#### **EXHIBIT A**

# Scope of Work Amendment No. 3 City of Snoqualmie Reclaimed Water Distribution System Services During Construction

April 2025

#### **Background**

The City of Snoqualmie (City) owns and operates a potable water system, a reclaimed water system, and an irrigation system. The City's Water Reclamation Facility (WRF) supplies Class A reclaimed water to Eagle Lake, where it is stored as irrigation supply for the City and its customers, including the Snoqualmie Ridge Golf Course (Golf Course). The main customers are supplied irrigation water from the Irrigation Pump Station (IPS), including the City, the Business Park Owners Association, and the Snoqualmie Ridge Owners Association. The Golf Course irrigation system is owned and operated by the Golf Course and is separate from City operations.

The City retained RH2 Engineering, Inc., (RH2) to prepare design documents and obtain project permits for a closed reclaimed water reservoir and replacement IPS to separate the City's irrigation system from Eagle Lake to meet the requirements of the Reclaimed Water Rule under Chapter 173-219 Washington Administrative Code (WAC). This Scope of Work includes tasks necessary to provide services during construction for the reclaimed water system improvements.

The previous scopes of work included the following tasks:

- Task 1 Reclaimed Water Engineering Report
- Task 2 Project Management
- Task 3 Reclaimed Water System Plan Update
- Task 4 Loan and Grant Application Assistance
- Task 5 Preliminary Design
- Task 6 Final Design
- Task 7 Permitting
- Task 8 Services During Bidding
- Task 9 Management Reserve
- Task 10 IPS Bid-Ready Design
- Task 11 IPS Permitting
- Task 12 IPS Services During Bidding

This Scope of Work includes expanding the project management services in Task 2 and the addition of the following tasks:

• Task 13 – Services During Construction

### **General Assumptions**

In preparing this Scope of Work, the following assumptions were made:

- RH2 will rely upon the accuracy and completeness of information, data, and materials
  generated or produced by the City or others in relation to this Scope of Work. RH2 assumes
  that the entity providing such information to RH2 is either the owner of such information or
  has obtained written authorization from the owner to distribute said information.
- The estimate of professional services for the construction phase of the project assumes a construction schedule and contractor progress that are typical for the industry and similar projects.
- RH2 is not responsible for site safety, for determining means and methods, or for directing the contractor in their work.
- Deliverables will be submitted in electronic format (PDF) unless otherwise noted.

# Task 2 - Additional Project Management

**Objective**: Manage RH2's project team and maintain regular client communications, including progress meetings. Maintain project schedule and prepare monthly invoices and budget status summaries.

#### Approach:

#### 2.1 Perform Project Management

- Provide direction, coordination, and oversight to the RH2 project team. Organize, manage, and coordinate technical disciplines as described herein and implement quality assurance and quality control (QA/QC) reviews to execute this Scope of Work.
- Document and retain information generated during the execution of the project.
- Prepare monthly invoices and budget status summaries.

#### **RH2 Deliverables:**

• Monthly progress reports with schedule, budget, work performed, and billed to date updates.

# Task 9 - Additional Management Reserve

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

#### Approach:

9.1 <u>Provide Additional Services</u> – Provide additional services as requested and authorized by the City. Submit a scope of work and budget estimate for supplemental services requested by the City. The City shall provide written authorization to proceed with any supplemental services.

#### **RH2 Deliverables:**

- Scope of work and budget estimate for supplemental services.
- Other deliverables as requested by the City under the authorization for supplemental services.

# **Task 13 – Services During Construction**

**Objective**: Provide limited services during construction of the reclaimed water system improvements to the level of effort stated in the Fee Estimate.

#### Approach:

- 13.1 <u>Prepare Conformed for Construction Documents</u> Revise and update the bid plans, non-technical and technical specifications, and appendices to reflect addenda issued during the bidding phase. Print hard copies of the conformed for construction documents for contractor, City, and RH2 use during construction. Revise and update the equipment list, instrumentation schedule, and process control narratives, if applicable, to reflect addenda issued during the bidding phase.
- 13.2 <u>Attend Pre-Construction Meeting</u> Prepare pre-construction meeting agenda. Send agenda and notice of meeting location, data, and time to invitees. Attend the meeting. Prepare meeting minutes and distribute to attendees.
- 13.3 <u>Provide Construction Consultation and Document Review</u> Consult with the City on construction costs, scheduling, and constructability issues. Review shop drawings and catalog submittals of items requested in the technical specifications. Provide a written response to the contractor and the City accepting or rejecting each shop drawing and catalog submittal reviewed. Review written requests for information (RFIs) and change order proposals, and provide written responses to the contractor and the City. Review monthly pay requests by the contractor and coordinate with the City for processing payment. Prepare Construction Quality Assurance Plan (CQAP) and submit to the Washington State Department of Ecology (Ecology) for documentation, incorporating minor comments from Ecology if provided.
- 13.4 <u>Provide Part-Time On-Site Construction Observation</u> Provide at least one (1) RH2 representative every two (2) weeks at construction progress meetings. Prepare meeting minutes and distribute to attendees. *The contractor will prepare meeting agendas for construction progress meetings.* Review the contractor's look-ahead construction schedule.

Provide one (1) RH2 representative for part-time on-site construction observation and prepare observation reports. It is assumed that part-time construction observation includes, on average, approximately twenty-four (24) hours per week of construction support services for fifty-two (52) weeks of construction observation for the resident engineer, which includes travel time. Prepare progress reports, including contract time remaining statements. Coordinate with the contractor regarding construction schedule, progress, and constructability issues. Retain the services for a certified testing company as a subconsultant for material testing and special inspections.

- 13.5 <u>Provide Testing and Startup Observation</u> Coordinate with the contractor and the City for the scheduled testing and startup activities. *This coordination will include the review and supplementation of the testing protocols developed by the contractor and manufacturers' representatives, and review of the tests and request for corrections. Review and supplement startup protocols developed by the contractor and manufacturers' representatives. Provide at least two (2) RH2 representatives for on-site observation during startup to document activities and coordinate with the contractor. Discuss with the contractor and the City work that has not been completed by the contractor (punchlist) and discuss contractor rectification.*
- 13.6 <u>Provide Final Observation and Project Closeout</u> Attend a final on-site observation with the City and prepare a letter of recommendation for project acceptance to the City. Prepare and submit the Ecology Construction Completion form.

#### **Assumptions:**

- RH2 will be the primary point of contact for the general contractor during construction; however, RH2 has not included full-time construction observation services in the Fee Estimate. It is assumed that part-time site observation will be sufficient.
- The City will provide an arborist to observe construction for design compliance.
- The City will review contractor field records and develop as-constructed record drawings.
- The City will review the contractor-provided operations and maintenance (O&M) manuals for consistency with installed equipment and instrumentation.
- The City will prepare an O&M manual for the reclaimed water system improvements and will submit to Ecology for review.
- No date is warranted or implied for agency response or approval of submittals.

#### **Provided by the City:**

- Meeting space and attendance at the pre-construction meeting.
- Conformed for construction non-technical specifications.
- Processing payments to the contractor.
- Attendance at construction progress meetings.

#### **RH2 Deliverables:**

- Two (2) full-size hard copies and two (2) half-size hard copies of the conformed for construction plans, two (2) hard copies of the conformed for construction specifications and appendices, and one (1) PDF of the conformed for construction plans, specifications, and appendices for the contractor.
- Five (5) hard copies, one (1) PDF, and one (1) Word file (specifications) of the conformed for construction plans (half-size), specifications, and appendices for the City.
- Pre-construction meeting agenda in electronic PDF and hard copies for attendees.
- Notice to invitees of the pre-construction meeting location, date, and time.
- Pre-construction meeting minutes.
- Written responses for contractor-provided shop drawings and submittals, RFIs, change orders, and pay requests.
- CQAP submitted to Ecology and the City.
- Construction progress meeting minutes.
- Construction observation reports.
- Construction progress reports and contract time remaining statements.
- Written responses to contractor-provided testing and startup protocols and requests to contractor for correction.
- Startup checklists and summaries of startup results.
- Written punchlist to the contractor and City.
- Letter of recommendation for project acceptance.
- Construction Completion form submitted to Ecology and the City.

### **Project Schedule**

RH2 anticipates that services during construction for the improvements will begin in May 2025 with a target completion date of June 2026 for the major components of the project and October 2026 for the completion of the overall project.

# **EXHIBIT B**

Fee Estimate
Amendment No. 3
City of Snoqualmie
Reclaimed Water Distribution System
Services During Construction
Apr-25

	Description	Total Hours	Т	otal <b>RH2</b> Labor	Total Subconsultant	To	tal Expense	•	Total Cost
Task 2	Additional Project Management	120	\$	30,528	\$ -	\$	763	\$	31,291
2.1	Perform Project Management	120	\$	30,528	\$ -	\$	763	\$	31,291
Task 9	Additional Management Reserve	-	\$	-	\$ -	\$	25,000	\$	25,000
9.1	Additional Management Reserve	-	\$	-	\$ -	\$	25,000	\$	25,000
Task 13	Services During Construction	2457	\$	496,960	\$ 79,868	\$	22,081	\$	598,909
13.1	Prepare Conformed for Construction Documents	41	\$	7,670	\$ -	\$	2,042	\$	9,712
13.2	Attend Pre-Construction Meeting	16	\$	3,556	\$ -	\$	259	\$	3,815
13.3	Provide Construction Consultation and Document Review	644	\$	137,124	\$ -	\$	3,628	\$	140,752
13.4	Provide Part-Time On-Site Construction Observation	1500	\$	292,968	\$ 79,868	\$	13,036	\$	385,872
13.5	Provide Testing and Startup Observation	154	\$	34,102	\$ -	\$	2,435	\$	36,537
13.6	Provide Final Observation and Project Closeout	102	\$	21,540	\$ -	\$	682	\$	22,222
	PROJECT TOTAL	2577	\$	527,488	\$ 79,868	\$	47,844	\$	655,200

# EXHIBIT C RH2 ENGINEERING, INC. 2025 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$174	\$/hr
Professional II	\$192	\$/hr
Professional III	\$214	\$/hr
Professional IV	\$235	\$/hr
Professional V	\$252	\$/hr
Professional VI	\$270	\$/hr
Professional VII	\$295	\$/hr
Professional VIII	\$318	\$/hr
Professional IX	\$328	\$/hr
Technician I	\$136	\$/hr
Technician II	\$148	\$/hr
Technician III	\$167	\$/hr
Technician IV	\$182	\$/hr
Technician V	\$199	\$/hr
Technician VI	\$219	\$/hr
Technician VII	\$238	\$/hr
Technician VIII	\$250	\$/hr
Administrative I	\$91	\$/hr
Administrative II	\$106	\$/hr
Administrative III	\$127	\$/hr
Administrative IV	\$148	\$/hr
Administrative V	\$171	\$/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
Night Work	10.00%	% of Direct Labor
		price per mile
Mileage	IRS Rate	(or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	



# WASHINGTON STATE DEPARTMENT OF ECOLOGY WATER POLLUTION CONTROL REVOLVING FUND ENGINEERING SERVICES INSERT

Revised 10/24/14

The following clauses will be incorporated into contracts for engineering services receiving financial assistance from the Washington State Department of Ecology Water Pollution Control Revolving Fund. In the event of conflict within the contract these clauses shall take precedence

# **Compliance with State and Local Laws**

The engineering services provider (CONTRACTOR) shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

#### **State Interest Exclusion**

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

# Third Party Beneficiary

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

### **Cost Basis of Contract**

No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

# **Funding Recognition**

Documents produced under this agreement shall inform the public that the project received financial assistance from the Washington State Water Pollution Control Revolving Fund. Washington State Department of Ecology's and the EPA's logomust be on all signs and documents. Logos will be provided as needed.

## Access to the work site and to records

The CONTRACTOR shall provide for access to their records by Washington State Department of Ecology and Environmental Protection Agency (EPA) personnel.

The CONTRACTOR shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records. These records shall be separate and distinct from the CONTRACTOR's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology and EPA personnel for examination. All records pertinent to this project shall be retained by the CONTRACTOR for a period of three (3) years after the final audit.

# <u>Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary</u> Exclusion

- 1. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- 2. The CONTRACTOR shall provide immediate written notice to the Washington State Department of Ecology if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Washington State Department of Ecology for assistance in obtaining a copy of the regulations.
- 4. The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 5. The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 6. Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- 7. The CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
- 8. The CONTRACTOR agrees to keep proof in its agreement file that it and all lower tier

recipients or contractors are not suspended or debarred and will make this proof available to the Washington State Department of Ecology upon request. The RECIPIENT/CONTRACTOR must run a search in <a href="http://www.sam.gov/">http://www.sam.gov/</a> and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

### **Disadvantaged Business Enterprises**

#### General Compliance (40 CFR Part 33).

The CONTRACTOR shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

#### Non-discrimination Provision (40CFR Appendix A to Part 33).

The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

#### Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The CONTRACTOR agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The CONTRACTOR shall retain records documenting compliance with the following six good faith efforts.

- 1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at <a href="www.omwbe.wa.gov">www.omwbe.wa.gov</a> or by contacting the Washington State Office of Minority and Women's Enterprises at (866) 208-1064.
- 2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a

- contract is too large for one of these firms to handle individually.
- 5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.