

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: May 10, 2021

AGENDA ITEM:	
Sanitary Sewer Comprehensive Plan Update	
PREPARED BY:	DIRECTOR APPROVAL: <i>kc</i>
Karen Latimer, Utility Manager	
DEPARTMENT:	
Public Works - Utilities	
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE:	AMOUNT:
40230594.563000 S1902	\$463,330.00
SUMMARY:	

On January 25, 2021, the City advertised a Request for Proposals, asking firms to submit written proposals stating their qualifications to provide engineering services associated with the Sanitary Sewer Comprehensive Plan (SSCP) Update. The City received proposals from two (2) firms and selected RH2 Engineering and Gray & Osborne to participate in an interview selection process. Interviews were conducted on March 15, 2021. Following interviews, the consultant selection committee concluded that RH2 Engineering was the most qualified firm for the project.

Consulting services for the financial portion of a SSCP update typically include preparation of the financial chapter and a cursory review of the sewer utility rates. However, timing of the SSCP update presents an opportunity to expand the scope of work to include completion of an in-depth comprehensive rate study for the City's water, sewer, and surface water utilities. This work was scheduled to be completed in-house by City financial personnel in 2021, but will instead be completed by the consulting firm.

The attached Professional Services Agreement (PSA) will provide the City with engineering and financial consulting services to prepare an updated SSCP and rate study and evaluation of the ability of the City's sewer system to meet the needs of existing and projected future customers through the build-out planning period, and the City's ability to meet the financial needs of the water, sewer, and surface water utilities through the same planning period. It is staff's opinion that the negotiated fee of \$463,330.00 is fair and consistent with industry standard. The scope of services demonstrates a clear approach in order to meet the project schedule. Staff is confident that the City will be well served by RH2 Engineering as it relates to this project.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement with RH2 Engineering, in the amount of \$463,330.00, for engineering services to update the Sanitary Sewer Comprehensive Plan and complete a comprehensive water, sewer, and surface water rate study.
RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the Professional Services Agreement with RH2 Engineering.

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

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 RH2 Engineering, Inc., a profit corporation licensed in the state of Washington, organized under the laws of the state of Washington, located and doing business at 22722 29th Drive SE, Suite 210, Bothell, WA 98021 (“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 Notice to Proceed 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 **Four Hundred Sixty-Three Thousand Three Hundred Thirty Dollars and Zero Cents (\$463,330.00)** 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) _____ (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) and 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.)*

_____ 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
Karen Latimer, Utility Manager
80 Columbia Avenue
Marysville, WA 98270

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

RH2 ENGINEERING, INC.

Michele Campbell, P.E., Associate Director

22722 29th Drive SE, Suite 210

Bothell, WA 98021

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 _____, 2021.

CITY OF MARYSVILLE

By _____
Jon Nehring, Mayor

DATED this _____ day of _____, 2021.

RH2 ENGINEERING, INC.

By _____
Richard L. Ballard
Its: Director

ATTEST/AUTHENTICATED:

_____, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A
Scope of Services

EXHIBIT B

Subcontractors/Subconsultants

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

EXHIBIT A
Scope of Work
City of Marysville
Sanitary Sewer Comprehensive Plan Update
April 2021

Background

The City of Marysville (City) is a municipal corporation that is responsible for providing sanitary sewer service to its service areas within Snohomish County (County). The City provides services to areas within and outside of the City limits.

The City last completed a sewer comprehensive plan in 2011. Since this time, the City has experienced significant development activity and Snohomish County released updated population and employment growth targets. New targets currently are being developed; however, these will not be available for consideration as part of this planning effort. Additionally, the Washington State Department of Ecology (Ecology) will be issuing a nutrient general permit for dischargers to Puget Sound as part of the ongoing Puget Sound Nutrient Reduction Project. The initial iteration of this permit will require the City to increase monitoring of nutrients, optimize its current processes for nutrient removal, and plan for how the City will meet pending limits on total inorganic nitrogen (TIN). The City has already identified and evaluated preliminary alternatives for upgrading its wastewater treatment plant (WWTP) to meet likely TIN limits with the completion of the 2020 *WWTP Improvement Plan*.

This Scope of Work includes tasks necessary to update the City's Sanitary Sewer Comprehensive Plan (SSCP). The SSCP update will evaluate the ability of the City's sewer system to meet the needs of existing and currently projected future customers throughout the build-out planning period. The City has selected RH2 Engineering, Inc., (RH2) to update the SSCP to reflect changes since the 2011 *Sewer Comprehensive Plan* was completed. BHC Consultants, LLC (BHC) will be a subconsultant to RH2 and will be primarily responsible for updating and calibrating the existing hydraulic model of the collection system and using the calibrated model to evaluate the collection system hydraulic capacity and capital improvement program. BHC also will confirm the applicability of the WWTP improvements recommended in the 2020 *WWTP Improvement Plan* based on updated flow and load projections and revise the recommended improvements accordingly.

This Scope of Work also includes tasks to perform a comprehensive rate study for the City's water, sewer, and surface water utilities. The rate study will identify the financial requirements, key policy decisions, and multi-year rate recommendations for each utility. FCS GROUP (FCS) will be a subconsultant to RH2 and will perform these analyses to develop a pricing structure and financial plan that satisfies the long-term obligations of each utility and targets equitable cost recovery from customers conforming to legal constraints, City policies, and community values.

Available resources from previous planning work will be utilized to reduce the level of effort necessary for this SSCP update. Attached as **Exhibit B** is a list of data to be provided by the City prior

to commencement of the activities contained in this Scope of Work. RH2 will use and rely upon the data, information, and materials prepared or provided by the City or others.

Deliverables will be provided in MS Word, PDF, and GIS format as appropriate and requested by the City. *It is assumed all meetings, unless otherwise stated, will be virtual, requiring no travel.*

Task 1 – Project Management, Data Collection, and Agency Coordination

Objective: Manage the project team, files, and records. Monitor the Scope of Work and budget and provide monthly invoices. Coordinate with Ecology throughout the development of the SSCP. Assist the City in collecting data and inventories for the sewer system planning process.

Approach:

- 1.1 Prepare, monitor, and update the project schedule on a monthly basis.
- 1.2 Review work performed for consistency with this Scope of Work, monitor budget, prepare monthly invoices and monthly progress reports, and manage the RH2 team.
- 1.3 Maintain project records and files.
- 1.4 Attend a project kickoff meeting with the City. Prepare meeting agenda and minutes.
- 1.5 Coordinate with City staff during the data collection process.
- 1.6 Review data and maps provided by the City and develop an inventory of the sewer utility for use during the SSCP update.
- 1.7 Coordinate with Ecology to discuss potential future water quality requirements and permit updates.

Assumptions:

- *The City will provide data and maps requested in the **Exhibit B** data request within ten (10) weeks of contract execution.*
- *The City will provide additional investigations and/or video inspections of the sewer system if required.*

RH2 Deliverables:

- Monthly schedule updates.
- Invoices documenting monthly progress of work completed and earned value compared to contract value.
- Attendance at project kickoff meeting with City. Meeting agenda and minutes.
- Compilation and review of data and maps provided by the City.

Task 2 – Land Use and Planning Criteria

Objective: Review planning-related documents and develop population projections to identify their impacts on the City’s sewer system.

Approach:

- 2.1 Prepare a summary of the City’s existing sewer service area.
- 2.2 Prepare and review an inventory of related plans to provide a summary of the impacts or constraints on the sewer system, including the *Snohomish County Comprehensive Plan*, the City’s *Comprehensive Plan*, and the Growth Management Act (GMA).
- 2.3 Identify existing and projected future land use patterns in the City’s sewer service area and their impacts on existing and proposed future facilities.
- 2.4 Identify current and projected future housing and employment trends and household sizes within the City’s service areas based on available information from City staff, as well as County and state population data.
- 2.5 Develop a table of 10-year, 20-year, and build-out population and employment projections for both the City and the sewer service areas that comply with the GMA.
- 2.6 Meet with the City to confirm future land use condition and population and employment projections.
- 2.7 Prepare color figures showing the City’s service area and land use using existing GIS files provided by the City.

RH2 Deliverables:

- Attendance at meeting to confirm future land use designations and population and employment projections.
- Draft Land Use and Planning Criteria chapter and color figures for City review and comment.

Task 3 – Wastewater Flow and Load Analyses

Objective: Develop build-out planning projections for flow and loads. Projections will be used in the analyses of the collection system, lift stations, and WWTP.

Approach:

- 3.1 Evaluate historical wastewater flow rate and load data, system-wide infiltration and inflow (I/I) rates, and peaking factors based on information provided by the City. Historical data will include average dry weather, average annual, maximum month, peak day, and peak hour flows. Typical influent ammonia and total nitrogen values will be used to estimate average annual and maximum month loads if sufficient influent data is not available for these constituents.
- 3.2 Collect and compile available existing data for metered water usage, precipitation, average daily temperatures and wastewater flows for 2019 through 2021 as required to update the previous

evaluation of infiltration and inflow (I/I) based on US Environmental Protection Agency's (EPA) guidelines.

- 3.3 Estimate wastewater flow and loads for the 10-year, 20-year, and build-out projections based on information provided by the City on proposed developments, population and employment growth, and historical per capita wastewater flow rate and load data.
- 3.4 Develop future wastewater flow and load allocations for each sub-basin.
- 3.5 Meet with the City to review calculated flow rates and water quality loading projections.
- 3.6 Prepare a description of the design storm modeling and analysis of the resulting I/I.

Assumptions:

- *The build-out scenario will be based on a developable land use analysis provided by the City.*
- *The City will not expand the urban growth area during the planning period.*
- *Delineation of basins and sub-basins will remain as defined in the 2011 Sewer Comprehensive Plan.*

RH2 Deliverables:

- Attendance at meeting with the City.
- Draft Wastewater Flow and Load Analyses chapter for City review and comment.

Task 4 – Regulations, Policies, and Design Criteria

Objective: Review existing policies and design criteria and recommend, as necessary, changes to these policies so that planned facilities can meet design standards. This will include a summary of the anticipated discharge criteria from Ecology.

Approach:

- 4.1 Review and document current National Pollutant Discharge Elimination System (NPDES) permit, federal, and state regulations. Document existing water quality requirements and known deficiencies. Document potential future criteria.
- 4.2 Review the City's existing policies and ordinances, including the pretreatment City Code, and recommend additional or revised policies and design criteria as necessary so that planned future City facilities can meet minimum and acceptable design standards and criteria. Use Ecology, U.S. Environmental Protection Agency, American Water Works Association, and standard engineering practices as the basis for identifying policies, criteria, and requirements.
- 4.3 Summarize each policy and design criteria.
- 4.4 Review the City's existing construction standards and recommend additional or revised standards, as necessary. Include a copy as an appendix of the SSCP.
- 4.5 Describe the process for responding to requests for new sewer service (individual and group services), including timeframes.

- 4.6 Describe the process for determining if the system's capacity is adequate to provide sewer service requests for new service.
- 4.7 Describe the procedures for granting or requesting extensions of time during a project with a new sewer service request. Describe the procedures for handling disputes and appeals when requests are denied.
- 4.8 Describe exception policies for extensions of sewer service outside of boundaries.

RH2 Deliverables:

- Draft Regulations, Policies, and Design Criteria chapter for City review and comment.

Task 5 – Existing System Description

Objective: Provide a description of each component of the existing sewer system.

Approach:

- 5.1 Prepare a description of the existing collection systems, lift stations, and WWTP. Summarize the operation of the system.
- 5.2 Present the WWTP's performance based on existing design and operating data. Summarize the current capacity and performance of treatment, effluent disposal, sludge handling, and disposal methods.
- 5.3 Provide updated descriptions and figures of the WWTP, including a site plan, schematic diagram, and hydraulic profile.
- 5.4 Visit each facility with City staff to collect field information, observe equipment layouts and existing conditions, and obtain maintenance staff input/complaints regarding the existing sewer system.
- 5.5 Develop color figures showing the City's collection, treatment, and disposal systems using existing GIS files provided by the City.

Assumptions:

- *The level of effort show in the Fee Estimate for this Task assumes that the most recent SSCP contains the information required to complete this Task with limited effort by RH2 to update.*

RH2 Deliverables:

- Draft Existing System Description chapter and figures of existing system components for City review and comment.

Task 6 – Sewer Model Update and Calibration

Objective: Update the current sewer model of the City’s existing sewer system. Evaluate existing collection system deficiencies. This Task will be performed with assistance from BHC and a surveyor as a subconsultant to RH2.

Approach:

- 6.1 Import the City’s existing InfoSewer by Innovyze hydraulic model to InfoSWMM. The existing model includes pipes with diameters of 10 inches and larger. Update the model to include the following:
 - Select 8-inch-diameter pipes using available GIS data.
 - Recent sewer system improvements since 2011 (if not already incorporated into the model) based on maps, record drawings, etc. provided by the City under Task 1.
 - The results of pump drawdown testing performed by the City, if available.
- 6.2 Update allocations within the City’s sub-basins into the model based on any land use and zoning changes, added development since 2011, and updated population and employment targets from the County. For the large users with fixed flow inputs, coordinate with the City as to which, if any, of the fixed flows should be adjusted based on the City’s review of recent water consumption records.
- 6.3 Perform diagnostic model runs to debug the model as necessary and evaluate if the model functionality is reasonable and appropriate. Calibrate sanitary sewer flow based on historical dry weather flow data, using associated collection system flow data, lift station data, and WWTP flow data. Develop, input, and adjust sanitary flow diurnal patterns to achieve sanitary sewer flow calibration.
- 6.4 Based on a review of records, field investigations, and discussions with City maintenance staff, determine if there are areas of the existing sewer system with critical data gaps that require field survey, video inspection, or other investigations.
- 6.5 Perform up to four (4) days of field surveying to gather information on the list of critical items, as deemed necessary. *It is assumed that the field survey will consist of measuring invert and rim/grade elevations at different locations throughout the collection system.* This work will be performed by KPG as a subconsultant to RH2.
- 6.6 Develop the model parameters and inputs necessary to simulate I/I rates based on selected rain events, including the peak rainfall event of record. I/I simulation in the model will be calibrated to available collection system flow meter data, lift station data, and WWTP flow data. I/I will be simulated by inputting rainfall data for the calibration period into the model and adjusting rainfall-dependent parameter values that simulate I/I. Parameter values will be adjusted in an iterative manner until an acceptable peak wet weather flow match with recorded data is achieved. Once a reasonable calibration is achieved for the peak storm event, model validation runs will be conducted for additional storms to check for sufficient model accuracy. Model results also will be validated against areas of known surcharging.

- 6.7 Run the calibrated and validated model to determine collection system deficiencies under current peak flow conditions (design storm). Discuss with the City whether the criteria for deficiency utilized in the 2011 *Sewer Comprehensive Plan* will be retained or modified.
- 6.8 Attend a meeting to review the results of the hydraulic model calibration and deficiencies under current conditions. Discuss and establish criteria for collection system capacity deficiencies and discuss identified areas of concern or question in the current model.

Assumptions:

- *The smaller lift stations not currently included in the hydraulic model and associated force mains will not be added to the hydraulic model or evaluated.*
- *Only select 8-inch gravity sewers will be added to the model as identified in this Task.*

RH2 Deliverables:

- InfoSWMM model for use in analyzing the existing and projected system.
- List of current collection system deficiencies.
- Attendance at meeting with the City.

Task 7 – Sewer Collection System Analyses

Objective: Evaluate the existing collection system and lift stations for projected growth conditions to identify deficiencies and recommend improvements. Assess the overall reliability and vulnerability of the existing system. This Task will be performed by BHC as a subconsultant to RH2.

Approach:

- 7.1 Create future model scenarios for 10 years, 20 years, and build out. For each scenario, update the sub-basin flows based on the sub-basin population, employment, and hydraulic loading projections.
- 7.2 Run hydraulic model simulations for the 10-year, 20-year, and build-out conditions to determine collection system deficiencies under peak flow (design storm) conditions.
- 7.3 Based on deficiencies identified through the hydraulic modeling of the future scenarios, prepare a preliminary list of recommended collection system improvements to address current and future deficiencies. Recommended improvements will consider needs under build-out conditions so that improvements will not need to be upgraded again to accommodate build out.
- 7.4 If there are deficiencies triggered by growth in commercial/industrial areas, test the capacity of the system to determine what extent of growth in the commercial/industrial areas of concern could be accommodated without deficiencies. Up to three (3) different scenarios will be analyzed as follows:
 - One (1) scenario will determine current available hydraulic capacity within a defined commercial area of interest.

- The remaining two (2) scenarios could involve a similar analysis for a different commercial area and/or examining level of improvements needed for different types of developments.
- 7.5 Attend a meeting to review the identified deficiencies under projected 10-year, 20-year, and build-out conditions. Discuss identified areas of concern and potential improvements.
- 7.6 Prepare a summary of the model scenarios, analyses, and identified deficiencies. Prepare figures identifying deficiencies for the current, 10-year, 20-year, and build-out conditions.

RH2 Deliverables:

- List of collection system deficiencies under 10-year, 20-year, and build-out conditions.
- Preliminary list of recommended collection system improvements.
- Attendance at meeting with the City.
- Draft Sewer Collection System Analyses chapter for City review and comment.

Task 8 – WWTP Evaluation

Objective: Review the analysis of the WWTP and recommend improvements from the 2020 *WWTP Improvement Plan*. Update planning-level costs for recommended improvements. This Task will be performed with assistance from BHC as a subconsultant to RH2.

Approach:

- 8.1 Update the process capacity spreadsheet prepared for the 2020 *WWTP Improvement Plan*, which compares operating parameters to typical design values using projected flows and loads for current, 10-year, 20-year, and build-out conditions.
- 8.2 Review the preliminary sizing of the recommended improvements as documented in the 2020 *WWTP Improvement Plan*. This will include running the BioWin process model for the recommended improvements under the updated flow and load projections to confirm performance with adjusted sizing.
- 8.3 Update the capital and operation and maintenance (O&M) costs for the recommended improvements based on adjustments to process sizing. In accordance with the Association for the Advancement of Cost Engineering (AACE), costs have an expected accuracy of -30 percent to +50 percent as Class 4 planning-level estimates.
- 8.4 Identify deficiencies in WWTP capacity prior to the assumed timeline for construction of the improvements recommended in the 2020 *WWTP Improvement Plan*. Identify short-term targeted improvements to increased capacity to address these deficiencies until the recommended improvements are planned to be constructed.
- 8.5 Prepare a summary of the alternatives and evaluations included in the 2020 *WWTP Improvement Plan*, which will be included as an appendix to the SSCP. This will include discussion of any adjustments to the sizing, layout, and costs of the recommended

improvements. This also will include discussion of identified short-term deficiencies and related improvement recommendations, as well as associated capital costs.

8.6 Attend a meeting to review the adjustments to recommended WWTP improvements and short-term deficiencies and potential associated improvements.

Assumptions:

- *Discussions of water reuse and biosolids management from the 2011 Sewer Comprehensive Plan are still relevant to the current WWTP and will be incorporated into this chapter with minor updates, as required (e.g., information on recent biosolids quality and quantities).*
- *It is assumed that changes in projected flows and loads and subsequent sizing of WWTP-related improvements will not be so large as to necessitate revisiting the evaluation and comparison of alternatives included in the 2020 WWTP Improvement Plan.*
- *This project will not require preparation of an engineering report for approval by Ecology that would serve as the necessary precursor to design of improvements recommended from this Scope of Work.*
- *This project will not include conducting an updated mixing zone study.*
- *This project will not include any permitting preparation other than the State Environmental Policy Act (SEPA) Checklist for the SSCP. This includes, but is not limited to, State Environmental Review Process (SERP), cultural resources survey, biological assessment, and environmental permitting. It is assumed that if these are required for regulatory acceptance or to meet funding application requirements, they will be performed concurrent with or immediately following preparation of an engineering report.*

RH2 Deliverables:

- Updated sizing, layout, and costs for recommended WWTP improvements.
- List of short-term deficiencies, targeted improvements, and associated capital costs.
- Attendance at meeting with the City.
- Draft WWTP Evaluation chapter for City review and comment.

Task 9 – Capital Improvement Plan

Objective: Describe, prioritize, and schedule improvements to address deficiencies identified in the sewer system analyses and WWTP alternatives analyses. Prepare planning-level cost estimates for each project identified. Combine schedule and cost estimates into a Capital Improvement Plan (CIP) for the sewer utility.

Approach:

9.1 Briefly describe sewer collection system and WWTP improvements that have been completed since the last SSCP update.

- 9.2 For the list of proposed sewer pipeline replacements/rehabilitations and WWTP improvements from Tasks 7 and 8, briefly describe the purpose/benefit of the improvements.
- 9.3 Prepare a list of proposed sewer lift station improvements for the existing system based on the results of the existing system and proposed system analyses. Briefly describe the purpose/benefit of the improvements.
- 9.4 Prepare a list of recommended sewer system improvements not related to capacity and briefly describe the purpose/benefit of the improvements.
- 9.5 Perform modeling revisions to the initial recommendations for collection system improvements to provide information on required pipe and pump sizing to meet capacity requirements. *An allocation of up to twelve (12) hours has been assumed for this subtask.*
- 9.6 Review and make recommendations, as necessary, for changes to the City's existing standards for system replacements, rehabilitations, and extensions.
- 9.7 Prepare a planning-level cost estimate for each improvement identified based on current industry prices. In accordance with AACE, costs have an expected accuracy of -30 percent to +50 percent as Class 4 planning-level estimates.
- 9.8 Coordinate with City staff to establish criteria for prioritizing and scheduling improvements. *Prioritization and scheduling may consider other scheduled CIPs developed for transportation and other utilities, sewer main video inspection results, and O&M costs for pipe segments.*
- 9.9 Schedule improvements based on the results of the prioritization.
- 9.10 Prepare a table of improvements that includes an improvement identification number, a brief description of each improvement, the associated cost estimate, and the scheduling of the improvements on an annual basis for the first 10 years and the 20-year planning period.
- 9.11 Describe the criteria and procedures used for prioritizing and scheduling improvements.
- 9.12 Provide tables documenting the development of the CIP and integrate them within the chapter text.
- 9.13 Prepare color figures of Proposed Sewer System Improvements for the 10-year, 20-year, and build-out planning periods.
- 9.14 Prepare GIS files of the existing system and proposed CIP for transmittal to the City. GIS layers will include a field to indicate flushing status and date for each pipe.
- 9.15 Meet with City staff to discuss the sewer system and WWTP improvements and the proposed schedule of implementation.

RH2 Deliverables:

- Draft CIP chapter, tables, and figures for City review and comment.
- GIS files of the existing system and proposed CIP.
- Attendance at one (1) meeting with City staff.

Task 10 – Operations and Maintenance

Objective: Document the sewer system’s O&M program for use in the SSCP.

Approach:

10.1 Evaluate staffing requirements and document recommendations.

10.2 Obtain the Operations and Maintenance chapter from City staff and incorporate staffing requirements. Review, format, and finalize the chapter for incorporation into the SSCP.

Assumptions:

- *City staff will prepare and provide a draft copy of the operations and maintenance chapter for inclusion into the SSCP. Minor formatting will be provided by RH2.*

RH2 Deliverables:

- Evaluation and recommendations of staffing requirements.
- Incorporation of the City’s existing operations and maintenance program chapter into the SSCP.

Task 11 – Financial Analysis

Objective: Prepare a financial analysis of the existing and projected future sewer utility. This Task will be performed with assistance from FCS as a subconsultant to RH2.

Approach:

11.1 Provide a list of data needs encompassing the necessary financial data to complete the study.

11.2 Review the City’s current fiscal policies for operating and capital reserves, system reinvestment funding, debt management, and debt service coverage and recommend changes if warranted.

11.3 Evaluate capital funding options and develop a capital financing plan for the 10-year and 20-year CIP for the sewer utility, including a forecast of capital funding needs, potential borrowing requirements, and associated cash flows and balances over the study period. Evaluate and recommend an appropriate balance of funding from cash, capital improvement charges, bonds, low interest loans, and/or other available funding sources.

11.4 Forecast ongoing O&M costs based on the current sewer operating budget or prior year actuals. Apply economic forecast factors and engineering planning growth estimates to the operating expenses and revenues.

11.5 Develop an operating cash flow projection for the 10-year and 20-year study period integrating fiscal policies, operating forecast, and capital financing impacts. Compare forecasted financial requirements against forecasted revenue under existing rates to determine annual and cumulative revenue adjustments needed to ensure financial sustainability over time.

11.6 Develop a rate forecast for the 10-year period. Apply annual rate adjustments to the City’s existing rate structures “across-the-board,” meaning each rate class and rate charge (fixed and

variable) will be adjusted equally. Perform an affordability test as an indication of a residential customer's ability to pay the existing and forecasted rates.

- 11.7 Attend one (1) review meeting with City staff to review assumptions and results of financial analysis and chapter.
- 11.8 Prepare the draft financial chapter for City staff review. Incorporate changes, as appropriate, into final version of the financial chapter.
- 11.9 Review the financial chapter prepared by FCS, format the document for consistency with other chapters, and incorporate the financial chapter into the SSCP.

RH2 Deliverables:

- Attendance at meeting with City.
- Draft financial chapter and tables for City review and comment.
- Incorporation of the financial analysis chapter into the SSCP.

Task 12 – Rate Study for Sewer, Water, and Stormwater Utilities

Objective: Prepare a rate study for the sewer, water, and stormwater utilities to be included as an appendix of the SSCP. This Task will be performed with assistance from FCS as a subconsultant to RH2.

Approach:

- 12.1 Attend an initial project meeting to confirm the goals and objectives of the overall rate study and focus efforts. Meeting will identify project objectives, expectations, and deliverables, and outline the project schedule and key milestones.
- 12.2 Provide a list of data needs encompassing historical and projected financial, water and sewer use, operational, billing, and planning information.
- 12.3 Develop a cost of service rate model. Coordinate with the City to determine how the model is intended to be used, what answers need to be generated by the tool, and what user interface will be most effective.
- 12.4 Perform a revenue requirement analysis of annual cash flow needs by identifying expenses incurred to operate and manage the system, including cost increases resulting from changes in staffing and/or enhanced programs or initiatives, capital repair/replacement needs, existing and potential new debt payment obligations, and fiscal policy achievement. Develop alternative rate strategies to consider operational changes, capital prioritization, and overall asset management funding approaches for long-term capital needs.
- 12.5 Perform the cost of service analysis (COSA). The COSA will identify the cost to serve each customer classification within the system. Any new customer classifications identified as part of the study process will be evaluated independently for equity.
- 12.6 Perform a rate design to determine how the target level of revenue will be generated from the fixed and variable charges from each customer class. The rate design will consider both the level

(amount of revenue that must be generated) and structure (how the revenue will be collected, or bill assessed). Coordinate with City staff to determine if any rate structure changes are warranted or if specific policy objectives need to be satisfied.

12.7 Perform a capital improvement charge (CIC) update to reflect existing and future capital costs associated with providing service to new connections as identified in within the City's current water and surface water planning documents and the SSCP that is being drafted. Incorporate the results of the CIC into the revenue requirement, as revenue from these fees will help offset capital costs.

12.8 Attend five (5) project meetings at key milestones with City staff to review key assumptions and outcomes.

- One (1) meeting to review revenue requirement findings and alternatives.
- One (1) meeting to review COSA findings.
- One (1) meeting to review rate design findings and final recommendations.
- One (1) meeting to review CIC recommendations.
- One (1) meeting to review final recommendations and present rate study.

Attend two (2) City Council meetings to discuss the rate study findings and recommendations. Work with the City to determine the best communication strategy, medium, and format to assist with customer education.

12.9 Prepare a draft and final report documenting the rate study process, methodology, key assumptions, results, and recommendations.

RH2 Deliverables:

- Attendance at initial project meeting with City.
- Attendance at five (5) project review meetings and two (2) City Council meetings.
- Communication materials.
- Incorporation of the rate study appendix into the SSCP.

Task 13 – Appendices

Objective: Prepare miscellaneous appendices for inclusion in the SSCP.

Approach:

13.1 Incorporate a SEPA Checklist prepared by the City that discusses the proposed improvements and associated environmental impacts.

13.2 Obtain service area agreements from the City to include in the appendices.

13.3 Obtain copies of new or revised City resolutions/ordinances and include in the appendices.

13.4 Include a copy of the NPDES Waste Discharge Permit.

13.5 Include a copy of City construction standards.

Assumptions:

- *City staff will prepare a SEPA Checklist for this SSCP update.*

RH2 Deliverables:

- SEPA, prepared by the City, incorporated into the SSCP.
- Miscellaneous appendices for inclusion in the SSCP.

Task 14 – Executive Summary and Introduction

Objective: Prepare an executive summary and introduction to describe the key elements of the SSCP.

Approach:

14.1 Identify the purpose of the SSCP and summarize the major system characteristics and significant changes that have occurred since the previous SSCP was completed.

14.2 Briefly describe the key issues in the SSCP for the executive summary, including the following:

- Policies and design criteria.
- Population and wastewater flow and load projections.
- Collection system and WWTP evaluation and deficiencies.
- Recommended improvements.
- Financial status and recommendations.

14.3 Prepare a description of the sewer system ownership and management. Include the contact person and address.

14.4 Prepare an introduction that summarizes the contents of the SSCP.

RH2 Deliverables:

- Draft Executive Summary and Introduction chapters for City review and comment.

Task 15 – Final Plan Review and Submittal

Objective: Prepare a final draft of the SSCP and submit it to Ecology for review.

Approach:

15.1 Develop a cover format that includes the SSCP name and revision date.

15.2 Revise the SSCP per City review comments.

15.3 Perform internal quality assurance and quality control (QA/QC) review on the final draft of the SSCP.

15.4 Bind up to three (3) sets of the SSCP with Professional Engineer stamps and signatures in three-ring binders.

15.5 Create an electronic PDF version of the SSCP with Professional Engineer stamps and signatures.

15.6 Submit the draft SSCP to Ecology for review and comment.

Assumptions:

- *City staff will present the SSCP to the City Council and process adoption of the SSCP by the City Council.*

RH2 Deliverables:

- Up to three (3) sets of the SSCP in three-ring binders for agency review.
- One (1) electronic PDF version of the SSCP for agency review.

Task 16 – Ecology and Agency Review Revisions

Objective: Revise the SSCP per Ecology review comments.

16.1 Modify the cover, title sheet, table of contents, chapters, and figures to reflect the final SSCP.

16.2 Revise the SSCP to address review comments provided by Ecology.

16.3 Prepare a response letter to Ecology to summarize how each comment was addressed and the location of the associated responses in the update to the SSCP.

16.4 Prepare PDFs for the final SSCP document with Professional Engineer stamps and signatures. Produce USBs of the digital SSCP for transmittal to the City.

16.5 Produce copies of the revised SSCP pages with Professional Engineer stamps and signatures for inclusion with the draft SSCP sent to Ecology. Prepare three (3) complete hard copies of the final SSCP for the City. Transmit the final SSCP insertion pages to Ecology.

Assumptions:

- *The number of review comments are difficult to predict and highly variable. An initial allocation of \$12,000 has been included for Task 16 for revisions to the SSCP chapters based on agency review comments. This allocation is based on typical levels of review comments received for SSCP efforts. If an unusual number of comments are received, or the scope of the comments are excessive, RH2 will coordinate with the City to determine the next steps. This may include a scope amendment to address the comments.*
- *Ecology acceptance of the SSCP is beyond the control of RH2 and the City, and no date is warranted or implied for Ecology response or SSCP approval.*

RH2 Deliverables:

- USB containing the digital version of the final SSCP.
- Three (3) hard copies of the final SSCP for the City's use.
- Insertion pages for the final SSCP transmitted to the review agencies.

At the completion of the project, a copy of the computer files of the SSCP Word documents, sewer model, and AutoCAD® and GIS figures will be provided to the City.

Project Schedule

It is the goal of all parties that this Scope of Work shall be completed within eighteen (18) months of contract execution, assuming RH2 receives all data within ten (10) weeks of contract execution. The schedule for this project may be modified as mutually agreeable to RH2 and the City.

Potential Future Tasks

The Scope of Work for future phases may include the following at the City's request:

- Addition to the model and evaluation of the smaller lift stations not currently included in the hydraulic model and associated force mains.
- Addition of all 8-inch gravity sewers to the hydraulic model. Only select 8-inch gravity sewers will be added to the model as identified in the Scope of Work herein.
- Condition assessment of existing lift stations.

EXHIBIT B

City of Marysville Sanitary Sewer Comprehensive Plan Update Data to be Provided by the City

The following list contains the information and data to be provided by the City of Marysville (City) that is needed to update the City's Sanitary Sewer Comprehensive Plan (SSCP). All available resources from previous planning work will be utilized to minimize the level of effort necessary. The list below is organized according to the Scope of Work activities. The engineering fee estimate for the project is based on this information being provided in whole prior to the commencement of the SSCP Update for the high priority items. RH2 is entitled to rely upon the accuracy and completeness of any data information or materials provided by the City or others in relation to this work.

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
Task 2 – Land Use and Planning Criteria			
1. Copy of the City's Comprehensive (Land Use) Plan.	H		
2. Summary of City's efforts and involvement in regional sewer system planning.	L		
3. Identify on a map the areas where and how much growth is expected to occur.	M		
4. List of planned developments. Provide name of development, type of development, number of units, and development schedule.	M		
5. Sub-basin population, employment, and hydraulic loading allocations.	H		
6. A copy of map or AutoCAD/GIS file showing City's existing and future sanitary sewer service area boundaries.	H		
7. Copy of GIS file showing existing and future land use.	H		
Task 3 – Wastewater Flow and Load Analyses			
1. Sludge disposal information for 2015 through 2021, including frequency of sludge disposal, method of disposal, and sludge quantities.	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
2. Monthly wastewater monitoring records for the treatment facility influent and effluent (2015 through 2021). Include BOD, TSS, ammonia, total nitrogen, pH, chlorine residual and fecal coliform levels (if available).	H		
3. Flow meter records for flow entering and exiting the treatment facility (2015 through 2021).	H		
4. Wastewater flow records from available system meters (i.e., lift station and industrial users) for 2015 through 2021.	H		
5. Flow meter data for commercial or industrial users for the sewer collection system. Water data will suffice. Summer and winter data are needed (2015 through 2021).	H		
6. City's sewer connection data, including residential, multi-family, commercial, and industrial users.	H		
7. Provide letters from the Department of Ecology or other agencies related to any wastewater system violations since the completion of the previous SSCP.	H		
Task 4 – Regulations, Policies, and Design Criteria			
1. A copy of the City's sanitary sewer construction standards and details.	H		
2. A copy of sanitary sewer policies and design criteria.	H		
Task 5 – Existing System Description			
1. Lift station data that includes lift station name, location, year constructed, number of pumps, pump curves (or pump manufacturer and model number, pump serial number, and impeller diameter), motor horsepower, wet well size, condition of materials, normal pumping rate (field measured), run time data, and description of operation and control.	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
2. Telemetry and supervisory control information that includes the manufacturer and year of telemetry system; type of communications link (radio or phone); facilities monitored at master telemetry unit; and facilities with remote telemetry units.	H		
3. Copy of current National Pollutant Discharge Elimination System (NPDES) Permit.	H		
4. System collection information that includes force mains (locations, size, length, age, and material) and conveyance pipes/structures (manhole locations and sizes, pipe locations, invert elevations, sizes, age, and materials). Data can be AutoCAD or GIS.	H		
5. A copy of map or AutoCAD/GIS file of drainage basins.	H		
Task 6 – Sewer Model Update and Calibration			
1. Copy of City’s existing sewer model.	H		
2. Copy of GIS files of the City’s existing sewer system.	H		
3. As-builts for recent sewer system improvements not contained in the existing sewer model.	H		
4. Provide as-built information for each lift station. Include if the lift station has a generator or emergency power supply connection.	H		
5. Provide results of pump drawdown testing for each lift station.	H		
6. Provide current setpoints for pump on and off levels for the lift stations and extreme operating conditions.	H		
Task 7 – Sewer Collection System Analyses			
1. List of known sanitary sewer system deficiencies and unsuitable pipe materials that were not identified in the previous SSCP.	H		
2. List of known lift station deficiencies and excessive maintenance requirements that were not identified in the previous SSCP.	H		
Task 9 – Capital Improvement Plan			
1. List of sewer collection system and WWTP projects completed since the previous SSCP. List can be descriptive or map based.	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
2. List of planned and desired sewer collection system and WWTP improvements not contained in previous SSCP.	M		
3. Provide bid tabulations from sewer system projects completed during the past five (5) years.	M		
4. Copy of AutoCAD/GIS files with information the City desires to use for prioritizing collection system improvements, such as other scheduled CIPs developed for transportation and other utilities, sewer main video inspection results, and O&M costs for pipe segments.	M		
5. Costs of recurring CIP items.	M		
Task 10 – Operations and Maintenance			
1. Copy of Operations and Maintenance chapter for inclusion in the SSCP.	M	To be provided at a later date.	
2. Copy of standard maintenance logs and forms used by the sewer department.	M		
3. Staffing time for preventative maintenance of facilities and equipment. Staffing time for collection system operational tasks (smoke testing, video inspection, cleaning, etc.).	M		
Task 11 – Financial Analysis			
1. Copy of Financial Analysis chapter for inclusion in the SSCP.	L	To be provided at a later date.	
Task 12 – Rate Study for Sewer, Water, and Stormwater Utilities			
1. Copy of Rate Study for inclusion in the SSCP.	L	To be provided at a later date.	
Task 13 – Appendices			
1. Copy of State Environmental Policy Act (SEPA) Checklist for inclusion in the SSCP.	L	To be provided at a later date.	
2. Copy of current service area agreements.	L		
3. Copy of any new or revised City resolution or ordinances.	L		

EXHIBIT C

Fee Estimate

City of Marysville

Sanitary Sewer Comprehensive Plan Update

Apr-21

Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1 Project Management, Data Collection and Agency Coordination	131	\$ 26,143	\$ 5,203	\$ 1,068	\$ 32,414
Task 2 Land Use and Planning Criteria	76	\$ 13,488	\$ -	\$ 1,397	\$ 14,885
Task 3 Wastewater Flow and Load Analyses	85	\$ 15,234	\$ 1,694	\$ 740	\$ 17,668
Task 4 Regulations, Policies, and Design Criteria	26	\$ 5,086	\$ -	\$ 129	\$ 5,215
Task 5 Existing System Description	68	\$ 12,135	\$ 6,369	\$ 869	\$ 19,373
Task 6 Sewer Model Update and Calibration	13	\$ 2,680	\$ 76,270	\$ 69	\$ 79,019
Task 7 Sewer Collection System Analyses	17	\$ 3,295	\$ 47,588	\$ 97	\$ 50,980
Task 8 WWTP Evaluation	51	\$ 11,743	\$ 27,799	\$ 295	\$ 39,837
Task 9 Capital Improvement Plan	141	\$ 24,558	\$ 4,312	\$ 2,413	\$ 31,283
Task 10 Operations and Maintenance	13	\$ 2,199	\$ -	\$ 57	\$ 2,256
Task 11 Financial Analysis	8	\$ 1,514	\$ 18,530	\$ 40	\$ 20,083
Task 12 Rate Study for Sewer, Water, and Stormwater Utilities	42	\$ 8,434	\$ 100,023	\$ 211	\$ 108,668
Task 13 Appendices	8	\$ 1,205	\$ -	\$ 32	\$ 1,237
Task 14 Executive Summary and Introduction	17	\$ 2,934	\$ -	\$ 75	\$ 3,009
Task 15 Final Plan Review and Submittal	79	\$ 13,712	\$ 9,020	\$ 2,671	\$ 25,403
Task 16 Ecology and Agency Review Revisions	41	\$ 6,678	\$ 3,806	\$ 1,516	\$ 12,000
PROJECT TOTAL	816	\$ 151,038	\$ 300,614	\$ 11,678	\$ 463,330

EXHIBIT D
RH2 ENGINEERING, INC.
2021 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$151	\$/hr
Professional II	\$166	\$/hr
Professional III	\$182	\$/hr
Professional IV	\$196	\$/hr
Professional V	\$211	\$/hr
Professional VI	\$224	\$/hr
Professional VII	\$240	\$/hr
Professional VIII	\$250	\$/hr
Professional IX	\$250	\$/hr
Control Specialist I	\$137	\$/hr
Control Specialist II	\$149	\$/hr
Control Specialist III	\$164	\$/hr
Control Specialist IV	\$178	\$/hr
Control Specialist V	\$189	\$/hr
Control Specialist VI	\$203	\$/hr
Control Specialist VII	\$218	\$/hr
Control Specialist VIII	\$227	\$/hr
Technician I	\$115	\$/hr
Technician II	\$125	\$/hr
Technician III	\$142	\$/hr
Technician IV	\$153	\$/hr
Technician V	\$167	\$/hr
Technician VI	\$183	\$/hr
Technician VII	\$198	\$/hr
Technician VIII	\$209	\$/hr
Administrative I	\$75	\$/hr
Administrative II	\$88	\$/hr
Administrative III	\$106	\$/hr
Administrative IV	\$125	\$/hr
Administrative V	\$143	\$/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	\$0.560	price per mile (or Current IRS Rate)
Subconsultants	10%	Cost +
Outside Services	at cost	