

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

MOTION NO. 22-006

AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE TO EXECUTE A CONTRACT FOR THE AWARD OF RFQ 004-21BC FOR SANITARY SEWER ENGINEERING SERVICES WITH RH2 ENGINEERING, INC. AT THE SNOHOMISH COUNTY AIRPORT

WHEREAS, Snohomish County Airport owns and operates its own sanitary sewer system and has a contract with Mukilteo Water and Wastewater District (MWWD) for wastewater disposal; and

WHEREAS, the continued commercial and industrial growth within the Airport requires continued updating of the Airport Sanitary Sewer Utility Plan; and

WHEREAS, the Airport is committed to improvements to its aging infrastructure by mitigating its exposure to Infiltration and Inflow (I&I) of its wastewater facility; and

WHEREAS, the County has selected RH2 Engineering, Inc. on the basis of their qualifications for the sanitary sewer engineering on-call services required in RFQ 004-21BC; and

WHEREAS, the RH2 Engineering, Inc. Airport Sanitary Sewer On Call Engineering Consulting Services Contract shall not exceed \$500,000; and


WHEREAS, the work is to be accomplished under task orders authorized by the Airport Director within the scope and total compensation limits authorized by this contract; and

WHEREAS, the contract shall be in effect until its expiration on December 31, 2023, or per the contract term extensions for three (3) additional (1) year terms not to exceed original contract amount;

NOW, THEREFORE, ON MOTION, the Snohomish County Council authorizes the County Executive to execute a professional services contract for Airport Sanitary Sewer On Call Engineering Consulting Services with RH2 Engineering, Inc. not to exceed \$500,000, in the form attached hereto, and further authorizes the Airport Director or their designee to approve individual task orders pursuant to this contract.

PASSED this 19<sup>th</sup> day of January, 2022.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

  
\_\_\_\_\_  
Council Chair

ATTEST:

  
\_\_\_\_\_  
Asst. Clerk of the Council

**Snohomish County Airport  
Airport Sanitary Sewer On Call Consulting Services  
RFQ No. 24-19SR**

CONSULTANT: RH2 ENGINEERING, Inc.  
CONTACT PERSON: John Hendron, P.E.  
ADDRESS: 22722 29<sup>th</sup> Drive SE, Suite 210  
Bothell, WA 98021  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: \_\_\_\_\_  
TELEPHONE/FAX NUMBER: 425-951-5400/425-951-5401  
COUNTY DEPT: Airport  
DEPT. CONTACT PERSON: Curtis Jasper, P.E.  
TELEPHONE/FAX NUMBER: (425) 388-5117 / (425) 388-7005  
PROJECT: Sanitary Sewer Engineering Services On-Call  
AMOUNT: \$500,000  
FUND SOURCE: 410.5216804101 Professional Services  
CONTRACT DURATION: Executed Date through December 31, 2023  
[unless extended or renewed pursuant to  
Section 2 hereof]

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and RH2 Engineering, Inc., a Washington corporation (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is Sanitary Sewer Engineering Services On-Call. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. Work will be issued through authorized Task Orders signed by the parties that define the scope of services, schedule and compensation. This Agreement is the product of County RFQ No. 004-21BC, Snohomish County Airport – Sanitary Sewer Engineering Services – Paine Field, On Call.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified

to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon contract execution (the “Effective Date”) and shall terminate on December 31, 2023 with no new work allowed after December 31, 2023, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for three (3) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor, AND PROVIDED, HOWEVER, that the County’s obligations after December 31, 2021 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement. PROVIDED, HOWEVER, that in no event shall the total amount charged by Contractor paid by the County for services during the initial term (excluding extensions or renewals, if any) of this Agreement exceed \$500,000. Time of Contractor or subconsultant staff spent in travel related to the provision of services under this Agreement shall not be compensated. Time may be recorded and invoiced by Contractor in fractional hours with increments of no less than fifteen (15) minutes.

b. Overhead and Expenses. The Contractor’s compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

d. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email [SnocoEpayables@snoco.org](mailto:SnocoEpayables@snoco.org) and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor’s own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor’s obligations under this Agreement (the “Contractor personnel”), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers’ compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Curtis Jasper, P.E.  
Title: Airport Engineer  
Department: Airport  
Telephone: (425) 388-5117  
Email: Curtis.jasper@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys'

fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the

coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition or equivalent, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 or equivalent current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000;

(v) Professional Liability: \$1,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after thirty (30) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy,



and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

[The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.]

14. Federal Non-discrimination and Federal Compliance. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

A. General Civil Rights Provisions: The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. Title VI Solicitation Notice: The Snohomish County Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color, or national origin in consideration for an award.

C. Compliance with Nondiscrimination Requirements: During the performance of this contract, the Contractor, for itself, its assignees, its consultants, its subcontractors and successors (hereinafter collectively referred to as contractor) in interest agrees as follows:

(1) **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract as Schedule C.

(2) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

(3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** If subcontracts applicable, in all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

(4) **Information and Reports.** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this contract, the County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, if any. The Contractor will take action with respect to any subcontract as the County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, the contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. Employment of County Employees. SCC 2.50.075, “Restrictions on future employment of County employees,” imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor’s work hereunder.

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

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party’s reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a “force majeure event”), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within ten (10) business days of written notice to do so by the County, the County may



release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFQ identified in Section 1. The RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFQ and the Contractor's response, the RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Federal Suspension and Debarment Certification. Federal Executive Order 12549 prohibits federal, state and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the contractor/vendor to advise Snohomish County, in writing, of any current Federal Suspension and Debarment.

By signing and executing this contract, the Contractor certifies that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

  
Ken Klein, Executive Director

Klein, Kenneth  
2022.01.19 14:06:38  
-08'00'

County Executive \_\_\_\_\_ Date

Approved as to insurance  
and indemnification provisions:

**Barker, Sheila** Digitally signed by Barker, Sheila  
Date: 2021.12.21 15:37:39  
-08'00'

Risk Manager \_\_\_\_\_ Date

Approved as to form only:

**Corsi, Michelle** Digitally signed by Corsi, Michelle  
Date: 2021.12.21 17:07:35 -08'00'

Deputy Prosecuting Attorney \_\_\_\_\_ Date

RH2 Engineering, Inc:

**Richard L Ballard** Digitally signed by Richard L Ballard  
DN: cn=Richard L Ballard, c=US, o=RH2  
Engineering, Inc, ou=Consultant,  
email=rballard@rh2.com  
Date: 2021.10.28 12:05:07 -07'00'

Rick Ballard, PE \_\_\_\_\_ Date  
Director \_\_\_\_\_

Approved as to form only:

\_\_\_\_\_  
RH2 Engineering, Inc., Attorney

# **Schedule A**

## **Scope of Services**

### **Background**

Snohomish County Airport (Airport) consists of approximately 1,250 acres of land owned by Snohomish County and is located adjacent to the City of Everett and the City of Mukilteo. The Airport owns and operates its own sanitary sewer system and has a contract with the Mukilteo Water and Wastewater District (MWWD) for wastewater disposal.

RH2 Engineering, Inc., (RH2) has been retained by the Airport for on-call sanitary sewer engineering services. As part of those services, RH2 has been tasked with preparing and updating a Sanitary Sewer Utility GIS system which can be layered with other Airport utilities. The GIS shall include pipe types, lengths, slopes, and year of placement, and sewer manhole details with coordinates, rim and invert elevations, and type/size of manhole. Other tasks include but are not limited to: investigating and recommending improvements to mitigate infiltration and inflow (I&I); design and construction contract administration of future projects such as pump station and SCADA replacements; and consulting regarding the interface with MWWD.

### **Task 1 – Sanitary Sewer GIS**

**Objective:** Update the Airport's existing GIS system for sewer facilities. Keep the plan updated as new sewer projects are completed, both by others and by RH2.

#### **Approach:**

- 1.1 Gather engineering record drawings and update existing GIS files. The Sanitary Sewer Utility Plan shall include pipe types, lengths, slopes, and year of placement, and sewer manhole details with coordinates, rim and invert elevations, and type/size of manhole.
- 1.2 Update the draft plan with current survey information.
- 1.3 Work with the Airport Project Manager so that the updates can be incorporated into a comprehensive Utility Plan with other Airport utilities in AutoCAD and GIS layers.
- 1.4 Incorporation of AutoCAD and GIS data into Cartograph software.
- 1.5 Update the Sanitary Sewer GIS files as needed when changes are made to the sewer system.

#### **Assumptions:**

- *RH2 will rely upon the accuracy and completeness of any information, data, and materials generated or produced by the Airport or others in relation to this Scope of Services.*

#### **Provided by Airport:**

- Available engineering record drawings.

#### **RH2 Deliverables:**

- Sanitary Sewer Utility Plan in AutoCAD format.



## **Task 2 – Investigate and Recommend Improvements to Mitigate I&I**

**Objective:** Meet with the Airport Project Manager and employees to discuss the Airport’s sewer system and develop an approach for I&I, total load assessment, and abatement. As a result of the meetings, test and assess suspect areas of the Airport and recommend improvements.

### **Approach:**

- 2.1 Identify suspect areas of the Airport that require investigation or quantifiable data collection and identify an effective way to test each area.
- 2.2 Perform testing and subsequent assessment.
- 2.3 Recommend improvements.

### **RH2 Deliverables:**

- Testing of areas suspected of high I&I and recommended improvements.

## **Task 3 – Design and Construction Contract Administration of Future Projects**

**Objective:** Based on consultation with the Airport and Airport prioritization of recommended improvements, or based on new Airport project developments that require sewer improvements, perform engineering design and/or construction contract administration of sanitary sewer projects.

### **Approach:**

Provide engineering design and/or construction contract administration services for sanitary sewer projects the Airport identifies, includes;

- 29<sup>th</sup> St Sewer Lift Station SCADA
- Navy Lift Station SCADA
- Permanent Flow Meter locations with SCADA

- 3.1 Provide Snohomish County bid documents and bid assistance to the Airport.
- 3.2 Provide construction contract administration services or a portion thereof, to be determined per project.

### **RH2 Deliverables:**

- Engineering design, bid documents, bid assistance, and construction contract administration services as requested by the Airport.

## **Task 4 – Interface with Mukilteo Water and Wastewater District**

**Objective:** Revisit the Mukilteo Water and Wastewater District (MWWD) contract objectively to ascertain ways to clarify, modify, and/or generally improve the contract and interaction with MWWD.

### **Approach:**

- 4.1 If issues arise, collect necessary data, analyze, and offer solutions.

## **Task 5 – Other Services Requested by the Airport**

**Objective:** As sanitary sewer service issues arise, provide professional engineering services as needed.

### **Approach:**

5.1 Provide professional engineering services as needed as sanitary sewer issues arise.

### **RH2 Deliverables:**

- Deliverables to be based on individual requests for assistance.

### **Schedule**

The contract term will be effective upon the date of contract execution through December 31, 2023 with the option to renew for three (3) additional one year (1) terms, at the sole discretion of the County and upon written notice from County to contractor, subject to the “Time of Performance” and the “Termination” provisions of this Agreement.

The work will be accomplished under task orders authorized by Airport Director or Deputy Airport Director within the general scope and total compensation limits authorized by this Agreement. The scope of each task order will be included in each approved task order.



# Schedule A-2 Sample Task Authorization Form

Paine Field/Snohomish County Airport  
Engineering On-Call Services Task Assignment



## TASK ORDER/ASSIGNMENT WORK AUTHORIZATION

County RFP/RFQ No.   
 PO/PR No.   
 On-Call Contract Name:

TASK ORDER/ASSIGNMENT No.

PROJECT NAME:

The above listed consultant shall perform the **SCOPE OF WORK** attached as **SCHEDULE A** hereto in accordance with the terms, stipulations, and conditions of the their On-Call Consulting Services Contract (Master Agreement). The dollar amount negotiated for the scope of work under this Task Order/Assignment is a fixed amount that may be amendment in writing.

Estimated Task Order/Assignment Completion Date:	<input style="width: 95%; height: 15px;" type="text"/>
Order/TA Total Agreement Amount	\$ 0.00
a. Not-to-Exceed Amount of this Task Order/Assignment	\$ 0.00
b. Total amount of previously authorized Task Order/Assignments(s)	\$ 0.00
c. Totals of authorized Task Order/Assignment to this Supplement to date (a. + b. above =c.)	\$ 0.00
Balance of Remaining for Future Work Authorizations to this Supplement	\$ 0.00

Please refer to **SCHEDULE B, "COMPENSATION"** for detailed information on the costs of this Work.

Invoices for this Work Authorization shall be in accordance with original Agreement and shall not fail to include:

1. Unique Project Number
2. Invoice Number and Date
3. Task Order/Assignment Number
4. Master Agreement: County RFP/RFQ Number
5. Brief Progress Report

This Task Order/Assignment is hereby executed by having the parties affix their signatures below.

On-Call Contractor (as listed above)

Snohomish County Designated Representative (see contract)

By    
 \_\_\_\_\_  
 Signature Date  
  
 \_\_\_\_\_  
 Print Name  
  
 \_\_\_\_\_  
 Title

By    
 \_\_\_\_\_  
 Signature Date  
  
 \_\_\_\_\_  
 Print Name  
  
 \_\_\_\_\_  
 Title

## Schedule B Compensation

The work will be accomplished under task orders authorized by Airport Director or Deputy Airport Director within the general scope and total compensation limits authorized by this Agreement. The rates listed below shall be used unless otherwise approved. The maximum compensation and compensation method for each task order will be included in each approved task order. The travel time of RH2 Engineering, Inc. or subconsultant staff spent in related to the provision of services under this Agreement shall not be compensated. No travel costs shall be reimbursed unless otherwise agreed in writing or defined by the task order. Time may be recorded and invoiced by RH2 Engineering, Inc. in fractional hours with increments of no less than fifteen (15) minutes. All subconsultants or subcontracts may not be marked up more than 4.0%.

<b>RH2 ENGINEERING, INC. 2022 SCHEDULE OF RATES AND CHARGES</b>		
<b>RATE LIST</b>	<b>RATE</b>	<b>UNIT</b>
Professional I	\$161	\$/hr
Professional II	\$176	\$/hr
Professional III	\$193	\$/hr
Professional IV	\$208	\$/hr
Professional V	\$224	\$/hr
Professional VI	\$238	\$/hr
Professional VII	\$255	\$/hr
Professional VIII	\$266	\$/hr
Professional IX	\$266	\$/hr
Control Specialist I	\$146	\$/hr
Control Specialist II	\$158	\$/hr
Control Specialist III	\$174	\$/hr
Control Specialist IV	\$189	\$/hr
Control Specialist V	\$201	\$/hr
Control Specialist VI	\$216	\$/hr
Control Specialist VII	\$232	\$/hr
Control Specialist VIII	\$241	\$/hr
Technician I	\$122	\$/hr
Technician II	\$133	\$/hr
Technician III	\$151	\$/hr
Technician IV	\$163	\$/hr
Technician V	\$177	\$/hr
Technician VI	\$194	\$/hr
Technician VII	\$210	\$/hr
Technician VIII	\$222	\$/hr
Administrative I	\$80	\$/hr
Administrative II	\$94	\$/hr
Administrative III	\$113	\$/hr
Administrative IV	\$133	\$/hr
Administrative V	\$152	\$/hr
Subconsultants	4%	Cost +
Outside Services	at cost	

## Schedule [AH1]C

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its consultants, its subcontractors, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, as they may be amended from time to time and which are incorporated herein by reference, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 16871 *et seq.*). Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)