

CITY COUNCIL AGENDA

15728 Main Street, Mill Creek, WA 98012 (425) 745-1891



Pam Pruitt, Mayor • Brian Holtzclaw, Mayor Pro Tem
Mark Bond • Mike Todd • Vince Cavaleri • Jared Mead • John Steckler

Regular meetings of the Mill Creek City Council shall be held on the first, second and fourth Tuesdays of each month commencing at 6:00 p.m. in the Mill Creek Council Chambers located at 15728 Main Street, Mill Creek, Washington. Your participation and interest in these meetings are encouraged and very much appreciated. We are trying to make our public meetings accessible to all members of the public. If you require special accommodations, please call the office of the Acting City Clerk at (425) 921-5725 three days prior to the meeting.

The City Council may consider and act on any matter called to its attention at such meetings, whether or not specified on the agenda for said meeting. Participation by members of the audience will be allowed as set forth on the meeting agenda or as determined by the Mayor or the City Council.

To comment on subjects listed on or not on the agenda, ask to be recognized during the Audience Communication portion of the agenda. Please stand at the podium and state your name and address for the official record. Please limit your comments to the specific item under discussion. Time limitations shall be at the discretion of the Mayor or City Council.

Study sessions of the Mill Creek City Council may be held as part of any regular or special meeting. Study sessions are informal, and are typically used by the City Council to receive reports and presentations, review and evaluate complex matters, and/or engage in preliminary analysis of City issues or City Council business.

Next Ordinance No. 2018-829
Next Resolution No. 2018-573

April 3, 2018
City Council Meeting
6:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AUDIENCE COMMUNICATION

- A. Public comment on items on or not on the agenda

PRESENTATIONS

- B. Snohomish County Update
(Dave Somers, Snohomish County Executive; Alessandra Durham, Senior Analyst; Jason Biermann, Director of Emergency Management)

STUDY SESSION

- C. Strategic Planning
 - Long Term Planning

NEW BUSINESS

- D. Exploration Park Project - Construction Management and Inspection (Professional Services Contract)
(Rebecca C. Polizzotto, City Manager)

CONSENT AGENDA

- E. City Council Meeting Minutes of February 27, 2018

REPORTS

- F. Mayor/Council
- G. City Manager
 - Council Planning Schedule

AUDIENCE COMMUNICATION

- H. Public comment on items on or not on the agenda

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- I. Discuss potential litigation pursuant to RCW 42.30.110(1)(i)

No action anticipated.

ADJOURNMENT



Agenda Item # C

Meeting Date: April 3, 2018

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: PRESENTATION: LONG TERM STRATEGIC PLANNING

PROPOSED MOTION: N/A

KEY FACTS AND INFORMATION SUMMARY:

The Government Finance Officers Association recommends that all governmental entities use some form of strategic planning to provide a long-term perspective for service delivery and budgeting, thus establishing logical links between authorized spending and broad organizational goals.

In his management book *The Dance of Change*, management author Peter Senge, references the importance for organizations to deliberately manage their future. Unfortunately, managing the future often comes head to head with the pressure of the immediate day-to-day management needs of the organization.

The need to get critical day-to-day management issues handled is important to every organization. This drive to get things done can at times overshadow the need to think and act strategically on the future of the organization. How does an organization find balance?

The key is to develop a strategic plan that is integrated into the business systems of the organization. The strategic plan should be integrated into the City's business practices by linking the Council's agenda (goals), budget, other approved plans (e.g., Capital Improvement Plan, Comprehensive Plan), departmental work plans and any current and/or newly developed performance measures into the plan.

Integrated strategic planning creates a balance that aligns both the City's financial and human capital to focus on achieving strategic goals and objectives.

The City began integrated strategic planning in 2016 with development and implementation of the City's *Guiding Principles*. At the Council's February 13, 2018 meeting, the City Manager presented an overview of the integrated strategic planning process and described the next steps in the process as the City continues to develop a long term strategic plan.

At its February 27 meeting, the Council, City Manager and Leadership Team engaged in the first of several "brainstorming" sessions in order to begin to identify those priorities, projects and initiatives to be accomplished over the next several years in the areas of Community Preservation and Civic Pride.

At its March 6 meeting, the Council, City Manager and Leadership Team focused on the areas of Fiscal Responsibility and Customer Service.

City Council Agenda Summary
Page 2

At its March 13 meeting, the Council, City Manager and Leadership Team focused on the areas of Recreational Opportunities and Public Safety.

At its March 27 meeting, the Council, City Manager and Leadership Team focused on the areas of Economic Prosperity and Leadership.

At its April 3 meeting, the Council, City Manager and Leadership Team will engage in the last “brainstorming” session. The focus area for the brainstorming session will be Long Term Planning.

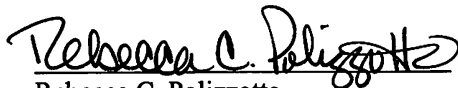
This work will ultimately generate a long term strategic plan that will link the Council’s goals, budget, other approved plans, departmental work plans and any current and/or newly developed performance measures into the plan.

CITY MANAGER RECOMMENDATION: N/A

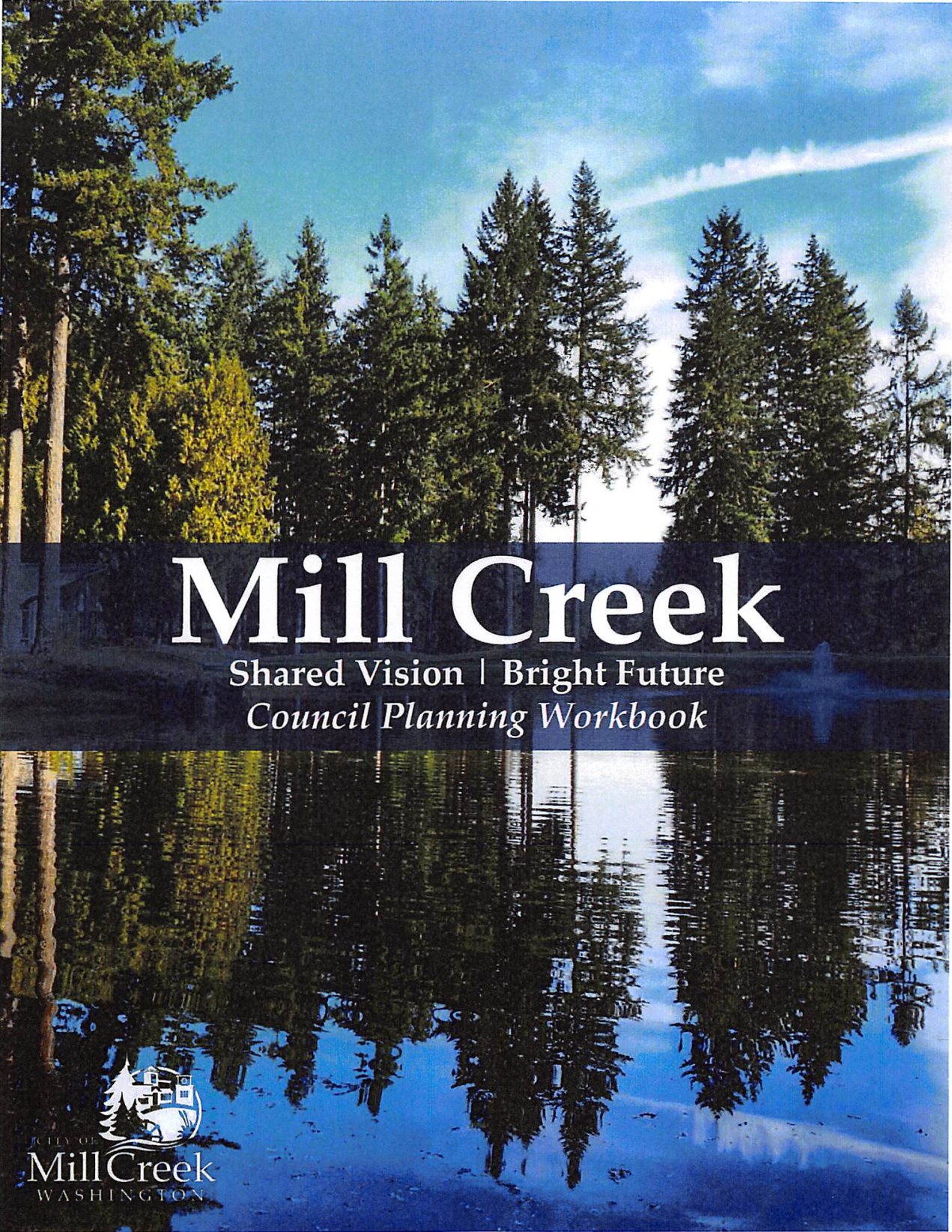
ATTACHMENTS:

- Planning Workbook

Respectfully Submitted:



Rebecca C. Polizzotto
City Manager



Goal 1: Fiscal Responsibility

To responsibly manage the City's financial resources to provide quality public services, cultivate economic prosperity, and maintain a sustainable budget.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Avoid deficit spending; ability to withstand economic downturns; ability to finance long-term needs.

SAMPLE

Council Priorities

Strategic Objectives

1. Develop, adopt and implement a long-term fiscal management plan and accompanying policies as needed.

2. Institute data analysis and performance management systems.

3. Implement linkage between budget and strategic planning

4. Complete comprehensive fee and rate studies.

Purpose

1. To ensure financial resources are available in the long term.

2. To identify financial trends that impact the city and take appropriate proactive measures.

3. To ensure the City's strategies are integrated into its business practices.

4. To ensure services are supported by the appropriate fee and rate structure and lessen the overall tax burden.

Goal 1: Fiscal Responsibility

To responsibly manage the City’s financial resources to provide quality public services, cultivate economic prosperity, and maintain a sustainable budget.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 2: Community Preservation

To support the development, maintenance and revitalization of public and private property to ensure the continuation of Mill Creek as a safe, clean and well maintained community.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 3: Civic Pride

To achieve strong community spirit by promoting active civic participation, public-private partnerships and transparency in government.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 4: Customer Service

To provide excellent service to all who interact with the City by recruiting, training and retaining a skilled, innovative and dynamic workforce.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 5: Recreational Opportunities

To facilitate diverse recreational opportunities for people of all ages.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 6: Public Safety

To protect the life, health and property of residents, visitors and businesses through the delivery of community focused public safety services.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 7: Economic Prosperity

To engage in proactive economic development efforts that result in a robust local economy and position the City as a destination of choice.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 8: Leadership

To influence regional, state and national matters impacting our community through the engagement of staff and elected officials.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 9: Long Term Planning

To maintain the City's special community character by carefully evaluating future opportunities for short and long term benefits in order to protect land use, infrastructure, economic development and service delivery standards.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Agenda Item # D
 Meeting Date: **April 3, 2018**

CITY COUNCIL AGENDA SUMMARY
 City of Mill Creek, Washington

**AGENDA ITEM: EXPLORATION PARK PROJECT - CONSTRUCTION
 MANAGEMENT AND INSPECTION (PROFESSIONAL
 SERVICES CONTRACT)**

PROPOSED MOTION:

Motion to authorize the City Manager to execute a contract with KPFF Consulting Engineers for construction management and inspection services for the Exploration Park Project in an amount not to exceed \$160,140.

KEY FACTS AND INFORMATION SUMMARY:

The 1.2 acre Exploration Park was dedicated to the City in 2006. Interim park improvements were constructed consisting of lawn, perimeter landscape beds and street trees. Geotechnical engineering analysis showed that the park is underlain with dense fill that has limited permeability resulting in a perched soil condition and soggy grass.

An extensive public involvement process was conducted in 2016. As a result of this process, the Parks and Recreation Board recommended, and the Council adopted, a natural play park theme for the final improvements to Exploration Park.

The Exploration Park Project incorporates all of the key permanent elements of the adopted natural play park design: the berm with a built-in slide, short tunnel, rock scramble walls, beaver cave/den, climbing logs, wetland area with foot-bridge, concrete walking paths, benches, picnic tables and additional trees and shrubs. The project will include drainage improvements and play features consisting of two tall climbing boulders, a large climbing rope structure and a basket swing. Concrete walking paths and entrances to the park will meet ADA (Americans with Disabilities Act) requirements.

Consultation with the Washington Department of Ecology is complete. All project permits needed for construction have been issued by the respective regulatory agencies:

Agency	Permit	Issue Date	Expiration Date
City of Mill Creek	State Environmental Policy Act (SEPA)	3/03/2017	None
Washington State Department of Ecology	Construction Stormwater General Permit	2/23/2018	None

Currently, the project is at 95% design completion. The project’s design phase is funded with local funds. MIG/SVR’s current design budget is \$86,526.

Item	Amount	Date
Original Contract	\$60,526	2/2/17
Addendum 1	\$4,000	8/3/17
Addendum 2 (time extension)	\$0	10/18/17
Addendum 3	\$22,000	3/20/18
Total	\$86,526	

The total project cost at completion is estimated at \$1.31M. The engineer’s construction cost estimate is \$1,055,776 (Attachment A).

Project Phase	Estimated Cost (Millions)
Design	\$0.09
Construction (Contract)	\$1.06
Construction Management (KPFf)	\$0.16
Total	\$1.31

The project’s construction phase is funded with local funds and \$100,000 from Snohomish County. Per the Interlocal Agreement, the County’s funding will contribute to the Park’s playground cost.

In preparation for construction, in December 2017, staff advertised for Request for Qualifications (RFQs) for a constructability and bid-ability review of the design Plans, Specifications and Estimate (PS&E), construction administration and construction inspection. The City received only one RFQ and it was from KPFf Consulting Engineers. The consultant was interviewed and selected (Attachment B).

The project is scheduled to advertise for construction bids in April. Construction duration is estimated at 120 working days.

Timeline	Project Milestones
April 2018	Advertise project for construction bids
April 2018	City Council award construction project
October /November 2018	Construction completion (open to public)

CITY MANAGER RECOMMENDATION:

The City Manager recommends the City Council authorize the City Manager to execute a contract with KPFf Consulting Engineers for construction management and inspection services for the Exploration Park Project in an amount not to exceed \$160,140.

ATTACHMENTS:

- Attachment A: Exploration Park Construction Contract Cost Estimate
- Attachment B: Contract 2018-____ Professional Services – KPFF Consulting Engineers

Respectfully Submitted:



Rebecca C. Polizzotto
City Manager



City of Mill Creek - North Pointe Park
 Summary of Probable Construction Cost Estimate - Bid Set
 20-Oct-17

MIG/SvR Project #: 15097
 Prepared by: JM, PB
 Reviewed by: MD, MRS, DR

Item No.	Spec. Sect.	Description	Est. Qty.	Unit	Unit Price	Amount
GENERAL REQUIREMENTS						
1	1-04	UNEXPECTED SITE CHANGES	1	CALC	\$25,000	\$ 25,000.00
2	1-05	RECORD DRAWINGS	1	ALLOW	\$5,000	\$ 5,000.00
3	1-09	MOBILIZATION (8%)	1	LS	\$ 50,366.96	\$ 50,370.00
4	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	\$ 4,500.00	\$ 4,500.00
EARTHWORK						
5	2-01	CLEARING AND GRUBBING	1	LS	\$ 25,000.00	\$ 25,000.00
6	2-02	SALVAGE EXISTING SITE ELEMENTS	1	LS	\$ 1,500.00	\$ 1,500.00
7	2-03	COMMON BORROW INCLUDING HAUL	10	CY	\$ 65.00	\$ 650.00
8	2-03	EXCAVATION INCL. HAUL	900	CY	\$ 40.00	\$ 36,000.00
9	2-05	TREE AND VEGETATION PROTECTION	1	LS	\$ 9,000.00	\$ 9,000.00
STORM SEWER						
10	7-04	UNDERDRAIN, 4"	388	LF	\$ 15.00	\$ 5,820.00
11	7-04	UNDERDRAIN, 2"	1200	LF	\$ 12.00	\$ 14,400.00
12	7-04	SOLID WALL PVC STORM SEWER PIPE, 6 IN. DIAM	157	LF	\$ 30.00	\$ 4,710.00
13	7-04	DUCTILE IRON STORM SEWER PIPE, 6 IN. DIAM.	105	LF	\$ 70.00	\$ 7,350.00
14	7-05	CATCH BASIN TYPE 1 W/BEEHIVE GRATE	1	EA	\$ 3,000.00	\$ 3,000.00
15	7-05	CATCH BASIN TYPE 1	1	EA	\$ 2,600.00	\$ 2,600.00
16	7-05	CATCH BASIN TYPE 2	2	EA	\$ 3,100.00	\$ 6,200.00
17	7-05	CONNECTION TO DRAINAGE STRUCTURE	2	EA	\$ 1,100.00	\$ 2,200.00
MISCELLANEOUS CONSTRUCTION						
18	8-01	EROSION / WATER POLLUTION CONTROL	1	LS	\$ 20,000.00	\$ 20,000.00
19	8-02	PLANT SELECTION - TREE, 2.5" CALIPER	10	EA	\$ 400.00	\$ 4,000.00
20	8-02	PLANT SELECTION - TREE, 1.5" CALIPER	13	EA	\$ 375.00	\$ 4,875.00
21	8-02	PLANT SELECTION - TREE, EVERGREEN, 8'-10' HEIGHT	4	EA	\$ 325.00	\$ 1,300.00
22	8-02	PLANT SELECTION - TREE, DECIDUOUS, 6'-8' HT	8	EA	\$ 500.00	\$ 4,000.00
23	8-02	PLANT SELECTION - 5 GAL. CONTAINER	59	EA	\$ 80.00	\$ 4,720.00
24	8-02	PLANT SELECTION - 3 GAL. CONTAINER	98	EA	\$ 65.00	\$ 6,370.00
25	8-02	PLANT SELECTION - 1 GAL. CONTAINER	1907	EA	\$ 24.00	\$ 45,768.00
26	8-02	PLANT SELECTION - 4" POT CONTAINER	156	EA	\$ 11.00	\$ 1,716.00
27	8-02	PLANT SELECTION - 10 CU. IN. PLUG	446	EA	\$ 4.00	\$ 1,784.00
28	8-02	ROOT BARRIER	272	LF	\$ 12.00	\$ 3,264.00
29	8-02	ARBORIST WOOD CHIP MULCH	165	CY	\$ 50.00	\$ 8,250.00
30	8-02	BIORETENTION SOIL MIX	20	CY	\$ 110.00	\$ 2,200.00
31	8-02	TOPSOIL TYPE A	280	CY	\$ 65.00	\$ 18,200.00
32	8-02	PLAYFIELD SOIL MIX	412	CY	\$ 65.00	\$ 26,780.00
33	8-02	FINE COMPOST	30	CY	\$ 65.00	\$ 1,950.00
34	8-02	COMPOST MULCH	2	CY	\$ 65.00	\$ 130.00
35	8-02	LAWN INSTALLATION (SEEDED)	2475	SY	\$ 5.00	\$ 12,375.00
36	8-02	LAWN MOWING	1	LS	\$ 4,000.00	\$ 4,000.00
37	8-02	PLANT ESTABLISHMENT - FIRST YEAR	1	LS	\$ 20,000.00	\$ 20,000.00
38	8-02	STEEL EDGING	50	LF	\$ 10.00	\$ 500.00
39	8-03	IRRIGATION SYSTEM	1	LS	\$ 50,000.00	\$ 50,000.00
40	8-05	BEAVER DEN CAVE	1	EA	\$ 7,300.00	\$ 7,300.00
41	8-05	ROCK SCRAMBLE OVER TUNNEL	1	EA	\$ 22,000.00	\$ 22,000.00
42	8-05	ROCK SCRAMBLE AT EMBANKMENT SLIDE	1	EA	\$ 11,000.00	\$ 11,000.00
43	8-05	PLAY AREA SHOTCRETE FACING FOR TUNNEL	80	SFF	\$ 115.00	\$ 9,200.00
44	8-05	LOG CROSSING DECK	3	EA	\$ 2,750.00	\$ 8,250.00
45	8-14	CEMENT CONC. SIDEWALK INCLUDING AGGREGATE BASE	894	SY	\$ 60.00	\$ 53,640.00
46	8-14	FLUSH CONCRETE CURB	610	LF	\$ 27.50	\$ 16,775.00
47	8-14	PLAY AREA ADA RAMP	2	EA	\$ 1,100.00	\$ 2,200.00
48	8-19	LOW POST AND RAIL FENCING	400	LF	\$ 35.00	\$ 14,000.00
49	8-19	LOG CROSSING RAILING	3	EA	\$ 2,750.00	\$ 8,250.00
50	8-26	BOULDER, 1-MAN	15	EA	\$ 220.00	\$ 3,300.00
51	8-26	BOULDER, 2-MAN	55	EA	\$ 275.00	\$ 15,125.00
52	8-26	BOULDER, 3-MAN	55	EA	\$ 330.00	\$ 18,150.00
53	8-26	BOULDER, 4-MAN	13	EA	\$ 550.00	\$ 7,150.00
54	8-27	SEATING LOG	5	EA	\$ 1,400.00	\$ 7,000.00
55	8-27	AT-GRADE PLAY LOG	5	EA	\$ 550.00	\$ 2,750.00
56	8-27	ANGLED PLAY LOG	1	EA	\$ 2,200.00	\$ 2,200.00
57	8-27	VERTICAL SNAG	19	EA	\$ 275.00	\$ 5,225.00
58	8-27	KIDS TUNNEL	1	EA	\$ 3,300.00	\$ 3,300.00
59	8-28	EMBANKMENT SLIDE	1	EA	\$ 8,800.00	\$ 8,800.00

City of Mill Creek - North Pointe Park
 Engineer's Estimate - Bid Set 10/2017

Item No.	Spec. Sect.	Description	Est. Qty.	Unit	Unit Price	Amount
60	8-29	ENGINEERED WOOD FIBER SAFETY SURFACING	6300	SF	\$ 2.50	\$ 15,750.00
61	8-29	POURED-IN-PLACE SAFETY SURFACING	370	SF	\$ 33.00	\$ 12,210.00
62	8-29	PEA GRAVEL SURFACING	230	SF	\$ 4.00	\$ 920.00
63	8-29	COBBLES	10	CY	\$ 130.00	\$ 1,300.00
64	8-30	PICNIC TABLE	3	EA	\$ 915.00	\$ 2,745.00
65	8-30	BIKE RACK	3	EA	\$ 385.00	\$ 1,155.00
66	8-30	WASTE RECEPTACLE	2	EA	\$ 440.00	\$ 880.00
67	8-30	CITY PARK IDENTIFICATION SIGN	1	EA	\$ 3,900.00	\$ 3,900.00
68	8-33	FOOTBRIDGE	1	EA	\$ 9,000.00	\$ 9,000.00

SUBTOTAL \$ 718,957.00
 ESCALATION FOR 2018 CONSTRUCTION (6%) \$ 43,137.42
 SUBTOTAL \$ 762,000.00
 SALES TAX (10.1%) \$ 76,962.00
ENGINEER'S ESTIMATE TOTAL \$ 838,962.00

BID ADDITIVE ALTERNATE 1

Item No.	Spec. Sect.	Description	Est. Qty.	Unit	Unit Price	Amount
A1-1	8-28	CLIMBING BOULDER	2	EA	\$ 17,500.00	\$ 35,000.00
A1-2	8-28	BASKET SWING	1	EA	\$ 6,750.00	\$ 6,750.00
A1-3	8-28	CLIMBING PLAY FURNISHING	1	EA	\$ 68,000.00	\$ 68,000.00

ADD ALT 1 SUBTOTAL \$ 109,750.00
 SALES TAX (10.1%) \$ 11,084.75
ADD ALT 1 TOTAL \$ 120,834.75

Rev. by GMH 3/25/18 **TOTAL (BASE PLUS ADDITIVE \$ 1,055,776.43**
WITH 10% CONTIGENCY)

Assumptions:

- Quantities based on improvements shown on Bid Set documents.
- Estimate does not include Owner's Construction Contingency.
- City permit fees not included.
- Estimate does not include Construction Inspection/Administration/Management (KPFF Contract \$160,140: Note added by GMH on 3/25/18)

**CONTRACT 2018 – _____
CONSTRUCTION MANAGEMENT FOR EXPLORATION PARK**

**CITY OF MILL CREEK
CONTRACT FOR PROFESSIONAL SERVICES
ARCHITECT-ENGINEER SERVICES**

1. Parties

1.1 THIS AGREEMENT is made and entered into by and between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington, 98012, a Washington municipal corporation (the "City") and KPFF Consulting Engineers, a corporation organized under the laws of the State of Washington, located and doing business at 1601 Fifth Avenue Seattle, WA 98101 ("Consultant") (collectively at times referred to as "Parties"), and shall be effective upon the authorized signatures of both Parties to this Agreement ("Effective Date").

2. Recitals

2.1 The City desires to retain the Consultant to perform certain professional services related to Construction Management and Inspection for Exploration Park (the "Project").

2.2 The City solicited for professional services as required by law, including RCW Chapter 39.80.

2.3 The Consultant represents it is available and able to provide qualified personnel and facilities necessary to accomplish the work and services contemplated herein within the required time and in accordance with the City's requirements and professional standards.

In consideration of the mutual benefits and promises of this Agreement, the Parties enter into this Agreement on the terms and conditions set forth herein.

3. Scope of Work

3.1 The City hereby retains the Consultant upon the terms and conditions contained herein to perform certain work and services on the Project. The work and services for the Project to be performed by the Consultant are set forth in the Scope of Work, **Exhibit A**, attached hereto and incorporated herein by this reference (the "Work").

3.2 The City has relied upon the qualifications of the Consultant in entering into this Agreement. By execution of the Agreement, Consultant represents it possesses the ability, skill, and resources necessary to perform the Work and is familiar with all applicable current laws, rules, and regulations that reasonably relate to the Work.

3.3 It shall be the responsibility of the Consultant to gather and become familiar with all site information, including existing improvements, before starting and

during completion of the Work. The City may make available to the Consultant copies of as-built plans, drawings, survey notes, studies, soil reports, maintenance and performance records, and other relevant data, and property descriptions of various City facilities related to the Project, if any, which are readily available and on file at the City. If provided, these documents are solely for additional information to the Consultant and do not relieve the Consultant of its duties and obligations under this Agreement nor do they constitute any representation or warranty by the City as to conditions or other matters related to the Project.

3.4 Consultant shall take all precautions reasonably necessary to perform the Work and shall be responsible for the safety of its employees, agents and subconsultants in the performance of the Work.

3.5 Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the Work, the Work must meet the approval of the City and shall be subject to the City's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

4. Period of Performance

4.1 Completion Date. Consultant shall commence the Work upon the City's issuance of the notice to proceed and shall complete all Work no later than December 31, 2018 ("Completion Date"), unless extended or terminated earlier by the City pursuant to the terms and conditions of this Agreement. The "Period of Performance" is the period of time between the Effective Date and the Completion Date.

4.2 Project Schedule. The general Project Schedule is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Time is of the essence for the Project.

4.3 Time Extensions. The Total Price, Period of Performance, and task budgets shall not be increased because of any unwarranted delays or costs attributable to the Consultant. In the event of a delay not attributable to the Consultant that could not be reasonably anticipated and results in an increase in costs to perform the Work, the City may at its discretion, through the execution of an amendment, increase the Total Price, Period of Performance, and/or task budget.

5. Administration and Supervision

5.1 City. The City Engineer or its designee (who shall be designated in writing by the City) shall perform day-to-day management of this Agreement. Unless otherwise indicated in writing by the City Manager or its designee, the City Engineer will issue notices to proceed, approve all requests for payment, authorize termination or modification of tasks, and approve in writing changes to the task budgets outlined in the Cost Summary, **Exhibit C**, attached hereto and incorporated herein by this reference, provided that such changes do not impact the Total Price or the Period of Performance. The City Engineer will also be responsible for determining when the Consultant has satisfactorily performed all Work and for ensuring that the Consultant complies with all provisions of this Agreement.

5.2 Consultant. The Consultant represents that it has, or will obtain, all personnel necessary to perform the Work and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by laws and regulations to perform the Work. All services required under this Agreement shall be performed by the Consultant, its employees, or by subconsultants whose selection has been authorized by the City; provided that the City's authorization shall not relieve the Consultant or its subconsultants from any duties or obligations under this Agreement or at law to perform the Work in a satisfactory and competent manner. Consultant shall ensure that all contractual duties, requirements and obligations that the Consultant owes to the City shall also be owed to the City by the Consultant's subconsultants retained to perform the Work.

5.2.1 Authorized Subconsultants. The Agreement shall identify in the Key Subconsultant List, **Exhibit D**, attached hereto and incorporated herein by this reference, the subconsultants that are authorized to perform Work under this Agreement, or shall state that there are no subconsultants.

5.2.2 Process for Adding or Removing Key Subconsultants

5.2.2.1 If during the term of this Agreement, the Consultant wishes to add or remove a key subconsultant as identified in the Key Subconsultant List, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.2.2 The City has sole discretion to approve or reject a proposed change in a key subconsultant. Before any key subconsultant not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3 Process for Adding or Removing Key Personnel

5.2.3.1 If during the term of this Agreement, the Consultant wishes to add or remove key personnel as identified in the Key Personnel List, **Exhibit E**, attached hereto and incorporated herein by this reference, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.3.2 The City has sole discretion to approve or reject a proposed change in any key personnel. Before any key personnel not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3.3 If a change is made substituting or changing assigned key personnel or subconsultants, the Consultant shall pay any and all costs associated therewith, including "Transfer of Knowledge and Information." Transfer of Knowledge and Information shall include all time, labor hours, and costs for reviewing Project documentation, participating in meetings with Project personnel, and participating in site visits to familiarize the person or subconsultant with the Project, the Work, and the Project location(s).

5.2.4 City May Request Removal of Subconsultant or Personnel. The Consultant shall remove from the Project any personnel or subconsultant, including key personnel or key subconsultants if, after the matter has been duly considered by the City and the Consultant, the City considers such removal appropriate or necessary and in the best interests of the Project and so advises the Consultant in writing.

5.3 Nondiscrimination. In all hiring or employment decisions arising from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, sexual orientation, political ideology, veteran or military status, genetic information, family medical history, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement because of any of the protected characteristics identified above.

6. Changes in Work

6.1 The City may at any time direct the Consultant to make additions within the general scope of the Work, delete portions of the Project, or revise portions of the Work. Any direction from the City that results in an increase or decrease in the Scope of Work or Project Schedule, changes the Total Price or Period of Performance, or changes affecting the Scope of Work and Total Price for the Project shall be made only by an amendment to this Agreement prior to the work being performed. Subject to Section 6.2 below, the City Manager is the only authorized City representative who may sign such amendments.

6.2 Changes described in Section 6.1 above may be made in writing by the City Engineer if such changes individually, and cumulatively as to all such changes for the Project, do not increase the Total Price specified in Section 10.1.

6.3 In the event the Consultant identifies something that may materially impact the Scope of Work, Project Schedule, and/or Total Price, Consultant shall immediately inform the City Engineer.

7. Responsibility of the Consultant

7.1 Standard of Care

7.1.1 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of the Work and all plans, designs, drawings, specifications, reports, and other services prepared or performed pursuant to this Agreement. The Consultant shall exercise the degree of care, skill and diligence normally employed by professional consultants engaged in the same profession, and performing the same or similar services at the time such services are performed. The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Work. The Consultant shall, without additional

compensation, correct or revise any errors, omissions, or specific breaches of a contractual obligation in the Work or any plans, designs, drawings, specifications, reports, and other services performed under this Agreement.

7.1.2 The City's acceptance of any portion of the Work, or any plans, drawings, designs, specifications, reports, and other products of the professional services rendered hereunder shall not in any way relieve the Consultant of responsibility for the adequacy and accuracy thereof. The City's review, approval, acceptance of, or payment for all or any of the Work, shall not be construed nor shall it operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.3 The Consultant shall be knowledgeable and familiar with the current edition of the City's Contract Documents (available from the City), and the current edition of WSDOT Standard Specifications for Roads, Bridges and Municipal Construction. All technical specifications drafted by the Consultant shall be consistent with these documents and shall not create any conflict therewith.

7.1.4 The Consultant shall promptly bring to the City's attention all concerns that the Consultant has regarding the Work, design or any finding, conclusions, or final decisions made by the City. The Consultant shall, at the City's request, provide the City with a written evaluation of its concerns, along with proposed solutions to any identified problems.

7.2 Maintenance of Project Documentation

7.2.1 Upon request by the City Engineer, the Consultant shall provide the City with access to all documents and correspondence, including e-mail communications, memoranda, computer files, and all other materials prepared or used in performance of the Work.

7.2.2 The Consultant acknowledges that information and documentation submitted to the City will in all likelihood be considered a public record in accordance with the Revised Code of Washington and may not be exempt from disclosure under the Washington State Public Records Act.

7.2.3 The Consultant acknowledges that unauthorized disclosure of information or documentation concerning this Project may cause substantial economic loss or harm to the City. Except as otherwise required by court order or subpoena, the Consultant shall not without prior written authorization by the City Engineer allow the release, dissemination, distribution, sharing, copying, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Agreement.

8. Commencement and Monthly Reports

8.1 Notice to Proceed. After execution of this Agreement by the City and the Consultant, the City will issue a written notice to proceed on the Project and may issue

written notice(s) to proceed on specific tasks thereof if necessary to produce specified work products. Upon receipt of a notice to proceed, the Consultant shall promptly commence work.

8.2 Monthly Reports. Unless otherwise stated in the Scope of Work, the Consultant shall submit to the City Engineer with each invoice a monthly report in a format approved by the City Engineer sufficient to show the activities completed and the Project progress as measured against the Project Schedule and Cost Summary. At a minimum the monthly report shall identify work completed, costs incurred, budget status (budget vs. estimated balance to complete), amendments, project schedule, any variance between planned vs. actual Project performance, all issues that may result in completion of any task beyond the established schedule or task budget, and all issues that may result in an increase in Total Price.

9. Compensation

9.1 The City will pay the Consultant for authorized and satisfactorily completed Work in accordance with the terms of this Agreement. Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and the rate(s) and for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals all as specified in the Cost Summary. In no event, however, shall the total cumulative payment(s) paid by the City exceed the sum of **One Hundred Sixty Thousand One Hundred Forty and 00/100 Dollars** (\$160,140), including applicable state taxes ("Total Price"). The Total Price is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed amendment.

9.2 Invoice Process. The Consultant shall submit to the City Engineer an invoice for payment for Work once per month. The invoice shall identify the Work completed since the previous invoice, and shall be computed pursuant to this Agreement. The invoice may be combined with the monthly report specified in Section 8.2.

9.2.1 Invoice Details. Invoices shall detail the Work by task, hours, and employee name and level for which payment is being requested; include copies of all invoices from authorized subconsultants and suppliers for which payment is being requested; and shall itemize, and include copies of, receipts and invoices for all other direct costs.

9.2.2 Maximum Amount. At no time shall the total cumulative amounts paid for the Work (calculated as a percentage of the Total Price) exceed the Total Price or the amount that would be due based on the percentage of the Work satisfactorily completed as determined by the City.

9.2.3 Payment. Upon acceptance by the City of the invoiced Work, which acceptance shall not be unreasonably withheld, Consultant shall be compensated in accordance with the City's usual procedures. In the event of a disputed invoice, the City may pay the undisputed amounts and withhold from payment the disputed portion of the invoice.

9.3 Final Payment. Final payment to the Consultant for the Work will be made in accordance with the City's usual procedures after all of the following are verified by the City Engineer:

9.3.1 Satisfactory completion of all of the Work;

9.3.2 Receipt by the City of the plans, studies, surveys, photographs, maps, calculations, notes, reports, warranties and all other documents and/or deliverables which are required to be prepared and submitted by the Consultant;

9.3.3 Delivery of all equipment and/or materials purchased specifically for the Project where the City has reimbursed the Consultant for such costs.

9.4 Release. Acceptance of any payment by Consultant shall constitute a release of all payment claims against City arising under this Agreement as to such portion of the Services. No payment to the Consultant, whether periodic or final, shall constitute a waiver or release by the City of any claim, right or remedy it may have against the Consultant regarding performance of the Work as required by this Agreement.

10. Termination of Agreement

10.1 Termination for Default

10.1.1 The City may terminate this Agreement, in whole or in part and at any time, in writing if the Consultant substantially fails to fulfill any or all of its material obligations under this Agreement through no fault of the City.

10.1.2 If the City terminates all or part of this Agreement for default, the City shall determine the amount of work satisfactorily performed to the date of termination and the amount owing to the Consultant using the criteria set forth below; provided, that (a) no amount shall be allowed for anticipated profit on unperformed Work and (b) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs the City incurs or will incur because of the Consultant's default. In such event, the City shall consider the actual costs incurred by the Consultant in performing the Work to the date of termination, the amount of Work originally required which was satisfactorily completed to the date of termination, whether that Work is in a form or of a type which is usable and suitable to the City at the date of termination, the cost to the City of completing the Work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, and other factors which affect the value to the City of the Work performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement. This provision shall not preclude the City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

10.1.3 If a termination for default by the City is ultimately determined to be wrongful, it shall be deemed a termination for convenience, and not a breach of this Agreement.

10.2 Termination for Convenience

10.2.1 The City may terminate this Agreement, in whole or in part and at any time, in writing for the convenience of the City.

10.2.2 If the City terminates this Contract for convenience, the City shall pay the Consultant the amount otherwise due in accordance with this Agreement for services satisfactorily performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement.

10.3 Consultants Duties Upon Termination

10.3.1 Upon receipt of a termination notice, whether by default or for convenience, the Consultant shall at no additional cost to the City:

10.3.1.1 Promptly discontinue all Work affected (unless the notice directs otherwise);

10.3.1.2 Terminate all contracts with subconsultants to the extent they relate to the Work terminated; and

10.3.1.3 No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the City all data, drawings, electronic drawing files, specifications, calculations, reports, estimates, summaries, and other Project documentation, such other information and materials as the Consultant or subconsultants may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for the Project where the City has paid the Consultant for such items.

10.3.1.4 Take any action necessary, or that the City may reasonably direct, for the protection and preservation of property or Work related to this Agreement that is in the possession of the Consultant and in which the City has or may acquire an interest.

11. Ownership and Use of Documents

11.1 All documents, drawings, specifications, designs, computer programs, software, reports and other work product (collectively referred to as "Work Product") developed or produced by Consultant for the City in connection with the Work rendered under this Agreement shall be owned by the City. Consultant shall provide such Work Product to the City on a data disk compatible with the City's computer equipment and programs. As between the Consultant and the City, the Work Product shall be works made for hire under all applicable copyright law and the City shall own any and all copyrights to such Work Product. Consultant agrees to transfer and assign all ownership rights and copyrights to such Work Product to the City to give effect to this Section. Consultant further waives any and all moral rights (including rights of integrity and attribution) in and to the Work Product. Re-use of any Work Product by the City for other than the Project that is the subject of this Agreement or modification in use by the City of any of the Work Product without the Consultant's prior written approval shall be at the City's sole risk.

11.2 To the extent it is determined any other records held by the Consultant relating to the Services are subject to the Washington Public Records Act (RCW 42.56), the Consultant shall promptly deliver such records to the City for purpose of responding to a public records request. This section shall survive termination of this agreement.

12. Third-Party Claims and Disputes

12.1 At the City's request, Consultant will assist the City in review and evaluation of claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other services in connection with actual or potential claims or disputes arising out of the Work, regardless of whether or not consultant is named in such legal action. The Parties shall cooperate to agree on the compensation for such services. If Consultant is determined to be responsible for the claim, dispute or litigation due to its act, omission, negligence or breach of this Agreement, it shall remit back to the City the amounts paid under this Section to the extent of such act, omission, negligence or breach.

13. Audit and Access to Records

13.1 The Consultant, including its subconsultants, shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work in accordance with generally accepted accounting principles and practices consistently applied. The City, or any of its duly authorized representatives, shall, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents, and other evidence for inspection, audit, and copying for a period of six years after completion of the Project. The City shall also have access to such books, overhead data, records and documents during the performance of the Work if deemed necessary by the City to verify work performed and invoices, to assist in negotiations for amendments to the Agreement or modifications to tasks, and to resolve claims and disputes.

13.2 Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.

13.3 Consultant shall provide the City, six years after completion of the Project, all original books, records, documents, and other evidence directly pertinent to performance of the Work.

14. Legal Relations

14.1 The Consultant shall comply, and shall ensure its subconsultants comply, with all the terms of this Agreement and the City resolutions and federal, state and local laws, regulations and ordinances applicable to the Work to be performed under this Agreement.

14.2 In performing the Work, the Consultant and its subconsultants, employees, agents and representatives shall be acting as independent contractors and shall not be deemed

or construed to be employees or agents of the City in any manner whatsoever. The Consultant shall not hold itself out as, nor claim to be, an officer or employee of the City by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the City. The Consultant shall be solely responsible for any claims/costs and/or losses arising from the Consultant's failure to pay wages, compensation, benefits, or taxes and/or pay for services, supplies, and/or materials provided by Consultant employees, agents and representatives, including subconsultants, and will protect, defend, indemnify and hold the City harmless therefrom.

14.3 The City's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law. The City may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

15. Indemnification and Insurance

15.1 Indemnification.

15.1.1 Consultant shall indemnify, defend and hold harmless the City, its officers, officials, employees, and volunteers ("Indemnified Parties") from and against all claims, damages, losses, and expenses, asserted against one or more Indemnified Parties arising out of or resulting from the Consultant's performance of the Work or any obligation under this Agreement, to the extent caused by the negligent acts or omissions of the Consultant, its subconsultants, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable ("Indemnified Claim"), regardless of whether or not such claim, damage, loss or expense is caused in part by Indemnified Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. Where an Indemnified Claim is caused by or results from the concurrent negligence of the Indemnified Parties and the Consultant, the Consultant's duty to indemnify and defend the Indemnified Parties as provided for herein shall apply only to the extent of the negligence of the Consultant or its subcontractors, consultants or other parties for whom the Consultant is responsible.

15.1.2 Consultant's obligations under this Section include, but are not limited to, all claims against Indemnified Parties by an employee or former employee of the Consultant or any of its subcontractors. For this purpose, the Consultant expressly waives, as respects to the Indemnified Parties only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other worker's compensation act, disability act, or other employee benefit act of any jurisdiction, which would otherwise be applicable in the case of such a claim.

BY SIGNING THE AGREEMENT THE OWNER AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

15.1.3 Consultant's obligations under this Section shall survive expiration or termination of the Agreement. In the event of litigation between the parties to enforce the

rights under this Section, reasonable attorney fees and costs shall be awarded to the prevailing party.

15.2 Insurance.

15.2.1 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, its agents, representatives, or employees.

15.2.2 No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

15.2.3 Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Consultant's Automobile Liability insurance policy with respect to the work performed for the City.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

15.2.4 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

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

15.2.5 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:

1. 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 in excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. In the event that such endorsement cannot be obtained from Consultant's insurance carrier, Consultant shall be responsible for providing notice in accordance with the terms of this provision.

15.2.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

15.2.7 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 requirements of the Consultant before commencement of the work, which is attached and incorporated by this reference as **Exhibit F**.

15.2.8 Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

16. Disputes and Remedies

16.1 Choice of Law. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the state of Washington in effect on the Effective Date.

16.2 City Manager Review. All claims, counter-claims, disputes, and other matters in question between the City and the Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all facts, data, contentions, and so forth which relate thereto. The City Manager shall make a determination within thirty (30) calendar days of such referral.

16.3 Alternate Dispute Resolution. Should the claim, counter-claims, or disputes not be resolved by the City Manager's decision, the parties shall attempt to resolve the matter through professional mediation, which shall be conducted within thirty (30) calendar days of the City Manager's decision. The cost of mediation shall be shared equally.

16.4 Exhaustion of Administrative Remedies. Referral to and determination by the City Manager or a designee and ADR shall be a condition precedent to the commencement of a civil action to adjudicate such dispute.

16.5 Jurisdiction & Venue. The Superior Court of Snohomish County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement and the laws of the state of Washington shall apply.

17. Notice

17.1 Any notice required to be given under the terms of this Agreement shall be in writing and directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party. Facsimile notice shall be considered effective with proof of confirmation that the addressee has received the facsimile. Such proof would be a confirmation sheet evidencing such receipt at the fax number listed below.

City Engineer
City of Mill Creek
15728 Main Street
Mill Creek, Washington 98012
425-745-1891 (p)
425-745-9650 (f)

KPFF Consulting Engineers
1601 Fifth Avenue
Seattle, WA 98101
206-382-0600 (p)

18. General Terms

18.1 Integration. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

18.2 Priority of Documents. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and

the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void. Consultant's standard terms and conditions, whether printed on, attached to, or otherwise incorporated into an exhibit or elsewhere, shall not be binding on Owner.

18.3 Assignment. Consultant shall not assign any portion of its duties or obligations under this Agreement without the City's prior written consent. Any assignment of this Agreement by Consultant without the prior written consent of the City shall be void.

18.4 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of City and Consultant.

18.5 Waiver. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

18.6 Exhibits. The Exhibits included in the Agreement are identified below. Any inconsistency or conflict between these Exhibits (all as may be modified by the latest amendment) shall be resolved by giving precedence in the following descending order of importance:

- 18.6.1 Exhibit A, Scope of Work;
- 18.6.2 Exhibit B, Project Schedule;
- 18.6.3 Exhibit C, Cost Summary;
- 18.6.4 Exhibit D, Key Subconsultant List;
- 18.6.5 Exhibit E, Key Personnel List;
- 18.6.6 Exhibit F, Insurance

18.7 Authorized Signatures. By their signatures below each party represents that they are fully authorized to sign for and on behalf of the named principal above.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officers or representatives as of the day and year written below.

CITY OF MILL CREEK

KPFF

Rebecca Polizzotto, City Manager

Rob Price, Associate

Date: _____

Date: _____

ATTEST:

Gina Pfister, Acting City Clerk

APPROVED AS TO FORM:

Scott Missall, City Attorney



Exhibit A -Scope of Work

Project: Construction Management for Exploration Park

Owner: City of Mill Creek

Prime Consultant: KPFF Consulting Engineers, Inc.

PROJECT DESCRIPTION

KPFF will be providing Construction Management and Inspection Services for the City of Mill Creek's Exploration Park project. Exploration Park is located on an existing 1.2 acre park site which is currently an irrigated grass area surrounded by landscaping beds. The design will include a new walking path along the park perimeter, play equipment as well as natural play features like large logs, climbing rocks, a tunnel through a berm and a slide built into the berm, park benches, new shade trees, and maintain roughly half the park area as an open informal play lawn. The project also includes drainage improvements to address current lawn area drainage issues and incorporate a new swale and rain garden feature.

KPFF's role for this project is split into multiple contracts – this is the second of two known contracts.

TEAM MEMBER ROLES

Chris Kuennen will serve as Construction Program Manager. Chris will oversee the construction management and inspection program for this project. He will be available a few hours a week for meetings and to provide guidance and backup for our services.

Brianna Navarro will serve as Construction Project Manager. Brianna will be the day to day manager for this project and the main point of contact. She will be available roughly half time, splitting her time with a nearby construction project in Everett. Brianna will handle document management, pay application review and recommendation, construction meeting facilitation, and playground equipment inspection. Brianna will obtain CPSI certification prior to installation of playground equipment.

Thadd Zehnder will serve as Lead Inspector. Thadd is available about half time, and will be in charge of inspection and coordination of testing as necessary. Thadd will be available for construction meetings and will assist Brianna with pay application review.

Project Controls will review and coordinate contract terms with KPFF insurance and risk management groups, build project files, edit and format for consistency of deliverables, process monthly billings and, for contract 1, track and report comment resolution.

[KPFF | 1601 Fifth Avenue, Suite 1300 Seattle, WA 98101](http://www.kpff.com) | O 206.382.0600

San Francisco Long Beach Los Angeles Sacramento Irvine San Diego Seattle Tacoma Portland St. Louis Louisville Chicago New York Washington D.C.

PROJECT SCHEDULE

The project schedule and associated construction management budget are based upon the Contractor obtaining Physical Completion within 120 working days of Notice to Proceed, as defined in the contract provisions. It is anticipated that the Contract Time will commence by April 2018.

ASSUMPTIONS

This proposal incorporates anticipated level of effort for 1 full time equivalent (FTE) personnel for 120 (8 hour) working day construction contract plus (1) week preconstruction services prior to the start of construction and (2) weeks after Physical completion for contract closeout activities, and administrative services throughout equating to an overall FTE of 1.25.

Project meetings include (1) prebid walkthrough, (1) bid opening, (1) preconstruction conference, and (16) weekly construction progress meetings. Consultant assumes all meetings will be held at Mill Creek City Hall or a nearby location. Consultant anticipates leading all meetings including development and distribution of agendas and minutes.

Document control, including but not limited to Submittals, RFIs, and Change Management Documents (field directives, change negotiation plans, independent cost estimates, recommendation for payment, etc.). Services identified include tracking, routing, review and action.

Consultant assumes that the Engineer of Record has been retained for design specific construction support services including review and response to design submittals and RFIs.

Consultant anticipates tracking certified payroll submittals but does not anticipate auditing or performing wage interviews with laborers.

Consultant assumes no on-site office space and will conduct work from our own Everett office.

SCOPE OF WORK

The following is a scope of work for Contract 2 of the project.

TASK ONE – PROJECT MANAGEMENT

1.1 – Project Management and Reporting

KPFF will manage the contractual relationship with the City of Mill Creek, subconsultants, other contractors in the vicinity of the project, and coordinate monthly billings.

TASK TWO – PRE-CONSTRUCTION SERVICES

2.1 – Pre-construction

The City will provide the meeting location for the pre-construction meeting. The Consultant will attend and facilitate the pre-construction meeting. The Consultant will also prepare and distribute the meeting minutes to the stakeholders.

The Consultant will also develop project controls specific to this contract including logs and posted working documents.

TASK THREE – CONSTRUCTION SERVICES

3.1.- Contract Administration

Consultant will provide Construction Management and point of contact for the City and Contractor. Provide interpretation of the plans and contract provisions and verify conformance with these documents, in conjunction with the design team. Provide coordination of the inspection staffing and subconsultants that comprise the construction management team.

Review and monitor the Contractor's construction plan / schedule and track contract working days with respect to contract requirements and changes.

Facilitate communications and maintain an accurate record of correspondence with the City, Contractor and stakeholders. Prepare and distribute correspondence to the City, Contractor and stakeholders, as needed.

3.2 - Field Reports / Documentation

Review and compile the daily construction inspection reports, including but not limited to photo documentation, playground inspection, and traffic patterns for each aspect of the construction activity. KPFF will self-perform inspection services for minimum 90% of project work. Inspectors will include Brianna, Thadd, and Chris as needed.

3.3 – Weekly Progress Meetings

Prepare agenda and facilitate weekly construction meetings with the Contractor during steady periods of construction activity. These meetings may be adjusted to other frequencies during periods of intermittent construction activity. Prepare and distribute the meeting minutes to the City, Contractor and stakeholders.

3.4 – Submittal Review / Recommendations

Distribute to engineer/architect of record or review Contractor shop drawings, product information and material samples prior to construction for conformance with the Plans and Contract Provisions. Develop, update and manage a log of submitted documents.

3.5 - Changed Conditions / RFI / Change Orders

Review Contractor Request for Information (RFI) and design change requests. Evaluate them with the design team and provide recommendations to the City for action. Provide written response to Contractor RFIs. Prepare and process construction field authorizations and resultant change orders. Track changes to the approved Plans and Contract Provisions.

3.6 - Contractor Payment Applications

Develop, review and approve progress payment applications, including measurement of quantities. Make a recommendation and submit required paperwork to the City for payment to the Contractor.

3.7 - Site Construction Observation

Monitor and document the Contractor's daily activities when work is being performed. Monitor and document the Contractor's work for compliance with plans and contract provisions. Provide copies of the daily reports to the City, Contractor and stakeholders, indicating the status and compliance of the Contractor's work with the Plans and Contract Provisions.

Observe traffic patterns during construction.

Provide, monitor and update a Quality Assurance Plan throughout construction of the project. Observe the technical conduct of the construction, including providing day-to-day contact with the construction Contractor, City, utilities, and other stakeholders, and monitor for adherence to the Contract Documents.

Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify construction Contractor of noncompliance. Advise the City of all non-conforming work observed during site visits.

Interpret Contract Documents, in coordination with Designer.

Evaluate issues which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.

Establish communications with adjacent property owners. Respond to questions from property owners and the general public.

Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.

3.8 - On-Site Materials Testing / Inspection

Coordinate materials and laboratory tests. Coordinate the work of the Field Representative(s) and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and inform City and construction Contractor of deficiencies.

Document and log special inspection locations, dates and results.

TASK FOUR – CONTRACT CLOSEOUT AND RECORD DOCUMENTS

4.1 - Substantial Completion / Final Inspection / Physical Completion

Facilitate the project completion process by performing inspections of work and making a determination of Substantial Completion. Develop a written list of remaining deficiencies and provide the punch list to the Contractor for corrective actions. Coordinate with the Contractor for the Operational Testing of all mechanical, electrical, irrigation systems / machinery and other systems identified in the Plans and Contract Provisions.

Upon notification from the Contractor of completion of the punch list items and Operational Testing, perform a Final Inspection. Once any corrective measures are satisfactorily completed and inspected, make a recommendation to the City for the project Physical Completion Date.

4.2 - Record Drawings

Compile and deliver to the City a set of Record Drawings based upon red-lines provided by the Contractor. KPFF will produce the CAD as-builts. The Contractor shall be responsible for the content and accuracy of the provided information.

4.3 - Project Closeout Documentation / Completion Date

Complete and compile project closeout documents including final payment contract voucher, QC reports, O & M manuals, inspection reports, permit closeout, and Contractor review forms. Compile all documentation from the Contractor required by the contract and governing laws. Once the documentation is accepted, provide a written final acceptance / contract completion letter to the City.

EXHIBIT B



Project: Construction Management for Exploration Park

Owner: City of Mill Creek

Prime Consultant: KPFF Consulting Engineers, Inc.

PROJECT SCHEDULE

The Contractor will provide the schedule for the construction work. The project schedule and associated construction management budget are based upon the Contractor obtaining Physical Completion within 120 working days of Notice to Proceed, as defined in the contract provisions. It is anticipated that the Contract Time will commence by April 2018.

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Exhibit C

Attachment: Fee Schedule

City of Mill Creek
 Construction Management Services for Exploration Park
 Engineering Fee Estimate Schedule - Contract 2
 Mill Creek, WA 98012



2/14/2018

Task	Work Item	Program Manager	Project Manager	Lead Inspector	CAD Technician	Construction Inspector	Project Controls	Admin	Total Cost by Task
		Chris K	Brianna N	Thadd Z	TBD	Brianna N	Laura T	Angle G	
1	Project Management								\$7,680
1.1	Project Management and Reporting	16	24	0	0	0	4	10	\$7,680
2	Preconstruction Services								\$1,650
2.1	Preconstruction Meeting agenda, meeting and minutes	2	6	2	0	0	0	2	\$1,650
3	Construction Services								\$127,170
3.1	Contract Administration	8	32	0	0	0	2	4	\$6,550
3.2	Field Reports / Documentation	0	16	16	0	80	2	4	\$13,710
3.3	Weekly Progress Meetings	0	48	6	0	0	0	0	\$7,500
3.4	Submittal Review	0	16	32	0	0	4	4	\$7,220
3.5	Changed Conditions / RFIs / Change Orders	8	24	16	0	0	4	4	\$7,740
3.6	Contractor Payment Applications	4	24	0	0	0	0	0	\$4,100
3.7	Site Construction Observation	4	8	250	0	400	0	0	\$78,360
3.8	On-Site Materials Testing / Inspection	0	8	0	0	0	6	2	\$1,990
4	Contract Closeout and Record Drawings								\$14,940
4.1	Substantial Completion / Final Inspection / Physical Completion	2	16	8	0	0	0	0	\$3,650
4.2	Record Drawings	0	8	8	40	0	0	0	\$6,580
4.3	Project Closeout Documentation / Completion Date	4	8	4	0	16	2	4	\$4,730
	Total Hours	48	238	342	40	496	24	34	
	Fee Schedule	\$185	\$140	\$130	\$110	\$110	\$115	\$90	
	Sub Totals	\$8,880	\$33,320	\$44,460	\$4,400	\$54,560	\$2,760	\$3,060	

Expenses	\$200.00
Travel	\$0
Reproduction	\$200
Field Equipment	\$0
KPFF Total Base Scope Estimated Fees - To be billed Hourly	\$151,640

Total Proposed Fee for KPFF Services **\$151,640**

Estimate Geotechnical Inspection (Robinson Noble) **\$5,000** estimate only, waiting on confirmation

Estimate Special Inspection and Testing (TBD) **\$3,500** estimate only, waiting on confirmation

Total Proposed Fee for all Services **\$160,140**



EXHIBIT D

Project: Construction Management for Exploration Park

Owner: City of Mill Creek

Prime Consultant: KPFF Consulting Engineers, Inc.

KEY SUBCONSULTANT LIST

KPFF proposes to use the following subconsultants:

- Robinson Noble, Geotechnical Testing
- AAR Testing, Special Inspections
- Pacific CM, supplementary general inspection
 - Currently not anticipated
 - If used, will account for no more than 10% of inspection

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EXHIBIT E

Project: Construction Management for Exploration Park

Owner: City of Mill Creek

Prime Consultant: KPFF Consulting Engineers, Inc.

KEY PERSONNEL LIST

Key personnel for this project are as follows:

- Brianna Navarro, Project Manager and CPSI, KPFF
- Chris Kuennen, Program Manager, KPFF
- Thadd Zehnder, Lead Inspector
- Laura Trovesi, Project Controls
- Angie Gangon, Administrator

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MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, February 27, 2018

Council Chambers, 15728 Main Street, Mill Creek, WA 98012

Minutes are the official record of Mill Creek City Council meetings. Minutes document action taken at the council meeting, not what was said at the council meeting.

A recording of this City Council meeting can be found [here](#).

The agenda packet for this City Council meeting can be found [here](#).

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:00 p.m. and led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

*Pam Pruitt, Mayor
Brian Holtzclaw, Mayor Pro Tem
Vince Cavaleri, Councilmember
Mike Todd, Councilmember
Mark Bond, Councilmember
Jared Mead, Councilmember
John Steckler, Councilmember*

Councilmembers Absent:

AUDIENCE COMMUNICATION

A. There were no comments from the audience.

PRESENTATIONS

B. Employee Milestone Presentation

City Manager Rebecca Polizzotto recognized Recreation & Tourism Manager Brian Davern for his 10 years of service to the City of Mill Creek.

STUDY SESSION

- C.** Long Term Strategic Planning:
- Community Preservation
 - Civic Pride

City Manager Rebecca Polizzotto led an interactive exercise with the Council to brainstorm strategic goals and objectives in order to identify priorities, projects and initiatives to be accomplished over the next several years.

February 27, 2018 REGULAR COUNCIL MEETING MINUTES

NEW BUSINESS

D. 2018 AWC Center for Quality Communities Scholarship Nomination

The Council Nomination Selection Committee, comprised of Councilmember Todd and Councilmember Steckler, selected Mackenzie Ryan from Archbishop Murphy High School as the City's nominee to move forward in AWC's statewide scholarship program.

Councilmember Todd made a motion to select Mackenzie Ryan to represent the City of Mill Creek in the statewide AWC Center for Quality Communities Scholarship selection process and receive a \$500 local monetary award for being selected as the City of Mill Creek 2018 nominee. Councilmember Steckler seconded the motion. The motion passed unanimously.

E. Surface Water Capital Program Development - Professional Services Contract

City Manager Rebecca Polizzotto reviewed the process for developing the Surface Water Capital Program that includes utilizing video data previously collected, obtaining video of pipes not previously addressed and identifying prioritization criteria.

City Manager Polizzotto briefed Council on the services included in the proposed contract, the completion date of the project, and stated that a \$50,000 grant had been secured from the Department of Ecology and will be applied towards this project.

Councilmember Cavaleri made a motion to to authorize the City Manager to execute a contract for professional services with Perteet, Inc. in an amount not to exceed \$132,252.00. Councilmember Todd seconded the motion. The motion passed unanimously.

F. Collective Bargaining Agreement Between the City of Mill Creek and the Mill Creek Police Officers' Guild for the Period January 1, 2018 - December 31, 2020

City Manager Rebecca Polizzotto reviewed the City's new three (3) year collective bargaining agreement with the Police Officers' Guild and briefed Council on the comparables, inflation factor and incremental costs. [Attachment A](#) to the agreement was passed out during the meeting.

Councilmember Cavaleri made a motion to authorize the City Manager to execute and take all action necessary to effectuate the terms of the collective bargaining agreement between the City of Mill Creek and the Mill Creek Police Officers' Guild for the period of January 1, 2018 - December 31, 2020 as set forth in the City's What If Proposal dated February 9, 2018 as signed by the City Manager and the President of the Police Officers' Guild. Councilmember Bond seconded the motion. The motion passed unanimously.

G. [35th Ave SE Reconstruction Project Addendum No. 6 to Contract 2013-1091 \(Contract for Professional Services\)](#)

City Manager Rebecca Polizzotto explained that from time to time throughout the remainder of the year, items will be added to the agenda relative to construction in

progress that don't fall neatly into the production schedule of Council packets, such as this additional agenda item.

City Manager Polizzotto reviewed the scope of services in Addendum 6 including the hydrologic and hydraulic analysis, bid support services and fee estimates.

Councilmember Todd made a motion to authorize the City Manager to execute Addendum No. 6 to Contract 2013-1091 for professional services with KPFF Consulting Engineers in an amount not to exceed \$19,000. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

- H. Fire and Emergency Medical Services Agreement Between the City of Mill Creek and Snohomish County Fire District No. 7

City Manager Rebecca Polizzotto introduced City Attorney Scott Missall and thanked him for his work during the contract negotiation process. City Manager Polizzotto reviewed key points of the original contract, amendments, renewal negotiations, comparison of major elements and material contract provisions. The City Manager explained how the contract presented provides for Fire and EMS services within the City for the period 2017-2022 at an aggregate cost of \$23,776,791, a savings of \$5,000,000 from the projected six year renewal cost of \$28,554,886.

At 8:23 p.m. Councilmember Todd made a motion to extend the regular meeting up to 9:00 p.m. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

Mayor Pro Tem Holtzclaw made a motion to authorize the City Manager to execute the Fire and Emergency Medical Services Agreement between the City of Mill Creek and Snohomish County Fire District No. 7 and to take all actions necessary to effectuate the provisions of said contract. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

CONSENT AGENDA

- I. Approval of Checks #58188 through #58271 and ACH Wire Transfers in the Amount of \$184,612.51
(Audit Committee: Mayor Pro Tem Holtzclaw and Councilmember Cavaleri)
- J. Payroll and Benefit ACH Payments in the Amount of \$211,459.31
(Audit Committee: Mayor Pro Tem Holtzclaw and Councilmember Cavaleri)

Mayor Pro Tem Holtzclaw made a motion to approve the consent agenda. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

REPORTS

- K. Mayor/Council
Mayor Pruitt reminded Council to complete their required PRA and OPMA training.

Mayor Pruitt reported that, per Senator Steve Hobbs, the City is in line to receive another \$500,000 for the 35th Ave SE reconstruction project as part of the amended

February 27, 2018 REGULAR COUNCIL MEETING MINUTES

transportation budget.

Councilmember Todd reported that he attended a long-term planning summit on February 22.

- L. City Manager
 - [Legislative Summary](#)
 - Labor Management Minutes
 - Council Planning Schedule

AUDIENCE COMMUNICATION

- M. Barbara Heidel, a Mill Creek resident, commented that she liked being a silent observer of tonight's brainstorming session and that she loves Mill Creek.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 8:53 p.m.

Pam Pruitt, Mayor

Gina Pfister, Acting City Clerk

APRIL						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 Council	4	5	6	7
8	9	10 Council	11	12	13	14
15	16	17	18	19	20	21
22	23	24 Council	25	26	27	28
29	30					

MAY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 Council	2	3	4	5
6	7	8 Council	9	10	11	12
13	14	15	16	17	18	19
20	21	22 Council	23	24	25	26
27	28	29	30	31		

JUNE						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 Council	6	7	8	9
10	11	12 Council	13	14	15	16
17	18	19	20	21	22	23
24	25	26 Council	27	28	29	30

Tentative Council Meeting Agendas
Subject to change without notice

Last updated: March 30, 2018

April 10, 2018

(Agenda Summary due March 27)

- WRIA 8 ILA
- Presentation: Chief for a Day
- Work Session:
 - Code Revision - Repeal of Board of Appeals/Adjustment
 - Administrative approval of long plats
- 35th Construction Project
 - Bid Award
 - Communications Plan
- Reports
 - Labor Management Minutes

April 24, 2018

(Agenda Summary due April 10)

- Senior Center Contract Renewal – 2018
- Reports
 - Quarterly Financial Report

May 1, 2018

(Agenda Summary due April 17)

- Proclamation: Music4Life
- Presentation: EGUV Development Agreement
- Beaver Management Plan

May 8, 2018

(Agenda Summary due April 24)

- Exploration Park
 - Bid Award
 - Schedule
 - Communications Plan
- Presentation: Website Update – 6 Month Check In
- Presentation: Sports Tourism Feasibility Study
- Reports
 - Memorial Day Update

May 22, 2018

(Agenda Summary due May 8)

- Check Presentation: AWC Scholarship Nominee
- Work Session:
 - HR Policies – Chapter 6 (Leave)

JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
		Council				
8	9	10	11	12	13	14
		Council				
15	16	17	18	19	20	21
22	23	24	25	26	27	28
		Council				
29	30	31	27	28	29	30

AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
		Council				
9	10	11	12	13	14	15
		Council				
16	17	18	19	20	21	22
23	30	24	25	26	27	28
		Council				

June 12, 2018

(Agenda Summary due May 29)

- Long term planning impacts from Paine Field commercial flights.

Work in Progress - Upcoming Agenda Items

- Personnel Policies and Procedures
- Freedom Field Grant Contract
- Freedom Field Construction Contract
- Budget Calendar
 - CIP Policies
 - Financial Policies

Possible Work Session Topics for Discussion

- Parking Codes
- Business signs
- MCCA storm water discussions
- Sports Fields
- Repair Issues
- Utility Project Management
- Review of Criminal Justice Costs/Alternatives
- Status update on County's SHR project
- 128th St as an ST3 Station
- Issues re: no parking on sidewalks
- Development Projects in Progress
- Hotel/Motel Theater Tax
- Resort Fees
- Partnerships with Everett School District
- Development code change to allow redevelopment along Mill Creek Blvd/North Creek
- Council Chambers Configuration