

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE:** March 14, 2016

<b>AGENDA ITEM:</b> Sunnyside Well Treatment Facility Project — Professional Services Agreement with RH2 Engineering for On-Call Construction Support, for Materials Testing, and Special Inspection	
<b>PREPARED BY:</b> Jeff Laycock, City Engineer	<b>DIRECTOR APPROVAL:</b>  JC
<b>DEPARTMENT:</b> Public Works, Engineering	
<b>ATTACHMENTS:</b> Professional Services Agreement	
<b>BUDGET CODE:</b> 40220594.563000, W1302	<b>AMOUNT:</b> \$297,215.00

**SUMMARY:**

The City is now poised to begin construction on its Sunnyside Well Treatment Facility Project. Similar to other recent capital improvement projects, the City intends to take the *lead role* in managing day-to-day coordination of construction activities and issues with the general contractor. Among other things, this will include inspection of work to ensure that it is performed in accordance with the contract provisions and overall administration of the construction contract.

In order to complement and support the City in its oversight of construction activities, staff solicited proposals from consultants to provide design support, special inspections, limited on-call construction management and material testing services. Three consultants submitted proposals, MWH Constructors, Inc., Krazan and Associates, Inc. and RH2 Engineering, Inc. Ultimately, the City's selection committee concluded that RH2 — with its relative strength of experience on similar projects — would be best-equipped to assist the City on this particular project.

RH2's anticipated role during construction will include assistance in responding to contractor's requests for information, design review and support, review of technical submittals and shop drawings, preparation of supporting materials, assistance with pay applications, change orders, required special inspections of structural items and electrical items, material sampling, testing and inspection, and limited on-call construction management support on an as-needed basis — to assist with technical issues and other unique challenges that may arise during construction.

RH2 impressed the City for having an extremely strong background on projects very similar to the Sunnyside Well Treatment Facility Project, and they appear genuinely enthusiastic about the prospect of working with the City to make the project a success. Staff is confident that the City would be well-served by this contract and therefore recommends that it be considered for approval.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute the attached Professional Services Agreement in the amount of \$297,215.00 with RH2 Engineering, Inc.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND RH2 ENGINEERING, INC.  
FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the City of Marysville, a Washington State municipal corporation ("City"), and RH2 Engineering, Inc., a Washington Corporation licensed to do business in Washington State ("Consultant").

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this Agreement is to provide the City with consultant services consisting of design support, special inspection, material sampling and testing and limited on-call construction management support for the Sunnyside Well Treatment Facility project as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

**ARTICLE III. OBLIGATIONS OF THE CONSULTANT**

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope

thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

**III.3 TERM.** The term of this Agreement shall commence upon notice to proceed and shall terminate at midnight, September 30, 2017. The parties may extend the term of this Agreement by written mutual agreement.

**III.4 NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**III.5 EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the of the Consultant.

b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not

ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

\_\_\_\_\_ No employees supplying work have ever been retired from a Washington state retirement system.

\_\_\_\_\_ Yes employees supplying work have been retired from a Washington state retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney’s fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

### III.6 INDEMNITY.

a. **Indemnification / Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this section shall survive the expiration or termination of this agreement.

d. For the purposes of the indemnity contained in subpart “A” of this

paragraph 3.6, Consultant hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

\_\_\_\_\_(initials) \_\_\_\_\_(initials)

### III.7 INSURANCE.

a. **Minimum Limits of 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 and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation.

b. **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.
- (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.

c. **The minimum insurance limits shall be as follows:**

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

d. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

e. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a current A.M.Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

f. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. 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. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

g. **Insurance shall be Primary.** The Consultant's insurance coverage 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.

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

i. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

j. **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.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

**III.11 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this

Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

**III.12 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**III.13 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

**III.14 SUBCONTRACTORS/SUBCONSULTANTS.**

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit A:

Professional Service Industries, Inc.



c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

#### **ARTICLE IV. OBLIGATIONS OF THE CITY**

##### **IV.1 PAYMENTS.**

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$297,125.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**IV.2 CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

**IV.3 MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate

clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

## **ARTICLE V. GENERAL**

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

City of Marysville Public Works  
Attn: Project Manager  
80 Columbia Ave  
Marysville, WA 98270

Notices to the Consultant shall be sent to the following address:

RH2 Engineering, Inc.  
22722 29<sup>th</sup> Dr SE  
Suite 210  
Bothell, WA 98021

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF MARYSVILLE

RH2 ENGINEERING, INC.

By \_\_\_\_\_  
Jon Nehring, Mayor

By \_\_\_\_\_  
\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

**Exhibit A**  
**Scope of Work**  
**City of Marysville**  
**Sunnyside Well Treatment Facility**  
**Services During Construction**  
March 2016

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## **Background**

The Sunnyside Well Treatment Facility project includes the construction of a well pump and water treatment facility that will be housed inside a 6,900 square foot, two-story multi-purpose building. The treatment facility will provide treatment for removal of iron and manganese from two municipal wells located onsite. The City of Marysville (City) has pre-selected the filtration equipment. The facility was designed by Murray, Smith and Associates, Inc., and conformed for construction documents were provided by Montgomery Watson Harza.

## **Project Objective**

This Scope of Work includes providing professional services during the construction phase of the project; providing construction contract administration assistance, observation services, and materials testing support; preparing operation and maintenance (O&M) manuals; and preparing construction record drawings.

The amount of time and effort developed are approximate and based on RH2 Engineering, Inc.'s (RH2) experience on previous water treatment facility projects of similar size and complexity. *The estimate of professional services for the construction phase of the project assumes that a generally qualified and competent contractor is retained through the bidding process.* It was communicated to RH2 that the construction will take approximately fourteen (14) months to complete.

## **Project Approach**

### **Task 1 –Background Design Documents and Conformed Documents Review**

**Objective:** Review the design background and conformed for construction documents.

**Approach:**

1.1 Review background design and conformed for construction documents.

**Provided by the City:**

- Conformed for construction plans and specifications.
- AutoCAD files for all of the design drawings.

- Background design documents including, but not limited to, preliminary design report, pilot study report, technical memoranda, Washington State Department of Health (DOH) correspondence, structural calculations provided during the building permit process, pump curves for the well pump and lift station, and other documents that may be requested by RH2 at a later date.

## Task 2 – Pre-construction Conference Support

**Objective:** Prepare for and attend a pre-construction meeting, which will include the contractor, City, and other utilities.

**Approach:**

- 2.1 Assist the City in preparing a meeting agenda and attend the pre-construction meeting. Provide technical support for the meeting agenda preparation and assist the City in answering technical questions during the meeting.

**Assumptions:**

- *The City will lead the pre-construction meeting.*

**Provided by the City:**

- Conference room and attendance at the meeting.
- Meeting invitations and coordination, agenda, meeting minutes, and forms as appropriate.

## Task 3 – Document Review and Construction Phase Consultation

**Objective:** Review documentation associated with construction, including shop drawings, catalog submittals, requests for information (RFIs), pay requests, and change orders. Provide technical consultation with the City on costs, construction phasing, and constructability issues.

**Approach:**

- 3.1 Review Shop Drawings and Catalog Submittals – Review approximately eighty (80) shop drawings and catalog submittals and forty (40) re-submittals of items requested in the Technical Specifications. Provide a written response to the contractor and the City accepting or rejecting each shop drawing and reviewed catalog submittal. *It is assumed the City will distribute the submittals to RH2 as necessary. It is assumed the City will review the underground pipe and site-related submittals (temporary erosion and sediment control (TESC), crushed surfacing, hot mix asphalt (HMA), landscaping, etc.).*
- 3.2 Review RFIs and Change Order Documentation – Review written RFIs and change order proposals forwarded by the City, and provide written responses to the City.
- 3.3 Provide Construction Consultation – Consult with the City on construction costs, scheduling, and constructability issues.
- 3.4 Perform Value Engineering – Propose potential construction cost savings by performing a value engineering review of the plans and specifications. If requested by the City, RH2 will present a few ideas that may reduce construction costs while maintaining the original design criteria for the project. Based on the City desiring to pursue some of the proposed ideas, the City and RH2 will meet with the contractor to discuss potential cost savings. For the ideas agreed upon, RH2

will revise the construction plans and specifications based on the proposed value engineering changes and coordinate with the contractor.

**RH2 Deliverables:**

- Written responses for shop drawings and submittals, RFIs, and change orders.
- Technical memo outlining possible value engineering ideas.
- Value engineering revision of design plans, as warranted.

**Assumptions:**

- *The City will be the primary reviewer for the pay estimates and will process and provide the contractor with statements of working days.*
- *For developing the fee estimate, below are the approximate number of documents and level of effort assumed:*
  - *Submittals: Eighty (80) submittals, including forty (40) re-submittals. For the Fee Estimate, 1.75 hours was assumed for each submittal review or re-review.*
  - *The City will review the underground piping and site-related submittals (TESC, crushed surfacing, HMA, landscaping, etc.).*
  - *RFIs: Fifty (50). For the Fee Estimate, two (2) hours was assumed for each RFI.*
  - *Change Orders: Five (5). For the Fee Estimate, four (4) hours was assumed for each change order.*

**Task 4 – Short Circuit and Arc Flash Study**

**Objective:** Perform an electrical short circuit, protective device coordination, and arc flash analysis for the Sunnyside Wells Treatment Facility.

**Approach:**

- 4.1 Prepare a short circuit, protective device coordination, and arc flash analysis report that summarizes the calculations and recommendations for protective device settings and Personal Protective Equipment (PPE) requirements. Produce arc flash hazard labels and provide them to the electrical subcontractor for labeling the electrical distribution equipment.

**RH2 Deliverables:**

- Two (2) hard copies and PDF of arc flash analysis report.

**Task 5 – On-site Construction Observation**

**Objective:** Observe construction activities onsite and attend regularly occurring construction meetings.

**Approach:**

- 5.1 Attend Construction Meetings – Provide an RH2 representative at construction progress meetings as requested by City Staff. For purposes of budgeting, it is assumed this will be every two (2) weeks for the first three (3) months, monthly between months four (4) and eight (8), and every two (2) weeks between months nine (9) and twelve (12)
- 5.2 Perform Construction Observation and Prepare Records – Perform on-site construction observations as requested by the City. RH2 technical staff will provide support to City staff on

an on-call basis. Geological, structural, mechanical, process, and electrical elements are assumed to be the main area the City will request support. *The Fee Estimate reflects a total of four (4) hours per week of on-site observation by an RH2 engineer for these elements of work for the duration of the construction period (assumed to be forty (40) weeks).* Prepare site observation reports for each visit. Retain the services of a certified testing company as a subconsultant for special concrete, grout, concrete masonry unit, structural steel, asphalt and soil inspections, field and/or lab testing.

- 5.3 Provide Temporary Construction Contract Administration Support – Provide an RH2 project manager to assist the City on a temporary basis in performing construction contract administration services during the first two (2) months of the project. *The Fee Estimate reflects a total of twelve (12) hours per week of RH2 project manager involvement in the first two (2) months of the construction.*

**Assumptions:**

- *The City will have a full-time inspector for the duration of the project and will be responsible for all site, civil, and underground pipe inspections. This will include TESC, crushed surfacing, HMA, landscaping, etc.*
- *The City will distribute the construction meeting minutes.*
- *RH2 construction observations will include, but not limited to, building subgrade preparation, underground conduit, rebar, concrete floor slab pours, concrete masonry unit (CMU) wall installation, electrical and control equipment installation, well pump and major mechanical and treatment equipment installation, and as requested by the City.*

**Provided by the City:**

- Attendance at and minutes of construction meetings.

**RH2 Deliverables:**

- Limited, on-call on-site observation.
- Construction observation reports and progress reports.

**Task 6 – Startup and Testing Observation**

**Objective:** Observe the testing of unit operations and systems, as well as the overall startup of the treatment plant. Prepare a project acceptance letter for the City.

**Approach:**

- 6.1 Review of Testing Procedures and Coordination – Coordinate with the contractor, the City, and representatives of the manufacturer of the treatment systems for the scheduled testing and start-up activities. *The treatment systems shall include the filtration, on-site sodium hypochlorite generation, and water quality monitoring equipment. This coordination will include the review and supplementation of the testing protocols developed by the contractor and manufacturer’s representative, and review of the tests and corrections.*
- 6.2 Observe and Document Startup and Testing – Document activities and coordinate with the contractor per their compliance with the plans and specifications during startup. Notify the contractor and the City of work that has not been completed by the contractor and discuss contractor rectification. Attend factory witness testing of the automatic control equipment at

Systems Interface, Inc., and document equipment corrections prior to shipment of the equipment to the job site. Prepare punchlist in conjunction with Contractor and City staff.

- 6.3 Attend Final Inspection and Prepare Acceptance Letter – Attend final on-site inspection with City staff, prepare a letter of recommendation for project acceptance to the City, and collect documentation detailing the mechanical, structural and electrical portions, including disinfection and pressure tests observed by RH2 staff per DOH regulations to assist the City with preparation of the DOH Construction Completion Report (CCR). *It is assumed that the City will submit the CCR to DOH directly.*

**Provided by the City:**

- Coordination with the contractor on scheduling of testing and startup.
- Review of proposed procedures and concurrence with City utility staff.
- Tracking of punchlist completion and interim inspections between startup and punchlist completion.
- Final completion and closeout of construction contract with the general contractor.
- DOH CCR

**RH2 Deliverables:**

- Letter of recommendation for project acceptance.
- Select observation reports to document per DOH regulations.

**Task 7 – Record Drawings**

**Objective:** Coordinate with the contractor and City and develop a set of record construction drawings for the City. Utilize conformed for construction AutoCAD drawings to generate record construction drawings.

**Approach:**

- 7.1 Coordinate with the Contractor and City – Coordinate with the contractor and City in obtaining their field records. Review the contractor-provided O&M Manuals for consistency with installed equipment, as well as ongoing operations and maintenance information.
- 7.2 Prepare Record Drawings – Review field records and revise contract drawings for use in preparing record drawings. Provide to the City one (1) 24-inch by 36-inch Mylar set, one (1) 24-inch by 36-inch size paper set, and updated PDFs of record construction drawings at the end of the project.

**RH2 Deliverables:**

- One (1) full-size Mylar set, one (1) full-size paper set, and PDF construction record drawings.
- AutoCAD files for as-builts.

**Task 8 – Operations Assistance**

**Objective:** Provide limited on-call assistance to the City during the first six (6) months of operation. Develop a customized O&M manual for the City's use.



**Approach:**

- 8.1 Provide Operations Assistance – Provide limited on-call assistance to the City during the first six (6) months of operation for eight (8) hours per month to assist with adjusting operational settings as the facility begins operations.
- 8.2 Prepare O&M Manual – Prepare a brief narrative of the overall O&M manual specific to this facility.

**RH2 Deliverables:**

- Two (2) hard copies of the final O&M manual.

**EXHIBIT B**

City of Marysville  
Sunnyside Well Treatment Facility  
Services During Construction  
Fee Estimate

	Description	Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Background Design Documents, and Conformed Documents Review	72	\$ 12,904	\$ 2,123	\$ 15,027
Task 2	Pre-construction Conference Support	16	\$ 2,944	\$ 146	\$ 3,090
Task 3	Document Review and Construction Phase Consultation	506	\$ 85,750	\$ 6,171	\$ 91,921
Task 4	Short Circuit and Arc Flash Study	78	\$ 12,954	\$ 758	\$ 13,712
Task 5	On-site Construction Observation	304	\$ 52,656	\$ 6,811	\$ 80,167
Task 6	Startup and Testing Observation	212	\$ 38,196	\$ 1,315	\$ 39,511
Task 7	Record Drawings	162	\$ 25,094	\$ 4,704	\$ 29,798
Task 8	Operations Assistance	134	\$ 22,966	\$ 1,024	\$ 23,990
	<b>PROJECT TOTAL</b>	<b>1,484</b>	<b>\$ 253,464</b>	<b>\$ 23,051</b>	<b>\$ 297,215</b>

**EXHIBIT C**  
**RH2 ENGINEERING, INC.**  
**2016 SCHEDULE OF RATES AND CHARGES**

<b>RATE LIST</b>	<b>RATE</b>	<b>UNIT</b>
Professional I	\$141	\$/hr
Professional II	\$154	\$/hr
Professional III	\$165	\$/hr
Professional IV	\$175	\$/hr
Professional V	\$186	\$/hr
Professional VI	\$195	\$/hr
Professional VII	\$211	\$/hr
Professional VIII	\$219	\$/hr
Professional IX	\$219	\$/hr
Technician I	\$99	\$/hr
Technician II	\$104	\$/hr
Technician III	\$133	\$/hr
Technician IV	\$141	\$/hr
Administrative I	\$67	\$/hr
Administrative II	\$79	\$/hr
Administrative III	\$95	\$/hr
Administrative IV	\$111	\$/hr
Administrative V	\$132	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.540	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	