

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Professional Services
 Agreement with Perteet, Inc.
 for final design of Downtown
 Streetscape Improvements
 Phase 2

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

COUNCIL BILL # _____
 Originating Department Public Works
 Contact Person Ryan Sass
 Phone Number (425) 257-8922
 FOR AGENDA OF July 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>
Hoyt Avenue, from Pacific Avenue to Wall Street		Professional Services Agreement, Insurance Certificates	Public Works

Amount Budgeted	\$ 674,520	
Expenditure Required	\$ 674,520	Account Number(s): PW 3553
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The proposed Professional Services Agreement with Perteet, Inc. will complete the final design of the Downtown Streetscape Improvements Phase 2 for the section of Hoyt Avenue between Pacific Avenue and Wall Street. The improvements will include roadway improvements, utility improvements, urban design features and landscape improvements.

Funding for the project includes State Pedestrian and Bicycle Safety grant funds and local matching funds as follows:

State Grant – 2013 Ped and Bike Safety Grant	\$ 554,520
Fund 119 – Street Improvements	91,345
Fund 157 – Traffic Mitigation	<u>28,655</u>
Total Funds	\$ 674,520

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with Perteet, Inc. for final design of Downtown Streetscape Improvements Phase 2 in an amount not to exceed \$111,908.

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**

This Professional Service Agreement (this "Agreement") is dated _____ 20__
and is between the City of Everett, a Washington municipal corporation and
Perteet, Inc. (the "Service Provider").

1. Engagement of Service Provider. Service Provider shall provide the services described in the attached Exhibit C (the "Scope of Work" or the "Work").

2. Parts of the Agreement. This Agreement consists of this signed document, the General Conditions attached as Exhibit A, the Special Conditions attached as Exhibit B, the Scope of Work attached as Exhibit C, and the compensation and expense provisions attached as Exhibit D. If the Service Provider's proposal is attached as an exhibit or as part of 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 the Agreement between the City and Service Provider.

3. Date of Contract Completion:

December 31, 2017

4. Maximum Total Compensation Amount: \$ 111,908

5. Service Provider Notice Address:

Perteet, Inc.
2707 Colby Avenue, Suite 900
Everett, WA 98201
Attn: Gina Parenteau

6. City Notice Address:

City of Everett
Attn: Ryan Sass
3200 Cedar Street
Everett, WA 98201

7. City Billing Address:

City of Everett
Attn: Ryan Sass
3200 Cedar Street
Everett, WA 98201

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:

Sharon Fuller, City Clerk

Date

APPROVED AS TO FORM:

James D. Iles, City Attorney

Date

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

<p>Corporation</p> <p>Full Legal Name: <u>Perteet, Inc.</u></p> <p>Signature: </p> <p>Name of Signer: <u>Daniel J. Hansen</u></p> <p>Title of Signer: <u>Vice President</u></p>
<p>Partnership</p> <p>Full Legal Name: _____</p> <p>Signature: _____, Partner</p> <p>Name of Signer: _____</p>
<p>Sole Proprietor</p> <p>Signature: _____, Sole Proprietor</p> <p>Name: _____</p>
<p>Limited Liability Company</p> <p>Full Legal Name: _____</p> <p>Signature: _____, Managing Member</p> <p>Name of Signer: _____</p>

STATE RETIREMENT SYSTEMS

ALL SERVICE PROVIDERS MUST COMPLETE THIS PAGE

Service Provider Name: Perteet, Inc.

Service Provider Phone Number: (425) 257-7700

1. Does Service Provider have twenty-five (25) or more employees?

YES

IF YES: SKIP REMAINDER OF PAGE
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), or Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?

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

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), or Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?

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), or Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?

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), or Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?

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), or Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?

EXHIBIT A
GENERAL CONDITIONS

1. Scope of 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. The Service Provider shall perform the Work in a competent and professional manner. 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 the 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 the Agreement.

3. Time of Beginning and Completion of Performance. The Agreement shall commence as of the Date of Contract Commencement and shall be completed by the Date of Contract Completion.

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 D.

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 D or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit D regarding expenses 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 D; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit D; 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 the Maximum Total Compensation Amount.

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 the Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to the payment address on the first page of the Agreement.

6. Submission of Reports and Other Documents. The Service Provider shall submit all reports and other documents as and when specified in Exhibit C. 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 the 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 the 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 the Agreement and (c) become a part of the 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 the 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 the 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 the 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 the 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 the 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 the Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. Independent Contractor.

A. The Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under the 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 the 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 the Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue revenue service for the type of service performed; and

(5) By the effective date of the 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 the 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 for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees

General Conditions Page 5

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. 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.

D. 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 the 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 the Agreement. For breach or violation of this warranty, the City shall have the right to annul the 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 the 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 the 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 the 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 the 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 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.

19. 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 the 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 the 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 the 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.

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

24. Severability. If any part of the 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 notice address on the first page of the Agreement.
- B. Notices to the Service Provider shall be sent to the notice address on the first page of the Agreement.

26. Venue. Venue for any lawsuit arising out of the 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 the Agreement.

**EXHIBIT B
SPECIAL CONDITIONS**

None

Exhibit "C"
Scope of Services

City of Everett
Everett Downtown Streetscape Improvement
Hoyt Avenue from Pacific Avenue to Wall Street
Phase 2 - Final Design

This project involves completion of the City of Everett's Hoyt Avenue Streetscape Improvement project that was previously prepared and shelved at the 90% design level. This Scope of Services is to prepare environmental documents along with final Plans, Specifications and Opinion of Costs for the section of Hoyt Avenue between the intersections of Pacific Avenue and Wall Street. The improvements will include roadway improvements, utility improvements, urban design features, landscaping and environmental documentation. The project is funded with City funding and State Pedestrian and Bicycle Safety grant funds. Specific work elements for the project may include the following:

Project Management
Utility Coordination
Final Roadway Design (Preparation of PS&E documents)
Environmental Support
Bidding Assistance

SUBCONSULTANTS

Qualified sub-consultants included for this project:

- Makers – Urban Amenities
- JGM – Landscape, Irrigation and Urban Amenities

SCOPE OF SERVICES

This agreement includes professional services to provide engineering and consulting services for the second phase of work on this project.

Work Element 1 –PROJECT MANAGEMENT & DELIVERY

- 1.1 Meetings and Coordination: Attend coordination/discussion meetings with key City staff, and attend other meetings as needed. This element assumes up to 2 meetings. Maintain on-going contact with the City's Project Manager via informal meetings, telephone discussions, and electronic mail.
- 1.2 Staff and Sub-Consultant Coordination: Perteet will provide overall coordination of the project between City staff and Perteet staff, as well as schedule and coordinate with consultant and sub-consultants personnel and equipment.
- 1.3 Progress Reports and Invoices: The Consultant will prepare monthly progress reports and invoices for submittal to the City.

Deliverables:

- Meeting agendas and meeting notes for key meetings.
- Monthly Progress Reports and Invoices.

Work Element 2 – UTILITY COORDINATION

The Consultant shall coordinate with franchise utilities along the corridor in an effort to identify and possibly avoid utility conflicts.

The following franchise utilities have facilities within the project limits as previously identified:

- Frontier – Telephone
- Snohomish County PUD – Power
- Puget Sound Energy – Gas
- Comcast – Cable (not currently shown on topographic base map, however will contact as a confirmation)

This work element shall include the following tasks:

2.1 Utility Coordination and Contacts:

- Review utility coordination and conflict information from Phase 1 work and update the utility contacts list.
- Prepare and provide franchise utilities with an introductory letter to the project, preliminary plan set which includes the existing utilities as shown in the existing topographic base map and the proposed roadway footprint for franchise utility review. It is expected that the franchise utilities will review and confirm the location of existing utilities and provide additional utility location information if necessary.
- Provide franchise utilities with a copy of the 100% and final plan sets for informational purposes.

2.2 Conflicts Resolution: Identify potential utility conflicts and coordinate with franchise utilities as necessary to resolve conflicts.

2.3 Meetings: Coordinate and attend up to two meetings with franchise utilities as necessary and prepare meeting notes.

Assumptions:

- Franchise utilities will not need to be relocated as a result of this project. If it is determined that franchise utilities will need to be relocated as a result of the project improvements, or if the franchise utilities will do work (i.e. upgrades or modifications), coordination by the Consultant may be provided as an optional service.
- This assumes potholing will not be required. Potholing services not included in this Scope of Services.

Deliverables:

- Letter and preliminary plan set to franchise utilities.
- Copies of 100%, and final plans to franchise utilities.
- Meeting notes.

Work Element 3 – FINAL ROADWAY DESIGN & PS&E Preparation

The final design phase will taking the previously prepared 90% plans to final ad documents for plans, specifications, and opinion of cost (PS&E), and pavement design review. Since the project is being separated into phases, the previously prepared 90% plans will be parsed out. Under this Scope of Services, the roadway block of Hoyt Avenue will be prepared as a stand-alone set of bid documents.

PS&E design and preparation will be based on the following standards:

- City of Everett "Design and Construction Standards and Specifications for Development", current edition as published on the City website;
- City of Everett "Stormwater Management Manual", 2010 version;
- AASHTO guidance "A Policy on Geometric design of Highways and Streets", 2009;
- WSDOT "Standard Specifications for Road, Bridge, and Municipal Construction", 2016 edition;
- Plan sheets will prepared based on City of Everett Public Works Survey & CADD Standards, using Autodesk Civil 3D 2015 or newer;
- Plan and profile sheets will be prepared at a horizontal scale of 1"=20' (half size 1"=40'), and a vertical scale of 1"=5'.

This work element will consist of the following tasks:

- 3.1 **100% PS&E:** 100% design will proceed based on comments and direction from the City on the previously prepared 90% Design. The Consultant will parse the project sheets from the previous 90% submittal for the complete project. The limits of this project will only include Hoyt Avenue between Pacific Avenue and Wall Street. The Consultant will prepare a 100% contract plans, specifications and opinion of cost estimate for the proposed roadway improvements.

The 100% level PS&E plan set shall include the following sheets:

- Cover Sheet w/Vicinity Map and Index (1 Sheet)
- Legend and Abbreviation Sheet(1 Sheet)
- Survey Control Plan(1 Sheet)
- Site Preparation and Temporary Erosion and Sediment Control Plans(1 Sheet)
- Typical Roadway Sections(1 Sheet)
- Roadway Plan and Profile Sheets(2 Sheet)
- Curb Return and Misc. Roadway Details (7 Sheet)
- PCC Jointing Plan (1 Sheet)
- Drainage Profiles (1 sheet)
- Channelization and Signing Plans (1 Sheet)
- Channelization and Signing Details (2 Sheet)
- Landscaping Plan (by JGM, 3 sheets)
- Irrigation Plan (by JGM, 3 sheets)
- Urban Amenities Plan (by Makers, 6 sheets)
- Signal Plans and Details (6 sheets)

The Plans will include a Hot Mix Asphalt (HMA) and Portland Cement Concrete (PCC) roadway section as bid alternatives. This will include a PCC jointing plan.

Review of 90% Submittal/Response to Comments: This task will include the Consultants review of the City's 90% PS&E review comments. The Consultant will attend one review meeting with the City staff, and provide a written response to the City's comments.

Specifications: The Consultant shall –prepare the technical specifications based upon the specifications prepared in the previous completed phase of work. The Consultant will updated the special provisions

and amendments to be consistent with the 2016 WSDOT Standard Specifications, and assemble the Project Manual. The City will provide the latest boilerplate contract.

Opinion of Cost Estimate: A quantity estimate and Engineer's Opinion of Cost Estimate will be prepared at the 100% level. This will include updating unit costs.

Assumptions:

- It is assumed that the City will provide the Consultant with one set of written compiled comments from the City staff.
- It is assumed the City will provide a boiler plate of the Contract section of the Project Manual to the Consultant.
- It is assumed that walls will not be necessary. If it is determined during the 100% design phase that walls are necessary, this will be considered as additional work.
- It is assumed that parameters for construction sequencing and order of work will be included in the specifications and that a construction sequencing plan will not be included in the contract plans.

Deliverables:

- 7 sets of 1/2 size Plans, Specifications, and Opinion of Cost.
- Electronic copy of Plans in PDF format.
- Electronic copy of Draft Specifications in Microsoft Word format.
- Electronic copy of Opinion of Cost Estimate in PDF format.
- Written response to City's 90% Comments.

3.2 **Final Bid Documents (PS&E):** The Consultant will prepare final contract plans, specifications and opinion of cost, ad ready documents.

Preparation of Final PS&E: The Consultant will revise the 100% Plans, Specifications and Opinion of Cost Estimate based on City comment and prepare a final, ad ready, PS&E package. This will include the preparation of the Bid Item List to be included in the Specifications.

Perteet will coordinate with Builders Exchange to provide a hard copy of ad ready documents.

Assumptions:

- It is assumed that the City will provide the Consultant with one set of written compiled comments from the City staff.

Deliverables:

- 2 sets of 1/2 size Plans, Specifications, and Opinion of Cost.
- 2 sets of full size Plans.
- Electronic copy of Plans in PDF format.
- Electronic copy of Plans in native Autodesk Civil 3D format.
- Electronic copy of Specifications in Microsoft Word format and PDF format.
- Electronic copy of Opinion of Cost in Excel format and PDF format.
- 1 set of ad ready PS&E documents provided to Builders Exchange.

- 3.3 **QA/QC Reviews:** An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Work Element 4 – ENVIRONMENTAL AND LAND USE PERMITTING

During phase 1 design of this project, the SEPA Checklist was prepared and submitted, with a Notice of Planned Action Determination being issued on April 27, 2010. Some historic and cultural resources research was also performed which will be used to support some of the documentation efforts described below.

This work element will consist of the following:

- 4.1 **Cultural Resources:** The presence of the State funding will require a Historic & Cultural Resources Review Form EZ1 to meet the requirements of Executive Order 05-05. The Consultant will prepare the Form EZ1, including an area of potential effect (APE) memorandum, and submit to the City for submittal to the Department of Archaeology and Historic Preservation (DAHP). The Consultant will review the previous historic and cultural resources research documentation and use this as the basis of supporting documentation.

Assumptions:

- One round of City review comments have been budgeted.
- The City is responsible for all permit fees.
- No critical areas are present.
- A NPDES Notice of Intent will not be required for this project, as less than one acre of land disturbance will occur.

Deliverables:

- Draft and Final Form EZ1 and APE

Work Element 5 – BIDDING ASSISTANCE

This work element will consist of the following:

- 5.1 **RFIs:** Perteet will provide assistance to the City during the bidding period (assume four weeks) to respond to Contractor inquiries
- 5.2 **Addendums:** Perteet will provide assistance to the City during the bidding period (assume four weeks) and prepare addenda as required (up to two assumed).

Assumptions:

- The City will issue addendums and submit to Builders Exchange.
- The City will take the lead on the project once the bid has been awarded. The City will provide a copy of a standard Letter of Award.

Deliverables:

- Up to 2 Addenda provided to City.

PROJECT DELIVERABLES

Designer's services shall be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Designer shall have no other obligations, duties or responsibilities associated with the project except as expressly provided in this Agreement.

The documents, exhibits or other presentations for the work covered by this Agreement ("Documents") shall be furnished by the CONSULTANT to the CITY upon completion of the various phases of the work. Whether the Documents are submitted in electronic media or in tangible format, any use of the Documents on another project or on extensions of this project beyond the use for which they were intended, or any modification of the Documents, or conversion of the Documents to an alternate system or format shall be without liability legal exposure to the CONSULTANT: CITY shall assume all risks associated with such use, modifications, or conversions. CONSULTANT may retain a tangible copy of the Documents delivered to CITY which shall govern the interpretation of the Documents and the information recorded. Electronic files are considered working files only-CONSULTANT is not required to maintain electronic files beyond 90 days after final project billing, and makes no warranty as to the viability of electronic files beyond 90 days from date of transmittal.

See deliverables under each task for those items the CONSULTANT will provide.

Optional Services Not Included in the budgeted Scope of Services

Upon request, the following additional services could be added to the contract via an amendment to this Scope of Services:

- Sanitary Sewer Main, Stormwater Main, or Water Main Design
- Traffic Control Plans
- Construction Staging Plans
- Right-of-Way acquisition and procurement services
- Traffic modeling and analysis
- Maximum Extent Feasible Documentation for ADA compliance
- Preparation of Right-of-Way Plans
- Air and Noise Analysis
- Construction Design Support
- Construction Management
- Geotechnical sub-surface field explorations and geotechnical reporting.

Exhibit "D"
Maximum Compensation



Perfeet

Consultant Fee Determination Summary

2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700 | F 425.339.6018

Project: Everett Downtown Streetscape - Hoyt Ave, Pacific to Wall
Client: City of Everett

Hourly Costs

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Sr. Associate	6	\$190.00	\$1,140
Sr. Associate	90	\$190.00	\$17,100
Lead Engineer / Mgr	8	\$150.00	\$1,200
Lead Engineer / Mgr	108	\$150.00	\$16,200
Engineer II	8	\$110.00	\$880
Engineer II	234	\$110.00	\$25,740
Lead Technician/Designer	46	\$110.00	\$5,060
Technician III	95	\$95.00	\$9,025
Planner II	16	\$105.00	\$1,680
Professional Land Survey II	2	\$120.00	\$240
Accountant	4	\$90.00	\$360
Total Hourly Costs	617		\$78,625.00

Reimbursables

<u>Expenses</u>	<u>Amount</u>
Printing	\$500
Total Expenses	\$500.00

<u>In-House Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
Mileage - \$.54	20	\$0.540	\$11
Total In-House Costs			\$11.00

Subconsultants

<u>Subconsultants</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
JGM Landscape Architects	\$9,300.00	1.00	\$9,300
Makers	\$14,755.00	1.00	\$14,755
Total Subconsultant Costs	\$24,055.00		\$24,055.00

Other

Management Reserve	\$8,717
Total Other Costs	\$8,717.00

Contract Total **\$111,908.00**

Prepared By: Regina M Parenteau

Date: June 28, 2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.