

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Professional Services
 Agreement with Murray, Smith
 & Associates, Inc. to Provide
 Preliminary Design Services
 for the Reservoir 2
 Replacement

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

COUNCIL BILL # _____
 Originating Department Public Works
 Contact Person Souheil Nasr
 Phone Number 425-257-7210
 FOR AGENDA OF January 25, 2017

Initialed by:
 Department Head _____
 CAA db
 Council President _____

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
Rucker Hill, Edward Avenue west of Tulalip Avenue	Request for Qualifications 08/24/16	Professional Services Agreement	Public Works

Amount Budgeted	\$15,000,000	Fund 336
Expenditure Required	\$393,135	Account Number(s): UP 3658-1
Budget Remaining	\$14,606,865	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The 2014 Comprehensive Water Plan recommended replacement of the 105-year old Reservoir 2 with a new 5 MG storage reservoir to be located either in the east half of Reservoir 2 or on the property adjacent to it. To commence this process, staff recommends entering into a Professional Services Agreement with Murray, Smith & Associates, Inc. in the amount of \$393,135 to provide preliminary design services for the Reservoir 2 replacement. The new storage reservoir will obviate the need for the existing Reservoir 2, thus eliminating the risk for a catastrophic failure of the western and southern embankments of the reservoir which are in poor condition.

Additionally, the existing Valve House No. 2 is in excess of 75 years old. Reid Middleton has performed a visual examination of the building to investigate its structural condition and to assess its probable seismic performance. The investigation concluded that the Valve House is both seismically deficient and poorly configured for valve maintenance. The report recommended the replacement of the Valve House. The project will proceed in two phases, the preliminary design phase, which will evaluate various alternatives and will recommend a final configuration for Reservoir 2. The final design phase will include design of the recommended project. The Council will be asked to authorize the final design phase through a supplemental agreement at a later date.

RECOMMENDATION (Exact action requested of Council):

Authorize Mayor to Sign a Professional Services Agreement with Murray, Smith & Associates, Inc. to provide preliminary design services for the Reservoir 2 Replacement in the amount of \$393,135.

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT made and entered into on this _____ day of February, 2017, 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 Murray, Smith & Associates, Inc., whose address is 2707 Colby Avenue Suite 1100, Everett, WA 98201-3566, hereinafter referred to as the "Service Provider."

WHEREAS, the City desires to engage the Service Provider to Design the Reservoir 2 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, all in accordance with prevailing professional and industry standards in the Puget Sound region.

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. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. 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, 2020.

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 Three Hundred Ninety Three Thousand One Hundred Thirty Five Dollars (\$393,135).

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.: Souheil Nasr, 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.** 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.: Souheil Nasr, P.E.
3200 Cedar Street
Everett, WA 98201

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

Murray, Smith & Associates
Attn.: Thomas Lindberg, P.E.
2707 Colby Avenue, Suite 1100
Everett, WA 98201-3566

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.

<p>Corporation</p> <p><u>MURRAY, SMITH & ASSOCIATES, INC.</u> [Service Provider's Complete Legal Name]</p> <p>By: <u>[Signature]</u> Typed/Printed Name: <u>THOMAS J. PERDY</u> Its: <u>VICE PRESIDENT</u> Date: <u>1/12/2017</u></p>
<p>Partnership (general)</p> <p>_____ [Service Provider's Complete Legal Name] a Washington general partnership</p> <p>By: _____ Typed/Printed Name: _____ General Partner Date: _____</p>
<p>Partnership (limited)</p> <p>_____ [Service Provider's Complete Legal Name] a Washington limited partnership</p> <p>By: _____ Typed/Printed Name: _____ General Partner Date: _____</p>
<p>Sole Proprietorship</p> <p>_____ Typed/Printed Name: _____</p> <p>_____ Sole Proprietor: Date: _____</p>
<p>Limited Liability Company</p> <p>_____ [Service Provider's Complete Legal Name] a Washington limited liability company</p> <p>By: _____ Typed/Printed Name: _____ Managing Member Date: _____</p>



EXHIBIT A

SCOPE OF SERVICES

City of Everett
Replacement of Reservoir 2
Work Order #UP3658
Phase 1 - Preliminary Design

BACKGROUND

Murray, Smith & Associates, Inc. (MSA) has developed the following scope of services and accompanying fee estimates to provide engineering services for the Replacement of Reservoir 2 project. The scope and fee have been developed using a multi-phase approach as described below, based on discussions with City of Everett (City) staff and our understanding of the project.

PROJECT APPROACH

The engineering services to be provided by MSA will be accomplished using a phased approach, as follows:

- Phase 1 – Preliminary Design
- Phase 2 – Final Design and Bidding
- Phase 3 – Construction Support Services

Based on this approach, the scope of services and fee estimate for the Phase 1 work program are detailed herein. The goal of Phase 1 is to establish design criteria, work collaboratively with City staff to define the size and configuration of proposed improvements, and document the improvements in a preliminary design report with plans prepared to the approximately 30 percent completion level. The well-defined set of improvements from Phase 1 will be used as the basis for developing a more refined scope of services and fee estimate for the subsequent final design work program under Phase 2.

PROPOSED IMPROVEMENTS

The following is a brief overview of the proposed improvements for this project. The proposed improvements have been defined by the City and are used as the basis for the scope of services described herein.

- Demolition and removal of the existing 10 MG open reservoir and valve house.
- 5.0 MG of storage in one or two tanks.
- New valve facility.
- Evaluate rehabilitation/replacement of 24" water main between Reservoir 2 and Reservoir 1.

PHASE 1 PRELIMINARY DESIGN - OVERVIEW

The primary objectives of the Phase 1 work program defined herein are to identify early on the project requirements and constraints; the size and configuration of the new reservoir, valve house, transmission main replacement/rehabilitation and existing reservoir decommissioning/demolition options.

The Phase 1 work program consists of the following major tasks:

- Task 101 – Project Management
- Task 102 – Project Coordination
- Task 201 – Data Collection and Utility Coordination
- Task 202 – Site Reconnaissance and Geotechnical Coordination
- Task 203 – Surveying and Mapping
- Task 204 – Alternatives Evaluation and Conceptual Design
- Task 205 – Preliminary Design
- Task 207 – DOH Project Report
- Task 208 – Public Outreach and Permitting Support
- Task 209 – Subconsultant Services
- Task 301 – Unanticipated Labor or Expenses

PHASE 1 PRELIMINARY DESIGN - SCOPE OF SERVICES

Task 101 - Project Management

- 101.1 Project Status Reporting – Report status of work activities, data needs and issues requiring City input through weekly project status e-mails and phone calls to City Project Manager.
- 101.2 Staff and Subconsultant Management – Manage project staff and subconsultants to ensure all services are in conformance with the scope of services, budget, and schedule.
- 101.3 Invoices and Budget Oversight – Monitor project costs and manage budget and billing tasks, including preparation and submission of monthly invoices, earned value analysis and progress reports.
- 101.4 Project Schedule – Prepare and update project schedule for use throughout the project.
- 101.5 Quality Assurance/Quality Control (QA/QC) – Manage and coordinate in-house quality assurance reviews of all deliverables.

MSA Deliverables:

- Weekly e-mail project status reports.
- Correspondence, e-mails and other documentation.
- Monthly billing statements and activity reports.
- Updated project schedules in MS Project.

City Responsibilities:

- Review project status reports, invoices, and schedule and provide comments to MSA.

Assumptions:

- Anticipated notice to proceed will be on or about January 19, 2017.
- Preliminary design services will be completed according to the schedule (Exhibit C).

Task 102 - Project Coordination

- 102.1 Kick-off Meeting – Prepare for and attend project kick-off meeting with City staff and key team members. Prepare meeting agenda and meeting summary (draft and final).
- 102.2 Coordination with City Staff – Coordinate and meet with City engineering and operations staff to discuss project elements and gather input on key issues related to all project elements

MSA Deliverables:

- Agenda and summary of all meetings.

City Responsibilities:

- Coordinate with project team, assist with scheduling meetings, and attend meetings.
- Review meeting agendas, meeting summaries, and provide comments to MSA.

Assumptions:

- One kick-off meeting will be attended by up to five MSA team members.
- Up to three project coordination meetings with City staff will be attended by up to four MSA staff.
- Coordination other than through meetings will be accomplished up to the hours shown in the fee estimate.

Task 201 - Data Collection and Utility Coordination

- 201.1 Data Request List – Coordinate with City on preliminary data needs and availability of data prior to full development of a data request list. Prepare a list of data needed for the project, submit initial list to the City during project kick-off, and coordinate with the City during the data collection process. This includes preparing additional lists of supplemental data needed for the project, as necessary. Approximately three data requests are estimated.
- 201.2 Review Data and Information – Review data and information provided by the City and extract relevant information for the project. This will include:
- Gather and review existing mapping, design drawings, engineering reports and other data related to the project site.
 - Review of existing site drainage and reservoir drainage, overflow and outfall facilities.
 - Review of existing water transmission piping, valving and reservoir operations, including available SCADA data. Reservoir operations information to be provided in meeting with City, in addition to SCADA data availability.
 - Review of existing site access, site access easements and utility easements.
 - Review of existing site security provisions.
 - Extent of yard piping replacement and pipe condition assessment.
- 201.3 Utility Coordination and Analysis – Acquire utility system mapping from all utilities located within the project area. Perform a utility conflict analysis for the preliminary onsite pipelines to identify potential utility conflicts. Develop a list of potential conflict locations

to obtain specific utility information, including dimensions, location and depth, identifying areas to be potholed by the City to confirm existing utilities at critical locations of planned improvements, as necessary.

MSA Deliverables:

- Electronic copies of formal “Request for Information”.
- Utility conflict analysis and recommendations for utility potholing, if required.

City Responsibilities:

- Meet with MSA to discuss data requests and provide all available as-built documents for City facilities, available and necessary SCADA data, and other requested data within the timeframe shown in the project schedule for this task.
- City crews to perform potholing as determined by the utility conflict analysis and on an as-needed basis.

Task 202 - Site Reconnaissance and Geotechnical Coordination

- 202.1 Site Reconnaissance – Conduct a field reconnaissance of the Reservoir 2 site with the City and team members to review site conditions, discuss proposed improvements, and gather information.
- 202.2 Geotechnical Coordination – Coordinate geotechnical exploration tasks with geotechnical subconsultant including likely locations of structures to identify optimal test pit or boring locations, review draft and final geotechnical reports, and coordination of field work.
- a. Geotechnical surveys will be completed by MSA subconsultant, GeoEngineers, as described in more detail under Task 208.2.

City Responsibilities:

- Attend field reconnaissance with MSA and other team members.

Task 203 - Surveying and Mapping

- 203.1 Survey Coordination and Review – Coordinate surveying tasks with surveying subconsultant, review draft survey information, and coordinate with surveyor on work required to complete survey to City standards and requirements of the project.
- a. Topographic Survey of Reservoir 2 and 4 site will be completed by MSA subconsultant, Duane Hartman and Associates (DHA), as described in more detail under Task 208.1.
- 203.2 Base Map Development – Perform final review and formatting of AutoCAD files of survey from DHA, develop base map suitable for design for use in the preliminary layout of site improvements on the Reservoir 2 site and subsequent tasks under final design.

City Responsibilities:

- Field locate water mains, other City utilities and appurtenances prior to site survey.

MSA Deliverables:

- Survey base map in AutoCAD format meeting the current City Design “Survey & CAD Standards for Civil Projects”.
- Stamped and signed hard copies of the topographic and boundary survey.
- Copies of survey notes.

Task 204 – Alternatives Evaluation and Conceptual Design

204.1 Develop Design Criteria – Develop design criteria and document City preferences for use in the alternatives evaluation, conceptual and preliminary design efforts including the following:

- Reservoir seismic and structural criteria
- Reservoir floor and overflow elevations
- Coating systems, interior and exterior
- Cathodic protection considerations
- Reservoir inlet, outlet, overflow, and drain piping
- Allowable leakage criteria, collection and disposal
- Hydraulic mixing system
- Metering and valving
- Dechlorination
- Access and safety systems, interior and exterior
- Ventilation
- Water quality sampling
- Security
- Lighting
- SCADA/telemetry
- Operations and maintenance
- Yard Piping
- Site Access
- Reservoir type, shape, and number of reservoirs or compartments
- Site grading and reservoir
- Reservoir Operations and Maintenance

MSA will prepare a draft design criteria and City preferences summary for City’s review and input. Design criteria and preferences will then be discussed and finalized with City staff in a workshop setting. Finalized design criteria and preferences will be documented and submitted to City.

204.2 Develop and Evaluate Alternatives – Identify, describe, and evaluate up to two (2) alternatives for each of the following:

- Reservoir size, type and configuration, one or two reservoirs
- Valve facility style and configuration
- Water transmission main replacement/rehabilitation options

- Existing Reservoir 2 decommissioning/demolition options, including evaluation of adjacent slope.
- 204.3 Develop Triple Bottom Line Evaluation Criteria – For each of the alternatives identified above, develop criteria that will be used to evaluate the alternatives based on the Triple Bottom Line (TBL) decision model. Coordinate with the City to develop criteria and provide completed set of criteria to the City for review and comment prior to the workshops (described below).
- 204.4 City Workshops and Alternative Evaluations – In up to two (2) workshop settings, meet with City staff to present the alternatives described above, make modifications to the evaluation spreadsheet, and load the spreadsheet model with input from the group for criteria weighting and scoring.
- 204.5 Develop Conceptual Layout - Develop conceptual layout of the improvements for the site using the established design criteria, City preferences, and selected alternatives. The conceptual layout will include anticipated site civil and utility work including potable water, storm drainage, storm detention, water transmission main replacement/rehabilitation, reservoir, and valve facility improvements.
- MSA will submit draft conceptual design to City for review and comment. Comments will be incorporated into a revised conceptual layout to be prepared.
- 204.6 Develop Renderings – Develop conceptual renderings illustrating the proposed reservoir and site (before and after) with the surroundings to provide the observer with a realistic perspective. Anticipated figures include:
- Plan view or birds-eye view of existing site (before) using aerial imagery.
 - Elevation view of existing site (before) using digital photos.
 - Plan view or birds-eye view of proposed reservoir and site (after) using aerial imagery and rendered images of proposed improvements.
 - Elevation view of proposed reservoir and site (after) using digital photos and rendered images of proposed improvements.

MSA Deliverables:

- Draft and finalized design criteria and preferences in Word and PDF format.
- Alternatives workshop agendas and materials in Word and PDF format.
- Conceptual layout plan in PDF format.
- Rendering figures in PDF format.

City Responsibilities:

- Participate in design criteria and alternatives evaluation workshops and provide input on preferences for proposed improvements.
- Review draft design criteria and preferences summary prior to workshop.
- Review alternatives evaluation materials prior to workshops.
- Review and provide consolidated comments on conceptual plan and rendering submittals.

Assumptions:

- One design criteria workshop with City staff will be attended by up to four MSA team members.
- Up to two alternatives evaluation workshops with City staff will be attended by up to four MSA team members.

Task 205 - Preliminary Design

This task will include coordination with City staff on key design elements, design criteria, and development of preliminary plans to the approximately 30 percent design completion level as described below.

205.1 Preliminary 30% Plans - Based on the final conceptual layout plan, prepare preliminary plans at the 30% design completion level of the proposed improvements for the site, reservoir, and valve facility. Preliminary plans will be developed at a 1"=20' scale. The 30% plans are anticipated to include key plan sheets necessary to convey design aspects of major project components. A preliminary list of anticipated plan sheets to be included at the 30% submittal is listed below.

- Cover Sheet
- Symbols and Abbreviations
- Site Layout Plan and Survey Control
- Grading and Drainage Plan
- Site Utility Plan
- Transmission Main Plan and Profile
- Reservoir Plan
- Reservoir Section
- Reservoir 2 Demolition Plan
- Reservoir 2 Demolition Section
- Valve Facility Plan
- Valve Facility Section
- Electrical One-Line Diagram
- Electrical Site Plan
- Valve Facility Electrical Plan

205.2 Cost Estimates and Schedule – Prepare preliminary construction cost estimates for the proposed reservoir, valve house and related site improvements and include the estimated construction schedule within the overall project schedule.

205.3 City Review Meetings – Meet with the City throughout preliminary design to review and discuss project elements, as needed. Submit 30% preliminary plans to the City for review and comment. Meet with City to discuss review comments and proposed modifications to 30% preliminary plans. Modify plans based on City review comments.

City Responsibilities:

- Review draft 30% preliminary plan submittals and provide comments to MSA.
- Participate in review meetings and provide input on preferences for proposed improvements.

MSA Deliverables:

- 30 percent preliminary plans at half size (11x17) and full size (22x34) in PDF format.
- Engineer's Opinion of Probable Construction Cost and estimated construction schedule.
- Review workshop agendas and meeting summaries.

Assumptions:

- A total of three City review meetings are anticipated and will be attended by up to five MSA team members.

Task 206 - DOH Project Report

- 206.1 Draft Preliminary Design Report – Prepare a Preliminary Design Report that documents the project background, proposed improvements, design criteria, alternative improvements, analyses, discussion of operations and maintenance requirements, cost estimates, and project schedule. Include in the appendix the 30% preliminary plans and the technical memorandums from the services performed by sub consultants. The Preliminary Design Report will be prepared to fulfill the Department of Health (DOH) Project Report requirements for facility projects.
- 206.2 Final Preliminary Design Report – Modify report based on City review comments and submit copies of final report to City.
- 206.3 DOH Report Submittal and Coordination – Submit the Preliminary Design Report and required DOH forms to DOH for review in accordance with the project report requirements for proposed facility projects. Coordinate with DOH staff as required and provide written responses to comments received from DOH's review of the report.

City Responsibilities:

- Review draft project report and provide comments to MSA.

MSA Deliverables:

- Draft and final Preliminary Design Report will be submitted to the City in Word and PDF formats.

Assumptions:

- City will provide comments on the preliminary design report via e-mail.

Task 207 - Public Outreach and Permitting Support

This task includes services to assist the City on an as-needed basis for public outreach and permitting activities associated with the project.

- 207.1 Open House/Public Meetings – Assist City staff with public meetings by participating in meetings and preparing presentation material to convey project information.
- 207.2 Mailers and Handouts – Assist City staff with mailers and handouts by providing project information, figures and supporting graphics.
- 207.3 City Permit Assistance – Review the City's permit checklist, applications and attachments for project permits including right-of-way construction permit, public works permit, and grading permits. Prepare supporting graphics and provide necessary information for the City. City will take the lead in preparation of the SEPA checklist. MSA will provide the necessary technical information and graphics to support SEPA.

MSA Deliverables:

- Project information, figures, presentation material and supporting graphics.
- Conceptual drawings and renderings.

City Responsibilities:

- City will take the lead in scheduling, notifying the public, and conducting public outreach meetings.
- City will coordinate with MSA, as needed, during the development of mailers, handouts and presentation material.

Assumptions:

- City staff will take the lead role in communicating with the neighboring community and the general public. MSA will support the City per the tasks above. It is assumed that one neighborhood public meeting will be held.
- One mailer/hand-out will be developed.
- Up to two conceptual drawings and renderings will be developed.
- Proposed improvements are subject only to City of Everett land use, environmental, and construction permit conditions.
- City will take the lead in completing the applications and processing all permits. MSA will provide supporting technical information and review draft applications.

Task 208 - Sub consultant Services

This task includes the specialty services to be provided by MSA's sub consultants for Phase 1, as described below.

208.1 Survey and Mapping – Duane Hartman and Associates (DHA) will provide the topographic survey, utility locating, and base mapping services for the Reservoir 2 and 4 site. A more detailed description of the services to be provided follows.

- Research and map the existing utilities prior to field survey and from available utility company and City records. Existing base mapping by Metron & Associates (2010) will be field confirmed by DHA and utilized as a component of the new base mapping. Two-man field survey crews will be utilized to establish site control and survey the entire project.
- Topographic mapping will be completed to City of Everett (COE) standards (for scale and contour interval). DHA will locate a sufficient amount of the existing right of way monuments to generate City street rights of way, platted lot lines and reservoir boundary.
- Topographic mapping will consist of all above ground planimetric features, curbs, walks, fences, trees etc., and all above and underground utilities. DHA field crews will employ the City of Everett field survey standards for point descriptions, field note taking standards and all standards identified by the City's Project Manager.
- DHA will employ APS Locating to paint out the underground private utilities within the street rights of way and any within the site, then rely on the of the City of Everett to locate and paint all onsite and ROW city utilities.
- All field data will be processed in accordance with COE's CAD standards and sent in AutoCAD as a block drawing. The horizontal datum will be Washington State Plane

coordinates, north zone, as specified by COE. The vertical datum will be NAVD-88. The topographic survey will be developed as a 1"=20' scale file with one or two foot contours, in accordance with COE standards.

- Package and electronically transmit the topographic and boundary survey information to the project team for their use in the site plan and reservoir design.

208.2 Preliminary Geotechnical Engineering - GeoEngineers will provide geotechnical engineering services consisting of subsurface explorations and evaluation of soils and groundwater conditions for the reservoir and site improvements. A more detailed description of services to be performed is provided below.

- Review geologic and hydrogeologic references, available groundwater data, and previous geotechnical reports regarding subsurface soil and groundwater conditions. Participate in scoping discussions with MSA and/or the City of Everett, as requested.
- Visit the site to complete a geologic reconnaissance of the current site and slope conditions, soil exposures, seepage areas, evaluate near-surface soils with hand tools, and to complete photographic documentation.
- Meet with utility representatives and clear boring locations. GeoEngineers will call the One Call Service and also subcontract a private utility locator to aid in locating the borings.
- Explore subsurface soil and groundwater conditions at the site by drilling 5 borings with a track drill rig to depths ranging from 15 to 80 feet. GeoEngineers representative will maintain a detailed log of each boring and obtain samples of the various materials encountered. The samples will be returned to GeoEngineers office for additional examination and laboratory testing. GeoEngineers will plan to leave cuttings on site in an area designated by City staff. Based on the project understanding, borings are proposed in the following areas:
 - Two borings within the proposed new reservoir footprint to confirm existing fill characteristics, and the variability of transitional deposits below the foundation considering settlement analyses (estimated 50 to 60 feet each)
 - One boring in the north portion of the site for trenching recommendations for the new pipe (15 feet)
 - One boring at the proposed new valve house location (25 feet considering the slope in this area)
 - One boring at the crest of the steep slope to supplement the previous borings in this area and obtain laboratory data for slope stability analyses (estimated 80 feet)
- Evaluate pertinent physical and engineering characteristics of the soils from the results of the field explorations and geotechnical laboratory tests performed on samples obtained from the explorations. Anticipate completing moisture content tests, gradation tests, Atterberg Limits testing, and consolidation testing, as appropriate.
- Describe site conditions including detailed subsurface soil conditions encountered based on results of the field explorations and geotechnical laboratory analysis.
- Develop a critical cross section for slope stability analyses based on GeoEngineers' review of site conditions, and the results of drilling and laboratory testing. Develop

alternative slope stabilization measures considering the results of slope stability analyses and proximity of the new reservoir, if applicable.

- Provide recommendations for site preparation and earthwork including estimated stripping depths and required subgrade preparation, suitability of on-site soils for use as structural fill including any constraints for wet weather construction, gradation criteria for any structural fill material which may have to be imported, and fill placement and compaction requirements. Also provide earthwork and construction considerations for demolition of the existing Reservoir 2 considering the adjacent slope.
- Develop recommendations for excavation and shoring, including temporary cut slopes.
- Provide a description of the groundwater conditions encountered or expected and conclusions and recommendations regarding dewatering techniques, where appropriate. This will include a discussion of appropriate dewatering techniques and details, and suggestions for dewatering specifications and bid items, if appropriate.
- Perform engineering analyses and provide conclusions and recommendations for the following:
 - Foundation type for the reservoir and appropriate design capacities and/or bearing pressures, lateral resistance values and estimates of expected foundation settlement. We anticipate that both a mat foundation and a slab and ring-wall foundation configuration will be evaluated.
 - Settlement mitigation measures, if applicable, including preload and surcharge alternatives to reduce post construction settlements to within tolerable limits.
 - Geotechnical considerations for subgrade preparation for foundations.
 - Shoring design including lateral pressures and partial shoring considerations.
 - Pipe support including bedding and backfill.
 - Construction dewatering considerations including depth to groundwater encountered during drilling, and estimated permeability coefficients based on laboratory sieve analyses.
 - Seismic design criteria based on AWWA and IBC including soil profile type, spectral response accelerations, seismic coefficients, site class and seismic use group.
 - Erosion control measures during and following construction, and permanent site drainage.
 - Shallow building foundations and slab-on-grade for the new valve house.
 - Retaining wall design parameters for grade transitions at the site, if required.
- Comment on any anticipated construction difficulties identified from the results of the field exploration and from experience on projects at similar sites.
- Present findings and recommendations in a written report with supporting site plan, boring logs, and other applicable figures.
- Attend one or two meetings with MSA and/or the City of Everett, as requested.
- Provide support to MSA during preliminary design of the plans and specifications, as requested.

208.3 Preliminary Structural Engineering – Peterson Structural Engineers (Peterson) will provide structural engineering support for the project up to the 30 percent design completion level. A more detailed description of the services to be provided follows.

- Preliminary geometry assessment and foundation load summary.
- Review of geotechnical information provided by GeoEngineers.
- Generation of preliminary gravity and lateral design loads.
- Perform design and generation of preliminary construction drawings up to the 30 percent design completion level.
- Provide preliminary design documents for design review submittal.
- Prepare preliminary design memo for the structural elements.
- Attend one meeting with the City to review draft pre-design documents.
- Provide finalized 30 percent preliminary design structural drawings and technical memorandum.

208.4 Preliminary Electrical Engineering – R&W Engineers (R&W) will provide electrical engineering support for the project up to the 30 percent design completion level. A more detailed description of the services to be provided follows.

- Perform site visit and review information about existing utilities.
- Perform load calculations for electrical service.
- Prepare preliminary electrical engineering technical memorandum.
- Prepare preliminary one-line diagram, electrical demo plan, electrical site plan, valve house electrical plan.

Task 301 – Unanticipated Labor or Expenses

This task will include additional unanticipated labor or expenses not specifically identified in the scope of work tasks defined above. Such work items will be implemented on a work order basis and will be undertaken only after written authorization from the City's Project Manager.

ESTIMATED SCHEDULE

MSA is prepared to begin work on this project immediately upon receipt of notice to proceed from the City. Services contained herein will be completed while working in close coordination with City staff within the project schedule provided as Exhibit C.

ENGINEERING FEE ESTIMATE

An engineering fee estimate, Exhibit B, has been prepared with a supplemental services management reserve for Phase 1 based on the detailed scope of services contained herein. The City will provide written authorization prior to proceeding with any Supplemental Services.

CITY OF EVERETT, REPLACEMENT OF RESERVOIR 2, PHASE 1 PRELIMINARY DESIGN, UP3658 - EXHIBIT B
PROJECT HOURS, EXPENSES AND FEE ESTIMATE

Date: 12-Jan-17

Labor Category	Staff	Direct Salary Hourly Rates, (\$\$,CC)	HOURS FOR EACH TASK (Whole Hours Only)											Total Hours	Cost		
			Task 101	Task 102	Task 103	Task 201	Task 202	Task 203	Task 204	Task 205	Task 206	Task 207	Task 208			Task 301	
1 Principal in Charge	Perry	\$ 79.58	17	0	0	0	0	0	0	0	0	0	0	0	0	17	\$ 1,353
2 Project Manager / Contract Manager	Lindberg	\$ 73.49	97	17	3	2	32	48	10	12	12	0	0	0	0	223	\$ 16,388
3 Project Engineer / Design Lead	Meyer	\$ 53.60	8	24	0	0	100	170	32	0	0	0	0	0	0	349	\$ 18,706
4 Technical Advisor	Boland	\$ 60.58	8	11	0	4	24	28	6	0	0	0	0	0	0	81	\$ 4,907
5 Project Engineer	Hardy	\$ 51.29	0	14	0	2	85	130	20	8	0	0	0	0	0	265	\$ 13,592
6 Design Engineer	Tannahill	\$ 34.98	0	6	0	8	140	240	50	20	0	0	0	0	0	495	\$ 17,315
7 Drafter / CAD	Marx	\$ 39.04	0	0	0	12	40	140	5	16	0	0	0	0	0	213	\$ 8,316
8 Project Admin.	Russ	\$ 17.18	8	3	0	0	8	8	4	0	0	0	0	0	0	39	\$ 670
Total Task Hours			130	75	38	19	24	429	764	127	76	0	0	0	0	1,682	\$
Subtotal Direct Salary Cost (DSC), \$			9,103	4,182	1,876	986	20,121	35,002	5,832	3,397	0	0	0	0	0	0	\$ 81,246
Overhead on DSC (Indirect cost) @ .%			16,196	8,359	3,550	1,923	1,995	40,220	69,985	11,698	6,790	0	0	0	0	0	\$ 162,402
Total Labor Cost, \$			27,299	12,541	5,026	2,744	60,341	104,987	17,550	10,187	0	0	0	0	0	0	\$ 243,648
Expenses, \$																	
1 Mileage & Travel			0	200	0	0	300	300	0	0	0	0	0	0	0	0	\$ 860
2 Renderings, Reproduction & Printing			100	50	20	20	3,200	200	200	0	0	0	0	0	0	0	\$ 3,920
3 Postage & Delivery			10	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 10
4 Unanticipated additional work authorized by the City			0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 30,000
5 Per Labor Hr. Model Charge			0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 3,834
Total Expenses, \$			110	250	20	20	3,220	500	200	0	0	0	0	0	0	0	\$ 36,524
TOTAL LABOR AND EXPENSES			27,409	12,791	5,046	2,814	63,561	107,987	17,750	10,485	0	0	0	0	0	0	\$ 282,172
Subconsultant Expenses, \$																	
1 IDHA (Surveying)																	\$ 20,074
2 GeoEngineers (Geotechnical)																	\$ 396,900
3 PSE (Structural)																	\$ 15,000
4 R&W (Electrical)																	\$ 10,500
TOTAL SUBCONSULTANTS																	\$ 82,474
Subconsultant Admin Mark-up, %																	\$ 4,124
Subtotal Cost by Task			27,409	12,791	5,046	2,814	64,561	107,987	17,840	10,485	0	0	0	0	0	0	\$ 86,598
Fee/Profit (as % of Total DSC & Overhead)			2,730	1,254	503	274	6,034	10,497	1,755	1,019	0	0	0	0	0	0	\$ 24,365
Next Year's Labor Escalation*			0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
TOTAL ESTIMATED COST AND FEE, \$			30,139	14,045	5,549	3,088	70,595	118,484	19,595	11,514	0	0	0	0	0	0	\$ 393,135

* Next year's labor escalation was calculated assuming of the work would be completed next year.

Enter data in yellow & green shaded cells only. Other formula cells are locked to prevent accidental changes. There is no password protection.

Overall Project Multiplier

Fee/Profit, as a % of DSC Only



EXHIBIT C

TIME SCHEDULE OF COMPLETION

**City of Everett
Replacement of Reservoir 2
Work Order #UP3658**

Phase 1 - Preliminary Design

PRELIMINARY ESTIMATED SCHEDULE

MSA shall begin work immediately upon receipt of Notice to Proceed from the City and proceed according to the preliminary estimated schedule presented below. However, the schedule may change due to factors beyond MSA’s control, such as additional time required for permitting, public outreach, etc.

Preliminary Design Tasks	Estimated Completion
Notice to Proceed	February 3, 2017
Task 101 – Project Management	February – September 2017
Task 102 – Project Coordination	February – September 2017
Task 201 – Data Collection and Utility Coordination	February – March 2017
Task 202 – Site Reconnaissance and Geotechnical Coordination	February – April 2017
Task 203 – Surveying and Mapping	February – March 2017
Task 204 – Alternatives Evaluation and Conceptual Design	April – July 2017
Task 205 – Preliminary Design	July – September 2017
Task 206 – DOH Project Report	July – September 2017
Task 207 – Public Outreach and Permitting Support	As Requested by City
Task 301 – Unanticipated Supplemental Services	As Requested by City

Estimated Final Design, Bidding and Construction Tasks*	Estimated Completion
Final Design	September 2017 – May 2018
Bidding	May – June 2018
Construction	July 2018 – December 2019

** Final design, bidding and construction schedule contingent upon results of preliminary design phase and final scope of the proposed project improvements.*

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: MURRAY, SMITH & ASSOCIATES, INC

Signature:  Printed Name: THOMAS PARDO Title: VICE PRESIDENT