



## PARKS & PUBLIC WORKS COUNCIL COMMITTEE & COMMITTEE OF THE WHOLE HYBRID MEETING

Tuesday, May 02, 2023, at 5:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

### COMMITTEE MEMBERS

Ethan Benson, Chair

Bryan Holloway, Councilmember

Jolyon Johnson, Councilmember

*This meeting will be conducted in person and remotely using teleconferencing technology provided by Zoom.*

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### CALL TO ORDER & ROLL CALL

### PUBLIC COMMENTS

### MINUTES

1. Approval of minutes dated April 18, 2023.

### AGENDA BILLS

2. **AB23-057:** Resolution Approving Purchase Order for WRF Headworks Belt Screen
3. **AB23-058:** Resolution Selecting Parametrix for the Construction Management of Snoqualmie Parkway Rehabilitation Project

### DISCUSSION

4. **CIP Community Expansion Project**

### ADJOURNMENT



## PARKS & PUBLIC WORKS COUNCIL COMMITTEE & COMMITTEE OF THE WHOLE HYBRID MEETING MINUTES APRIL 18, 2023

*This meeting was conducted in person and remotely using teleconferencing technology provided by Zoom*

### CALL TO ORDER

Councilmember Benson called the meeting to order at 5:00 pm.

**Committee Members:** Councilmembers Bryan Holloway and Jo Johnson (remote) were present.

Mayor Katherine Ross was also present.

#### City Staff:

Mike Sauerwein, City Administrator; Mike Chambless, Parks & Public Works Director; Patrick Fry, Project Engineer; Phil Bennett, Stormwater/Urban Forestry Supervisor; Andrew Vining, Project Engineer; Drew Bouta, Budget Manager; Deana Dean, City Clerk; Andy Latham, IT Support; Bob Sterbank, City Attorney.

**PUBLIC COMMENTS** - There were no public comments.

**AGENDA APPROVAL** – The agenda was approved as presented.

### MINUTES

1. The minutes from the April 4, 2023, meeting were approved as presented.

### AGENDA BILLS

2. **AB23-052:** Motion to Select CDK Construction Services for the Job Order Contracting.
3. **AB23-054:** Motion to Select Forma Construction, Inc for the Job Order Contracting.
4. **AB23-055:** Motion to Select Saybr Contractors, Inc for the Job Order Contracting.

Michael Celesta with Gordian was also present. Mike Chambless, Parks & Public Works Director and Patrick Fry, Project Engineer, spoke to all three agenda bills. Committee questions followed. These three agenda bills were approved to move forward at the April 24, 2023, City Council meeting on the consent agenda.

### DISCUSSION

5. Sidewalk Replacement Program. Patrick Fry, Project Engineer, spoke about the sidewalk replacement program indicating there are about thirty-five sidewalks to be replaced this year. He encouraged public feedback for additional sidewalk replacement requests as there is room in the budget for additional sidewalk repairs. Comments and questions followed.

6. Project Update: Water Reclamation Facility Phase 3. Andrew Vining, Project Engineer, spoke about the Phase 3 improvements getting it to a final design. He provided an overview, by PowerPoint presentation, of construction improvements including replacement, improvement, and capacity expansion for Kimball Creek Lift Station, and headworks, solids handling facility, and oxidation ditches. He covered the budget and next steps noting project completion is anticipated in summer 2025. Questions followed.
7. Project Update: Urban Forestry Improvement Program – Autumn Avenue. Phil Bennett, Stormwater/Urban Forestry Supervisor, spoke about the Urban Forestry Improvement Program including the program history and an overview of 2023 improvements. Questions followed. Andrew Vining, Project Engineer, continued the discussion of 2023 improvements, budget and next steps. Discussion followed.
8. Director Reports:
  - a. Staffing. There is one additional vacancy and the department will be recruiting for a new Parks and Streets Supervisor.
  - b. Project status: The Parkway project, annual road projects, and Centennial Park Playground are out for bid. Riverview Playground is progressing.

**ADJOURNMENT** - The meeting was adjourned at 5:57 pm.

*Minutes taken by Deana Dean, City Clerk*

*Recorded meeting audio is available on the City website after the meeting.*

*Minutes approved at the \_\_\_\_\_ Parks & Public Works Committee Meeting.*



# BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB23-0057  
May 2, 2023

Choose an item.

Item 2.

## AGENDA BILL INFORMATION

<b>TITLE:</b>	AB23-057: Water Reclamation Facility Phase 3 Purchase of Headworks Belt Screen	<input type="checkbox"/> Discussion Only
<b>PROPOSED COUNCIL ACTION:</b>	Adopt Resolution No. XXXX Approving Purchase of Huber EscaMax Belt Screen	<input checked="" type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution

<b>REVIEW:</b>	Department Director/Peer	Mike Chambless	4/25/2023
	Finance	Drew Bouta	4/20/2023
	Legal	Anna Astrakhan	4/24/2023
	City Administrator	Mike Sauerwein	Click or tap to enter a date.

<b>DEPARTMENT:</b>	Parks & Public Works		
<b>STAFF:</b>	Andrew Vining		
<b>COMMITTEE:</b>	Parks & Public Works	<b>COMMITTEE DATE:</b> May 2, 2023	
<b>MEMBERS:</b>	Bryan Holloway	Ethan Benson	Jo Johnson
<b>EXHIBITS:</b>	1. Resolution No. XXXX 2. Purchase Order for Huber EscaMax Belt Screen 3. CIP Excerpt		

<b>AMOUNT OF EXPENDITURE</b>	\$ 179,521.65
<b>AMOUNT BUDGETED</b>	\$ 13,357,000
<b>APPROPRIATION REQUESTED</b>	\$ 0

## SUMMARY

### INTRODUCTION

This agenda bill seeks approval of a purchase order with Huber Technology Inc. (Huber) for a replacement EscaMax Belt Screen associated with the Water Reclamation Facility (WRF) Phase 3 Improvements Project. The existing EscaMax Belt Screen at the WRF headworks building has been operating continuously since it was first installed by City staff in 2012 and needs replacement. Early sole-source procurement of this equipment is the most cost-effective procurement option available and will allow for the WRF Phase 3 Improvements to maintain schedule.

### LEGISLATIVE HISTORY

A contract with RH2 Engineering (RH2) was approved by Council on February 28, 2022 under [AB22-031](#) and amended on August 22, 2022 under AB22-108 to complete final design, permitting and bidding of the WRF Phase 3 Improvements. On May 31, 2022 under [AB22-073](#) Council Approved an amendment to the existing agreement between the City of Snoqualmie and the Snoqualmie Tribe for the provision of added sewer utility

service related to Casino expansion scheduled to soft start in fourth quarter 2024. Other agenda bills related to WRF Phase 3 include [AB23-001](#) and [AB23-002](#) for improvements at Kimball Creek Lift Station and [AB23-003](#) for Early Procurement of Electrical Gear.

## BACKGROUND

The City is contracted with RH2 to complete design of the WRF Phase 3 Improvements which will upgrade aging components with new equipment sized to handle future sewer flows and loads projected through the year 2040. In May 2022, during WRF Phase 3 preliminary design, the City entered into an agreement with the Snoqualmie Tribe for the provision of added sewer utility service related to Casino expansion scheduled to soft start in fourth quarter 2024. The agreement included General Facility Charges (GFCs) as well as project schedule milestones to ensure that commercially reasonable and best efforts are made such that added sewer utility services will be available for the soft opening.

The design work for WRF Phase 3 is complete and the project is currently being advertised to bidders. As part of this design effort RH2 and City Staff evaluated the headworks belt screen which removes rags that have potential to foul pumps and mixing equipment downstream of the headworks. Rags are fibrous inorganic materials that don't break down after being flushed i.e. wipes, paper towels, diapers. New equipment that will be installed during WRF phase 3 to handle future sewer flows and loads, specifically jet aeration and internal recycle pumps, will require better screening at the headworks to avoid fouling from rags and increased maintenance costs. The City's consultant has recommended a new generation EscaMax Belt Screen and with a larger perforated screen pore size of 8mm. This configuration will provide the same 3-dimensional performance but will reduce the head loss across the screens surface and eliminate bypassing that results from high head buildup on the inlet side of the screen.

## Sole-Source Procurement

For compatibility with the existing WRF headworks channel and Huber control panel the EscaMax Belt Screen will be directly sourced from Huber. This purchase will provide in-kind replacement of the existing screen with minor changes including a new generation channel seal, larger perforations, and reduced installation angle. By sole-sourcing this screen from Huber the City avoids added costs associated with a new control panel or channel reconfiguration that would be required for screens from other manufacturers.

## ANALYSIS

Early sole-source procurement of this equipment is the most cost-effective procurement option available and will allow for the WRF Phase 3 Improvements to maintain schedule. Huber is the only source which can provide equipment compatible with the existing channel and Huber control panel configuration. Equipment delivery lead is currently estimated to be 9 months. Direct purchase of the EscaMax Belt Screen will reduce equipment lead time by several months by eliminating time associated with bidding and processing of equipment submittals. Purchasing the EscaMax Belt Screen from Huber is the most cost-effective option and will maintain project schedule.

## BUDGET IMPACTS

Administration recommends approving a purchase order with Huber Technology in the amount of \$179,522 to provide a replacement EscaMax belt screen for the WRF Phase 3 Project. The City incorporated this project in the 2023-2028 Capital Improvement Plan (CIP) (see Exhibit #3) with a life-of-project budget of \$15,262,217 and a budget of \$13,357,000 in the current 2023-24 Biennial Budget. When accounting for the value of this contract, current year expenditures, and the outstanding value of previously approved contracts, the City has a remaining project budget of \$10,624,598 for the 2023-24 Biennium (please see the table below or on the

next page). Therefore, sufficient appropriation exists within the 2023-2024 Biennial Budget (Utilities Capital Fund #417) to fund the contract.

### WRF Phase III

	Life-of-Project Budget (Multiple Bienniums)		2023-2024 Biennial Budget	
Beginning Budget	\$	15,262,217	\$	13,357,000
Expenditures	\$	(1,019,530)	\$	(313,849)
Outstanding Contract Value	\$	(2,239,031)	\$	(2,239,031)
Current Available Budget	\$	12,003,656	\$	10,804,120
Value of this Purchase Order (AB23-057)	\$	(179,522)	\$	(179,522)
Available Budget after AB23-057	\$	11,824,134	\$	10,624,598

### NEXT STEPS

Following adoption of the resolution a purchase order will be executed by Huber and the City Administrator. Following execution of the purchase order Huber will work directly with the City and RH2 to review equipment submittals for consistency with plans and specifications. Following approval of submittals equipment will be ordered and scheduled for delivery to the WRF in early 2024 prior to retrofitting of the oxidation ditches.

### PROPOSED ACTION

Adopt Resolution No. XXXX approving a purchase order with Huber Technology Inc. (Huber) for a replacement EscaMax Belt Screen.

**RESOLUTION NO. XXXX****A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON, DECLARING SPECIAL FACILITIES AND MARKET CONDITIONS AND THE EXISTENCE OF A SINGLE SOURCE OF SUPPLY, AND WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR THE PURCHASE OF HEADWORKS BELT SCREEN AND AUTHORIZING THE PURCHASE THEREOF**

**WHEREAS**, the City seeks to purchase a headworks belt screen for the Water Reclamation Facility Phase 3 improvement project (“Project”); and

**WHEREAS**, the City’s project engineer, RH2 Engineering, Inc. (“RH2”) and City staff identified Huber Technology, Inc. as the equipment manufacturer whose headworks belt screen equipment is most suitable for the City because it is standardized to be compatible with the City’s existing equipment at the Water Reclamation Facility; and

**WHEREAS**, a headworks belt screen from Huber Technology will provide in-kind replacement of the existing screen with only minor changes, and will avoid the added cost associated with a new control panel or channel reconfiguration, and with redesign that would be required for screens from other manufacturers; and

**WHEREAS**, global supply chain problems have significantly delayed equipment arrival on current and past City projects, and headworks belt screen equipment has a lead time of up to 9 months; and

**WHEREAS**, purchasing the headworks belt screen from Huber Technology will enable the City to receive the required equipment in the most expedited manner; and

**WHEREAS**, Huber headworks belt screen equipment is regionally available solely from Huber Technology; and

**WHEREAS**, pursuant to the Revised Code of Washington (“RCW”) Sections 35A.40.210, the provisions of RCW 35.23.352 govern the purchases of goods and equipment by the City; and

**WHEREAS**, RCW 35.23.352(7) provides that “[a]ny purchase of supplies, material, or equipment, except for public work or improvement, where the cost thereof exceeds seven thousand five hundred dollars shall be made upon call for bids”; and

**WHEREAS**, RCW 35.23.352(1) provides that “[t]he city or town legislative authority may waive the competitive bidding requirements of this section pursuant to RCW 39.04.280 if an exemption contained within that section applies to the purchase or public work”; and

**WHEREAS**, RCW 39.04.280(1)(b) permits the waiver of competitive bidding requirements for purchases involving special facilities or market conditions; and

**WHEREAS**, RCW 39.04.280(1)(a) permits the waiver of competitive bidding requirements for purchases that are clearly and legitimately limited to a single source of supply,

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOQUALMIE AS FOLLOWS:**

Section 1. Waiver of Competitive Bidding Requirements. Based on the foregoing recitals, which are hereby adopted by reference as findings of fact as if separately set forth herein, due to the fact that Huber Technology headworks belt screen equipment is a special facility for the Water Reclamation Facility Phase 3 Improvement Project, for which Huber Technology is a single source of supply, the City Council of the City of Snoqualmie hereby waives competitive bidding requirements in accordance with RCW 35A.40.210, RCW 35.23.352(1), and RCW 39.04.280 for the purchase of such equipment from Huber Technology.

Section 2. Authorization for Contract Execution. The Mayor or her designee is authorized to execute and/or approve a purchase order, purchase contract, invoice or other document for the purchase of the headworks belt screen equipment from Huber Technology, Inc. in the total estimated amount of \$179,521.65 including sales and use tax.

Passed, by the City Council of the City of Snoqualmie, Washington, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Katherine Ross, Mayor

Attest:

\_\_\_\_\_



Deana Dean, City Clerk

Approved as to form:

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Anna Astrakhan, Assistant City Attorney

# FIRM BUDGET PROPOSAL



## Snoqualmie EscaMax

### Equipment:

HUBER Belt Screen: EscaMax®

### Represented by:

Goble Sampson Associates  
 John Simon  
 (425) 392-0491  
 jsimon@goblesampson.com

### Regional Sales Director:

Ron Maiorana  
 704-718-4477  
 ron.maiorana@hhusa.net

**Project Number:** 492340

**Date:** March 16, 2023

HUBER Technology, Inc.  
 1009 Airlie Pkwy, Denver, NC 28037  
 704-949-1010 | [www.huber-technology.com](http://www.huber-technology.com)

## Design Information

Project Technical Data		
Quantity of Screens	1	
Channel Width	3.00	ft
Channel Depth	5.00	ft
Channel Invert to Operating Deck EL	5.00	ft
Equipment Environment	Indoor	
Peak Hourly Flow (PHF) per Screen	8.00	MGD
Average Daily Flow (ADF) per Screen	[-]	MGD
Downstream Water Level During PHF	24.00	in
Downstream Water Level During ADF	[-]	in
Maximum Upstream Water Level	39	in
Maximum Headloss During PHF*	15	in

## Screen Details

Screen Model	EscaMax® 4000x652/8
Quantity	1
Perforation Diameter	.31 in
Inclination from Horizontal	65°
Discharge Height Above Invert	8.07 ft
Approximate Weight	2891 lbs
Wash Water Demand	10 gpm
Wash Water Pressure	75+psi
Material	304L stainless steel construction; pickled and passivated in acid
Perforated Screening Panels	Convexly curved, 304L stainless steel with individual polypropylene side seals per panel
Chains	316L links with ANSI-431 pins & polyamide rollers
Upper Sprocket & Bearing	304L stainless steel, split; greasable flange bearings
Lower Sprocket & Bearing	304L stainless steel, solid; silicon carbide slide bearings
Rotating Cleaning Brush	Polyethylene blade
Drive Motor	BK40 1.0HP, C1D1, 480VAC, 3ph, 60Hz, SF 1.0, VFD
Brush Motor	BK40 2.0HP, C1D1, 480VAC, 3ph, 60Hz, SF 1.0, VFD
Anchor Bolts	M12, 316L stainless steel
Optional Adder(s)	Pivoting

## Screenings Treatment Details

Wash/Compactor Model	WAP-L® Size 2
Quantity	1
Max. Screenings Capacity	70 ft3/hr
Wash water demand	13 gpm
Wash water pressure	30-60 psi
Approximate weight (empty)	660 lbs
Body Material	304L stainless steel construction; pickled and passivated in acid bath
Screw Auger	Shafted; 304L stainless steel construction with stainless-backed nylon brush in wash & compaction zones
Drain	5mm perforations; welded with gasketed, bolt-on inspection ports and 4in flanged connection
Inlet Hopper	304L stainless steel construction; inspection hatch included
Discharge Pipe	Tapered, conical pipe flanged connection
Motor Data	5.0HP, C1D1, 480VAC, 3 phase, 60Hz, SF 1.15 (auger)
Water Manifold	Mounted to body; 304L stainless steel construction with two (2) solenoid valves, brass-bodied, C1D1, 120VAC
Anchor Bolts	M12, 316L stainless steel
Optional Adder(s)	Dewatering Unit

## Pricing

Equipment	Model	Quantity	Pricing
HUBER Belt Screen	EscaMax® 4000x652/8	1	Included
HUBER Wash Press	WAP-L® Size 2	1	Included
Freight and Startup Services		3 days, 1 trips	Included
<b>TOTAL:</b>			<b>\$164,850.00</b>

This proposal has been reviewed for accuracy and approved for issue by: SS

## Project Clarifications

For the SNQ screening channel equipment, HUBER is offering our well-proven EscaMax and WAP2-L HUBER's offering is designed to meet the performance requirements and intent of the specification. HUBER's equipment differs in construction from the specification, including (but not limited to) the following:

## General Notes

- HUBER Scope of Supply is based on bid documents dated January 1998, equipment section .
- HUBER is in receipt of the following addenda:  
No addenda.
- All electrical interconnections, wirings, junction boxes, and terminations between the equipment and electrical components are to be provided by installing contractor.
- Any item not specifically listed is not considered part of this scope of supply. Please contact the HUBER Technology representative listed for further clarification.
- A fully functioning and programmed HMI/PLC will be delivered to site. Screens and symbols used on the HMI are based on HUBER's standard unless otherwise noted. Software licenses for the PLC/HMI program will not be included in this scope of supply unless stated otherwise. These items are available for additional price adder upon request.
- The Control Panel is based on the specification provided and inclusive to meet the requirements of a Vendor designed panel, whereas the components and the factory testing of the panel will meet HUBER's requirements for function and warranty. Additional requirements or sections of the specification to meet local authority requirements or control panels designs unrelated to the equipment section, including special labeling, testing, or integration have not been included.
- HUBER Technology, Inc. is offering the equipment and associated performance guarantees based on information available at the time of the issuance date. Information not made available to HUBER, whether HUBER is asking for specific information or not, which could affect the performance of the equipment might void warranty and performance guarantees.
- HUBER will ship all equipment to site inside of 20', 40' or 40'OT ocean containers as deemed appropriate by our factory. HUBER will not ship any equipment on flatbed truck. Flatbed truck shipping means that the equipment would need to be transferred at port from factory packaged containers to the flatbed. This process it out of HUBER's control and it is our experience that equipment always gets damaged during this process.
- HUBER's standard submittal documents, programming, testing procedure and O&M documentation are included.

## Terms and Conditions

The Proposal is dependent and expressly conditioned upon Purchaser's acceptance of the attached HUBER Technology, Inc. (hereinafter "HUBER") Standard Terms and Conditions of Sale dated March 23, 2023.

## Special Information and Exceptions

- Price does not include any unloading or any applicable fees or taxes (Local, Federal, or Final Destination)
- Prices are in U.S. Dollars unless noted otherwise
- Freight is delivered with duty paid (D.D.P.) to Job site
- Price does not include installation or building modifications
- Price Quotation is valid for thirty (30) days from the date of this Proposal or until withdrawn by HUBER. After expiration HUBER reserves the right to adjust pricing to take into account any significant increases in material costs such as steel, stainless steel finished products, stainless steel coil, etc.

## Terms of Payment

10% upon delivery of submittals (net 30 days)  
 80% upon delivery of equipment (net 30 days)  
 10 % upon start-up of equipment (net 30 days)  
 No retainage will be withheld on this Project.

## Submittals

HUBER will provide documentation to the Purchaser per the following schedule:

- Five (5) copies or the quantity stipulated in the equipment specification of submittal shop drawings 4-6 weeks after acceptance of a written purchase order.
- Three (3) copies or the quantity stipulated in the equipment specification of HUBER O&M manuals prior to equipment start-up.

## Shipment

HUBER will make all reasonable efforts to maintain the following schedule:

- Submittals 4-6 weeks after acceptance of a written purchase order.
- Equipment delivery 26-30 weeks after approved submittals or notice to proceed.
- O&M manuals prior to equipment start-up.
- For any delays in delivery which are beyond HUBER's responsibility, a finance charge of 1.5% of the contract value per month and all direct Costs incurred as a result of the delay will be due and payable to HUBER upon request/invoice.

## Accessories

This Proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned, such as motors, drives, controls, or supports, are to be supplied via additional quotation separate from this offering.

## Abrasion or Corrosive Materials

All of HUBER's machines and systems are manufactured from 304L or 316L grade stainless steel. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This Proposal makes no representation or warranties concerning the service life of the equipment against such abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H<sub>2</sub>S) in the equipment operating environment shall be kept below the following values:

- |  |            |
|--|------------|
| • Maximum Chloride for V2A (304, 304L)*    | 100 mg/L   |
| • Maximum Chloride for V4A (316L, 316Ti)*  | 400 mg/L   |
| • Maximum Chloride for V4A (316L, 316Ti)** | 250 mg/L   |
| • pH Value of the Wastewater/Washwater     | >6.5       |
| • Iron Content in Washwater                | <0.50 mg/L |

\* no hydrogen sulphide in the area of the stainless steel

\*\* with a maximum hydrogen sulphide content of 6 ppm

Machines made from 316 grade stainless steel are available at an additional price for extremely harsh operating environments upon request.

## Purchase Orders

All Purchase Orders are to be faxed or mailed to:

HUBER Technology, Inc.  
 1009 Airlie Parkway  
 Denver, NC 28037  
 Phone: (704) 949-1010  
 Fax: (704) 949-1020

All Purchase Orders are subject to acceptance by HUBER and acceptance of HUBER's Standard Terms and Conditions.

## Warranty

**LIMITED WARRANTY:** HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

### Exclusions

- Financing
- Cranes and/or lifting devices
- Unloading and/or storage of equipment on job site
- Local, State or Federal taxes or fees
- Foundation design and engineering (HUBER will only furnish equipment drawings and data)
- Utilities for erection, installation and operation
- Gauges and instrumentation not specifically described in HUBER scope of supply
- Interconnecting wiring, conduit, piping, tubing, valves, fittings, etc. between the equipment and other equipment and/or control devices and control panel.
- Tools, oil, grease, grease gun, dumpster(s), or bin(s).

### Project Management

HUBER will appoint a Project Manager for the duration of the contract. Project Management services are included in this package and are as follows:

- Provision of a complete critical path project schedule for HUBER equipment
- Coordination with HUBER manufacturing on materials procurement and fabrication to and with HUBER shipping/logistics to ensure HUBER commitments are maintained.

### Erection, Training and Start-up Assistance

A certified HUBER Service Technician will make every reasonable effort to be at the job site within two (2) weeks after Purchaser's request to HUBER for equipment start-up and commissioning assistance. HUBER will provide additional erection and start-up supervision, which is not specifically included in the scope of our supply at the Purchaser's written request. For such additional services Purchaser shall pay \$1,000.00 per day plus expenses, for eight (8) hours per day.

- At the request of the Purchaser, overtime service will be provided at a rate of 1.5 times the regular rate for weekdays, and 2.0 times the regular rate for weekends.
- "Expenses" are defined as the costs of travel from HUBER's location to the point of installation and return; together with accommodation and living expenses during the start-up period of field service. HUBER will make all reasonable efforts to provide a HUBER Rep located within North America. However, some circumstances will require travel from Europe.
- Charges for all time involved will be invoiced, including delays which are beyond HUBER's control. The full net invoice is payable within thirty (30) days of receipt by Purchaser.

### Equipment Standard

Any deviations from the HUBER standard mechanical and electrical specifications must be discussed with the Purchaser and agreed upon. HUBER reserves the right to charge additional costs to the equipment price for any non-standard mechanical and electrical components required by the Purchaser and not explicitly stated in HUBER's scope of supply.

### Shop Painting

Gears and motors will receive three (3) layers of painting, two (2) layers of primer and a finishing layer with synthetic resin varnish.

**1. ENTIRE AGREEMENT/ORDERS.**

This agreement (the "Agreement") is between HUBER Technology, Inc., its subsidiaries and its affiliates (collectively "HUBER") and Purchaser. No order for HUBER's goods or services shall be binding upon HUBER until acknowledged in writing by HUBER. Such written acknowledgement and these Standard Terms and Conditions of Sale (the "Terms and Conditions") constitute the entire agreement between HUBER and Purchaser. Any purchase order, offer or counter-offer made by Purchaser before or after HUBER's written acknowledgement is rejected and all documents exchanged prior to HUBER's written acknowledgement are merely preliminary negotiations and not part of any agreement between the parties. For example, orders submitted on Purchaser's own purchase order forms modifying, adding to, contrary to, or inconsistent with these Terms and Conditions are expressly rejected and of no force or effect and acceptance is expressly made conditional upon assent to these terms. In no event will HUBER be deemed to have in any way changed, enlarged or modified its liabilities or obligations as fixed by these Terms and Conditions including, without limitation, situations in which HUBER satisfies an order submitted on Purchaser's own purchase order form. No other terms or conditions or modification of these terms shall be binding upon HUBER unless specifically accepted in writing by an Officer of HUBER. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by HUBER.

Purchaser shall have been deemed to agree to these Terms and Conditions upon the earlier of acceptance of HUBER's quotation, acceptance of delivery of the goods or services or the issuance of a purchase order to HUBER.

**2. PRICES.**

Until acceptance of a purchase order is acknowledged in writing by HUBER, all prices are subject to change. Written quotations expire fourteen (14) calendar days from the date of quotation unless specified otherwise. Verbal quotations are non-binding on HUBER. Quoted prices do not include sales, excise, municipal, state or any other government taxes. All taxes and other governmental charges upon the production, manufacture, distribution, sale or use of goods or services to the extent required or not forbidden by law to be collected by HUBER from Purchaser, shall be paid by Purchaser to HUBER unless Purchaser furnishes HUBER with exemption certificates acceptable to the relevant taxing authorities. HUBER reserves the right to revise final quoted prices of work in process due to any change in the order on the part of Purchaser or any factor beyond the control of HUBER. Typographical and/or clerical errors made by HUBER are subject to correction.

If Purchaser causes or requests delays in manufacture or shipment beyond six (6) months from acceptance of Purchase Order, HUBER shall have the right to increase price based on any actual escalation in labor, material, overhead, and component costs. HUBER also reserves the right to charge Purchaser for any direct costs, reasonable storage costs caused by such delays and a finance charge of 1.5% of the Contract value per month.

**3. TERMS OF PAYMENT.**

Invoices are net thirty (30) days from the date of invoice, unless specified otherwise and approved in writing by HUBER. In the event that the purchase order between Purchaser and HUBER requires partial payments to be made by Purchaser, Purchaser shall pay those required amounts in a timely manner or HUBER will be permitted to suspend, without penalty or liability of any kind, delivery of future goods and services to the Purchaser even though partial payment for such undelivered goods or services may have already been received by HUBER.

Past due accounts will bear interest at the rate of 1.5% per month of the invoiced amount. All invoices are payable in U.S. dollars, unless specified otherwise and approved by HUBER in writing. Acceptance of bank drafts, checks or other form of payment shall be subject to immediate collection of the full face amount thereof. HUBER may, at its discretion, impose a transaction fee on payments processed via wire transfer or by Letter of Credit.

HUBER reserves the right at any time to suspend credit or to change credit terms provided herein when in its sole opinion the financial condition of Purchaser so warrants. In such case, in addition to any other remedies provided herein or by law, HUBER may request cash payment or satisfactory security from Purchaser prior to shipment of goods.

In the event of nonpayment of an invoice when due, and without prejudice to other lawful remedies, HUBER shall have the right, without penalty or liability of any kind, to suspend further work or the delivery of future goods under this Agreement or any other agreement with Purchaser until such invoice is paid in full; provided, however, that if such invoice remains unpaid for more than five (5) days after written demand by HUBER, HUBER may terminate this Agreement without penalty and recover all damages as a result of Purchaser's Breach.

**4. RETAINAGE.**

There shall be no retainage under this Agreement.



## 5. TAXES AND OTHER CHARGES.

The prices for Goods and/or Services do not include any sales, use or other taxes or charges payable to state or local authorities. In addition to HUBER's invoice price or quote price, Purchaser is also responsible for payment of any use-tax, sales tax, excise tax, VAT tax, duty, custom, inspection or testing fee, and/or any other fee, tax, or charge imposed by governmental or non-governmental authority arising from the Goods and/or Services provided by HUBER. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any fee, tax, or charge. In the event HUBER is required to pay any of the fees, taxes, or charges listed in this paragraph, Purchaser herewith agrees to immediately reimburse HUBER for this cost, or in lieu of such payment by HUBER, Purchaser agrees to timely provide an exemption certificate or other comparable document to the entity or authority imposing said fee, tax and/or charge. Purchaser further agrees to waive any and all claims regarding the reasonableness of such payment and will be liable to HUBER for reasonable attorneys' fees and/or court costs incurred by HUBER as a result of Purchaser's failure to pay the charges listed in this paragraph.

## 6. DELIVERY.

HUBER shall not be liable for any damage as a result of any non-delivery or delay, including, without limitation, an act of God; act of Purchaser; act of HUBER embargo; other government act, regulation or request; fire; accident; strike; war; boycott; slowdown; riot; or delay in transportation or inability to obtain necessary labor, materials, or manufacturing facilities. HUBER will use its best efforts to meet promised delivery dates, but under no circumstances shall HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery.

Purchaser will notify HUBER within thirty (30) days after order acceptance of the scheduled delivery date. If Purchaser does not notify, a delivery date of six (6) months, unless otherwise specified by HUBER, after notice to proceed and/or approval of submittals is agreed. For any delays by Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.

HUBER reserves the right to substitute suitable alternative materials and components where necessary.

Where the services are to be performed on Purchaser's premises, Purchaser agrees to provide HUBER on a timely basis with such access, machine downtime, utilities and equipment as HUBER shall reasonably require in order to perform the services in accordance with the Agreement. If Purchaser fails to perform its obligations or shall fail to perform them in a timely manner, Purchaser acknowledges and agrees that HUBER shall be entitled to delay performance of the services, without penalty or liability of any kind, until such time as Purchaser has complied in all respects with its obligations and to increase the price for the services to reflect any increased cost to Huber caused by Purchaser's failure to perform or late performance.

If delivery is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full when HUBER is prepared to ship the goods or perform the services. The goods may thereafter, at HUBER's option, be stored at the risk and expense of Purchaser.

HUBER may at certain times provide goods or services to Purchaser prior to the issuance, delivery and acceptance of a corresponding purchase order. In such cases, these Terms and Conditions shall apply to such transactions and Purchaser shall be deemed to have accepted such Terms and Conditions upon HUBER's delivery of goods or performance of services.

## 7. GOODS ACCEPTANCE.

It is HUBER's intent to deliver complete orders in good condition to the final destination dictated by the Purchaser. All equipment and components delivered to the receiving location must be duly inspected upon receipt. Any visible damages must be noted on way-bill and followed up with a full inspection within a period of seven (7) days from delivery date. If a written report is not submitted to HUBER within this period it is assumed that the equipment was received in good condition, meets the specifications of the purchase order, constitutes unqualified acceptance by the Purchaser, and Purchaser waives any rights to rejection or remediation of delivered equipment.

## 8. FIELD SERVICE.

"Field Service" refers to the services of a Huber factory-trained representative at the site of end-use for initial installation, inspection, start-up observation and operator training. "Field Service" refers also to any subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or requests for post-warranty service. Purchaser acknowledges that HUBER Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by HUBER, nor are its Field Service representatives authorized to bind HUBER with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions provided by HUBER. This paragraph shall apply to any and all initial and subsequent Field Service provided by HUBER relating to the Goods sold to the Purchaser. Any field service work performed at site after expiration of the initial warranty period is warranted for sixty (60) days after the work has been completed.



## 9. SHIPMENT/RISK OF LOSS.

HUBER will use commercially reasonable efforts to meet delivery dates stated in advance of actual shipment of goods or performance of services, but in no event shall such quoted delivery dates be deemed to represent fixed or guaranteed delivery dates. Under no circumstances will HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery. Method and route of shipment will be at the discretion of HUBER unless specified otherwise by Purchaser and agreed by HUBER, and any additional expense of the method or route of shipment specified by Purchaser shall be borne by Purchaser. Claims for shortage or other quantity errors must be made in writing to HUBER within seven (7) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser.

HUBER, in its sole discretion, may accommodate Purchaser requests for delivery of goods in installments if such requests are confirmed in writing by HUBER. Such installment deliveries, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

## 10. GOVERNMENT STANDARDS.

HUBER applies quality standards in our manufactured equipment that are designed to meet and comply with federal government occupational safety, noise, sanitation and health standards. The Purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by HUBER in its proposal.

## 11. LIMITED WARRANTY.

HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation, start-up or owner acceptance of the equipment assuming the equipment is accepted by the owner within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or gross operator negligence. Any unauthorized modification or alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

## 12. EXCLUSIVE REMEDIES.

Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by HUBER of any defective part or component, and payment of the reasonable out of pocket costs incurred in connection with replacement or repair if such costs are approved in advance by HUBER, or refund of 80% of the purchase price if HUBER in its sole discretion concludes the equipment cannot be repaired or replaced. This remedy excludes any other direct, indirect, consequential, incidental, special or other form of damages. It also excludes any extraordinary costs for removal or re-installation of HUBER equipment, such as crane rental, structural alteration, or demolition, necessitated by building design or configuration.

### 13. LIMITATION OF LIABILITY/INDEMNITY.

HUBER's liability on any claim for loss or damage arising out of any transactions under this Agreement or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on agreement, warranty, tort (including negligence) or other grounds, and shall not exceed the price allocable to such goods or services or part thereof involved in the claim, regardless of cause or fault. Purchaser's remedies are limited to the return of non-conforming goods and repayment of the price or to the repair and replacement of non-conforming. This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between HUBER and Purchaser and constitutes the basis of the parties' bargain, without which HUBER would not have agreed to the price or terms of this transaction.

HUBER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF PURCHASERS OF PURCHASER FOR SUCH DAMAGE. In addition, if HUBER furnishes Purchaser with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this transaction, the furnishing of the advice or assistance will not subject HUBER to any liability, whether based on agreement, warranty, tort (including negligence) or other grounds.

In the event Purchaser modifies HUBER goods or incorporates HUBER goods into another product or component part, Purchaser agrees to hold harmless and indemnify Huber from any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) involving personal injury or property damage. Purchaser also agrees to hold harmless and indemnify HUBER from any patent or other intellectual property claims related to (i) any HUBER goods made in accordance with Purchaser's designs or specifications; or (ii) the use of any drawings provided to HUBER by Purchaser for use in the manufacture, production or assembly of such goods.

### 14. TITLE.

Notwithstanding delivery, installation or start-up, title to all equipment furnished shall remain solely with HUBER until the full purchase price is paid by Purchaser. Until such time, HUBER may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means as this is the property of HUBER Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by HUBER to maintain HUBER's rights in, and title to such equipment.

### 15. WAIVER.

The failure of Huber to insist in any one or more instances, upon the performance of any of the Terms and Conditions as set forth herein or the failure of HUBER to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions or rights and shall not effect HUBER's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions.

### 16. CHOICE OF LAW.

This Contract shall be exclusively governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. HUBER and Purchaser further consent to the exclusive personal jurisdiction of any applicable court, in the county of Lincoln, North Carolina for any legal action or proceeding brought to enforce, construe or interpret these Terms and Conditions. Venue is proper only in the North Carolina Superior Court of Lincoln County. Each party hereto irrevocably submits to the jurisdiction of each court in each such action or proceeding.

### 17. DISPUTE RESOLUTION/ATTORNEYS' FEES.

Any controversy or claim arising out of or relating to this Contract or its breach shall be settled by arbitration conducted in Denver, North Carolina in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and North Carolina law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitrator shall award attorneys' fees, costs, witness costs, expert witness fees, arbitrator compensation, arbitrator fees, exhibit fees, travel costs and other amounts deemed reasonable to the prevailing party as defined by North Carolina General Statute §44A et al.

### 18. ASSIGNMENT, WAIVER, ENTIRE AGREEMENT, SEVERABILITY.

Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld, except that either party may assign or delegate its rights or obligations hereunder to an Affiliate without the other party's consent. As used herein, the term "Affiliate" shall mean any entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the entity specified. Huber may terminate this Agreement upon written notice to Purchaser without any further liability to Purchaser if there is a change of control of Purchaser. The Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of this Agreement. Neither the Agreement nor any of its provisions may be modified, amended or waived, whether orally, through the parties' course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by an authorized officer of Huber. It is the express intention of the parties that such requirement for written modifications, amendments or waivers be strictly enforced notwithstanding judicial precedent or statutory provisions to the contrary. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.

Project: Snoqualmie, WA

Purchase Order/Job Number (if applicable):

Customer Billing Address (please fill):

Shipping Address (please fill):

Street:  
City, State, Zip:

Customer Contact information

- Email Address:
- Phone Number:
- Facsimile:

Customer Name:

HUBER Technology, Inc.

Accepted By (Signature)

Signature

Print Name

Simon Randle  
Print Name

Title

National Director of Sales  
Title

Date

Date



## SEWER CAPITAL PROJECT OR PROGRAM

## WATER RECLAMATION FACILITY IMPROVEMENTS - PHASE 3

CIP Project ID: TBD  
 Department: Sewer  
 Project Status: Design  
 Project Location: 34190 SE Mill Pond Road  
 Project Contact: Jeff Hamlin

Previously Spent: \$532,217  
 Current Project Budget: \$15,262,217  
 Original Budget at CIP Inception: \$12,577,470  
 Years Project in CIP: 1  
 Contact Email: [jhamlin@snoqualmiewa.gov](mailto:jhamlin@snoqualmiewa.gov)

## Project Description:

This project will convert two existing oxidation ditches into plug flow reactors (i.e., activated sludge basins), upgrade the Kimball Creek Lift Station, replace and outfit one of the clarifiers with necessary components upgrades, and install a new grit removal system.

## Photo or Map:



## Community Impact:

The intent of this project is to increase the capacity of the biological treatment process for handling current and projected flow and loading conditions, reduce excessive flow cycling and spikes, replace drive units nearing the end of their expected service life, and replace a rapidly deteriorating grit removal system.

## Operating Impact:

This project is not expected to impact the operating budget.

## Budget:

Project Activities	% of Budg.	Total Activity Budget	Previously Spent	2023	2024	2025	2026	2027	2028	2029 or Beyond
Analysis	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design	5%	\$ 767,217	\$ 532,217	\$ 235,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	65%	\$ 9,926,461	\$ -	\$ 1,749,342	\$ 7,245,647	\$ 931,472	\$ -	\$ -	\$ -	\$ -
Const. Manage	10%	\$ 1,488,969	\$ -	\$ 262,401	\$ 1,086,847	\$ 139,721	\$ -	\$ -	\$ -	\$ -
Contingency	13%	\$ 1,985,292	\$ -	\$ 349,868	\$ 1,449,129	\$ 186,294	\$ -	\$ -	\$ -	\$ -
Art	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Labor	4%	\$ 597,954	\$ -	\$ 120,921	\$ 408,094	\$ 68,939	\$ -	\$ -	\$ -	\$ -
Other	3%	\$ 496,323	\$ -	\$ 87,467	\$ 362,282	\$ 46,574	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>100%</b>	<b>\$ 15,262,217</b>	<b>\$ 532,217</b>	<b>\$ 2,805,000</b>	<b>\$ 10,552,000</b>	<b>\$ 1,373,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Operating		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TOTAL PROJECT BUDGET: \$15,262,217

TOTAL OPERATING BUDGET: \$0

## Anticipated Funding Mix:

Source	Total Sources	Previously Allocated	2023	2024	2025	2026	2027	2028
Utility Fees ("Rates")	\$ 1,634,813	\$ 532,217	\$ -	\$ 1,102,596	\$ -	\$ -	\$ -	\$ -
Gen. Fac. Charges (GFC)	\$ 9,807,800	\$ -	\$ 2,018,032	\$ 6,801,976	\$ 987,792	\$ -	\$ -	\$ -
Contribution in Aid of Construction (CIAC)	\$ 3,819,604	\$ -	\$ 786,968	\$ 2,647,428	\$ 385,208	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 15,262,217</b>	<b>\$ 532,217</b>	<b>\$ 2,805,000</b>	<b>\$ 10,552,000</b>	<b>\$ 1,373,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## Fiscal

This project covers F1, F5, F8, and WW1 in the General Sewer Plan.

TOTAL FUNDING SOURCES: \$15,262,217

## Notes:

FUTURE FUNDING REQUIREMENTS: \$0



# BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB23-058  
May 2, 2023

Choose an item.

Item 3.

## AGENDA BILL INFORMATION

<b>TITLE:</b>	AB23-058: Consultant Services Agreement with Parametrix, for construction management of Snoqualmie Parkway Rehabilitation Project	<input type="checkbox"/> Discussion Only
<b>PROPOSED ACTION:</b>	Approve Consultant Services Agreement with Parametrix, for construction management of Snoqualmie Parkway Rehabilitation Project	<input checked="" type="checkbox"/> Action Needed:
		<input checked="" type="checkbox"/> Motion
		<input type="checkbox"/> Ordinance
		<input type="checkbox"/> Resolution

<b>REVIEW:</b>	Department Director/Peer	Mike Chambless	4/21/2023
	Finance	Drew Bouta	4/20/2022
	Legal	n/a	Click or tap to enter a date.
	City Administrator	Mike Sauerwein	Click or tap to enter a date.

<b>DEPARTMENT:</b>	Parks & Public Works		
<b>STAFF:</b>	Hind Ahmed – Project Engineer		
<b>COMMITTEE:</b>	Parks & Public Works	<b>COMMITTEE DATE:</b> May 2, 2023	
<b>MEMBERS:</b>	Ethan Benson	Bryan Holloway	Jo Johnson
<b>EXHIBITS:</b>	1. AB23- 058x1a – (Res. No.) 2. AB23- 058x1b (Contract) 3. AB23- 058x2 – scope of work 4. AB23- 058x3 – Fees 5. AB23- 058X4 – CIP		

<b>AMOUNT OF EXPENDITURE</b>	\$ 228,586
<b>AMOUNT BUDGETED</b>	\$ 6,400,000
<b>APPROPRIATION REQUESTED</b>	\$ n/a

## SUMMARY

### INTRODUCTION

This Agenda Bill seeks approval to select Parametrix for the construction management of the Snoqualmie Parkway Rehabilitation Project and authorize the mayor to sign the Services Agreement. Parks & Public Works determined Parametrix to be most qualified based on their qualification statement and project experience.

### LEGISLATIVE HISTORY

NA

## BACKGROUND

The Snoqualmie parkway Rehabilitation project makes improvements to Snoqualmie Parkway from SE 99th St to SR 202 (Railroad Ave SE). Improvements include grind and overlay pavement rehabilitation, loop replacements, ADA improvements including ramps and pedestrian push buttons at signalized intersections, channelization; and other related improvements all while keeping Snoqualmie Parkway open and passable to traffic. The project was advertised to bid on April 11th, 2023, bids are due May 2nd, 2023, and the construction work is scheduled for Summer of 2023.

The construction management services scope of work for Snoqualmie Parkway Rehabilitation project includes the following:

- Project Management
- pre-construction services
- construction services including evaluation of construction schedule and progress payments, change management and inspection and other field services.
- material testing
- document control and information management

## ANALYSIS

The City received an appropriation of \$5 Million from the State legislature under the Move Ahead Washington (MAW) Capital Projects Program to pay a substantial portion of the project. Because of State funding requirements, the city must follow the Local Agency Guidelines (LAG) Manual requirements and assure that the constructed upgrades meet WSDOT Standards.

Per city comprehensive purchasing, professional services, and public works contract matrix for contracts over \$100,000 staff may use the Municipal Research and Services Center (MRSC) professional service roster process for consultant/vendor selection. Parks & Public Works followed MRSC roster process and determined Parametrix to be most qualified based on their previous experience on state funded project, experience with construction management of state funded pavement project, proficiency with LAG manual requirement, and high-quality work on previous city projects.

Therefore, Parks and Public Works seeks Council approval of selecting Parametrix for the construction management services of Snoqualmie Parkway Rehabilitation Project and authorize the mayor to sign the A&E Services Agreement.

## BUDGET IMPACTS

Administration recommends approving a contract with Parametrix in the amount of \$228,586 to provide construction management services for the Snoqualmie Parkway Rehabilitation Project. The City included this project in the 2023-2028 Capital Improvement Plan (CIP) (see Exhibit #5) and into the 2023-2024 Biennial Budget with a budget of \$6,400,000. When accounting for the value of this contract, current year expenditures, and the outstanding value of previously approved contracts, the City has a remaining project budget of \$5,914,098 for the 2023-24 Biennium (please see the table below or on the next page). Therefore, sufficient appropriation exists within the 2023-2024 Biennial Budget to fund the contract.

## Snoqualmie Parkway Rehabilitation

2023-2024 Biennial Budget		
Beginning Budget	\$	6,400,000
Expenditures	\$	(73,546)
Outstanding Contract Value <i>(Previously Approved)</i>	\$	(183,770)
Current Available Budget	\$	6,142,684
Value of this Contract <i>(AB23-058)</i>	\$	(228,586)
Available Budget after AB23-058	\$	5,914,098

### NEXT STEPS

Following Council approval staff will work with the Mayor to execute the final contract agreement with Parametrix. Construction of the Snoqualmie Parkway project will be completed Summer 2023.

### PROPOSED ACTION

Move to adopt Resolution No. Selecting Parametrix for construction management services of Snoqualmie parkway rehabilitation project and authorize the Mayor to sign.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON AWARDED AND AUTHORIZING EXECUTION OF AN ENGINEERING CONTRACT WITH PARAMETRIX INC. FOR THE CONSTRUCTION MANAGEMENT SERVICES OF SNOQUALMIE PARKWAY REHABILITATION PROJECT**

**WHEREAS**, pursuant to Ordinance No. 448 as codified in Snoqualmie Municipal Code Section 1.08.010, the City of Snoqualmie has adopted the classification of non-charter code city, retaining the mayor-council plan of government as provided for in Chapter 35A.12 RCW; and

**WHEREAS**, pursuant to RCW 39.80, agencies contracting for architectural and engineering services must publicly announce requirements for such services, and negotiate contracts for these services on the basis of demonstrated competence and qualification, and at fair and reasonable prices; and

**WHEREAS**, pursuant to SMC 2.90.020, the City can use the MRSC consultant/vendor roster to select consultants for work involving architectural, engineering and landscape architect services; and

**WHEREAS**, City staff has selected Parametrix. from the MRSC consultant/vendor roster as the most qualified firm to perform the construction management services for the Snoqualmie Parkway Rehabilitation Project; and

**WHEREAS**, City staff recommends using Parametrix for construction management services of the Snoqualmie Parkway Rehabilitation Project;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOQUALMIE, WASHINGTON AS FOLLOWS:**

**Section 1. Award of Engineering Contract.**

The contract for the Construction management of the Snoqualmie Parkway Rehabilitation Project is hereby awarded to Parametrix.

**Section 2. Authorization for Contract Execution.**

The Mayor is authorized to execute an engineering contract in the amount of \$228,585.98 with Parametrix.in substantially the form attached hereto as Exhibit A.



**PASSED** by the City Council of the City of Snoqualmie, Washington, this 2<sup>nd</sup> day of May 2023.

---

Katherine Ross, Mayor

Attest:

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Deana Dean, City Clerk

Approved as to form:

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Anna Astrakhan, Assistant City Attorney

**CITY OF SNOQUALMIE**  
**AGREEMENT FOR CONSULTANT SERVICES**  
**Contract Title: Williams Addition Water Main Replacement**

THIS AGREEMENT made and entered into by and between the CITY OF SNOQUALMIE, a Washington municipal corporation (the "City"), and Parametrix, Inc. a Washington corporation ("Consultant") is dated this \_\_\_\_ day of \_\_\_\_\_ 2023.

Consultant Business: Parametrix, Inc.  
 Consultant Address: 1019 39<sup>th</sup> Avenue SE, Ste 100  
 Puyallup, WA 98374  
 Consultant Phone: 206-604-6600  
 Consultant Fax: 855.542.6353  
 Contact Name: Matt Kastberg  
 Contact e-mail: [MKastberg@parametrix.com](mailto:MKastberg@parametrix.com)

Federal Employee ID No.:

Authorized City Representative for this contract: Michael Chambless, Department Director

WHEREAS, the City desires to obtain construction management services for the Snoqualmie Parkway Rehabilitation Project;

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with expertise in the area transportation engineering and construction management; and

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

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

**1. Employment of Consultant.**

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

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

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

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

**2. Compensation.**

A. The total compensation to be paid to Consultant, including all services and expenses, shall not exceed \$ 228,585.98 as shown on Exhibit B, which shall be full compensation for the Work. Consultant shall notify the City when its requests for payment reach eighty-five percent of the total compensation.

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

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

### **3. Request for Payment.**

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

B. All requests for payment should be sent to

City of Snoqualmie  
Attn: Hind Ahmed  
38624 SE River Street  
P.O. Box 987  
Snoqualmie, WA 98065

### **4. Work Product.**

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

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

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

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

**7. Indemnification.**

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

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

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

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

**8. Insurance.**

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

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers' Compensation Insurance for its employees, unless the Consultant covers such employees.
2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile used by Consultant in the course of the Work. A statement by Consultant and approved by the City Administrator, certifying that no vehicle will be used in accomplishing this Agreement, may be substituted for this insurance requirement.
4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written

on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.

5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. Notices.**

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

City of Snoqualmie  
Attn: Hind Ahmed  
38624 SE River Street  
P.O. Box 987  
Snoqualmie, WA 98065

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

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

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

<p>CITY OF SNOQUALMIE, WASHINGTON</p> <p>By: _____ Its: Mayor Date: _____</p>	<p>CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.</p> <hr/> <p>Corporation</p> <p>[Consultant's Complete Legal Name]</p> <p>By: _____ Typed/Printed Name: _____ Its: _____ Date: _____</p>
<p>ATTEST:</p> <p>Deana Dean, City Clerk Date: _____</p>	
<p>APPROVED AS TO FORM:</p> <p>Anna Astrakhan, Assistant City Attorney Date: _____</p>	

## ATTACHMENT 1 – SCOPE OF WORK

### PROJECT BACKGROUND

This project makes improvements to Snoqualmie Parkway from SE 99th St to SR 202 (Railroad Ave SE). Improvements include grind and overlay pavement rehabilitation, loop replacements, ADA improvements including ramps and pedestrian push buttons at signalized intersections, channelization; and other related improvements all while keeping Snoqualmie Parkway open and passable to traffic.

### SCOPE OF WORK

#### TASK 100 – PROJECT MANAGEMENT

##### Subtask 1.1 – Project Management

This task includes all work related to the management, administration, and coordination of Consultant activities. The Consultant shall provide the following project management services, including:

1. Regular communication with the City Project Manager on all aspects of work under this Scope of Work, including progress and budget.
2. Coordination of the Consultant's project team to ensure consistency across team efforts.
3. Provide a monthly progress report that addresses the following:
  - Current Project issues with recommended solutions.
  - Identification of any items anticipated to be required from the City and/or the Designer.
  - Summary of changes to the Consultant's scope and/or budget during the reporting period.
4. Prepare a Health and Safety Plan for the Consultant's own work to be performed while onsite during the construction period.

##### **DELIVERABLES:**

1. Progress Reports including schedule updates
2. Meetings agendas and notes, with revisions as required
3. Health and Safety Plan



## **TASK 200 –PRE-CONSTRUCTION SERVICES**

This task consists of participation in a CM coordination kickoff meeting, development of a SharePoint based document control and information management system, assisting the City in preparing the pre-construction meeting and attending the pre- construction meeting.

### **SUBTASK 2.1 – CM COORDINATION KICKOFF MEETING**

The Consultant shall attend the CM Coordination Kickoff Meeting and provide the following services:

1. Review the contract bid documents including the plans, specifications, and permit conditions.
2. Provide input to the City on the meeting agenda structure and topics for a CM coordination kickoff meeting with City staff.
3. Develop stakeholders' communication plan

#### **ASSUMPTIONS:**

1. The City will provide draft and final meeting minutes.
2. Assumes one meeting via Teams or Zoom, up to 2 hours.
3. The RE and Documentation shall attend this meeting.

#### **DELIVERABLES:**

1. Meeting agenda inputs.

### **SUBTASK 2.2 – DOCUMENT CONTROL AND INFORMATION MANAGEMENT SYSTEM**

The Consultant shall tailor forms, tracking logs, systems, and related documentation for the information management and document control services to be performed during construction for electronic copies, as outlined below.

1. Develop forms to track receipt, logging, filing, review, and routing of Project documents. Document control forms shall address the receipt, logging, reviewing, routing, filing and storage of necessary Project and contract documents, including but not limited to submittals, correspondence, meeting notes, e-mails, reports, Requests for Information (RFI), change orders, substitution requests, shop drawings, photos, inspection reports, construction drawings, specifications, and other construction-related documents.
2. Develop a project-specific SharePoint site for use by the Construction Management team and accessible by the City.

#### **ASSUMPTIONS:**

1. Maintenance of the Document Control system will be provided for under Subtask 300.5.
2. Forms and logs shall be in Excel.

#### **DELIVERABLES:**

1. Electronic files of all contracts related documents and correspondence

### **SUBTASK 2.3 – PRE-CONSTRUCTION SERVICES**

The Consultant shall provide the following pre-construction services:

1. Provide input to the City for the pre-construction meeting agenda.
2. Attend the pre-construction meeting.

#### **ASSUMPTIONS:**

1. Review and comment on draft meeting minutes distributed within two (2) days of meeting.
2. One pre-construction meeting, up to 4-hour duration.

### **TASK 300 – CONSTRUCTION SERVICES**

The Consultant will be responsible for all aspects of general construction management and inspection of contractor progress, including field inspections, document control, and change management. This includes reviewing the Contractor's baseline schedule, investigating, and resolving Change Orders and Field Directives. The Consultant will be responsible for review, monitoring and inspection of the Contractor and its subcontractors' work on the Project for problems or any violation or incompliance in implementing the Project design or the Contractor's safety programs. This also includes communication with the City during the duration of the construction.

### **SUBTASK 3.1 – CONSTRUCTION PROGRESS MEETINGS**

The Consultant shall provide the following construction progress

1. Schedule and lead the construction progress
2. Attend construction progress
3. Prepare and distribute meeting agendas.
4. Prepare draft minutes and distribute them within 1 day of the progress
5. Distribute the final meeting minutes within 2 days after receiving the City's comments.
6. Construction progress meetings

#### **ASSUMPTIONS:**

1. No field office will be provided for this Project. The Consultant shall conduct field work from a vehicle, equipped to provide data communication, and file storage.

#### **DELIVERABLES:**

1. Agendas.
2. Draft and final meeting minutes.

### **SUBTASK 3.2 – EVALUATE CONSTRUCTION SCHEDULE AND PROGRESS PAYMENTS**

The Consultant shall provide the following services:

1. Review and comment on the Contractor's Construction Schedule and Phasing Plan, outlining the proposed construction activities, including:
  - Review the baseline construction schedule showing the association of the main activities, schedule restrictions from permits, and other constraints and milestones.
  - Review and comment on Contractor's baseline schedule submittal and review compliance with the Contract.
  - Evaluate Contractor's schedule submittals for percent complete on each activity and compare reported, actual, and planned work progress.
  - Review effects of change requests and proposals on the Contractor's schedule.
  - Review of Contractors' monthly pay requests for compliance with contract.
  - Measure and verify the completion of all items on pay requests and make a recommendation on approval for payment.
  - Submit monthly recommendations for payment for the City's approval.
  - Verify and report on the completion of all items for the final contract progress payment.

#### **DELIVERABLES:**

1. Comments on the Contractor's Baseline Construction Schedule and Phasing Plan.
2. Recommendations on Contractor's monthly pay requests.

### **SUBTASK 3.3 – CONSTRUCTION DOCUMENTS AND FILE MAINTENANCE**

The Consultant shall provide services related to processing, tracking, and distributing of Requests for Information (RFIs) and submittals for the construction. The Consultant shall track all submittals to ensure timely review and return to the Contractor. The Consultant shall investigate and research RFIs as requested, track and distribute for response as appropriate to ensure timely response to the Contractor. Certain RFI responses may require coordination of response input from the City and/or design team. The Consultant shall check RFI responses for clarity, propose updated changes to the contract, and submit cost and schedule change proposals to the City. Services for this task may include but are not limited to:

1. Create, maintain, track, and distribute submittal logs to the City and Designer for approval.
2. Create, maintain, track, and distribute RFI logs to facilitate the review and commenting process.
3. Review submittals and submit written comments to the City on clarity and impacts to cost and schedule.
4. Coordinate with the City or design team for any material substitution requests from the Contractor.
5. Implement and maintain the Document Control Plan
6. Maintain the Project files conforming to the City's contract filing structure and Document Control Plan, which will include, at a minimum, all submitted and approved drawings, reports, RFI's, submittals, shop drawings, correspondence, nonconforming work reports, meeting minutes, and other Project information (digital photos, construction daily reports

7. Timely log and file all documents.

**ASSUMPTIONS:**

1. Submittals and RFI's will be saved electronically, hard copies will not be provided.

**DELIVERABLES:**

1. Submittal logs
2. RFI log
3. All project documentation shall be provided electronically.
4. Upload documents and maintain SharePoint

**SUBTASK 3.4 - CHANGE MANAGEMENT**

The Consultant shall oversee and manage change requests, proposals, Field Directives, and Change Orders. The Consultant shall communicate with the Project Manager to ensure the Contractor will complete the Project in accordance with the City's objectives of schedule, cost, quality, and safety. The Consultant shall be responsible for the following: reviewing, evaluating, and commenting on the Contractor's proposals and impacts to the Project schedule; making recommendations; performing change/cost negotiations with the Contractor as requested and directed by the City; preparing meeting notes; and documenting negotiations.

Services for this task include but are not limited to the following:

1. Support the City in anticipating construction activities or conditions where changes affecting cost or schedule may apply, or when input from the Designer may benefit the Project.
2. Review and evaluate change proposals, including Field Directives and Change Orders for entitlement/cost.
3. Review effects of change requests and proposals on the Contractor's schedule.
4. Track, verify, and summarize Time and Material sheets.
5. Prepare Change Order reports.
6. Attend and document all negotiations.
7. Prepare change order packages for routing to the City.
8. Package and process Change Orders for payment.
9. Track Field Directives.
10. Coordination and QA review of construction Contractor's (redline) of Project plans.

**ASSUMPTIONS:**

1. Changes will be sent to the City for review and approval

**DELIVERABLES:**

5. Change Order status reports with backup information.
6. Written correspondence (notice of deficiency) when tests, construction or any document prepared by the Contractor.
7. Negotiation meeting notes (draft and final).
8. Documentation of field directive evaluations and recommendations.
9. Change Order packages including documentation of change order evaluations and recommendations.

### **SUBTASK 3.5 - INSPECTION AND OTHER FIELD SERVICES**

The Consultant shall provide inspection and field services on site when the Contractor is working and shall report to the City daily.

The Consultant shall provide the following services:

1. Observe and inspect the work performed by the Contractor for completion in conformance with the approved plans and specifications.
2. Document the work performed by the Contractor and prepare Construction Daily Reports (CDR) that include estimated quantities and tracking of materials, labor and equipment on the site, work in progress, work completed, discrepancies, discussions, test results, weather, site conditions, and other pertinent items.
3. Provide a complete photographic record of pre-construction and construction conditions, including daily photographs using a digital camera, preferably by the same person, from unchanging vantage points as well as supplemental photographs of unusual occurrences or problem events.
4. Collect and distribute reports from testing companies and special inspectors. Function as the main point of contact for site visitors, permitting agency inspectors, utility crews, special inspectors, and other consultants and subcontractors.

#### **ASSUMPTIONS:**

1. Inspection time is estimated at 8 hours per day for 75 working days.

#### **DELIVERABLES:**

2. The inspector will provide a copy of the previous day's daily report to the CM daily (uploaded to the SharePoint site within 24 hours of work observed).
3. Field (Work Change) Directives, as needed.
4. Project photos, in digital format, will be provided as part of the document control system.
5. Copies of reports from testing companies and special inspectors

### **SUBTASK 3.6 – CONSTRUCTION CONTRACT CLOSE-OUT**

The Consultant shall provide the following construction contract close-out services:

1. Prepare a draft punch-list of items to correct or completed. Coordinate with City and Contractor for a final inspection meeting at the site to review the punch-list and development of a final punch-list.
2. Conduct a final review of Contractor's completed record documents to ensure completeness and accuracy.
3. Prepare a Certificate of Substantial Completion
4. Prepare a Certificate of Physical Completion, following the completion of all punch-list items and other requirements that may exist.

#### **DELIVERABLES:**

1. Draft and final punch-list.
2. Prepare Certificate of Substantial Completion
3. Prepare Certificate of Physical Completion.
4. Close-out documents (hard copies and electronic copies).

**TASK 400 –Material Testing**

Provide materials testing (oversight and report review) and special inspections services as necessary for paving and ADA requirements by prime consultant or as a subconsultant contracted directly to the prime consultant.



**PROPOSED WORK SCOPE:**

This cost estimate is based on quantities provided by the Client.

1. Sampling of HMA aggregate for acceptance and oil at the plant for ignition oven correction factor.
2. Concrete inspection/sampling for ADA ramps. Includes next-day pickups
3. Inspection and testing of HMA placement and compaction during overlay paving (minimum: one test per 100 tons).
4. Sampling and testing HMA during overlay paving for Rice density, extraction and gradation (minimum: one test sample per day or 1000 tons).
5. Written field reports will be prepared for all inspections and reviewed for QC.
6. This estimate is based on information and estimated quantities from the client. Quantities are from 60% plans.

**Material Testing - ESTIMATED HWA LABOR:**

Scope of Services	2023 PERSONNEL & HOURLY RATES						
	GeoEng VIII \$87.50	GeoEng IV \$50.00	Geol III \$40.50	Geol II \$33.00	Clerical \$33.00	TOTAL HOURS	TOTAL AMOUNT
<b><i>Asphalt Inspection and Testing, including:</i></b>							
Inspection and Testing during HMA overlay (18 days of overlay, 12hrs a day)				216		216	\$7,128
HMA Oven Ignition Correction Sampling of Aggregate and Oil (2 mixes x 2 initial sources, then at WSDOT sampling frequency)				8		8	\$264
HMA Sampling at Batch Plant (18 trips x 3 hrs.)				54		54	\$1,782
<b><i>Concrete Inspection and Testing, including:</i></b>							
ADA Ramp Testing (7 periodic visits, one test per curb ramp, plus next-day pickups)			28	21		49	\$1,827
<b><i>Project Management</i></b>							
Preconstruction Meeting	2		2			4	\$256
QA Review, Reporting, Submittal Reviews, and Report Distribution	16				8	24	\$1,664
<b>DIRECT SALARY COST</b>	18	0	30	299	8	355	<b>\$12,921</b>

**Material Testing - LABORATORY TESTING ESTIMATE:**

LABORATORY EXPENSE DESCRIPTION	Est No.	Unit Test	TOTAL
Asphalt Ignition Oven Correction (2 mixes, 3 burns each)	6	\$150	\$900
HMA Aggregate Acceptance (Voids, FF, SE) (2 mixes from 2 sources)	4	\$315	\$1,260
Bitumen Content by Extraction with Gradation of Aggregate (18 samples)	18	\$205	\$3,690
Maximum Theoretical Specific Gravity of HMA (Rice Density) (18 samples)	18	\$150	\$2,700
Concrete Compressive Strength Testing (7 sets x 4 per set)	28	\$35	\$980
<b>LABORATORY TOTAL:</b>			<b>\$9,530</b>

**EXPENSES:**

EXPENSE DESCRIPTION	Total Cost
Thin Lift (HMA Testing) Nuclear Gauge Rental (\$60/day), assuming 18 days	\$1,080
Mileage to and from the job site for all inspections/pickups at IRS mileage rate (32 trips)	\$1,500
Mileage for HMA, and aggregate sampling, at IRS mileage rate (20 trips)	\$1,400
<b>EXPENSE TOTAL:</b>	<b>\$3,980</b>

**ESTIMATED PROJECT TOTALS AND SUMMARY:**

Direct Salary Cost (DSC)	\$12,921
OH @ 2.0831 * DSC	\$26,916
FF @ 30% * (DSC)	\$3,876
Total Labor Cost	\$43,713
Laboratory Testing	\$9,530
Direct Expenses	\$3,980

**ESTIMATED PROJECT TOTAL:****\$57,223****Assumptions:**

1. These estimates may require adjustment due to the Contractor's rate of construction, weather delays, source changes and/or other factors beyond our control.
2. The HWA PM reserves the right to shift hours between the various subtasks as required.
3. The HWA work scope does not include safety assessment nor work pertaining to any environmental issues.
4. This cost estimate was prepared with the understanding that the Client will schedule inspection as needed.
5. All night work is charged at an 8 hour minimum segment. Night work cancelled within 12 hrs of scheduled time will be charged 4 hrs.
6. All weekend work is charged at an 4 hour minimum segment. Weekend work cancelled within 12 hrs of scheduled time will be charged 4 hrs.
7. 3000psi, Commercial, and concrete for curb and gutter, and sidewalks will not be tested.
8. This cost estimate assumes no aggregate compaction or acceptance testing will be performed.



City of Snoqualmie  
Snoqualmie Parkway Overlay  
CM Services

#### Task Order Cost Estimate

	Matt Kastberg PM/CM	Lori Gilbertson Accountant	Ben Blackburn RE	Wendy Fitzgerald Documentation	Tyler Stewart Inspector I	HWA Material Testing	Total
Rates	\$278.25	\$137.07	\$133.80	\$130.57	\$126.70	\$0.00	
Task 1 - Project Management	24	10		4			38
Task 2 - Construction Management	40		80				120
Task 3 - Construction Observation			80	0	600		680
Task 4 - Construction Documentation			80	300			380
Task 5 - Material Testing						\$57,223.00	
	64	10	240	304	600		1,218
<b>Sub Total</b>	\$17,808.00	\$1,370.70	\$32,111.04	\$39,693.89	\$76,018.20	\$57,223.00	\$224,224.83
<b>Expenses</b>							
Mileage/Expenses (.625/mi. x 2400 miles)							\$1,500.00
HWA Sub Mark up (5%)							\$2,861.15
<b>Total</b>							<b>\$228,585.98</b>

#### Assumptions

75 Working days  
8 hours per day x 75 = 600 (1 Inspector)  
PM time for coordination/follow up/ Invoice review  
Project set up/ financial tracking/ invoicing



## TRANSPORTATION CAPITAL PROJECT OR PROGRAM

## SNOQUALMIE PARKWAY REHABILITATION PROJECT

CIP Project ID: TRN23002CIP

Previously Spent: \$0

Department: Transportation

Current Project Budget: \$6,400,000

Project Status: Other

Original Budget at CIP Inception: \$6,380,000

Project Location: Snoqualmie Parkway

Years Project in CIP: 2

Project Contact: Michael Chambliss

Contact Email: mchambliss@snoqualmiewa.gov

## Description:

The Snoqualmie Parkway is deteriorating as it ages. Consequently, the goal of this project is to rehabilitate, replace, or reconstruct the Snoqualmie Parkway and other related right-of-way assets. The project will address high priority maintenance needs including, but not limited to, the resurfacing of the roadway pavements. The project may also tend to street lighting, ADA ramps, striping, and traffic signal systems as needed.

## Photo or Map:



## Community Impact:

The intent of this project is to maintain the condition of a vital principal arterial connecting the historic downtown to Snoqualmie Ridge, two important state highways (SR 18, SR 202), and one interstate (I-90). This project will help to reduce the long-term cost of major reconstruction by extending the life of the Snoqualmie Parkway.

## Operating Impact:

This project will provide a new monolithic surface for the parkway. By overlaying the existing cracks, we will prevent additional water intrusion and continued damage from freeze thaw cycles. With proper maintenance, it is expected that the overlay will have a 15-20 year life before needing major rehabilitation resulting in hundreds of thousands of dollars in maintenance savings.

## Budget:

Project Activities	% of Budg.	Total Activity Budget	2023	2024	2025	2026	2027	2028	2029 or Beyond
Analysis	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design	4%	\$ 249,336	\$ 249,336	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	78%	\$ 4,986,722	\$ 4,986,722	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Const. Manage	4%	\$ 249,336	\$ 249,336	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	8%	\$ 498,672	\$ 498,672	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Art	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Labor	5%	\$ 291,265	\$ 291,265	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	2%	\$ 124,668	\$ 124,668	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>100%</b>	<b>\$ 6,400,000</b>	<b>\$ 6,400,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Operating		\$ (162,000)	\$ (25,000)	\$ (26,000)	\$ (27,000)	\$ (27,000)	\$ (28,000)	\$ (29,000)	*

TOTAL PROJECT BUDGET: \$6,400,000

TOTAL OPERATING BUDGET: -\$162,000

## Anticipated Funding Mix:

Source	Total Sources	2023	2024	2025	2026	2027	2028
Util. & Trans. Taxes	\$ 1,400,000	\$ 1,400,000	\$ -	\$ -	\$ -	\$ -	\$ -
State Legislative Direct	\$ 5,000,000	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 6,400,000</b>	<b>\$ 6,400,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## Fiscal Notes:

\* The City will continue to see a reduction in operating expenditures resulting from the project into the future.

TOTAL FUNDING SOURCES: \$6,400,000  
FUTURE FUNDING REQUIREMENTS: \$0