


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: November 8, 2021

AGENDA ITEM:	
Professional Services Agreement with PH Consulting, LLC for Engineering Design Services Associated with the Quiet Zone Project	
PREPARED BY:	DIRECTOR APPROVAL: 
Jeff Laycock, Director of Engineering and Transportation Services	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE:	AMOUNT:
30500030.563000, R2101	\$235,501.35
SUMMARY:	

The City desires to establish a quiet zone at railroad crossings within the City. If the train horns were silenced, this would promote a better environment and significantly reduce the noise interruptions through the day and night. To date, City staff have completed an early evaluation to implement a quiet zone and conducted a diagnostic team meeting with key stakeholders including BNSF, FRA and WUTC. These stakeholders provided guidance and input on the next steps required to establish a quiet zone.

The next level of effort, as demonstrated in the attached scope of work, will include further refinement of conceptual design alternatives at each crossing, cost estimates and recommended next steps such as risk analysis, project phasing and estimated schedules. At this time, the City's priority is to establish a quiet zone within the Downtown, which would require the quiet zone to span from 1st Street to 88th St NE. Additional effort is required to advance design to at least 30% for 6 crossings (1st, 4th, 8th, Grove, 80th and 88th), at which point, plans would be submitted to BNSF for review and comment.

In order to advance this level of effort, City staff advertised a Request for Proposals in May 2021. The City received one proposal from PH Consulting, LLC. The consultant's resume includes prior work with local agencies on quiet zone and railroad crossing projects such as establishing quiet zones within the City of Bellingham and Tacoma, a feasibility study for the City of Monroe, and a grade crossing improvement with wayside horn for the City of Mount Vernon. The attached Professional Services Agreement (PSA) will provide the City with the services needed to advance the quiet zone project.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement with PH Consulting, LLC for Engineering Design Services Associated with the Quiet Zone Project in the amount of \$235,501.35.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the agreement.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND PH CONSULTING, LLC**

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 PH Consulting, LLC, a limited liability corporation and licensed in Washington, organized under the laws of the state of Washington, located and doing business at 913 Martin Luther King Jr Way, Suite A, Tacoma, WA 98405 (“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 as issued by the City and shall terminate at midnight on December 31, 2022. 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 Thirty Five Thousand Five Hundred One Dollars and Thirty Five Cents (\$235,501.35)** 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

Jeff Laycock

80 Columbia Ave

Marysville, WA 98270

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

PH CONSULTING, LLC
Pablo Para
913 MLK Way Jr Way, Suite A
Tacoma, WA 98405

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

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

6.3 DISPUTES. The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

6.5 SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

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

6.6 NONWAIVER. A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

6.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

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

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

6.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 20_____.

PH CONSULTING, LLC

By _____
Pablo Para
Its: Principal

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

Project Name: Marysville Quiet Zone Project
Job #: 21-008
Date: October 5, 2021

Project Description

PH Consulting (“PH”) will provide management, analysis, and engineering services for the City of Marysville’s Quiet Zone Improvement Project (“Project”) covering 24 existing public and private grade crossings. The project generally consists of developing conceptual layouts for 16 grade crossings and preliminary 30% design documents for the designated “First Phase” locations consisting of eight grade crossings along the BNSF Railway corridor and a new HAWK Beacon Crossing. PH’s core teaming partners on this project include The Blueline Group, LLC (“Blueline”), Axis Survey (“Axis”), and Alfred Benesch & Co (“Benesch”). These firms are collectively referred to as our “Team” throughout this proposal. Our Team will also coordinate with City, Project stakeholders, regulatory agencies, permitting agencies, and provide community engagement as necessary. Future services include final design, processing Quiet Zone applications and approvals, assisting in BNSF Railway negotiations, UTC Petition processing, Right-of-Way acquisition services, environmental permitting services, bidding services and construction management. Additional sub-consultants may be added to Team as needed to support future phases and specialties.

Task Summary

Task 001	Project Management	Task 007	60%, 90%, Final Design (Future)
Task 002	Survey Services	Task 008	Agency Permitting (Future)
Task 003	Review QZ Documents	Task 009	Bidding & Award Services (Future)
Task 004	Alternatives Evaluation	Task 010	Construction Management (Future)
Task 005	Council Review Support	Task 011	Management Reserve
Task 006	30% Preliminary Design		Expenses

Project Schedule

Our Team shall begin work immediately upon receipt of Notice to Proceed and proceed according to the attached Project Schedule. This schedule reflects the City’s desire to complete construction in 2024. Key dates include:

Notice to Proceed	November 2021
Topo Survey	December 2021
Review Existing QZ Documents	December 2021
Alternatives Evaluation	February 2022
Council Review.....	April 2022
30% Design Submittal	June 2022
Stakeholder Review	June 2022
Regulatory/Stakeholder Review	August 2022
Contract End Date	December 31, 2022
<u>Future Phases Requiring Supplement</u>	
Final Design Submittal	December 2023
Bidding & Award	February 2024
Construction Begins	Spring 2024



Scope of Work

PH's scope of work for the project is outlined on the following pages.

Task 001 Project Management

Fee: Hourly Rate/NTE

This task is for general coordination and meetings on the project, including plan review/discussion meetings, in-house quality assurance, coordination with subconsultants, etc. PH will prepare monthly invoices for work performed during the previous month. This will also include bi-weekly meetings between the Project Manager and the City with attendance by other team members as necessary. (Phone calls every two weeks with PM/City and monthly or bi-monthly between other team members depending on work being completed.)

ASSUMPTIONS & EXCLUSIONS

The scope and fee for this task includes the following assumptions and exclusions:

- City has existing design review agreement with BNSF Railway.
- Quiet Zones will be evaluated and implemented in a minimum of two segments. (Mainline and Spur)
- City has determined Wayside Horns are not preferred solution.

Task 002 Survey Services

Fee: Hourly Rate/NTE

Axis will provide Topographic survey for the First Phase project areas to include the rail crossings, adjacent properties, parallel and adjacent street surface improvements at the following seven locations:

1. 1st Street Crossing, at Cedar Ave (DOT 084630B)
2. 4th Street (SR 528) Crossing, east of Cedar Ave (DOT 084640G)
3. 4th Street (SR 528) and Delta Ave Intersection
4. 8th Street Crossing, Between Cedar Ave and Delta Ave (DOT 084644J)
5. Grove Street Crossing, Between Cedar Ave and State Ave (DOT 084646X)
6. 80th Street NE Crossing, at State St (DOT 084647E)
7. 88th Street NE Crossing (DOT 084650M)

AutoCad drawings will be prepared at a scale of 1"=20'. Services will include the following:

- Control survey in NAD 83/11 Horizontal Datum, with all elevations derived from and checked to NAVD 88 Vertical Datum.
- Delineated parcel lines within above-described area as available from title reports, recorded plats and public records further compared to City of Marysville and Snohomish County Parcel GIS lines.
- Set additional elevation benchmarks at each end of each crossing.
- Contract with and coordinate services of private utility locate company to ascertain conductible underground non-City owned utility locations and available as-built records.



- Depict hard and soft surfaces on individual layers per accepted APWA standards.
- Show and dimension located topographic features and contours at 2' intervals.
- Show known utilities as provided by City of Marysville GIS, research of available utility as-built records and as located by utility locators.

ASSUMPTIONS & EXCLUSIONS

The scope and fee for this task includes the following assumptions and exclusions:

- The City will provide necessary right of entry into private property and notice to landowners along the route of mapping activity. The City will provide a copy of the notice to be presented to landowners by Axis.
- Team will coordinate right of entry to BNSF Right of Way and will coordinate for BNSF Flaggers as needed to be present during surveying.
- The City will procure all necessary property title reports and provide to Team.
- Team will coordinate procurement of BNSF Railway right of way maps.
- City will pay all applicable fees/costs.

DELIVERABLES

- AutoCad drawing file with point database and dtm files.

Task 003 Review Quiet Zone Documents

Fee: Hourly Rate/NTE

Task includes collection and review of existing project report, exhibits, documentation, diagnostic meeting notes. Review will include field investigation of existing conditions at each crossing. After review, Team will prepare technical memorandum documenting findings and options/recommendations. If additional alternatives are identified they will be evaluated as part of Task 004, as directed by City.

DELIVERABLES

- Project Review Technical Memorandum

Task 004 Alternatives Evaluation

Fee: Hourly Rate/NTE

Team will review citywide crossings and develop alternative scenarios for implementing two or more quiet zone segments. This task includes developing sketches of proposed improvements, summarizing corresponding QZRI scoring, documenting risks for various options, planning level costs for each scenario, and recommended safety improvements (if any). Alternatives will consider existing configuration as well as full-buildout configuration for the nine First Phase project locations. Potential new public crossing at 84th St NE will not be evaluated in the



design alternatives. Team will coordinate with FRA to determine appropriate approach for future 84th St NE crossing and for review of any proposed ASM's to gain concurrence on scoring assumptions.

DELIVERABLES

- Alternatives Summary Memorandum Including
 - Crossing Alternative Conceptual Layouts
 - Up to 18 First Phase Layouts (two per each First Phase crossing)
 - Up to 16 Layouts (one per each non-First Phase Crossing)
 - QZRI Calculations
 - Planning Level Construction & Maintenance Cost Estimates
 - Recommended Alternative
 - Recommended Next Steps

Task 005 Council Review Support

Fee: Hourly Rate/NTE

Our Team anticipates that general public outreach will not be needed for this project. This task is for providing staff support in preparing exhibits, agenda, memorandum, and other council/committee presentation materials. Services will include:

- Coordination of information efforts with City staff.
- Participation at up to two (2) City of Marysville Council/Committee meetings, times to be determined.

DELIVERABLES

- Presentation material, email responses, and other correspondence as needed.

Task 006 30% Preliminary Design

Fee: Hourly Rate/NTE

Our Team will develop conceptual layouts for 16 public and private crossings and detailed preliminary design plans and estimates for six public and two private grade crossings as part of the assumed First Phase of the Quiet Zone between 1st St and 88th St. Additionally, we will prepare detailed preliminary design and estimate for a new HAWK Beacon Pedestrian Crossing. First Phase project locations plans and estimated will include anticipated ROW acquisition/easement areas. Team will coordinate with First Phase property owners to understand business operations, access needs, solicit input for crossing design alternatives, and incorporate feedback into crossing layout design. Layouts will include all required elements necessary to facilitate City, FRA, BNSF, and WSDOT review. Team will prepare base maps from aerial tiles and Snohomish County/City of Marysville GIS data for the project areas specified below in addition to the base maps prepared under Task 002. The project areas generally include the rail crossings, adjacent properties, and adjacent street surface improvements at the following locations:



BNSF Mainline Crossings

8. Private Crossing, south of 84th St NE (DOT 084648L)
9. Private Crossing, north of 84th St NE (DOT 084649T)
10. Private Crossing, adjacent to 92nd St NE (DOT 084651U)
11. Private Crossing, approximately 97th St NE (DOT 084652B)
12. 104th Street NE, at State Ave (DOT 084653H)
13. 116th Street NE, at State Ave (DOT 084654P)
14. 122nd Street NE, at State Ave (DOT 084657K)
15. Private Crossing, 124th Street, at State Ave (DOT 084658S)
16. 128th Street NE, at State Ave (DOT 084660T)
17. Private Crossing, south of 132nd PI NE (DOT 084661A)
18. 136th Street NE, at State Ave (DOT 084664V)
19. Private Crossing, south of 172nd St NE (DOT 084668X)
20. 172nd Street NE (SR 531), west of 19th Ave NE (DOT 084669E)

BNSF Spur Line Crossings

21. State Avenue 092077P
22. 128th Street NE 092080X
23. 136th Street NE 092081E
24. 51st Avenue NE 092082L
25. 152nd Street NE 092083T

Services under this task will include:

- Coordinating with Directly Affected Property Owners.
- Coordinating with WSDOT Rail and Traffic groups.
- Coordinating Grade Crossing Status with UTC.
- Coordinating design review with BNSF Railway.
- Developing Conceptual layouts showing recommended crossing improvements for 16 public and private grade crossings.
- Developing Detailed 30% Level Preliminary Design Plans for six public grade crossings and two private grade crossings.
- Developing Detailed 30% Level Preliminary Design Plans for HAWK Beacon at 4th St (SR-528) & Delta Ave.
- Developing Preliminary Cost Estimates for each crossing/intersection improvement.
- Evaluating Right-of-Way impacts and costs.

ASSUMPTIONS & EXCLUSIONS

- The scope and fee for this task includes the following assumptions and exclusions:
- Preliminary Design will not include specifications/special provisions, wiring diagrams, electrical details, pole schedules, grading details, profiles, or other final design elements.
- Diagnostic Team Meeting will not be required.
- New Pre-Emption Timing Calculations are not included.



- Grove Street will remain an at-grade crossing and does not consider the City’s plan for an overcrossing at this location.
- BNSF requires 30% plans before providing comment on plans and providing preliminary estimates for BNSF crossing improvements.

DELIVERABLES

- Private Property Owner Communications
- Conceptual Crossing Improvement Layouts (PDF) (16)
- 30% Crossing Improvement Plans (Eight)
- 30% HAWK Beacon Improvements Plans
- 30% Cost Estimates
 - Eight (8) 30% Design Estimates for First Phase Grade Crossings
 - One (1) 30% Design Estimate for HAWK Beacon
 - 16 Conceptual Level Estimates for non-First Phase Grade Crossings

Task 007 60%, 90%, Final Design (Future)

Fee: Hourly Rate/NTE (Estimate TBD)

Detailed final design development scope will be provided as part of future supplement after City and stakeholder review of preliminary plans. Scope may include improvements for one or more crossings as determined by City.

DELIVERABLES

- TBD

Task 008 Agency Permitting (Future)

Fee: Hourly Rate/NTE

This task will include preparation and submittal of applications for known necessary permits and approvals pertaining to this project. We will also provide the appropriate coordination during these processes until the approvals are obtained. It is assumed for budget purposes that the following permits/approvals will be needed for the project:

- WSDOT Channelization Plans
- WSDOT Signal Permit (HAWK Beacon)
- FRA Public Authority Applications
- Quiet Zone Notice of Intent Filing
- UTC Grade Crossing Petitions
- BNSF Railway Construction & Maintenance Agreements



- Snohomish PUD Electrical Service Application

ASSUMPTIONS & EXCLUSIONS

The scope and fee for this task includes the following assumptions and exclusions:

- Any fees associated with the permits are not included and are to be paid by the City.

DELIVERABLES

- TBD

Task 009 Bidding & Award Services (Future)

Fee: Hourly Rate/NTE

Team will provide consultation services during the bidding and award process, including:

- Attend Pre-Bid Conference and address questions from prospective bidders, if necessary.
- Prepare and issue addenda to clarify the construction documents, if necessary.
- Generally assist the City during the bidding process as needed.

ASSUMPTIONS & EXCLUSIONS

The scope and fee for this task includes the following assumptions and exclusions:

- TBD

DELIVERABLES

- TBD

Task 010 Construction Management Services (Future)

Fee: Hourly Rate/NTE

Team will provide construction management services, including:

- TBD

ASSUMPTIONS & EXCLUSIONS

The scope and fee for this task includes the following assumptions and exclusions:

- TBD

DELIVERABLES

- TBD



Task 011 Management Reserve

Fee: Hourly Rate/NTE

This task provides for unanticipated services deemed to be necessary during the course of the Project that are not specifically identified in the scope of work tasks defined above, including additional Community Outreach or Field Survey needed. Funds in this task are not to be used unless explicitly authorized by the City. Fee estimate is based on $\pm 5\%$ of authorized Tasks.

Expenses

Fee: Allowance

This task provides for reimbursement associated with mileage, meetings, plots, and site visits throughout the course of the project.



General Assumptions and Notes

- Scope and fees outlined above are based on the Project Understanding included with this proposal as well as the following information (any changes to these documents may result in changes to the fees):
 - a. Scoping meeting with the City, PH, and Blueline on July 8, 2021.
- PH will not pay any Agency fees on behalf of the City.
- Obtaining any offsite easements (if required) is not included in this proposal.
- The fees stated above do not include reimbursable expenses such as large format copies (larger than legal size), mileage, and plots. These will be billed under a separate task called **EXPENSES**.
- Time and expense items are based on our Team's current hourly rates.
- Electrical plans, structural engineering plans, geotechnical services, new signal timings, WSDOT Channelization plan approval/checklist, and temporary signal design are not included in this scope of work.
- City to prepare SEPA internally if necessary.
- The City will provide all available project traffic data, signal as-built information, traffic signal timing/phasing plans, and Crash records.
- PH reserves the right to move funds between approved Tasks as necessary based on approved scope of work provided the overall budget of Tasks is not exceeded. The City's Project Manager will be notified if funds are shifted.
- If Client requests Team's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Team's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task.



PH Consulting Staff Category	Hours	Rate	Cost
Principal	36	\$ 210.00	\$ 7,560.00
Senior Project Manager	168	\$ 195.00	\$ 32,760.00
Senior Traffic Engineer	136	\$ 180.00	\$ 24,480.00
Project Engineer	96	\$ 160.00	\$ 15,360.00
CAD Designer II	272	\$ 125.00	\$ 34,000.00
Associate Engineer	20	\$ 100.00	\$ 2,000.00
Office Administrator	12	\$ 100.00	\$ 1,200.00
Total Hours	740		\$ 117,360.00

Direct Salary Cost \$ **117,360.00**

Direct Expenses

	Unit	Cost	Total
Traffic Counts		\$ -	\$ -
Reproduction Costs			
Full Sized Copies (Bond)	1	\$ -	\$ -
Reprographics	1	\$ 100.00	\$ 100.00
Travel (Airfare, Hotel)	1	\$ 1,000.00	\$ 1,000.00
Other Expenses (Blueline)	1	\$ 500.00	\$ 500.00
2021 Mileage Rates	1	\$0.56/Mi	\$ 200.00

Sub-Total Direct Expenses \$ **1,800.00**

Subconsultants

Blueline	\$ 44,957.00
AXIS Survey	\$ 43,670.00
Benesch	\$ 16,500.00

Sub-Total Subconsultants \$ **105,127.00**

Sub-Total Project Fee Estimate \$ **224,287.00**

Management Reserve (~5%) \$ **11,214.35**

Total Fee \$ **235,501.35**

Task No.	Task Description	Principal	Senior Project Manager	Senior Traffic Engineer	Project Engineer	CAD Designer II	Associate Engineer	Office Administrator	Sub-consultants	Total
	Hourly Rate	\$ 210.00	\$ 195.00	\$ 180.00	\$ 160.00	\$ 125.00	\$ 100.00	\$ 100.00		
1.0	PROJECT MANAGEMENT									
1.1	Project Coordination	2	12							14
1.2	Project Monitoring, Progress Reporting, & Invoicing		12					12		24
1.3	Project Team Meetings	4	12	8	4	8	4			40
1.4	Subconsultant Management		8							8
	Blueline								\$ 4,334.00	
	Task 1.0 Total Hours	6	44	8	4	8	4	12		86
	Subtotal Task 1.0	\$ 1,260.00	\$ 8,580.00	\$ 1,440.00	\$ 640.00	\$ 1,000.00	\$ 400.00	\$ 1,200.00	\$ 4,334.00	\$ 18,854.00
2.0	SURVEY SERVICES									
2.1	AXIS								\$ 43,670.00	
	Task 2.0 Total Hours	0	0	0	0	0	0	0		0
	Subtotal Task 2.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,670.00	\$ 43,670.00
3.0	REVIEW QUIET ZONE DOCUMENTS									
3.1	Data Collection and Site Review		4	12	8					24
3.2	Evaluate Existing QZ Documents		12							12
3.4	Technical Memorandum	2	8	8						18
	Benesch								\$ 5,500.00	
	Blueline								\$ 3,982.00	
	Task 3.0 Total Hours	2	24	20	8	0	0	0		54
	Subtotal Task 3.0	\$ 420.00	\$ 4,680.00	\$ 3,600.00	\$ 1,280.00	\$ -	\$ -	\$ -	\$ 9,482.00	\$ 19,462.00
4.0	ALTERNATIVES EVALUATION									
4.1	Develop & Analyze QZ Options/Alternatives	4	12	24		136				176
4.2	QZRI Calculations		4	8	24					36
4.3	Project Cost Estimates		4	8	24		8			44
4.4	Alternatives Technical Memorandum	4	12	8						24
	Benesch								\$ 5,500.00	
	Blueline								\$ 3,982.00	
	Task 4.0 Total Hours	8	32	48	48	136	8	0		280
	Subtotal Task 4.0	\$ 1,680.00	\$ 6,240.00	\$ 8,640.00	\$ 7,680.00	\$ 17,000.00	\$ 800.00	\$ -	\$ 9,482.00	\$ 51,522.00
5.0	COUNCIL REVIEW SUPPORT									
5.1	Council Material/Exhibit Preparation		4	4		8				16
5.2	Council Presentation Support	4	8							12
	Task 5.0 Total Hours	4	12	4	0	8	0	0		28
	Subtotal Task 5.0	\$ 840.00	\$ 2,340.00	\$ 720.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 4,900.00
6.0	30% PRELIMINARY DESIGN									
6.1	Agency/Property Owner Coordination	4	12							16
6.2	Conceptual Crossing Layouts (16)	2	4	8		16				30
6.3	Conceptual Crossing Estimates (16)	2	4	8		4				18
6.4	30% Crossing Layouts (8)	2	8	16		72				98
6.5	30% HAWK Beacon Design	2	4	8	12	16				42
6.6	30% Preliminary Estimates (9)	4	24	16	24	12	8			88
	Benesch								\$ 5,500.00	
	Blueline								\$ 32,659.00	
	Task 6.0 Total Hours	16	56	56	36	120	8	0		274
	Subtotal Task 6.0	\$ 3,360.00	\$ 10,920.00	\$ 10,080.00	\$ 5,760.00	\$ 15,000.00	\$ 800.00	\$ -	\$ 38,159.00	\$ 84,079.00
7.0	60%, 90%, FINAL DESIGN (FUTURE)									
7.1										0
	Task 7.0 Total Hours	0	0	0	0	0	0	0		0
	Subtotal Task 7.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.0	AGENCY PERMITTING (FUTURE)									
8.1										0
	Task 8.0 Total Hours	0	0	0	0	0	0	0		0
	Subtotal Task 8.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9.0	BIDDING & AWARD SERVICES (FUTURE)									
9.1										0
	Task 9.0 Total Hours	0	0	0	0	0	0	0		0
	Subtotal Task 9.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10.0	CONSTRUCTION MANAGEMENT SERVICES (FUTURE)									
10.1										0
	Task 10.0 Total Hours	0	0	0	0	0	0	0		0
	Subtotal Task 10.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	PH TOTAL HOURS	36	168	136	96	272	20	12		722
	TOTAL ALL TASKS	\$ 7,560.00	\$ 32,760.00	\$ 24,480.00	\$ 15,360.00	\$ 34,000.00	\$ 2,000.00	\$ 1,200.00	\$ 105,127.00	\$ 222,487.00

PH Consulting LLC Summary of Direct Labor Costs Effective January 1, 2021-December 31, 2021	
Job Classifications	Maximum Billing Rate
Quality Manager	\$ 225.00
Principal	\$ 215.00
Sr Project Manager	\$ 205.00
Project Manager	\$ 195.00
Senior Traffic Engineer	\$ 185.00
Project Engineer	\$ 175.00
Associate Engineer	\$ 125.00
Assistant Transportation Engineer	\$ 120.00
Senior Construction Manager	\$ 145.00
Construction Manager	\$ 125.00
Construction Inspector	\$ 115.00
Engineering Intern II	\$ 65.00
Engineering Intern I	\$ 50.00
CAD Designer III	\$ 145.00
CAD Designer II	\$ 135.00
CAD Designer I	\$ 115.00
CAD Technician II	\$ 95.00
CAD Technician I	\$ 85.00
Marketing Lead	\$ 105.00
Office Administrator	\$ 110.00
Office Assistant	\$ 85.00
Direct non-salary costs will be billed at actual costs. Subconsultants will be marked up 10%. Direct Mileage will be billed at current approved IRS mileage rate.	

EXHIBIT B

Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.

The Blueline Group, AXIS Survey, Alfred Benesch & Co