

CITY OF SNOQUALMIE
AGREEMENT FOR CONSULTANT SERVICES
Contract Title: Eagle Lake Water Reclamation Basin Design Improvements

THIS AGREEMENT made and entered into by and between the CITY OF SNOQUALMIE, a Washington municipal corporation (the "City"), and RH2 Engineering, Inc., a Washington corporation ("Consultant") is dated this ____ day of _____ 2022.

Consultant Business: RH2 Engineering, Inc.
Consultant Address: 22722 29th Drive SE, Suite 210
Bothell, WA 98021

Consultant Phone: (425) 951-5400
Consultant Fax: (425) 951-5401
Contact Name: Dan Mahlum, P.E.
Contact e-mail: dmahlum@rh2.com
Federal Employee ID No.: 91-1108443

Authorized City Representative for this contract: Michael Chambless, Director of Parks and Public Works

WHEREAS, the City desires to complete an engineering report and design cross-control improvements to the Class A reclaimed water distribution system; and

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with expertise in the area of water and wastewater system planning, reservoir design, and water treatment; and

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the required services; and

WHEREAS, the city desires to engage the Consultant to prepare necessary planning and design documents for bidding and construction of cross-control improvements to the Class A reclaimed water distribution system.

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Consultant.

A. The City retains the Consultant to provide the services described in "Exhibit A" (the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

B. The City may revise the Work and the compensation only by a written Change Order signed by the authorized City representative that shall become a part of this Agreement.

C. The project manager(s) of the Work shall be Dan Mahlum. The project manager(s) shall not be replaced without the prior written consent of the City.

D. Work shall commence when the City issues a notice to proceed, and it shall be completed no later than December 31, 2024, unless the completion date is extended in writing by the City.

2. Compensation.

A. The total compensation to be paid to Consultant, including all services and expenses, shall not exceed \$106,470 as shown on Exhibit B, which shall be full compensation for the Work. Consultant shall notify the City when its requests for payment reach eighty-five percent of the total compensation.

B. The Consultant shall be paid in such amounts and in such manner as described in Exhibit B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses that are approved for reimbursement by the City in writing before the expense is incurred. If travel and/or overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

B. All requests for payment should be sent to

City of Snoqualmie
Attn: Andrew Vining, Project Engineer
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

4. Work Product.

A. The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibit A. If, after review by the City, the information is found to be unacceptable, Consultant, at its expense, shall expeditiously correct such unacceptable work. If Consultant fails to correct unacceptable work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

B. All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant's permission shall be at the City's sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice; provided, however, that in the event of a material breach of this Agreement, termination may be effective immediately or upon such date as determined by the City in its sole discretion. For purposes of this Agreement, "material breach" is defined as misfeasance, malfeasance or violation of any criminal law, ordinance or regulation. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant's material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to

the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification.

A. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Agreement; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

B. Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant's employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

C. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Consultant" includes employees, agents, representatives sub-consultants; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

D. Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.
2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile used by Consultant in the course of the Work. A statement by Consultant and approved by the City Administrator,

certifying that no vehicle will be used in accomplishing this Agreement, may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.
5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Snoqualmie, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

9. Independent Contractor. The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. City of Snoqualmie Business License. Consultant shall obtain a City of Snoqualmie business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Paragraph 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

17. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. Notices.

A. Notices to the City of Snoqualmie shall be sent to the following address:

City of Snoqualmie
Attn: Michael Chambliss, Director of Parks and Public Works
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

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

RH2 Engineering, Inc.
Attn: Dan Mahlum, PE
22722 29th Drive SE, Suite 210
Bothell, WA 98021

19. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CITY OF SNOQUALMIE, WASHINGTON By: _____ Its: Mayor Date: _____	CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity. Corporation [Consultant's Complete Legal Name] By: _____ Typed/Printed Name: _____ Its: _____ Date: _____
ATTEST: Deborah Estrada, City Clerk Date: _____	
APPROVED AS TO FORM:	

Bob C. Sterbank, City Attorney
Date: _____

Exhibit A

Scope of Work

EXHIBIT A
Scope of Work
City of Snoqualmie
Reclaimed Water Distribution System Engineering Report
November 2022

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 fed irrigation water from the Parkway/Parks Irrigation Pump Station (IPS), including City of Snoqualmie, City of Snoqualmie Stormwater, Snoqualmie Business Park Owners Association, Snoqualmie Residential Owners Association, and the Snoqualmie Ridge Joint Commission. The Golf Course irrigation system is owned and operated by the Golf Course and is separate from City operations.

The Washington State Department of Ecology (Ecology) has required the City to evaluate options to add cross-connection controls to the Class A distribution system, including separation of the City's irrigation system (not the Golf Course) from Eagle Lake to meet the requirements of the Reclaimed Water Rule. Existing water usage data will be reviewed to determine the amount of storage required and potential sites for the new reservoir. In addition, existing irrigation piping will need to be rerouted from Eagle Lake to the new reservoir facility and then to the existing IPS. The City has requested the services of RH2 Engineering, Inc., (RH2) to prepare an Engineering Report to evaluate options to improve the reclaimed water distribution system for Ecology review and approval.

This Scope of Work includes:

- **Task 1 – Reclaimed Water Engineering Report**

A scope of work and fee estimate for the following future tasks will be developed at a later date:

- **Task 2 – Reclaimed Water System Plan Update**
- **Task 3 – Preliminary Design**
- **Task 4 – Final Design**
- **Task 5 – Permitting**
- **Task 6 – Services During Bidding**
- **Task 7 – Services During Construction**

Task 1 – Reclaimed Water Engineering Report

Objective: Develop the design criteria and conceptually plan the proposed improvements. Prepare preliminary capital cost estimates. Coordinate with Ecology on the proposed infrastructure changes and submit an Engineering Report for Ecology’s approval.

Approach:

- 1.1 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 in close coordination with City staff. Document and retain information generated during the execution of the project. Prepare monthly invoices and budget status summaries.
- 1.2 Coordinate with the City and Ecology, including the following:
 - a) Attend one (1) kick-off meeting with City staff and Ecology to discuss the project’s goals. Prepare meeting agenda and minutes.
 - b) Prepare for and attend progress and coordination meetings with City staff, Ecology, and the Washington State Department of Health as requested. Prepare meeting agenda and minutes. *A total of three (3) progress meetings are assumed in the Fee Estimate, in addition to the other milestone and review meetings identified elsewhere in this Scope of Work.*
 - c) Prepare for, attend, and provide briefings for up to two (2) one (1) hour meetings with City Council and/or Public Works Committee.
- 1.3 Review existing water usage data (2019 to current day) provided by the City for the potable water, reclaimed water, and irrigation systems. Coordinate with the City’s irrigation system management company to confirm information. Analyze water demands and develop a water balance spreadsheet identifying irrigation customers and their existing and projected water usage. Summarize the preliminary alternatives for meeting the requirements of the Reclaimed Water Rule, including: keeping the irrigation system as-is; converting irrigation supply from reclaimed water to potable water; chlorinating the reclaimed water; and separating of the reclaimed water from Eagle Lake.
- 1.4 Review system hydraulics (provided by the City) on a conceptual level for the potable water, reclaimed water, and irrigation systems. Coordinate with the City’s irrigation system management company to confirm information. Identify overall system improvements to meet irrigation water conveyance goals.
- 1.5 Perform an analysis for up to three (3) alternatives to store and control reclaimed water used for irrigation. For each alternative conceptually develop the proposed improvements, perform a siting analysis, and identify modifications to existing system utilities. Attend one (1) one-site meeting with the City and Golf Course to discuss siting alternatives. *It is assumed that the siting analysis will rely on Geographic Information System (GIS) data or other City sources to identify property ownership and other land details.* Prepare feasibility-level preliminary capital cost

estimates for the proposed improvements. *It is assumed that any parks amenities on the site will be designed and cost estimated by others in a future phase of this project.*

- 1.6 Develop an Engineering Report summarizing the proposed system improvements. Submit draft report to the City for review. Incorporate City review comments and perform internal QA/QC review. Finalize the Engineering Report and submit to Ecology for project approval. Provide engineering support to the City for requesting a waiver of chlorine residual in the reclaimed water distribution system. Incorporate review comments from Ecology and finalize the Engineering Report. *It is assumed that only one (1) round of revisions for Ecology approval is required at this time. The City acknowledges that the time required to receive a response from Ecology is outside the control of RH2 and the City.*

Assumptions:

- *RH2 will rely on the accuracy and completeness of information, data, and materials provided by the City or others in relation to this Scope of Work.*
- *Park amenities associated with the proposed reservoir structure are to be designed by others in a future phase of this project.*

Provided by the City:

- Attendance at project meetings.
- Water usage data from 2019 to current.
- Potable water, reclaimed water, and irrigation system hydraulic information.
- Contact information for the irrigation system management company.
- Review comments on the draft Engineering Report.

RH2 Deliverables:

- Monthly progress reports with schedule, budget, work performed, and billed to date updates in electronic PDF.
- Attendance at project meetings.
- Meeting agenda and minutes in electronic format (PDF).
- Draft Engineering Report for City review in electronic format (PDF).
- Final Engineering Report to Ecology in electronic format (PDF).

Project Schedule

RH2 anticipates that this project will begin in January 2023 with a target completion of June 2023 for the draft Engineering Report submittal to Ecology, and December 2023 for the final Engineering Report submittal to Ecology. This assumes timely feedback and responses from the City and Ecology.

EXHIBIT B
COMPENSATION

EXHIBIT B
Fee Estimate
City of Snoqualmie
Reclaimed Water Engineering Report
Nov-22

Description		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Reclaimed Water Engineering Report	472	\$ 100,738	\$ 5,732	\$ 106,470
1.1	Provide Project Management	54	\$ 12,618	\$ 315	\$ 12,933
1.2	Project Coordination and Regulatory Meetings with Ecology and DOH	58	\$ 13,672	\$ 692	\$ 14,364
1.3	Review Existing Water Usage Data	56	\$ 11,268	\$ 1,138	\$ 12,406
1.4	Review System Hydraulics	54	\$ 10,838	\$ 980	\$ 11,818
1.5	Alternatives Analyses	150	\$ 32,130	\$ 2,015	\$ 34,145
1.6	Develop Engineering Report for Ecology Approval	100	\$ 20,212	\$ 591	\$ 20,803
PROJECT TOTAL		472	\$ 100,738	\$ 5,732	\$ 106,470

EXHIBIT C
RH2 ENGINEERING, INC.
2022 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$158	\$/hr
Professional II	\$175	\$/hr
Professional III	\$189	\$/hr
Professional IV	\$207	\$/hr
Professional V	\$223	\$/hr
Professional VI	\$236	\$/hr
Professional VII	\$253	\$/hr
Professional VIII	\$265	\$/hr
Professional IX	\$265	\$/hr
Control Specialist I	\$145	\$/hr
Control Specialist II	\$158	\$/hr
Control Specialist III	\$173	\$/hr
Control Specialist IV	\$187	\$/hr
Control Specialist V	\$200	\$/hr
Control Specialist VI	\$215	\$/hr
Control Specialist VII	\$229	\$/hr
Control Specialist VIII	\$240	\$/hr
Technician I	\$121	\$/hr
Technician II	\$131	\$/hr
Technician III	\$150	\$/hr
Technician IV	\$161	\$/hr
Technician V	\$176	\$/hr
Technician VI	\$193	\$/hr
Technician VII	\$210	\$/hr
Technician VIII	\$220	\$/hr
Administrative I	\$78	\$/hr
Administrative II	\$94	\$/hr
Administrative III	\$111	\$/hr
Administrative IV	\$131	\$/hr
Administrative V	\$151	\$/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	\$0.6250	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.