

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Professional Services  
 Agreement with BHC  
 Consultants, LLC for the  
 Landfill Gas System Design at  
 the Everett Landfill

\_\_\_\_\_ Consent  
 X \_\_\_\_\_ Action  
 \_\_\_\_\_ First Reading  
 \_\_\_\_\_ Second Reading  
 \_\_\_\_\_ Third Reading  
 \_\_\_\_\_ Public Hearing

COUNCIL BILL # \_\_\_\_\_

Originating Department \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_

FOR AGENDA OF \_\_\_\_\_

Public Works

Mark Sadler

425-257-8967

January 18, 2017

Initialed by:

Department Head \_\_\_\_\_

CAA \_\_\_\_\_

Council President \_\_\_\_\_

*ds*  
*JT*

Location

Everett Landfill

Preceding Action

Attachments

Professional  
 Services Agreement

Department(s) Approval

Public Works, Legal

Amount Budgeted	\$450,000	Fund 402
Expenditure Required	\$79,246	
Budget Remaining	\$370,754	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

The Consent Decree for the Everett Landfill requires landfill gas control throughout the entire landfill perimeter. This Professional Services Agreement provides for the design of an extension of the existing landfill control system at a cost not to exceed \$79,246.

**RECOMMENDATION** (Exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with BHC Consultants, LLC for landfill gas system design services at the Everett Landfill in the amount of \$79,246.

**CITY OF EVERETT  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into on this 27- day of December, 2016, 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 BHC Consultants, LLC , whose address is 1601 Fifth Avenue, Suite 500, Seattle WA 98101, hereinafter referred to as the "Service Provider."

**WHEREAS**, the City desires to engage the Service Provider to provide environmental engineering services related to the former Everett Landfill 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 June 30, 2018.

#### 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 Seventy-nine thousand two hundred forty-six Dollars (\$79,246.00).

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.: Mark Sadler  
Everett Public Works , 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.** To the extent of the Service Provider's fault, breach of this Agreement, willful misconduct, or violation of law, the Service Provider hereby agrees, except as otherwise

provided in this Section 10, to defend and indemnify the City from any and all Claims arising out or relating to the performance of this Agreement by Service Provider (or by its employees, agents, representatives or subcontractors/subconsultants), 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.: Mark Sadler  
Everett Public Works Department, 3200 Cedar Street  
Everett, WA 98201

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

Noah Allen  
BHC Consultants, LLC  
1601 Fifth Avenue, Suite 500, Seattle WA 98101

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.

28. **Signature.** At the sole discretion of the City, the City may consent to the Service Provider's signature on this Agreement being by email, fax, pdf or other electronic means, in which case such Service Provider signature will be deemed an original signature for all purposes. The City will be deemed to have given such consent effective upon execution of this Agreement by the Mayor of the City.

**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

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

<b>Corporation</b>	_____ [Service Provider's Complete Legal Name]  By: _____ Typed/Printed Name: _____ Its: _____ Date: _____
<b>Partnership (general)</b>	_____ [Service Provider's Complete Legal Name] a Washington general partnership  By: _____ Typed/Printed Name: _____ General Partner Date: _____
<b>Partnership (limited)</b>	_____ [Service Provider's Complete Legal Name] a Washington limited partnership  By: _____ Typed/Printed Name: _____ General Partner Date: _____
<b>Sole Proprietorship</b>	_____ Typed/Printed Name:  _____ Sole Proprietor: Date: _____
<b>Limited Liability Company</b>	<u>BHC consultants, LLC</u> _____ [Service Provider's Complete Legal Name] a Washington limited liability company  By: <u>Ronald A. Dorn</u> Typed/Printed Name: <u>Ronald A. Dorn</u> Managing Member Date: <u>12/30/2016</u>

## EXHIBIT A SCOPE OF WORK

Exhibit A  
Everett Landfill  
Landfill Gas East Extension (Southern Portion)  
Scope of Work  
November 4, 2016

### Background

The purpose of this scope of work is to prepare Contract Documents for the city's Job Order Contracting method (JOC) including drawings and specifications for an extension of the existing LFG header and collection system along a limited corridor on the east side of the Everett Landfill Tire Fire Site, south of the 41st Street extension bridge.

### Assumptions:

- Design will be completed in accordance with the Everett Landfill Tire Fire Consent Decree and Cleanup Action Plan.
- The header construction will be bid as an individual project and needs drawings and specifications.
- Survey updates will be required to verify elevation and utility information.
- The City will coordinate and meet as needed with Ecology.
- No permits will be required. If permits are required, they will be completed/obtained by the City.
- Temporary Construction Easements will be obtained by the City.
- The City will provide observation services during construction and provide necessary documentation of construction activities for preparation of a CQA report.

### Tasks

1. Project Management and Coordination
  - 1.1 Perform project set up, monitoring of project progress and budget, monthly invoicing and status reports. Assumed duration of this effort is 12 months (December 2016 through December 2017).
  - 1.2 Participate in a coordination meeting at the City of Everett's offices. Consultant responsibilities include meeting preparation and follow up, and preparation of meeting minutes.

### Deliverables:

- Monthly invoices and status reports
  - Meeting Minutes
2. Preliminary Design/Analysis

**Pre-design:** Consultant will conduct a hydraulic analysis of the LFG system to evaluate whether the additional collection and conveyance facilities will affect the system operation. The collection and conveyance facilities extension will be evaluated based on the previous landfill gas design and to minimize impacts from seasonal flooding of the area surrounding the LFG extension. The results of this analysis will be presented in pre-design figures for review by City. A review meeting including City Staff and the Consultant will be held to determine the preferred alternative.

**CQA Checklist Support:** Consultant will provide technical support for the City prepared CQA checklist. The Consultant will provide design information and technical review to assist in the preparation of the checklist.

3. Update Basemap and Obtain Additional Information

The purpose of this task is to supplement the existing base map with changes that have occurred since the last basemap was prepared (specifically the surcharge projects). The changes are primarily a result of preload contracts that have modified grades, utilities, and other features in areas that will be under construction. Task is limited to the following:

- One (1) ten (10) hour day of field survey along with subsequent drafting associated with basemap updates.
- One (1) six (6) hour day to observe pothole locates of the extent of the existing geomembrane cover in the project area.

Assumptions:

- The City will provide crews and equipment to complete pothole locates.
- The potholes will be staked for future survey.

4. Final Design Drawings

Plans will be prepared for the purposes of obtaining construction bids for the work and for obtaining regulatory approval required for construction.

Preliminary Drawing List

1. LFG Collection and Conveyance Plan and Profile
2. LFG Collection and Conveyance Plan and Profile
3. Trench Details
4. LFG Details
5. LFG Details
6. Manhole Connection Details

Deliverables:

- 80 percent level of completion Plans
- Revised Drawings for Construction (dependent on JOC Contractor review comments)
- 5. Specifications

Specifications will be prepared for the purposes of construction. The specifications will include only technical specifications. The Specifications will be prepared in the following sequential submittals:

Deliverables:

- 80 percent level of Specifications
- Revised Drawings for Construction (dependent on JOC Contractor review comments)
- 6. Design Coordination with JOC Contractor

This task provides for services for coordinating the design and construction of the project with the City's JOC Contractor. The following services will be provided:

- Attend a design review meeting with the JOC Contractor to review the design details and specifications. Meeting will be held at Consultant's offices.

Attend a review meeting with the City and the JOC Contractor to finalize the JOC Contractor's scope and review comments on the construction documents (drawings and specifications). Meeting will be held at City of Everett and include a site walk-through.

- Limited addendum.

7. Services During Construction

The Consultant will provide limited engineering services during construction to support the City and the JOC Contractor. Services will be limited to, as requested by the city; attending construction meetings and performing site visits, attending commissioning and startup, and assisting in preparation of punch list, record drawings, CQA and construction completion reports. It is our understanding that the City will continue to provide day-to-day onsite construction management and site inspections; therefore, Consultant has not included costs for full-time construction observation.

Because the level of effort required for this task depends on factors outside of the Consultant's control such as contractor competence and cooperation, schedule, and weather related impacts, the scope of work for this task is limited to the level of effort included in the budget in Exhibit B. If this budget is not adequate for Construction Support, Consultant may request additional budget.

Attending construction meetings and performing site visits: Consultant will perform up to six (6) site visits/meetings during construction as requested by the City. Site visits/meetings can be used to attend the onsite construction meetings, review construction progress, meet with the contractor, meet with City staff, and other activities. Meetings attended by Consultant can include the Consultant project manager and up to one other team member if so requested.

Assisting in preparing the punch list: As requested, Consultant will attend the substantial completion site visit and provide recommendations to supplement the punch list that is prepared by the City. It is assumed that the completion of remaining items on the punch list will be verified City forces.

Preparing the CQA report: Consultant will prepare a CQA report compiling CQA documentation and summarizing

the results of CQA activities for the work. The CQA Officer will prepare a statement declaring that, based on completion of the CQA activities described in this CQA plan and in his professional engineering judgment and opinion, that LPSB, LFG system components, leachate facility, and geomembrane repairs were constructed in general conformance with the plans and construction specifications and that the materials used in construction were in general conformance with the construction specifications. Documentation of construction activities such as daily reports, photographs, compaction monitoring results, record drawings, etc. will be provided by the others for incorporation into the report. A Draft CQA report will be prepared and submitted to the City for review. Comments received from the City will be incorporated into the Final CQA Report to be submitted to Ecology. If Ecology requires changes to the Final CQA Report, additional budget may be required.

Deliverables:

- Punch lists to supplement City's Punch List – Initial, Interim, Final
- Draft and Final CQA Report

**EXHIBIT B**  
COMPENSATION

**ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]**

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.

Name	Responsibility	Rate
Horton	Principle	\$214.20
Dorn	Senior Review	\$225.98
Allen	Proj. Eng	\$138.60
Simon	CADD	\$148.84
Caldwell	CADD	\$105.53
Pierson	Admin	106.16

**ALTERNATE B [LUMP SUM]**

The City shall pay Service Provider \_\_\_\_\_ dollars (\$) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

**ALTERNATE C [PROGRESS PAYMENTS]**

The City shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

Task	Amount Paid upon Completion of Task

**ALTERNATE D [BASE REGISTRATION]**

The City shall pay the Service Provider such amounts and in such manner as follows:  
 Fee for service shall be \_\_\_\_\_ percent \_\_\_\_\_ % of the base registration fees collected by the City.  
 Additional fees and/or surcharges levied by the City will be retained 100% by the City.  
 Payments shall be made as stated in Exhibit A – Scope of Work. The base registration fee is listed in Exhibit A – Scope of Work. Compensation shall not exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

**EXHIBIT C**  
REIMBURSABLE EXPENSES

<b>Type of Expense</b>	<b>Maximum Per Item</b>	<b>Cumulative Maximum</b>
Parking		
Meals		

**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: BHC Consultants, LLC

Signature: Ronald A. Dorn Printed Name: Ronald A. Dorn Title: Exec. Vice President