Public Works Committee
City Hall – 200 NE Moe Street
2nd Floor Conference Room

Subject	**Meeting Agenda**	**Date**	**January 13, 2021**
Recorder		**Start Time**	**5:00 PM**
Committee Chair	**Connie Lord**	**End Time**	**6:30 PM**
Committee Members	**Connie Lord (CL) David Musgrove (DM) Britt Livdahl (BL)**		
Staff Present			

The meeting will be held virtually. The public is welcome to call in:

Phone: 1 (623) 404-9000 / Meeting ID: 149 153 9702

Agenda			
No.	**Topic**	**Action / Recommendation / Discussion**	
1.	**Administrative:**		
A.	Questions & Concerns of the Committee		
B.	Agenda and Extended Agenda Review		
C.	Mayor, Department Head and Staff Reports		
D.	Approval of Minutes: 12/9/20		
E.	Future Meeting Conflicts: 1/27/21, 2/10/21, 2/24/21		
2.	**Agenda Items:**		
1.	Fish Park Phase IV Project Acceptance	15 min	
2.	Sewer On-Call Consultant Contract Selection	15 min	
3.	On-Call Consultant Contract Selection	15 min	
4.	Johnson Parkway Round-a-bout Art	15 min	
5.	8th Avenue Culvert Update	5 min	
6.	Committee Coordination	5 min	

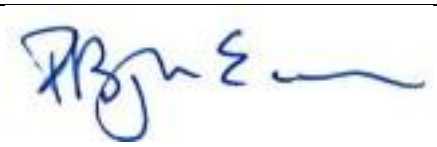
The committee may add and discuss other items not listed on the agenda.

IT IS REQUESTED THAT ATTENDEES LIMIT THE USE OF SCENTED PRODUCTS (PERFUME, COLOGNE, HAIR SPRAY, AFTER SHAVE, LOTION, FABRIC SOFTENER, ETC.). FRAGRANCES CAN BE TOXIC SUBSTANCES TO SOME PEOPLE, CAUSING RESPIRATORY OR NEUROLOGICAL DISABLING ALLERGIC REACTIONS. THIS REQUIREMENT IS CONSISTENT WITH THE AMERICAN WITH DISABILITIES ACT FOR A BARRIER-FREE ENVIRONMENT.

To request an alternative format of the printed agenda, contact the City Clerk's office at 360.394.9880.

Para solicitar un formato alternativo de la agenda impresa, comuníquese con la oficina del City Clerk al 360.394.9880.

Future Agenda Items			
No.	**Item(s)**	**Responsibility**	**Anticipated Meeting Date**
1.	PMC – Transportation Development Code Update	M. Bateman	Jan 2021
2.	a. Speed Limit Policy		Jan 2021
	b. Speed Hump Policy		Jan 2021
	c. Street Lighting		Jan 2021
	d. Street Connectivity		Jan 2021
	e. Cross Walks/Green Plastic		Jan 2021
3.	2022 KCTP Capacity Improvements – Costs/Poulsbo share	Lund/Lenius	June 2021
4.	Long Range Plans & Legal Options for the Old Dump Site	Lund/Lenius	Jan-June 2021
5.	Assets for the Retiring PW Facility	Lund/Lenius	Jan-June 2021
6.	PW emergency prep and status overview	Lund	Jan-June 2021
7.	Raab Park Tank Replacement Consultant Contract	Lenius	Jan 2021
8.	City Maintenance Workload	Lund	Jan-Apr 2021



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Reviewed by Mayor Erickson

The committee may add and discuss other items not listed on the agenda.

IT IS REQUESTED THAT ATTENDEES LIMIT THE USE OF SCENTED PRODUCTS (PERFUME, COLOGNE, HAIR SPRAY, AFTER SHAVE, LOTION, FABRIC SOFTENER, ETC.). FRAGRANCES CAN BE TOXIC SUBSTANCES TO SOME PEOPLE, CAUSING RESPIRATORY OR NEUROLOGICAL DISABLING ALLERGIC REACTIONS. THIS REQUIREMENT IS CONSISTENT WITH THE AMERICAN WITH DISABILITIES ACT FOR A BARRIER-FREE ENVIRONMENT.

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City of Poulsbo
Public Works Committee
City Hall – 200 NE Moe Street
3rd Floor Conference Room

Subject	**Meeting Minutes**	**Date**	**12/09/2020**
Recorder	C. Roberts	**Start Time**	5:00 PM
Committee Chair	Connie Lord	**End Time**	6:30 PM
Committee Members	Connie Lord, David Musgrove, Britt Livdahl		
Staff Present	Charlie Roberts (CR), Stella Vakarcs (Manager Kitsap County Sewer Utility), Shannon Wood (SW), Diane Lenius (DL), Josh Ranes (JR), Mike Lund (ML), Rob Gelder (Kitsap County Commissioner), Mayor Becky Erickson (BE), David Tucker (Kitsap County), Andrew Nelson (Kitsap County Public Works Director)		

Meeting Video: https://vimeo.com/494466746

No.	Topic	Action/Recommendation/Discussion
Administrative		
1.	Questions & Concerns of the Committee	☒ Discussed ☐ Further Action Requested**: DM asked about holiday lights SW responded that link on our website how to dispose of lights.**
2.	Agenda and Extended Agenda Review	☐ Discussed ☒ Further Action Requested: Budget amendment forthcoming – cemetery arch which was damaged, will come directly to council. DM asked to expand covid impacts and budget impacts, changes of service, high level overview at future meeting (January meeting). CL – Gary had question about Fjord speed control (January meeting).
3.	Mayor, Department Head and Staff Reports	☐ Discussed ☒ Further Action Requested: DL shared art selection committee working really hard working with the artist. Also received 20 consultants for on-call solicitation, DL would invite PWC to participate in selection if interested. Staff will review and bring recommendation forward.
4.	Approval of Minutes	☒ Approved ☐ Further Action Requested:
5.	Future Meeting Conflicts:	☒ Discussed ☐ Further Action Requested: December 23rd meeting will be canceled
Agenda Items		
1.	Kitsap County Sewer CIP Presentation	☒ Discussed ☐ Recommended to Council ☐ Further Action Requested:
2.	Committee Coordination	☐ Discussed ☐ Recommended to Council ☒ Further Action Requested: DL to send out art

		committee parameters to council with a brief description.
3.	COVID-19 Update	☒ Discussed ☐ Recommended to Council ☐ Further Action Requested:
6.	**Adjournment. Adjourned 6:08pm**	

POULSBO PUBLIC WORKS COMMITTEE
AGENDA SUMMARY
MEETING DATE: 01/13/2021

AGENDA ITEM:	Poulsbo's Fish Park Phase IV
EXHIBITS:	Presentation
STAFFED BY:	Mary McCluskey

SUMMARY STATEMENT:

Staff will present the recently completed Poulsbo's Fish Park Phase IV project.

WS Contractors was the Prime Contractor for this project.

Final Contract amount was $743,869.10
The Final Paid Contract Amount was $743,869.10 with four pay estimates.
There were two Change Orders totaling $9,333.87 - roughly 1.3% over the original contract value.

Retention in the form of a bond is being held until all releases are obtained.

RECOMMENDED ACTION:

Recommend bringing to City Council for acceptance of the Fish Park Phase IV Project as complete.

No.	Description	Unit	Plan Qty.	Bid Unit Price	Bid Total	Previous			Pay Estimate 4			Total		
						Qty.	Amount	%	Qty.		%	Qty.	Amount	%
	Schedule A - Base Bid													
A-1	Minor Change	CALC	1	$ 15,000.00	$ 15,000.00	0.00	$ -	0.00%	0.00		0.00%	0.00	$ 14,915.86	99.44%
	Minor Change 001_Additional Tree Work						$ 6,791.53				0.00%	0.00		0.00%
	Minor Change 002_CMP Pipe-Storm Conflict						$ 5,510.12							
	Minor Change 006_Additional Concrete Thickened Edge & Rebar									$ 2,614.21				
A-2	Roadway Surveying	LS	1	$ 11,000.00	$ 11,000.00	1.00	$ 11,000.00	100.00%	0.00	$ -	0.00%	1.00	$ 11,000.00	100.00%
A-3	Mobilization	LS	1	$ 63,250.00	$ 63,250.00	1.00	$ 63,250.00	100.00%	0.00	$ -	0.00%	1.00	$ 63,250.00	100.00%
A-4	Project Temporary Traffic Control	LS	1	$ 57,500.00	$ 57,500.00	1.00	$ 57,500.00	100.00%	0.00	$ -	0.00%	1.00	$ 57,500.00	100.00%
A-5	Clearing and Grubbing	ACRE	0.45	$ 13,000.00	$ 5,850.00	0.45	$ 5,850.00	100.00%	0.00	$ -	0.00%	0.45	$ 5,850.00	100.00%
A-6	Removal of Structure and Obstruction	LS	1	$ 17,500.00	$ 17,500.00	1.00	$ 17,500.00	100.00%	0.00	$ -	0.00%	1.00	$ 17,500.00	100.00%
A-7	Remove Asphalt Conc. Pavement	SY	728	$ 23.00	$ 16,744.00	728.00	$ 16,744.00	100.00%	0.00	$ -	0.00%	728.00	$ 16,744.00	100.00%
A-8	Pothole Exhisting Utility	EACH	5	$ 920.00	$ 4,600.00	1.00	$ 920.00	20.00%	4.00	$ 3,680.00	80.00%	5.00	$ 4,600.00	100.00%
A-9	Roadway Excavation Incl. Haul	CY	18	$ 172.00	$ 3,096.00	18.00	$ 3,096.00	100.00%	0.00	$ -	0.00%	18.00	$ 3,096.00	100.00%
A-10	Gravel Borrow Incl. Haul	TON	1,241	$ 40.00	$ 49,640.00	1063.70	$ 42,548.00	85.71%	29.50	$ 1,180.00	2.38%	1,093.20	$ 43,728.00	88.09%
A-11	Permeable Ballast	TON	53	$ 57.00	$ 3,021.00	40.43	$ 2,304.51	76.28%	0.00	$ -	0.00%	40.43	$ 2,304.51	76.28%
A-12	Gravel Trail	SF	2,675	$ 13.00	$ 34,775.00	0.00	$ -	0.00%	2309.40	$ 30,022.20	86.33%	2,309.40	$ 30,022.20	86.33%
A-13	Crushed Surfacing Top Course	TON	431	$ 55.00	$ 23,705.00	324.60	$ 17,853.00	75.31%	0.00	$ -	0.00%	324.60	$ 17,853.00	75.31%
A-14	HMA CL. 1/2 In. PG 58H-22	TON	128	$ 169.00	$ 21,632.00	183.23	$ 30,965.87	143.15%	0.00	$ -	0.00%	183.23	$ 30,965.87	143.15%
A-15	Sawcut	LF	740	$ 2.30	$ 1,702.00	1431.60	$ 3,292.68	193.46%	0.00	$ -	0.00%	1,431.60	$ 3,292.68	193.46%
A-16	Modular Block Wall 1	SF	105	$ 143.00	$ 15,015.00	110.00	$ 15,730.00	104.76%	0.00	$ -	0.00%	110.00	$ 15,730.00	104.76%
A-17	Modular Block Wall 2	SF	88	$ 143.00	$ 12,584.00	87.00	$ 12,441.00	98.86%	0.00	$ -	0.00%	87.00	$ 12,441.00	98.86%
A-18	Temporary Erosion and Sediment Control	LS	1	$ 5,750.00	$ 5,750.00	0.85	$ 4,887.50	85.00%	0.15	$ 862.50	15.00%	1.00	$ 5,750.00	100.00%
A-19	High Visibility Silt Fence	LF	1,280	$ 3.50	$ 4,480.00	1057.00	$ 3,699.50	82.58%	0.00	$ -	0.00%	1,057.00	$ 3,699.50	82.58%
A-20	Bond Road Mulch	CY	14	$ 86.00	$ 1,204.00	16.70	$ 1,436.20	119.29%	0.00	$ -	0.00%	16.70	$ 1,436.20	119.29%
A-22	Topsoil Type A	CY	30	$ 86.00	$ 2,580.00	84.00	$ 7,224.00	280.00%	0.00	$ -	0.00%	84.00	$ 7,224.00	280.00%
A-23	Cement Conc. Traffic Curb and Gutter	LF	647	$ 22.00	$ 14,234.00	647.00	$ 14,234.00	100.00%	0.00	$ -	0.00%	647.00	$ 14,234.00	100.00%
A-24	Cement Conc. Traffic Curb	LF	82	$ 27.50	$ 2,255.00	78.75	$ 2,165.63	96.04%	0.00	$ -	0.00%	78.75	$ 2,165.63	96.04%
A-25	Beam Guardrail	LF	163	$ 80.00	$ 13,040.00	161.15	$ 12,892.00	98.87%	0.00	$ -	0.00%	161.15	$ 12,892.00	98.87%
A-26	4 Ft. Vinyl Coated Black Chain Link Fence	LF	560	$ 36.00	$ 20,160.00	542.00	$ 19,512.00	96.79%	0.00	$ -	0.00%	542.00	$ 19,512.00	96.79%
A-27	Cement Conc. Sidewalk Incl. Thickened Edge	SY	325	$ 44.00	$ 14,300.00	331.82	$ 14,600.08	102.10%	0.00	$ -	0.00%	331.82	$ 14,600.08	102.10%
A-28	Cement Conc. Curb Ramp Type Single Direction A	EACH	1	$ 3,300.00	$ 3,300.00	1.00	$ 3,300.00	100.00%	0.00	$ -	0.00%	1.00	$ 3,300.00	100.00%
A-29	Permanent Signing	LS	1	$ 550.00	$ 550.00	0.00	$ -	0.00%	1.00	$ 550.00	100.00%	1.00	$ 550.00	100.00%
A-30	Pavement Marking	LS	1	$ 4,950.00	$ 4,950.00	0.00	$ -	0.00%	1.00	$ 4,950.00	100.00%	1.00	$ 4,950.00	100.00%
A-31	Rock Wall	SF	227	$ 35.00	$ 7,945.00	245.00	$ 8,575.00	107.93%	0.00	$ -	0.00%	245.00	$ 8,575.00	107.93%
A-34	Wheel Stops	EACH	12	$ 115.00	$ 1,380.00	0.00	$ -	0.00%	12.00	$ 1,380.00	100.00%	12.00	$ 1,380.00	100.00%
	Change Order 001_ Additional Working Days					1.00	$ -	0.00%		$ -	0.00%	1.00	$ -	0.00%
	Change Order 002_Quantity Overrun Adjustment													
	Bid Item A-14: HMA CL. 1/2In. PG 58H-22	TON	55.23	$ 169.00	$ 9,333.87									
	SUBTOTAL SCH A				**$ 462,075.87**		**$ 405,822.62**			**$ 45,238.91**			**$ 451,061.53**	
	Sales Tax Included in Bid Price													
	Schedule B - Bid Alternate													
B-1	Clearing and Grubbing	ACRE	0.29	$ 13,000.00	$ 3,770.00	0.00	$ -	0.00%	0.18	$ 2,340.00	62.07%	0.18	$ 2,340.00	62.07%
B-2	Seeding Lord Parcel	SY	1,369	$ 1.10	$ 1,505.90	0.00	$ -	0.00%	612.00	$ 673.20	44.70%	612.00	$ 673.20	44.70%
B-3	Boardwalk with Handrails 1	SF	1,201	$ 104.00	$ 124,904.00	0.00	$ -	0.00%	1234.20	$ 128,356.80	102.76%	1,234.20	$ 128,356.80	102.76%
	Boardwalk with Handrails 1 - Payment for Work Complete	CALC					$ 78,154.00			$ (78,154.00)				
B-4	Boardwalk with Handrails 2	SF	1,311	$ 94.00	$ 123,234.00	0.00	$ -	0.00%	1393.20	$ 130,960.80	106.27%	1,393.20	$ 130,960.80	106.27%

	Boardwalk with Handrails 2 - Payment for work Complete	CALC					$ 86,988.00			$ (86,988.00)					
B-5	Split Rail Fence	LF	284	$ 18.00	$ 5,112.00	0.00	$ -	0.00%	350.00	$ 6,300.00	123.24%	350.00	$ 6,300.00	123.24%	
	SUBTOTAL SCH B				**$ 258,525.90**		**$ 165,142.00**			**$ 103,488.80**			**$ 268,630.80**		
	SALES TAX 9%				**$ 23,267.33**		**$ 14,862.78**			**$ 9,313.99**			**$ 14,862.78**		
	SUBTOTAL SCH B				**$ 281,793.23**		**$ 180,004.78**			**$ 112,802.79**			**$ 283,493.58**		
	TOTAL PAY ESTIMATE						**$ 585,827.40**			**$ 158,041.70**			**$ 734,555.11**		
	CONTRACT AMOUNT - SCHEDULE A AND SCHEDULE B				**$ 743,869.10**										

RETAINAGE NOT HELD WITHIN ACCOUNT
THIS PROJECT HAS A RETAINAGE BOND ON FILE

SUBTOTAL SCHEDULE A:	$ 405,822.62	$ 45,238.91	$ 451,061.53
SUBTOTAL SCHEDULE B:	$ 165,142.00	$ 103,488.80	$ 268,630.80
SALES TAX SCH B	$ 14,862.78	$ 9,313.99	$ 24,176.77
RETAINAGE WITHHELD	$ (28,548.23)	$ (7,436.39)	$ (35,984.62)
RETAINAGE BOND	$ 28,548.23	$ 7,436.39	$ 35,984.62
TOTAL	$ 585,827.40	$ 158,041.70	$ 743,869.10
PAY AMOUNT		$ 158,041.70	$ 743,869.10

Prepared By: AB
Checked By: CR

APPROVED FOR PAYMENT: Mary McCluskey 12/30/20
City of Poulsbo / Date
PRINT NAME Mary McCluskey

APPROVED FOR PAYMENT: 12/30/2020
W.S. Contractors / Date
PRINT NAME Rob Knutson

CITY PROJECT CN2020-04
W.S. CONTRACTORS
PO BOX 2300
BUCKLEY, WA 98321
(253) 630-4500

POULSBO PUBLIC WORKS COMMITTEE
AGENDA SUMMARY
MEETING DATE: 1/13/2021

AGENDA ITEM:	Sewer On-Call Consultant Contract Selection
EXHIBITS:	Presentation, Professional Services Agreement
STAFFED BY:	D. Lenius

SUMMARY STATEMENT:

Staff will present recommendations for the selection process of the Consultant 2 Year On-Call Contracts for Sanitary Sewer.

RECOMMENDED ACTION:

Recommend bringing to City Council for approval, the four On-Call Contracts for Sanitary Sewer Consultant Services.

SANITARY SEWER On-Call Consultant Contract Selection

PUBLIC WORKS COMMITTEE
JANUARY 13, 2021

Request for Qualifications

Publications:

- Seattle Times – September 7, 2020
- Daily Journal of Commerce – September 8, 2020

Email Distribution to MRSC Roster:

- Category: Sewer System Planning and Design
- September 2, 2020

Consultant Selection

PANEL MEMBERS

- DIANE LENIUS
- DAVID MUSGROVE
- MIKE LUND
- CHARLIE ROBERTS
- ANTHONY BURGESS
- KEITH SVARTHUMLE
- RYAN GOLDEN

SEWER ON CALL SERVICE AREAS:

- ❑ LONG RANGE SEWER PLANNING & STRATEGIC ADVISORY
- ❑ SATELLITE WATER RECLAMATION (MBR)
- ❑ INFILTRATION & INFLOW EVALUATION
- ❑ SEWER COMPREHENSIVE PLANNING
- ❑ ASSISTANCE WITH CIP
- ❑ MICRO TUNNELING, DIRECTIONAL DRILLER & BORING
- ❑ PIPE CONDITION ANALYSIS

EVALUATION PROCESS

8 STATEMENT OF QUALIFICATIONS RECEIVED AND RATED ON:

- ABILITY TO RESPOND TO REQUESTS FOR SERVICES
- PROJECT MANAGER EXPERIENCE
- FAMILIARITY WITH LOCAL PLANS, POLICIES, PMC, ETC
- PAST PERFORMANCE
- TECHNICAL KNOWLEDGE/EXPERIENCE OF STAFF

INTERVIEWS

- TOP 5 RATED FIRMS WERE SELECTED FOR INTERVIEW
- INTERVIEW QUESTIONS DESIGNED TO DETERMINE EACH FIRMS' STRENGTHS AND ABILITY TO PROVIDE SERVICES TO THE CITY

  - PROJECT MANAGEMENT
  - TECHNICAL EXPERTISE
  - COST AND SCHEDULE MANAGEMENT
  - COMMUNICATION AND COMMUNITY ENGAGEMENT
  - SPECIFIC AREA/WORK SCENARIOS

4 CONSULTANTS RECOMMENDED FOR ONCALL SERVICES BASED ON SOQ AND INTERVIEW

BHC CONSULTANTS

- **Strengths: Sewer Comprehensive Planning, Strategic Advisory Role, CIP**

RH2 ENGINEERING

- **Strengths: I&I, CIP, Micro Tunneling/Directional Drilling**

MURRAYSMITH

- **Strengths: CIP, and Micro Tunneling/Directional Drilling, MBR, Pipe Condition Evaluation**

PARAMETRIX

- **Strengths: Strategic Advisory Role, Pipe Condition Evaluation, CIP, MBR**

Questions?

Sample Motion

Recommend bringing to City Council for approval, the four On-Call Contracts for Sanitary Sewer Consultant Services

City of Poulsbo
Professional Services Agreement

Name of Services/On-Call Discipline/Etc.
Consultant Name

THIS AGREEMENT is entered into on _____between the City of Poulsbo, Washington, hereinafter called the CITY, and the above person, firm or organization, hereinafter called the CONSULTANT.

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

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

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant: Scope of Work - The City hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work - The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall provide 'on-call' services to the CITY for the duration of two (2) years from the date this agreement is executed. The CITY may extend the duration of this agreement by one (1) additional year at its discretion by providing notice to the CONSULTANT no less than thirty days prior to expiration of this agreement. The CONSULTANT shall complete individual task orders by the completion date described in each task order. A failure to complete the work by such date, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment - The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this Agreement as provided in Exhibit B, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached.

The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of the work and services by the CONSULTANT. Invoices shall detail the work performed or the services rendered, the time involved, and the amount to be paid. The CITY shall

pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable as set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this Agreement for no more that the said maximum amount.

4. Changes in Work - The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work - The CITY may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this Agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of this Agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable, (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify this Agreement accordingly.

6. Ownership of Work Product - Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT are to be submitted in an electronic and hard copy format.

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

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

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

B. The CONSULTANT'S obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party

other than an officer, agent, sub consultant or employee of the CONSULT ANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. 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.

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.

A. Minimum Scope of Insurance

The 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.

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 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.

B. 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.

C. Other Insurance Provision

The CONSULTANT'S Automobile Liability and Commercial General Liability insurance policies are to

contain, or be endorsed to contain that they shall be primary insurance as respect the CITY. Any Insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT'S insurance and shall not contribute with it.

D. Acceptability of Insurers

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

E. Verification of Coverage

The 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.

F. Notice of Cancellation

The CONSULTANT shall provide the CITY with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. 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.

10. Records - The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices - All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date deposited in the United States mail, postage prepaid.

12. Project Administrator - The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT'S work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. Disputes - Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for determination to the CITY

Department Head who administrates the department in which the Project Administrator works. The Department Head's decision in the matter shall be final and binding upon the parties to this agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.

14. Termination - The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination - The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or material man, because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Compliance and Governing Law - The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. Subcontracting or Assignment - The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY.

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

19. Litigation - In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for Kitsap County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for Kitsap County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. Taxes - The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. City Business License - The CONSULTANT has obtained, or agrees to obtain a business license from the CITY prior to commencing to perform any services under this Agreement. The CONSULTANT will maintain the business license in good standing throughout the term of the Agreement.

22. Entire Agreement - This Agreement represents the entire integrated Agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. The terms of this Agreement also supersede any contrary provisions of any of the Exhibits attached hereto and where any conflict between the terms of this Agreement and the Exhibits exists, the terms of this Agreement control. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

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

CONSULTANT: Company Name

By: _____ Addr: _____

Title:_____ _____

CITY OF POULSBO:

_____ Addr: 200 NE Moe Street
Rebecca Erickson, Mayor Poulsbo, WA 98370

ATTEST/AUTHENTICATED:

_____
Rhiannon K. Fernandez, CMC, City Clerk

APPROVED AS TO FORM:

_____
James E. Haney, City Attorney

POULSBO PUBLIC WORKS COMMITTEE
AGENDA SUMMARY
MEETING DATE: 1/13/2021

AGENDA ITEM:	On-Call Consultant Contract Selection
EXHIBITS:	Presentation, Matrix
STAFFED BY:	D. Lenius

SUMMARY STATEMENT:
Staff will present recommended selections of on-call contracts in 11 categories.

RECOMMENDED ACTION:
Recommend bringing On-Call Contractis in 11 categories to City Council for approval

ON-CALL CONSULTANT CONTRACT SELECTION

PUBLIC WORKS COMMITTEE

JANUARY 13, 2021

REQUEST FOR QUALIFICATIONS

Publications:

Daily Journal of Commerce

- November 5, 2020
- November 12, 2020

Seattle Times

- November 5, 2020
- November 12, 2020

Water Utility	Environmental	Stormwater	Land Surveying	Road Engineering	Architectural
Art Anderson	David Evans & Associates	Art Anderson	Busch, Roed & Hitchings	Century West	Fischer Bouma
BHC	Interkek PSI	BHC	Gray & Osborne	Fehr & Peers	Helix Design Group
Century West	Landau Associates	Century West	KPG	Fischer Bouma	Jones & Jones
David Evans & Associates	Parametrix	CG Engineering	Parametrix	Gray & Osborne	KPG
Gray & Osborne	Perteet	Gray & Osborne		Jones & Jones	
KPG	RH2	Jones & Jones		KPG	
RH2		KPG		MIG	
Wilson Engineering		Landau Associates		Parametrix	
		MIG		Perteet	
		Parametrix		RH2	
		Perteet			
		RH2			

Structural	Building Plan Review	Geotechnical	Materials Testing	Rate Study	CADD and Graphics
BHC	BHC	Aspect Consulting	Interkek PSI	Perteet	Art Anderson
CG Engineering		Interkek PSI	MTC		BHC
Gray & Osborne		Landau Associates			Fischer Bouma
Parametrix		MTC			Jones & Jones
RH2		RH2			MIG
					Perteet
					RH2

PANEL MEMBERS

- Diane Lenius
- Josh Ranes
- Mike Lund
- Dan Schoonmaker
- Charlie Roberts
- Anthony Burgess
- Michael Bateman
- Nikole Coleman
- Keith Svarthumle
- Ryan Golden
- Craig Frazier

Scoring Criteria

1. Ability to respond to requests for services
2. Project manager experience
3. Previous municipal work including on-call contract work and similar projects
4. Familiarity with local plans, policies, PMC, goals, challenges and opportunities
5. Past performance
6. Technical knowledge and experience of individuals for selected services

QUESTIONS?

SAMPLE MOTION

Recommend bringing On-Call Contracts in 11 categories to City Council for approval

On-Call Consultant Submittals 2020 Statement of Qualifications

	Water Utility	Environmental Eng and Planning	Stormwater	Land Surveying	Road Engineering	Architectural	Structural	Building Plan Review and Inspections	Geotechnical	Materials Testing	Rate Study	CADD
	8	6	12	4	1	4	5	1	5	2	1	7
Art Anderson Associates												
Aspect Consulting												
BHC												
Busch, Roed & Hitchings, Inc												
Century West												
CG Engineering												
David Evans & Assoc												
Fehr & Peers												
Fischer Bouma Partnership												
Gray & Osborne												
Helix Design Group												
Interkek PSI												
Jones & Jones												
KPG												
Landau Associates												
Moore Iacofani Goltsman (MIG)												
MTC												
Parametrix												
Perteet												
RH2												
Wilson Engineering												
	Keith Svarthumle Ryan Golden Charlie Roberts	Dan Schoonmaker Michael Bateman Josh Ranes	Charlie Roberts Michael Bateman Josh Ranes	Charlie Roberts Michael Bateman Josh Ranes	Anthony Burgess Michael Bateman Josh Ranes	Dan Schoonmaker Mike Lund Anthony Burgess	Anthony Burgess Josh Ranes	Craig Frazier Diane Lenius	Charlie Roberts Michael Bateman Josh Ranes	Charlie Roberts Michael Bateman Josh Ranes	Charlie Roberts	Charlie Roberts Anthony Burgess Josh Ranes

POULSBO PUBLIC WORKS COMMITTEE
AGENDA SUMMARY
MEETING DATE: 1/13/2021

AGENDA ITEM:	Johnson Parkway Roundabout Centerpiece Art Discussion
EXHIBITS:	Presentation
STAFFED BY:	D. Lenius

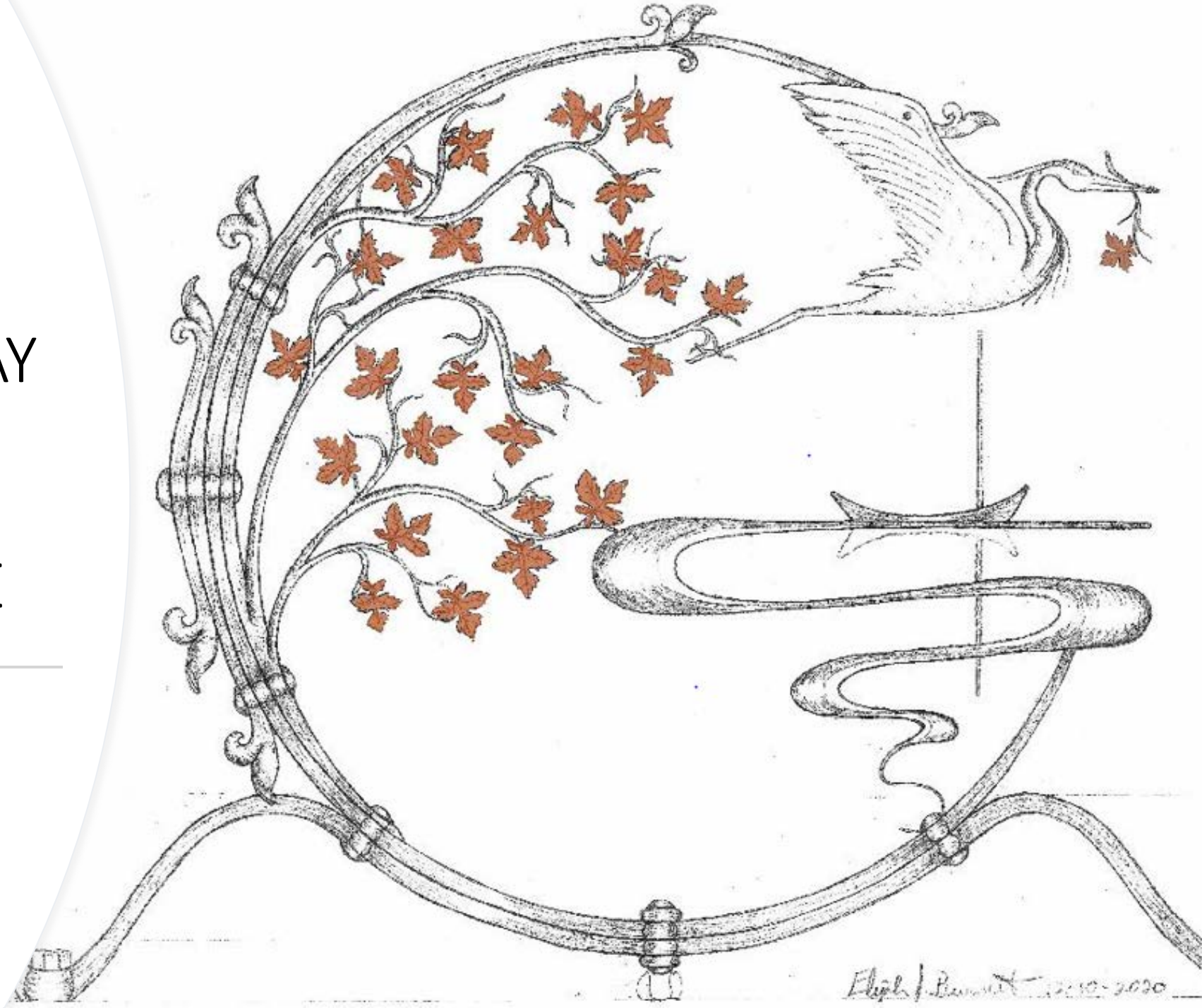
SUMMARY STATEMENT:
Engineering Director Diane Lenius will give an update on the staus and recommended concept for the Johnson Parkway Roundabout Centerpiece Art. Draft presentation is attached in the agenda packet and additional 3D renderings will be provided during the meeting.

RECOMMENDED ACTION:
None

JOHNSON PARKWAY ROUNDABOUT CENTERPIECE ARTWORK UPDATE

Public Works Committee

January 13, 2021



Art Centerpiece Status

- ✓ PAL's Art Plan -2019
- ✓ Call to Artists – Aug 2020
- ✓ Centerpiece Submittals Received – Oct 2020
- ✓ Committee Review and Artist Selection – Nov-Dec 2020
- ✓ Proposed Artist Elijah Burnett and Art Concept Presented to City Council - January 6th, 2021
- ✓ Collaboration Meeting with the Tribe Emissary and Artists – Jan 8th

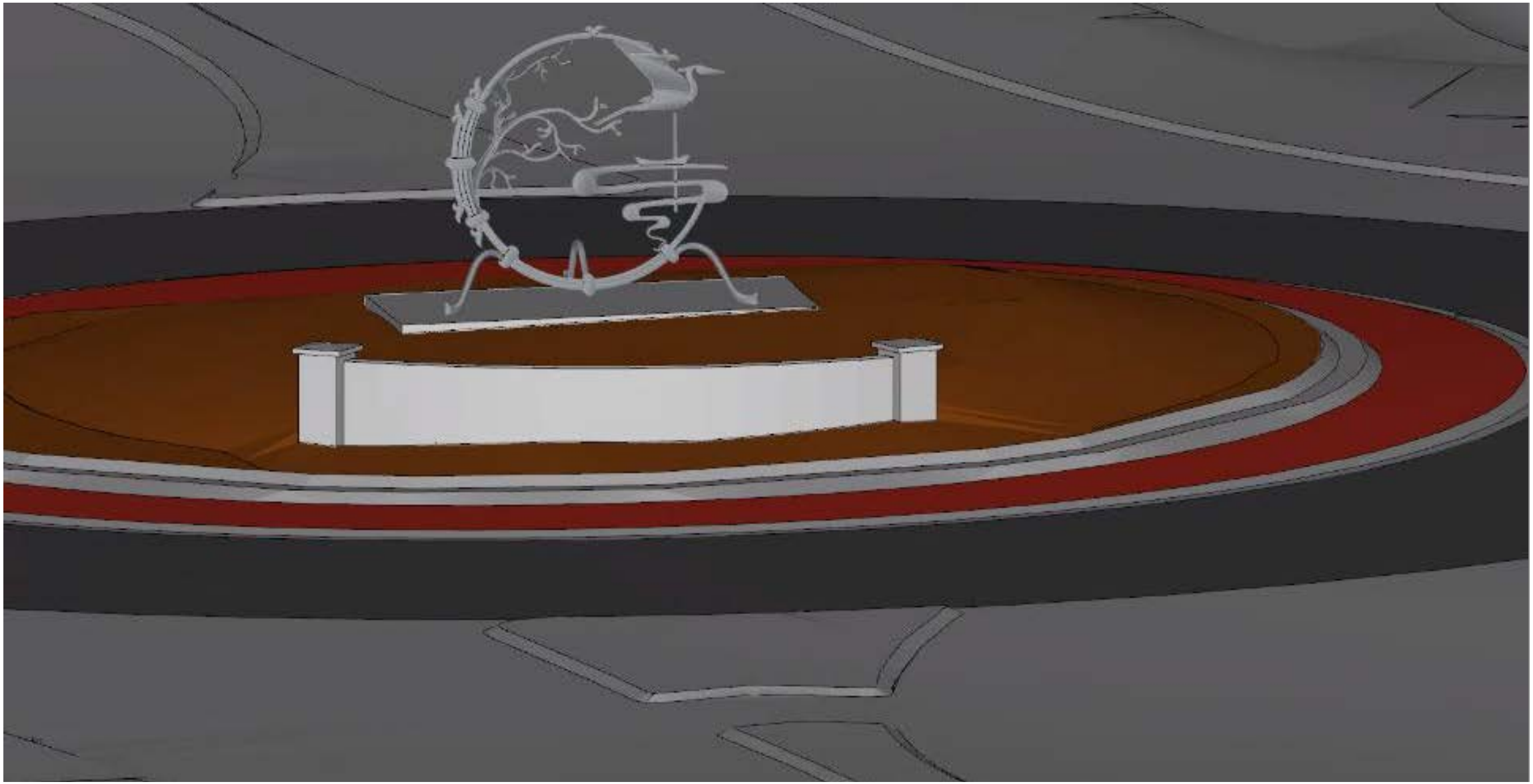
Scale of Artwork – Currently on Display in Council Chambers

VIKING
CITY

3D Renderings

Mockette – Front View

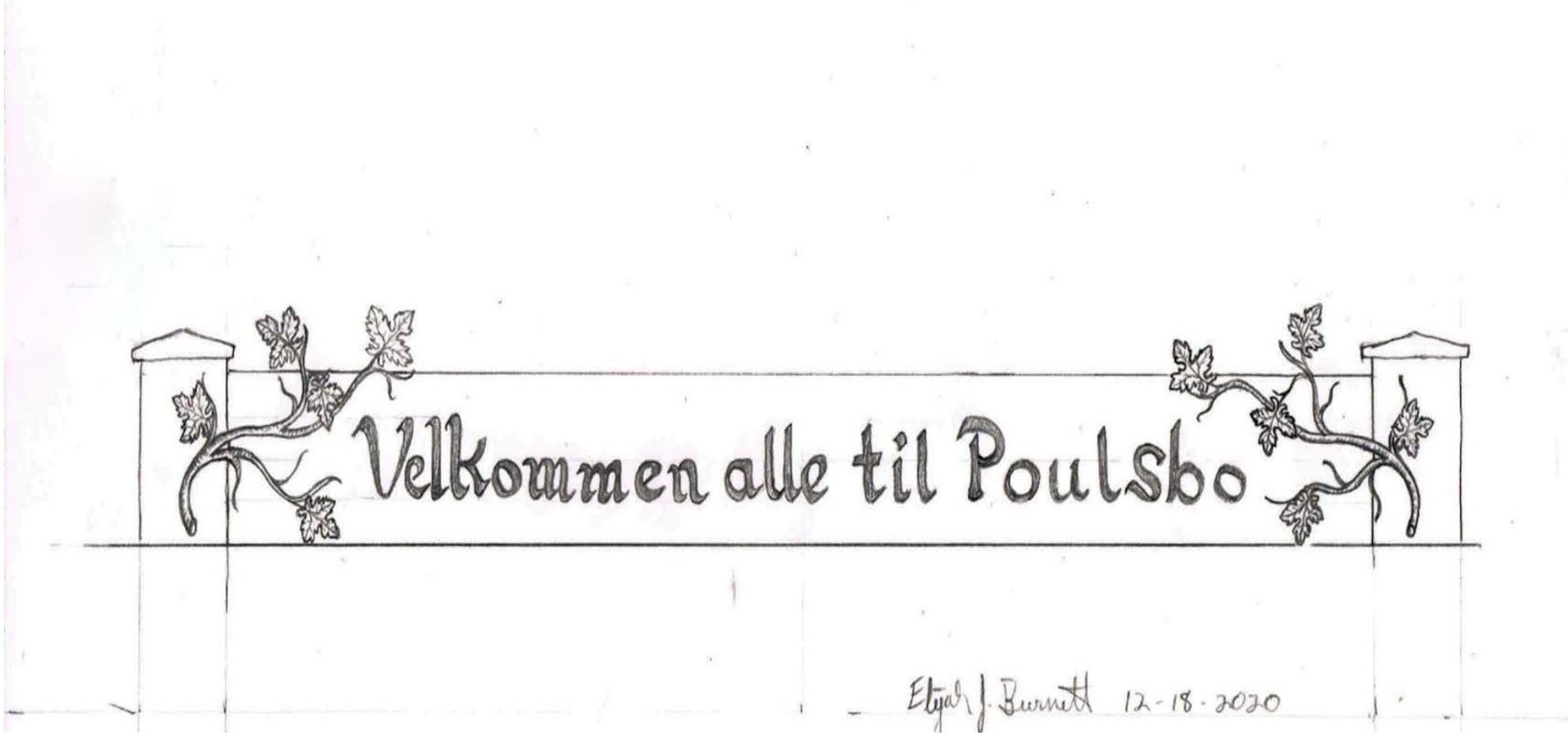
Mockette – Top View



Landscaping

- Artist envisions large boulders, coastal grasses (3-4’ high) and Moogoo Pine.
- Portray the natural environment in which a heron would be found

Proposed Sign at the Roundabout Entrance



“Looking through the porthole into the land of the maples”

Elijah Burnett

Artwork Finish

- Artist recommends boiled linseed oil. Any rust that may occur can be wiped away and boiled linseed oil (available at most hardware stores) can be reapplied. Artist estimates ~ 10 years before sculpture would need re-application of linseed oil to maintain beauty of finish.

Collaboration Meeting with the Suquamish Tribe Representatives

January 8, 2021

- Meeting with representatives for the Suquamish Tribe on January 8
- Judge Robin Wood and tribal artist Katie Ahvakana along with Roundabout Art artist Elijah Burnett, Mayor Erickson, Council member Connie Lord, Engineering Director Diane Lenius and Johnson Pkwy Construction Manager Josh Ranes
- Artistic ideas and concepts shared
- Artists Katie Ahvakana and Elijah Burnett will collaborate on revisions to current roundabout art concept
- Next meeting with same group to discuss results of the artists collaboration on January 15th

Discussion and Next Steps

- Coordination with Tribe - January
- Public Input and Review – January 6th, 13th, and 20th
  - Web posting this week
- Council Update – January 20th
- Council Review and Approval of Concept – early February
- Proposed Contract with Artist
  - Phase I – Concept Design
  - Phase 2 – Design, Fabrication and Installation

Questions

POULSBO PUBLIC WORKS COMMITTEE
AGENDA SUMMARY
MEETING DATE: 1/13/2021

AGENDA ITEM:	8th Avenue Culvert Update
EXHIBITS:	
STAFFED BY:	M. Lund/C. Roberts

SUMMARY STATEMENT:
Staff will present an update on the 8th Avenue flooding correction and engineering will provide an update on future plans regarding the culvert.

RECOMMENDED ACTION:
Discussion

POULSBO PUBLIC WORKS COMMITTEE
AGENDA SUMMARY
MEETING DATE: 01/13/2021

AGENDA ITEM:	Committee Coordination
EXHIBITS:	
STAFFED BY:	Committee

SUMMARY STATEMENT:
Council will communicate relevant information from other committees

RECOMMENDED ACTION:
Discussion