

RESOLUTION 2019-Z

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON
AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES
CONSULTANT AGREEMENT WITH RH2 ENGINEERING, INC. FOR
IMPROVEMENTS TO THE EATONVILLE WATER TREATMENT PLANT**

WHEREAS, in 2007 the Town upgraded its surface water treatment plant from slow sand filtration to membrane filtration and is ready to proceed with the next phase of the Water Treatment Plant upgrades; and

WHEREAS, the Town is in need of a professional consulting firm to do the necessary engineering work for the project; and

WHEREAS, the Town has negotiated a contract and a 5 Phase scope of work to perform the improvements; and

WHEREAS, a notice of Request for Qualifications was posted on the Town of Eatonville website and advertised in the Dispatch newspaper on June 19th and June 26th, 2019; and

WHEREAS, the Town received two RFQ's and, after holding interviews with both firms, determined that RH2 Engineering, Inc. is the most qualified; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE,
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

THAT: The Town Council approves, and the Mayor is authorized to execute on behalf of the Town, the attached professional services agreement with RH2 Engineering, Inc., for improvements to the Eatonville Water Treatment Plant not to exceed \$216,822.

Passed by the Council of the Town of Eatonville at a regular meeting this 25th day of November, 2019.

Mike Schaub, Mayor

ATTEST:

Christina Dargan, Deputy Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 20____, by and between the **Town of Eatonville, A MUNICIPAL CORPORATION** hereinafter called the "CLIENT," and the consulting firm RH2 Engineering, Inc., whose address is, 22722 29th Drive SE, Suite 210, Bothell, Washington 98021, at which work will be available for inspection, hereinafter called the "CONSULTANT."

PROJECT NAME: Water Treatment Plant Improvements

WHEREAS, the Client deems it advisable to engage the professional services and assistance of a qualified professional consulting firm to do the necessary engineering work for the project.

WHEREAS, the Consultant operates in compliance with the statutes of the State of Washington for registration of professional engineers, has a current valid corporate certificate from the State of Washington or has a valid assumed name filing with the Secretary of State, and that personnel to be assigned to the work required under this Agreement are qualified to perform the work to which they will be assigned, and that sufficient qualified personnel are on staff or readily available to the Consultant to staff this Agreement.

WHEREAS, the Consultant will perform the work set forth in the Agreement upon the terms and conditions set forth below and in the following Exhibits:

Exhibit A	Scope of Work
Exhibit B	Fee Estimate
Exhibit C	Schedule of Rates and Charges
Exhibit D	Time of Beginning and Completion

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

SCOPE OF WORK

The Consultant shall facilitate completion of the work described in **Exhibit A** which is attached hereto and incorporated into this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the Client. This item does not constitute an "Extra Work" item as related to the "Extra Work" section of the Agreement. The Consultant is entitled to rely on the accuracy and completeness of any data, information, or materials provided by the Client or others in relation to the work.

STANDARD OF CARE

The Consultant shall be held to the same standard of care as is ordinarily practiced by other similar design professionals in that discipline for comparable work provided in a similar locality.

DESIGN CRITERIA

The Client will designate the basic premises and criteria for the work needed. Reports and plans, to the extent feasible and reasonable, shall be developed in accordance with the latest edition and amendments of applicable local and State regulations, guidelines, and specifications.

OWNERSHIP OF PRODUCTS AND DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

Ownership of the source files of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced by the Consultant as a result of this Agreement, whether or not completed *or furnished*, shall remain with the Client. Upon client request, the Consultant shall provide the Client with tangible copies of the project documents in accordance with **Exhibit A**.

The Client acknowledges the Consultant's plans and specifications are instruments of professional service. The Client agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs arising out of any reuse of such plans and specifications by the Client or any third party without the written authorization of the Consultant.

Methodology, materials, software, logic, and systems developed under said Contract are the property of the Consultant, and may be used as the Consultant sees fit, including the right to revise or publish the same without limitation.

TIME OF BEGINNING AND COMPLETION

The work detailed in **Exhibit A** will be performed according to the schedule shown in **Exhibit D**. The Consultant shall not begin work under the terms of this Agreement until authorized in writing by the Client. If, after receiving Notice to Proceed, the Consultant is delayed in the performance of its services by factors that are beyond its control, the Consultant shall notify the Client of the delay and shall prepare a revised estimate of the time and cost needed to complete the Project and submit the revision to the Client for its approval, which shall not be unreasonably withheld. Time schedules are subject to mutual agreement for any revision unless specifically described as otherwise herein.

PAYMENT

The Consultant shall be paid by the Client for completed work for services rendered under this Agreement as provided hereinafter and as specified in **Exhibit B** and **Exhibit C**. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement will list actual time (days and/or hours) and dates during which the work was performed and the compensation shall be figured using the rates in **Exhibit C**. Payment for the work shown in **Exhibit A** shall not exceed \$216,822 without a written amendment to this contract, agreed to and

signed by both parties. Payment for work stated in **Exhibit A** will be calculated based on the Consultant's hourly rates stated in **Exhibit C**.

Payment for extra work performed under this Agreement shall be paid as agreed to by the parties in writing at the time the extra work is authorized. (See "EXTRA WORK").

Finance charges, computed by a "Periodic Rate" of 1% per month, which is an annual percentage rate of 12% (applied to the previous month's balance after deducting payments and credits for the current month), will be charged on all past-due amounts unless otherwise provided by law or by contract. Invoices not paid within thirty (30) days will be considered past-due.

Acceptance of final payment by the Consultant shall constitute a release of claims related to payment under this Agreement which the Consultant may have against the Client unless such claims are specifically reserved in writing and transmitted to the Client by the Consultant prior to its acceptance.

The Consultant shall keep available for inspection by the Client, for a period of three (3) years after final payment, the cost records and accounts pertaining to this Agreement and items related to, or bearing upon, these records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period starts when the Consultant receives final payment.

CHANGES IN WORK

The Consultant shall make revisions and changes in the completed work of this Agreement as are necessary to correct Consultant's errors, when required to do so by the Client, without additional compensation.

Should the Client find it desirable for its own purposes to have previously completed work or parts thereof revised, the Consultant shall make revisions, if requested and as directed by the Client in writing. This work shall be considered as "Extra Work" and will be paid for as provided in the Section "Extra Work."

EXTRA WORK

The Client may desire to have the Consultant perform work or render services in connection with the Agreement in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered as Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the Client. Any dispute as to whether work is Extra Work or work already covered under this Agreement shall be mutually resolved by the parties before the work is undertaken.

EMPLOYMENT

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Client shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the Client, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged in the work or services provided or to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of this contract, in the employ of the Client except regularly retired employees, without written consent of the Client.

NONDISCRIMINATION

The Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, gender, marital status, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment; promotions; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; and rendition of services. The Consultant understands and agrees that if it violates this Non-Discrimination provision, this Agreement may be terminated by the Client and further that the Consultant shall be barred from performing any services for the Client now or in the future, unless a showing is made satisfactory to the Client that discriminatory practices have terminated and that recurrence of such action is unlikely.

TERMINATION OF AGREEMENT

The parties reserve the right to terminate this Agreement at any time upon not less than ten (10) days written notice to the other party, subject to the Client's obligation to pay Consultant in accordance with the subparagraphs below.

- A. In the event this Agreement is terminated by the Client other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost for the work completed at the time of the termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized extra work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the Notice to Terminate unless otherwise agreed. If the accumulated payment made to the

Consultant prior to the Notice of Termination exceeds the total amount that would be due as set forth herein above, including any and all extra work, then no final payment shall be due and the Consultant shall immediately reimburse the Client for any excess paid.

- B. In the event the services of the Consultant are terminated by the Client for actual fault on the part of the Consultant, the above stated formula for payment shall not apply. In such an event the amount to be paid shall be determined by the parties with reasonable consideration given to: the actual costs incurred by the Consultant in performing the work to the date of termination; the amount of work originally required which was completed by the Consultant in accordance with the standard of care stated herein prior to the date of termination; the cost to the Client of employing another firm to complete the remaining work required and the time which may be required to do so; and other factors which affect the value of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if the formula set forth in subsection A had been applied.
- C. The Consultant reserves the right to suspend performance of the work in the event of nonpayment by Client for invoices furnished in accordance with the Payment provisions as listed herein. In the event that Consultant suspends performance of the work, the Consultant and the Client shall make a good faith effort to resolve the matter of nonpayment. Consultant shall resume work once such resolution is reached and payment is received in full.
- D. In the event this Agreement is terminated prior to completion of the work, the Consultant shall retain ownership of the source files for all plans, reports, and documents prepared by the Consultant prior to termination. The Client shall be provided with tangible and electronic copies of the documents in accordance with the "Ownership of Products and Documents to be Furnished by the Consultant" section of the Agreement herein.

DISPUTES

The parties shall make a good faith effort to resolve disputes concerning questions of facts in connection with work prior to initiating legal action. In the event that either party institutes legal action or proceedings to enforce any of its rights in this Agreement, both parties agree that any such action shall be brought in the courts of the State of Washington, situated in Pierce County. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

LEGAL RELATIONS

The Consultant shall comply with all federal, state and local laws and ordinances directly applicable to the work to be done under this Agreement. This contract shall be interpreted and construed in accordance with the laws of Washington.

Consultant shall indemnify and hold the Client and all of its affiliates, officers, directors, employees, successors and assigns harmless from and against any and all claims, demands, damages, lawsuits (including professional service liens), expenses or other costs including reasonable attorney's fees (hereinafter "Claim", or collectively "Claims") incurred or sustained which arise from the Work described in Exhibit A, to the extent that any such Claims are attributable to the fault of Consultant, its employees, agents or contractors. For the purpose of this Agreement, the term "fault" shall be defined in accordance with RCW 4.22.015. Where a Claim arises from concurrent fault of the Parties, Consultant's agreement to indemnify and hold the Client harmless under this Agreement shall be valid and enforceable only to the extent of the respective fault of Consultant, as well as its employees, agents, or contractors.

The Consultant shall secure general liability, property damage, auto liability, and professional liability coverage in the amount of \$1.0 million, with a General Aggregate in the amount of \$2.0 million, unless waived or reduced by the Client. The Consultant shall submit to the Client a completed Standard ACORD Certification Form as proof of insurance. This Form shall name the Client as an additional insured for Consultant's applicable insurance policies. The Consultant's insurance coverage shall be primary insurance with respect to the Client. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the policy, and proof of this extended reporting period shall be provided to the Client.

All coverages provided by the Consultant shall be in a form and underwritten by a company acceptable to the Client. The Client will normally require carriers to have a minimum A.M. Best rating of A VII. The Consultant shall keep all required coverages in full force and effect during the life of this project, and a minimum of thirty (30) days' notice shall be given to the Client prior to the cancellation of any policy.

The Consultant shall verify, when submitting the first payment invoice and annually thereafter, possession of a current business license while conducting work for the Client. The Consultant shall require, and provide verification upon request, that subconsultants participating in a Client project possess a current business license.

The Consultant's relation to the Client shall be at all times as an independent contractor. The Consultant, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to Client's employees. The Consultant, subcontractors, agents and employees shall not have the authority to bind Town any way except as may be specifically provided herein.

Any liability incurred by the Consultant as a result of this Agreement is limited to the fee amount as stipulated within the Payment terms herein, or \$2.0 million dollars, whichever is greater.

SUBLETTING OR ASSIGNING OF CONTRACTS

The Consultant shall not sublet or assign any of the work covered by this Agreement without the express consent of the Client.

ENDORSEMENT OF PLANS

The Consultant shall place their certification on plans, specifications, estimates, or other engineering works produced by them in accordance with RCW 18.43.070.

COMPLETE AGREEMENT

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. Any supplements to this Agreement will be mutually agreed upon in writing and will become part of this Agreement. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representations, promise, or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment or "Extra Work" authorization to this Agreement.

The invalidity or unenforceability of any provision in this Agreement shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

EXECUTION AND ACCEPTANCE

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

APPROVED - SIGNATURE

Richard L. Ballard

PRINT NAME

Director

TITLE

DATE
RH2 Engineering, Inc., 22722 29th Drive SE, Suite 210, Bothell, WA 98021

APPROVED - SIGNATURE

PRINT NAME

TITLE

DATE
Town of Eatonville, PO Box 309, Eatonville, WA 98328

EXHIBIT A
Scope of Work
Town of Eatonville
Water Treatment Plant Improvements
Predesign, Design, Permitting, and Services During Bidding and
Construction
November 2019

Background

In 2007, the Town of Eatonville (Town) upgraded its surface water treatment plant (WTP) from slow sand filtration to membrane filtration. The treatment capacity is currently 1.0 million gallons per day (MGD) with two membrane skids, with room to install a third membrane skid. As part of the previous WTP upgrades, one of the four original slow sand filter basins was converted into a chlorine contact basin and two basins were converted into clear well storage with an estimated storage capacity of 232,000 gallons. The fourth slow sand filter basin was decommissioned with plans for use as a future clear well.

The Town is now ready to proceed with the next phase of the WTP upgrades, which includes the addition of the third membrane filtration skid and conversion of the fourth slow sand filter basin into additional clear well storage. The Town has retained RH2 Engineering, Inc., (RH2) to perform the preliminary design, final design, permitting, services during bidding, and services during construction tasks of the proposed WTP improvements. The work described below will be performed up to the amounts included in the attached **Fee Estimate (Exhibit B)**; if additional effort is needed, the Town and RH2 will mutually determine that extra work.

This Scope of Work includes:

- Task 1: Preliminary Design
- Task 2: Permitting
- Task 3: Final Design
- Task 4: Services During Bidding
- Task 5: Services During Construction

Project Understanding and Assumptions

The following outlines RH2's understanding of the project requirements and the assumptions used in preparing this Scope of Work.

1. *The majority of the proposed improvements will be located within the footprint of existing structures and will not require significant site work or site work within critical areas. No critical areas mitigation is planned.*

2. *It is assumed that the Town will handle all Town-based permitting tasks and agency coordination, including any critical areas and/or building department requirements. If the Town requires additional assistance with agency coordination and preparing application packages, then a contract amendment will be mutually negotiated at that time for additional permitting services.*
3. *The Town desires to install the third treatment skid primarily to improve WTP reliability. The third skid is expected to be nearly identical and manufactured by the same company as the original equipment (US Filter/Evoqua). While the addition of the third skid will increase the installed treatment capacity to 1.5 MGD, the Town's water supply is limited, and during peak demand periods can generally not supply more than 1.0 MGD to the WTP. Therefore, it is assumed that the WTP rating will remain at a firm treatment capacity of 1.0 MGD.*
4. *The fourth slow sand filter basin is in a condition that is suitable for re-purposing (in-place and with limited structural improvements) as a third clear well. Conversion of the basin to a clear well may add up to 114,000 gallons of storage capacity to the distribution system.*
5. *RH2 will rely on the accuracy and completeness of information, data, and materials generated or provided by the Town or others in relation to this Scope of Work.*
6. *All deliverables will be provided in electronic (PDF) format unless otherwise noted. Hard copies of plans, where provided, will be in half-size (11-inch by 17-inch) format, unless otherwise noted.*
7. *The Town will pay all permitting, advertisement, and bidding fees directly.*

Task 1 – Preliminary Design

Objective: Prepare a Project Report documenting the WTP expansion based on Washington Administrative Code (WAC) 246-290-110 requirements for submission to the Washington State Department of Health (DOH). The Project Report will document the project background and objectives, the baseline performance of the existing treatment system, and any anticipated changes with the addition of the third skid.

Approach:

- 1.1 **Perform Site Visit:** Perform site visit. Review and summarize existing WTP process data provided by the Town.
- 1.2 **Coordinate with DOH and Prepare Draft Project Report:** Coordinate with DOH regarding its expectations for documenting the proposed WTP expansion and implementing the improvements. Prepare a draft Project Report describing the third skid and additional clear well improvements and related design considerations and construction phasing implementation. Negotiate a sole-source price with the membrane skid manufacturer. Perform internal quality assurance and quality control (QA/QC) review and submit the draft Project Report to the Town for review and comment.

1.3 Review Draft Project Report with Town: Prepare meeting agenda and attend one (1) meeting with the Town to review and discuss the Town's comments on the draft Project Report and WTP expansion improvements. Prepare meeting minutes.

Provided by Town:

- Access to WTP during site visit.
- The latest twelve (12) months of existing treatment plant process data.
- Assistance in negotiating and documenting sole-source procurement of equipment.
- Attendance at draft Project Report meeting.
- Written review comments on draft Project Report.

RH2 Deliverables:

- Site visit to review existing infrastructure.
- Draft Project Report in electronic (PDF) format.
- Attendance at draft Project Report meeting.
- Project report meeting agenda and minutes.

Task 2 – Permitting

Objective: Submit the Project Report created in Task 1 to DOH. Coordinate with DOH, and if necessary, respond to DOH review comments by letter.

Approach:

2.1 Submit Project Report to DOH: Prepare application and submit the finalized Project Report to DOH. Compose a letter responding to review comments from DOH, if necessary.

2.2 Submit Construction Documents to DOH: Prepare application and submit the finalized construction documents to DOH. Compose a letter responding to review comments from DOH, if necessary.

Assumptions:

- *It is assumed that there will be only one (1) round of review comments from DOH for each submittal.*
- *Acceptance of permit submittals is beyond the control of RH2 and the Town, and no date is warranted or implied for DOH response or acceptance.*

Provided by Town:

- Payment of all permit application fees.

RH2 Deliverables:

- Two (2) hard copies and one (1) electronic copy of the final Project Report for DOH submittal.

- Two (2) hard copies and one (1) electronic copy of the final construction documents for DOH submittal.
- Written email response to DOH comments, if needed.
- Application for DOH Project Report and plan review submittal.

Task 3 – Final Design

Objective: Prepare plan and specification documents required for a complete set of bid documents. Provide plans, specifications, and a construction cost estimate to the Town at the 90-percent milestone for review and feedback.

Approach:

- 3.1 Prepare Mechanical and Site Design: Prepare 90-percent mechanical and site design, including final layout and piping modifications, for the installation of the third membrane skid and construction of the third clear well. Identify existing WTP demolition/retrofits required for the proposed improvements.
- 3.2 Prepare Structural Design: Prepare 90-percent structural design and calculations to convert the existing fourth slow sand filter basin into a third clear well. Perform site visit to observe the condition of the existing basin structure and design retrofits to reduce leakage (*it is assumed that this site visit will be combined with Task 1.1*). Identify and design structural retrofits (if required) for the third membrane filtration skid inside the WTP.
- 3.3 Prepare Electrical and Telemetry Design: Prepare 90-percent electrical, instrumentation, and control design, including electrical distribution design, process and instrumentation control, and telemetry systems to interface with the Town's existing system.
- 3.4 Prepare Construction Phasing Plan: Prepare a phasing plan for the construction of the planned system improvements to maintain operation of the WTP throughout construction. Identify periods when construction can occur, when unit processes of the WTP would need to be shut down, and how the treatment plant can maintain operation during construction.
- 3.5 Prepare Specifications: Develop 90-percent non-technical (front-end) and technical specifications. Provide the advertisement to bidders; instructions to bidders; general conditions; construction contract; insurance provisions; and other typical forms used for the bidding and engagement of public works contracts. Prepare Division 1 (general) through Division 18 (measurement and payment) of the technical specifications. *It is assumed that the front-end documents will be based on the Engineers Joint Contract Documents Committee (EJCDC) bid and contract documents as modified by RH2. It is assumed that RH2 will use its in-house modified Construction Specification Institute (CSI) specifications for the technical portion of the specifications.*
- 3.6 Prepare Engineer's Estimate: Prepare engineer's opinion of probable construction cost (OPCC) based on 90-percent design documents.

- 3.7 Submit 90-Percent Design Documents to Town: Submit the 90-percent design plans, specifications, and OPCC to the Town. Prepare meeting agenda and attend one (1) meeting with the Town to discuss 90-percent review comments. Prepare meeting minutes.
- 3.8 Perform Internal QA/QC: Perform internal QA/QC review of the 90-percent design plans and specifications.
- 3.9 Update Design Documents for Agency Review and Permitting: Incorporate Town and QA/QC review comments into plans and specifications. Prepare construction documents for agency review and permitting, including DOH plan review and Town Building Permit.
- 3.10 Prepare Bid-Ready Design Documents: Incorporate final comments and permitting conditions into the plans and specifications. Prepare bid-ready plans and specifications and final OPCC estimate.

Provided by the Town:

- Attendance at 90-percent design review meeting.
- Written review comments on 90-percent design documents.
- Input regarding WTP shut downs and construction sequencing.

RH2 Deliverables:

- 90-percent design plans, specifications, and OPCC estimate.
- Attendance at 90-percent design review meeting.
- 90-percent design review meeting agenda and minutes.
- Bid-ready plans, specifications, and OPCC estimate.

Task 4 – Services During Bidding

Objective: Assist the Town with the advertisement and bidding of the project.

Approach:

- 4.1 Prepare and Submit Advertisement and Post Bid Documents: Prepare the advertisement and submit to the Town for review and approval. Prepare and post the bid documents and advertisement to the Builder's Exchange of Washington (BXWA). *It is assumed that the Town will pay any advertisement fees directly.*
- 4.2 Respond to Questions from Bidders: Respond to bidders' technical questions, as needed during the bidding process. *It is assumed that the Town will respond to procedural questions.*
- 4.3 Attend Pre-Bid Meeting: Attend one (1) pre-bid meeting, including a site visit with Town and potential bidders.
- 4.4 Prepare and Issue Addendum: Prepare up to one (1) addendum in electronic format for the Town to distribute to plan holders.

4.5 Review Project Bids and Provide Recommendation: Compile bid results, review the lowest three (3) bids, check references for lowest bidder, and prepare letter of recommendation of award to the Town. *It is assumed that the Town will handle bid award and construction contract execution.*

Assumptions:

- *The Town will be responsible for submitting advertisement to the appropriate publications and paying all associated fees directly. The bid documents will be distributed by an on-line plancenter (e.g. BXWA or similar) and no hard copies will be provided to bidders.*
- *The Town will take the lead role during bidding, will receive all bidder questions, and will record them for forwarding to RH2 at the Town's discretion.*
- *The Town will conduct the bid opening. It is assumed that RH2 will not attend.*

Provided by the Town:

- Post electronic bid documents on the Town's website.
- Receive and record questions from bidders.
- Submit bids to RH2 for bid tabulation.
- Bid award and execution.
- Production of construction contract execution documents.

RH2 Deliverables:

- Responses to bidder technical questions transmitted by the Town to RH2.
- Up to one (1) addenda.
- Bid tabulation and recommendation of award letter.

Task 5 – Services During Construction

Objective: Provide professional services to the Town during construction of the WTP improvements.

Approach:

5.1 Prepare and Provide Construction Contract Documents: Incorporate addenda changes made to the plans and specifications during the bidding process, and issue conformed for construction documents. Produce and distribute up to seven (7) sets of construction drawings (half-size) and specifications, and two (2) full-size plan sets for use by the contractor, the Town, and RH2. *This task assumes that the documents will be distributed as follows: two (2) full-size plans, three (3) half-size plans, and three (3) specifications for contractor use; two (2) half-size plans and two (2) specifications each for Town and RH2 use.*

5.2 Attend Pre-Construction Conference: Prepare for and attend the pre-construction conference, including preparation and distribution of meeting invitations and agenda. Review roles of the engineer, Town, contractor, and other agencies involved in the project. Discuss

- general construction contract provisions and review project observation and reporting responsibilities of the engineer and the Town. Describe Labor Standards requirements, prevailing wage rates, apprentices and trainees, fringe benefits, weekly payroll, and on-site employee interviews. Distribute forms such as certified payroll, posters, and prevailing wage rates to the contractor and subcontractor. Prepare meeting minutes and maintain a record in the project file.
- 5.3 Provide Construction Consultation and Document Review: Consult with the Town 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 Town accepting or rejecting each shop drawing and reviewed catalog submittal. Review written requests for information (RFIs) and change order proposals, and provide written responses to the contractor and the Town. *This subtask assumes that RH2 will provide up to eight (8) hours per week of construction contract administrative support services based on a ten (10) week construction schedule. Services will include project management, as well as regular communications and coordination between RH2 and Town/contractor staff during construction, identifying upcoming technical issues/needs, as well as the scheduling, coordination, and administration of RH2 staff and resources. It is assumed that the Town will be primarily responsible for construction contract administration and processing contractor pay requests.*
- 5.4 Provide On-Site Construction Observation: Provide part-time observation of the construction work in progress to evaluate construction progress and conformance with the construction documents. Prepare construction observation reports, including relevant photographs. Attend on-site construction meetings and respond to engineering field questions. Prepare progress reports, including contract time remaining statements. Retain the services of a certified testing company as a subconsultant for material testing and special inspection. *It is assumed that part-time construction observation includes, on average, approximately ten (10) hours per week for the primary observer for four (4) weeks of construction observation.*
- 5.5 Assist with DWSRF Funding Compliance: Assist the Town in administering the Drinking Water State Revolving Fund (DWSRF) requirements and provide related documentation throughout construction. Compare contractor's work classifications with federal wages and request additional classifications and wage rates through the Contracts Administration Unit (CAU). Review pay requests from the contractor per DWSRF requirements. Forward approved pay requests to the Town for processing. Conduct wage rate interviews with construction staff during each pay period to review that contractor staff are paid according to the wage rates and that overtime hours and fringe benefits are administered correctly. Prepare documentation and gather the American Iron and Steel certifications per DWSRF requirements. Maintain project records to document financial, monitoring, and inspection transactions and progress reviews throughout construction. Copies of weekly certified payrolls, corrected certified payrolls, correspondence and resolution of overtime violations, and copies of employee interviews shall be maintained in the project file for the life of the loan as defined by the loan agreement, plus an additional six (6) years.

- 5.6 Assist in Startup, Testing, and Project Closeout: Coordinate with the contractor, the Town, and manufacturer representatives of the third membrane filtration skid for the scheduled testing and startup activities. This coordination will include the review and supplementation of the testing protocols developed by the contractor and manufacturer's representative, and review of the tests and corrections. During startup, document activities and coordinate with the contractor per their compliance with the plans and specifications. Notify the contractor and the Town of work that has not been completed by the contractor and discuss contractor rectification. Attend final on-site walkthrough with Town staff, prepare a letter of recommendation for project acceptance for the Town, and prepare the DOH construction completion report (CCR) for the portion observed by RH2 staff. Submit approved CCR or construction approval letter to CAU prior to closing out the project to comply with DWSRF requirements. To finalize the closeout process, submit a project completion amendment to CAU through the Public Works Board online forms. This report must be signed by the Town and submitted to CAU.
- 5.7 Prepare Record Drawings: Provide record drawings representative of the as-constructed project. Record drawings will be completed based upon contractor redlined markups to conformed for construction drawings. Provide record drawings in PDF format for Town records.

Provided by the Town:

- Final completion and closeout of contract with the contractor.

RH2 Deliverables:

- Conformed for construction drawings and specifications, in PDF and hardcopy format as noted in subtask 5.1.
- Pre-construction meeting invitations, agenda, and minutes in electronic format.
- Submittal and shop drawings review and documentation in PDF format.
- RFIs and change orders review and documentation, if required.
- Construction observation and correspondence with the Town and the contractor, as requested, within the budgeted hours authorized. Construction observation reports from site visits.
- Progress reports, including contract time remaining statements.
- Review and recommendation of contractor requests for payment.
- Work classification and payroll review.
- Wage rate interviews with contractor staff.
- Documentation maintenance of DWSRF compliance records.
- Project completion amendment to CAU.

- DOH Construction Completion Report and project closeout.
- Letter recommending project acceptance.
- Record drawings.

EXHIBIT B

Fee Estimate

Town of Eatonville

Water Treatment Plant Improvements

Nov-19

Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification					
Task 1 Preliminary Design	116	\$ 20,752	\$ -	\$ 1,786	\$ 22,538
Task 2 Permitting	22	\$ 3,586	\$ -	\$ 198	\$ 3,784
Task 3 Final Design	377	\$ 66,626	\$ -	\$ 6,879	\$ 73,505
Task 4 Services During Bidding	63	\$ 12,507	\$ -	\$ 442	\$ 12,949
Subtotal for Design, Permitting, and Bidding Tasks	578	\$ 103,471	\$ -	\$ 9,304	\$ 112,775
Task 5 Services During Construction	508	\$ 87,068	\$ 11,500	\$ 5,479	\$ 104,047
Subtotal Services During Construction Tasks	508	\$ 87,068	\$ 11,500	\$ 5,479	\$ 104,047
PROJECT TOTAL	1086	\$ 190,539	\$ 11,500	\$ 14,783	\$ 216,822

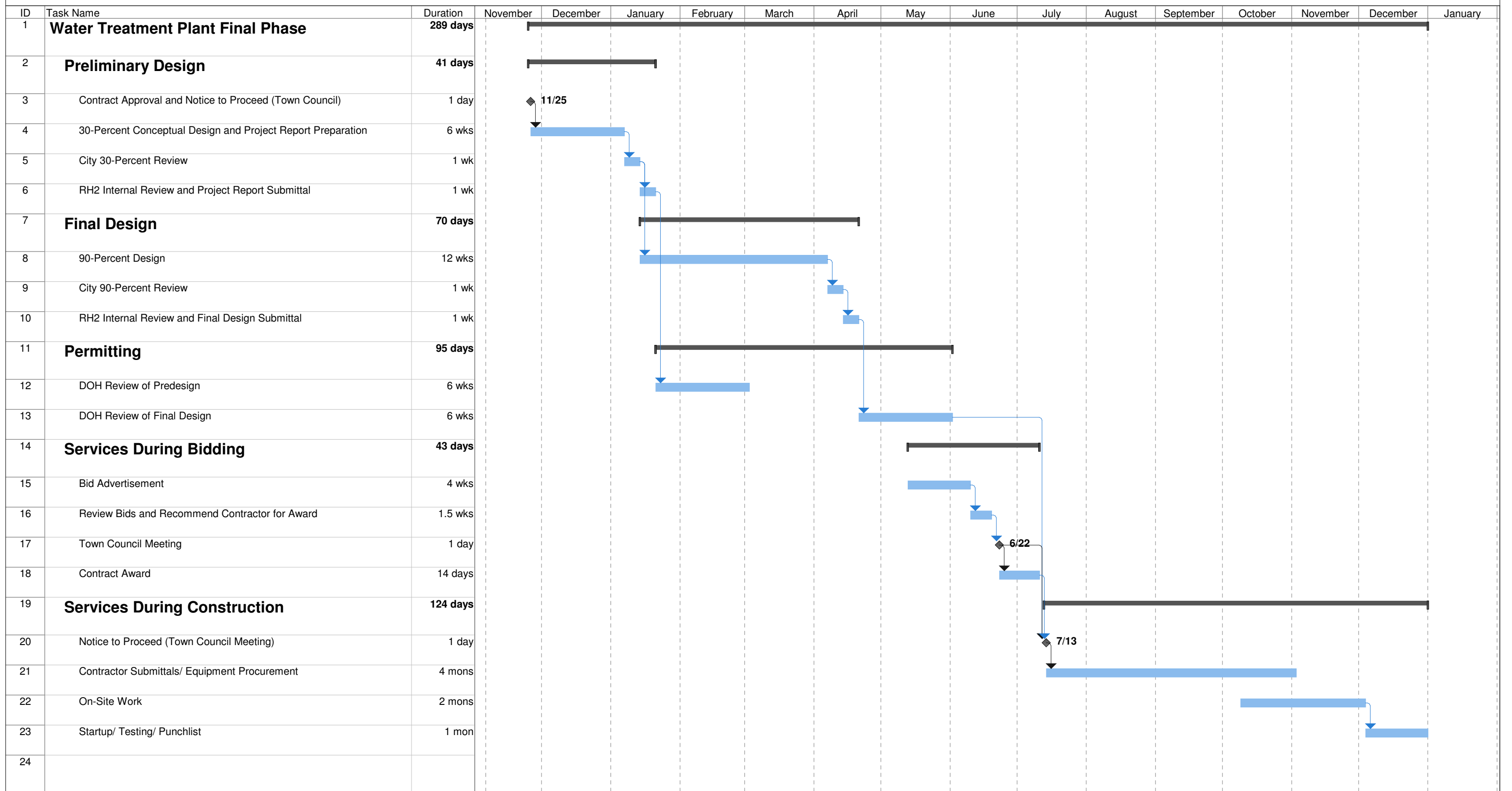
EXHIBIT C
RH2 ENGINEERING, INC.
2019 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$148	\$/hr
Professional II	\$161	\$/hr
Professional III	\$175	\$/hr
Professional IV	\$185	\$/hr
Professional V	\$200	\$/hr
Professional VI	\$213	\$/hr
Professional VII	\$231	\$/hr
Professional VIII	\$240	\$/hr
Professional IX	\$240	\$/hr
Control Specialist I	\$134	\$/hr
Control Specialist II	\$145	\$/hr
Control Specialist III	\$158	\$/hr
Control Specialist IV	\$169	\$/hr
Control Specialist V	\$180	\$/hr
Control Specialist VI	\$192	\$/hr
Control Specialist VII	\$208	\$/hr
Control Specialist VIII	\$216	\$/hr
Technician I	\$110	\$/hr
Technician II	\$119	\$/hr
Technician III	\$137	\$/hr
Technician IV	\$146	\$/hr
Technician V	\$160	\$/hr
Technician VI	\$175	\$/hr
Technician VII	\$190	\$/hr
Technician VIII	\$200	\$/hr
Administrative I	\$72	\$/hr
Administrative II	\$84	\$/hr
Administrative III	\$101	\$/hr
Administrative IV	\$119	\$/hr
Administrative V	\$137	\$/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	\$0.580	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

EXHIBIT D

Town of Eatonville - Water Treatment Plant Improvements Schedule



Client: Town of Eatonville Project Name: WTP Improvements Project No:	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Progress	
	Split		External Tasks		Inactive Summary		Manual Summary		Deadline	
	Milestone		External Milestone		Manual Task		Start-only			
	Summary		Inactive Task		Duration-only		Finish-only			