



# MONROE CITY COUNCIL

## Agenda Bill No. 16-033

<b>SUBJECT:</b>	<b>Authorize Mayor to Sign Consultant Agreement with RH2 for design of the Powell Street Sewer Project</b>
-----------------	--

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
03/15/2016	Public Works Design & Construction	Jim Gardner	Brad Feilberg	<b>Consent Agenda #5</b>

**Discussion:** 01/19/2016, 03/15/2016

**Attachments:** 1. Local Agency Consultant Agreement

**REQUESTED ACTION:** Authorize Mayor to sign the Consultant Agreement with RH2 for design of the Powell Street Sewer Project, and expressly authorize further minor revisions as deemed necessary or appropriate.

### DESCRIPTION/BACKGROUND

The City of Monroe desires to decommission an existing aged water main and sewer main from an old, abandoned alley easement. This project location is in the middle of the block bordered by Park Street (east), S. Kelsey Street (west), Powell Street (north), and Terrace Street (south). Some existing structures are very close to these utilities, presenting risk should the utilities fail.

The project scope includes constructing new sewer and water mains in public streets (Powell Street and Park Street), and redirect the affected residential utility connections to these new mains.

RH2 Engineering, Inc. (RH2), has been selected to prepare project construction documents (plans and specifications), lead public outreach efforts for stakeholder awareness and design input, and assist the City with project's contractor bidding phase. There is also an option for RH2 to assist during construction. Construction assistance will be determined at the conclusion of the bidding phase, and if optioned a new scope of work and corresponding fee will be determined at that time.

### IMPACT – BUDGET

The requested expenditure to fund the consultant agreement (plus contingency) for the Powell Street Sewer Project is \$65,000. This amount will be shared approximately 50/50 between the Sewer Capital Fund (422) and the Water Capital Fund (412).

### TIME CONSTRAINTS

The proposed project schedule includes having the design completed by June 2016 for construction later in the summer/fall of 2016. The design development phase timeline is tight and as such the consultant needs to start as soon as possible to meet this schedule.

<b>CONSULTANT AGREEMENT</b>	
<b>PROJECT TITLE AND IDENTIFICATION NUMBER</b> <span style="float: right;">1</span> Powell Street Sewer Replacement Project	<b>WORK DESCRIPTION</b> <span style="float: right;">2</span> Prepare project design documents, conduct public outreach, with the option of support during construction.
<b>CONSULTANT</b> <span style="float: right;">3</span> RH2 Engineering, Inc. 22722 29th Drive SE, Suite 210 Bothell, WA 98021	<b>CONSULTANT CONTACT NAME, AND TELEPHONE NO.</b> <span style="float: right;">4</span> John Hendron, P.E. 425-951-5326 jhendron@rh2.com
<b>FEDERAL I.D. NO.</b> <span style="float: right;">5</span> 91-1108443	<b>BUDGET OR FUNDING SOURCE</b> <span style="float: right;">6</span> 422-000-120-594-35-65-00 412-000-120-594-34-65-00
<b>PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO.</b> <span style="float: right;">7</span> Jim Gardner, P.E. 806 West Main Street Monroe, WA 98272 360-863-4542 jgardner@monroewa.gov	<b>MAXIMUM AMOUNT PAYABLE, IF ANY</b> <span style="float: right;">8</span> \$65,000.00
<b>COMPLETION DATE</b> <span style="float: right;">9</span> December 31, 2016	<span style="float: right;">10</span> <input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input checked="" type="checkbox"/> Time and Materials/Not to Exceed

{JZL878879.DOC;4\13011.900000\ }

THIS AGREEMENT is entered into on \_\_\_\_\_, 2016 between the City of Monroe, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. 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 specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the

{JZL878879.DOC;4\13011.900000\ }

total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits.

{JZL878879.DOC;4\13011.900000\ }

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The CONSULTANT's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees.

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 hereunder shall be only to the extent of the CONSULTANT's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANT's obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

The provisions of this section shall survive the expiration or termination of this agreement.

9. Insurance. 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 work hereunder by the CONSULTANT, its agents, representatives, or employees.

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned,  
{JZL878879.DOC;4\13011.900000\ }

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. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or equivalent and shall cover liability arising from premises, operations, 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 work performed for the CITY.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability Professional liability insurance appropriate to the CONSULTANT's profession.

B. 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.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

The CONSULTANT's insurance coverage shall be primary insurance as respect the City. Any

{JZL878879.DOC;4\13011.900000\ }

insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

D. Acceptability of Insurers.

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

E. No Limitation.

The CONSULTANT's maintenance of insurance as required by this 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 equity.

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

The provisions of this section shall survive the expiration or termination of this agreement.

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as

{JZL878879.DOC;4\13011.900000\ }

of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-23), the terms of Sections 1-23 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not

{JZL878879.DOC;4\13011.900000\ }

constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the Snohomish County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. Code of Ethics. The CONSULTANT and all subconsultants/subcontractors shall also comply with the Monroe Code of Ethics (Exhibit E), Chapter 2.52 MMC. Any violation of Chapter 2.52 MMC by the CONSULTANT or any of its subconsultants/subcontractors shall be considered a material breach of this Agreement.

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

22. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.

23. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

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

{JZL878879.DOC;4\13011.900000\ }

CONSULTANT: RH2 Engineering, Inc.

CITY OF MONROE:



\_\_\_\_\_  
Geoffrey Thomas, City Mayor

By: Tony V. Pardi

ATTEST/AUTHENTICATED:

Title: President

\_\_\_\_\_  
Elizabeth M. Smoot, CMC, City Clerk

{JZL878879.DOC;4\13011.900000\ }

**EXHIBIT A**

**SCOPE OF WORK**

{JZL878879.DOC;4\13011.900000\ }

**EXHIBIT A**  
**Scope of Work**  
**City of Monroe**  
**Powell Street Sewer Replacement**  
March 2016

---

**Background**

The City of Monroe (City) desires to relocate an active 4-inch-diameter water main and an 8-inch-diameter vitrified clay sewer pipe from an old abandoned alley easement. The 480 linear feet of existing water and sewer main runs in an east-west direction mid-block between Park and Kelsey Streets and Powell and Terrace Streets. It appears that wood-framed structures have been built over these pipelines. Damage could occur to these existing structures if the water main breaks and causes flooding beneath the foundations. If the sewer line cracks and pipes soil from beneath the foundations, a structure could collapse. In addition, it is difficult for the City's maintenance staff to access the pipelines for inspections and repairs. For these reasons, the City wishes to move the water and sewer mains into the adjacent rights-of-way.

Below are the following tasks RH2 Engineering, Inc., (RH2) will perform to determine an alignment, inform the public, and design the proposed improvements with the intention of completing the work by the end of October 2016.

**Task 1 – Water and Sewer Main Route Selection and Public Outreach – Phase 1**

**Objective:** Select alignments for the proposed water and sewer mains, and inform residents along Powell Street of the work being planned for this summer.

**Approach:**

- 1.1 Prepare a one-page project information flyer for the properties located within the block bounded by Park, Powell, Kelsey, and Terrace Streets (PPKT Block) generally describing the necessary work, requesting right-of-entry agreements, and announcing an information meeting. *The City will determine recipient names and addresses and mail the informational flyer.*
- 1.2 Collect preliminary design data prior to selecting alignments for the proposed sewer and water mains. *Specifically, existing easements, locations of existing water and sewer services for 4 existing homes, other utilities and clear spaces between homes for potential pipeline alignments must be identified before route selection for the new water and sewer services can proceed. This work will occur during a field visit by RH2 and a field visit by our subconsultant, Harmsen & Associates (Harmsen).*
- 1.3 Prepare schematic drawings for one alignment each for the relocated water and sewer mains, in collaboration with the City. *It is assumed that the proposed water main will extend approximately 210 feet along Powell Street east of Park Street. This new water main will then extend approximately 150 feet south along the existing access easement between 620 and 614 Powell Street. Similarly, a new gravity sewer will be designed from the existing sewer in Powell Street along the access easement 150 feet southward.* Preliminary construction cost estimates of the proposed improvements, including abandonment of the existing easement lines between Park and Kelsey, will be prepared.
- 1.4 Conduct an open house informational meeting to apprise property owners on Powell Street and within the PPKT Block of the upcoming construction. Prepare PowerPoint presentation to show anticipated construction, schedule, and possible construction impacts to homeowners adjacent to

the work. Respond to questions at the meeting. *It is anticipated that one meeting during the initial phase will be sufficient and no additional follow up will be required before or during design.*

**Information and Participation Needed from the City:**

- Typical Right-of-Entry form for the City's citizens to sign giving permission for a land surveyor to enter their property for the purpose(s) of data collection, including collecting building finished floor elevations and determining location of sewer services. Receipt of this document is urgent.
- Mailing of notice to residents on the PPKT Block, procurement of meeting space, and attendance at open house meeting.
- Record drawings of existing sewer and water mains in the PPKT Block.
- Side sewer and water service location records (and easements, if any) for all customers within the PPKT Block.
- Meeting with RH2 at project site to perform field reconnaissance and to apprise RH2 of alignments considered to date.
- Copy of the City's water system distribution hydraulic model.

**RH2 Deliverables:**

- Graphic of PPKT Block illustrating selected alignments and preliminary design.
- Informational flyer explaining upcoming work and notice of meeting to residents in interior of PPKT Block.
- Attendance at open house meeting.

**Task 2 – Design, Bidding, and Public Outreach – Phase 2**

**Objective:** Prepare design plans, bid documents, and specifications to be used to solicit bid proposals and as a basis for construction. Inform property owners adjacent to the project of the upcoming construction.

**Approach:**

- 2.1 Subcontract with Harmsen to perform a topographic survey along the selected water and sewer main alignments. Prepare project base map and proposed utility easements.
- 2.2 Prepare a summary of the soils most likely to be encountered, based on a desktop analysis of existing resources.
- 2.3 Prepare plans, technical specifications, bid schedule, bid item pay descriptions and advertisement for bids. It is assumed that the City will provide a template of their standard construction contract in Microsoft Word for RH2 to modify as the contract documents. Submit documents to the City at the 60-percent and 90-percent design levels for City review. *Plans will include plan and profile views of sewer mains, plan views of water mains, details of water and sewer appurtenances, and special construction items. A traffic control plan for Powell and Kelsey Streets and a temporary erosion and sediment control plan for the project will also be prepared.* Finalize plans, specifications, and bidding phase contract documents, incorporating the City's 60 and 90-percent review comments.

- 2.4 Create a webpage to be uploaded by the City on the City's website for the project to convey estimated construction start and end times, and draft plans.
- 2.5 Conduct an open house once the construction contract is awarded to introduce the contractor, explain the specifics of the project and understand neighbor concerns.
- 2.6 Coordinate preparation of final easement documents with Harmsen for installation of the mains and services outside of the current rights-of-way. Approach property owners from whom easements are required via phone, property visit or email to request easement. *It is assumed that appraisals to place valuations on easements will not be needed. It is further assumed that four (4) easements will be needed and that easement procurement can be concluded after five (5) hours of negotiation per each.*
- 2.7 Assist with the bidding phase, including providing production ready bid documents, responding to contractor questions, preparation of up to one (1) addendum, if needed, and coordination with Quest CDN to post the plans and specifications on their site.

**Assumptions:**

- *Easement documents will be prepared by RH2 and Harmsen.*
- *Grading and right-of-way permits will be obtained by the City.*
- *The City will handle bidding and construction contract award items not listed in RH2's tasks.*

**Information and Participation Needed from the City:**

- Review of 60- and 90-percent plans, specifications, and cost estimate.
- Template of the City's standard construction contract and bidding documents (if the City has a standard) in Microsoft Word format.
- City of Monroe standard easement agreement form in Microsoft Word format.
- Mailing of notice to residents within the PPKT Block, procurement of meeting space, and attendance at an open house meeting.
- Payment for all easements.
- Grading and right-of-way applications, submittals and follow up as necessary.

**RH2 Deliverables:**

- 60-percent plans and technical specifications.
- 90-percent plans, technical specifications, front end contract documents and construction cost estimate.
- Final plans, technical specifications and bid documents in electronic for City to bid the project and produce hard copies needed.
- Attendance at an open house meeting with a PowerPoint presentation, and mounted plan and profile graphics.
- Identification of required easements and preparation of easement documents.

### Task 3 – Project Management Services

**Objective:** Coordinate with City staff and subconsultants; monitor RH2's scope, budget, and schedule; review and issue invoices; and maintain RH2 project files and records.

**Approach:**

- 3.1 Coordinate with City and Harmsen regarding schedule and progress.
- 3.2 Prepare invoices. Review for consistency and monitor budget spent. Provide monthly status updates.
- 3.3 Maintain project records and files.
- 3.4 Prepare project schedule and manage RH2 design team by conveying tasks to team members, monitoring progress, and reviewing work.

**RH2 Deliverables:**

- Monthly invoices.
- Project schedule, updated monthly.
- Weekly status phone calls.

At the conclusion of the bidding phase of the project, RH2 will discuss the need for construction phase assistance with the City and provide a scope of work for the level of service desired.

**EXHIBIT B**  
**COMPLETION SCHEDULE**

{JZL878879.DOC;4\13011.900000\ }

## Exhibit B Completion Schedule

Project to be completed by November 4, 2016.

*\*Note: this project schedule is contingent upon receipts of easements.*

**EXHIBIT C**  
**FEE SCHEDULE**

{JZL878879.DOC;4\13011.900000\ }

**EXHIBIT B**

City of Monroe

Powell Street Sewer Replacement

**Fee Estimate**

Description		Total Hours	Total Labor	Total Cost
Classification				
Task 1	Water and Sewer Main Route Selection and Public Outreach - Phase 1	62	\$ 10,255	\$ 11,149
Task 2	Design, Bidding, and Public Outreach - Phase 2	182	\$ 31,262	\$ 45,702
Task 3	Project Management Services	17	\$ 3,267	\$ 3,420
<b>PROJECT TOTAL</b>		<b>261</b>	<b>\$ 44,784</b>	<b>\$ 60,271</b>

**EXHIBIT C-1**  
**RH2 ENGINEERING, INC.**  
**2016 SCHEDULE OF RATES AND CHARGES**

<b>RATE LIST</b>	<b>RATE</b>	<b>UNIT</b>
Professional I	\$141	\$/hr
Professional II	\$154	\$/hr
Professional III	\$165	\$/hr
Professional IV	\$175	\$/hr
Professional V	\$186	\$/hr
Professional VI	\$195	\$/hr
Professional VII	\$211	\$/hr
Professional VIII	\$219	\$/hr
Professional IX	\$219	\$/hr
Technician I	\$99	\$/hr
Technician II	\$104	\$/hr
Technician III	\$133	\$/hr
Technician IV	\$141	\$/hr
Administrative I	\$67	\$/hr
Administrative II	\$79	\$/hr
Administrative III	\$95	\$/hr
Administrative IV	\$111	\$/hr
Administrative V	\$132	\$/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	\$0.540	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

**EXHIBIT D**

**SUBCONSULTANT LIST**

{JZL878879.DOC;4\13011.900000\ }

**Exhibit D**  
**Subconsultant List**

Harmsen and Associates

## EXHIBIT E

### MONROE CODE OF ETHICS

- 2.52.010 Purpose; construction.**
- 2.52.020 Definitions.**
- 2.52.030 Award of contracts prohibited.**
- 2.52.040 Board of ethics – Public officials.**
- 2.52.050 Miscellaneous provisions.**
- 2.52.060 Appeal – Penalties for violation.**

#### **2.52.010 Purpose; construction.**

The city of Monroe hereby adopts the code of ethics for municipal officers codified at Chapter 42.23 RCW, inclusive of any future amendments thereof. It is the city's specific intent that the ethical standards set forth at Chapter 42.23 RCW shall govern the conduct of municipal officers within the city of Monroe. Except as expressly provided in this chapter, the city disclaims any intent to impose substantive standards of conduct that are more stringent than or otherwise different from those set forth in Chapter 42.23 RCW with respect to the subject matter of said chapter.

#### **2.52.020 Definitions.**

The following words and phrases as used in this chapter shall, unless the context clearly indicates otherwise, have the following meanings:

A. "Advisory opinion" means an opinion rendered by the board of ethics, based upon hypothetical circumstances, indicating how the board would rule on a matter having the same or sufficiently parallel facts, should an adversary proceeding develop.

B. "Hypothetical circumstances" means circumstances of fact framed in such a manner as to call for an opinion from the board based on a series of assumptions and not based on the known or alleged past or current conduct of a specific public official or employee that could be the basis of a complaint under MMC 2.52.040.

C. "Prima facie showing" means evidence which, standing alone and unexplained, would maintain the proposition and claimed violation of this chapter set forth in the complaint.

#### **2.52.030 Award of contracts prohibited.**

Members of the city of Monroe, Washington, boards, commissions, and city staff are prohibited from being awarded contracts with the city. Exceptions to this rule are those covered by the CBA, RCW and WAC. This subsection was submitted to the Monroe city council as an initiative with enough required signatures to be submitted to the voters. The city council adopted the initiative as an ordinance as an alternative to placing on the ballot. Consequently, to the extent required by law, this subsection shall be construed as superseding any conflicting city requirements or requirements that otherwise operate to illegally amend the requirements of an initiative.

{JZL878879.DOC;4\13011.900000\ }

**2.52.040 Board of ethics – Public officials.**

There is hereby created a board of ethics for city of Monroe public officials. The purpose of this board is to issue advisory opinions on the provisions of this code of ethics and to review and report to the city council on any alleged violations of the code of ethics, all as set forth below. The board shall also provide recommendations on amendments to the ethics ordinance, as directed by the city council:

A. Composition. The board of ethics shall be composed of five members. None of these may be a public official, city employee or immediate family of either. The mayor shall appoint the board members, with the confirmation of the city council. The board of ethics must be citizens of the United States and residents of the city they serve for at least one year before their appointment to the ethics board.

The regular term of office for members of the board of ethics shall be three years. Each member shall hold office until a successor is appointed and confirmed. Regular terms shall commence January 1st and end December 31st. Initial terms shall be staggered with two members appointed for terms beginning upon their appointment in 2004 and ending December 31, 2004; two members appointed for terms beginning upon their appointment and ending December 31, 2005; and one member appointed for a term beginning upon his or her appointment and ending December 31, 2006. After expiration of the initial terms, subsequent appointees shall serve a regular three-year term.

The board shall elect from its membership a presiding officer who shall be referred to as a chairman, chairwoman, or chairperson, as may be appropriate, who shall serve for a period of one year, unless reelected.

A majority of the board of ethics shall constitute a quorum. The board shall meet as frequently as it deems necessary, or at the request of the mayor or a quorum of the city council. The board shall adopt procedures governing the conduct of its meetings, hearings and the issuance of opinions.

**B. Specific Complaint against a Public Official.**

1. Any person may submit a written complaint to the mayor or city administrator alleging one or more violations of this ethics code by a public official. The allegation shall set forth specific facts with precision and detail, sufficient for a determination of sufficiency by the board. The complaint shall also set forth the specific sections and subsections of this code that the facts violate, and the reasons why. Complaints should be signed by the person or persons submitting them, include the submitter's correct name, address at which mail may be personally delivered to the submitter, and the telephone number at which the submitter may be contacted.

2. The mayor or his/her designee shall inform the public official and the council of the complaint and shall submit the complaint to the board for determination of sufficiency of the complaint within twenty-four hours of its receipt. Voicemail, email or similar notification of the defendant is acceptable if actual notice is not immediately practicable. A copy of the complaint shall also be sent to the defendant by registered mail within three days of receipt. A complaint cannot be sufficient unless it precisely alleges and describes unjustified acts which constitute a prima facie showing of a violation of a specified provision or provisions of this code. The purpose of requiring that the complaint be sufficient is to ensure that the complaint is supported by identifiable facts, and to ensure that the complaint is not based on frivolous charges.

(JZL878879.DOC;4\13011.900000\ )

3. The complainant shall have the responsibility for proving the allegations in the complaint by a preponderance of the evidence.

4. Complaints shall be subject to a two-year statute of limitation. The limitations period shall commence from the date that information on completion of the alleged misconduct was reasonably available to the public.

5. Complaints may be amended as authorized by the decision-maker as justice requires; provided, that the timeframes of the review process provide the defendant with a fair opportunity to respond.

6. All public officials and employees, excluding the alleged violator, shall observe strict confidentiality as to the complaint and alleged violator until the review is complete, to the extent that the information is acquired as a result of a person's status as a public official or employee. Confidentiality after completion shall be maintained unless the complaint or finding is released through a public disclosure request filed with the city attorney. City officials and employees may divulge information to the extent necessary to defend against inaccurate or misleading public information about their involvement in the complaint review process. The ethics board and/or city council may divulge information to the extent necessary to correct any inaccurate or misleading public information about the complaint review process. Any person who violates this subsection shall not be subject to criminal penalties; however, a violation of this subsection may result in disciplinary action against such person. The city council may remove a member of the board of ethics from the board if it determines that the member has violated this subsection.

7. The board shall hold a hearing for the purpose of determining sufficiency of written complaints. The board shall begin the hearing no later than twenty days after the complaint is received and shall conclude the hearing(s) no later than twenty-four days after it receives the complaint; provided, however, that the running of these time periods shall be tolled and the complaint proceedings shall be stayed in the event the board makes application to the city council for continuance of the proceedings. Such continuances may only be granted by the city council when there is demonstrable and compelling reason(s) to do so, and may not exceed ten days. The board shall render a written report, setting forth its findings of sufficiency as to whether or not the individual against whom the complaint was filed may have violated the code of ethics.

8. The determination of sufficiency or insufficiency by the board is final and binding, and no administrative or other legal appeal is available. If the finding is one of sufficiency of the complaint, then the complaint shall be heard and reported as set forth below.

9. No report may be issued by the board, unless a person or entity complained against has had an opportunity to present information on his, her or its behalf at a hearing before the board.

10. A copy of the written report on sufficiency shall be delivered to the city council, person complained against, and the complaining party within ten days of conclusion of the hearing, unless a longer time period has been requested by the person complained against, and has been approved by the board or unless a longer time period has been requested by the board and has been approved by the city council.

{JZL878879.DOC;4\13011.900000\ }

11. In the event the written report provides that the board has found sufficiency in the allegations against whom the complaint has been filed, the matter shall be referred for hearing to the city's hearings examiner unless the defendant requests the matter be heard by the ethics board. (Hearings examiners will be rotated from a rotational roster maintained by the city and shall be licensed and practicing attorneys who are not residents of the city.)

a. Hearings by a hearings examiner or the ethics board must be held within twenty days of a finding of sufficiency unless an extension is requested, or granted, by the defendant. The hearing must be concluded within ten days of commencement of the hearing unless extended by the request or agreement of the defendant.

b. Findings of fact and conclusions and opinion of the hearings examiner or the ethics board must be received by the council no later than seven days after the conclusion of the hearing.

c. The complainant or defendant may request a subpoena for documentary evidence or the attendance of witnesses by making a written application to the mayor describing in detail the subject matter of the proposed subpoena and an explanation of why such information is reasonably necessary in order to conduct the hearing. The subpoena may be issued in the event the mayor determines the subpoena request is reasonable, relevant to the complaint and within the subpoena power of the city. The request for a subpoena shall be submitted to the mayor within two business days after the determination of sufficiency and the mayor shall have two business days to issue a decision. In the event the mayor denies the request or the complaint alleges a violation of the ethics code by the mayor, the defendant or complainant may request a decision from the city council. City council review shall be scheduled for the next regular city council business meeting or study session, unless an earlier special meeting is available. The commencement of the hearing on the merits shall be delayed until five days after the council makes a decision on whether to issue a subpoena.

12. In the event the final determination by either the hearings examiner or the ethics board provides that the individual against whom the complaint has been filed has violated the code of ethics, the council shall convene and render its decision within seven days of the receipt of said determination unless an extension is requested by the defendant and granted by council. In the event that the city council members agree by majority vote that one or more of the violations occurred, then as to the violations the city council may take any of the following actions by a majority vote of the council; provided, that penalties may only be based upon violations alleged in the complaint or amended complaint and not upon other violations discovered during the complaint process:

a. Admonition. An admonition shall be a verbal nonpublic statement made by the mayor to the individual.

b. Reprimand. A reprimand shall be administered to the individual by letter. The letter shall be approved by the city council and shall be signed by the mayor. If the individual objects to the content of such letter, he or she may file a request for review of the letter of reprimand with the city council. The city council shall review the letter of

{JZL878879.DOC;4\13011.900000\ }

reprimand in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review.

c. Censure. A censure shall be a written statement administered personally to the individual. The individual shall appear at a time and place directed by the city council to receive the censure. Notice shall be given at least twenty days before the scheduled appearance at which time a copy of the proposed censure shall be provided to the individual. Within five days of receipt of the notice, the individual may file a request for review of the content of the proposed censure with the city council. Such a request will stay the administration of the censure. The city council shall review the proposed censure in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review. If no such request is received, the censure shall be administered at the time and place set. It shall be given publicly, and the individual shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the individual appears as required.

d. Removal. In the event the individual against whom the complaint has been filed is a member of a city board, commission, committee, or other multi-member bodies appointed by the mayor with the approval of the city council, the city council may, by a majority vote, remove the individual from such board, commission or committee; provided, however, that nothing in this section authorizes the city council to remove a council member or the mayor from his or her office.

13. Proceedings by the board or the hearings examiner when they relate to action involving a person shall be made in executive session; however, upon request of the person involved, the proceeding shall be open to the public. The complaint, the determination of sufficiency or no sufficiency, and written report of the board or the hearings examiner shall be considered public records.

14. Action by the city council shall be by majority vote. If the proceeding involves a member of the city council, the member does not vote on any matter involving the member. As provided in RCW 35A.12.100, the mayor shall vote in the case of a tie, except if the action is against the mayor. Deliberation by the council may be in executive session; however, upon request of the person complained against, the meeting shall be open to the public.

15. A complaint cannot be sufficient unless it precisely alleges and describes unjustified acts, which constitute a prima facie showing of a violation of a specified provision or provisions of this code.

C. Specific Complaint Against a City Employee Official. In the event the individual against whom the complaint has been filed is a city employee, the city shall follow the appropriate discipline, through the employee's supervisor and/or department head, procedures as outlined in the appropriate bargaining agreement, employee handbook, civil service rules, and/or

{JZL878879.DOC;4\13011.900000\ }

standard operating procedures. Employees also have the right to appeal through the court system as regulated by state and federal law.

D. Board Unavailability—Hearing Examiner Authority. In the event the ethics board is unable to perform any function designated under this section due to lack of a quorum or other reason, such function shall instead be performed by the hearing examiner who shall be governed by the board's procedures.

#### **2.52.050 Miscellaneous provisions.**

The board of ethics shall also render written opinions concerning the applicability of the code of ethics to hypothetical circumstances or situations upon the request of the mayor or any councilmember. Requests for opinions from the public must be approved by either the mayor or a majority vote of council.

The city shall release copies of any written report resulting from a review of a complaint and any written censures or reprimands issued by the city council in response to public records requests as consistent with Chapter 42.56 RCW and any other applicable public disclosure laws.

The mayor shall provide staff, as he or she deems appropriate, to assist the board of ethics.

Board members shall be reimbursed by the city for reasonable expenses incurred in their exercise of the official business of the board, consistent with the expense reimbursement policies of the city.

The city clerk shall cause a copy of this code of ethics to be distributed to every public officer of the city within thirty days after enactment of the ordinance codified in this chapter. The ordinance codified in this chapter will also be made available on the city's Web page and hard copies will be made available upon request.

#### **2.52.060 Appeal – Penalties for violation.**

Appeal of a decision of the board of ethics that the code of ethics has been violated, or a decision of the city council as to an admonition, reprimand, censure, or removal, may be filed with the Snohomish County superior court, Washington State. Any person who files with the ethics board a false charge of misconduct on the part of any public official or public employee when the person knows it is false shall be guilty of a misdemeanor. In addition to criminal penalties, violators shall pay a civil penalty of five hundred dollars, or three times the economic value of anything received in violation of this chapter, whichever is greater. Any monetary penalty assessed civilly shall be placed in the city's general fund.

{JZL878879.DOC;4\13011.900000\ }