## MUKILTEO CITY COUNCIL AGENDA BILL 2012-50

<table>
<thead>
<tr>
<th>SUBJECT TITLE:</th>
<th>FOR AGENDA OF:</th>
<th>EXHIBITS:</th>
</tr>
</thead>
</table>
2. Location Map  
3. Tetra Tech – Smuggler’s Gulch LID Contract |

| Contact Staff: | | |
|----------------| | |
| Patricia Love, Assist Dir. Of Com. Dev.  
Jim Niggemyer, Assist City Engineer | | |

| Department Approval: | | |
|---------------------| | |
| Larry Waters, PE, Public Works Director | | |

| City Administrator Approval: | | |
|-----------------------------| | |
| Joe Hannan, City Administrator | | |

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>Expenditure Required:</th>
<th>Budget Remaining:</th>
<th>Total Project Costs</th>
<th>Appropriation Required:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$125,000</td>
<td>$74,600.00</td>
<td>$50,400.00</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account Name(s):</th>
<th>Account Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital- Smuggler’s Gulch LID Retrofit Test Case</td>
<td>440.90.594.305.6203</td>
</tr>
<tr>
<td>Smuggler.4406203</td>
<td></td>
</tr>
</tbody>
</table>

## RECOMMENDATION:  
Authorize the Mayor to sign the Smuggler’s Gulch Low Impact Development contract in the amount of $74,600.00 with Tetra Tech for engineering services to prepare the design and engineering plans for the project.

## BACKGROUND:  
During the 2012 budget process, staff proposed a capital project to initiate a Low Impact Development (LID) demonstration project in the Smuggler’s Gulch Drainage Basin to reduce flooding, manage erosion, and improve water quality. The intent of the project is to reduce peak flow rates, increase ground water recharge which will help maintain stable stream base flows, and improve water quality by retrofitting an existing detention pond and implementing Low Impact Development techniques.

The Smuggler’s Gulch neighborhood was selected for the LID demonstration and retrofit project because it is a fully developed neighborhood built in the 1970’s - 1980’s with stormwater detention and treatment facilities that, while meeting standards at the time, do not meet current standards. The purpose of this LID project is to demonstrate the benefits of retrofitting existing developed neighborhoods with LID facilities. Staff believes LID techniques are a cost effective way to address similar problems that are presently occurring in other gulches that discharge directly into the Sound. If the Smuggler’s Gulch project is successful, the City will look for opportunities to use LID techniques within the other basins. This demonstration project examines various options to reduce peak stormwater flows and pollutant loads at their source. Depending on the success of the initial projects, additional LID work may occur in this basin.

As part of the LID project, the City is teaming with two other groups to help promote learning opportunities about LID and best management practices. The Snohomish Conservation District will support the City by providing educational materials and Edmonds Community College will be using the Smuggler’s Gulch project as a case study for students enrolled in their spring, summer and fall horticultural classes.

## PROJECT BUDGET:  
As part of the 2012 budget, $125,000 was set aside for the Smuggler’s Gulch LID capital project. After comparing the options, staff determined that the biggest downstream benefit will result from the detention pond retrofits because of the increased storage capacity, ability to provide water quality treatment and
control the release rate. However the LID portion of the project gives the City the opportunity to test Low Impact Development rain gardens in the City. As such staff is recommending that the project include one detention pond retrofit and one to two rain gardens. This way, the City can do 1-2 pilot projects in the neighborhood and monitor their effectiveness over the next year to determine if we want to proceed with the program. The average costs listed in the table below were taken from the Smuggler’s Gulch Pre-Design Report. Staff is also recommending that over the next 2 years we add two detention pond retrofit projects (one per year) to the stormwater capital budget requests.

**Comparison of Options:**

<table>
<thead>
<tr>
<th>Project Goals</th>
<th>Design Options</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rain Garden</td>
<td>Gravel Gallery</td>
<td>Pervious Sidewalk</td>
<td>Media Filters</td>
<td>Detention Pond Retrofit</td>
</tr>
<tr>
<td>Reduce Downstream Erosion</td>
<td>Yes</td>
<td>Yes</td>
<td>Minimal</td>
<td>No</td>
</tr>
<tr>
<td>Reduce Downstream Flooding</td>
<td>Yes</td>
<td>Yes</td>
<td>Minimal</td>
<td>No</td>
</tr>
<tr>
<td>Increase Water Quality Function</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Improve Ground Water Recharge &amp; Base Flows</td>
<td>Minimal w low infiltration soils</td>
<td>Minimal w low infiltration soils</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Construction Costs</td>
<td>Ave $36 sf</td>
<td>Ave $30 sf</td>
<td>Ave $7.5 if</td>
<td>--</td>
</tr>
</tbody>
</table>

Currently there are sufficient funds to cover the design costs for both the detention pond retrofit project and the rain gardens. However, we may need to request a budget amendment out of the stormwater fund for construction of the project as the budget only included the LID component of the project.

**SUMMARY OF REQUEST:**
Three firms were selected to interview for the Smuggler’s Gulch LID project and the interview team selected Tetra Tech because of their experience in LID projects and their geotechnical knowledge. Attached for Council’s consideration is the City’s standard contract with a scope of services in the amount of $74,600.00.

**ALTERNAIVES:** Delay the project till a later date.
## TENTATIVE PROJECT SCHEDULE

<table>
<thead>
<tr>
<th>Date:</th>
<th>Task:</th>
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</thead>
<tbody>
<tr>
<td>April 17-20</td>
<td>Kick off meeting and round table discussion with City, Consultant Team, Conservation District, and EDCC staff to discuss each party’s interest, approach, and needs to make the project successful.</td>
</tr>
<tr>
<td>April 23-26</td>
<td>Site selection meeting. Team meeting discussion with the City, Consultant Team, and EDCC Students to look at the various site alternatives and narrow the project down to seven to ten sites.</td>
</tr>
<tr>
<td>May 7-17</td>
<td>One on one interviews with the adjacent neighbors of the sites selected for the rain gardens to determine which property owners would be interested in the project. From the interviews, one to two sites will be selected for the project.</td>
</tr>
<tr>
<td>May 21 – 25</td>
<td>Community Meeting to describe the project in detail.</td>
</tr>
<tr>
<td>May 28 – Mid June</td>
<td>Design. Prepare 30% designs for the rain garden and detention pond retrofit. Students would work directly with the consultant team to help prepare the 30% plans.</td>
</tr>
<tr>
<td>Mid July</td>
<td>2nd Community Meeting. Take the 30% designs back to the neighbors and the community to show them the plans and make adjustments based on their feedback.</td>
</tr>
<tr>
<td>September</td>
<td>Construction</td>
</tr>
<tr>
<td>Late September</td>
<td>Community Planting Day. Date to be determined. Students would be involved in this community event.</td>
</tr>
<tr>
<td>Early October</td>
<td>City Council Report. Bring the students back and have them present their “findings” or report on their experience to the Mukilteo City Council.</td>
</tr>
</tbody>
</table>
Location Map

Legend
- PARK
- MUKILTEO CITY LIMITS
- SMUGGLER'S GULCH BOUNDARY

Smugglers Gulch Drainage Basin Boundaries

LID Demonstration Project Location
CITY OF MUKILTEO

CONSULTANT AGREEMENT

This agreement is entered into for the provision of CONSULTANT services to the City of Mukilteo for the following Project:

**Project Titles:** Smuggler’s Gulch LID Design & Engineering Contract

**Work Description:** See Attachment A - Scope of Work

### Parties to the Agreement

<table>
<thead>
<tr>
<th>CONSULTANT:</th>
<th>City:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tetra Tech</td>
<td>City of Mukilteo</td>
</tr>
<tr>
<td>400 112th Avenue NE, Suite 400</td>
<td>11930 Cyrus Way</td>
</tr>
<tr>
<td>Bellevue, WA 98004</td>
<td>Mukilteo, WA 98275</td>
</tr>
</tbody>
</table>

**Project Manager:** Dean Franz, PE

**Phone:** (425) 732-5648

**Fax:** (425) 635-1150

**E-mail:** dean.franz@tetratech.com

**Type of Agreement** (Check One):

[ ] Lump Sum

[ ] Time and Expense, Not to Exceed a Maximum Amount

**Original Contract Time:**

[ ] __Calendar Days

[ ] Completion on or before

**Original Agreement Amount:**

[ ] Federal Funding Requirements Apply

[ ] State Funding Requirements Apply

[ ] N/A

**Actual Cost $**

**Allowance $**

**Total $XXXXXX.00 Not to exceed**
CITY OF MUKILTEO  
CONSULTANT AGREEMENT  

THIS AGREEMENT is entered into on April __, 2012 between the City of Mukilteo, Washington, hereinafter called "the CITY", and Tetra Tech, Inc., a Corporation organized under the Laws of Delaware and licensed to do business in Washington, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT represents that it is in compliance with Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting Services to the City

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows

I. GENERAL DESCRIPTION OF WORK.

The work under this agreement shall consist of the above-described work and services as herein defined and necessary to accomplish the completed work for this study. The CONSULTANT shall furnish all services, labor, materials and related equipment necessary to conduct and complete the work as designated elsewhere in the agreement, except for services and data agreed to be provided by the City.

II. SCOPE OF WORK

The Scope of Work for this project is detailed in Attachment A - Scope of Work, attached hereto and made part of this agreement.

III. GENERAL REQUIREMENTS

All aspects of coordination of the work of this agreement with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY.
The CONSULTANT shall provide a progress report on interim findings upon the completion of each task as described in Attachment A - Scope of Work, in a form approved by the CITY that will outline in written and graphical form the various tasks and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports, materials, and other data furnished to the CONSULTANT by the CITY shall be returned. All project documents and other work products prepared by the CONSULTANT prior to completion or termination of the agreement are instruments of service for this project and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such instruments of service, not occurring as a part of this project, shall be without liability or legal exposure to the CONSULTANT.

IV. TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under this agreement until authorized in writing by the CITY. All work under this agreement shall be completed by the date shown in the heading of this agreement under completion date.

The established completion time shall not be extended because of delays attributable to the CONSULTANT, but may be extended by the CITY in the event of a delay attributable to the CITY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the CITY is required to extend the established completion time.

The CONSULTANT will complete all work and submit all deliverables required by this agreement by the completion date.

V. PAYMENT

The CONSULTANT will be paid by the CITY for completed work and services rendered under this agreement as set forth below, based upon the type of agreement as shown in the header to this agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Attachment A - Scope of Work & Schedule.

A summary of the CONSULTANT’s cost break down, or lump sum cost if applicable, by work task is included in Attachment A - Scope of Work & Schedule, attached hereto, including the computation of overhead costs and fixed fee if applicable.

Billings and Payment Processing
The CONSULTANT shall be entitled to invoice the CITY once per calendar month during the term of the contract. Multiple invoices in one monthly period will not be honored. Invoices shall be inclusive of all work performed on this project and separate invoices on a task basis will be considered as multiple invoices.

Invoices shall detail the work performed or services rendered on a task basis as established in Attachment A - Scope of Work & Schedule, attached hereto.

Invoices shall be accompanied by a progress report on interim findings as required under Section III, General Requirements, covering the period for which the invoice is submitted.

The CITY will pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In the event of such a dispute, the CITY will pay the amount not in dispute and will withhold payment on all disputed amounts until such dispute(s) are resolved by the parties.

All costs associated to complete the services defined in Attachment A – Scope of Work & Schedule are included in the “Original Agreement Amount” listed in the heading of this agreement.

**Monthly Progress Payments**

Payments will be made upon completion of the work and City’s acceptance, as defined in Attachment A – Scope of Work & Schedule. The cumulative total of the monthly progress payments shall not exceed 90% of the “Original Agreement Amount” listed in the heading of this agreement.

**Maximum Total Amount Payable**

The Maximum Total Amount Payable, by the City to the CONSULTANT under this agreement, shall not exceed the amount shown in the heading of this agreement under “Original Agreement Amount”. The Maximum Total Amount may be adjusted by any mutually agreed change orders – see Section X – “Changes in Work”.

**Final Payment**

A final payment of 10% of the Maximum Total Payment Amount Payable due the CONSULTANT will be made promptly upon verification by the CITY after the completion of the work under this agreement, contingent upon receipt of all reports, and other related documents which are required to be furnished under this agreement. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar
to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

It is agreed that payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT agrees to refund such overpayment to the CITY within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the CITY of overpayment.

**Inspection of Cost Records**

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the CITY, for a period of three years after final payment the cost records and accounts pertaining to this agreement and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

**VI. SUBCONTRACTING**

The CONSULTANT shall not subcontract for the performance of any work under this agreement without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and Subconsultant, any contract or any other relationship.
VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, 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.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and any and all claims that may or might arise under any Workmen’s compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided on behalf of the CONSULTANT to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT (or to any employee of the CONSULTANT), any sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the City, except regularly retired employees, without written consent of the CITY.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment, or for services because of race, creed, color, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the
CITY and further that the CONSULTANT shall be barred from performing any services for the CITY now or in the future unless a showing is made satisfactory to the CITY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this agreement, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with applicable Regulations relative to nondiscrimination, and the American Disabilities Act of 1992, as amended.

B. NONDISCRIMINATION: The CONSULTANT, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by applicable Regulations.

C. SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.

D. INFORMATION AND REPORTS: The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY and shall set forth what efforts it has made to obtain the information.

E. SANCTIONS FOR NONCOMPLIANCE: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONSULTANT under the agreement until the CONSULTANT complies, and/or
2. Cancellation, termination or suspension of the agreement, in whole or in part;

F. INCORPORATION OF PROVISIONS: The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment unless exempt by the applicable Regulations. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.

G. UNFAIR EMPLOYMENT PRACTICES: The CONSULTANT shall comply with RCW 49.60.180 and Executive Order number E.O. 77-13 of the Governor of the State of Washington which prohibits unfair employment practices.

IX TERMINATION OF AGREEMENT

The right is reserved by the CITY to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT.

In the event that this agreement is terminated by the City other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as set forth below:

A final payment will be made to the CONSULTANT for all hours worked and all reimbursable expenses incurred prior to the effective date of the termination, provided, that in no event shall such payment exceed the same percentage of the Maximum Agreement Amount set forth on page 1 as the work completed at the time of termination is to the total work required for the project. In addition, the CONSULTANT will be paid for any authorized extra work completed.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for fault on the part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to: The actual cost incurred by the CONSULTANT in performing the work up to the date of termination; the amount of work originally required which was
satisfactorily completed to date of termination; whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required, and; the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the CITY in accordance with the provision of this agreement.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this agreement, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the agreement between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this agreement, payment shall be made as set forth in the second paragraph of this section.

The CONSULTANT understands that the personnel assigned to this project by the CONSULTANT were a substantial inducement to the CITY to enter into this Agreement. In the event that any or all of the said personnel leave the CONSULTANT's employ for any reason during the term of this Agreement, the CITY reserves the right, in its sole discretion, to terminate this Agreement in its entirety. In the event of such termination, payment shall be made to the CONSULTANT for services satisfactorily rendered prior to the date of such termination as set forth in the second paragraph of this section. The CITY's decision to allow other personnel of the CONSULTANT to perform some further services after any or all of said key personnel leave the CONSULTANT's employ shall not constitute a waiver of the CITY's right to terminate if, upon review of such further services the CITY determines, in its sole discretion, that the loss of such key personnel has affected the quality or value of such services to the CITY, provided, that such further services shall be paid for by the CITY as provided in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of this agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the agreement will not
constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

**X CHANGES OF WORK.**

The CONSULTANT shall make such changes and revisions in the completed work of this agreement as necessary to correct errors appearing therein, when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work, or parts thereof, changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section XIV.

Should the CITY find it desirable for its own purposes to modify portions of the agreed upon scope of work, the CITY shall inform the CONSULTANT of such change(s). If the CITY deletes portions of the agreed upon scope of work, the contract amount will be adjusted accordingly to reflect the savings for work not yet performed. If the CITY increases the scope of work, the CONSULTANT will submit for the CITY’s approval a proposal for the increased cost necessary to complete the additional work. No additional work shall start without the CITY’s approval of cost associated with the increased work.

If the CONSULTANT has previously been given authorization to proceed on the portion(s) to be deleted, the CITY’s notice of intent to delete the portion(s) shall constitute notice to cease work on those portions to be deleted. If the CONSULTANT has begun work on a portion of the work to be deleted, the CITY will reimburse the CONSULTANT in accordance with Section IX - Termination of Agreement as applied solely to the portions to be deleted.

The CITY has provided the CONSULTANT with a budget for the project and has requested that the CONSULTANT develop a Scope of Work that will not exceed this budget. The CONSULTANT understands that the CITY is relying upon the CONSULTANT’s expertise to develop a Scope of Work that fits the budget. The CITY and CONSULTANT will work together to bring the project in, on or under budget.

**XI DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for determination to the CITY Administrator, whose decision in the matter shall be final and binding upon the parties to this agreement, provided, however, that if litigation is brought challenging the Administrator’s decision, that decision shall be subject to de novo judicial review.

**XII MEDIATION / ARBITRATION**
In the event the parties cannot agree upon a resolution of a dispute, the same shall be settled by mediation/arbitration pursuant to RCW Chapter 7.04, et. seq. except as herein modified. Such mediation/arbitration shall be before one disinterested mediator/arbitrator, if one can be agreed upon, otherwise before three disinterested arbitrators, one named by city, one by Consultant, and one by the two thus chosen. If all arbitrators have not been appointed within ten (10) days after written notice of demand for arbitration is given by one party to the other, then either party may apply to the Snohomish County Superior Court, upon not less than (5) days written notice to the other, for appointment of the necessary arbitrators remaining to be appointed, and the judicial appointment shall be binding and final. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Washington as applied to the facts found by him/her or them. The arbitrator or arbitrators may grant injunctions or other relief in such controversy or claims. The decision of the arbitrator or arbitrators shall be final, conclusive and binding on the parties and a judgment may be obtained in any court having jurisdiction.

XIII LEGAL RELATIONS AND INSURANCE

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this agreement. This agreement shall be interpreted and construed in accord with the laws of Washington.

**Indemnification/Hold Harmless**

The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT’s obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT’s obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

**Insurance**
The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, their agents, representatives, employees or subcontractors.

**Minimum Scope of Insurance**

CONSULTANT shall obtain insurance of the types described below or on a State of Washington approved equivalent, subject to review by the City's Insurance Authority:

A. **Automotive Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Service Office (ISO) form CA00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

B. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contact. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The CITY shall be named as an additional insured under the CONSULTANT’S insurance coverage.

C. **Worker’s Compensation** coverage is required by the Industrial Insurance laws of the State of Washington.

D. **Professional Liability** insurance appropriate to the CONSULTANT’S profession.

**Minimum Amounts of Insurance**

CONSULTANT shall maintain the following insurance limits:

A. **Automotive Liability** insurance with a minimum combined single limit of bodily injury and property damage of $1,000,000 per accident.

B. **Commercial General Liability** insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

C. **Professional Liability** insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

**Other Insurance Provisions**
The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

A. The CONSULTANT’S insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT’S insurance and shall not contribute with it.

B. The CONSULTANT’S insurance shall be endorsed to state that coverage shall not be cancelled by the CONSULTANT or Insurance Company, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

Acceptability of Insurers

Insurance is to be placed with insurers listed as an authorized insurance company with the Washington State Insurance Commissioner and with a current A.M. Best rating not less than A:VII.

Verification of Coverage

CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirement of the CONSULTANT within fourteen (14) days of the execution of the Contract by the CITY, or prior to commencement of the work, whichever should occur first.

XIV EXTRA WORK

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement for the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY will make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

C. The CONSULTANT shall submit its “request for equitable adjustment" (hereafter referred to as claim) under this clause within 30 days from the date of receipt of the written order. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the agreement.
D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the agreement as changed.

E. Notwithstanding the terms and condition of paragraphs (A) and (B) above, the maximum amount payable for work performed under this agreement shall not be increased or considered to be increased except by specific written supplement to this agreement.

XV FEDERAL AND STATE REVIEW

When Federal or State grant funds or loans are utilized for any part of this contract, the appropriate Federal and State agencies shall have the right to participate in the review or examination of the work in progress.
XVI NOTICES, DESIGNATED REPRESENTATIVES AND NON-WAIVER PROVISION

Notices.

All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the following addresses: Notices to the CONSULTANT shall be sent to the CONSULTANT's President at the address set forth in the header of this Agreement. Notices to the CITY shall be sent to the City’s Project Manager at the address set forth in the header of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

Project managers as designated representatives.

The individuals identified as Project Managers in the header of this agreement shall be the designated representatives of the parties to this contract. The CITY’s Project Manager is responsible for: Coordinating the CITY’S efforts relating to the work of the CONSULTANT; providing any necessary information and direction to the CONSULTANT; reviewing progress and content of the CONSULTANT’s work in order to ensure that it meets the requirements of this Agreement; reviewing and monitoring the quality and quantity of such work, and; reviewing and processing invoices from the CONSULTANT for payment. The CONSULTANT shall report to and take any necessary direction from the Project Manager.

Non-waiver

Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

XVII. COMPLETE AGREEMENT

This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.
XIII EXECUTION AND ACCEPTANCE.

This agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in this agreement, and does hereby accept this agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:  
TETRA TECH  
CITY:  
CITY OF MUKILTEO  

By:  Scott Williams  
Joe Marine  

Title:  Vice-President Transportation / Transit  
Mayor  

ATTEST.AUTHENTICATED:  
Christina J. Boughman, City Clerk  

APPROVED AS TO FORM:  
Ogden Murphy Wallace  
Office of the City Attorney  

Attachments:  
Attachment A - Scope of Work, Fee and Schedule
Attachment ‘A’
Scope of Work
for
Mukilteo Smuggler’s Gulch LID & Drainage Pond Retrofit Consultant Services

PROJECT UNDERSTANDING:
The City is initiating this Low Impact Development (LID) project to demonstrate the benefits of retrofitting existing developed neighborhoods with LID facilities. The City believes LID techniques are a cost effective way to address similar problems that are presently occurring in three other gulches that discharge directly into the Sound. If the Smuggler’s Gulch project is successful, the City plans to use LID techniques within the other basins. This demonstration project examines various options to reduce peak stormwater flows and pollutant loads at their source.

Along with design options, this project includes working with the neighborhoods to educate them regarding the causes of the erosion and sources of pollutants, and the benefits of LID facilities within their neighborhood, which reduce flows and pollutants, ultimately benefiting the stream and Puget Sound.

This project includes preparing construction plans that will consist of two major elements: 1) the design of a rain garden to be provided in the existing residential neighborhood and to fit within existing road right-of-way; and 2) the design a drainage pond retrofit project to better utilize an existing pond site.

Time for Completion: This project is expected to receive notice to proceed in April or early May 2012. Project will be completed by October 31, 2012. The administrative and coordination effort is budgeted for this time span.

PROJECT SCOPE OF WORK:
The CONSULTANT will perform the tasks described herein.

Task 1.0 PROJECT MANAGEMENT
The Project Manager will be responsible to the CITY to provide a project that is complete and on schedule, coordination of work between the CITY and CLIENT, is technically competent, and meets the project goals and expectations within the agreed upon budget. The project management tasks include:

1.1 Project Work Plan
The Consultant will prepare a project schedule and project work plan at the inception of work.

1.2 Team Coordination
Provide staff coordination and coordination with CITY and subconsultants.

1.3 Progress Reporting
The Consultant will prepare monthly progress reports and invoices.
1.4 Coordinate with City
The Consultant shall lead in the weekly coordination between the CITY and CONSULTANT, as appropriate as the project progresses. This can include: phone conference calls, e-mail correspondence, or face-to-face meetings. In addition to the meetings described in other tasks, budget for conducting up to three (3) face-to-face coordination meetings. Provide informal weekly progress reports.

TASK 2.0 RAIN GARDEN
One (1) rain garden will be designed to fit within the existing road rights-of-way and within the study area. There are five (5) candidate rain garden sites within the study area. The development and design of a rain garden includes the tasks listed below.

2.1 Joint Kickoff Meeting, Round-Table Discussion & Site Selection
Conduct a joint meeting with the CITY, CONSULTANT, Conservation District, and EDCC staff, hereafter referred to as the “Project Team.” The meeting will be in two parts: a) round-table discussion; and b) rain garden site selection. For the round-table portion of the meeting there will be a discussion of each participant’s interest and expertise at they fit within the defined project goals. The CONSULTANT will lead the meeting. This meeting will set the framework to engage all parties in identifying what is needed to make the project successful, based upon the experience and expertise ‘at the table.’

The site selection portion of the meeting there will be a review of each of the potential rain garden sites. The goal is to narrow down potential rain garden sites to one (1) location. The CONSULTANT will lead the meeting to describe site characteristics and constraints, soils, plant survival issues, drainage design needs, and potential landscaping options. In advance of the meeting, the CONSULTANT will prepare rain garden site specific photographs and typical rain garden examples, and landscape/planting examples—to aid in the discussion. It will be conducted at either the CITY Council Chambers or at the EDCC campus.

The CONSULTANT will prepare a written summary of the meeting.

Deliverables for Task 2.1
• Written Summary of Meeting Findings and Recommendations (1 electronic copy in MS Word format and 1 copy in PDF format)

2.2 Public Involvement
The CITY will lead the public involvement process. The CONSULTANT will participate in one (1) community meeting. In advance of the community meeting the CONSULTANT will prepare up to three (3) presentation boards that provide typical examples of rain gardens and landscape options.

Deliverables for Task 2.2
• Presentation Exhibits of Potential Rain Gardens (22” x 34” boards)
• Copies of Presentation Exhibits for leave-behind (11” x 17”, 4 color copies)
2.3 Landscape Architectural Services (Barker Landscape Architects)
- Develop one (1) schematic design with various plant palette alternatives.
- Prepare graphic material for public meeting/presentation.
- Value analysis of up to two (2) rain garden potential sites. Prepare opinion of cost for up to two (2) plant concept alternatives.
- Attend one (1) community meeting, for the event described in Task 2.2.

Deliverables for Task 2.3
- Presentation Exhibits of Landscape Features with Rain Gardens (22” x 34” boards)
- Copies of Presentation Exhibits for leave-behind (11” x 17”, 1 color original)
- Opinion of cost for landscape/plant alternatives
- Written Memorandum for value analysis of rain garden alternatives

2.4 Surveying and Geotechnical

2.4.1 Surveying and Topographic Mapping
A topographic survey will be prepared for the selected rain garden site, for final design for preparation of engineering plans.
- Provide a minimum of two survey control points at each site using RTK GPS.
- Provide topographic survey of the one (1) rain garden site.
- Provide approximate boundary and right-of-way lines based on CITY and/or County GIS and reasonable available field evidence as determined by the licensed Land Surveyor.
- Provide a topographic map showing: contours, approximate right-of-way limits, roadway limits, and above-ground structures (such as fences, curbs, edge of pavement, and driveways). This will be used as a base map for the engineering plans.
- Provide survey project management, QA/QC review and Administrative duties to coordinate with the project manager.

Deliverables for Task 2.4.1
- Topographic Survey Plan for Rain Garden Site #1 (1 hard copy & 1 electronic CAD file)

2.4.2 Geotechnical Engineering
A subsurface field investigation will be conducted for the final rain garden site, for final design and preparing the engineering plans.
- Conduct a subsurface investigation using hand augers at the rain garden site. Acquire a composite sample from each site for grain size distribution (GSD) tests.
- Prepare an internal memorandum providing a summary of findings, geotechnical recommendations for design and specifications.

Deliverables for Task 2.4.2
- Memorandum of geotechnical findings and recommendations
2.5 Rain Garden Concept Plans
Prepare 30% concept rain garden plans for the rain garden site selected through the teaming and public involvement process. The concept plans will provide a means to summarize the results of the effort conducted in previous tasks. Prepare a written summary that describes key design features, landscape elements decided upon, drainage elements, and site constraints. The 30% concept exhibits and two to three page written summary will be compiled to make up a draft Design Report for CITY review. A final Design Report will be prepared by CONSULTANT which incorporates CITY review comments.

**Deliverables for Task 2.5**
- Draft Design Report (1 hard copy & 1 electronic copy in PDF format)
- Final Design Report (1 hard copy & 1 electronic copy in PDF format)

2.6 Rain Garden Plans and Contract Documents
Prepare engineering plans, specifications and estimates (PS&E), and assemble final construction documents based upon the decisions and findings summarized in the final 30% Design Report.

2.6.1 70% PS&E
Prepare 70% construction plans. The plans will include the following:
- Cover Sheet showing Sheet Index, vicinity map, and general notes.
- Plan View Sheet (1 sheet), showing grading plans, edge of street, approximate limits of right-of-way lines, topographic features, and drainage conveyance through and discharging into the existing storm conveyance system. Show clearing limits and TESC measures
- Rain Garden Details (1 sheet) showing typical cross-sections and drainage details
- Special Provisions for the rain gardens, for such features as topsoil and mulch, pipes and subsurface materials, site cleanup, and other project requirements.
- List of measure and pay items for construction
- Opinion of Cost for Construction at 70% design

2.6.2 100% PS&E (Proof Set)
Incorporate review comments made by the CITY for the 70% submittal documents, this will include:
- Complete construction plan set with plan sheets listed above
- Special Provisions and
- Contract Documents
- Final Opinion of Cost for Construction

2.6.3 Final PS&E
Incorporate review comments made by the CITY for the Proof Set submittal documents, this will include:
- Complete construction plan set with plan sheets listed above
- Special Provisions and
- Contract Documents
Deliverables for Task 2.6

Construction plans will be prepared and submitted at “half-size”, 11” x 17”. The deliverables are:

- 70% Construction Plan Set (3 sets of 11” x 17” hard copies & 1 electronic copy in PDF format)
- 70% Special Provisions (1 hard copy & 1 electronic in MS Word format)
- 70% Opinion of Cost for Construction (1 hard copy & 1 electronic in MS Excel format)
- 70% List of Pay Items for Construction
- 100% (Proof set) Construction Plans (3 hard copies and 1 electronic copy in PDF format)
- Final set of Construction Plans (3 hard copies and 1 electronic copy in PDF format)
- Final Opinion of Cost for Construction (1 hard copy & 1 electronic copy in MS Excel format)
- Final Special Provisions and Contract Documents (1 hard copy & 1 electronic copy in MS Excel format)

TASK 3.0 DRAINAGE POND RETROFIT

The CITY intends to retrofit an existing detention pond located at the southeast corner of the intersection of Mukilteo Speedway and 88th Ave NE, identified as the “Mukilteo Estates Pond.” The pond site is currently underutilized, and there are opportunities to provide water quality treatment and increase detention volume. The CONSULTANT will prepare alternatives to retrofit this pond site and improve performance for both flow control/detention and water quality treatment.

3.1 Concept Design Alternatives

Prepare up to three (3) concept design alternatives to retrofit the existing ‘Mukilteo Estates Pond.’ Prepare a plan view layout and typical cross sections. Prepare planning level opinion of costs to construct of each alternative. Present findings to the CITY.

Deliverables for Task 3.1

- Concept Plans (11” x 17” Plans, electronic copy in PDF format)
- Opinion of Cost to Construct (1 electronic copy in PDF format)

3.2 Landscape Architectural Services (Barker Landscape Architects)

- Develop up to two (2) schematic designs with various plant palette alternatives.
- Prepare graphic material for public meeting/presentation.
- Value analysis each of up to two (2) pond alternatives. Prepare opinion of cost for up to two (2) plant concept alternatives.

Deliverables for Task 3.2

- Presentation Exhibits (22” x 34” boards)
- Copies of Presentation Exhibits for leave-behind (11” x 17”, 1 color original)
- Opinion of cost for landscape/plant alternatives
- Written Memorandum for value analysis of pond retrofit alternatives
3.3 Surveying and Geotechnical

3.3.1 Surveying and Topographic Mapping
A topographic survey will be prepared for the pond retrofit site, for final design for preparation of engineering plans.
- Provide a minimum of two survey control points at pond site using RTK GPS.
- Provide topographic survey of the pond site.
- Provide approximate boundary and right-of-way lines based on CITY and/or County GIS and reasonable available field evidence as determined by the licensed Land Surveyor.
- Provide a topographic map showing: contours, approximate right-of-way limits, roadway limits, and above-ground structures (such as fences, curbs, edge of pavement, and driveways). This will be used as a base map for the engineering plans.
- Provide survey project management, QA/QC review and administrative duties to coordinate with the project manager.

Deliverables for Task 3.3.1
- Topographic Survey Plan Pond Site (1 hard copy & 1 electronic CAD file)

3.3.2 Geotechnical Engineering
A subsurface field investigation will be conducted for the pond retrofit site for final design and preparation of engineering plans.
- Conduct a subsurface investigation with three (3) hand augers.
- Prepare an internal memorandum providing a summary of findings, geotechnical recommendations for design and specifications.

Deliverables for Task 3.3.2
- Memorandum of Geotechnical findings and recommendations (1 electronic copy)

3.4 Pond Retrofit Plans and Contract Documents
Prepare engineering plans, specifications and estimates (PS&E), and assemble final construction documents based upon input from the CITY of the concept alternatives prepared in the previous task.

3.4.1 70% PS&E
Prepare 70% construction plans. The plans will include the following:
- Cover Sheet showing Sheet Index, vicinity map, and general notes.
- Plan View Sheets (1 sheet), showing grading plans, edge of street, approximate limits of right-of-way lines, topographic features, and drainage conveyance through and discharging into the existing storm conveyance system.
- Clearing and TESC Plans (1 sheet) showing clearing limits and TESC measures
- Pond Retrofit Details (1 sheet) showing typical cross-sections and drainage details
- Special Provisions for such features as topsoil and mulch, pipes and subsurface materials, site cleanup, and other project requirements.
- Landscape Plans and Details (1 sheet)
- List of measure and pay items for construction
- Opinion of Cost for Construction at 70% design

3.4.2 100% PS&E (Proof Set)
Incorporate review comments made by the CITY for the 70% submittal documents, this will include:
- Complete construction plan set with plan sheets listed above
- Special Provisions and
- Contract Documents
- Final Opinion of Cost for Construction

3.4.3 Final PS&E
Incorporate review comments made by the CITY for the Proof Set submittal documents, this will include:
- Complete construction plan set with plan sheets listed above
- Special Provisions and
- Contract Documents

Deliverables for Task 3.4
Construction plans will be prepared and submitted at “half-size”, 11” x 17”. The deliverables are:
- 70% Construction Plan Set (3 sets of 11” x 17” hard copies & 1 electronic copy in PDF format)
- 70% Special Provisions (1 hard copy & 1 electronic in MS Word format)
- 70% Opinion of Cost for Construction (1 hard copy & 1 electronic in MS Excel format)
- 70% List of Pay Items for Construction
- 100% (Proof set) Construction Plans (3 hard copies and 1 electronic copy in PDF format)
- Final set of Construction Plans (3 hard copies and 1 electronic copy in PDF format)
- Final Opinion of Cost for Construction (1 hard copy & 1 electronic copy in MS Excel format)
- Final Special Provisions and Contract Documents (1 hard copy & 1 electronic copy in MS Excel format)

Assumptions & Exclusions

1. The CITY will be the main point of contact with the Snohomish Conservation District and Edmonds Community College (EDCC), with the purpose of making introductions, arranging for formal meetings, and to address financial obligations with these entities, if any.

2. The CITY is responsible for preparing and mailing public notices, and arranging one-on-one meetings and meeting locations.

3. The “Mukilteo Estates Pond” is located on CITY property, so rights-of-entry are not required. The CITY will provide access to the pond site when needed to perform survey and geotechnical work.
4. The rain gardens will be constructed within CITY street rights-of-way. Therefore, no rights-of-entry or land acquisition are anticipated for this project.

5. The CITY will arrange for utility locate service and markings in advance of CONSULTANT performing survey and geotechnical work.

6. The CITY will provide to the CONSULTANT certain documents that need to be included in the construction bid documents which are standard forms the CITY desires to use. The Documents will be provided in MS Word format. This includes, but not limited to: Advertisement for Bids, Bidding Information, Bidder’s Checklist, Statement of Bidder’s Qualifications, Completion Time and Liquidated Damages notice, Proposal form, Proposal Signature Sheet, Bid Bond form, and Bid Schedule format. Similarly, the CITY will provide revisions to Division 1 and 2 of the Standard Specifications (if applicable).

7. Any utility relocates and notice to utility purveyors, identified for construction, will be arranged for by the CITY.

8. It is assumed that no infiltration will be used for the rain garden(s) and drainage pond.

9. Rights-of-Way and property boundaries will be determined using CITY and/or County GIS and available evidence in the field. Property lines will not be an exhaustive search. It is assumed that there are no boundary disputes or boundary discrepancies involved, so an exhaustive search is not needed. The right-of-way limits shown on the plans will be approximate, within a 2 ft. accuracy, for purposes of preparing construction plans.

10. The contract documents and special provisions will be in WSDOT format, and incorporating by reference the 2012 WSDOT Standard Specifications.

11. Environmental permitting and coordination, such as the SEPA process, will be performed by the CITY.

**ITEMS TO BE FURNISHED BY THE CITY**

1. Drainage plans, record drawings of CITY owned facilities.
2. Records of drainage complaints in the vicinity of the work, if any.

**ADDITIONAL SERVICES**

A list of other professional services is provided below and can be provided by Tetra Tech upon request. These are not included in this scope of work, but can be provided as an additional service.

- Construction Management (CM) services
- Structural Design for retaining walls
- Environmental Permitting, SEPA and NEPA process, and others
- Stream Design and Fish Habitat Restoration
CONSULTANT FEE SUMMARY

Project: City of Mukilteo
Mukilteo Smuggler's Gulch LID & Drainage Pond Retrofit Consultant Services
FEE ESTIMATE

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SUBTOTAL - DSC: 484 $62,374.90

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$698.00

SUBTOTAL: $63,072.90

SUBCONSULTANTS

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$11,526.00

GRAND TOTAL - ESTIMATED FEE: $74,598.90

Prepared By: ____________________________ Date: ____________________________

Checked By: ____________________________ Date: ____________________________