


**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: June 13, 2022**

<b>AGENDA ITEM:</b>	
Professional Services Agreement - Strawberry Fields Turf	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> 
Nick Loutsis, Project Engineer	
<b>DEPARTMENT:</b>	
Public Works, Engineering	
<b>ATTACHMENTS:</b>	
Professional Services Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
31000076.563000, P2201	\$109,185.20
<b>SUMMARY:</b>	

Robert W. Droll, Landscape Architect, PS will provide the design at Strawberry Fields Athletic Complex that will include converting field #2 from natural grass to synthetic turf, add new security fencing and bleacher pads.

The attached Professional Services Agreement (PSA) will provide the City with a site analysis, conceptual design, environmental permitting support, final plans and specifications, and bid and construction support services. It is in the staff's opinion that the negotiated fee of \$109,185.20 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 Robert W. Droll, Landscape Architect, PS as it relates to this project.

**RECOMMENDED ACTION:**

I move to authorize the Mayor to sign and execute the Professional Services Agreement for the Strawberry Fields Turf project with Robert W. Droll, Landscape Architect, PS in the amount of \$109,185.20.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND ROBERT W. DROLL, LANDSCAPE ARCHITECT, PS**

**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 Robert W. Droll, Landscape Architect, PS, a Professional Service Corporation, organized under the laws of the state of Washington, located and doing business at 4405 7<sup>th</sup> Ave. SE, STE 203, Lacey, WA 98503 (“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 June 20, 2022 and shall terminate at midnight on December 31, 2023. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **One Hundred Nine Thousand One Hundred Eighty Five and Twenty Cents. (\$109,185.20)** 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)                      HO (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.)*

AD 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**  
Dave Hall  
6915 Armar Road  
Marysville, WA 98270

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

**ROBERT W. DROLL, LANDSCAPE ARCHITECT, PS**

Bob Droll

4405 7<sup>th</sup> Ave. SE STE 203

Lacey, WA 98503

**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 \_\_\_\_\_, 2022.

CITY OF MARYSVILLE

By \_\_\_\_\_  
Jon Nehring, Mayor

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONSULTANT

By Heidi Droll  
Heidi Droll \_\_\_\_\_ (Name)  
Its: Vice President \_\_\_\_\_ (Title)

ATTEST/AUTHENTICATED:

\_\_\_\_\_, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

**EXHIBIT A**  
**Scope of Services**

## Exhibit A

# Scope of Services

## Strawberry Fields Turf

### Scope of Work

This assignment includes the work to be performed by Robert W. Droll, Landscape Architect, PS, (hereinafter RWD) for the Strawberry Fields Turf project (hereinafter Project), for the City of Marysville (hereinafter City). The scope of work includes converting Field #2 at the Strawberry Fields Athletic Complex in Marysville, WA from natural grass to synthetic turf. The converted field will be used for soccer games and practices. The Professional Services covered under this proposal include preparation of 30%, 60%, and 100% Design Submittals, Permitting, and Construction Administration.

### Basis of Proposal

This Scope of Services and Fee Proposal are based upon two site visits, discussions with City's representatives Max Phan and Dave Hall, and review of as-built documents. It is understood that the City would like to convert Field #2 at the complex to synthetic turf in 2023, and convert Fields 1 and 3 at the complex at some time in the future. The City would like to understand what the cost and construction projections for Fields 1 and 3 are now; therefore, RWD will include in their scope of work, preparing a master site plan that includes schematic design, conceptual grading, and a Rough Order of Magnitude (ROM) construction budget.

City has indicated that all three fields have a subsurface drainage system that outfalls into the complex's stormwater detention basin. The scope of services for this work includes building on top of Field 2, leaving the existing drainage system untouched, and providing an additional subsurface drainage system, along with new conveyance piping, to the existing detention basin.

The scope of services will provide design and construction documents for public bid by the City.

### Scope of Services

RWD proposes three (3) progressive design phases (30%, 60% & 100% Design Submittals) with a Client Review at the end of the 30% and 60% Design Submittal. RWD will provide Permitting, Bidding, and Construction Services as defined herein.

#### Task 1 30% Design

##### Task 1.01 Design Survey

Larry Steele & Associates will perform the Design Survey. Refer to Exhibit E for their scope of work. The Design Survey limits are shown in Exhibit C.

**Task 1.02 Geotechnical Report**

GeoEngineers will perform the geotechnical investigations; refer to Exhibit F for their Scope of Work. The field work includes 2 test holes in Field #2; refer to Exhibit C. GeoEngineers will provide site development recommendations and calculate a stormwater infiltration rate. It is assumed the City will provide labor and equipment to excavate test holes, as well as restoration of the disturbed areas.

**Task 1.03 Master Site Plan & ROM Estimate of Probable Costs**

RWD will prepare a Master Site Plan that conceptualizes converting all three fields to synthetic turf. The plan will include a conceptual grading and drainage plan, and a ROM construction cost. The ROM cost will include mobilization, contractor mark-up, taxes, contingency, and escalation to the designated construction year.

RWD will use the master site plan to segment out the improvements necessary for Field 2.

**Task 1.04 City Review**

RWD will meet with the City in person to review the Master Site Plan and ROM cost estimate; and to determine the design direction, progress, and next steps for Field 2 design development.

**Task 1.05 Project Management**

Manage the contractual, scheduling, billing, and timing of project. Manage the coordination of consultants and the execution of the Scope of Services. Communicate with City and Project Team on project design and details.

**Task 2 60% Design****Task 2.01 Title Sheet**

RWD will prepare Title Sheet with Location Map, General Notes, and Abbreviations.

**Task 2.02 Existing Conditions, Demolition, & TESC Plan**

Plans will show existing conditions, features to be demolished/removed, salvaged, and/or protected, along with the erosion control and sedimentation elements to be deployed. Erosion control and sedimentation details will also be provided.

**Task 2.03 Synthetic Turf Field Site & Grading Plan**

The Site Plan will include the materials, dimensions, layout, and field striping for soccer, necessary to define the overall scope of work. The field grading plan will include spot elevations and contours, and will include a modeled surface for use by GPS-actuated equipment.

**Task 2.04 Synthetic Turf Field Subsurface Drainage Plan**

The subsurface drainage plan will define the layout and invert elevations of subsurface components. Subsurface drainage lines will be connected to a new stormwater conveyance system that outfalls into the existing detention pond. RWD will provide stormwater details as required to convey design intent.



**Task 2.05 Storm Report**

Farallon Engineering will coordinate with the City's Engineering Design and Development Standards to review the current drainage code (the 2019 manual will be adopted in June), for guidance on preparing the Drainage Report. Farallon will then prepare the Drainage Report and the Construction Stormwater Pollution and Prevention Plan (C-SWPPP) for submittal to the City by RWD. Farallon and RWD will address comments that may arise from the City's review. Refer Exhibit D for Farallon's scope of work.

**Task 2.06 Site Details**

RWD will prepare details and cross sections to define the scope of work for all synthetic turf field improvements, including curbs, subsurface drainage trenches and connections, synthetic turf section, fencing, paved sideline access and bleacher pads, and shall specify prefabricated bleacher units with installation/anchoring details.

**Task 2.07 Irrigation Modification Plan**

The plan will define the demolition of the existing field irrigation system, and if applicable, salvaging equipment necessary to continue irrigation of the grass around the field perimeter. RWD assumes four, quick coupler valves will be installed at the field perimeter for wash-down and turf maintenance purposes. RWD assumes existing the irrigation system has adequate pressure and capacity to accommodate the system modifications.

**Task 2.08 Project Manual & Technical Specifications**

Prepare Project Manual in CSI format, and shall edit the City's Division 0 and Division 1 documents for project specifics. If those documents are not available, RWD can provide them. RWD will provide bid schedules for all proposed work.

**Task 2.09 Estimate of Probable Cost**

Prepare a detailed itemized list of cost items with ACAD measured quantities for all scope of work items associated with Field 2 improvements. Costs will include mobilization, contractor mark-up, taxes (using the WA Department of Revenue's most recent published sales and use tax rate at the time the estimate is prepared), contingency, and escalation to the construction year.

**Task 2.10 City Review**

RWD will meet virtually with the City to review design direction, progress, and next steps.

**Task 2.11 Project Management**

Manage the contractual, scheduling, billing, and timing of project. Manage the coordination of consultants and the execution of the Scope of Services. Communicate with City and Project Team on project design and details.

**Task 3 Permitting**

Task 3 includes all permitting and project tasks required to obtain the required permits from all regulatory agencies having jurisdiction over the project. It is understood Land Use permitting is not required; therefore, those services are excluded.

**Task 3.01 City of Marysville Permit Services Presubmittal Conference**

Subsequent to the 30% Submittal, RWD will schedule a virtual Presubmittal Conference with the City's Community Development Department to discuss planning and development issues, design standards, stormwater requirements, required permits, and the permitting process.

**Task 3.02 SEPA**

City will prepare, submit, and advertise SEPA. RWD will provide site development quantities and information as needed by City.

**Task 3.03 Construction Permit Preparation & Processing**

Prepare all documentation required for the Site Development permit for RWD-related design work. City will be responsible for processing permits and fee payment. RWD will respond to inquiries. RWD assumes all permits are administratively reviewed and approved; no public hearing is anticipated. This task includes addressing comments for approval and for one (1) resubmittal.

**Task 3.04 Project Management**

Manage the contractual, scheduling, billing and timing of project. Manage the coordination of consultants and the execution of the Scope of Services. Communicate with City and Project Team on project design and details.

**Task 4 100% Submittal**

Task 4 work is the same as Task 3 except the work has progressed to a 100% completion level with the deliverable product being a set of Contract Documents.

**Task 4.10 Quality Control Check & Assemble Bid Documents**

RWD will conduct a thorough review of the contract documents, searching for conflicts, errors and omissions which will be remedied when found. RWD will assemble bid documents for the City to publish for bid.

**Task 5 Bidding**

RWD will conduct the Pre-Bid Conference, prepare Addenda, review bids, and provide a recommendation to help City determine lowest responsible bidder.

**Task 6 Construction Administration**

RWD will observe construction quality, respond to contractor's inquiries, review pay applications, and conduct the following:

<b>Task</b>	<b>Task Description</b>
6.01	Pre-Construction Conference
6.02	Review Submittals, RFI's.
6.03	Review Pay Requests
6.04	Prepare Change Orders and Design Change Notifications (DCN)
6.05	Construction Observation - The City will perform the majority of the day-to-day construction observations. RWD will provide field support as needed up to the hourly amount include in Schedule B.
6.06	Preliminary and Final Punch Lists RWD will conduct one Preliminary and Final Punchlist.
6.07	Prepare Record Drawings (As-Built) in ACAD Format
6.08	Project Management

### **Additional Services, Excluded Services**

Specific items that are not within the scope of work/services include, but are not limited to, the following:

- Wetland limits and wetland buffer delineation.
- Zoning and Land Use-associated permitting and Hearing Examiner reviews.
- Any other scope of work requested that is not specifically identified in the above Tasks shall be considered Additional Services. Prior to completing such additional services, RWD will enter into a contract modification with the City, with the scope of work and fee impacts clearly identified.

### **Professional Fee**

Professional Fees to accomplish the Scope of Services is shown on Exhibit B. RWD will perform the Scope of Services on a Lump Sum Basis and will invoice monthly for work performed.

### **City's Responsibilities**

City shall provide the following information or services as required for performance of the work. RWD assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors and omissions identified therein. Should RWD be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- Bidding Services by City
- Electronic files in ACAD format of existing conditions (if they exists)
- Administrative processing and fee payment for all permitting
- Existing as-built site engineering and utility base information.
- Material Testing and Special Inspections.

# Strawberry Fields Turf

City of Marysville, WA

Date Created 04/21/22

Exhibit B1 - Scope & Fee Proposal for Public Bid

Date Revised 05/12/22

	Task	Subtotal*	Bob Droll, ASLA		Don Campbell, RLA		Landscape Tech		Clerical		Geotech, Survey & Civil*
			hrs.	subtotal	hrs.	subtotal	hrs.	subtotal	hrs.	subtotal	
<b>1.00</b>	<b>30% Design</b>										
1.01	Design Survey	\$ 8,685.00	8	\$ 1,280.00		\$ -	4	\$ 420.00		\$ -	\$ 6,985.00
1.02	Geotechnical Report	\$ 4,950.00		\$ -		\$ -		\$ -		\$ -	\$ 4,950.00
1.03	Master Site Plan & Estimate of Probable Cost	\$ 7,630.50	12	\$ 1,920.00		\$ -	36	\$ 3,780.00		\$ -	\$ 1,930.50
1.04	Owner Review <i>(In-Person)</i>	\$ 2,480.00	8	\$ 1,280.00	8	\$ 1,200.00		\$ -		\$ -	\$ -
1.05	Project Management	\$ 1,500.00	8	\$ 1,280.00		\$ -		\$ -	4	\$ 220.00	\$ -
	<b>Subtotal - Task 1.00</b>	<b>\$ 25,245.50</b>									
<b>2.00</b>	<b>60% Design</b>										
2.01	Title Sheet	\$ 420.00		\$ -		\$ -	4	\$ 420.00		\$ -	\$ -
2.02	Existing Conditions, Demolition, & TESC Plan	\$ 4,140.00		\$ -		\$ -	8	\$ 840.00		\$ -	\$ 3,300.00
2.03	Synthetic Turf Field Site and Grading Plan	\$ 3,720.00		\$ -	8	\$ 1,200.00	24	\$ 2,520.00		\$ -	\$ -
2.04	Synthetic Turf Field Subsurface Drainage Plan	\$ 4,560.00		\$ -	8	\$ 1,200.00	32	\$ 3,360.00		\$ -	\$ -
2.05	Stormwater Report	\$ 4,122.20		\$ -	4	\$ 600.00		\$ -		\$ -	\$ 3,522.20
2.06	Site Details	\$ 3,960.00		\$ -	4	\$ 600.00	32	\$ 3,360.00		\$ -	\$ -
2.07	Irrigation Modification Plans	\$ 1,680.00		\$ -		\$ -	16	\$ 1,680.00		\$ -	\$ -
2.08	Project Manual and Technical Specifications	\$ 1,200.00		\$ -	8	\$ 1,200.00		\$ -		\$ -	\$ -
2.09	Estimate of Probable Costs	\$ 810.00		\$ -	4	\$ 600.00	2	\$ 210.00		\$ -	\$ -
2.10	Owner Review <i>(Virtual)</i>	\$ 1,240.00	4	\$ 640.00	4	\$ 600.00		\$ -		\$ -	\$ -
2.11	Project Management	\$ 4,740.00	8	\$ 1,280.00	16	\$ 2,400.00	8	\$ 840.00	4	\$ 220.00	\$ -
	<b>Subtotal - Task 2.00</b>	<b>\$ 30,592.20</b>									
<b>3.00</b>	<b>Permitting</b>										
3.01	Presubmittal Conference	\$ 1,647.00		\$ -	4	\$ 600.00	4	\$ 420.00		\$ -	\$ 627.00
3.02	SEPA	\$ 420.00		\$ -		\$ -	4	\$ 420.00		\$ -	\$ -
3.03	Construction Permit Preparation & Processing	\$ 2,280.00		\$ -	4	\$ 600.00	16	\$ 1,680.00		\$ -	\$ -
3.04	Project Management	\$ 1,310.00		\$ -	8	\$ 1,200.00		\$ -	2	\$ 110.00	\$ -
	<b>Subtotal - Task 3.00</b>	<b>\$ 5,657.00</b>									
<b>4.00</b>	<b>100% Design</b>										
4.01	Title Sheet	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
4.02	Existing Conditions, Demolition, & TESC Plan	\$ 3,647.50		\$ -		\$ -	2	\$ 210.00		\$ -	\$ 3,437.50
4.03	Synthetic Turf Field Site and Grading Plan	\$ 1,680.00		\$ -		\$ -	16	\$ 1,680.00		\$ -	\$ -
4.04	Synthetic Turf Field Subsurface Drainage Plan	\$ 1,680.00		\$ -		\$ -	16	\$ 1,680.00		\$ -	\$ -
4.05	Stormwater Report	\$ 4,455.00		\$ -		\$ -		\$ -		\$ -	\$ 4,455.00
4.06	Site Details	\$ 1,140.00		\$ -	2	\$ 300.00	8	\$ 840.00		\$ -	\$ -
4.07	Irrigation Modification Plans	\$ 1,140.00		\$ -	2	\$ 300.00	8	\$ 840.00		\$ -	\$ -
4.08	Project Manual and Technical Specifications	\$ 3,600.00		\$ -	24	\$ 3,600.00		\$ -		\$ -	\$ -
4.09	Estimate of Probable Costs	\$ 810.00		\$ -	4	\$ 600.00	2	\$ 210.00		\$ -	\$ -
4.10	Quality Control Check & Assemble Bid Documents	\$ 2,720.00	8	\$ 1,280.00	4	\$ 600.00	8	\$ 840.00		\$ -	\$ -
4.11	Project Management	\$ 3,120.00	8	\$ 1,280.00	8	\$ 1,200.00	4	\$ 420.00	4	\$ 220.00	\$ -
	<b>Subtotal - Task 4.00</b>	<b>\$ 23,992.50</b>									
<b>5.00</b>	<b>Bidding</b>										
5.01	Pre-Bid Conference	\$ 1,200.00		\$ -	8	\$ 1,200.00		\$ -		\$ -	\$ -
5.02	Prepare Addenda	\$ 1,440.00		\$ -	4	\$ 600.00	8	\$ 840.00		\$ -	\$ -
5.03	Recommendation of Award	\$ 300.00		\$ -	2	\$ 300.00		\$ -		\$ -	\$ -

**Strawberry Fields Turf**

City of Marysville, WA

Date Created 04/21/22

Exhibit B1 - Scope & Fee Proposal for Public Bid

Date Revised 05/12/22

	Task	Subtotal*	Bob Droll, ASLA		Don Campbell, RLA		Landscape Tech		Clerical		Geotech, Survey & Civil*
			hrs.	subtotal	hrs.	subtotal	hrs.	subtotal	hrs.	subtotal	
<b>Subtotal - Task 5.00</b>		<b>\$ 2,940.00</b>									
<b>6.00</b>	<b>Construction Administration</b>										
6.01	Preconstruction Conference	\$ 1,200.00		\$ -	8	\$ 1,200.00		\$ -		\$ -	\$ -
6.02	Review Submittals, RFI's	\$ 2,400.00		\$ -	16	\$ 2,400.00		\$ -		\$ -	\$ -
6.03	Review Pay Requests	\$ 1,200.00		\$ -	8	\$ 1,200.00		\$ -		\$ -	\$ -
6.04	Prepare Change Orders and DCN's	\$ 1,200.00		\$ -	8	\$ 1,200.00		\$ -		\$ -	\$ -
6.05	Construction Observation & Weekly Meetings	\$ 7,408.00		\$ -	40	\$ 6,000.00		\$ -		\$ -	\$ 1,408.00
6.06	Preliminary & Final Punchlists	\$ 3,000.00		\$ -	20	\$ 3,000.00		\$ -		\$ -	\$ -
6.07	Prepare Record Drawings in ACAD Format	\$ 630.00		\$ -		\$ -	6	\$ 630.00		\$ -	\$ -
6.08	Project Management	\$ 2,620.00		\$ -	16	\$ 2,400.00		\$ -	4	\$ 220.00	\$ -
<b>Subtotal - Task 6.00</b>		<b>\$ 19,658.00</b>									
<b>Tasks 1.00 - 6.00 Subtotal</b>		<b>\$ 108,085.20</b>									
<b>Direct Expenses</b>		<b>\$ 1,100.00</b>									
<b>Professional Services Fees Total</b>		<b>\$ 109,185.20</b>									

\*Includes 10% Administration mark-up

6302 152nd Street NE  
Marysville, WA 98271

Testholes

Field 1

Field 2

Strawberry Fields Athletic Complex

Field 3

**Exhibit C - Test holes  
& Survey Limits**

**EXHIBIT B**

**Subcontractors/Subconsultants**

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

**Farallon Consulting, L.L.C.**

**Larry Steele & Associates, Inc. Land Surveyors**

**GeoEngineers**

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April 21, 2022

Robert “Bob” W. Droll, PLA, ASLA, ASBA, STC  
President

Robert W. Droll, Landscape Architect, P.S.  
4405 Seventh Avenue Southeast, Suite 203  
Lacey, Washington 98503

## **Exhibit D**

**RE: PROPOSAL FOR CIVIL ENGINEERING AND CONSULTING SERVICES  
STRAWBERRY FIELDS CONVERSION  
6100 152ND STREET NORTHEAST  
MARYSVILLE, WASHINGTON  
FARALLON PN: 2853-001**

Dear Bob Droll:

Farallon Consulting, L.L.C. (Farallon) has prepared this letter to present a scope of work and cost estimate to provide civil engineering and consulting services as a subconsultant for the permitting and construction phases of the proposed City of Marysville (CoM and/or Owner) Strawberry Fields Conversion project at 6100 152<sup>nd</sup> Street Northeast in Marysville, Washington (herein referred to as the Site). This proposal presents a brief description of Farallon’s understanding of the project, a discussion of the scope of work to be completed, and the cost estimate and schedule to conduct the work.

### **BACKGROUND**

The Site consists of Snohomish County Parcel ID 31053400100500, southwest of the intersection of 152<sup>nd</sup> Street Northeast and 67<sup>th</sup> Avenue Northeast. Farallon understands that CoM seeks to convert one of the three existing natural grass fields to synthetic turf. Proposed Site improvements include conversion of the existing field surface to synthetic turf; improvements to Site drainage systems; and associated Site access, utility, grading, and landscaping improvements. The Site is within the Marysville city limits and will be subject to the jurisdictional requirements of CoM.

The total project new and replaced impervious area is estimated to be greater than 2,000 square feet; therefore, the Site will be subject to CoM drainage review requirements. Because the total project disturbed area is estimated to be greater than 1 acre, the project is expected to be subject to Washington State Department of Ecology Notice of Intent and Construction Stormwater General Permit requirements.

### **SCOPE OF WORK**

Based on Farallon’s understanding of the project and the assumptions further detailed below, Farallon proposes to perform the services described below. It is understood that the scope of work may be revised upon completion of initial phases of work, or if the project or the anticipated level of effort changes. The overall scope may increase or decrease accordingly.





## **TASK 1: PROJECT MANAGEMENT AND COMMUNICATIONS**

Farallon will attend and participate in design and project team meetings and telephone calls, and prepare correspondence in support of the project.

## **TASK 2: 30 PERCENT DESIGN PHASE**

### **Subtask 2A: Kickoff Meeting and Site Walk**

Farallon will participate in a kickoff meeting with Robert W. Droll Landscape Architect, P.S. (Client) and a Site walk to review project objectives and requirements.

### **Subtask 2B: Pre-Design**

Farallon will participate in a limited effort to establish an understanding of applicable jurisdictional requirements that reasonably can be anticipated to apply to the project. These efforts will include meetings, correspondence, and/or discussions regarding the project with jurisdiction officials.

Based on review of the applicable project jurisdictional requirements and Site-related information, Farallon will recommend information, tasks, and documents likely needed to begin and complete the permitting process. Recommendations, if any, typically include professional services required for successful completion of the permitting process (e.g., transportation engineering, landscape architecture, structural engineering, electrical engineering).

### **Subtask 2C: Concept Site Plan**

Farallon will participate in a conceptual design effort, coordinated by the Client, with the objective of preparing a concept Site plan based on a topographic survey provided by the Client or Owner and findings of the pre-design conceptual design efforts. The concept Site plan is intended to be used to initiate the project design and identify project requirements. Concept Site plan and detail drawings will be prepared by the Client, incorporating design input from Farallon.

## **TASK 3: 60 PERCENT DESIGN PHASE**

### **Subtask 3A: Existing Conditions, Demolition, and Temporary Erosion and Sedimentation Control Plan(s)**

Farallon will prepare 60 percent drawing sheets, presenting existing conditions, demolition requirements, and temporary sedimentation and erosion control (TESC) requirements. The drawing sheets are intended to be included in the project combined 60 percent design plans set and provide a framework for the eventual final permit and construction drawing sets. Farallon understands that the Client will lead coordination of the project grading and drainage design, preparation of grading and drainage plans and details for inclusion in the combined 60 percent design plans set, and coordination of design elements with the jurisdiction.

### **Subtask 3B: Stormwater Technical Information Report**

Based on a review of CoM stormwater requirements, CoM will require the project permit package to include a complete Stormwater Technical Information Report (TIR), meeting the requirements of the adopted Washington State Department of Ecology *2019 Stormwater Management Manual*



for *Western Washington*.<sup>1</sup> Farallon will prepare a 60 percent Stormwater TIR. The 60 percent TIR will provide preliminary stormwater management systems information and a framework for the eventual final TIR. Farallon understands that the Client will prepare the project grading and drainage plans for inclusion and reference in the TIR.

#### **TASK 4: 100 PERCENT DESIGN PHASE**

##### **Subtask 4A: Existing Conditions, Demolition, and Temporary Erosion and Sedimentation Control Plan(s)**

Building upon the 60 percent design documents work, Farallon will prepare 100 percent drawing sheets, presenting existing conditions, demolition requirements, and TESC requirements. The 100 percent drawing sheets will be revised based on review comments from CoM generated during the project permit application review process and are intended to be included in the project combined 100 percent design plans set. Farallon understands that the Client will lead coordination of the project grading and drainage design, preparation of grading and drainage plans and details for inclusion in the combined 100 percent design plans set, and coordination of design elements with the jurisdiction.

##### **Subtask 4B: Stormwater Technical Information Report**

Building upon the 60 percent design documents work, Farallon will prepare a 100 percent Stormwater TIR. The 100 percent Stormwater TIR will be revised based on review comments from CoM generated during the project permit application review process. Farallon understands that the Client will prepare the project grading and drainage plans for inclusion and reference in the TIR.

##### **Subtask 4C: Permit Documents Review and Approval**

Subtask 4C addresses the time demands that are anticipated to be required during the permit documents review and approval process. Based on Farallon's experience, this process can be exceptionally long in duration and require extensive and complex coordination efforts. Farallon will respond to jurisdiction requests for additional information, clarifications, and/or revisions as they occur during this phase. Farallon understands that the Client will lead in managing the review and approval process and addressing jurisdiction review comments. The estimated budget allocation for this task represents a reasonable level of effort for planning purposes.

#### **TASK 5: CONSTRUCTION PHASE SERVICES**

Farallon will provide limited services during project construction. In general, those services, described below, would support the Client's primary contract administration role by providing the services in the following areas.

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<sup>1</sup> *2019 Stormwater Management Manual for Western Washington* Publication No.19-10-021 dated July 2019 prepared by Washington State Department of Ecology.



### **Subtask 5A: Construction Observation**

Farallon will visit the Site to observe the progress of construction. Farallon assumes that one Site visit will be necessary for this scope of work.

### **TASK 6: REIMBURSABLE EXPENSES**

The Standard Agreement for Professional Services describes expenses reimbursable under this contract. Typically, most reimbursable expenses for a project of this type are for reproduction of plans and reports for presentation, review, and submittal purposes. Reproduction costs for submittal documents include multiple copies for multiple submittals of both large format documents (plans), and large submittal documents also represent an appreciable expense.

Based on Farallon's understanding of the project and the assumptions further detailed below, Farallon proposes to perform the services described below. It is understood that the scope of work may be revised upon completion of initial phases of work, or if the project or the anticipated level of effort changes. The overall scope may increase or decrease accordingly.

### **ASSUMPTIONS**

This proposal is based on the following assumptions and qualifications. If further investigation into the project discloses conditions other than those assumed, Farallon will advise the Client and assist in making appropriate adjustments to this scope of work and budget.

- Application, inspection, permitting, recording, or other agency fees are to be paid directly by the Client or others.
- Because the ground disturbance area is anticipated to be greater than 1 acre, a Washington State Department of Ecology Construction Stormwater General Permit will be required. Farallon assumes that the application and public notice processes will be completed by the Client or the Owner.
- The Client will prepare the project State Environmental Policy Act (SEPA) checklist.
- The Client will provide a current title report and the supporting documents referenced in said report, if and as required for permitting requirements.
- The design of the project will be based on a Client-provided geotechnical report, if and as required for permitting and/or design requirements.
- Utility work within 2 feet of any building will be designed by others.
- Construction will be bid or negotiated under a single contract, without alternatives that require additional drawings or drawing sets beyond those listed in this scope of work. The Client assumes responsibilities for packaging bid document sets for each bidding and contracting process.
- The scope of work in this proposal does not include off-Site improvements, except as specifically identified herein.



- Work will be based on an accurate boundary and topographic survey that, if not provided by Farallon under a future scope, will be provided by the Client in compatible AutoCAD and hard copy formats. The provided survey will meet jurisdictional requirements and show existing above- and belowground utilities, including invert elevations, and franchise utilities.
- Structural design of civil features, such as walls or vaults, will be prepared by others hired by the Client or by a subconsultant as additional services. Farallon typically can work with a project building structural engineer for design of civil structural features or can assist in identifying a structural engineer and providing support to that structural engineer with the preparation of civil structural designs.
- Collection of as-built data and preparation of as-built and/or record drawings are not included.
- Task budget allocations can be shifted by Farallon within the total budget amount.
- Studies (e.g., survey, title, traffic, critical areas, environmental, etc.) and permit requirements not specifically identified herein will be additional to this contract. Farallon does not assume responsibility for completion of requirements and/or tasks not specifically identified for completion by Farallon in this agreement.
- Two rounds of review and resubmittal of plans for the permit submittal are anticipated to be required. Additional rounds of review and resubmittal, due to changes directed by the jurisdiction, will be considered extra services under a future scope of work and budget, and for which additional compensation will be due.
- Only a site development permit will be applied for under the scope of work defined herein under the assumptions and qualifications of this proposal. Additional permit submittals (e.g., divided contracts, early clear and grade, demolition, retaining wall, vault, early foundation, right-of-way, or street improvements, etc.) submitted separately from the site development permit submittal will be considered extra services under a future scope of work and budget, and for which additional compensation is due. This assumption is made due to the additional effort and cost required for coordination and preparation of separate submittal efforts (i.e., repackaging, assembly, printing, and coordination).

## COST ESTIMATE

The estimated time and material cost to conduct the scope of work described herein is not anticipated to exceed \$17,912 as detailed in Table 1 in accordance with Farallon's *2022 Schedule of Charges – Engineering Projects*. This total cost consists of the following:

- \$16,332 for labor through the design and permitting project phases;
- \$1,080 for labor through the construction phase; and
- \$500 for project reimbursable expenses (other direct costs).



The attached *2022 Schedule of Charges – Engineering Projects* describes expenses reimbursable under this contract. Typically, most reimbursable expenses for a project of this type are for reproduction of plans and reports for presentation, review, and submittal purposes.

The estimated cost is based on project conditions and the scope of work described in this proposal. Variations in the scope of work and/or project schedule as defined herein may require modification of the fee, project schedule, and/or respective submittal contents. If any of these conditions are modified during implementation of the project, no change in the scope of work defined herein will be initiated without authorization from the Client. The Client will retain the right to terminate phases of the contract work not yet completed if they are determined not to be necessary. Revisions to work completed or in progress requested by the Client, through no fault of Farallon, will be considered extra services for which additional compensation is due.

Attached are Farallon's *Engineering and Environmental Consulting Services Agreement 2853* and *Work Order 2853-001-WO 001* for performing the scope of work presented in this proposal. To authorize the above scope of work and cost estimate, please sign and return both documents, and fully executed copies will be returned to you for your records. Additional work conducted at the Site will be authorized by preparation of specific work orders.

## SCHEDULE

Farallon will initiate the proposed scope of work shortly after receiving written authorization to proceed. Farallon understands that the Client has established the following milestone target dates:

- Design through the spring and summer 2022;
- Permit issuance and bidding in fall 2022; and
- Construction in summer 2023.

Typically, the controlling element in a project schedule is the permit review process.

Farallon's proposals and contracts were prepared and the resulting obligations are undertaken without adjustment for unpredictable or otherwise disruptive consequences arising from the COVID-19 pandemic. In that light, the contract costs and Farallon's schedule for completion of any phase of the Work are subject to adjustment to account for constraints on Farallon's ability to perform its scope of work due to COVID-19 contamination or risk of contamination, government directives, public health guidance, delays in delivery of supplies or materials, delays in laboratory analysis, and/or other consequences derived from the pandemic. Farallon may bill for the costs of additional personal protective equipment and other safety supplies or practices necessitated by the pandemic, and for other costs incurred that would not have been incurred in the absence of the pandemic. Delays attributable to the pandemic may require an extension of time for completion of the Work. All remedies available to Farallon as a consequence of a force majeure event shall be available to Farallon as a consequence of the pandemic, in addition to adjustments in cost and time for completion.



## CLOSING

Farallon appreciates the opportunity to provide you with environmental consulting services. Please contact Christopher P. Kovac at (425) 295-0800 if you have questions or comments regarding this scope of work and cost estimate.

Sincerely,

**Farallon Consulting, L.L.C.**

Russell O. Luiten, P.E.  
Associate Engineer

Christopher P. Kovac, P.E.  
Principal Engineer

Attachments: Table 1, *Cost Estimate for Work Order 2853-001-WO 001*  
*Engineering and Environmental Consulting Services Agreement 2853*  
*Work Order 2853-001-WO 001*  
*2022 Schedule of Charges – Engineering Projects*

CK/ROL:eh



LAWRENCE W. STEELE, PLS  
ERICH A. KLEINKNECHT, PLS  
STEFAN LAUFER, PLS

April 13, 2021

Bob Droll  
RWD Landscape Architects  
4405 7<sup>th</sup> Avenue SE, Suite 203  
Lacey, WA 98503

## Exhibit E

Phone: 360.456.3813 Office  
Phone: 360.481.6479 Cell  
E-mail: bob@rwdroll.com

RE: Parcel No. 31053400100500/Strawberry Fields, Marysville

Dear Mr. Droll,

On behalf of Larry Steele & Associates, Inc. (LSA), thank you for the opportunity to provide this proposal for Professional Land Surveying services on the above referenced project. For clarification purposes, please review the following scope of work and estimated costs:

### **Scope of Work – Design Survey**

1. Review previous work in the area and documents from public record.
2. Perform topographic survey locating all trees 4" in diameter or larger, edge of pavement, ditch, location of all surface water bodies, visible utilities, and utilities marked by 'One Call' service and existing structures, patios, and fences (per WAC 332-130-145) of area highlighted in PDF email of April 12, 2022.
3. Prepare existing conditions map and provide AutoCAD drawing to builder and PDF copy to Architect.

**Fee Estimate: \$5,350**

**Retainer: \$2,700**

### **Assumptions**

1. Client responsible for providing current title report, should depiction of easements be required.
2. Should location of conductible underground utilities be required, we will coordinate with APS Locates for this service and suggest you budget an additional \$80/hr. (typically \$300-\$500).

If you authorize us to proceed with your project, please complete and sign the Client portion of the attached Exhibit "A" Agreement for Professional Land Surveying Services and return all pages to us along with the requested retainer amount (cash, check, Visa, or MasterCard).

**\*\*This estimate shall expire if not accepted within 30 days of estimate date.\*\***

Sincerely,

*Larry Steele, PLS*

Larry Steele & Associates, Inc.

S:\\_LSA Project Files\1-2022 Estimates\Topographic\Droll, Bob (Marysville)\Droll, Bob\_Estimate\_4.13.22.docx



April 18, 2022

## Exhibit F

RWD Landscape Architecture  
4405 7<sup>th</sup> Avenue SE, Suite 203  
Lacey, Washington 98503

Attention: Bob Droll, PLA, ASLA

Subject: Proposal  
Geotechnical Engineering Services  
Strawberry Athletic Fields Turf Conversion  
Marysville, Washington  
File No. 00925-019-00

GeoEngineers is pleased to present this proposal to provide geotechnical engineering services for the proposed Strawberry Athletic Fields Turf Conversion project in Marysville, Washington. Our proposed scope of services is based on discussions with Bob Droll (RWD Landscape Architecture). Our services will be focused on evaluation of the existing shallow soil profile in Field #2 in the northwest portion of the site to support replacement of the existing sod with a new synthetic turf surface. Our services will consist of the following:

1. Review available existing geotechnical data from nearby explorations, our in-house files and publicly available data regarding soils, topography, groundwater, and other available sources.
2. Complete a field site reconnaissance and exploration of the Field #2 area. The site reconnaissance will include visual observation, probing, and limited shallow hand explorations (shovel and hand auger) and is expected to be completed in one part day including travel. While onsite, we assume two shallow test pits will be completed by the City of Marysville with a backhoe or small excavator, and that any utility locates required will be completed by the City in advance.
3. Complete limited laboratory testing consisting of moisture content and sieve analysis on up to four samples.
4. Prepare a brief geotechnical considerations memorandum with discussion of site observations, summary of shallow subsurface soil and groundwater conditions, and recommendations relating to design and construction of the new turf surfacing. Our memo will include a brief discussion of drainage and infiltration, comment on the suitability of the proposed turf section, and discussion of earthwork and subgrade protection during construction. Our scope does not include detailed engineering analysis or design.

We are able to begin work immediately after receiving your authorization to proceed. Our services will be completed in accordance with the mutually negotiated master agreement between RW Droll and GeoEngineers dated October 6, 2006. We will endeavor to keep you apprised of project status and conditions that may significantly affect our scope and estimate. The estimated fee for our services will be determined on a time and expenses basis using the



rates in our attached Schedule of Charges (Bellingham 2022) which is also attached as part of this services agreement. The total estimated fees for the work described above based on the assumptions also described above is \$4,500.

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

We appreciate the opportunity to present this proposal to provide services to you on this project. Please contact us if you have any questions concerning this proposal.

Sincerely,  
GeoEngineers, Inc.

Sean W. Cool, PE  
Associate

SWC:kjb

Attachments:  
Schedule of Charges—Bellingham 2022



The parties hereto have made, executed and agreed to this Agreement as of the day and year first above written. By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name unless such authorization has been separately provided in writing.

RWD Landscape Architecture <small>ORGANIZATION</small>	* SIGNATURE
DATE	TYPED OR PRINTED NAME <small>*Individual with contracting authority.</small>

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