

RESOLUTION 2012-MM

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE
THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH
AHBL, INC. FOR SITE DESIGN SERVICES**

WHEREAS, the Town of Eatonville has received a grant from the Nisqually Tribe totaling \$42,000 for site design services to design storm water, paving and landscaping improvements, and

WHEREAS, the town discussed the project with several firms and decided that AHBL, Inc. was the most qualified for the project,

THEREFORE, BE IT RESOLVED by the Council of the Town of Eatonville as follows:

Section 1. The Mayor is authorized to execute on behalf of the Town the attached Professional Services Agreement with AHBL, Inc., including any subsequent amendments to the Agreement if such is in the best interests of the Town.

Passed by the Council of the Town of Eatonville at a regular meeting this _____ day of June, 2012.

Raymond Harper, Mayor

ATTEST:

Kathy Linnemeyer, Interim Town Clerk

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A – SCOPE OF WORK

Civil Engineering Services

Civil Engineering Design and Specifications – Task 00

1. Utilizing the boundary and topographic survey prepared by AHBL, Inc. at the inception of the project, prepare a base map for site plan and engineering drawings.
2. Design a new parking lot behind Town Hall containing 18-26 parking stalls, which provides landscape areas/islands necessary to meet the town's landscaping requirements. A variety of LID techniques including, but not limited to, porous pavement/concrete and a rain garden will be considered. Included is the design of a new retaining wall to allow for the expansion of the parking lot onto the adjacent property to the south. Also included is the design of temporary erosion and sediment control measures, grading, drainage, site access plan and pavement markings. In addition, design of island areas for landscaping and elimination of an existing stormwater catch basin.
3. Design of the area located between the Town Hall/fire department building and Rainier Avenue South including temporary erosion and sediment control measures, grading, drainage, replacement all of the existing pavement between the building and the road, a stormwater solution for fire truck washing in front of the fire department garage doors, design of a rain garden to capture roof and surface runoff, design of sidewalks along the Rainier Avenue South frontage and/or delineation of pedestrian paths along this frontage, and elimination of a stormwater catch basin.
4. Preparation of 30%, 90%, and 100% design plans as well as bid specifications for the project. The Construction Documents will be prepared so, if needed, the project can be split into two phases to accommodate funding opportunities.
5. Preparation of an Opinion of Probable Cost in conjunction with the 30% Design submittal. This will allow the potential need of phasing the project to be identified early in the design process.
6. As the project will disturb greater than 1 acre, complete the National Pollutant Discharge Elimination System (NPDES) application and the newspaper notice, submit to you for signature, and forward the application material to the Washington State Department of Ecology.
7. Prepare of drainage calculations and a Technical Information Report prepared in accordance with the Town of Eatonville stormwater standards. The calculations and report will address:
 - a. Onsite stormwater runoff collection.
 - b. Retention of stormwater utilizing LID stormwater techniques.
 - c. Treatment utilizing LID stormwater techniques.
 - d. This will consist of a narrative of the proposed and existing drainage features, including the upstream and downstream tributary drainage within ¼-mile of the site.
8. Utilizing the Town of Eatonville Division One, prepare three-part CSI format technical specifications for civil site work.

Project Team Meetings and Coordination – Task 11

9. Coordination and meetings with the major stakeholders of the project during design. This scope of work allows for two, project team meetings and coordination during the design process

Permitting – Task 12

10. Submit the Construction Documents to the Town for review.
11. Revise the plans as required by agency/stakeholder review. This task includes meetings with you, if needed to review the plan comments.

Reimbursable Expenses – Task 90

12. Project Reimbursable expenses such as mileage, NPDES notice publication costs, and reprographics. This scope of work will be billed on a time and expense basis.

Land Use Planning Services

Site Visit and Research – Task 00

1. Visit the site to review site characteristics and the surrounding area for design purposes.
2. Attend a meeting with Town of Eatonville staff and stakeholders to present the project proposal and obtain feedback prior to completing design.

Landscape and Irrigation Design and Specifications – Task 31

3. Contribute to the Opinion of Probable Cost prepared by the Civil Engineer for landscape elements.
4. Preparation of 30%, 90%, and 100% landscape architecture design drawings for a new parking lot behind Town Hall that meets the Town's landscaping requirements and which also incorporates LID practices such as the use of porous materials and bioretention facilities.
5. Preparation of 30%, 90%, and 100% landscape architecture design drawings for the area located between the Town Hall/Fire Department Building and Rainier Avenue South, including both a rain garden design and additional landscaping needed within this area. The plans for this area will be included within the same plan set as Item 4 above.
6. Prepare a temporary irrigation to ensure that the plantings are irrigated through the establishment phase.
7. Prepare three-part CSI technical specifications for landscape and irrigation related work for project implementation during the construction document phase.

Interpretative Signage Design – Task 32

8. Design and provide artwork for three to four different signs based on input from Town staff. The sign designs will be developed using Adobe Illustrator and provided to the sign manufacturer/printer chosen by the Town in the printer's preferred file format. A variety of designs will be created to inform and educate the public on how stormwater is being managed on-site using LID technologies and the benefits of using solar panels. AHBL will provide the three to four sign designs for the Town to review. The sign designs will be revised based on Town's input prior

to the preparation of a final draft. Minor changes will be made if needed and final designs will be provided the sign manufacturer/printer.

9. Preparation of detailed drawings, notes, and specifications for the sign pedestal and mount.
10. Coordination with the contractor and sign manufacturer will be provided to ensure the signs are printed and installed per the design intent.

Project Coordination – Task 34

11. Coordinate with both the client and the design team for the design of the bioretention facilities and the interpretative signage to ensure that the design meets the client's intent.

Land Surveying Services

The entire site will be surveyed. This proposal includes surveying within the approximate survey boundaries shown on the site plan provided by the Town of Eatonville. Included are parcels 3605002180, 3605002170, and 3605002160; the surrounding street and alley right-of-way; and a portion of the adjacent Pierce County Library site. The survey work shall include topography at an interval sufficient to prepare engineering plans for grading, parking lot and paving, sidewalk, landscaping, and stormwater management. In addition, the surveyor will prepare a boundary line adjustment through which a portion of the property located to the south (on parcel 3605002180) will be adjusted and combined the parcel on which Town Hall is located (parcel 3605002170). This BLA is to facilitate parking lot expansion and the sale of the home to the south, which is owned by the Town.

Boundary and Topographic Survey – Task 00

1. Research public records to identify monuments necessary to place the project onto horizontal and vertical datum. Datum shall be Washington State Plane Coordinate System South Zone/Pierce County Control Network for horizontal and vertical (NAD 83/91 and NGVD 29, respectively).
2. Field survey to locate control monuments and other indicators of occupation needed to establish boundaries and horizontal and vertical control for the project. Set no less than two project benchmarks onsite for future construction. Property corners will not be set under this proposal.
3. Coordinate with private utility locate service to mark the position of detectable underground utilities within the site. The cost of this service (\$480) is included in this proposal.
4. Coordinate with title insurance company to obtain a plat certificate for all parcels included in the survey. The report will be used to identify easements and restrictions of record that affect the property and is required for submittal and review of the Boundary Line Adjustment. The cost of the report (\$500) is included in this proposal.
5. Topographic survey of Pierce County tax parcel numbers 360500-2160, 2170, and 2180. Survey will locate buildings, utilities, asphalt, concrete, parking, fences, trees, landscaping, and all other improvements within the survey area. Survey will include full width of Center Street West, Rainier Avenue South, and alley adjacent to the site and will cross 25' onto adjacent properties where possible. Sufficient ground shots shall be obtained so as to produce contours at 1-foot intervals.
6. Prepare topographic survey base map that accurately depicts parcel boundaries, easements and restrictions of record, physical improvements, and existing ground contours at intervals of 1 foot within survey limits. The topographic survey base map will be furnished to the project engineer/architect in electronic format and to the client as a hard copy drawing.

Boundary Line Adjustment – Task 51

7. Prepare Town of Eatonville Boundary Line Adjustment (BLA) map and lot closure calculations to adjust the line common to parcel numbers 360500-2170 and 2180. Prepare applications and submittal package, and submit BLA to Pierce County Assessor, Tacoma-Pierce County Health Department (if necessary), Pierce County Public Works and Utilities (if necessary), and Town of Eatonville for review. Note: All agency review and recording fees shall be the responsibility of the client.
8. Address revisions and redlines generated by Town review.
9. Set 5/8-inch rebar with plastic cap and lot board at all new property corners.
10. Once all approvals have been granted by the Town, prepare final Mylar maps for signatures and recording.

Billing Summary

<u>Items</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Civil Engineering Services			
Items 1-8	Civil Engineering Design and Specifications	T-00	\$7,500
Item 9	Project Team Meetings and Coordination	T-11	800
Items 10-11	Permitting	T-12	1,000
Item 12	Reimbursable Expenses (Includes All Disciplines)	T-90	<u>500</u>
Civil Engineering Total			\$9,800
Land Use Planning Services			
Items 1-2	Site Visit and Research	T-00	\$500
Items 3-7	Landscape and Irrigation Design and Specifications	T-31	5,100
Items 8-10	Interpretative Signage Design	T-32	1,800
Item 11	Project Coordination	T-34	<u>500</u>
Land Use Planning Total			\$7,900
Land Surveying Services			
Items 1-6	Boundary and Topographic Survey	T-00	\$7,850
Items 7-10	Boundary Line Adjustment	T-51	<u>3,100</u>
Land Surveying Total			\$10,950
GRAND TOTAL			\$28,650

Some of the tasks listed are influenced by factors outside of our control. Therefore, based on our experience, we have estimated the number of hours required to complete these tasks. During the course of the project, if it is determined that more hours are required to complete any of these tasks, due to circumstances outside of our control, we will notify you immediately. We will not perform additional work until we have your written authorization. Tasks that are designated with estimated hours will be billed separately. The task numbers on the invoice will correlate with this proposal.

EXHIBIT B – EXCLUSIONS

This proposal does not include fees associated with agency reviews, submittals, or permits, nor does it include any work associated with the following services:

- a) Professional services of subconsultants, i.e., geotechnical and traffic engineers, or wetlands, wildlife, and other specialists.
- b) Preparation, submittal, or securing of extensions or renewals for expiring or expired applications or permits. Monitoring of applications or permit expiration dates is the responsibility of Town of Eatonville.
- c) Costs associated with the excavation of soils logs for the evaluation of onsite soils.
- d) Offsite improvements.
- e) Construction Administration/Management services as these will be provided by the Town of Eatonville.
- f) Costs associated with title reports or other legal documents.
- g) Costs associated with substantial redesign after preparation of design development drawings.
- h) Additional inspections that are a result of contractor non-compliance to the plans or specifications.
- i) Development of an opinion of probable construction costs.

PROFESSIONAL SERVICES AGREEMENT

This Agreement (referred to interchangeably as "Agreement" and/or "Contract") is entered into this _____ day of _____, 2012, by and between the Town of Eatonville, a municipal corporation under the laws of the State of Washington (hereinafter "Town"), and AHBL, Inc., whose address is 2215 North 30th Street, Suite 300, Tacoma, WA 98403-3305 (hereinafter "Consultant.")

WHEREAS, the Town desires to engage the Consultant to provide site design services for Eatonville Town Hall, and Consultant has agreed to offer its professional services to perform said work and has presented the Town with an acceptable Scope of Work and Cost Estimate,

WHEREAS, the Consultant has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by the Town,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN TOWN AND CONSULTANT AS FOLLOWS:

The Town hereby agrees to engage the Consultant and the Consultant hereby agrees to perform, in a satisfactory and proper manner, as determined by the Town, the services hereafter set forth in connection with this Agreement:

1. Scope of Services:

Consultant agrees to provide professional services for site design services at Eatonville Town Hall, 201 Center Street W. in accordance with the attached Scope of Work, identified as "Exhibit A" and Exclusions, identified as "Exhibit B" which are attached hereto and fully incorporated herein by reference.

This agreement is a purchase of professional services at the not to exceed fee found in the scope of work, identified as "Exhibit A," attached hereto and fully incorporated herein by reference. Payment for these services shall not exceed twenty-eight thousand, six hundred and fifty dollars and Zero Cents (\$28,650.00) unless authorized in writing by the Town as per paragraph 13. If additional time is needed, please refer to paragraph 4 of this Agreement. Consistent with paragraph 13, a written amendment signed by both Town and Consultant must be attached before a change is effective. With the Consultant's approval, the Town may add other related professional services at its discretion. Payment for these services shall not exceed the amount above unless authorized in writing by the Town.

2. Relation of Parties.

The Consultant, its subcontractors, agents and employees are independent contractors. Consultants performing professional services for Town and are not employees of the Town. The Consultant, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to Town employees. The Consultant, subcontractors, agents and employees shall not have the authority to bind Town any way except as may be specifically provided herein.

3. Time of Performance

The service of the Consultant is to commence on the date of a "Notice to Proceed" issued by the Town Administrator or his/her designee. It is agreed services hereunder shall be completed as of September 30, 2012.

4. Delays and Extensions of Time

If the Consultant is delayed at any time in the progress of providing services covered by the Contract, by any causes beyond Consultant's control, the time for performance may be extended by such time as shall be mutually agreed upon by Consultant and Town, and such extension shall not take effect unless incorporated in a written Amendment to this Agreement signed by both parties as per paragraph 13. Any request for an extension of time shall be made in writing.

5. Compensation and Schedule of Payments

Town shall pay the Consultant at the rates indicated for work performed under the terms of this Contract. This is the maximum amount to be paid under this Contract and it shall not be exceeded without Town's prior written authorization in the form of a negotiated and executed supplemental 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 project as set forth herein. The Consultant shall submit invoices to Town covering both professional fees and project expenses, if allowable. Payments to Consultant shall be made within thirty (30) days from submission of each invoice. The Town reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. Town and Consultant agree that any amount paid in error by Town does not constitute a rate change in the amount of the contract. The total amount listed in paragraph 1 is to be the not to exceed amount and is not to be construed as a guaranteed payout total.

6. Ownership of Records and Documents.

All materials, writings and products-produced by Consultant in the course of performing this Contract shall immediately become the property of the Town. In consideration of the compensation provided for by this Agreement, the Consultant hereby further assigns all copyright interests in such materials, writing and products to the Town. A copy may be retained by the Consultant.

7. Termination.

This Contract may be terminated by either party for any reason upon not less than fifteen (15) days written notice.

8. Evaluation and Compliance with the Law.

The Consultant shall have the authority to control and direct the performance and details of the work described herein. The Consultant agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

9. Business and Occupation License.

All work done pursuant to this Agreement is deemed to be engaging in business in the Town. Prior to performing work under set, Consultant shall secure all necessary business licenses from local, state, and federal government authorities.

10. Liability and Hold Harmless.

Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the work hereunder. All work shall be done at Consultant's risk. To the fullest extent permitted by law and subject to the following conditions, Consultant agrees to indemnify, defend, save and hold harmless the Town, its officials, employees and agents (defined in this paragraph as "Indemnified Parties") from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses, on such claims and in proving the right to indemnification, incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the negligent performance of this agreement by the Consultant, its Subcontractors of any tier, their agents, and anyone directly or indirectly employed by them or anyone for whose acts they are be liable (defined in this paragraph as "Indemnitor" or "Indemnitors"). The obligation to indemnify and defend as described in this paragraph shall also apply to claims made against the Town by third-parties, including but not limited to contractors, that the plans, specifications, and design of the Consultant was deficient.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against Consultant, the Town retains the right to participate in said suit if any principle of public law is involved. Consultant agrees to being added by the Town as a party to any arbitration or litigation with third parties in which the Town alleges indemnification or contribution from Town, any of its Subcontractors of any tier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Consultant agrees that all of its Subcontractors of any tier will, in their subcontracts, similarly stipulate; in the event any does not, Consultant shall be liable in place of such Subcontractor(s) of any tier.

To the fullest extent allowed by law, this indemnity and hold harmless shall include any claim made by an employee of Consultant or Subcontractor or agent of Consultant, even if Consultant is thus otherwise immune from liability pursuant to Title 51 RCW. Consultant for itself, and its Subcontractors and agents, specifically and expressly waive the right to assert against the indemnities any immunity that may be granted it under the Title 51 RCW. Consultant shall include such waiver in all agreements with Subcontractors. Consultant specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Consultant provide the broadest scope of indemnity permitted by RCW 4.24.115.

Neither this paragraph nor any other part of this Agreement shall not obligate Consultant to defend or indemnify against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Indemnified Parties, their agents or employees; provided that Consultant shall be obligated to indemnify against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) an Indemnified Party or the its agents or employees, and (b) Indemnitors, to the extent of Indemnitors' negligence.

11. Insurance.

The Consultant shall obtain and keep in force during the entire term of this Contract, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Agreement whether such work shall be by the Consultant, subcontractor or anyone directly or indirectly employed by either the Consultant or a subcontractor. The amount of coverage provided by such insurance shall be not less than Five Hundred Thousand Dollars (\$500,000) combined single limit for bodily injury and property damage and not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage if working in the public right of way.

The Consultant agrees to the following requirements relating to insurance coverage:

- a. Liability Insurance. Except for professional liability insurance, all liability insurance required herein shall be under a comprehensive or commercial general liability and business, automobile policy or policies. The Town shall be named as an additional insured with respect to all such policies and copies of all such policies shall be furnished to the Town upon request.
- b. Worker's Compensation. The Consultant shall take out and maintain during the life of the Agreement, Worker's Compensation insurance for all its employees engaged in work under or pursuant to this Contract who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Consultant shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Consultant
- c. Employment Security. The Consultant shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith. Consultant shall provide evidence of all insurance required, at the Town's request, by submitting an insurance certificate to the Town on a standard "Acord" or comparable form.

12. Notices. All notices which are given or required to be given pursuant to this Contract shall be hand delivered or mailed postage paid as follows:

FOR THE TOWN OF EATONVILLE

Town of Eatonville
ATTN: Raymond Harper, Mayor
210 Center Street West
PO Box 309
Eatonville, WA 98328

FOR THE CONSULTANT

AHBL, Inc.
ATTN: Sean Comfort, P.E., Vice President
2215 North 30th Street, Suite 300
Tacoma, WA 98403-3305

13. Amendments. This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by both parties hereto. Any changes in the scope of work, compensation, time for performance, or other term of this Agreement shall be mutually agreed upon between Town and the Consultant and shall be incorporated in written revisions to this Agreement and signed by both parties before taking effect. Consultant acknowledges that pursuant to RCW 35.27.160, only the Town's mayor has the authority to sign this Agreement or any amendments thereto (including but not limited to any amendments to scope of services or payment) and that any other changes or amendments shall have no force or effect against the Town unless so signed by the mayor.

14. Contract/Order of Precedence. This Agreement incorporates all the contracts, covenants and understanding between the parties hereto and are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this contract. The Contract includes all of the documents listed below, each of which is incorporated herein by reference.

- a. Most recently issued Town/Consultant Change Order(s)
- b. Most recently issued Addendum/Addenda to Request for Proposal
- c. Town's Request for Proposal
- d. Professional Services Agreement/General Conditions
- e. Consultant's Response to the Request/Scope of Services

Where there is a conflict among or between any of these documents, the order of precedence shall be as listed above.

15. Assignment. This Contract may not be assigned in any manner or by any means by Consultant without the express prior written consent of the Town.

16. Ratification. Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and affirmed.

17. Governing Law/Venue. This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Pierce County, Washington.

18. Representations. The signatories to this Agreement certify that they have fully read and agree to the foregoing terms on behalf of the entity he/she represents. By signing this Agreement, each individual certifies that he/she is at least 18 years of age and has legal authority to enter into this Agreement on behalf of the entity he/she represents.

DATED this _____ day of June, 2012.

TOWN OF EATONVILLE, a municipal corporation

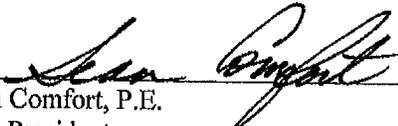
By: _____
Raymond Harper, Mayor

Attest:

By: _____
Kathy Linnemeyer, Clerk

DATED this _____ day of June, 2012.

AHBL, Inc.

By:  _____
Sean Comfort, P.E.
Vice President

Approved as to form:

Town Attorney