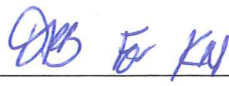


**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: September 26, 2016**

<b>AGENDA ITEM:</b>	
Professional Services Agreement – 560 Zone Booster Pump Station	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b> 
Jeff Laycock, City Engineer	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Professional Service Agreement Incl. Scope of Services and Fee Estimate	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
40230594.563000, W1604	\$183,898
<b>SUMMARY:</b>	

This Professional Services Agreement will provide the City with design and services during bidding for the 560 Zone Booster Pump Station project in order to provide required water pressure for the future development in the Whisky Ridge subarea. The recommended consultant for this work is RH2 Engineering, Inc. RH2 has been involved with the hydraulic modeling and conceptual analysis phase for this project to date. After following the City's consultant selection process for professional services, staff determined that RH2 Engineering, Inc. was best suited for the project.

It is in the staff's opinion, that the negotiated fee of \$183,898 is fair and consistent with industry standard for the type of work at hand. The scope of work demonstrates a clear approach in order to expedite a quick delivery of the project. Staff is confident that the City will be well served by RH2 Engineering, Inc. as it relates to this project.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement between the City of Marysville and RH2 Engineering, Inc. in the amount of \$183,898.

**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 design and services during bidding for the 560 Zone Booster Pump Station 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, **December 31, 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 \_\_\_\_:

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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 **\$183,898** 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: Ryan Morrison, PE  
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 \_\_\_\_\_, 201\_\_.

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**  
**560 Zone Booster Pump Station**  
**Design and Services During Bidding**  
September 2016

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## **Background**

In order to provide water service to planned development within the Whiskey Ridge area, the City of Marysville (City) will need to create a new 560 Pressure Zone. Service to this area is planned to be provided via a new closed-zone booster pump station (BPS). The City and one of the local developers have identified a potential BPS site within the Autumn's Meadow development between 83<sup>rd</sup> Avenue NE and 87<sup>th</sup> Avenue NE, and just south of 60<sup>th</sup> Street NE. The potential site is located in the development's on-site stormwater detention tract, located adjacent to Lot 17.

Initially, the BPS will be required to provide domestic and fire flow service with anticipated flow rates up to 1,500 gallons per minute (gpm). The BPS may need to be expanded in the future to further support commercial and multi-family development or flows as high as 3,000 gpm. New discharge transmission mains will be necessary to convey water supply throughout the new 560 Pressure Zone from the BPS site. These improvements will be designed and constructed under a separate contract.

The intent of this BPS is to provide water service to this area on an interim basis (approximately 5 years) until the City is able to move forward with other planned/permanent capital improvements. The goal of this project is to design and construct a BPS in a more expedited fashion than a typical facility of this nature. The City and RH2 Engineering, Inc., (RH2) have agreed that a packaged BPS may be the most effective means for achieving each goal. This approach will serve as the basis for completing the preliminary design.

## **Approach**

The work for this project will be accomplished via the following activities with general project administration efforts such as filing, scheduling, preparing client updates, invoices, etc. included in each phase.

Task 1 – Preliminary Engineering Design and Hydraulic Analysis

Task 2 – Develop 60-percent BPS Design Plans and Specifications

Task 3 – Prepare 90-percent BPS Design Plans and Specifications

Task 4 – Finalize Plans and Specifications

Task 5 – DOH Project Report/Construction Documents and Permitting

Task 6 – Services During Bidding

Task 7 – Supplemental Services Reserve Fund

Services during construction are to be provided under a separate scope of work.

## Time and Performance

RH2 will begin work upon receipt of written authorization from the City, with the goal of completing the design and bidding services within eight (8) months from the City's contract execution.

RH2 will not be held responsible for delays, occasioned by factors beyond its control, which could not reasonably have been foreseen at the time of the execution of the Agreement.

RH2 will rely on the accuracy and completeness of any data, information, or materials provided by the City or others in furthering of this work.

## Task 1 – Preliminary Engineering Design and Hydraulic Analysis

**Objective:** Finalize the design criteria for the proposed BPS; confirm that the proposed site can accommodate the BPS and an emergency generator; and generate system head curves to be used for the proposed pump selection and documentation of the proposed improvements.

### Approach:

- 1.1 Finalize the design criteria for the proposed 560 Zone BPS and establish projected future expansion capabilities (e.g., maximum fire flow capacity and electrical sizing).
- 1.2 Coordinate with the City to establish a service area to be supplied by the interim BPS and estimate domestic demand requirements for the service area.
- 1.3 Obtain and review a hydraulic model from the City containing the proposed water main extensions for the proposed developments in the interim BPS service area.
- 1.4 Perform steady state hydraulic analyses to calculate the system head curve for the pump station and the net positive suction head available (NPSHA). Analyses will be performed for the system with the proposed water main developer extensions.
- 1.5 Based on the system head curve and the NPSHA, coordinate with PumpTech to review the design criteria and potential alternatives for a package pump station.
- 1.6 Select two (2) alternative pump configurations. Identify the number and sizes of pumps, pump staging, and recommended operational setpoints. Pumps will be operated using variable frequency drives (VFDs) to maintain the 560 Zone pressures.
- 1.7 Meet with the City to discuss the results of the pump selection analyses. Select a pump configuration to be used as the basis for the design of the system improvements. Discuss proposed improvements and design criteria.
- 1.8 Review existing survey data and proposed plat design drawings and coordinate with the City regarding additional information needs.
- 1.9 Format existing and proposed plat drawings (prepared by others) to conform to RH2 standards and for use within the proposed design drawings. *RH2 is not responsible for the site development design but will utilize the design drawings prepared by others as the basis for preparing the design plans for the proposed BPS. A project specific survey will not be completed as part of this Scope of Work.*
- 1.10 Prepare preliminary site plans to demonstrate the feasibility of the above-referenced BPS site.

**Assumptions:**

- *It is assumed that the BPS will be constructed on the site indicated in the Background section of this Scope of Work. If a different site is needed, it will impact the project schedule and design fees requiring an amendment to this scope of work.*

**Provided by City:**

- Hydraulic model containing the proposed water main extensions for the proposed developments in the interim BPS service area.
- Confirmation of final design criteria.
- Fire flow requirements for development types and redundancy requirements.
- Attendance at a meeting to provide concurrence with the proposed pump selection.

**RH2 Deliverables:**

- Design criteria.
- System head curves.
- Pump selection.
- Meeting attendance.
- Preliminary site plans in electronic PDF.

**Task 2 – Develop 60-percent BPS Design Plans and Specifications**

**Objective:** Prepare 60-percent design plans and specification that illustrate the proposed BPS, site work, structural work, mechanical connections, electrical and controls work, and related improvements.

**Approach:**

- 2.1 Coordinate with PumpTech to obtain plans and sample specifications for the selected package pump alternative.
- 2.2 Prepare 60-percent standard plans (i.e., cover sheet, indexes, vicinity map, general notes, and details).
- 2.3 Prepare 60-percent site and utility plans (including suction and discharge transmission mains to a connection point within 83<sup>rd</sup> Avenue NE) and details.
- 2.4 Prepare 60-percent architectural and structural plans with details. *For the purposes of this Scope of Work, it is assumed that the proposed BPS will be an above-grade, single story, pre-engineered steel building on a concrete foundation. All structural components above the foundation elevation will be shown schematically in nature and designed by the building manufacturer during construction.*
- 2.5 Prepare 60-percent mechanical plans and details. *The mechanical plans prepared under this task are limited to the isolation valves and connections to the proposed packaged BPS. Mechanical design plans for the packaged BPS will be prepared by the pump supplier during construction and submitted as shop drawings for review. The conceptual packaged BPS may be shown within the proposed design drawings for the purposes of illustrating the proposed design.*

- 2.6 Prepare 60-percent electrical and control plans and details that will include an emergency generator.
- 2.7 Coordinate and submit plans to Snohomish County Public Utility District No. 1 (PUD) for review of power requirements, and meet with the PUD, as necessary, to discuss project details.
- 2.8 Develop non-technical specifications using the City's standard legal documents.
- 2.9 Develop technical specifications using RH2 technical specifications tailored for this project.
- 2.10 Develop schedule of prices, measurement and payment descriptions, and summary of probable construction cost.
- 2.11 Produce and submit the 60-percent drawings, specifications, and estimate to the City for review and comment. Attend one (1) review meeting with City to discuss review comments.

**Assumptions:**

- *The BPS site is also currently planned to contain the buried stormwater detention vault for the Autumn's Meadows development. The vault will be backfilled with as much as 12 feet of fill near the proposed BPS site. It is assumed that the City will require the developer to backfill with structural material in this area to provide an acceptable foundation for the construction of the proposed improvements.*

**Provided by the City:**

- Drawings and specification review and participation in 60-percent review meeting.
- City's latest standard legal documents in Microsoft Word format.

**RH2 Deliverables:**

- Three (3) sets of half-size 60-percent design plans, specifications, and construction cost estimate.
- 60-percent design plans, specifications, and construction cost estimate in PDF emailed to the City.
- Attendance at one (1) review meeting with the City.

**Task 3 – Prepare 90-percent BPS Design Plans and Specifications**

**Objective:** Prepare 90-percent design plans and specifications based on incorporating the results of other tasks and review of the 60-percent design with City staff.

**Approach:**

- 3.1 Address the City's 60-percent plan review comments. Develop the design plans and details to the 90-percent design level.
- 3.2 Address the City's 60-percent specification review comments. Develop the technical specifications and construction contract documents to the 90-percent design level for equipment, materials, and construction tasks.
- 3.3 Update the engineer's estimated cost of construction to a 90-percent design level estimate based on bid results from previous projects, information supplied by material vendors, and similar projects adjusted for anticipated bidding conditions.

- 3.4 Produce and submit the 90-percent drawings and specifications to the City for review and comment. Attend one (1) review meeting with City to discuss review comments.

**Provided by the City:**

- Drawings and specification review and participation in 90-percent review meeting.

**RH2 Deliverables:**

- Three (3) sets of half-size 90-percent design plans, specifications, and construction cost estimate.
- 90-percent design plans, specifications, and construction cost estimate in PDF emailed to the City.
- Attendance at one (1) review meeting with the City.

### **Task 4 – Finalize Plans and Specifications**

**Objective:** Finalize design plans and specifications and produce bid-ready documents for the 560 Zone BPS project.

**Approach:**

- 4.1 Finalize the design plans, details, technical specifications, and construction contract documents per 90-percent review comments from the City.
- 4.2 Finalize the engineer's construction cost estimate and provide to the City in PDF.
- 4.3 Produce and submit bid-ready documents to the City for the purpose of bidding.

**RH2 Deliverables:**

- Engineer's construction cost estimate in PDF.
- Four (4) sets of half-size plans, two (2) sets of full-size plans, and four (4) sets of bound construction documents for bidding.
- Electronic copy of construction documents in PDF.

### **Task 5 – DOH Project Report/Construction Documents and Permitting**

**Objective:** Prepare and submit, on behalf of the City, a project report and subsequent construction documents to the Washington State Department of Health (DOH). Assist the City, as necessary, with permit identification, permit applications, drawings, and supporting documents for other permit requirements.

**Approach:**

- 5.1 Prepare and submit the project report and construction documents to DOH based on applicable Washington Administrative Code requirements. Document the background of the project, objectives, BPS recommendations, design criteria, schedule, and cost estimates.
- 5.2 If necessary, respond to DOH comments by letter to help obtain project report approval. *RH2 cannot warrant or guarantee agency approvals.*
- 5.3 Review finalized BPS design criteria and construction elements and assist the City with determining permit requirements for the project.



- 5.4 Assist with preparing permit applications, drawings, and supporting documents for permit submittals. RH2 will assist the City with permitting efforts up to the level of effort in the Fee Estimate. *Forty (40) hours of support have been estimated for this task.*

**Assumptions:**

- *The City will be the applicant for permits and will pay all permit fees directly.*
- *All permitting related work will be conducted on a time and expense basis with the goal that the required permitting can be accomplished within the proposed permitting budget.*
- *The scope of this task and the project schedule were developed under the assumption that minimal permitting would be required for this project. RH2 will advise the City regarding any significant changes to these assumptions as they may arise.*

**City Deliverables:**

- Permit application packages and fees.

**RH2 Deliverables:**

- DOH Project Report and Construction Documents.
- Other permitting related deliverables as requested by the City.

## **Task 6 – Services During Bidding**

**Objective:** Provide assistance during bidding.

**Approach:**

- 6.1 Respond to bidders' technical questions as directed during the bidding process. RH2 will not coordinate directly with bidders. RH2 will receive bidder questions from the City and provide responses to the City.
- 6.2 Prepare addenda in electronic format for the City to distribute to the plan holders.

**Assumptions:**

- *The City will place the advertisement, distribute bid documents, and respond to procedural questions from the bidders.*
- *The City will receive all bidders' technical questions and record them for forwarding to RH2 at the City's discretion.*
- *RH2 will not attend the bid opening.*
- *The City will handle bid award and construction contract execution.*
- *RH2 will provide technical assistance during bidding up to the level included in the attached Fee Estimate. Additional effort, if needed, will be mutually determined by the City and RH2 prior to RH2 performing that extra work.*

**Provided by the City:**

- Attendance at the bid opening.

- Preparation of the bid tabulation and recommendation of award letter.
- Review of contractor's qualifications.
- Issue of letter of recommendation.

**RH2 Deliverables:**

- Responses to bidder questions provided by the City.
- Addenda in electronic format.
- Scope of work and fee estimate for providing professional services during the construction phase, if requested by the City.

## **Task 7 – Supplemental Services Reserve Fund**

**Objective:** Provide additional services as requested by the City.

**Approach:**

7.1 Provide additional services as may be requested and authorized by the City. Submit a level of effort estimate for supplemental services requested by the City. The City will provide written authorization to proceed with any supplemental services.

**Assumptions:**

- *Work under supplemental services will not be performed without written authorization from the City. The level of effort for supplemental services is subject to change via mutual agreement between the City and RH2.*

**RH2 Deliverables:**

- Level of effort estimate for supplemental services.
- Other deliverables as requested by the City under the authorization for any supplemental services.

**EXHIBIT B**

City of Marysville  
560 Zone Booster Pump Station  
Design and Services During Bidding  
Fee Estimate

Description	Total Hours	Total Labor	Total Expense	Total Cost
Task 1 Preliminary Engineering Design and Hydraulic Analysis	149	\$ 23,723	\$ 3,582	\$ 27,305
Task 2 Develop 60-percent BPS Design Plans and Specifications	282	\$ 44,862	\$ 6,519	\$ 51,381
Task 3 Prepare 90-percent BPS Design Plans and Specifications	160	\$ 25,466	\$ 3,684	\$ 29,150
Task 4 Finalize Plans and Specifications	77	\$ 12,317	\$ 2,445	\$ 14,762
Task 5 DOH Project Report/Construction Documents and Permitting	141	\$ 23,259	\$ 1,995	\$ 25,254
Task 6 Services During Bidding	32	\$ 5,522	\$ 523	\$ 6,045
Task 7 Supplemental Services Reserve Fund	-	\$ -	\$ 30,000	\$ 30,000
<b>560 Zone Booster Pump Station</b>	<b>841</b>	<b>\$ 135,149</b>	<b>\$ 48,749</b>	<b>\$ 183,898</b>

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

<b>RATE LIST</b>	<b>RATE</b>	<b>UNIT</b>
Professional I	\$137	\$/hr
Professional II	\$150	\$/hr
Professional III	\$159	\$/hr
Professional IV	\$170	\$/hr
Professional V	\$180	\$/hr
Professional VI	\$189	\$/hr
Professional VII	\$204	\$/hr
Professional VIII	\$213	\$/hr
Professional IX	\$213	\$/hr
Technician I	\$96	\$/hr
Technician II	\$101	\$/hr
Technician III	\$129	\$/hr
Technician IV	\$137	\$/hr
Administrative I	\$65	\$/hr
Administrative II	\$77	\$/hr
Administrative III	\$92	\$/hr
Administrative IV	\$108	\$/hr
Administrative V	\$128	\$/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	