review this checklist and will prepare a SEPA determination prior to the project being constructed. All other permitting documentation is assumed to be handled by City staff.

Task 9 – Quality Assurance/Quality Control

Provide quality control to ensure delivery of accurate plans, specifications, and cost estimates.

- A. Oversee four, in-house, quality assurance/quality control (QA/QC) meetings at Gray & Osborne’s office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired). Meetings are to take place at the following levels:
 - Thirty Percent Design
 - Sixty Percent Design
 - Ninety Percent Design
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

Task 10 – Cultural Resources Investigation (Optional)

Provide a cultural resources investigation in the field, should it be deemed necessary by the Department of Ecology or other State agency after review of preliminary cultural resource documentation submitted by City staff.

- A. Design and implement a subsurface testing program for cultural resource assessment purposes.
- B. Prepare a cultural resources survey report in compliance with tribal, federal, and/or state regulations.

SCHEDULE

The City desires 100 percent project plans to be done by September 2020. Based upon this, we anticipate the following schedule:

30 Percent Design Effort/Pre-design Report	September 1, 2019
60 Percent Design Effort	December 1, 2019
90 Percent Design Effort	February 1, 2020

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work is set forth in Exhibit A. This amount will not be exceeded without prior written authorization of the City.

DELIVERABLES

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

1. An electronic copy of the final geotechnical report.
2. Technical memoranda:
 - a. One electronic copy in PDF format.
3. One electronic copy (PDF) of full-scale drawings at 30, 60, and 90 percent design effort levels.
4. One electronic copy (PDF) of project specifications and cost estimate at 60 and 90 percent design effort levels.

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This scope of work and the resulting maximum amount payable are based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (2 weeks) review of all submittals.

2. This scope of work assumes that the City will provide Gray & Osborne with relevant capacity requirements and record drawings of existing utility infrastructure along the project alignment as may be available and/or pertinent to the project.
3. With the exception of the SEPA checklist, the City will address all permitting needs associated with this project including all preliminary cultural resources documentation including the 05-05 Ecology form and the Inadvertent Discovery Plan.

EXHIBIT A - (Continued)

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Marysville - Historic Downtown Green Retrofit Project

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Project Management and Oversight	36	24				
2 Surveying		8	12	16	40	80
3 Utility Data Acquisition		2	4			
4 Geotechnical Investigation and Report		4	16			
5 Prepare Predesign Report (Technical Memorandum)	8	60	80			
6 Design Plans, Specifications, and Cost Estimates						
6.1 30% Design Level	12	116	120	20		
6.2 60% Design Level	10	90	90	18		
6.3 90% Design Level	10	90	90	14		
7 Public Meeting Assistance			4	8		
8 Permitting			2			
9 Quality Assurance/Quality Control	12	12	12	4		
10 Cultural Resources Investigation (Optional)			2			
Hour Estimate:	88	406	432	80	40	80
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$119 to \$190	\$113 to \$145	\$48 to \$126	\$113 to \$145	\$166 to \$213
Estimated Fully Burdened Billing Rate:*	\$160	\$160	\$140	\$100	\$140	\$200
Fully Burdened Labor Cost:	\$14,080	\$64,960	\$60,480	\$8,000	\$5,600	\$16,000

Total Fully Burdened Labor Cost:	\$ 169,120
Direct Non-Salary Cost:	
Mileage & Expenses (mileage @ current IRS rate)	\$ 300
Printing	\$ 1,000
Subconsultants:	
Geotechnical [Kleinfelder]	\$ 27,000
Landscaping [The Watershed Company]	\$ 33,250
Cultural Resources - Optional [Equinox Research Consulting Intl.]	\$ 7,200
Subconsultant Overhead (10%)	\$ 6,745
TOTAL ESTIMATED COST:	\$ 244,615

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

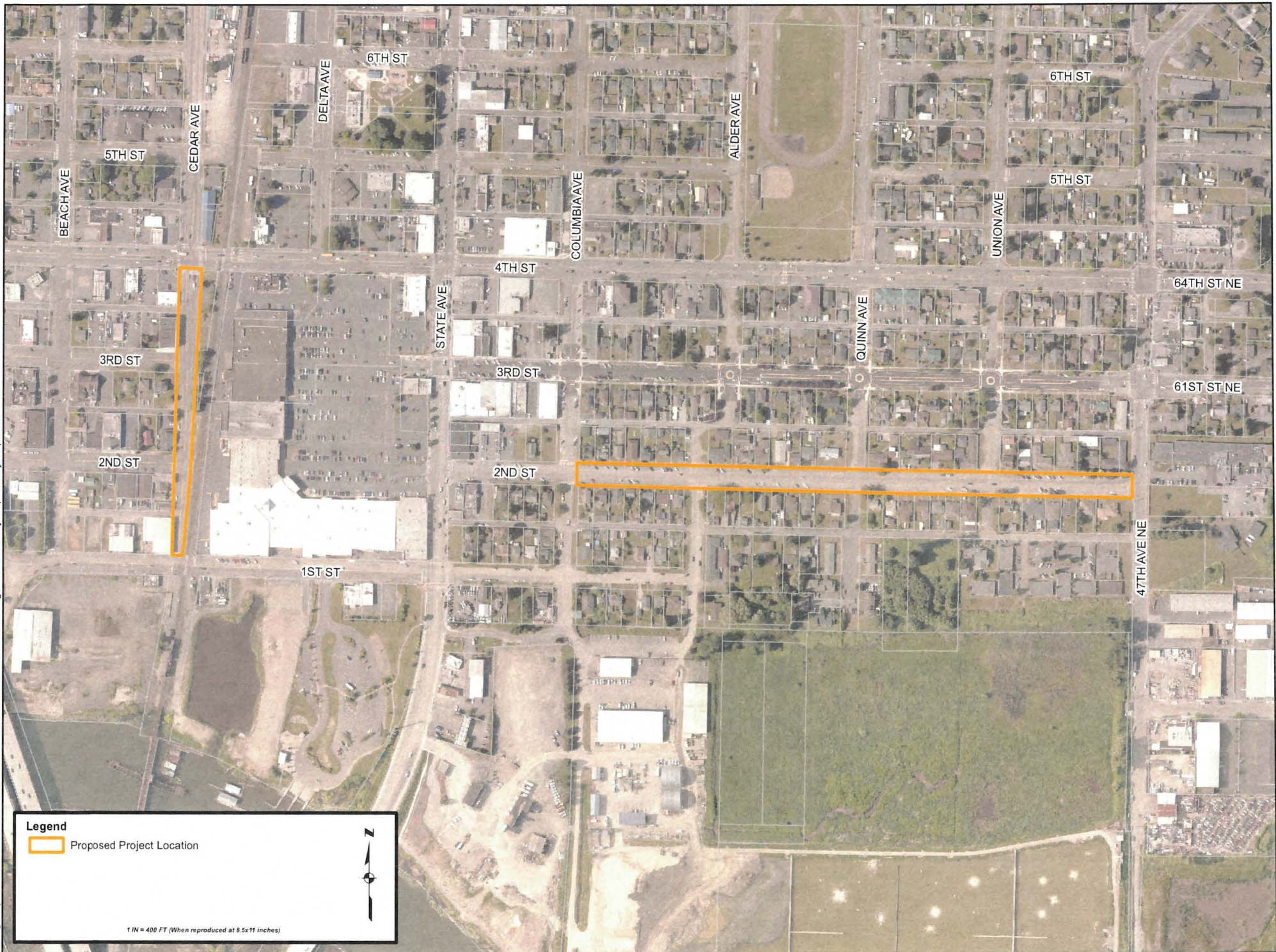
EXHIBIT B
Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants:

PanGeo Inc. (Geotechnical Services)

The Watershed Company (Landscaping Design Services)

Equinox Research Consulting Intl. (Cultural Resources) - Optional



Item 8.25
HISTORIC DOWNTOWN GREEN RETROFIT - PROPOSED PROJECT LOCATIONS