

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 8th 2021

AGENDA ITEM:	
Professional Services Agreement with BHC Consultants for WWTP Near Term Improvement Design	
PREPARED BY:	DIRECTOR APPROVAL:
Matthew Eyer, Storm/Sewer Supervisor	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE:	AMOUNT:
40230594 563000 S2101	\$257,055.00
SUMMARY:	
<p>The WWTP Near Term Improvements will address increased quantities of daphnia and large algal blooms that occur throughout the lagoon system during the warmer months. Both of these factors result in an overabundance of suspended fine particles in the effluent discharge. This, coupled with existing trash and debris from the lagoon, has resulted in poor performance of the sand filter tertiary treatment system and occasional exceedances of the city's wastewater discharge permit limits for total suspended solids. These improvements will significantly reduce the amount of fine particles and trash entering the sand filter system. This option was selected through the design analysis performed by BHC in the <i>2020 WWTP Improvement Plan</i>.</p> <p>The City advertised a Request for Proposals on December 14, 2020 requesting that firms submit written proposals stating their qualifications to provide consultant services related to this project. The City received one proposal from BHC Consultants.</p> <p>This Professional Services Agreement (PSA) is for the design and initial bid support for the Wastewater Treatment Plant Near Term Improvement project. These improvements will consist of a band screen and straining system prior to the sand filter system in order to remove trash, fine algal blooms and daphnia from the wastewater effluent. The design and construction of this project is part of the approved 2021-2022 budget. Construction is anticipated in 2022.</p>	

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to sign and execute the attached Professional Services Agreement with BHC Consultants for the Design of the WWTP Near Term Improvement project.
RECOMMENDED MOTION:
I move to authorize the Mayor to sign and execute the agreement.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND BHC CONSULTANTS, LLC**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and BHC Consultants, LLC, a limited liability corporation, licensed/incorporated in Washington, organized under the laws of the state of Washington, located and doing business at 1601 Fith Avenue Suite 500, Seattle, WA 98101 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “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.
- 2. TERM.** The term of this Agreement shall commence on Marth 14th 2021 and shall terminate at midnight on December 31 2022. The parties may extend the term of this Agreement by executing a written supplemental amendment.
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed **Two hundred fifty seven thousand fifty five dollars and zero cents (\$257,055.00)** within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 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 Services 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 Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 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.

4.6 INDEMNITY.

a. **Indemnification and Hold Harmless.** The 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 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

_____ (City Initials) RD (Contractor Initials)

4.7 INSURANCE.

a. **Insurance Term.** 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 Services hereunder by the Consultant, its agents, representatives, or employees.

b. **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.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage 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.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (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.

d. **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.

e. **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 self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

g. **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 Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **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 (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement 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.

j. **Insurance to be Occurrence 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. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 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 the Consultant's status as an independent contractor in the performance of the 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 not make

a claim of City employment and shall not 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 to the Services that the Consultant performs under this Agreement.

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

4.10 EMPLOYMENT.

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

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) 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 performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never 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 use initials to indicate No or Yes below.)*

 X No, employees performing the Services have never been retired from a Washington state retirement system.

 Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “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, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney 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 the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

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

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 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 when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

4.14 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 the Services provided to the City.

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any 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; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. 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.

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

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

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE

Matthew Eyer

80Columbia Ave

Marysville WA 98270

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

BHC CONSULTANT

Tom Giese

950 Pacific Ave, Suite 905

Tacoma, Washington 98402

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

6.3 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.

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and 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 a written supplemental amendment properly signed by both parties.

6.5 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 parts, terms, or 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 part, term, or provision held to be invalid.

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

6.6 NONWAIVER. A waiver by either party of a breach by the other party 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.

6.7 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.

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

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

6.10 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.

6.11 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 herein.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this 19th day of February, 2021.

CONSULTANT

By Ronald A. Dorn
Ronald A. Dorn
Its: President

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

EXHIBIT A

City of Marysville WWTP Near Term Tertiary Treatment Improvement Project Scope of Work 2/9/2021

Statement of Understanding

The City of Marysville's (City's) wastewater treatment plant (WWTP) uses sand filtration to remove remaining solids from lagoon effluent prior to disinfection and discharge to Port Gardner Bay via the marine outfall shared with the City of Everett. In recent years, the sand filters have experienced significant clogging due to the presence of daphnia, which feed off algae present in the lagoon, and debris that is windblown or from aquatic/shoreline vegetation. Sand filter clogging has led to significant maintenance requirements, as well as difficulty in maintaining effluent total suspended solids (TSS) in compliance with the City's National Pollutant Discharge Elimination System (NPDES) permit due to limited hydraulic throughput. The City anticipates a significant WWTP upgrade to address pending requirements for nitrogen removal that will abandon lagoon treatment in the long-term, at which point daphnia and debris are not expected to be an issue. However, in the near-term, improvements are needed to reduce the significant maintenance requirements of sand filter operation and maintain adequate hydraulic throughput to ensure effluent TSS remains compliant with the City's NPDES permit.

The City has retained BHC Consultants, LLC (BHC) to design near-term improvements for removal of daphnia and debris from the lagoon effluent. As part of the recently completed "WWTP Improvement Plan," BHC had identified and evaluated options for near-term improvements. It was recommended that a band screen be installed to remove debris and larger daphnia, and an automatic strainer be used to remove the bulk of the remaining daphnia prior to filtration. The strainer would be sized to treat at least the average dry weather flow when daphnia are most persistent. BHC will prepare a report amending the "City of Marysville Wastewater Treatment Plant Capital Facilities Plan" (Tetra Tech/KCM, February 2001) summarizing the evaluation of alternatives included in the "WWTP Improvement Plan," describing the proposed improvements, refining the sizing and design criteria used as the basis for evaluation in the "WWTP Improvement Plan," developing a preliminary layout and control strategy, and defining a sequence of construction. This amendment will serve as approval of an engineering report as required by Chapter 173-240-060 of the Washington Administrative Code (WAC), as discussed with Ecology via e-mail on August 7, 2020. BHC will then prepare design documents and final bid documents and provide services during bidding as described herein. Services during construction are identified as a future phase of work that can be added to the agreement via amendment.

Schedule

BHC will undertake to complete the Scope of Work based on the following milestones:

- Project Kickoff Workshop – 2 weeks from Notice-to-Proceed (NTP).
- Draft Engineering Report Amendment – 8 weeks from NTP.
- Final Engineering Report Amendment – 10 weeks from NTP.
- 50% Design Submittal (Drawings, Specifications, OPCC, SEPA Checklist) – 20 weeks from NTP.
- 90% Design Submittal (Drawings, Specifications, OPCC) – 30 weeks from NTP.
- Final Bid Documents Submittal (Stamped and Signed Drawings and Specifications) – 36 weeks from NTP.

If necessary, this schedule shall be equitably adjusted to allow for changes in scope or for delays beyond BHC's reasonable control.

Budget

The budget for this Scope of Work is \$257,055. Compensation will be on a time and materials basis per the attached budget estimate. Compensation shall not exceed the budgeted amount without prior authorization from the City.

Scope of Work

Tasks for the Scope of Work include the following:

Task 1 – Project Management and Quality Control

- 1.1 Project setup and invoicing, communications with the City, project planning and coordination, and subconsultant contracting and coordination.
- 1.2 Internal quality control review of the draft report and 90% design submittal.

Receivables:

- None.

Deliverables:

- Invoices.

Task 2 – Site Visits and Workshops

The site visits and workshops listed below are anticipated as part of this Scope of Work. Each site visit is assumed to be 2 hours, plus time for travel and preparation. Each workshop is also assumed to be 2 hours, plus time for preparation and notes. No travel time is included with the workshops as they will either coincide with a site visit or be conducted virtually using Microsoft Teams, depending on local and national health guidelines at the time. For each workshop BHC will prepare an agenda and notes to document direction and decisions resulting from the meeting. Workshop notes will be provided in electronic format.

- 2.1 BHC will conduct a project kickoff workshop to establish project criteria (e.g., redundancy, capacity, etc.), constraints (e.g., locations, permitting, etc.) and schedule. This will build off the near term improvement concept developed in the recently completed WWTP Improvement Plan. This workshop will include two representatives from BHC.
- 2.2 BHC will conduct a 50% design review workshop to collect and discuss comments from the City on the 50% design submittal, review the Opinion of Probable Construction Cost (OPCC), and review the project schedule. This workshop will include up to four representatives from BHC.
- 2.3 BHC will conduct a 90% design review workshop to collect and discuss comments from the City on the 90% design submittal, discuss comments from the Washington State Department of Ecology (Ecology) on the 90% design submittal and responses to those comments, review the opinion of probable construction cost, and review the project schedule. This workshop will include up to four representatives from BHC.
- 2.4 BHC will conduct an initial site visit to take field measurements and photographs, gather information from City staff, and verify existing conditions and equipment compared to record drawings. If the design kickoff workshop can be conducted in person, BHC will conduct this initial site visit concurrent with the design kickoff workshop. Otherwise, this site visit will be arranged separately. The site visit will be attended by up to four representatives from BHC.
- 2.5 BHC will conduct a second site visit to review the proposed improvements to identify potential conflicts, verify critical dimensions, and confirm integration with existing structures and equipment. If the 50% design workshop can be conducted in person, BHC will conduct this second site visit concurrent with the 50% review workshop. Otherwise, this site visit will be arranged separately. The site visit will be attended by up to three representatives from BHC.

Receivables:

- None.

Deliverables:

- Workshop agenda and presentation materials.
- Workshop meeting/site visit notes.

Task 3 – Site Investigations and Permitting Assistance

- 3.1 BHC's geotechnical engineering subconsultant (Landau) will conduct site investigations and prepare a report documenting geotechnical findings and considerations. Site investigations will involve one soil boring conducted near the existing sand filters in the location where the new band screen (installed in a precast vault), booster pump, and automatic strainer will be located.
- 3.2 Permitting assistance will include preparation of a SEPA checklist and responding to technical questions from the City associated with the SEPA process. BHC will prepare a SEPA checklist and submit it to the City for review and action with the 50% submittal. The City will be responsible for completing and overseeing the SEPA process. The City will be also responsible for preparation of a shoreline permit application and associated agency coordination and required information. Although the WWTP is in the floodplain, existing grade and berm elevations are above the flood elevation.
- 3.3 BHC will submit 90% design submittal to Ecology for review and approval. Comments received from Ecology will be discussed during the 90% design review workshop, addressed in the final bid documents, and a list of responses to Ecology comments prepared and submitted to Ecology with the final bid documents for verification that the manner in which the comments were addressed is acceptable.

Receivables:

- None.

Deliverables:

- Final geotechnical report with boring log.
- The SEPA checklist will be provided as part of the 50% design submittal.
- Responses to Ecology comments on the 90% design submittal.

Task 4 – Preliminary Design and Engineering Report Amendment

- 4.1 Develop a request for information from the City, review the information received, and follow-up with the City on items requiring further clarification. Information may include record drawings, WWTP data, existing equipment information, photos, and laboratory analyses. BHC will review existing lagoon effluent quality data to establish solids loading to the new screen and strainer. BHC will request the City analyze effluent samples for particle size distribution to help size the screening elements and determine capture rates that could be expected in each stage. BHC will use this information to refine the conceptual sizing, layout, and design criteria included in the "WWTP Improvement Plan" and verify appropriate hydraulic conditions.
- 4.2 BHC will develop a preliminary layout drawing, preliminary process and instrumentation diagrams, a draft control narrative, and a draft construction sequence. This information will be included and summarized in the engineering report amendment.
- 4.3 BHC will prepare a report amending the "City of Marysville Wastewater Treatment Plant Capital Facilities Plan" (Tetra Tech/KCM, February 2001). This will allow for approval of an engineering report in accordance with WAC 173-240-060 without having to address items that are not impacted by the proposed project. The report will include the description and evaluation of alternatives considered from the "WWTP Improvement Plan," a description of the proposed improvements, summary of the refined sizing and design criteria to be used, preliminary layout, preliminary control narrative and construction sequence, discussion of permitting requirements, and preliminary opinion of probable construction cost (OPCC). The draft report will be provided to the City for review as a PDF document. The City will provide consolidated comments to

BHC for inclusion in the final report. BHC will incorporate comments from the City into a final report. The final report will be provided as a PDF document signed and stamped by a professional engineer registered in Washington state. BHC will prepare a cover letter indicating that the report is amending the 2001 facilities plan. The City will submit the letter and final report to Ecology for review and approval. BHC will prepare responses to Ecology comments and, if necessary, revise the final report.

Receivables:

- Requested information including WWTP data, equipment information, and laboratory data.
- Consolidated review comments on the draft report.

Deliverables:

- Draft Engineering Report Amendment.
- Final Engineering Report Amendment.
- Responses to Ecology comments (and revised final report, if necessary).

Task 5 – Bid Document Preparation

BHC will prepare drawings and specifications for the proposed improvements. BHC will prepare 50% and 90% design submittals in PDF format for review by the City, address City comments on each and Ecology comments on the 90% submittal, and produce a final set of documents for bidding. Bid document preparation will include the following activities:

- 5.1 Prepare general, civil, demolition, mechanical, structural, electrical and instrumentation drawings. Time budgeted for preparation of the drawings is based on having to recreate drawing backgrounds from PDF files of record drawings and using the aerial site plan created for the effluent flow splitting project as a basis for the site plan for this project. The following is a list of anticipated drawings, which is the basis of the budget estimate (drawings in **BOLD** will be included in the 50% submittal):

- **G1** **Cover Sheet, Index of Drawings, Location and Vicinity Maps**
- **G2** **Symbols, Designations and Abbreviations**
- **G3** **Site Map, Legend and General Notes**
- **G4** **Design Criteria**
- **G5** **Process Flow Diagram and Hydraulic Profile**
- **C1** **Site Plan**
- **C2** **Screen Vault Plan and Sections**
- C3 Civil Details
- **D1** **Effluent Filtration Area Demolition Plan**
- **D2** **Effluent Filtration Area Demolition Sections and Details**
- S1 Structural General Notes and Abbreviations
- S2 Structural Details
- S3 Equipment Pads
- **M1** **Lagoon Effluent Screening Plan and Sections**
- **M2** **Automatic Strainer Plan**
- **M3** **Automatic Strainer Sections**
- M4 Pipe Penetrations and Supports
- M5 Miscellaneous Details
- **E1** **Electrical Symbols and Abbreviations**
- E2 Electrical Details
- **E3** **One-Line Diagram**
- E4 Panel Schedule and Load Calculations
- **E5** **Electrical Site Plan**

- E6 Lagoon Effluent Screening Power and Control Plan
- E7 Automatic Strainer Power and Control Plan
- E8 Conduit and Wire Schedule
- E9 Equipment Wiring Diagrams
- **I1 P&ID Symbols and Abbreviations**
- **I2 Network System Diagram**
- **I3 Lagoon Effluent Screening P&ID**
- **I4 Automatic Strainer P&ID**
- I5 PLC Wiring Diagrams

5.2 Prepare bid specifications. The 50% specifications will consist of a table of contents, construction sequence specification, drafts of major equipment and instrument specifications and control narratives in CSI format. These CSI formatted specifications (Divisions 1 – 17) will be referenced and included as Special Provisions to the WSDOT Standard Specifications referenced in the City's standard front end (Division 0) documents. The 90% specifications will incorporate comments received on the 50% specifications, include drafts of the remaining technical specifications and edits to the City's standard bidding and contract documents. The following is a list of anticipated specifications, which is the basis of the engineering budget estimate (specifications in **BOLD** will be included in the 50% submittal):

- **Table of Contents**
- Division 0 Bidding and Contract Documents
- 01010 General Requirements
- 01025 Measurement and Payment
- **01040 Construction Constraints and Sequence**
- 01300 Submittals
- 01400 Testing and Quality Control
- 01410 Regulatory Requirements
- 01500 Construction Facility and Temporary Controls
- 01660 Facility Startup and Testing
- 01710 Closeout Procedures
- 01720 Record Drawings
- 01730 Operation and Maintenance Data
- 02050 Demolition
- 03002 Cast-in-Place Concrete and Reinforcing Steel
- 03600 Grout
- 05120 Structural Steel Framing
- 05500 Metal Fabrications
- 06611 FRP Grating
- 09920 Protective Coatings
- 11010 Equipment General Provisions
- **11150 Band Screen**
- **11160 Automatic Strainer**
- **11330 Centrifugal Pump**
- **11501 Electric Actuators**
- 15010 Mechanical General Provisions
- 15051 Coding and Identification
- 15060 Process Pipe
- 15070 Piping Appurtenances
- 15075 Pipe Support Systems

- 15100 Valves
- 16010 Electrical Work – General
- 16020 Identification for Electrical Systems
- 16110 Raceways and Boxes for Electrical Systems
- 16120 Conductors and Cables
- 16140 Wiring Devices
- 16180 Overcurrent and Short Circuit Protective Devices
- 16190 Hangers and Supports for Electrical Systems
- 16440 Panelboards
- 16450 Grounding and Bonding for Electrical Systems
- 16910 Variable Frequency Drives
- 16940 Control Panels
- 17010 Instrumentation and Controls General Requirements
- **17113 Magnetic Flow Meter**
- **17500 Control Narratives**

5.3 Comments from the City and Ecology on the 90% submittal will be incorporated into the final bid documents. Final drawings and specifications will be provided as electronically signed PDF files.

5.4 Prepare design milestone OPCCs based on the following American Association of Cost Engineering guidelines:

- The 50% OPCC will reflect a Class 2 estimate (applicable for 30% to 75% design) with an expected accuracy range of -15% to +20%.
- The 90% OPCC will reflect a Class 1 estimate (applicable for 65% to 100% design) with an expected accuracy range of -10% to +15%.

Receivables:

- Consolidated comments on the 50% Design Submittal.
- Consolidated comments on the 90% Design Submittal.

Deliverables:

- 50% Design Submittal.
- 90% Design Submittal.
- Final Bid Documents.

Task 6 – Services During Bidding

6.1 BHC will organize and attend the pre-bid meeting, including preparation of an agenda. One person from BHC will attend the pre-bid meeting.

6.2 BHC will respond to bidder questions and prepare addenda. For budgetary purposes, it is assumed that three addenda will be prepared and the bid period will not exceed 5 weeks. The City will be responsible for advertisement, providing documents to bidders, maintaining the plan holder list, distributing addenda, and preparing a tabulation of bids.

6.3 BHC will assist with evaluation of bids and advise the City on contract award.

Receivables:

- None.

Deliverables:

- Addenda.

Task 7 – Services During Construction

This task is not included in this initial Scope of Work, but is intended to be added as an amendment once the design documents are complete and a more accurate scope for this work can be determined from the final design. BHC's subconsultant Akana would provide construction management services including contract administration, document management, preparation of a construction quality assurance plan (CQAP), on-site observation, and as-needed inspection services. BHC would provide engineering services including preparation of conformed documents, review of submittals, responses to RFIs, preparation of field memos, change order review, startup assistance, and general technical support. Additionally, BHC will prepare record drawings and update the WWTP operation and maintenance (O&M) manual to incorporate the new systems. Preparation of the record drawings would include documenting the final design based on contractor redline markups and known changes documented in submittals, RFIs, field memos, and change orders. Updates to the O&M manual would include descriptions of the function and purpose of the new systems, discussion of normal and emergency operations and impacts to/from related processes, startup, shutdown, relevant safety concerns, and routine preventative maintenance activities. Figures including photos, SCADA screen shots, and diagrams will be included as appropriate.

City Responsibilities

The following items are specific responsibilities of the City in support of this Scope of Work:

- Provide requested information as available.
- Provide access to staff to answer questions.
- Participate in workshops and arrange the meeting location if in person.
- Provide consolidated review comments on submittals.
- Advertise the project for bidding, review bids, and award the contract.
- Conduct the SEPA process.
- Prepare the Shoreline Permit application and facilitate the permitting process.
- Preparation of the building permit application (if required) and facilitating the permit process.
- Paying permit fees.

Exclusions

The following items are excluded from this Scope of Work, but can be added via amendment to the original agreement or included in a future Scope of Work if the City so desires:

- Hard copies of the design review submittals, final bid documents, or other deliverables. All deliverables will be submitted electronically.
- Site visits or workshops beyond those identified in the Scope of Work.
- Permitting assistance beyond preparation of a SEPA checklist, technical assistance with the SEPA process, and coordinating Ecology review. The City will facilitate the SEPA process. If required, the City will be responsible for preparing and submitting the necessary building permit and shoreline permit applications and paying any required permit fees. The contractor will be responsible for procuring the required electrical permit.
- Environmental reviews.
- Amendments or updates to the general sewer plan.
- Preparation of a complete engineering report beyond the engineering report amendment included in the Scope of Work.
- Addenda, meetings, site visits, drawings, and specifications beyond those budgeted.
- Assistance with pre-procurement or pre-selection of equipment.

- Council briefings.
- Cultural resources survey.
- Site surveying and creation of a base map.
- Stormwater or drainage improvements.
- Utility potholing.
- Additional soil borings and geotechnical investigation beyond what is budgeted.
- Condition assessments of existing equipment, structures, etc.
- Preparation of bid advertisement, advertisement of project, providing bid documents to bidders, maintaining plan holder list, distributing clarifications and addenda, and preparing a tabulation of bids. These are responsibilities of the City.
- Bid support services if the project is re-bid.
- Services during construction (as identified herein) including record drawings and O&M manual updates, except if added via amendment.
- Programming services for programmable logic controllers or any other electrical devices.
- No new control panels will be required. All controls will be connected to existing control panels.

EXHIBIT B - BUDGET SPREADSHEET

P.M.: Tom Giese

Project No.: _____

Date: 2/9/21

Project Name WWTP Near Term Improvements

Task No.	Task Description	QA/QC Dorn		Proj. Manager Giese		Elect. Engr. Palmer		Struct. Engr. Franco		Staff Engr. Bryant		CAD Manager Simon		CAD Drafter Caldwell		Project Admin Coughlin		Clerical/WP Sifferman		Subconsultant		Total		
		\$250		\$230		\$210		\$210		\$135		\$175		\$125		\$120		\$115						
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost	10% Markup	Hours	Cost	
1	Project Management and Quality Control																							
1.1	Project Setup, Invoicing, Communications, Coordination		\$0	44	\$10,120		\$0		\$0		\$0		\$0		\$0	14	\$1,680		\$0		\$0		\$0	
1.2	Quality Control Review	12	\$3,000		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	
2	Site Visits and Workshops																							
2.1	Design Kickoff Workshop		\$0	4	\$920		\$0		\$0	4	\$540		\$0		\$0		\$0		\$0		\$0		\$0	
2.2	50% Design Review Workshop		\$0	4	\$920	2	\$420	2	\$420	4	\$540		\$0		\$0		\$0		\$0		\$0		\$0	
2.3	90% Design Review Workshop		\$0	4	\$920	2	\$420	2	\$420	4	\$540		\$0		\$0		\$0		\$0		\$0		\$0	
2.4	Initial Site Visit		\$0	6	\$1,380	4	\$840	4	\$840	4	\$540		\$0		\$0		\$0		\$0		\$0		\$0	
2.5	Second Site Visit		\$0	6	\$1,380	4	\$840		\$0	4	\$540		\$0		\$0		\$0		\$0		\$0		\$0	
3	Site Investigations and Permitting Assistance																							
3.1	Geotechnical Investigations		\$0	4	\$920		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$16,300	\$1,630	\$4	
3.2	SEPA Checklist		\$0	4	\$920		\$0		\$0	10	\$1,350		\$0		\$0		\$0		\$0		\$0		\$0	
3.3	Ecology Bid Document Review		\$0	8	\$1,840		\$0		\$0	4	\$540		\$0		\$0		\$0		\$0		\$0		\$0	
4	Preliminary Design & Engineering Report Amendment																							
4.1	Information Request, Review, and Analysis		\$0	6	\$1,380		\$0		\$0	16	\$2,160		\$0		\$0		\$0		\$0		\$0		\$0	
4.2	Preliminary Drawings, Control Narrative, Const. Sequence		\$0	12	\$2,760		\$0	4	\$840	24	\$3,240		\$0	24	\$3,000		\$0		\$0		\$0		\$0	
4.3	Engineering Report Amendment		\$0	16	\$3,680	4	\$840		\$0	40	\$5,400		\$0		\$0		\$0	4	\$460		\$0		\$0	
5	Bid Document Preparation																							
5.1	50% Drawings		\$0	38	\$8,625	26	\$5,513	0	\$0	90	\$12,150	9	\$1,575	135	\$16,875	0	\$0	0	\$0		\$0		\$0	
	90% Drawings		\$0	30	\$6,900	72	\$15,089	43	\$9,072	65	\$8,748	2	\$315	182	\$22,725	0	\$0	0	\$0		\$0		\$0	
5.2	50% Specifications		\$0	39	\$8,901	0	\$0	0	\$0	30	\$4,010	0	\$0	0	\$0	0	\$0	4	\$466	\$4,000	\$400	\$72	\$17,776	
	90% Specifications		\$0	32	\$7,245	32	\$6,804	10	\$2,079	32	\$4,374	0	\$0	0	\$0	0	\$0	17	\$1,967		\$0	\$123	\$22,469	
5.3	Final Drawings		\$0	8	\$1,725	11	\$2,289	5	\$1,008	17	\$2,322	1	\$210	35	\$4,400	0	\$0	0	\$0		\$0	\$77	\$11,954	
	Final Specifications		\$0	8	\$1,794	4	\$756	1	\$231	7	\$932	0	\$0	0	\$0	0	\$0	2	\$270		\$0	\$22	\$3,983	
5.4	Opinions of Probable Construction Cost		\$0	8	\$1,840	12	\$2,520	8	\$1,680	18	\$2,430		\$0		\$0		\$0		\$0		\$0	\$46	\$8,470	
6	Services During Bidding																							
6.1	Pre-Bid Meeting		\$0	8	\$1,840		\$0		\$0		\$0		\$0		\$0		\$0	6	\$690		\$0		\$0	
6.2	Bidder Questions and Addenda		\$0	12	\$2,760	4	\$840	2	\$420	8	\$1,080		\$0	6	\$750		\$0		\$0		\$0		\$0	
6.3	Assistance with Bid Evaluation		\$0	3	\$690		\$0		\$0	3	\$405		\$0		\$0		\$0		\$0		\$0		\$0	
8	Services During Construction (Future Task)																							
TOTAL DIRECT LABOR		12	\$3,000	302	\$69,460	177	\$37,170	81	\$17,010	384	\$51,840	12	\$2,100	382	\$47,750	14	\$1,680	34	\$3,853	\$20,300	\$2,030	1,398	\$256,193	
TOTAL REIMBURSABLE EXPENSES			\$784	(\$784 (Mileage, mailings, misc.)																				
			Markup @	10%																				
TOTAL BUDGET																						\$784	\$78	\$257,055

EXHIBIT B

Subcontractors/Subconsultants

Below is a list of approved subcontractors/subconsultants. If left blank, there are no approved subcontractors or subconsultants.

Landau Associates
Akana