

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Professional Services
 Agreement with HWA
 GeoSciences Inc. for the
 Beverly Lake Sanitary Sewer
 Replacement project

- Briefing
- Proposed Action
- Consent
- Action
- First Reading
- Second Reading
- Third Reading
- Public Hearing
- Budget Advisory

COUNCIL BILL # _____
 Originating Department Public Works
 Contact Person Ed Fisher, P.E.
 Phone Number 425-257-8932
 FOR AGENDA OF April 27, 2016

Initialed by:
 Department Head _____
 CAA db
 Council President _____

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
75 th St. SW and Evergreen Way	None	Professional Services Agreement	Public Works, Legal

Amount Budgeted	\$170,000.00	
Expenditure Required	\$52,401.00	Account Number(s): UP3529-1
Budget Remaining	\$93,343.00	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

This project involves replacement of various sanitary sewer mains located adjacent to Beverly Lake near 75th Street SW and Evergreen Way. Existing lines are in poor condition and have experienced grease and sewer backups resulting in frequent maintenance.

This Professional Services Agreement includes geotechnical engineering services for evaluating existing site conditions and providing design recommendations. Services include field verification, data compilation, laboratory testing and submission of various geotechnical engineering reports, and will cost the City an amount not to exceed \$52,401.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with HWA GeoSciences Inc. for the Beverly Lake Sanitary Sewer Replacement project, in the amount not to exceed \$52,401.00.

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into on this _____ day of _____, _____, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the “City,” and HWA GeoSciences Inc., whose address is 21312 30th Drive SE, Suite 110, Bothell, WA 98021, hereinafter referred to as the “Service Provider.”

WHEREAS, the City desires to engage the Service Provider to provide geotechnical engineering services for Beverly Lake Sewer Replacement project for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider’s proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2017.

4. **Compensation.**

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of fifty two thousand four hundred and one Dollars (\$52,401.00).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett
Attn.: Ed Fisher, P.E.
3200 Cedar Street
Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify the City from any and all Claims arising out of, in

connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

11. Insurance.

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate,

including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title.

Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. Independent Contractor.

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

13. Employment. The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. City of Everett Business License. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

16. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

18. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

22. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. **Notices.**

A. Notices to the City of Everett shall be sent to the following address:

City of Everett
Attn.: Ed Fisher, P.E.
3200 Cedar Street
Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:

HWA GeoSciences Inc
21312 30th Drive SE, Suite 110
Bothell, WA 98021

26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,
WASHINGTON**

Ray Stephanson, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk

James D. Iles, City Attorney

Date

Date

EXHIBIT A
SCOPE OF WORK

Exhibit A – All Design Scope of Services including Optional Services (Analytical Testing) for Project (UP 3529) are included as noted in the attached "Exhibit A", provided by HWA GeoSciences Inc.

Exhibit B – Compensation

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement. See attached HWA GeoSciences Inc. Exhibit B, "Project Cost Estimate" (Including all Scope of Services' costs itemized by Task with labor hour estimates).

Exhibit C – Reimbursable Expenses

These expenses are included on Exhibit B as "ODCs or Subconsultant Services"



HWA GEOSCIENCES INC.

Geotechnical & Pavement Engineering • Hydrogeology • Geoenvironmental • Inspection & Testing

Exhibit A

April 12, 2016

HWA Project No. 2016-P044-21

City of Everett

3200 Cedar Street

Everett, Washington 98201

Attention: Ed Fisher, P.E.

Subject: **Geotechnical Engineering Services
Beverly Lake Sewer Improvements
Everett, Washington**

Dear Ed:

As requested, HWA GeoSciences Inc. (HWA) is pleased to present this scope of work to provide geotechnical engineering services for the assessment of the Beverly Lake Sewer Improvements in Everett, Washington.

PROJECT UNDERSTANDING

It is our understanding that the City of Everett would like to reconstruct portions of the sewer lines serving the apartment and condo buildings situated along the eastern end of Beverly Lake. We understand that the current sewer system consists of a series of gravity lines and associated manholes. A review of the geologic map of the area suggests that the Beverly Lake area is underlain by very dense glacial till soils. However, we expect that the near surface soils in the vicinity of Beverly Lake consist of soft and potentially compressible bog soil materials. This assumption is supported by the fact that consolidation settlement of the portions of the system, located near the edge of the lake, has occurred. Settlement of the system has resulted in the need for chronic maintenance of the system. We understand that the City has developed several possible improvement alternatives that could serve to alleviate the need to regular maintenance of the system. These alternatives include improvements such as changing the alignment of the utilities, adding lift stations and small grinder pumps to improve the functionality of the system.

We understand that the City of Everett desires to evaluate the soil and slope conditions in the vicinity of the system to help in developing and designing a preferred sewer improvement alternative.

21312 30th Drive SE
Suite 110
Bothell, WA 98021.7010

Tel: 425.774.0106

Fax: 425.774.2714

www.hwageo.com

April 12, 2016

HWA Project No. 2016-P044-21

GEOTECHNICAL ENGINEERINGS SERVICES

- **Review Available Geotechnical Information:** HWA will review existing readily-available geotechnical and geologic information in the project area. This will include a review of online databases and geologic maps.
- **Plan Field Exploration Program:** HWA shall plan an appropriate field exploration program HWA shall coordinate with local drillers to determine the best drilling equipment for each exploration, given the site constraints and exploration objectives.
- **Generate Field Exploration Memo:** HWA shall generate a field exploration memo that outlines our proposed field exploration program. This memo will be used to convey critical information to the city for permitting and approval processes. The memo will include a narrative explaining the type, depth, location and timing of our proposed field explorations. A figure showing the locations of our proposed field explorations, laydown areas and access points will be provided.
- **Conduct Utility Locates:** Prior to conducting our field explorations HWA will call for utility locates. In addition, HWA will also retain a private utility locating service to clear the proposed exploration locations on private property and coordinate with the owner's representative regarding utility layout
- **Conduct Steep Slope Reconnaissance:** An HWA geologist and geotechnical engineer will conduct a one day reconnaissance of the steep slope areas to the east of the lake. This reconnaissance will include a detailed evaluation of existing slope features and the advancement of hand explorations at strategic locations to further classify the soils conditions along the slope. The approximate locations of the proposed hand borings are indicated in Figure 1. This effort will be focused on evaluating the stability of the near surface soils along the ravine in the vicinity of the bridge structure.
- **Conduct Subsurface Explorations:** Upon approval, HWA shall conduct the proposed field exploration program, which includes a total of ten (10) borings. The approximate location of our proposed limited access machine drilled borings are indicated in Figure 1. Each of these borings will be drilled with a limited access rubber tracked bobcat mounted drill rig or a tripod mounted drill rig. Each boring will be drilled to a depth of 25 feet or 5 feet into very dense glacial soils, which ever is less. We expect that drilling these borings will take approximately 3 days to complete. Groundwater monitoring wells will be installed in three (3) of the ten (10) borings. During drilling and sampling the observed soils will be screened for visual signs or odors indicating the potential of contaminated soils. If the presence of potentially contaminated soils are observed, the samples will be collected and sent to a laboratory for analytical analysis. Any analytical

April 12, 2016

HWA Project No. 2016-P044-21

testing of potentially contaminated soils will be completed under a management reserve budget and not the primary approved budget.

- **Groundwater monitoring:** Upon completion of each of the groundwater monitoring wells, HWA will install groundwater monitoring transducers to collect groundwater data for a period of at least 8 weeks. HWA assumes two site visits to download and collect the transducer data throughout the project.
- **Generate Boring Logs and Assign Laboratory Testing:** HWA shall prepare summary boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing will include moisture contents, grain-size distribution, and Atterberg Limits. All laboratory testing will be performed in general accordance with the corresponding ASTM procedures.
- **Develop Geologic Cross-Section:** From the results of our slope reconnaissance and existing subsurface data, HWA will develop geologic profiles where appropriate. These preliminary profiles will show near surface soil conditions and will be provided in the preliminary geotechnical report.
- **Complete Preliminary Geotechnical Engineering Assessment:** HWA will complete preliminary geotechnical analysis to assess the geotechnical conditions of the site and identify any geotechnical issues that will need to be addressed during design. This assessment will be conceptual in nature and will exclude any and all soil structure interaction analysis.
- **Preliminary Geotechnical Engineering Report:** HWA will generate a preliminary geotechnical engineering report that will contain the results of the geotechnical engineering investigation, including description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary boring logs; and laboratory test results. The report will provide a narrative and geotechnical recommendations for each of the above described geotechnical aspects of the project.
- **Project Coordination Meetings:** HWA will attend up to one project coordination meeting at the City of Everett offices. This meeting will be meant to convey the geotechnical considerations of the site to the City and possible design team.
- **Final Design Geotechnical Engineering:** HWA will complete geotechnical engineering analysis required to provide design recommendations for the project. These analysis will include slope stability analysis, settlement analysis, lateral earth pressure analysis, bearing capacity analysis, temporary shoring analysis and dewatering recommendations.

April 12, 2016

HWA Project No. 2016-P044-21

- **Final Geotechnical Engineering Report:** Upon receiving review comments from the City and the design team, HWA will finalize and stamp our geotechnical engineering report.
- **Task Management:** HWA will prepare monthly invoices, and progress reports if required. We will correspond with the City of Everett and possible design team in the form of emails, fax, and telephone calls, as necessary.

ASSUMPTIONS:

- The CITY will obtain permission to access the proposed boring locations.
- Any required street use, and other permit fees will be paid by others.

DELIVERABLES:

- Exploration Memorandum
- Preliminary geotechnical report
- Draft Geotechnical Report
- Final Geotechnical report

COST ESTIMATE

Based on our understanding of the project and assumed site conditions, we propose to provide the above geotechnical engineering scope of services on a time and materials basis not to exceed **\$42,026**. However, if during the project unexpected conditions are revealed that require alteration of our work scope, or the Client or Owner request analyses and evaluations which would require a level of effort beyond the scope of our proposed study and budget, we will contact you immediately to discuss any necessary modifications to our scope of services and/or budget estimate. A summary of our estimated costs are presented on the attached spreadsheet.

OPTIONAL SERVICES

Analytical Soil Testing: In the event that evidence of soil contamination is observed during geotechnical drilling, HWA will collect environmental samples and send them to a laboratory for environmental testing. This optional effort shall be held in management reserve and consist of the following tasks.

April 12, 2016

HWA Project No. 2016-P044-21

- **Sample Collection:** In the event that potentially contaminated soils are encountered during our explorations, an environmental geologist will be onsite to properly collect samples for analytical testing.
- **Sample Handling and Test Requests:** All environmental soil samples will be processed and handled by an HWA environmental geologist. The samples will be recorded and properly transported to a third party analytic laboratory for the appropriate testing.
- **Reporting:** HWA will document the results of any analytic testing conducted on soil samples in our draft and final geotechnical report. The report will also include a discussion of implications and recommendations associated with contaminated soils if encountered.

OPTIONAL SERVICES COST ESTIMATE

In the event that potentially contaminated soils are observed, we propose to provide the above optional services scope on a time and materials basis not to exceed about **\$10,315**. However, if during the project unexpected conditions are revealed that require alteration of our work scope, or the Client or Owner request analyses and evaluations which would require a level of effort beyond the scope of our proposed study and budget, we will contact you immediately to discuss any necessary modifications to our scope of services and/or budget estimate. A summary of our estimated costs are presented on the attached spreadsheet.



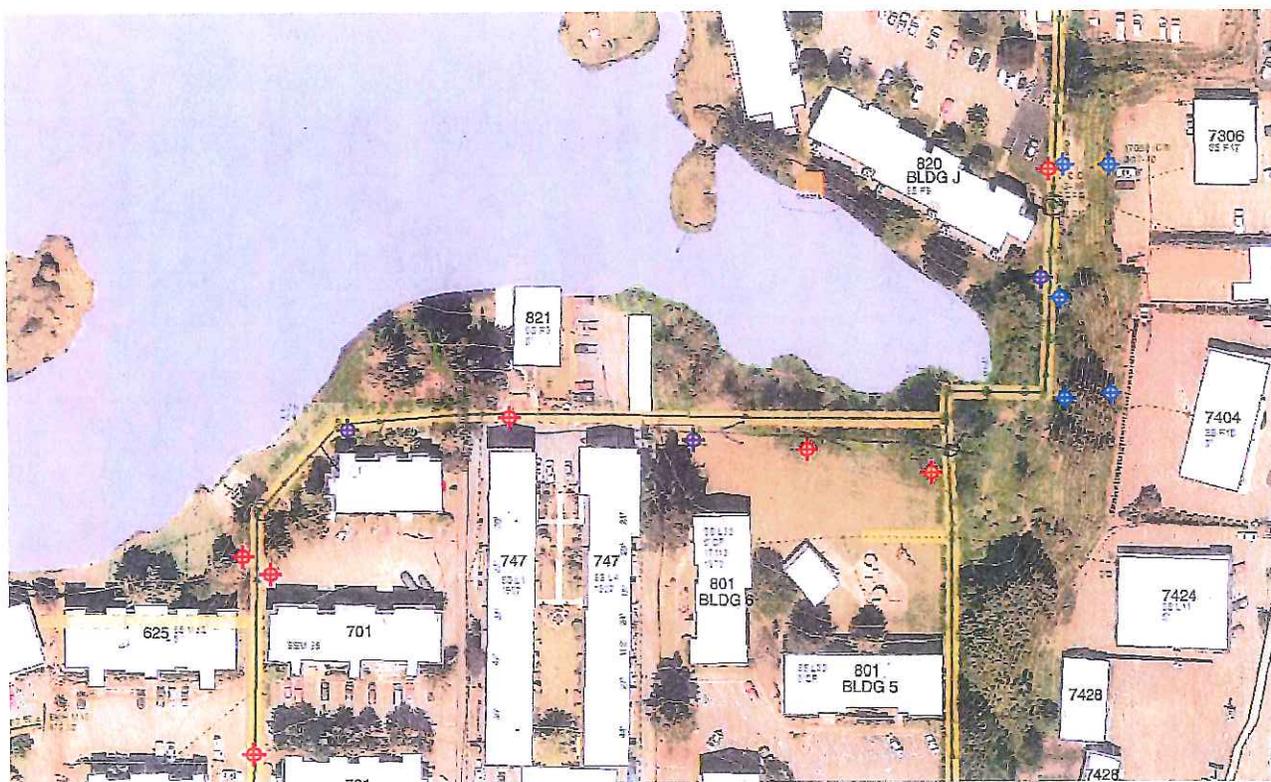
We appreciate the opportunity to provide geotechnical engineering services on this project. Please feel free to call if you have any questions or need additional information.

Sincerely,

HWA GEOSCIENCES INC.

A handwritten signature in cursive script that reads "Donald J. Huling".

Donald J. Huling, P.E.
Geotechnical Engineer, Principal



- ⊕ Proposed Limited Access Machine Drilled Borings
- ⊕ Proposed Limited Access Machine Drilled Borings with Well
- ⊕ Proposed Hand Borings Conducted During Slope Recon



HWA GEOSCIENCES INC.

PROPOSED BORING LOCATIONS

GEOTECHNICAL ENGINEERING SERVICES
BEVERLY LAKE SEWER IMPROVEMENTS
EVERETT, WASHINGTON

FIGURE NO.

1

PROJECT NO.
2016-P044

Project Cost Estimate
Geotechnical Engineering Services
Beverly Lake Sewer Improvements
Everett, Washington

PROPOSED WORK SCOPE:
See Scope Document

Geotechnical Engineering Services

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	2016 PERSONNEL & HOURLY RATES										TOTAL HOURS	TOTAL AMOUNT
	Principal IX Garris \$250.00	Principal VIII Sugar \$250.00	Geotechnical Engineer VI Hullig \$170.00	Geotechnical Engineer IV Jackson \$140.00	Geotechnical Engineer I Sijani \$105.00	Geologist IV Thurber \$115.00	Geologist IV Kapisa \$130.00	CAD Kinney \$75.00	Clerical Fisk \$72.00			
Phase I Geotechnical Engineering Services												
Review existing geotechnical and geologic data												\$105
Plan exploration program												\$110
Generate field exploration memo for drilling permit												\$750
Conduct utility locates												\$313
Conduct steep slope reconnaissance												\$1,760
Conduct infrastructure explorations												\$3,150
Conduct Groundwater Monitoring												\$840
Generate boring logs and design lab testing												\$770
Develop geologic cross sections												\$2,300
Preliminary geotechnical engineering analysis												\$1,240
Team Meetings (estimate 1)												\$2,925
Preliminary geotechnical engineering report												\$3,280
Geotechnical Engineering Analysis												\$1,840
HWA QA/QC												\$3,452
Final geotechnical engineering report												\$1,207
Final geotechnical engineering report												\$2,800
Project Management												\$26,601
Task Management												
TOTAL LABOR:	13	0	20	20	120	8	0	0	3	223		\$26,601

LABORATORY TESTING ESTIMATE:

TEST	Est. No.	Unit Test		Total
		Tests	Cost	
Atterberg Limits	6	6	\$840	\$5040
Organic Content	6	6	\$630	\$3780
Natural Moisture Content	15	15	\$180	\$2700
Grain Size Analysis	10	10	\$900	\$9000
LABORATORY TOTAL:				\$24,000

ESTIMATED DIRECT EXPENSES:

Mileage IRS Rate	\$125
TOTAL DIRECT EXPENSES:	\$125

ESTIMATED PROJECT TOTALS AND SUMMARY:

Total Labor Cost	\$26,601
Laboratory Testing	\$24,000
Janitorial Access Drilling Subcontractor	\$9,000
Drilling Mark up to cover labor and fees	\$300
Drilling Subcontractor	\$550
Drilling Materials	\$500
Direct Expenses	\$125
ESTIMATED TOTAL:	\$42,026

Optional Services (Analytical Testing)

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	2016 PERSONNEL & HOURLY RATES										TOTAL HOURS	TOTAL AMOUNT
	Principal IX Garris \$250.00	Principal VIII Sugar \$250.00	Geotechnical Engineer VI Hullig \$170.00	Geotechnical Engineer IV Jackson \$140.00	Geotechnical Engineer I Sijani \$105.00	Geologist IV Thurber \$115.00	Geologist IV Kapisa \$130.00	CAD Kinney \$75.00	Clerical Fisk \$72.00			
Phase I Geotechnical Engineering Services												
Review existing geotechnical and geologic data												\$105
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Geotechnical Engineering Analysis												\$1,840
HWA QA/QC												\$3,452
Final geotechnical engineering report												\$1,207
Final geotechnical engineering report												\$2,800
Project Management												\$26,601
Task Management												
TOTAL LABOR:	13	0	20	20	120	8	0	0	3	223		\$26,601

ESTIMATED DIRECT EXPENSES:

Mileage IRS Rate	\$73
LABORATORY TESTING	\$3,000
ANALYTICAL TESTING	\$3,975
TOTAL DIRECT EXPENSES:	\$7,708

ESTIMATED PROJECT TOTALS AND SUMMARY:

Total Labor Cost	\$72,400
Laboratory Testing	\$3,000
ANALYTICAL TESTING	\$3,975
Direct Expenses	\$7,708
ESTIMATED TOTAL:	\$87,083

EXHIBIT C
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking	\$0.54/mile	\$125
Meals		0.00
Lab Testing	Varies	\$2,400
Transducer Rental	\$500	\$500
Driller	\$9,900	\$9,900
Utility Locator	\$500	\$500

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? Yes No
IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.
IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? Yes No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: HWA GeoSciences Inc.

Signature:  Printed Name: Donald J. Huling Title: Vice President