



Agenda
City Council Regular Meeting
Tuesday, February 7, 2023
Richland City Hall Council Chambers
625 Swift Boulevard

City Council Regular Meeting - 6:00 p.m.

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

1. Swearing-In of Richland Police Officer Cooper Shelby
 - Brigit Clary, Chief of Police
2. Benton County Recovery Center Update
 - Matt Rasmussen, Benton County Deputy Administrator
3. New Hires & Retirements
 - Lacey Paulsen, Human Resources Director

Public Hearing: Please limit public hearing comments to 3 minutes. Comments must speak only to the item for which the hearing is convened. Records intended for Council consideration must be given to the City Clerk distribution.

4. Amending the 2023-2028 Six-Year Transportation Improvement Program, Resolution No. 2023-11
 - Pete Rogalsky, Public Works Director

Public Comments: Please limit public comments to 2 minutes. The public comment period is not an opportunity for dialogue with councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. Records intended for Council consideration must be given to the City Clerk for distribution.

Consent Calendar: Items on the Consent Calendar have been distributed to the City Council in advance for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no discussion. Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

5. Approval of the January 17, 2023 City Council Regular Meeting Minutes and the January 24, 2023 City Council Workshop Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

None.

Ordinances - Second Reading & Passage:

6. Ordinance No. 2023-02, Amending Chapter 5.30 of the Richland Municipal Code related to Public Massage Parlors and Public Bathhouses
 - Heather Kintzley, City Attorney

Resolutions - Adoption:

7. Resolution No. 2023-07, Authorizing a Consulting Agreement with RH2 Engineering, Inc. for the Wastewater Treatment Plant Anaerobic Digester Functionality Audit
 - Pete Rogalsky, Public Works Director
8. Resolution No. 2023-12, Authorizing Grant Agreements with the Washington State Department of Transportation for the Systemic Stop-Controlled Intersection Improvements Project and the Systemic Pedestrian Crossing Safety Improvement Project
 - Pete Rogalsky, Public Works Director
9. Resolution No. 2023-13, Authorizing an Amendment to the Consultant Agreement with RH2 Engineering, Inc. for the Horn Rapids Irrigation Booster Pump Stations Project
 - Pete Rogalsky, Public Works Director
10. Resolution No. 2023-14, Authorizing an Amendment to the Property Development, Right-of-Way Improvements, and Right-of-Way Vacation Agreement with ABC Wellsian Way, LLC
 - Pete Rogalsky, Public Works Director
11. Resolution No. 2023-16, Setting a Meeting to Consider the Proposed Annexation of 1.83 Acres Known as Short Plat 739, Lot 3 (Ryan Tucker)
 - Kerwin Jensen, Development Services Director
12. Resolution No. 2023-17, Authorizing a Consulting Agreement with MacKay Sposito, Inc. for the Horn Rapids Master Plan Update
 - Kerwin Jensen, Development Services Director
13. Resolution No. 2023-18, Updating Council Assignments for Calendar Year 2023
 - Jon Amundson, City Manager
14. Resolution No. 2023-19, Authorizing a Fourth Amendment to the Professional Services Agreement with Brown & Rio, PLLC for Prosecution Services
 - Heather Kintzley, City Attorney

Items - Approval:

15. Appointment to the Tri-City Regional Hotel-Motel Commission: Yesenia Galvez
 - Jennifer Rogers, City Clerk

Expenditures - Approval:

Items of Business:

16. Resolution No. 2023-11, Amending the 2023 - 2028 Transportation Improvement Program and authorizing Grant Agreements with the Washington State Transportation Improvement Board for the Downtown Connectivity Improvements Project and the Jadwin Avenue Sidewalk Improvements Project
 - Pete Rogalsky, Public Works Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

This meeting will be broadcast live on [CityView Channel 192](#) on the City's website and on the [City's YouTube Channel](#).

Richland City Hall is ADA accessible. Any individual who has difficulty attending the meeting in-person may request to provide comments remotely. (Ch. 42.30 RCW) Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 509-942-7389.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/7/2023

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the January 17, 2023 City Council Regular Meeting Minutes and the January 24, 2023 City Council Workshop Meeting Minutes

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the meeting minutes from the City Council regular meeting held on January 17, 2023, and the City Council workshop meeting held on January 24, 2023.

Summary:

Draft minutes from the January 17, 2023 City Council regular meeting minutes and the January 24, 2023 City Council workshop meeting minutes are presented for Council's consideration and approval.

Fiscal Impact: None.

Attachments:

1. Draft January 17, 2023 City Council Meeting Minutes
2. Draft January 24, 2023 Council Workshop Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, January 17, 2023

**Richland City Hall ~ Council Chambers
625 Swift Boulevard**

City Council Regular Meeting - 6:00 p.m.

Mayor Christensen called the Council meeting to order at 6:00 p.m.

Welcome and Roll Call

Mayor Christensen welcomed those in the audience and expressed appreciation for their attendance.

Attendance: Mayor Christensen and Councilmembers Kent, Lukson, Richardson and VanDyke (remote attendance via Zoom) were present. Interim Councilmember Whitten joined Council at the dais after approval of Resolution No. 2023-06 and reciting his Oath of Office. Councilmember Jones was absent.

MAYOR CHRISTENSEN MOVED AND COUNCILMEMBER RICHARDSON SECONDED THE MOTION TO EXCUSE COUNCILMEMBER JONES. MOTION CARRIED 5-0.

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Huntington, Development Services Director Jensen, Public Works Director Rogalsky, Energy Services Director Whitney, Finance Director Allen, Human Resources Director Paulsen, Parks & Public Facilities Director Hester and City Clerk Rogers.

Pledge of Allegiance

Mayor Christensen led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

COUNCILMEMBER LUKSON MOVED AND COUNCILMEMBER KENT SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 5-0.

Resolution for Adoption

1. Resolution No. 2023-06, Confirming the Appointment of Ryan Whitten as Interim Councilmember to Position No. 7 on the Richland City Council

MAYOR CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2023-06, CONFIRMING THE APPOINTMENT OF RYAN WHITTEN AS INTERIM COUNCILMEMBER TO POSITION

NO. 7 ON THE RICHLAND CITY COUNCIL. MOTION CARRIED 5-0.

Presentations

2. Swearing-In of Interim Councilmember Ryan Whitten to Position No. 7 on the Richland City Council

City Clerk Rogers administered the Oath of Office to Ryan Whitten to serve as interim councilmember in Position No. 7 on Richland City Council.

3. Selection of Mayor Pro Tem for 2023

Mayor Christensen reviewed the City's procedures for the selection of a mayor pro tem and opened the floor for nominations. Councilmember VanDyke nominated himself. Councilmember Lukson nominated Councilmember Richardson. No other nominations were made. The following votes were cast:

For VanDyke: Christensen, Whitten, VanDyke

For Richardson: Kent, Lukson, Richardson

Due to a tie in votes cast, City Clerk Rogers called for another vote. The following votes were cast:

For VanDyke: Christensen, VanDyke

For Richardson: Kent, Lukson, Richardson, Whitten

Councilmember Richardson won the office of mayor pro tem by a majority vote of 4-2.

Mayor Christensen provided a brief overview of current council assignments to various internal and external boards, commissions and committees. Due to recent changes on Council, the current council assignments will need to be amended for the remainder of 2023. Mayor Christensen encouraged Council to communicate any feedback regarding their current and desired assignments to City Manager Amundson for preparation of a resolution to formalize the assignments at the February 7, 2023 meeting.

Public Hearing

City Clerk Rogers read the Public Hearing and Public Comments procedures.

4. Establishing a Targeted Urban Area (TUA) in North Richland on Lands Zoned for Industrial and Manufacturing Uses, Resolution No. 2023-10

Mayor Christensen opened the public hearing at 6:15 p.m.

The following individuals provided public hearing testimony:

Diahann Howard - 3250 Port of Benton Blvd. Richland, WA: Ms. Howard, Executive

Director of the Port of Benton, thanked staff for their collaboration and partnership, then thanked City Council for including the Port of Benton's industrial property in the proposed TUA district. Lastly, Ms. Howard provided testimony supporting adoption of Resolution No. 2023-10.

Karl Dye - 7130 W. Grandridge Blvd. Kennewick, WA: Mr. Dye, TRIDEC President and CEO, thanked staff for their collaboration on the proposed TUA district and provided testimony supporting adoption of Resolution No. 2023-10.

Hearing no other testimony, Mayor Christensen closed the public hearing at 6:18 p.m.

Public Comments

The following individuals provided public comments:

Laila Krowiak - 1523 Hains, Richland, WA: After referencing a recent pedestrian-vehicle accident, Ms. Krowiak called on Council to consider diverting the \$3.5 million grant funding received from the Transportation Improvement Board (TIB) designated for the Downtown Connectivity Improvements Project towards street and traffic calming designs in high conflict zones. Ms. Krowiak also asked Council to prioritize the safety of pedestrians by implementing a road diet on all major inter-urban multi-lane arterials to protect vulnerable road users.

Michael Alvarez - Richland, WA: Benton County Commissioner Michael Alvarez congratulated Mayor Christensen, Mayor Pro Tem Richardson and Councilmember Whitten, then thanked all councilmembers for their service.

Amanda Divine - 2148 Davison Ave., Richland, WA: Ms. Devine thanked Council for implementing pedestrian safety measures, and encouraged Council to continue their focus on prioritizing pedestrian and bicycle safety within the community.

Randy Slovic - 42 Newcomer, Richland, WA: Ms. Slovic spoke of a pedestrian-vehicle accident involving a family member some years ago, and advocated for improved pedestrian and bicycle safety measures.

Patrick McLaughlin - 2313 Enterprise Dr., Richland, WA: Mr. McLaughlin concurred with statements made regarding pedestrian and bicycle safety. Mr. McLaughlin also advocated for reduced traffic speeds and the utilization of traffic calming measures for the residential neighborhood within the vicinity of the Snyder boat launch.

Consent Calendar

City Clerk Rogers read the consent calendar as follows:

MAYOR PRO TEM RICHARDSON MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED.

MOTION CARRIED 6-0.

Minutes

5. Approval of the January 3, 2023 City Council Regular Meeting Minutes and the January 6, 2023 City Council Special Meeting Minutes

Ordinances - First Reading

6. Ordinance No. 2023-02, Amending Chapter 5.30 of the Richland Municipal Code related to Public Massage Parlors and Public Bathhouses

Ordinances - Second Reading & Passage

7. Ordinance No. 2023-01, Adding a new Chapter 9.09 entitled Controlled Substances to Title 9: Crime of the Richland Municipal Code

Resolutions – Adoption

8. Resolution No. 2023-08, Setting a Public Hearing Date to Receive Comments on the Proposed Vacation of a Portion of the Windmill Road Right-of-Way
9. Resolution No. 2023-02, Authorizing a Purchase Order Contract with Boyd's Tree Service, LLC for Tree Pruning and Vegetation Management

Items - Approval

None.

Expenditures - Approval

10. Expenditures from December 1, 2022 to December 31, 2022 for \$27,439,739.40 including Travel Check Nos. 20244-20253, Accounts Payable Check Nos. 307065-308001, Accounts Payable Wire Nos. 9326- 9363, Payroll Wires & ACH Nos. 13098-13149 Payroll Direct Deposit & Check Nos. 201799-202905 and Pension Check Nos. 6341-6365

Items of Business

11. Resolution No. 2023-10, Designating Portions of the Horn Rapids Triangle as a Targeted Urban Area for the purpose of Industrial and Manufacturing Tax Exemption

Development Services Director Jensen explained the purpose of a Targeted Urban Area (TUA), which is to encourage new manufacturing and industrial uses on undeveloped or underutilized lands zoned for industrial and manufacturing uses. Eligible property owners within the TUA may apply for and receive a tax incentive, which consists of up to ten (10)

years of no city property tax. Development Services Director Jensen reviewed the TUA creation process and the qualifying criteria for property owners to receive the tax incentive. Additional information can be found in the PowerPoint presentation included in the agenda packet. Council engaged in a question-and-answer session with staff.

MAYOR CHRISTENSEN MOVED AND MAYOR PRO TEM RICHARDSON SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2023-10, DESIGNATING PORTIONS OF THE HORN RAPIDS TRIANGLE AS A TARGETED URBAN AREA FOR THE PURPOSE OF INDUSTRIAL AND MANUFACTURING TAX EXEMPTION. MOTION CARRIED 6-0.

Reports and Comments

City Manager

City Manager Amundson thanked Council for supporting the *2023 Richland Huddle*. The event was held at the Three Rivers Convention Center on Monday, January 16, 2023 from 8:00 a.m. to 12:00 p.m. The purpose of the *2023 Richland Huddle* was to educate staff on city priorities and services, and to provide a better understanding of the City's processes. Staff then spent the afternoon engaged in dialogue with department directors and managers regarding goals and priorities for the new year.

City Manager Amundson announced upcoming vacancies on eight (8) of the City's various boards, commissions and committees and encouraged those interested in serving to apply online at www.ci.richland.wa.us/bccvacancies. Applications will be accepted January 25, 2023 through February 8, 2023.

Lastly, City Manager Amundson provided an overview of the January 24, 2023 City Council workshop meeting agenda items.

City Council

Councilmember VanDyke congratulated Mayor Pro Tem Richardson on being chosen to serve as mayor pro tem for the 2023 calendar year.

Councilmember Kent welcomed Councilmember Whitten to the Richland City Council, and congratulated Mayor Christensen and Mayor Pro Tem Richardson. Councilmember Kent then shared that the Parks & Recreation Commission is currently reviewing the Little Badger Mountain Trail Master Plan. Citizens are encouraged to visit the Richland Parks & Public Facilities website to learn more about the Little Badger Mountain Trail Master Plan and provide feedback by completing the online survey. In addition, citizens may participate in three (3) upcoming public open house events. The open house dates and times can be found online at <https://www.richlandparksandrec.com/>.

Councilmember Lukson congratulated Mayor Christensen, Mayor Pro Tem Richardson and Councilmember Whitten. Councilmember Lukson then thanked those who offered

comments regarding pedestrian and bicycle safety. Councilmember Lukson reported that staff is constantly looking for ways to enhance pedestrian and bicycle safety efforts. The Downtown Connectivity Improvements Project is underway and will enable enhancements to pedestrian, bicycle and on-street parking features in the downtown area, making the city more walkable and bikeable.

Councilmember Whitten had no comments.

Mayor Pro Tem Richardson thanked City Manager Amundson for his leadership in planning and organizing the *2023 Richland Huddle*. Mayor Pro Tem Richardson then shared her observations from three (3) meetings she attended last month: Code Enforcement Board, Port of Benton, and Benton County Solid Waste Advisory Committee:

Code Enforcement Board: Mayor Pro Tem Richardson thanked Sgt. Swanson, and Code Enforcement Officers Dorko and Williams for the work they do to enforce and raise awareness of code enforcement issues. In addition to enforcement, the Code Enforcement division also works to connect community groups who serve the poor and elderly with property owners struggling with code compliance in specific areas of the community. Staff has a goal of 99% voluntary compliance for 2023, and are currently at 97% voluntary compliance. Code Enforcement staff responds to approximately fifteen hundred (1,500) code complaints each year for storage of junk and inoperable vehicles.

Port of Benton: Mayor Pro Tem Richardson reported on the City's ongoing positive relationship with the Port of Benton, whose legislative emphasis is the rail system. Mayor Pro Tem Richardson expressed excitement over the opportunity to recruit energy-sector companies to the community.

Benton County Solid Waste Advisory Committee: Mayor Pro Tem Richardson stated the committee's focus has been on cost and recycling challenges and evaluating legislative recycling changes and requirements.

Mayor

Mayor Christensen thanked Mayor Pro Tem Richardson and Councilmember Kent for providing a report on the various boards, commissions and committees to which they are assigned.

As Council liaison to the Ben-Franklin Transit Board, Mayor Christensen shared that the *Free Youth Pass* program has been wildly successful. Effective September 1, 2022, the *Free Youth Pass* program qualifies all youth aged eighteen (18) or younger to ride the BFT for free with a BFT-issued free youth pass. Data indicates a rise in youth riders since the implementation of the *Free Youth Pass* program.

Additionally, Mayor Christensen reported the Ben-Franklin Transit Board is considering conducting a rate study to determine the feasibility of reducing fares for all transportation

services. Ben Franklin Transit is also conducting a survey among Hanford contractors to determine if there is sufficient interest and support to resume transportation services for employees in an effort to reduce the number of vehicles on the roads.

Lastly, Mayor Christensen welcomed Councilmember Whitten to Richland City Council and congratulated Mayor Pro Tem Richardson on being selected to serve as mayor pro tem.

Adjournment

Mayor Christensen adjourned the meeting at 6:53 p.m.

APPROVED:

ATTEST:

Terry Christensen, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL WORKSHOP MEETING

Tuesday, January 24, 2023

Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Workshop Meeting - 6:00 p.m.

Mayor Christensen called the City Council workshop meeting to order at 6:00 p.m.

Attendance: Mayor Christensen, Mayor Pro Tem Richardson, and Councilmembers Kent, VanDyke and Whitten. Councilmembers Jones and Lukson were absent.

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Huntington, Chief of Police Clary, Development Services Director Jensen, Energy Services Director Whitney, Finance Director Allen, Parks & Public Facilities Director Hester, and City Clerk Rogers.

Agenda Items

1. Confederated Tribes of the Umatilla Indian Reservation Memorandum of Understanding & TRIDEC Shoreline Reconveyance Initiative Update

Deputy City Manager Schiessl introduced David Reeploeg, Vice President for Federal Programs at TRIDEC and Executive Director of Hanford Communities.

Mr. Reeploeg described past and current efforts regarding the Columbia River Shoreline Reconveyance project. Local governments involved with the effort include the cities of Richland, Kennewick, Pasco, along with the counties of Benton and Franklin and the Port of Pasco. The United States Army Corps of Engineers (Corps) own much of the shoreline in the Tri-Cities, and the local government entities generally lease the property from the Corps to be used for recreational purposes. Under the current arrangement, the Corps is responsible for flood control and related liability. Mr. Reeploeg identified some of the challenges faced by local agencies in managing property owned by the federal government.

Since June 2021, TRIDEC has engaged in monthly meetings with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) to identify a path forward for shoreline reconveyance. Mr. Reeploeg explained that next steps include reviewing the existing Memorandum of Understanding and the proposed Memorandum of Agreement with CTUIR, identify and mutually agree on portions of the shoreline eligible for transfer to the CTUIR, and pursue federal legislation that would transfer those identified portions of the shoreline to CTUIR.

Mr. Reeploeg concluded by sharing that TRIDEC is very pleased with the partnership and engagement with CTUIR.

After the high-level report from Mr. Reeploeg, Deputy City Manager Schiessl described Richland's participation in the shoreline reconveyance effort, including the three (3) property requests included by the City in the draft reconveyance proposal. The property requests are the result of citizen feedback received from public forums.

Deputy City Manager Schiessl explained that the City has a long-standing MOU with the CTUIR which describes a variety of projects, including joint economic development projects. The proposed MOA currently sought by CTUIR, which is solely related to shoreline reconveyance, would supplement the existing MOU, not replace it. Staff will review to ensure no conflicts exist between the two before the MOA is provided to Council for consideration.

Deputy City Manager Schiessl also shared that Mayor Pro Tem Richardson and Councilmember Kent recently had a positive and productive meeting with CTUIR, and that CTUIR will have similar discussions with other local government entities affiliated with the shoreline reconveyance.

Mayor Christensen expressed an interest in including fire suppression responsibility in the MOA. Councilmember Kent agreed a safety component should be included in the MOA, then spoke positively about the proposed MOA approach with CTUIR and the land reconveyance proposal. At the conclusion of the presentation, Council provided comments and engaged in a question-and-answer session with Deputy City Manager Schiessl and Mr. Reeploeg.

2. Tri-Cities Animal Shelter Update

Zack Ratkai, City of Pasco Administrative and Community Services Director and Animal Services Division Director, provided an update on the Tri-Cities Animal Control Authority (ACA). Pasco is the operating jurisdiction for the ACA, and brought animal control services in house effective July 16, 2022 after the temporary emergency contract with the Benton-Franklin Humane Society expired. Mr. Ratkai provided an overview of challenges, progress and milestones realized after taking control of animal shelter operations.

Challenges included staff recruitment/retention, operations, fleet repairs, and outbreak of disease among animals. Progress included professionalization of staff, adoption of new standards and new operating procedures for animal intake, customer service, kennel care and field operations. Milestones included public communication regarding disease, establishment of weekly veterinary care, baseline staffing levels, and an annual baseline budget of approximately \$2,000,000 for operations and personnel. Mr. Ratkai announced that Ben Zigan was hired by Pasco to serve as the shelter manager. Mr. Ratkai provided an overview of Mr. Zigan's qualifications, responsibilities, and duties as Tri-Cities Animal Shelter (TCAS) manager.

Next, Mr. Ratkai recapped on the ground-breaking ceremony for the new animal control facility and provided sketches of the facility. The new shelter will occupy 10,000 square feet and cost approximately \$4.3 million to construct, with expenditures to be equally

divided between the cities of Pasco, Richland and Kennewick. Construction of the new animal shelter is expected to be complete before the end of 2023.

Mr. Ratkai responded to a series of Council inquiries regarding capacity in the new shelter, the sustainability of a city-managed shelter, estimated construction completion timeframe, standardization of pet-adoption pricing, and public outreach.

At City Manager Amundson's request, Mr. Ratkai provided an overview of the Tri-City Animal Control Authority Board operations and the role of the city managers. Mr. Ratkai added that the current Board will examine the existing interlocal agreement to determine if the agreement is appropriate or needs amending to support a city-led model.

Councilmember VanDyke stated it would be beneficial for citizens of Tri-Cities to receive information on the creation of the Tri-Cities animal shelter and how the City of Pasco came to be the administrative jurisdiction. Mr. Ratkai replied that Pasco staff will produce the information requested.

3. Advanced Meter Infrastructure (AMI) Project Update

Energy Services Director Whitney explained the functions, components, deployment timeline, implementation, and costs of the Advanced Metering Infrastructure (AMI) project. Contracted meter installers began replacing electric meters at customer locations in June 2022. The new advanced meters deliver usage information remotely over a secured network that is used to calculate billing. Staff also receive alerts, which allows for faster response times during service disruptions. Customers may view and monitor their energy and water usage and sign up for electronic notifications and alerts through the AMI Customer Portal.

Energy Services Director Whitney reported on a billing error impacting 834 bills in the November/December 2022 timeframe. Customers were incorrectly billed one tenth of the actual electric consumption. The cause of the error has been identified and remedied, but the billing must be corrected. Finance Director Brandon Allen concurred that 834 total bills, or 550 accounts, were impacted by the billing error with an estimated \$167,000 in corrections. The average bill for residential is \$187 and small commercial is \$208. Residential customers who are on an equalized payment plan will not be affected by the billing error since their monthly payment is consistent throughout a 12-month billing period. Finance Director Allen provided an overview of options to remedy the billing issue.

Energy Services Director Whitney shared that electric meter installations will be complete by the end of February, and water meter installation will be complete by the end of June. Mayor Pro Tem Richardson inquired if the meter reader position will be eliminated once meter installation is complete. Energy Services Director Whitney replied that the position will be eliminated once all AMI meters have been installed.

The next step in the AMI project is to solicit proposals from vendors to upgrade the utility billing system, including the customer portal and phone queue systems. City Manager

Amundson added that funding is budgeted for the utility software upgrade. Council offered comments and engaged in a question-and-answer session with staff.

4. HOME-ARP Presentation and Update

Development Services Director Jensen and CDBG/HOME Program Administrator Toni Lehman jointly reported on the HOME-American Rescue Plan (ARP) Updates.

Richland is the lead agency for the Tri-Cities HOME Consortium, which received \$2.4 million from the United States Department of Housing and Urban Development (HUD) to be expended by September 30, 2030. HOME-ARP funds must be used primarily to benefit individuals or families experiencing homelessness, and those who are at-risk of becoming homeless, fleeing or attempting to flee violence, and other populations. Cloudburst Consulting Group has been retained to serve as a HOME-ARP consultant.

Development Services Director Jensen provided an overview of major housing trends in the Tri-Cities, housing costs over time for renters and owners, housing affordability in Benton and Franklin counties, general housing availability, area median income (AMI) within the Tri-Cities, housing challenges for those below 30% median income, populations experiencing homelessness, available housing programs, individuals at risk of homelessness, homelessness among school-aged children, consultation themes and findings, and next steps for HOME-ARP funding. Development Services Director Jensen also provided a timeframe for the HOME-ARP plan.

CDBG/HOME Administrator Lehman provided an overview of the four (4) eligible HOME-ARP activities as follows:

- Production or Preservation of Affordable Housing
- Tenant-Based Rental Assistance (TBRA)
- Supportive Services, Homeless Prevention Services, and Housing Counseling
- Purchase and Development of Non-Congregate Shelter

Detailed information can be found in the PowerPoint presentation included in the agenda packet. City Manager Amundson shared that Benton County might have capacity for a low-barrier shelter in one of its recently acquired facilities, but discussions are still in the early phases. Council engaged in a question-and-answer session with staff.

5. Corps of Engineers Yakima Delta Project Update - Bateman Island Causeway

Deputy City Manager Schiessl provided a high-level overview on the United States Army Corps of Engineers' (Corps) Yakima Delta Habitat Enhancement Project, which aims to improve water quality at the mouth of the Yakim River by eliminating the causeway to Bateman Island. The Project, which is receiving Section 1135 funds from the federal government, consists of a complete removal of the causeway connecting the shoreline to Bateman Island to re-route a portion of the Yakima River around the south side of Bateman Island.

The City leases the shoreline and Bateman Island from the Corps as property included within a recreational lease. The City is also responsible for the management of this federal land, including wildland fire suppression. Additionally, the City operates a public boat launch and marina downstream of the causeway. The tentatively selected plan (TSP) issued by the Corps does not currently include any mitigation related to the impact on the City of causeway removal.

A public comment period will begin, along with initiation of the National Environmental Policy Act (NEPA) process, on January 30, 2023 and conclude on March 10, 2023. The TSP will include an integrated environmental assessment with the assumption that there be a Finding of No Significant Impact (FONSI). Despite numerous requests, the City has not been included in project discussions nor received data which supports the TSP. Viable mitigation options include relocation, purchase or protection of the marina. There is concern that the river current resulting from removal of the causeway will be detrimental to marina operations.

Deputy City Manager Schiessl expressed frustration over the lack of inter-governmental cooperation with the Corps on this project, and suggested engaging state and federal elected officials in the conversation. Because the City was not included in informal project discussions prior to the initiation of NEPA, the City will seek to execute professional service agreements to bring on subject matter experts in marine engineering to provide appropriate technical comments for the record and preserve opportunities for appeal.

Councilmember Kent stated that she supports the City's decision to pursue technical expertise to advocate on behalf of the City in the Yakima Delta Project. Mayor Christensen stated the City should be prepared to protect the City's businesses and assets affected by the Yakim Delta Project.

Council recessed at 8:23 p.m.

Executive Session

Executive Session Per RCW 42.30.110(b): To consider the selection or site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price (15 min)

COUNCIL ENTERED INTO EXECUTIVE SESSION AT 8:37 P.M.

Individuals present for the executive session included Mayor Christensen, Mayor Pro Tem Richardson, and Councilmembers Kent, VanDyke and Whitten. Others present included City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence and City Attorney Kintzley.

Council exited executive session at 8:52 p.m.

Adjournment

Mayor Christensen adjourned the meeting at 8:52 p.m.

APPROVED:

Terry Christensen, Mayor

ATTEST:

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/7/2023

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Ordinance No. 2023-02, Amending Chapter 5.30 of the Richland Municipal Code related to Public Massage Parlors and Public Bathhouses

Department/Office
City Attorney

Ordinance/Resolution Number:
2023-02

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2023-02, amending Chapter 5.30 of the Richland Municipal Code related to Public Massage Parlors and Public Bathhouses.

Summary:

The City has need, from time to time, to amend the Richland Municipal Code to promote the health, safety and general welfare of the citizens of Richland. The City's ordinance related to public massage parlors and bathhouses has not been updated since its creation in 1973 by Ordinance No. 975. Recently, the Richland Police Department identified the need for increased enforcement authority for public massage parlors given reports that some facilities are being used as a front for prostitution and sex-trafficking.

The proposed edits to Chapter 5.30 RMC are intended to bring the code into alignment with current practice, and to include additional enforcement authority for the Richland Police Department to ensure that massage parlors are not used as a front for prostitution and other lewd conduct. Certain housekeeping edits are also included, such as eliminating antiquated terminology (masseuse and masseur), updating hours of operation to more realistically reflect when legitimate business is occurring, and refining the application requirements.

The edits represent collaborative discussion between the City's licensing staff and the Richland Police Department.

Staff recommends approval of Ordinance No. 2023-02 for second reading and passage.

Fiscal Impact: None.

Attachments:

I. Ordinance No. 2023-02

ORDINANCE NO. 2023-02

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING CHAPTER 5.30 OF THE RICHLAND MUNICIPAL CODE RELATED TO PUBLIC MASSAGE PARLORS AND PUBLIC BATHHOUSES.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code to promote the health, safety and general welfare of the citizens of Richland; and

WHEREAS, the City's ordinance related to public massage parlors and bathhouses has not been updated since its creation in 1973 by Ordinance No. 975; and

WHEREAS, the proposed edits to Chapter 5.30 RMC are intended to bring the code into compliance with current practice and to include additional enforcement authority for the Richland Police Department to ensure that massage parlors are not used as fronts for prostitution and other lewd conduct.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. Chapter 5.30 of the Richland Municipal Code, entitled Public Massage Parlors and Public Bathhouses, as first enacted by Ordinance No. 795, and last amended during the 2011 recodification, is hereby amended as follows:

Chapter 5.30 PUBLIC MASSAGE PARLORS AND PUBLIC BATHHOUSES

Sections:

5.30.010 Statement of purpose.

5.30.020 License for business required – Public massage parlor – Public bathhouse.

5.30.025 License required – Manager.

5.30.030 License required – Massage therapist ~~Masseur—Masseuse~~ – Attendant.

5.30.040 Definitions.

5.30.050 Exemptions.

5.30.060 Fees.

5.30.070 Application for issuance and renewal of license for business – Public massage parlor – Public bathhouse.

5.30.080 Issuance and renewal of license for business – Public massage parlor – Public bathhouse.

5.30.090 Suspension or revocation of license for business – Public massage parlor – Public bathhouse.

5.30.100 Condition of premises.

5.30.110 Unlawful to admit certain persons.

5.30.120 Business hours.

5.30.130 Unlawful to advertise without license.

5.30.140 Application for or renewal of license – Manager – Massage therapist ~~Masseur—Masseuse~~ – Attendant.

5.30.150 Issuance and renewal of license – Manager – Massage therapist ~~Masseur—Masseuse~~ – Attendant.

5.30.155 Standards of conduct/operation.

5.30.160 License suspension, revocation or refusal to renew – Grounds.

5.30.165 Appeal of application denial or license suspension.

5.30.170 Expiration of licenses.

5.30.180 Liquor.

5.30.185 Unlawful conduct.

5.30.190 Violations – Penalties.

5.30.200 Severability.

5.30.010 Statement of purpose.

The Richland city council finds that certain practices and conditions associated with public massage parlors and public bathhouses may be injurious to the public health and the public morals and that regulation and licensing of such establishments and their employees is necessary in the interests of the public welfare of the citizens of the city of Richland.

5.30.020 License for business required – Public massage parlor – Public bathhouse.

~~No person shall~~ It is unlawful to conduct, operate or maintain a public massage parlor or a public bathhouse unless such establishment or premises is ~~without first obtaining a~~ licensed ~~therefor~~ as hereinafter provided. No massage parlor or public bathhouse shall operate under any name or conduct its operation under any designation not specified in the license issued by the city in accordance with this chapter.

5.30.025 License required – Manager.

No person shall act as a manager of a public massage parlor or of a public bathhouse without first obtaining a license as hereinafter provided.

5.30.030 License required – Massage therapist ~~Masseur—Masseuse~~ – Attendant.

No person shall act as a massage therapist, ~~masseur or masseuse~~ or as a public massage parlor attendant or as a public bathhouse attendant without first obtaining a license as hereinafter provided.

5.30.040 Definitions.

“Felonious crimes against persons” means felony-level offenses that involve violent acts or trigger a fear of bodily harm in someone threatened with violence. This range of offenses includes, but is not limited to, murder, rape, kidnapping, unlawful imprisonment, felony harassment, felony assault, and felony stalking.

“Genitals” includes, but is not limited to, the pubic area, anus, or perineum of any person, and female breasts.

“License” means a certificate issued by the city of Richland authorizing a holder thereof to:

- A. Act as a massage therapist ~~masseur~~; or
- B. To act as a manager of a public massage parlor or public bathhouse; ~~masseuse~~; or
- C. To act as a public massage parlor attendant; or
- D. To act as a public bathhouse attendant; or
- E. To own/operate a public bathhouse; or
- F. To own/operate a public massage parlor.

~~License Officer.~~ “City license officer” or “license officer” is the finance director of the city of Richland, or any ~~officer~~ employee of the city designated by the finance director ~~him~~ to serve as city license officer or license officer.

“Manager” means any person who manages, directs, administers, or is in charge of the affairs and/or the conduct of any portion of any activity involving public massage parlors or public bathhouses.

“Massage” means the method, art or science of treating the human body for hygienic, remedial or relaxation purposes by rubbing, stroking, kneading, tapping, rolling or manipulating the human body of another with the hands or by any other agency or instrumentality. “Massage” as used herein includes the use, in connection with massage treatment, of such appliances, equipment and aids as heat lamps, electric cabinets designed to produce heat, steam baths given by cabinet or any other method, mineral baths either as complete or partial baths, baths by tub or shower or otherwise, baths administered hot or cold, using water, natural mineral water, a formula or other liquid, and including colonic irrigation. Manipulation of the human body in the course of the practice of medicine, surgery, osteopathy, chiropractic, chiropody, naturopathy, dentistry, nursing, physical therapy, optometry or any other of the healing arts by persons licensed by the state of Washington to practice such healing arts is not included in the term “massage” as used herein.

“Massage therapist” means a person engaged in the practice of massage. ~~“Masseur” or “masseuse” means a male person, or a female person, respectively, who practices massage,~~ or holding himself or herself out as practicing massage, for, or in expectation of, any fee, compensation or monetary consideration. The term “massage therapist” includes masseur and masseuse.

“Person” means any individual, firm, partnership, association, corporation, company or organization of any kind.

“Public bathhouse” means any place within the city of Richland where baths or facilities for baths of any kind whatever are given or furnished for, or in expectation of, any fee, compensation or monetary consideration including, but not limited to: Finnish baths, Russian baths, sauna baths, Swedish baths, Turkish baths, baths by hot air, steam, vapor, water or electric cabinet; provided, that “public bathhouse” for the purpose of this chapter, does not include such baths or facilities for baths where no attendant or other person administers, or holds himself out as administering,

massage treatment as herein defined, either by physical manipulation of the body or by the use of equipment.

“Public bathhouse attendant” means any person who administers to, or performs services to, patrons of a public bathhouse or who supervises the work of such a person. The term does not include a person who performs only custodial or janitorial work.

“Public massage parlor” means any place within the city of Richland where massages are given or furnished for, or in expectation of, any fee, compensation, or monetary consideration.

“Public massage parlor attendant” means any person who administers to, or performs services to, patrons of a public massage parlor or who observes ~~supervises~~ the work of a massage therapist ~~masseur or masseuse~~ or other person administering to, or performing services to such patrons.

5.30.050 Exemptions.

When no fee, compensation or any other monetary consideration is charged or paid, directly or indirectly, for such services the provisions of this chapter do not apply to:

A. Persons giving massage treatments or baths in a private residence or a private social or athletic club not open to the public generally;

B. Athletic coaches or trainers affiliated with public or private education institutions or athletic organizations;

C. Students enrolled in schools of massage performing such practices of massage as are incidental to their course of study.

The provisions of this chapter do not apply to massage treatments given in any hospital, duly licensed nursing or convalescent home, or by physical therapists duly licensed, who treat patients only upon written prescription of a licensed doctor of medicine, or by any other person licensed by the state of Washington to treat the sick, injured or infirm or by any nurse under the direction of a person so licensed.

Licensed beauty operators and barbers who perform only such acts of massage as are customarily given in beauty salons and barber shops for purposes of beautification only are also exempt from the provisions of this chapter.

5.30.060 Fees.

The fee for a ~~public massage parlor~~ license under this chapter shall be as provided in the Richland Fee Schedule. ~~is fixed at \$50.00 per year, and the fee for a public bathhouse license is fixed at \$2550.00 per year. An additional nonrefundable application fee of \$120.00 shall accompany each application for such a license.~~

~~The fee for a license as a masseur, masseuse, public massage parlor attendant, or a public bathhouse attendant is fixed at \$10.00.~~

5.30.070 Application for issuance and renewal of license for business – Public massage parlor – Public bathhouse.

No license or renewal of license to conduct a public massage parlor or public bathhouse shall be issued or renewed except upon written application filed with the city license officer ~~upon forms furnished by the city of Richland~~, which shall be signed and sworn to by the person who intends to conduct, operate and maintain a public massage parlor or bathhouse. Such applications shall include the following:

A. ~~The true name, home address and telephone number of the applicant~~ The applicant's name, residence address, residence telephone number, date and place of birth, driver's license number, and Social Security number;

B. The business name, business address and telephone number of the establishment or proposed establishment;

C. Whether the applicant is a sole proprietorship, partnership or corporation; if a partnership, giving the names of all persons sharing in the profits of the business; if a corporation, giving the names of its officers, directors and shareholders, giving title, residence address and telephone number of each;

D. If applicable, the state-issued massage therapist provider credential number of the applicant and the members/officers of the partnership or corporation, along with a detailed disclosure of any adverse action that has been taken against each provider license. ~~How long applicant (or, if a corporation, its officers) have resided in Benton County;~~

E. If applicant is a sole proprietorship or a partnership, ~~stating whether~~ written proof that the proprietor or the partners are ~~of legal age;~~ 18 years of age or older. Written proof shall mean the following:

1. A current motor vehicle operator's license by any state bearing the sole proprietor or partners' photograph and date of birth; or
2. A valid identification card issued by the state of Washington which bears the sole proprietor's or partners' photograph and date of birth; or
3. A current passport of the sole proprietor or all partners;

~~F. Two two-by-two-inch black and white photographs of the applicant, or in the case of a firm, the party signing the application, taken within six months of the date of the application, showing only the full face of such applicant. The two-by-two-inch black and white photographs shall be provided at the applicant's expense. The license, when issued, shall have affixed to it such photograph of the applicant, or the party signing the application, and such license shall be posted and displayed in a conspicuous place in the establishment where such licensee is employed, at all times, and such license shall not be tampered with in any manner;~~

~~G. Such applicants, or party signing the application, shall also be required to submit to~~

~~fingerprinting by the Richland Police Department police division, and such fingerprints shall be retained in the application file, a copy of which will be forwarded to the Federal Bureau of Investigation, Identification Bureau;~~

~~H~~F. Whether the applicant or anyone owning an interest in the business or proposed business has ever been convicted of any crime. If so, stating the nature of the crime, the date of conviction, the name and location of the convicting court, and the disposition thereof;

~~I~~G. All assumed names or aliases which have been or are used by any person whose name appears on an application;

~~J~~H. Such other relevant and pertinent information as the city license officer may reasonably require in connection with such application.

5.30.080 Issuance and renewal of license for business – Public massage parlor – Public bathhouse.

Upon the filing of an application for issuance or renewal of a public massage parlor license or a public bathhouse license, the city license officer shall ascertain ~~from the development services department~~ whether the operation of such establishment at the business address shown on the application will be in compliance with the city's zoning regulations; ~~and the city license officer shall promptly refer the application to the police department with a request for an investigation of the statements contained in said application perform any background check necessary to determine whether to grant or deny the application, and for a written report to be made within 30 days by the police division containing the results of the investigation and any other matters pertinent to the application. The license officer shall also refer the application to the Benton County health department with a request for an inspection of the premises, or proposed premises, to determine their suitability and adequacy as to sanitary and physical conditions and to submit a written report thereon.~~ If, from the ~~reports and other~~ information provided, it appears that the application and the premises are fit and proper, that the statements contained in the application are true; that the applicant or the members/officers ~~owners~~ of the applicant firm have neither convictions nor pending charges for ~~not been convicted of a~~ felonious crimes against persons, crimes of dishonesty or involving moral turpitude, or attempt to defraud; and that the applicant has complied with all the requirements of this chapter and is otherwise in good standing with the city, the city license officer shall issue a license to the applicant; otherwise the license application shall be denied. When evaluating the application for approval or denial, the license officer will consider the age and significance of relevant criminal convictions identified in this section, and may determine not to automatically disqualify an applicant based solely on criminal convictions if additional evidence of character, competence, and suitability is available for review; provided, however, that any relevant criminal conviction imposed within seven (7) years of the date of application shall be an automatic disqualifier.

5.30.090 Suspension or revocation of license for business – Public massage parlor – Public bathhouse.

~~The city council reserves unto itself the power to suspend or revoke a~~Any license for an establishment issued under ~~the provisions of~~ RMC 5.30.080 may be suspended or revoked by the license officer at any time where the same was procured by fraud or false representation of facts;

or for violation of any of, or failure to comply with, the provisions of this chapter by the person holding such license or any of ~~his~~ the licensee's servants, agents, or employees; or the conviction of the person holding such license of any crime or offense involving dishonesty, moral turpitude, or felonious crimes against persons, or the conviction of any of the licensee's ~~his servants~~, agents or employees of any crime or offense involving moral turpitude or assault committed on the premises in which the licensed establishment is located; or where there is a reasonable basis to find ~~in the event that it is determined~~ that the further operation of such establishment would be detrimental to the public health or welfare of the citizens of the city of Richland.

5.30.100 Condition of premises.

The premises and equipment of all public massage parlors and public bathhouses shall be maintained in a clean, safe, and sanitary manner and it shall be the duty of the owner or operator of such establishment to meet the following requirements:

A. Adequate lighting, heating and ventilating is to be installed and maintained in all parts of the facility in full compliance with the city's applicable building, mechanical, plumbing, electrical and related codes;

B. Each patron using such a facility shall be furnished with an individual clean towel or disposable paper mat by the operator thereof; towels shall not be reused until they are washed and sanitized. There shall be adequate facility for towel and mat storage;

C. If any facility contains any swirling water pools where more than one person is immersed, such pools shall be maintained under the same restriction as any public or semi-public pool. Bacterial quality shall be such that not more than 15 percent of any series of samples nor more than two consecutive samples in any series of samples collected at times when the pool is in use shall allow the presence of coliform bacteria in any of the five 10-milliliter portions examined. Chlorine residual of 0.4 ppm in all parts of pool while in use will assure acceptable bacteriological standards;

D. Chlorine and pH test kit shall be used routinely to check the chemical makeup of pool water and results shall be recorded on a daily log sheet to be kept current at all times;

E. Any stools or benches in any bath facility shall be easily cleanable and soundly constructed. They shall be covered with single service towels when in use;

F. All exercise equipment and appliances shall be routinely checked for possible structural weaknesses and shall be maintained in a safe and sanitary manner at all times;

G. All pools shall be provided with recirculation and filtering equipment, which equipment shall include a rate of flow indicator and a loss of head gauge for the backwash filter;

H. All shower and dressing facilities shall be available outside the pool area. Such area must be well lighted and ventilated with nonslip floor finish provided on floors sloping to a floor drain;

I. A safety bar or hand rail shall be installed in the pool easily accessible to users in every area of the pool;

J. Any sauna bath or similar facility shall duly post a maximum exposure time table as suggested by the manufacturer thereof;

K. Ceilings shall be used in the sauna area which are so devised as to prevent dripping of hot water on users;

L. Any facilities using ultraviolet exposure rooms in their establishment shall post maximum exposure time, which shall not exceed three minutes for any individual.

5.30.110 Unlawful to admit certain persons.

It is unlawful for the owner, proprietor, manager or person in charge of any public massage parlor or public bathhouse, or for any employee of the establishment knowingly to harbor, admit, receive or permit to be or remain in or about such premises, ~~any prostitute, lewd or dissolute person, any drunken or boisterous person,~~ any person under the influence of intoxicating liquor or narcotic drugs or any person whose conduct threatens the immediate physical health or safety of any other person lawfully present in the establishment; ~~tends in any way to corrupt the public morals.~~

5.30.120 Business hours.

No public massage parlor or public bathhouse shall conduct business after the hour of 10:00 p.m. ~~2:00 a.m.,~~ or prior to the hour of 8:00 a.m.

5.30.130 Unlawful to advertise without license.

It is unlawful to advertise the giving of massage treatments or public baths by a person or in an establishment not licensed or otherwise qualified pursuant to this chapter.

5.30.140 Application for or renewal of license – Manager – Massage therapist ~~Masseur – Masseuse~~ – Attendant.

No license or renewal of license to act as a manager, massage therapist, ~~masseur or masseuse, or~~ public massage parlor attendant, or public bathhouse attendant, shall be issued or renewed except upon written application filed with the city license officer ~~upon forms furnished by the city of Richland,~~ which shall be signed and sworn to by the applicant. Such application shall include the following:

A. The applicant's name, residence address, residence telephone number, date and place of birth, driver's license number, and Social Security number; ~~The true name, home address, and telephone number of the applicant;~~

B. A letter, dated no more than thirty (30) days prior to the date of the submission of the application, from the owner of the business indicating intent to employ or otherwise authorize the applicant on a specified date to begin performing, on the owner's premises, the function that is the subject of the application; ~~References as to moral character of the applicant from three (3) reputable citizens of Benton County, Washington;~~

C. ~~How long applicant has resided in Benton County;~~ Written proof that the applicant is 18 years of age or older. Written proof shall mean the following:

1. A current motor vehicle operator's license by any state bearing the applicant's photograph and date of birth; or
2. A valid identification card issued by the state of Washington which bears the applicant's photograph and date of birth; or
3. A current passport;

D. Whether the applicant has ever been convicted of a crime. If so, stating the nature of the crime, the date of conviction, the name and location of the convicting court and the disposition thereof;

E. All assumed names and aliases which have been or are used by the applicant;

~~F. Two two-by-two-inch black and white photographs of the applicant, taken within six months of the date of the application, showing only the full face of such applicant. The two two-by-two-inch black and white photographs shall be provided at the applicant's expense. The license, when issued, shall have affixed to it such photograph of the applicant, and such license shall be posted and displayed in a conspicuous place in the establishment where such licensee is employed, at all times, and such license shall not be tampered with in any manner;~~

~~G. Such applicant shall also be required to submit to fingerprinting by the police division and such fingerprints shall be retained in the application file, a copy of which will be forwarded to the Federal Bureau of Investigation, Identification Division;~~

H. If applicable, the state-issued massage therapist provider credential number of the applicant, along with a detailed disclosure of any adverse action that has been taken against the applicant's provider license; ~~The applicant's previous occupation and previous employer;~~

I. Such other relevant and pertinent information as the city license officer may reasonably require in connection with such application. When applying for license renewal, certain of the above may be waived by the license officer.

5.30.150 Issuance and renewal of license – Manager – Massage therapist ~~Masseur—Masseuse~~ – Attendant.

Upon the filing of an application for a license to act as a manager, massage therapist, ~~masseur, masseuse,~~ public massage parlor attendant or public bathhouse attendant, the city license officer shall ~~refer the same to the police division with the request to investigate the statements contained in the application and~~ perform any background check necessary to determine whether to grant or deny the application. ~~to furnish a written report within 30 days containing the results of the investigation, and any other matters pertinent to said application. The city license officer shall refer the application to Benton County health department, with a request to examine the applicant physically to ascertain if said applicant is free from contagious or infectious disease and to make a written report thereon.~~ If, from the ~~reports and other~~ information provided, it appears that the applicant holds a valid state credential as required; ~~is fit and proper; that the applicant is free of infectious or contagious disease;~~ that the statements contained in the application are true; that the applicant has neither convictions nor pending charges for ~~not been convicted of~~ felonious crimes

against persons, a crime involving dishonesty or moral turpitude, or attempt to defraud; and that the applicant has complied with all the requirements of this chapter and is otherwise in good standing with the city, the city finance license officer shall issue a license to the applicant; otherwise the license application shall be denied. When evaluating the application for approval or denial, the license officer will consider the age and significance of relevant criminal convictions identified in this section, and may determine not to automatically disqualify an applicant based solely on criminal convictions if additional evidence of character, competence, and suitability is available for review; provided, however, that any relevant criminal conviction imposed within seven (7) years of the date of application shall be an automatic disqualifier.

5.30.155 Standards of Conduct/Operation

A. Owner/manager requirements. The following standards of conduct and operation shall be adhered to by the owner, proprietor, manager, attendant, or person in charge of any public massage parlor or public bathhouse:

1. Any person who performs services as a massage therapist, massage parlor attendant, or bath attendant must be at least 18 years of age.
2. Public massage parlors and public bathhouses must have a manager on the premises at all times during the hours open for business and/or during the presence of patrons.
3. Provide that all doors in such premises, excluding doors in the office and storage rooms, unless such doors provide access to service areas, are so equipped that they may not be fastened shut so as to prevent reasonable access by such authorities who announce their authority to enter prior to inspection.

B. All licensees. The following standards of conduct and operation shall be adhered to by all licensees:

1. All licensees shall comply with all applicable federal, state and local laws, including all safety and sanitation requirements and the city's building, fire and zoning codes;
2. Any person providing services in a public massage parlor or public bathhouse must:
 - a. Wear a name tag clearly identifying the individual's name as it appears on the individual's city-issued license and state-issued credential (if applicable); and
 - b. Post their city-issued license and state-issued credential (if applicable) in a prominent location on the premises that is viewable by all patrons and enforcement authorities; and
 - c. Present documentation that he or she has attained the age of 18 years when an inspection pursuant to this title is conducted. Proper documentation shall be as described in RMC 5.30.140(C).
3. All licensees shall allow any police officer, a representative from the Benton-Franklin Health District, the Richland Building Official, or any officer of the Richland Fire Department entry

to the premises during the hours the public massage parlor or public bathhouse is open for business, upon presentation of proper identification, for purposes of inspecting the premises;

4. Maintain business receipts showing the date of service(s) given, the type of service(s) rendered and the name and city license number of the employee rendering the service(s). These business receipts shall be retained for no less than three (3) years after the date the service was rendered, and shall be open to inspection by the license officer and the Richland Police Department;
5. Post in a prominent place a list of all services offered with a brief description of what the service entails along with the costs of such service(s). All business transactions with the customers must be conducted in accordance with the posted list; and
6. Not distribute or consume any alcoholic beverages and/or controlled substances on licensed premises.

C. Minors. It shall be unlawful for the owner, manager, massage therapist, massage parlor attendant, bathhouse attendant, or any employee or agent to admit anyone under the age of 18 years of age and permit them to remain in or about such premises, unless such person is accompanied by or presents the written consent of his or her parent or legal guardian.

D. Prostitution. It shall be unlawful for any owner, manager, massage therapist, massage parlor attendant, bathhouse attendant, or any employee or agent to knowingly harbor, admit, receive or permit to be or remain in or about such premises any prostitute or allow to be performed any act, massage or manipulation in which contact is made with another's genital areas either by hand, body or by any mechanical device or object, whether it is covered or uncovered, clothed or unclothed, in whole or in part.

E. Clothing required. It shall be unlawful for any owner, manager, massage therapist, massage parlor attendant, bathhouse attendant or any employee or agent to disrobe or be partially disrobed in the presence of another, other than his or her spouse, while in any facility defined in this chapter.

F. Draping. Privacy and therapy conditions must be provided which prevent exposure of the unclothed body.

1. Draping and treatment must be provided in a way that ensures the safety, comfort, and privacy of the patron and massage therapist.
2. Draping must take place during the massage, and the massage therapist shall comply with the patron's request to remain partially or fully clothed under the drape.
3. Patrons receiving a massage must be draped to assure that the genitals are not exposed.

G. Supervision – Inspection. The owner or manager shall have the premises supervised at all times when open for business. Rooms and stalls used for the purpose of massage or where an attendant is provided or present shall be constructed in such a manner as to permit inspection.

H. Any business required to be licensed under this chapter shall not install any device that is designed as an internal warning system.

5.30.160 License suspension, revocation or refusal to renew – Grounds.

The following shall be grounds for suspension, revocation or refusal to renew any license for a manager, massage therapist, masseur, masseuse, public massage parlor attendant or public bathhouse attendant:

- A. Fraud or deception in connection with securing the license;
- B. Conviction of any crime involving dishonesty or moral turpitude;
- C. Conviction ~~of~~ for violating a federal, state, or local law relating to sex offenses, or to possession, use, or sale of narcotics, dangerous drugs or alcoholic beverages;
- D. One or more violations of the provisions of this chapter: ~~Habitual drunkenness or intemperance in the use of narcotics or stimulants;~~
- E. Conduct ~~inimical~~ harmful to the public health or welfare or that presents a risk to the public.

5.30.165 Appeal of application denial or license suspension.

If a license is denied, suspended or revoked by the license officer, the basis for the adverse action will be provided in writing (the “Notice of Adverse Action”). The license officer’s decision to deny, suspend or revoke any license issued under this chapter may be administratively appealed to the City Manager or designee.

A. Any person seeking to appeal an adverse decision must submit a written appeal to the Richland City Clerk within ten (10) calendar days of the date the Notice of Adverse Action was issued. The appeal may be filed in person, by mail delivery or by e-mail. For purposes of calculating time, the date of issuance is excluded from the ten (10) day appeal timeframe. No fee shall be charged for filing the appeal.

B. The written appeal must include valid contact information; the name of the business and/or person affected by the adverse action of the license officer; the decision from which the person appeals; a brief description of the facts giving rise to the appeal; and a concise statement of the appellant’s reason for the appeal and the relief requested.

C. On appeal, the City Manager or designee will review the information in the record and determine whether the license officer’s adverse action was arbitrary and capricious. A hearing may be held at the City Manager or designee’s discretion, but is not required. The decision of the City Manager or designee is final.

5.30.170 Expiration of licenses.

All licenses issued or renewed pursuant to this chapter shall be issued for a period of one year commencing on the date of issuance. ~~April 1st of each year and ending March 31st of the following year.~~

5.30.180 Liquor.

Liquor (as that term is defined in the Washington State Alcoholic Beverage Control Act) shall not be distributed or consumed on the premises of any public massage parlor or public bathhouse.

5.30.185 Unlawful conduct.

It is unlawful for any [massage therapist](#) ~~masseur, masseuse,~~ or public massage parlor attendant, on premises operated or maintained as a public massage parlor, to knowingly touch or fondle the genitals, ~~pubic region,~~ or female breasts of another person.

5.30.190 Violations – Penalties.

[A.](#) Any person who has violated any provision of this chapter shall have committed a civil infraction subject to a civil penalty as set forth in RMC 10.02.050(E).

[B.](#) Provided, if the same violator has been found to have committed an infraction violation for the same or similar conduct two separate times, with the violations occurring at the same location and involving the same or similar sections of the Richland Municipal Code or other similar codes, the third or subsequent violation shall constitute a misdemeanor, punishable as provided in RMC 1.30.010 for criminal offenses.

[C. Any penalties imposed under this RMC 5.30.190 are in addition to the adverse license actions authorized in this chapter.](#)

5.30.200 Severability.

If any section of this chapter, or any portion of any section of this chapter, or its application to any person or circumstances, is held invalid, the remainder of the chapter or the application of the provision to other persons and circumstances shall not be affected.

Section 2. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 3. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

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PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: January 17, 2023
Second Reading: February 7, 2023
Date Published: February 12, 2023



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-07, Authorizing a Consulting Agreement with RH2 Engineering, Inc. for the Wastewater Treatment Plant Anaerobic Digester Functionality Audit

Department/Office
Public Works

Ordinance/Resolution Number:
2023-07

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-07, authorizing the City Manager to sign and execute an agreement with RH2 Engineering, Inc. for the Wastewater Treatment Plant Anaerobic Digester Functionality Audit.

Summary:

The City of Richland owns and operates a Wastewater Treatment Plant (the “Plant”), the purpose of which is to dramatically reduce the pollutant loading delivered by the community’s wastewater to the Columbia River. The Plant is regulated by a permit issued by the Washington State Department of Ecology that imposes state and federal regulations. The Plant utilizes mechanical, biological, and chemical treatment processes to achieve compliance with permit requirements. The Plant’s existing anaerobic digesters treat solids captured and generated by the treatment process, resulting in a waste product that the City composts at its landfill. The finished compost is safe for use in landscaping and is distributed by wholesalers in our region.

The digesters, two large cylindrical tanks, are operating with original mechanical equipment from the early 1980s. The facilities and equipment are in need of rehabilitation, repair, and possible upgrading to ensure optimized capacity and effectiveness.

The 2020-2025 Capital Improvement Plan (CIP) includes a program titled Wastewater Treatment Facility Renewal and Replacement, which includes a functionality audit intended to evaluate the needs and proposed improvements to the anaerobic digestors (the “Project”). A competitive Request for Qualifications (RFQ) process was conducted in accordance with the City’s purchasing policies to solicit the services of a qualified engineering firm to perform the required technical audit and planning study. The City received two (2) responses to the RFQ. RH2 Engineering, Inc. was selected as the most qualified consultant to complete the Project. A scope of work and budget have been negotiated with RH2 Engineering, Inc., which staff recommends as meeting the City’s needs and providing good value to the City.

Staff recommends adoption of Resolution No. 2023-07.

Fiscal Impact:

The Wastewater Treatment Plant Anaerobic Digester Functionality Audit is estimated to cost no more than \$147,000 and will be funded out of the Wastewater Treatment Facility Renewal and Replacement Program, which is part of the Sewer Capital Projects fund. \$7.7 million is currently available in this fund.

Attachments:

1. Resolution No. 2023-07
2. Proposed Consultant Agreement - RH2 - WWTP Anaerobic

RESOLUTION NO. 2023-07

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTING AGREEMENT WITH RH2
ENGINEERING, INC. FOR THE WASTEWATER TREATMENT
PLANT ANAEROBIC DIGESTER FUNCTIONALITY AUDIT.**

WHEREAS, the City of Richland owns and operates a Wastewater Treatment Plant (the “Plant”), the purpose of which is to dramatically reduce the pollutant loading on the Columbia River delivered by the community’s wastewater in accordance with state and federal regulations; and

WHEREAS, the Plant utilizes mechanical, biological, and chemical treatment processes to achieve compliance with state and federal water quality standards; and

WHEREAS, the Plant’s existing anaerobic digester facilities and equipment are in need of rehabilitation and repair to ensure adequate capacity and serviceability; and

WHEREAS, the 2020-2025 Capital Improvement Plan (CIP) includes a program titled Wastewater Treatment Facility Renewal and Replacement, which includes a functionality audit intended to evaluate the needs and proposed improvements to the City’s anaerobic digesters (the “Project”); and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in accordance with the City’s purchasing policies to solicit the services of a qualified engineering firm to perform the required work; and

WHEREAS, the City received two (2) responses to the RFQ, and

WHEREAS, RH2 Engineering, Inc. was selected as the most qualified consultant to complete the Project; and

WHEREAS, a scope of work and budget has been negotiated with RH2 Engineering, Inc.; and

WHEREAS, sufficient funding is available in the project budget to support completion of the Project; and

WHEREAS, the City’s best interests are served by completing the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with RH2 Engineering, Inc. to complete a functionality audit of the existing anaerobic digesters.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**AGREEMENT BETWEEN CITY AND CONSULTANT****WWTP Anaerobic Digester Functionality Audit**

This Agreement is entered into this _____ day of February, 2023 (“Effective Date”) by and between the **City of Richland** (“**City**”), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **RH2 Engineering, Inc.** (“**Consultant**”), a Washington for-profit corporation with service at 114 Columbia Point Drive, Suite C, Richland, WA 99352. **City** and **Consultant** are referred to individually herein as a “Party” and collectively herein as the “Parties.”

WITNESSETH:**1. SCOPE OF WORK**

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. 22-0068
 4. ☒ Exhibit B: Solicitation No. 22-0068 proposal response submitted by Consultant dated August 25, 2022.
 5. ☒ Additional Documents – Fee Estimate and Schedule of Rates.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2023.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2023.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **One Hundred Forty-Seven Thousand Three Hundred Dollar (\$147,300.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. 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 City 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 Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at:

www.sam.gov and <https://secure.lni.wa.gov/verify/>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be

primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Paul Cross, P.E.
Name of Firm: RH2 Engineering, Inc.
Address: 114 Columbia Point Drive, Suite C
Address: Richland, WA 99352
Email: pcross@rh2.com
Phone Number: (509) 392-6502
Fax Number:

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after

commencing negotiation, then this Agreement may be terminated by either Party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

26. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

27. COUNTERPART ORIGINALS

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

(Signature page to follow)

Draft

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

Draft

EXHIBIT A: Detailed Scope of Work

See Attached

Draft

EXHIBIT A
Scope of Work
City of Richland
WWTP Anaerobic Digester Functionality Audit
January 2023

Background

The City of Richland (City) intends to complete an audit of the existing anaerobic digesters at the Wastewater Treatment Facility (WWTF) that it owns and operates. The City has requested RH2 Engineering, Inc., (RH2) to assist with this work. Based on previous work at the WWTF and discussions with the City, RH2 is aware of various issues related to the current solids handling system including:

- Adding redundancy in thickening equipment should be considered;
- The digester roof guides are aging and affecting the travel of the covers;
- Increasing the available volume for biogas storage is needed;
- Digester mixing could be improved;
- Optimizing the operation of the gas handling system and flare is needed;
- Replacing the aging boiler and considering boiler redundancy is needed;
- Improving dewatering system performance is desired;
- Considerations for recognition of the Class A biosolids system should be identified; and
- Review for renewable gas (RNG) options for digester biogas including consideration of the new Horn Rapids Landfill RNG system.

Based on RH2's initial understanding of the solids handling system conditions, some of the issues likely will warrant near-term improvements. Further, the goal of long-term planning for the solids handling system is for the improvements to be consistent with the preferred overall solids handling strategy and completed in a coordinated manner. This Scope of Work seeks to provide the tasks necessary to identify and complete near-term improvements as well as complete analysis and recommendation of the overall long-term solids handling strategy.

Task 1 – Existing Solids Handling System Assessment

Objective: Assess and document the current condition and capacity of the solids handling system and associated systems.

Approach:

- 1.1 Collect and analyze background information pertinent to the solids handling system operation. Extrapolate the projected WWTF solids handling system loading from existing influent flow and loading projections.

- 1.2 Document the approximate capacity of the thickening, digestion, and dewatering systems based on guidance from the *Water Environment Federation Manual of Practice No. 8 (MOP 8)*, the Washington State Department of Ecology's (Ecology) *Criteria for Sewage Works Design*, manufacturer documentation, the contract documents, or City input. Compare capacity to estimated solids loading projections to identify any potentially significant areas of capacity constraints. Estimate historical biogas generation. *It is assumed that capacity analyses of supporting equipment (such as pumps) will not be needed for this high-level review.*
- 1.3 Document the current conditions of the solids handling system equipment and areas based on RH2's current knowledge of the system. Discuss equipment age and condition with applicable manufacturers and representatives to gauge useful life and replacement considerations.
- 1.4 Attend two (2) virtual meetings and one (1) on-site meeting to review the initial system, the assessment with the City, and supplement existing knowledge of conditions as needed. Review the major findings of the assessment with the City and discuss potential alternatives for improvements.

Assumptions:

- *RH2 will rely upon the accuracy and completeness of data, information, and materials generated or produced by the City or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information.*
- *Two (2) 2-hour virtual meetings or conference calls with two (2) RH2 staff members and the City are included to gain City input during the completion of these subtasks.*

Provided by City:

- Any pertinent background information, such as loading projections or analyses recently completed for the Aeration Basin Project; equipment data sheets; process design criteria.
- Attendance at an assessment review meeting.

RH2 Deliverables:

- Document summarizing the major capacity- and conditions-based findings of the solids handling assessment in electronic PDF.
- Two (2) 2-hour virtual meetings or conference calls with two (2) RH2 staff members and the City are included in this Task to gain City input during the completion of these subtasks.
- Attendance at an on-site assessment review meeting with two (2) RH2 staff members.

Task 2 – Assistance with Near-Term Improvements

Objective: Assist with near-term improvements. Analyze, recommend, and assist with the implementation of improvements as needed.

Approach:

- 2.1 Analyze and recommend necessary near-term capital improvements or operational changes necessary to remedy immediate needs identified.
- 2.2 Assist the City in selecting a manufacturer or contractor services to remedy immediate needs identified, as necessary. Attend two (2) virtual meetings and two (2) in-person meetings or site visits. *This subtask budgets one hundred (100) hours of RH2 time necessary to support the City in preparing a small works or similar contract document to complete small capital improvements.*

Assumptions:

- *Near-term improvements are considered improvements necessary for completion within one (1) year.*
- *Any necessary near-term improvements will be relatively small in nature and may potentially be completed by a contractor, manufacturer personnel, or City staff.*

Provided by City:

- Bidding, administration, and construction inspection of any construction work related to near-term improvements.
- Attendance at meetings or conference calls.

RH2 Deliverables:

- Technical assistance with small works bid document preparation and assistance with any bidding or administration of a small works construction project.
- Two (2) 2-hour virtual meetings or conference calls with two (2) RH2 staff members and the City are included in this Task to gain City input during the completion of these subtasks.
- Two (2) in-person meetings or site visits with two (2) RH2 staff members to support the work as needed.

Task 3 – Analysis of Long-Term Solids Handling Treatment Strategies

Objective: Identify and analyze strategies to meet long-term solids handling objectives and recommend the preferred overall strategy. Strategies would include high-level recommendations for

all major process units (thickening, digestion, dewatering, disposal) within the solids handling system.

Approach:

- 3.1 Summarize applicable regulatory requirements including National Pollutant Discharge Elimination System permit requirements, biosolids requirements, and air quality requirements. *This subtask includes twenty (20) hours of general coordination with applicable agencies, such as Ecology, in addition to reviewing applicable regulations.*
- 3.2 Identify long-term strategies for solids handling system, associated improvements based on the previously identified capacity- and conditions-based needs, regulatory requirements, and overall treatment objectives. Establish and compare criteria for analyzing the alternative strategies. Attend one (1) in person meeting with two (2) RH2 staff members and up to four (4) virtual meetings or conference calls with two (2) RH2 staff to review alternatives and recommendations with the City.
- 3.3 Estimate biogas generation for various solids handling alternatives at current and future conditions and outline the practical considerations, potential costs and revenue for RNG options, such as usage of the Horn Rapids Landfill system for digester biogas. Consider greenhouse gas (GHG) emissions for each solids handling alternative relative to the initiatives to cap and reduce GHG emissions in Washington State. *Estimates of future gas production will be based on historical gas generation and usage as well as published guidance including MOP 8.*
- 3.4 Develop an Engineer's opinion of probable construction costs (OPCC), design criteria, construction and operational considerations, and overall implementation schedule for the recommended long-term solids handling system strategy.

Provided by City:

- Review of and input on alternatives analyses.
- Attendance at meetings or conference calls.
- Contract for Horn Rapids Landfill RNG system.

RH2 Deliverables:

- Up to four (4) 2-hour virtual meetings or conference calls.
- One (1) in-person meeting.
- Provide email summary of the alternatives analyzed and the recommended alternatives in electronic PDF.

Task 4 – Complete Project Report

Objective: Complete a report summarizing the major items from Tasks 1 through 3. This report is intended to be used by the City for internal planning and implementation of future solids handling projects.

Approach:

- 4.1 Compile the information from Tasks 1 through 3 into a Project Report summarizing the background information utilized in the analyses, the alternatives reviewed, and the general recommendations for the solids handling system. Identify major capital improvements and formulate a conceptual implementation schedule. Summarize costs of the major capital improvements projects.
- 4.2 Prepare figures to accompany the Project Report showing conceptual alternatives and recommendations.
- 4.3 Provide a compiled preliminary draft of the Project Report to the City for review and comment.
- 4.4 Attend one (1) in-person meeting to review City comments.
- 4.5 Incorporate City comments and create a copy of the compiled final draft of the Project Report, which has Professional Engineer stamps and signatures, with appendices, in PDF format.

Assumptions:

- *This report is intended for internal use and will not necessarily meet all of the WAC requirements for Engineering Reports.*

Provided by City:

- Review comments for the preliminary Project Report.

RH2 Deliverables:

- Attend one (1) review meeting with City with two (2) RH2 staff members.
- Review draft and final version of the Project Report in electronic PDF.



REQUEST FOR QUALIFICATIONS (RFQ)

City of Richland, Washington

RFQ NUMBER	22-0068	
RFQ TITLE	WWTP Anaerobic Digester Functionality Audit	
DATE ISSUED	August 7, 2022	
PURPOSE	The City of Richland is soliciting statements of qualifications to solicit responses from interested consultants for completing an age, condition, and functionality audit on the City's two existing wastewater treatment anaerobic digesters systems including future scenarios for a biosolids reuse plan and associated Capital Improvement Plan (CIP).	
DEADLINE FOR SUBMISSIONS	3:00 P.M. Pacific Local Time August 25, 2022 Late submittals will not be accepted.	
PRE-SUBMITTAL CONFERENCE	A pre-submittal tour will be held on August 16, 2022 , starting at 10:00 AM at Richland WWTP, 555 Lacy Road Richland, WA 99352	
LAST DATE TO SUBMIT QUESTIONS	The last date to submit questions regarding this RFQ is August 22, 2022, at 3:00 p.m. Pacific Local Time.	
DIRECT ALL INQUIRIES TO	BUYER	Irma Bottineau
	EMAIL	purchasing@ci.richland.wa.us
	PHONE NO.	(509) 942-7710
REQUIRED NO. OF COPIES	Submit (1) one original electronic submission	
ELECTRONIC SUBMITTAL	All required documentation shall be submitted online at www.publicpurchase.com . See section 4.2 Electronic Submittal for detailed instructions.	
RESULTS OF SUBMITTALS RECEIVED	A list of submittals received will be posted to Public Purchase shortly after the due date and time.	

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CITY OF RICHLAND
REQUEST FOR QUALIFICATIONS
RFQ No. 22-0068, WWTP ANAEROBIC DIGESTER FUNCTIONALITY AUDIT
SUBMITTALS DUE: August 25, 2022, 3:00 p.m., EXACTLY, Pacific Local Time

Public notice is hereby given that the City of Richland, Washington has issued the above solicitation for statements of qualifications from interested consultants for completing an age, condition, and functionality audit on the City's two existing wastewater treatment anaerobic digesters systems including future scenarios for a biosolids reuse plan and associated Capital Improvement Plan (CIP).

Detailed information and the submittal documents are available at www.publicpurchase.com, under City of Richland, Washington designated webpage.

Contact Public Purchase directly if unable to access documents online at support@publicpurchase.com. Online Chat is available from 7:00 a.m. to 4:00 p.m. MT at www.publicpurchase.com top left corner. If unable to reach Public Purchase, contact the City Purchasing Division at 509-942-7710.

The City of Richland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color national origin, or sex in consideration for an award.

Published:

Sunday, August 7, 2022, Tri-City Herald

Purchasing Division

SECTION 1 PROJECT OVERVIEW

1.1 Intent

The purpose of this Request for Statement of Qualifications is to solicit responses from interested consultants for completing an age, condition, and functionality audit on the City's two existing wastewater treatment anaerobic digesters systems including future scenarios for a biosolids reuse plan and associated Capital Improvement Plan (CIP).

1.2 Background

- A. The City of Richland (City) is a rapidly growing City located in Benton County at the confluence of the Columbia and Yakima rivers in Southeastern Washington. Richland and its sister cities of Kennewick, Pasco and West Richland make up the Tri-Cities Metropolitan Statistical Area (MSA) (population 303,622). Richland is the third largest City with 59,570 residents. The City has a City Manager-Council form of government, was incorporated in 1958, and operates as a first-class City under the Revised Code of Washington Title 35 (RCW 35).
- B. Richland is a full-service city composed of ten departments, with a budget of \$322 million, of which roughly, \$75.8 million is General Fund. The City provides citizens with general government, public safety, public works, planning and community development, housing programs, as well as parks and recreational programs. The City operates an electric distribution utility, water and waste water utilities, solid waste landfill-collection system, public library, and administers the consolidated regional emergency management (911) dispatch center.
- C. The City has a staff of approximately 556 full/part-time employees with an additional seasonal flux of up to 50. More than 80% of the employees report to Public Works, Electrical Utility (Energy Services), Public Safety (Fire and Police) as well as the Parks & Public Facilities.
- D. The Waste Water Treatment Plant (WWTP) was built in 1985 and presently serves the population of Richland. The WWTP is a 12-mgpd complete-mix active sludge plant. Wastewater is delivered to the plant by approximately 278 miles of sewer lines. The sewer system and WWTP is maintained and operated by a staff of approximately 22 people under the direction of the Waste Water / Storm Water Manager.
- E. The City is seeking to hire a consultant to evaluate the current WWTP anaerobic digesters and prepare a prioritized list of repairs. The existing anaerobic digesters need rehabilitation and repair due to current and future capacity and serviceability needs. Most parts of the existing anaerobic digesters are the original parts from when the plant was built in 1985. A list of repairs will help the City determine future projects and which projects should be completed first.

1.3 Consultant Experience

- A. The City is seeking a consultant or consultant team with experience in:
 - 1. Evaluation of WWTP equipment and processes.
 - 2. Regulatory requirements for WWTP in the State of Washington.
 - 3. Engineering design of wastewater treatment anaerobic digesters.
 - 4. Mechanical, Structural, and Electrical Systems/Processes integral to a WWTP.

1.4 RFQ Solicitation Schedule

Tentative Schedule	
Task	Date
RFQ Issued	August 7, 2022
RFQ Pre-Submittal Meeting (if applicable)	August 16, 2022, 10:00 PM Pacific Local Time
Deadline for Questions by Interested Parties	August 22, 2022, 3:00 PM Pacific Local Time
RFQ Due Date	August 25, 2022, 3:00 PM Pacific Local Time
*Evaluation and Selection	August/September 2022
*Interviews / Presentations, if required	September 2022
*Estimated Date of Intent to Award	September/October 2022
*Estimated Date of Council Award	September/October 2022
*Estimated Date of Notice to Proceed	October 2022
*Target Date for Completion of all Work	May 2023

NOTE: Dates preceded by an asterisk (*) are estimated dates. Estimated dates are for information only.

END OF SECTION

SECTION 2 SCOPE OF WORK

2.1 Project Description

The scope of work for this project includes, but not limited to, the following:

- A. Review and evaluate the current state of the anaerobic digesters.
 - 1. Develop complete understanding of the present and future interrelated plant and anaerobic digester capacity and process needs.
 - 2. Identify required changes/repairs needed to the anaerobic digesters.
- B. Prepare a priority list of recommended repairs for the anaerobic digesters with an estimated cost.
 - 1. This list should start with the repairs that are most critical and should be fixed first.
 - 2. The estimate cost of repairs should be an approximate range it would be for a contractor to fix the suggested repair.

2.2 City Provided Services / Resources

For this project, the City will provide the following:

- A. Record drawings and current operations and maintenance manuals for the WWTP.
- B. Anaerobic digester audit reports.
- C. Access to facility, operators, and maintenance staff.
- D. Any technical memorandums and reports regarding the WWTP, specifically the anaerobic digesters.

2.3 Suggested Improvements

When preparing the submittal, responders are encouraged to suggest improvements to the scope of work that would provide the City with a successful outcome of the project.

2.4 Funding and Cost

The City's 2022 budget includes funds dedicated to this project.

END OF SECTION

SECTION 3 EVALUATION AND SELECTION PROCESS

3.1 Evaluation Criteria

Submittals will be evaluated using the following criteria:

Evaluation Criteria	
Category	Maximum Points
Organization and Completeness of Submittal Response	10
Project Approach and Schedule a. Methodology b. Work Plan	30
Firm's Experience a. Firm's Relevant Experience b. Assigned Project Team c. Technical Skills	40
Similar Projects/References a. Past Performance	20
Maximum Written Points	100
Interview / Presentations, if needed	50
Total Maximum Points	150

3.2 Determining Selection

- A. Qualifications will be the basis from which interested individuals or firms will be selected for interviews. The City will evaluate submittals using the criteria set forth in this RFQ.
- B. The City reserves the right to request any additional information needed for clarification from any responder for evaluation purposes.
- C. Following the City staff evaluation of the submittals received, selected individuals or firms may be invited to make oral presentations before the City's Evaluation Team. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each individual, firm or team invited to participate.
- D. The City reserves the right to make a contract award without written and/or oral presentations.
- E. After completion of the evaluations, the City's Evaluation Team will determine the most qualified individual or firm based on all materials and information presented. The City will then begin negotiations for an agreement with the selected individual or firm.
- F. If the City is unable to reach an agreement with the most qualified individual or firm, the City may terminate negotiations and enter into negotiations with the next most qualified individual or firm, or the City may refrain from contracting with any respondent.
- G. Once the City reaches an agreement that the City finds acceptable, the City will issue an intent to award notification.
- H. The City shall have no obligation until a contract is executed between a Responder and the City. The City reserves the right to not award a contract if doing so is in the best interest of the City.
- I. No cost chargeable to the proposed contract may be incurred before a fully executed contract.

3.3 Responsible Consultant Criteria

The City shall consider only responsible Consultants. Responsible Consultants are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and integrity necessary to perform the requirements of the contract. The City may also consider references, financial stability, and any other information available to the City. Firms with an owner convicted within the past ten years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment liens, are ineligible to participate and shall not submit.

3.4 Questions

All questions relating to this RFQ document must be in writing. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the City of Richland. Any oral communications will not be authoritative and will not be binding on the City.

3.5 Proprietary Information and Public Disclosure of Submittal

- A. Submittals received by the City of Richland in response to this RFQ become public records upon submission and are subject to the Public Records Act, Chapter 42.56 RCW. The Proposer should clearly identify in its proposal any specific information that it claims to be confidential or proprietary; provided, however, that the City is not bound by Proposer's identification of confidential or proprietary information, and will make disclosure decisions based on applicable law and without liability to the Proposer. If a public records request is made for a proposal and/or related materials before a decision to award a contract has been made, notice will be provided to the Proposer as detailed in Section B. After a decision to award the contract has been made, third party notice will be given only as to the records that have been clearly marked as confidential and proprietary by the Proposer.
- B. If the City receives a public records request as described in Section A above, the City's sole obligation is to: 1) notify the Proposer of the request; and (2) provide a date upon which the information will be released to the requester unless the Proposer obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Proposer fails to timely obtain a court order enjoining release, the City of Richland will release the requested information on the date specified.

3.6 Agreement/Contract

The City intends to use and issue an agreement for the services requested herein. Typically, the Scope of Services outlined in this RFQ solicitation, the successful responder's submittal to same and the end result of negotiations will become Exhibit "A", Scope of Services in the agreement. A sample copy of the City's agreement is attached to this RFQ as Attachment B.

END OF SECTION

SECTION 4 SUBMITTAL REQUIREMENTS

4.1 Organization of Submittal

The following list details the appropriate submittal format. Responders should organize their submittal into the following sections:

A. *Preface*

1. Attachment A – RFQ Signature Form and Addendum Acknowledgement
2. Current Internal Revenue Service Form W-9

B. *Executive Summary* (Limit 4 pages)

1. Introduction of your organization
2. Include the key elements of the Responder's expertise, products/services offered and an overview of the consultant team. All information should tie back to the knowledge and experience of the consultant firm.
3. Indicate the address and telephone number of the respondent's office located nearest to Richland, Washington, and the office from which the Project will be managed.

C. *Project Approach and Schedule* (Limit 10 pages, excluding resumes)

1. Work Plan: Describe the proposed sequence of specific tasks to accomplish this Project. Indicate all key deliverables and their contents. Include a list of information required or tasks to be completed by City staff. Identify any pitfalls or hurdles that may be foreseen with each task.
2. Methodology: This section should clearly describe the methodology or methodologies planned to provide the specific tasks described in the Work Plan. Include project management tracking tools and communication plans.
3. Team Organization: Provide an organizational chart showing all proposed team member roles and responsibilities, including any subcontractors/sub-consultants. Identify the Responder's Project Lead Consultant/Project Manager. Include a resume (two (2) pages maximum) for each Project Team member. The City is seeking a well-balanced team featuring:
 - i. Breadth of expertise sufficient to accommodate Project needs.
 - ii. Appropriate mix of senior, mid-level, and junior staff to maximize value.
 - iii. Organizational capacity to take on workload necessary for Project success.
 - iv. List the percent each person will be assigned to this project and identify the percent they will be assigned to other projects at the same time.
4. Project Schedule: Provide a schedule for completing each task in the Scope of Work and proposed Work Plan. The schedule should demonstrate the proposed team's ability to perform the work requested within an established budget and schedule. Project schedule should include deadlines and milestones meeting project deliverables and identify potential risks that may impact the schedule with recommendations for the mitigation and/or elimination of such risks.
5. List any other information which may be helpful in determining your knowledge and experience for this service.

D. *Related Project Experience / References* (Limit 5 pages)

1. Describe recent, within the last five (5) years, directly related experience with waste water treatment plants. Past experience with WWTP processes is highly desired. Include the following:
 - i. Name of the client, address, email, telephone number and name of the project manager.
 - ii. Date(s) of the service, description of the work performed.
 - iii. Original time schedule and completed time schedule.
 - iv. Discuss if the project stayed within agreed upon budget.
2. Provide at least three (3) references. For each of the references provide the following:
 - i. Company Name
 - ii. Contact name and title, address, email and phone number
 - iii. Description of services provided
 - iv. Timeframe of services provided
3. The City reserves the right to contact any organization or individuals provided by the Responder or obtained by the City.

4.2 Electronic Submittal

- A. Submittals shall be submitted electronically through the Public Purchase website. Submittals delivered by hand, fax, telephone or email or any postal carrier will not be accepted.
 1. Responders must be registered with PublicPurchase.com. Visit the City of Richland website at: [Richland, WA - Public Purchase Website](#) for instructions to register.
 2. *Register as early as possible and do not wait until the due date as the registration process may take up to 24 hours to complete.*
 3. If you have any questions on how to respond to electronic submittals, contact vendor support at [www.publicpurchase.com](#) through Live Chat in the upper left corner of the webpage or email support@publicpurchase.com. Public Purchase staff is available Monday – Friday, 8 am to 5 pm Central Time.
- B. Electronic submittals shall be limited to the documents specified in the RFQ document and shall not include additional brochures, booklets or other sales material that are not specifically requested in the RFQ.
 1. The City of Richland cannot guarantee internet access. It is strongly recommended that you respond 24 hours prior to the bid closing date and time for submittal.
 2. ***The City is unable to verify if a submittal has been successfully uploaded in Public Purchase.*** The Public Purchase system places all submissions into a virtual lock box where they cannot be viewed by the City until after the due date and time.
 3. Responders can check their submission by returning to the home page of Public Purchase. The submittal will be shown in the “Bids Responding To” section. **DO NOT EMAIL A COPY OF YOUR BID TO THE CITY.**
 4. The Public Purchase website will not allow submittals to be uploaded after the due date and time established. Responders accept all risks for uploading their submission by the established due date and time.

- C. If a Responder uploads a file to Public Purchase, it is the Responder's responsibility to ensure the file is not corrupt or damaged. If the City is unable to open an attachment because it is damaged, corrupt, infected, etc., the City may disqualify the Responder's submission.

END OF SECTION

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SECTION 5 STANDARD TERMS AND CONDITIONS

1. **BID / QUOTE / PROPOSAL / GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **ACCEPTANCE:** This order expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by Contractor are objected to and hereby rejected, unless otherwise provided in writing by the City.
3. **LICENSES:** If applicable, successful contractor shall have a valid and current State of Washington and City of Richland business license. Licenses shall be obtained prior to award of any PO/contract.
4. **ADD-ON:** By mutual agreement, the quantity of items purchased may be increased within 12 months of the date of award, provided the original purchase price, terms, conditions, and specifications remain the same.
5. **TAXES:** Unless otherwise definitely specified, the City agrees to pay all State of Washington sales or use tax. The City is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
6. **CHANGES WITHOUT NOTICE PROHIBITED:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of the City prior to shipment.
7. **ADDITIONAL CHARGES NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, etc., except as specified in the Notice of Award. Freight collect shipments (COD) will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
8. **MSDS:** Material Safety Data Sheets to be included with shipments of any material requiring this documentation, per OSHA and WSHA regulations.
9. **IDENTIFICATION:** All invoices, packing slips, shipping notices, bill of landings, and all other written documents affecting this order shall contain the applicable PO/Contract number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein.
10. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers and/or inside delivery, it will be up to the Contractor to make delivery to that location at no additional charge. Where specific authorization is granted to ship FOB shipping point, Contractor agrees to prepay all shipping charges and route as instructed.
11. **TITLE/RISK OF LOSS:** Regardless of FOB Point, Contractor agrees to bear all risks of loss, injury, destruction of goods and materials ordered herein which occur prior to delivery. Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by Contractor to City shall pass to the City upon City's inspection and acceptance of such items at the specified City location. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
12. **DELIVERY:** With respect to delivery under this order, time is of the essence, and the order is subject to termination for failure to delivery as specified. For any exception to the delivery date as specified on this order, Contractor shall give prior notification and obtain written approval thereto from the City. The acceptance by the City of later performance with or without objection or reservation shall not waive this right to claim damages for such breach nor constitute a waiver of the requirement for the timely performance of any obligation remaining to be performed by Contractor.
13. **REJECTION:** All goods or materials purchased herein are subject to approval by the City. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the City or returned will be at Contractor's risk and expense.
14. **PAYMENT TERMS:** Unless otherwise negotiated, the terms of payment shall be net 30 days from receipt of proper invoice. PO numbers must be noted on all invoices.
15. **CASH DISCOUNTS:** In the event that the City is entitled to a cash discount, the period of computations will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is made part of the contract. For the purpose of earning the discount, payment is deemed to be made on the date of mailing or transmittal of the City warrant, check or EFT.
16. **INVOICING:** Itemized invoices are required. Invoices will not be processed for payment until items invoiced are received. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the contractor and approved by the City.

17. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Contractor shall comply with all applicable federal, state, local laws and regulations. Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.
18. **INFRINGEMENTS:** Contractor agrees to protect and save harmless, the City against all claims, suites, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchases, installation, or use of goods and materials ordered and to assume all expenses and damages arising from such claims, suits or proceedings.
19. **WARRANTIES:** Contractor represents and warrants that the goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with the specifications and be free from defects in labor, material and manufacturer. All UCC implied and expressed warranties are incorporated in this Purchase Order/Contract. Contractor shall transfer all warranties to the City.
20. **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
21. **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Purchase Order/Contract, except for injuries and damages caused by the sole negligence of the City
22. **FORCE MAJEURE:** Contractor will not be responsible for delays in delivery due to acts of God, fire, strikes epidemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due the reason for delay.
23. **TERMINATION:** (i) The parties may terminate this Purchase Order/Contract by mutual agreement. (ii) The City may terminate this Purchase Order/Contract at any time with written notice to Contractor. Upon receipt of the written notice, Contractor shall stop performance, and City shall pay Contractor for goods delivered and accepted. (iii) The City may terminate this Purchase Order/Contract at any time if City fails to receive funding, appropriations, or other expenditure authority. (iv) If Contractor breaches any Purchase Order/Contract provision or is declared insolvent, the City may terminate this Purchase Order/Contract for cause with written notice to the Contractor, and Contractor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC
24. **DEFAULT:** The Contractor covenants and agrees that in the event suit is instituted by the City for any default on the part of the Contractor and the Contractor is adjudged by court of competent jurisdiction to be in default, Contractor shall pay to the City all costs, expenses expended or incurred by the City in connection therewith, and reasonable attorneys' fees.
25. **SEVERABILITY:** If a court of competent jurisdiction declares any provision of the Purchase Order/Contract to be invalid, the other provisions and the rights and obligations of the parties remain in effect.
26. **NONDISCRIMINATION:** During the performance of this Purchase Order/Contract, the Contractor agrees as follows: The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the American with Disabilities Act (42 USC 12101 et. seq.).
27. **ANTI-TRUST:** Contractor and the City recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the City, therefore, Contractor hereby assigns to the City any and all claims for such overcharges.
28. **PUBLIC DISCLOSURE:** Purchase Order/Contract and all contents and attachments are deemed a public record as defined in the Public Records Act, Chapter 42.56 RCW. The City will make disclosure decisions based on applicable law and without liability to the Proposer.
29. **ASSIGNMENT:** (i) This award is not assignable by Contractor either in whole or in part, without the prior written approval of the City.
30. **RIGHT TO AUDIT:** The City reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the Purchase Order/Contract.
31. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure

that any hardware, software, and/or embedded chip devices used by the contractor in the performance of services under this agreement, other than those owned or provided by the City, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to the City under this Purchase Order/Contract.

32. **NONDISCRIMINATION - TITLE VI COMPLIANCE:** The City of Richland assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City sponsored program or activity. Richland City further assures 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.

END OF SECTION

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SECTION 6 ADDITIONAL TERMS AND CONDITIONS

This section is a supplement to the Standard Terms and Conditions. If there is a conflict between the Standard Terms and Conditions and the Additional Terms and Conditions, the Additional Terms and Conditions shall prevail.

6.1 Cooperative Purchasing

Cooperative Purchasing is not applicable to this procurement.

6.2 Insurance

Insurance is required as stated in Attachment B – Sample City of Richland Contract.

6.3 Prohibition on Advanced Payments

- A. The City does not accept requests for early payment, down payment or partial payment prior to services being delivered.

6.4 Administration

This Contract is between the City and the Consultant who shall be responsible for providing the services described herein. The City is not party to defining the division of work between the Consultant and its Subcontractors. The Consultant represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to provide the services hereunder.

6.5 Contract Amendments

- A. No oral order or conduct by the City shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the City.
- B. The City reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to approval of replacements for discontinued items, add items of like function, or similar in nature or purpose to the originally listed products; the provision of ancillary services in response to minor changes in City needs; extend the contract to include optional terms.
- C. Cost or Price Analysis may be required by the City for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the City.

6.6 Force Majeure

- A. The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Both parties agree to use their best efforts to minimize the effects of such failures or delays. In the event the Consultant ceases to be excused pursuant to this provision, then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination. Whenever a force majeure event causes the Consultant to allocate limited resources between or among the Consultant's customers, the City shall receive no less priority in respect to such allocation than any of the Consultant's other customers.

6.7 Conflicts of Interest and Non-Competitive Practices

- A. By entering into this contract, the Consultant represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the services required under this contract.

- B. The Consultant shall not employ any person or agent having any conflict of interest. In the event that the Consultant or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the City. The City shall require that the Consultant take immediate action to eliminate the conflict up to and including termination.
- C. By entering into this contract, the Consultant represents that no persons except as designated by Consultant shall be employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Consultant or any of its agents; employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

6.8 Non-Waiver of Breach

No action or failure to act by the City shall constitute a waiver of any right or duty afforded to the City under the Contract; nor shall any such action or failure to act by the City constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the City in writing.

END OF SECTION



City of Richland

Solicitation
Number:
RFQ 22-0068

Attachment A RFQ Signature Form and Addendum Acknowledgement

WWTP Anaerobic Digester Functionality Audit

ALL RESPONDERS COMPLETE THIS PAGE AND INCLUDE WITH SUBMITTAL:

1. By submitting a response, the Responder certifies that the Responder has fully read and understands this RFQ document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
2. The Responder certifies that he or she has read and understands all terms and conditions of this solicitation.
3. By signing this document, the Responder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the City determines that collusion has occurred among the Responders, none of the submittals from the participants of such collusion will be considered. The City's determination will be final.
4. The Responder acknowledges that the person who signs below is fully authorized to sign on behalf of the firm listed and to fully bind the firm to all conditions and provisions thereof.
5. The Responder acknowledges receipt of the following addenda: _____ through _____.

Respectfully submitted this _____ day of _____, 20_____.

Name of Firm: _____

Address: _____

Signature: _____

Name (Print): _____

Title: _____

Email: _____ Phone: _____

Attachment B – Sample City of Richland Contract



AGREEMENT BETWEEN CITY AND CONSULTANT

Project/Purpose Reference

This Agreement is entered into this **day** day of **month**, **year** (“Effective Date”) by and between the **City of Richland** (“**City**”), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **business name** (“**Consultant**”), a **business entity type** with service at **registered address**. **City** and **Consultant** are referred to individually herein as a “Party” and collectively herein as the “Parties.”

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☐ Exhibit A: Scope of Work
 3. ☐ City Richland Solicitation No. **RFP/RFQ #**
 4. ☐ Exhibit B: Solicitation No. **RFP/RFQ #** proposal response submitted by Consultant dated **date**.
 5. ☐ Additional Documents – **Identify by name**.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by **date**.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on **date**.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **written dollar amount** (\$0.00), including all fees and those reimbursable expenses listed in Exhibit A.

- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. 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 City 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 Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not “work made for hire” within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days’ written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter “public records”) may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City’s request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City’s decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant’s sole expense. City shall neither aid nor interfere with Consultant’s request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at:

www.sam.gov and <https://secure.lni.wa.gov/verify/>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name:	Click here to enter text.
Name of Firm:	Click here to enter text.
Address:	Click here to enter text.
Address:	Click here to enter text.
Email:	Click here to enter text.
Phone Number:	Click here to enter text.
Fax Number:	Click here to enter text.

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement

or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

26. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

27. COUNTERPART ORIGINALS

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

(Signature page to follow)

Draft

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Printed Name

Attest:

Title

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

Draft

EXHIBIT A: Detailed Scope of Work

Exhibit A to follow

Draft

A. Preface

	City of Richland	Solicitation Number: RFQ 22-0068
	Attachment A RFQ Signature Form and Addendum Acknowledgement	

WWTP Anaerobic Digester Functionality Audit

ALL RESPONDERS COMPLETE THIS PAGE AND INCLUDE WITH SUBMITTAL:

1. By submitting a response, the Responder certifies that the Responder has fully read and understands this RFQ document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
2. The Responder certifies that he or she has read and understands all terms and conditions of this solicitation.
3. By signing this document, the Responder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the City determines that collusion has occurred among the Responders, none of the submittals from the participants of such collusion will be considered. The City's determination will be final.
4. The Responder acknowledges that the person who signs below is fully authorized to sign on behalf of the firm listed and to fully bind the firm to all conditions and provisions thereof.
5. The Responder acknowledges receipt of the following addenda: N/A through N/A.

Respectfully submitted this 25th day of August, 2022.

Name of Firm: RH2 Engineering, Inc.

Address: 114 Columbia Point Drive, Suite C, Richland, WA 99352

Signature: 

Name (Print): Paul R. Cross, PE

Title: Executive Vice President

Email: pcross@rh2.com Phone: 509.392.6502

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. RH2 Engineering, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 22722 29th Drive SE, Suite 210	Requester's name and address (optional)
	6 City, state, and ZIP code Bothell, WA 98021	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
9	1		-	1	1	0	8	4
								3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Mpa C Jacks</i>	Date ► <i>1/25/2022</i>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



B. Executive Summary

Firm Introduction

RH2 is an innovative engineering firm specializing in utility and infrastructure work for municipal clients throughout the Pacific Northwest. Since 1978, we have focused on providing the highest quality and best value services to local municipal and state government agencies. Today, we have more than 100 professionals in nine offices throughout Washington, Oregon, and Idaho. Our diverse skill set, together with our medium size, enables us to effectively adapt to the unique needs of our clients, while offering the advanced capabilities necessary to design and manage complex projects. Our staff includes licensed experts in civil, mechanical, electrical, and structural engineering; geology, hydrogeology, and geotechnical engineering; and water rights, wetlands delineation, environmental assessments, and permitting.



Areas of Expertise

Municipal Engineering

- Conceptual Design and Master Planning
- Site Development and Analysis
- Peer Review and Value Engineering
- CIP Planning and Estimating
- Interagency Coordination and Permitting
- Construction Contract Administration and Observation

Utility and Transportation Engineering

- Water, Sewer, and Storm Treatment, Pumping, Storage, and Pipelines
- Infrastructure Rehabilitation and Replacement Review
- Stormwater Engineering and Reports
- Utility Master Planning
- Hydraulic/Hydrological Modeling
- Source Development and Water Rights
- Road, Bridge, and Trail Design
- Signal and Illumination Design

Electrical and Control

- Telemetry and SCADA Services
- HMI and PLC Programming
- Control System Design and Implementation
- Electrical and Standby Power Supply

Environmental and Geologic Services

- Geologic and Hydrologic Services
- Dewatering and Infiltration Analysis
- Stream/Habitat Restoration
- Wetland Delineation and Biological Assessments
- Stormwater Reports and Facility Design
- Permitting

Specialty Services

- Hydrant Flow Testing
- Condition Assessment and Asset Management
- Energy Efficiency and Vibration Analysis
- Corrosion Engineering and Cathodic Protection
- 3D Design and GIS

Local Office

Our local office is located less than 2 miles from the City of Richland's Wastewater Treatment Plant. Working out of our Richland office, Paul Cross will be the Principal-in-Charge. He manages a team of 5 project engineers, 2 staff engineers, and 2 administrative staff, who will quickly and comprehensively respond to your needs. Our Project Manager, Eric Smith, works from our East Wenatchee office and will be your main point of contact for this effort. Additionally, Thomas Coleman, Process Engineer, is also close by working from his office in Yakima, only an hour away from the City's Wastewater Treatment Plant. The work will be performed in-house by RH2 staff who are qualified, licensed, and experienced with this type of work in Washington.

Experience with WWTP Evaluations, Processes, and Design

RH2 has assisted clients in every aspect of wastewater treatment planning and facility design, including conceptualization, pre-design, design, permitting, and construction on a multitude of projects ranging from somewhat simple to very complex. The [Related Project Experience/References](#) section of this proposal summarizes recent projects where our team provided similar services that the City is requesting for the Wastewater Treatment Plant Anaerobic Digester Functionality Audit.

Representative Project Experience

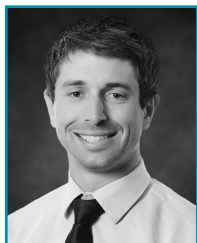
- Wastewater Treatment Facility Master Plan, City of Yakima (In Progress)
- Wastewater Treatment Plant Digester No. 4 and Solids Handling Building, City of Wenatchee (In Progress)
- Dryden Wastewater Treatment Facility Improvements, PUD No. 1 of Chelan County (In Progress)
- Wastewater Treatment Plant Facility Plan, City of Lynnwood (In Progress)
- Water Reclamation Facility Improvements, City of Medford (In Progress)
- Facility Plan Amendment, City of Goldendale (In Progress)
- Blower Upgrades, City of Lynnwood (In Progress)
- WRF Phase III—Liquid Stream and Solids Handling Improvements, City of Snoqualmie (In Progress)
- Wastewater Treatment Plant and Pump Stations Infrastructure Upgrade, City of Lynnwood (In Progress)
- Wastewater Treatment Plant Digester Facility Improvements, City of Richland (2022)
- Wastewater Treatment Plant Solids Handling Building Generator Replacement, City of Richland (2022)
- Original ATAD Tankage Condition Assessment, Douglas County Sewer District No. 1 (2021)
- Wanapum Village Large On-Site Sewage System Facility, Zirkle Fruit Company (2019)
- Sludge Augmentation Study and WWTP Process Study, City of Lynnwood (2019)
- Regional WRF Biogas Piping Retrofit and Improvements, City of Medford (2019)
- Peshastin Wastewater Treatment Facility Upgrades Evaluation, PUD No. 1 of Chelan County (2018)
- Phase II Water Reclamation Facility—Solids Handling, City of Snoqualmie (2017)
- City of Lynnwood Wastewater Treatment Facility Aeration System Improvements, Trane (2017)
- Water Reclamation Facility Clarifier Performance Evaluation, City of Snoqualmie (2016)
- Water Reclamation Facility Odor Control Study, City of Snoqualmie (2016)
- Wastewater Treatment Plant Caustic Soda Improvements, City of Pasco (2016)
- Phase I Water Reclamation Facility Improvements, City of Snoqualmie (2016)
- Wastewater Treatment Plant Blower Evaluation, City of Florence (2016)
- Priest Rapids On-Site Septic System Expansion, Grant County PUD No. 2 (2016)
- Wastewater Treatment Plant On-Site Sodium Hypochlorite Generation System Improvements, City of Newberg (2016)
- Wastewater Treatment Plant On-Call Engineering Services (since 2011), City of Lynnwood (2016)
- Clarifier Painting, Douglas Co. Sewer District No. 1 (2015)
- Non-Potable Water System and Automatic Filter Evaluation, Douglas County Sewer District No. 1 (2015)
- Headworks Screen Replacement, Douglas County Sewer District No. 1 (2015)
- Wastewater Treatment Plant Odor Control Evaluation, Douglas County Sewer District No. 1 (2014)
- Wastewater Treatment Facility, City of Cashmere (2014)
- Wastewater Treatment Plant Engineering Report, Hartstene Pointe Water-Sewer District (2014)
- Wanapum Maintenance Center Phase 3 On-Site Septic System, Grant County PUD No. 2 (2014)
- Wanapum Village Large On-Site Sewage System Facility, Grant County PUD No. 2 (2014)
- Wanapum Maintenance Center Phase 3 On-Site Septic System, Grant County PUD No. 2 (2013)
- Priest Rapids Sewer System Evaluation, Grant County PUD No. 2 (2011)
- Biosolids Removal and Hauling, City of Stanwood (2010)
- Twisp Sewer Plant Assistance, Town of Twisp (2009)
- Wanapum Village Stabilization Pond Analysis, Grant County PUD No. 2 (2008)



RH2 recently completed projects with the City that replaced the Digester Control Building motor control and HVAC equipment, and emergency generator at the Solids Handling Building.

Team Overview

Our recent experience evaluating wastewater treatment plants gives us valuable knowledge that we can apply to your project. The project team we have assembled to support this effort is headed by the RH2 personnel with significant and recent wastewater treatment plant planning and design experience. Here we have included a brief summary of the key personnel roles and experience for our proposed project team. A team organizational chart is included in the [Project Approach and Schedule](#) section, and full resumes for each team member are included in the [Appendix](#).



Eric Smith PE

Project Manager

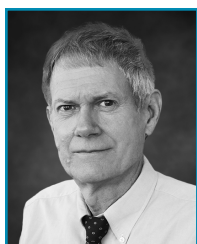
Eric focuses on wastewater infrastructure projects for eastern Washington clients. He uses his significant on-site project experience to aid in the planning, design and construction of complex wastewater treatment facility projects. Eric strives to achieve seamless communication and cooperation between the contractor, owner, and reviewing agencies to deliver successful projects. His process experience includes plug flow reactors, sequencing batch reactors, and oxidation ditches, primarily with the objective of enhanced biological phosphorus removal. He has experience in the design and construction of both new and retrofit facility projects. He has worked extensively with design of screening and grit removal equipment, wastewater and solids handling pumping systems, aeration and mixing equipment, secondary clarifiers, thickening, dewatering and aerobic digestion equipment. Eric enjoys seeing a project successfully through all stages from planning to commissioning.



Paul Cross PE

Principal-in-Charge

Paul is RH2's Executive Vice President and the Southeast Washington Regional Manager in the Richland office. He has managed planning, design, and contract administration for municipal transportation, water, sewer, irrigation, water quality, and watershed projects in eastern Washington for more than 25 years. His effective communication skills, knowledge of regulatory and local issues, and ability to address challenges allows him to provide sound leadership and direction for projects.



Tom Coleman PE

Wastewater Treatment Process Expert

Thomas has 32 years of experience in environmental engineering related to the design, construction, and operation of municipal and industrial wastewater and water treatment facilities. His responsibilities have included planning, design, project management, construction management, process, operations consulting, and preparation of operation and maintenance manuals for wastewater and water treatment facilities projects.



Tyler Duncan PE

Project Engineer

Tyler has experience in design and construction engineering for a variety of municipal development projects, making him a multi-faceted member of our team. While he has worked on many different types of projects, his one of his primary focuses has been on wastewater infrastructure projects for municipalities. His experience working with small municipalities, ability to understand client needs, effective communication skills, technical knowledge, and ability to use complex modeling and drafting software, allows him to be involved with every phase of a project, maximizing efficiency and delivering successful projects.



Daniel Dunagan PE

Mechanical Engineer/Flare Expert

Daniel is a mechanical engineer with eight years of experience. Prior to joining RH2, Daniel worked as a technical expert in the oil and gas industry. He worked specifically with flare equipment, providing him with unique experience in troubleshooting and designing process equipment. Since joining RH2, he has worked with our design teams to replace aging wastewater infrastructure, helping to provide thorough and detailed plan sets that keep construction costs to a minimum.



Jon Conner PE, SE

Structural Engineer

Jon specializes in structural analysis and design. He has completed the structural design of wastewater and water treatment facilities, booster pump stations, water reservoirs, and site planning design, including sanitary sewer and water main layouts. His experience includes design and analysis of steel, timber, reinforced concrete, and masonry structures. Jon's work involves performing load calculations and designing structural components utilizing design aids including AutoCAD and finite element analysis software. He also has field experience providing engineering construction observation services.



Paul Young PE

HVAC Engineer

Paul provides engineering support for municipal facility planning and upgrade projects, including assessing and designing HVAC systems. For design, he utilizes AutoCAD and Civil 3D to create accurate site plans and profiles. For planning, he utilizes the modeling features of WaterCAD and InfoWater to analyze the impacts of a project to the entire system. Paul also performs pump and motor condition testing using sophisticated, non-invasive vibration analysis equipment to determine the physical condition of pump and motors in water and irrigation systems. From his analysis, he provides system operators with the information needed to prioritize maintenance on the pumps and motors.



Chris Roberts PE

Electrical and Controls Evaluation Lead

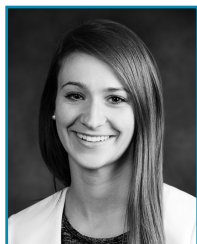
Chris is an electrical and control systems engineer and project manager. He has 20 years of experience specializing in the design and implementation of electrical, control, and telemetry systems for wastewater and water facilities. He can quickly solve problems that arise during design, as well as during startup and testing. Chris recently led the City's Wastewater Treatment Plant Digester Facility Improvements project and has specific familiarity with this plant, the system, and the City's standards.



Stuart Greenberger PE

Corrosion Control Expert

With 42 years of experience, Stuart is considered an industry expert in corrosion control, utility protection and relocation, and rehabilitation and maintenance of a variety of wastewater infrastructure. He is responsible for material specifications, design and installation details, surveys and inspections, rehabilitation work, cathodic protection and stray current electrolysis mitigation, coating and linings, facility and equipment maintenance, and related water quality and environmental issues. He also performs project and budgetary planning for capital improvements, and provides technical support for design and construction operations.



Alex Fussell PE

Corrosion Control Engineer

Alex specializes in corrosion protection for infrastructure, including cathodic protection design, coatings and linings, and material selection. She has also designed numerous wastewater and water system projects for municipal clients. Alex's experience includes concrete and steel tank construction and rehabilitation, pump selection, gravity and pressurized piping design, site planning, booster pump station design, and sewer lift station design. She also specializes in corrosion protection for infrastructure, including cathodic protection design, coatings and linings, and material selection.



Dan Mahlum PE

Technical QA/QC

Dan is the head of RH2's Treatment Group and oversees complex, cutting-edge facility projects that include wastewater planning and improvements, well development and rehabilitation, and groundwater and surface water treatment. For the past 26 years, he has expanded RH2's treatment experience, giving our company the breadth and depth to meet our clients' needs for wastewater and water solutions.

C. Project Approach and Schedule

Approach and Work Plan

Background

The City of Richland's Wastewater Treatment Plant (WWTP) produces two sludge streams: primary sludge via settling in the primary clarifiers and waste activated sludge (WAS) via wasting of biomass from the secondary treatment system. Primary sludge is pumped directly to the anaerobic digesters. WAS is thickened via a rotary drum thickener (RDT) prior to discharge to the digesters.

Sludge digestion is completed in two identical 0.6 MG (80,000 cf) anaerobic digesters with floating covers. The digesters can be operated in either series or parallel modes. Each digester includes pumped mixing and heating systems in the Digester Control Building. Also housed in this building is the single boiler, which runs on biogas with diesel fuel as a back-up. The boiler generates hot water used to heat digester contents via heat exchangers to maintain the digesters in a mesophilic temperature range.

The digested sludge is dewatered via two belt presses housed in the Solids Handling Building. The dewatered sludge is conveyed to trucks where it is transported to the Horn Rapids Landfill where the biosolids are mixed with yard waste and wood chips for composting.

Current Needs

The anaerobic digesters, Digester Control Building, and ancillary systems were constructed in the mid-1980s. Most recently, RH2 completed the replacement of the Digester Control Building motor control and HVAC equipment. Other minor improvements, such as replacements of specific valves and pumps, have occurred but the majority of this area has not been significantly changed or refurbished since the original construction. Completion of a functionality audit of the anaerobic digesters, as described in the RFQ, is timely and necessary to identify and prioritize recommended improvements to ensure that the digestion system continues to provide sufficient capacity and reliable service.

Recommended Approach

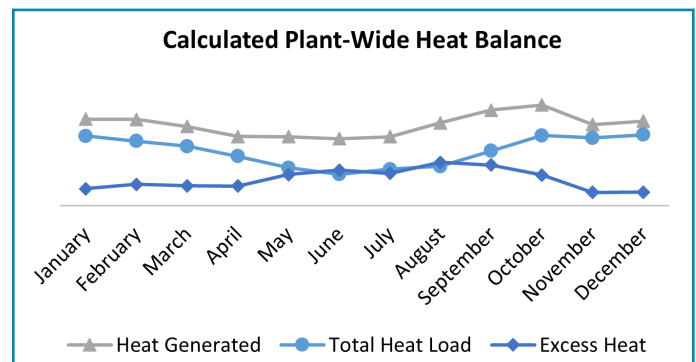
The anaerobic digesters are closely linked to all aspects of the WWTP solids handling system as well as to the entirety of the WWTP. Due to the age of the digesters, a thorough assessment of the existing conditions is prudent. However, a top-down review of the solid handling system is recommended to coordinate improvements with all associated systems (thickening, dewatering, etc.). The basic methodology for such an approach is detailed in the rest of this section.

Capacity Analysis

A review of the capacity of the major solids handling process components (thickening, digestion, heating and gas storage, and dewatering) is recommended to establish or confirm the rated capacity, the remaining capacity available, and also consider equipment downtime or unanticipated conditions.

The digesters are relatively large and, under most conditions, are likely to provide at least a 15-day HRT as is necessary to meet the time and temperature requirements for Class B biosolids. This should be verified during review of historical primary and secondary sludge concentrations, total sludge loading, and other parameters. However, it is believed that the mixing and gas handling systems are insufficient for the size of the digesters and the current level of solids loading and upgrading these systems will be necessary. Growth in sludge generation should be projected as part of this planning work. Operational considerations, such as periodically taking digesters out of service for maintenance or repair, should be carefully considered. General alternatives for improving the digester system may include equipment replacement and reconfiguration, expansion of the reactor tankage, and other alternate stabilization techniques.

As part of any capacity analysis, gas generation and utilization should be reviewed. Proper biogas management is very important for safety, as well as economic considerations. Operation of the digesters would ideally maximize gas production and the gas handling system would efficiently capture, store, and utilize this gas. Excess gas is preferably utilized on-site, such as for heating digester contents or other heating demands. Depending on the quantity of excess gas available, further treatment of the gas for off-site utilization and renewable energy credits may be considered. Consideration of pressure relief and flaring of excess gas is highly important to ensure safe system operation. Gas handling also must be considered with building design, electrical classification, and air quality permitting.



Typical plant-wide heat balance produced as part of gas utilization analyses for the City of Yakima Facilities Plan.

In addition to analyzing the digestion system, review of the capacity, reliability, and redundancy of the thickening and dewatering systems is recommended. For example, the single RDT currently lacks redundancy. An additional mechanical thickener may be needed in the future, but considerations for locating, sizing, and configuring this equipment will be based on the overall solids handling analysis. One potential consideration will be configuring thickening to perform recuperative thickening of the digester contents if this is determined to be necessary to meet process objectives.

Regulatory Review

The City's biosolids are regulated under General Permit for Biosolids Management issued by the Washington State Department of Ecology (Ecology). Currently, the City's sludge is stabilized through the anaerobic digestion process, dewatered, and transported to the Horn Rapids Landfill where composting of the biosolids can be completed. Planning should consider multiple aspects of future biosolids management:

- The newest requirements in the updated General Permit which may impact disposal of biosolids to the landfill.
- The projected demand for Class A biosolids as well as the composting capacity of the Horn Rapids Landfill.
- The potential future regulations on biosolids, such as requirements for PFAS or other micropollutant reduction.
- The need or desire to meet Class A requirements via the WWTP solids handling system.
- The potential for future food waste recycling in the City.
- The air quality permitting necessary for anaerobic digesters and associated piping and equipment at the WWTP.

The regulatory review by Ecology is necessary to identify the potential impacts of current regulations on future changes to the solids handling system as well as to anticipate potential future regulations. For example, if the demand for Class A biosolids significantly exceeds the potential composting capacity of the Horn Rapids facility, the City may consider additional options, such as producing Class A biosolids at the WWTP. Such an approach may be considered an alternative to expanding the digestion capacity at the WWTP. Regulatory considerations must be weighed with capacity- and conditions-related items to guide this decision-making.



Horn Rapids Landfill composting facility.

Conditions Assessment

Due to the age of the digester facility, a thorough assessment of conditions is recommended. The concrete tankage is believed to be in satisfactory condition based on City inspection during cleaning events in the last 5 years. As needed, RH2 can provide a structural engineer to complete an on-site inspection of the structural integrity of the cast-in-place concrete tank and building, and review of pertinent as-builts to identify any improvements or repairs necessary.

The existing floating covers are believed to be in satisfactory condition per previous assessment by Beaver Equipment, though replacement of the guides and minor components may be necessary. An assessment of the internal piping, wall penetrations, and other appurtenances is necessary to determine the extent of necessary repairs or replacements of items. A thorough analysis of corrosion of both metals and concrete within the tank will be a critical component of this assessment. RH2 will provide a corrosion control expert to perform this work.

Options for the replacement or refurbishing of the existing floating covers will be evaluated, but these must be coordinated with other needs. For instance, if an additional digester is determined to be needed for capacity, the existing digesters may both be treated as dedicated primary digesters in which floating or fixed covers may be applicable. Fixed covers could allow for top-entering mechanical mixing to be installed in the digesters to replace the problematic pump-mix systems. Further, the existing floating covers likely offer insufficient gas storage volume. If a dedicated secondary digester is constructed with a membrane-style cover, the overall gas storage volume for the system will be increased. Two applicable membrane covers may be the Wes-Tech DuoSphere™ Gas Holder System or the Evoqua Dystor® Membrane Digester Gas Holder System. Among other items, the analysis of historical gas production and utilization must be performed to guide this decision.



Typical membrane gas holder covers on secondary anaerobic digesters as installed at the City of Yakima.

The mechanical piping and equipment in the Digester Control Building should also be thoroughly assessed. RH2 has in-house expertise in corrosion control, equipment vibration monitoring, and other specialty fields to allow for thorough review of mechanical items.

It is known that the existing boiler has exceeded its intended life and should be prioritized for replacement. Redundant boilers are highly recommended. Installing the boilers and potentially the gas handling equipment in a separate structure may be necessary to provide sufficient space for redundant equipment, while also allowing existing equipment to remain in service during construction. Further, the location of any new boiler should be considered relative to NFPA 820 guidance; though the building environmental control was significantly improved through the MCC and HVAC replacement work, removing the boiler and gas handling equipment from the Digester Control Building may be prudent. These considerations should also be prompted if a new digester or alternate solids stabilization process is added to the site.

The condition assessment should identify major improvements to ensure continued reliable operation in these areas. However, implementing improvements should be closely coordinated with other needs, such as capacity-, redundancy-, and code-related items to ensure that capital funding is efficiently utilized to meet overall treatment goals. RH2 can provide mechanical, electrical, control, wastewater process, and specialty engineers as necessary to support this work.

Identify Key Solids Handling Objectives

In addition to the findings from the capacity-, regulatory- and condition-related assessments, identifying and prioritizing solids handling system objectives is important. This will likely include, but not be limited to:

- Minimizing operational issues such as foaming or struvite formation.
- Continuing to reliably produce biosolids that meet the General Permit requirements.
- Maximizing gas production and utilization.

Analyze Alternatives for Improvements

RH2 will seek to identify improvements that most efficiently and economically meet the needs and objectives previously identified. Potential alternatives for improvements will be identified where applicable. For example, various options to increase the sludge stabilization capacity of the solids handling system may be considered, two of which may be:

- Construct additional digester(s) to increase digestion and gas storage capacity. New digester(s) can potentially be designated as secondary digesters with a membrane-style cover(s) which may provide other benefits, such as allowing increased operational flexibility of the existing two digesters.
- Construct an alternative WAS stabilization process, intended to produce Class A or Class B biosolids, in lieu of anaerobic digestion of WAS. One option may be to construct a sludge drying system (mechanical or solar). A potential configuration may be to directly dry WAS only with the dryer supplemented by biogas from the

digestion of primary sludge. Another option would be to dewater WAS and directly compost this undigested sludge. Either option would reduce load to the digesters but would likely increase operational complexity.

As part of reviewing alternatives, WWTP space planning and allocation must be considered. Expanding the footprint of the solids handling system may impact the ability to expand other process in the future, and as such, space allocation for future expansions of all processes should be considered with the solids handling planning.

Identify and Prioritize Projects

Based on the previous criteria identified, the alternatives for improvements will be evaluated and the recommended improvements identified. Prioritizing improvements will be necessary to ensure that improvements are completed in a coordinated and timely manner in order to meet the needs identified as well as to be properly funded. A technical memorandum or report should be completed to summarize the alternatives analyzed and recommended improvements, including projected costs and implementation schedule. This document may serve as the basis for future project-specific engineering or pre-design reports as needed.

Meet WAC Engineering Report Requirements

If the recommended improvements can reasonably be considered as maintenance and repair, then Ecology approval of an Engineering Report, in accordance with Washington Administrative Code (WAC) 173-240-060, may not be required. However, major improvements that change the fundamental configuration of the solids handling system, impact other WWTP processes or re-rate facility capacity, will likely require Engineering Report review and approval. It is expected that multiple projects will be identified as part of this planning effort and it is recommended that those requiring Engineering Reports be identified such that the targeted reports can be completed as needed prior to the individual projects. RH2 has significant experience in drafting Engineering Reports for WWTPs that have been reviewed and approved by Ecology.

Summary

The solids handling systems for WWTP are typically quite complex with many interconnected systems. An overall plan for improvements is necessary to ensure that capital projects are completed in an efficient and coordinated manner to rectify deficiencies and meet the long-term objectives for the system. Due to the size and complexity of the City's solids handling system, a holistic review of the solids handling system is recommended. RH2 understands that the scope of these projects can often expand, and that findings can impact supporting systems at the WWTP, and as such, we can provide a completely in-house team capable of performing all aspects of this work.

Methodology

The following is RH2's approach for providing the professional services required for this project. We have successfully employed approaches similar to this on other projects of relevant scope, scale, and complexity.

Task 1–Data Collection

Collect data required for the completion of the work.

- Collect available information from previous studies/reports.
- Review existing solids handling data, wastewater quality and flow records, correspondence from Ecology, and other documents provided by the City.

Deliverable: Summary of applicable data and other information that will be used in subsequent analyses.

Task 2–Condition Assessment of Existing Facilities

Document and evaluate the existing solids handling facilities in order to identify deficiencies.

- Review contract drawings and as-builts.
- Provide on-site mechanical, electrical, and structural evaluation of the existing facilities.
- Complete a review of historical facility operation and maintenance with City staff.
- Discuss equipment life and replacement options with vendors, such as for the floating digester covers.

Deliverable: Technical memorandum summarizing current conditions and other findings.

Task 3–Capacity Analyses

Establish solids handling system unit process capacities for comparison of projected loading.

- Review the last five years of process data for the solids handling system, including sludge production, volatile solids destruction, gas production, etc.
- Review previous planning documents that include population, flow, and/or loading projections.
- Identify capacity-limiting conditions for unit processes.

Deliverable: Summary of unit process capacities and projected loadings.

Task 4–Regulatory Review

Document the applicable regulations, policies, and design criteria for use in evaluating proposed improvements.

- Review the current NPDES permit.
- Review the current General Permit for Biosolids Management.
- Review local air quality permitting requirements.
- Identify projected regulatory updates anticipated to occur.

Deliverable: Summary of applicable regulations, policies, and other criteria.

Task 5–Treatment Objectives and Analyses Criteria

Identify overall solids handling objectives and establish criteria for evaluating alternatives.

- Identify biosolids treatment and disposal objectives
- Identify operations and maintenance objectives

Deliverable: List of treatment objectives and criteria for analyzing alternatives.

Task 6–Alternatives Analysis

Prepare alternatives for the expansion or replacement of the existing wastewater treatment systems or facilities due to age, capacity, or other factors.

- Size and layout components for each alternative. Develop a schematic block diagram for each alternative.
- Prepare capital, operations, and maintenance, and 20-year life cycle costs for each alternative.
- Prepare the alternatives analyses and recommend the preferred alternative.
- Prepare a preliminary site layout, hydraulic profile, and preliminary design criteria for the preferred alternative.

Deliverable: Figures and descriptions of proposed alternatives.

Task 7–Recommended Improvements

Document the recommended improvements for the WWTP solids handling system. Develop cost estimates for the proposed improvements for use in the financial analysis.

- Identify WWTP improvements to meet needs and treatment objectives.
- Prepare planning-level cost estimates for each project and prioritize the recommended improvements.
- Summarize all recommended improvements in a technical memorandum or report, including a Capital Facility Plan (CFP) that will provide a plan for the City to systematically and efficiently rehabilitate or replace the existing collection and treatment systems, and develop an organized expansion of the collection system. The implementation timing will be scheduled to provide financial stability in the City's wastewater rate structure.

Deliverable: Report summarizing findings and proposed CIP projects.

Process for Managing Projects

We believe our approach to project management is what makes us so successful and efficient in delivering projects. The heart of RH2's approach is our dedication to assisting clients with meeting their needs and goals, and establishing and growing long-lasting working relationships. The following outlines our general project management process, which we tailor depending on the size and needs of the project.

Staffing

With 130 employees company-wide, Eric Smith has many resources available to provide the City with redundant options for staffing. While we have hand-selected the staff we feel are the best fit for this project, the City can rest assured that RH2 has multiple other resources available to assist you, if needed.

RH2 utilizes an advanced project management program to track project budget, schedule and progress. Integrated with our accounting software, it provides RH2 project managers with up-to-the-minute cost and tracking information, with comparison of planned work to actual for a true evaluation of the progress of the project. Additionally, it allows project managers to conduct budget projection scenarios which allows our project managers to accurately predict how the final project cost will compare to the budget.

Also integrated within RH2's accounting software is a powerful tool for managing staff workload with real-time

reporting. Employee-specific workload is conveniently summarized in a customizable tabular format, color-coded to identify staff that may be under- or over-allocated, allowing us to quickly balance workload.

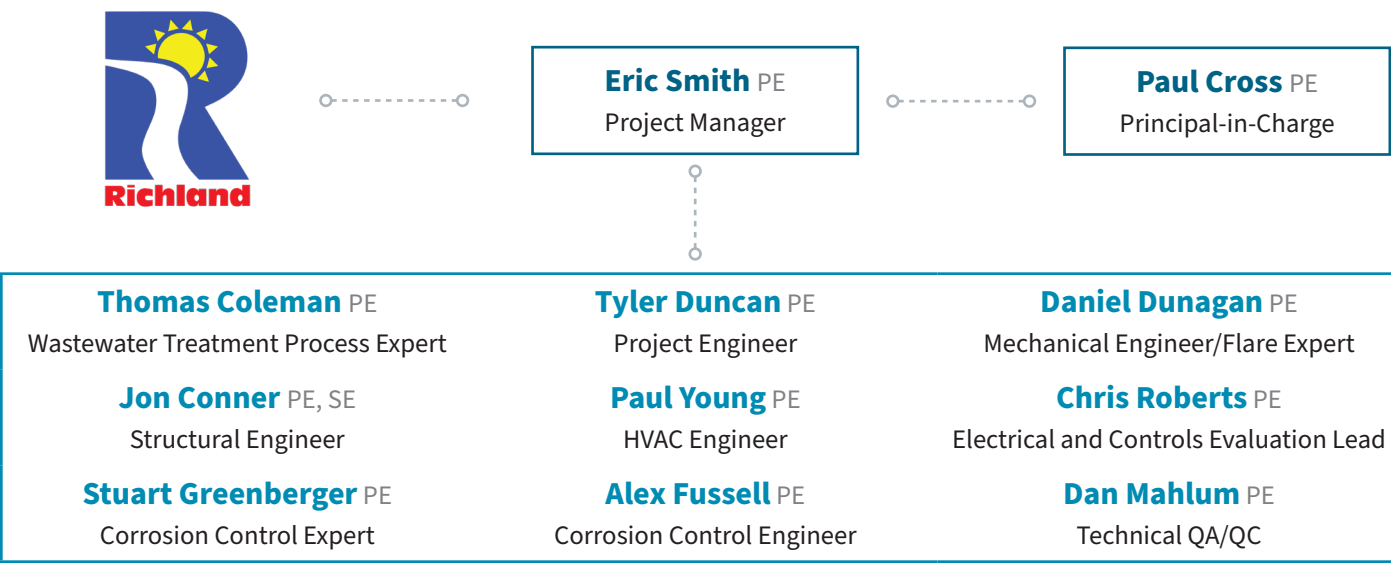
Communication

During project initiation, we will identify communications procedures within our team and the City. Communications will typically consist of written documents/memorandums, email, phone calls, text messaging, or transmission of files. We will need help from the City with identifying the initial staff and RH2 team members required to be notified as part of specific support tasks. Additional staff members may be notified depending on the scope of the support issue. We will notify the City if support personnel are not available due to vacation or other commitments.

Our team understands the importance of communicating with our clients on a regular basis. With our local presence, we will be available to meet with you and your staff in person, as needed. We will also provide detailed invoices to track work being performed and can provide more detailed reports as requested. RH2 has enjoyed collaborating with your staff on recent projects, and we pride ourselves on our ability to find innovative solutions for you. As shown by our successful history of working with the City, our team is committed to providing you with outstanding service.

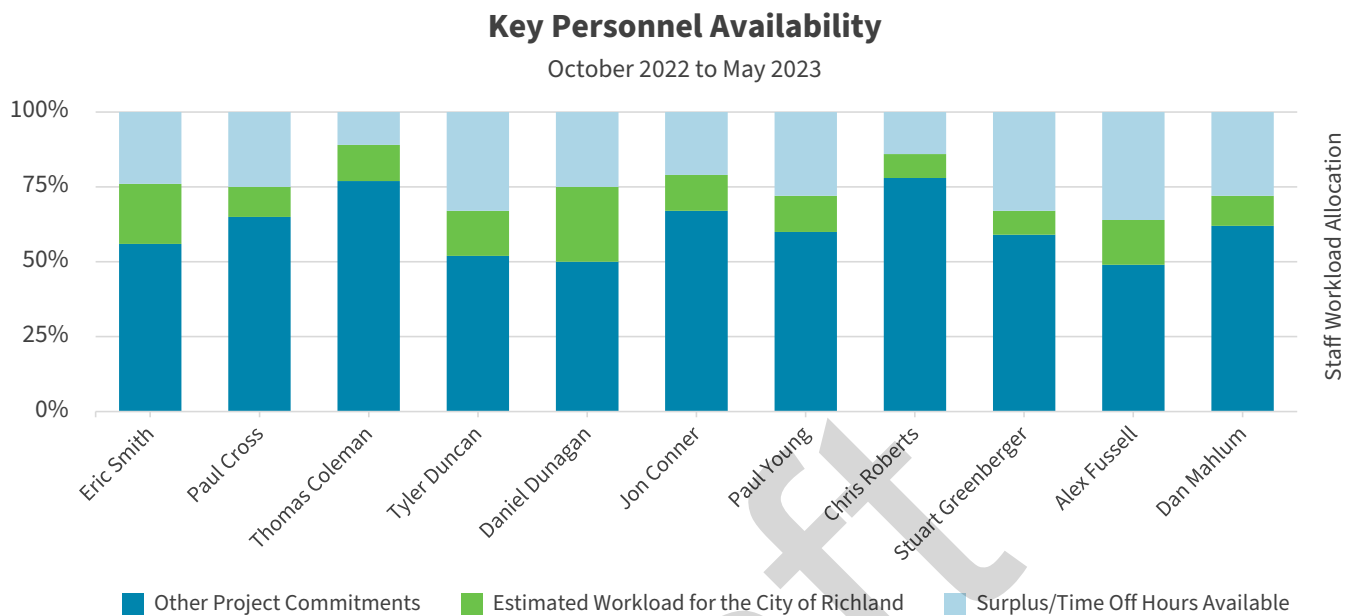
Team Organization

The following organizational chart shows how our team will coordinate with the City. As Project Manager, Eric Smith will coordinate our team's efforts and communicate with the City regarding the project's progress. Eric is highly responsive to his clients and is often complimented on how quickly he can respond to client requests and project needs. RH2's diverse set of experts enhances our team and allows us to provide you with the responsiveness, flexibility, and efficiency of a small firm, with the resources and knowledge of a large firm. We have included brief summaries for several of our core team members in the **Executive Summary** section of this proposal, and full resumes for all proposed key personnel are provided in the **Appendix**.



Team Availability

We have examined our team’s current and projected workloads, and established that we have the time and capacity to staff this project. RH2 utilizes project management software integrated with our accounting software to precisely forecast our staff’s availability. With this information, we have developed the following chart for your reference.



Project Schedule

One primary goal of RH2’s project management activities is to meet the budget and schedule requirements, from preliminary design through construction administration. Once selected for a project, a detailed scope of work is developed to clearly articulate exactly RH2’s role and tasks for the project. These documents are effective tools for budgeting and resource scheduling, and Eric Smith will work with you to identify specific areas where you would like to have an opportunity to review the project’s progress. With our deliverables and deadlines specified early on in the project planning process, we are able to make sure team members are available to prepare specific project elements on schedule for the City's reviews and other project milestones. **The table below shows our estimated schedule for this effort.**

Project Milestones	2022			2023				
	10	11	12	1	2	3	4	5
Task 1—Data Collection	█							
Task 2—Condition Assessment of Existing Facilities	█	█						
Task 3—Capacity Analyses		█						
Task 4—Regulatory Review		█						
Task 5—Treatment Objectives and Analyses Criteria			█					
Task 6—Alternatives Analysis				█	█	█		
Task 7—Recommended Improvements							█	█

D. Related Project Experience/References



Wastewater Treatment Plant Digester Facility Improvements

City of Richland

Key Elements

- Wastewater Treatment Plant Retrofit
- Electrical and Control Upgrades
- Structural, Mechanical, and HVAC Improvements

The City of Richland maintains and operates a 12 MGD WWTP that was constructed in 1985 and is a complete mix-active sludge plant with anaerobic digesters. The existing MCCs located inside the Digester Control Building were aging and in need of replacement. The components within these MCCs were failing due to age and corrosion, including bussing, terminal blocks, contactors, and conductors. In addition, the age of the MCCs was making it difficult to locate replacement parts, as many of the components are obsolete.

RH2 assisted the City by configuring a replacement plan for these MCCs and providing recommendations for other improvements, such as replacement of the Digester Control Building HVAC as well as upgrades to meet the current NFPA requirements for anaerobic digester control buildings. Our in-house team reviewed the following alternatives to determine what would be the most cost-effective way to meet the City's long-term needs and goals, including:

- Locating the proposed replacement MCCs in a separate proposed electrical building detached from the existing digester facility structure.
- Locating the proposed replacement MCCs in an existing room within the digester facility along with ventilation system upgrades.
- Performing structural modifications to the existing digester facility to create a dedicated room for the proposed MCCs along with ventilation system upgrades.
- Modifying the existing digester facility equipment, piping, and ventilation system to improve the atmosphere around the location of the MCCs.

Ultimately, construction of a dedicated separate electrical room within the existing building, along with HVAC and monitoring improvements, was selected by the City. Our team prepared design/construction documents and assisted the City during project bidding and construction administration. Sequencing of the improvements was complex but necessary to allow the existing building systems to remain operable through construction, but the contractor was able to complete the work with minimal changes.

Client Contact

Brian Pope
Civil Engineer I
625 Swift Blvd., MS-26
Richland, WA 99352
509.942.7508
bpope@ci.richland.wa.us

Team Members

Paul Cross PE
Eric Smith PE
Chris Roberts PE
Paul Young PE
Jon Conner PE, SE

Dates of Service

2019 to 2022

Wastewater Treatment Plant Anaerobic Digester No. 4 and Solids Handling Building

City of Wenatchee

Key Elements

- Condition Assessment of Anaerobic Digester and Supporting Facilities (Structural and I&C)
- Structural Assessment
- PS&E Package (Structural and I&C)
- Construction Cost Estimate (Structural and I&C)
- Services During Construction (Structural and I&C)

Client Contact

Mike Hodgson
WWTP Supervisor
301 Yakima Street
Wenatchee, WA, 98801
509.888.3238
mhodgson@wenatcheewa.gov

Dates of Service

2019 to present

Team Members

Jon Conner PE, SE

As a subconsultant, RH2 assisted with the planning and design of a fourth anaerobic digester and new solids handling building for the City of Wenatchee WWTP, which is currently under construction. This project will add necessary digestion capacity and redundancy for the facility. After preliminary design and code review, a new solids handling building was determined to be necessary to include the boiler system upgrades, as well as electrical and control upgrades for the facility. Project phasing requirements were determined to allow the existing plant to remain fully operational.

RH2 supported this project by performing a site and condition assessment of the WWTP facility, preparing bid-ready structural design plans, specifications, and an opinion of probable construction cost (OPCC) for the proposed new solids processing building and digester No. 4, as well as provided design plans, specifications, and an OPCC for relocation and upgrades to instrumentation and controls (I&C) relating to the new solids handling building and digester. This included working closely with the City's I&C engineer to identify the goals, data needs, and schedule. The relocation of I&C included PLC system upgrades, fiber communication system upgrades, and gravity belt thickener manufacturer control panel replacement in the bid-ready plan set. Our team is currently assisting with services during construction, including review of structural and I&C submittals.

Regional WRF Biogas Piping Retrofit and Improvements

City of Medford

Key Elements

- Flare Design
- Biogas Retrofit Design
- Condensate Handling System Design
- Major Facility (>5 MGD)
- Gas Piping Improvements Design

Client Contact

Ken Anderson
Engineering Tech IV/Project Manager
1100 Kirtland Road
Central Point, OR 97502
541.774.2758
kanderson@cityofmedford.org

Dates of Service

2018 to 2019

Team Members

Tyler Duncan PE

The existing biogas pipes at the City of Medford WRF were routed through an underground tunnel system. The pipes were connected with grooved (Victualic) couplings that were prone to leakage, resulting in dangerous, and potentially explosive conditions. Additionally, the existing flare had to be manually lit with a torch, and the condensate drains had to be frequently operated manually to keep the lines clear.

RH2 worked with plant managers and operators to develop a safe, automated, and easily operated and maintained design for gas piping improvements and flare replacement. This design included an exterior gas piping system (316L stainless) with heat tracing routed overhead between existing structures supported by trusses, complete with a bypass line to facilitate purging and flushing. The design included an automatic condensate drainage system that requires no manual operation and we sized the new flare for current capacity and planned growth with constant pilot operated on natural gas or biogas. Our in-house team integrated pressure sensors, flow meters, and automated flare controls into the existing SCADA system.

As part of the electrical system evaluation, RH2 reviewed existing electrical and control systems at the Regional WRF to determine the root cause of failures among motor starting equipment and chemical injection pumps. Visual inspection led to further investigation, requiring the use of a data logger to record electrical consumption and harmonic distortion trends and pinpoint equipment operational malfunctions. We recommended modifying the existing equipment and operations that resulted in an increase in reliability and drastically reduced equipment failure.



Wastewater Treatment Facility Master Plan

City of Yakima

Key Elements

- Wastewater Facility Plan
- NPDES Permit Renewal
- Ecology Coordination
- Conditions Assessment and Evaluation
- Stakeholder Coordination
- Nutrient Removal

RH2 is assisting the City of Yakima with their Wastewater Treatment Facility (WWTF) Master Plan. The plan will be completed in accordance with the WAC requirements for Engineering Reports for domestic wastewater treatment facilities and the US Environmental Protection Agency's Guidance for Preparing a Facility Plan. The completed plan will allow for the projects identified in the plan to be available for federal funding through the EPA. RH2's tasks for this effort include:

- Coordinating the master plan with concurrent work on a separate City collection system general sewer plan update.
- Summarizing current and future regulatory requirements and policies.
- Summarizing local agency planning efforts and stakeholder interests that are affected by the WWTF planning.
- Analyzing current and future municipal and industrial flow and loading to the WWTF.
- Establishing basic design criteria for current and future WWTF processes.
- Assessing the conditions of the existing WWTF facilities and processes.
- Recommending potential improvements to meet future flow and loading demands and rectify deficiencies identified in the condition assessments.
- Completing an alternatives analyses for multiple proposed improvements.
- Recommending the preferred alternative for each project.
- Estimating project costs and developing a comprehensive capital improvement plan (CIP) for a 20 year planning horizon.
- Providing a comprehensive financial analysis.
- Engaging the City and agencies in the review process.

The completed master plan will have a 20-year planning horizon and shall provide sufficient detail to allow the City to proceed with the development of construction contract documents for each project described in the plan without substantial changes. The completed plan will be submitted to Ecology for review and approval.

Client Contact

Mike Price
Wastewater Manager
129 North Second Street
Yakima, WA 98901
509.575.6077
mike.price@yakimawa.gov

Team Members

Dan Mahlum PE
Eric Smith PE
Chris Roberts PE
Daniel Dunagan PE
Thomas Coleman PE
Jon Conner PE, SE

Dates of Service

2020 to present



Wastewater Treatment Plant Facility Plan

City of Lynnwood

Key Elements

- Wastewater Treatment Plant Facility Plan
- Facility Condition Assessment and Evaluation
- Ecology Coordination
- Puget Sound Nutrient Reduction Program
- Solids Handling Improvements

RH2 was hired to assist with the City of Lynnwood's WWTP Facility Plan. As part of this effort, we evaluated the WWTP's existing equipment, electrical service information, process data, and SCADA data, as well as the solids handling processes.

For the solids handling assessment, RH2 and our subconsultant reviewed both on-site and off-site options, and compared the incineration process for selection of a preferred alternative. RH2 performed a comprehensive treatment process evaluation for nitrogen removal and solids handling process alternatives to determine the ability to meet Ecology's anticipated nutrient reduction regulation changes. RH2 is currently preparing a WWTP Facility Plan to evaluate projected flow and loading, capacities of the existing treatment processes, and partial stream treatment process upgrades, as well as identify existing deficiencies and potential operations optimizations.

RH2 is working collaboratively with the City to prepare 10-year and 20-year CIPs for the WWTP. The project is on schedule to be completed on time and within budget, and has involved the following tasks:

- Performing analyses and reviewing previous planning documents and coordinating new information from the analyses and information from operators and stakeholders.
- Reviewing and planning methods to meet current and expected future regulatory requirements and policies.
- Summarizing historical and projected flow and loading.
- Calculating and establishing basic design criteria for existing and proposed WWTP processes.
- Developing alternatives for proposed improvements.
- Estimating project costs and developing a comprehensive wastewater treatment CIP for a 20-year planning horizon.
- Coordinating with the City's financial consultant to prepare a comprehensive wastewater treatment CIP financial analysis.
- Coordinating with other local agency planning efforts or documents regarding the Plan.

Client Contact

Ehsan Shirkhani
Project Manager
19100 44th Ave W
Lynnwood, WA 98036
425.670.5218
eshirkhani@Lynnwoodwa.gov

Team Members

Dan Mahlum PE
Thomas Coleman PE
Chris Roberts PE
Eric Smith PE
Jon Conner PE, SE
Daniel Dunagan PE

Dates of Service

2020 to present



References

At RH2, we pride ourselves on the quality of our client relationships. While we understand the importance of successfully completing each individual project, we strive to provide value beyond the single effort and develop strong working relationships with our clients and their staff. With more than 80 percent of our projects stemming from repeat clients, many whom have selected RH2 to provide these services for decades, we feel that this is a testament to the quality of service we provide.

City of Yakima

Mike Price

Wastewater Division Manager

2220 East Viola, Yakima, WA 98901

mike.price@yakimawa.gov

509.728.8104

Services Provided: WWTP Master Plan

Timeframe of Services Provided: 2020 to present

City of Medford

Ken Anderson

Engineering Tech IV/Project Manager

1100 Kirtland Road

Central Point, OR 97502

kpanderson@cityofmedford.org

541.774.2758

Services Provided: Digester gas conveyance, treatment, and flare replacement; headworks and primary clarifier rehabilitation design; and water line design.

Timeframe of Services Provided: 2016 to present

PUD No. 1 of Chelan County

Ron Slabaugh PE

Water/Wastewater Manager

PO Box 1231

Wenatchee, WA 98807

ron.slabaugh@chelanpud.org

509.663.8121 ext. 4680

Services Provided: Peshastin Wastewater Facility Improvements, SCADA system upgrades and integration, process modeling, headworks, activated sludge basin, and secondary clarifier components

Timeframe of Services Provided: 2011 to 2019



Appendix: Key Personnel Resumes

Eric Smith PE: Project Manager

Paul Cross PE: Principal-in-Charge

Thomas Coleman PE: Wastewater Treatment Process Engineer

Tyler Duncan PE: Project Engineer

Daniel Dunagan PE: Mechanical Engineer/Flare Expert

Jon Conner PE, SE: Structural Engineer

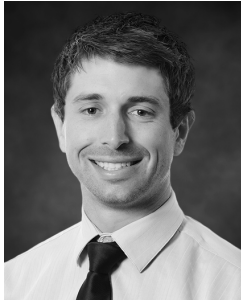
Paul Young PE: HVAC Engineer

Chris Roberts PE: Electrical and Controls Evaluation Lead

Stuart Greenberger PE: Corrosion Control Expert

Alex Fussell PE: Corrosion Control Engineer

Dan Mahlum PE: Technical QA/QC



Eric Smith PE

Project Manager



Eric focuses on wastewater infrastructure projects for eastern Washington clients. He uses his significant on-site project experience to aid in the planning, design and construction of complex wastewater treatment facility projects. Eric strives to achieve seamless communication and cooperation between the contractor, Owner, and agencies in order to deliver successful projects.

Eric has process experience with plug flow reactors, sequencing batch reactors and oxidation ditches, primarily with the objective of enhanced biological phosphorus removal. He has experience in the design and construction of both new and retrofit facility projects. He has worked extensively with design of screening and grit removal equipment, wastewater and solids handling pumping systems, aeration and mixing equipment, secondary clarifiers, thickening, dewatering and aerobic digestion equipment. Eric enjoys seeing a project successfully through all stages from planning to commissioning.

Representative Project Experience

- Wastewater Treatment Plant Digester Facility Improvements, City of Richland
- Wastewater Treatment Facility Master Plan, City of Yakima
- Wastewater Treatment Plant Facility Plan, City of Lynnwood
- Wastewater Treatment Facility Improvements, PUD No. 1 of Chelan County
- WRF Phase 2 Improvements, City of Snoqualmie
- WRF and North Well Field Water Treatment Facility Improvements, City of Snoqualmie
- Wastewater Treatment Facility Improvements, City of Cashmere
- Wastewater Treatment Plant Headworks Roof Replacement, Douglas County Sewer District No. 1
- Wastewater Treatment Plant Headworks Screen Replacement, Douglas County Sewer District No. 1
- Wastewater Treatment Plant Clarifier Drive Unit Replacement, Douglas County Sewer District No. 1
- Wastewater Treatment Plant Grit Equipment Replacement, City of Sultan
- City of Wenatchee Wastewater Anaerobic Digester No. 4, HDR Engineering, Inc.
- Fire Training Academy Water Treatment System, PBS Engineering and Environmental
- Wastewater Treatment Facility Assistance, Stevens Pass Mountain Resorts, LLC
- Wastewater Treatment Plant Capacity Analysis and Biowin® Model, Douglas County Sewer District No. 1
- General Sewer and Wastewater Facilities Plan, City of Snoqualmie
- Wastewater Facility Plan Amendment, City of Goldendale
- Wastewater Facility Plan Amendment, City of Mosier
- General Sewer Plan, Douglas County Sewer District No. 1
- Kentucky View Lift Station Phase 1 and 2, Douglas County Sewer District No. 1

Education

BS Civil Engineering
Minor, Mathematics
Washington State
University
2010

Licenses

Professional Engineer
52186 (WA)

Affiliations

Water Environment
Federation

Experience

14 years of experience
14 years at RH2



Paul Cross PE

Principal-in-Charge



Paul is RH2's Executive Vice President and the Southeast Washington Regional Manager in the Richland office. He has managed planning, design, and contract administration for municipal transportation, water, sewer, irrigation, water quality, and watershed projects in Eastern Washington for more than 30 years. His effective communication skills, knowledge of regulatory and local issues, and ability to address challenges allows him to provide sound leadership and direction for projects.

Paul's experience includes the design of intersections and roads; comprehensive plan preparation for irrigation, water, and sewer systems; design of utility systems; development of hydraulic models and system analysis; contract administration and management; formation of ULIDs; and loan and grant preparation and administration. He has also directed several water quality assessments and plans and participated on water quality advisory committees.

Representative Project Experience

- Wastewater Treatment Plant Digester Facility Improvements, City of Richland
- Wastewater Treatment Plant Standby Generator Replacement, City of Richland
- Evaluation of Impacts on Dallesport Wastewater System, Klickitat County PUD No. 1
- Wastewater Treatment Plant Caustic Soda Improvements, City of Pasco
- Comprehensive Water System Plan (2010), City of Richland
- Comprehensive Water System Plan Update (2017), City of Richland
- Columbia River Intake Upgrade, City of Richland
- Regional Water Supply Feasibility Study, City of Richland
- Emergency Repairs to Water Treatment Plant Underdrain System, City of Richland
- Water Treatment Plant Comprehensive Automation Analysis, City of Richland
- AWIA Risk and Resilience Assessment and Emergency Response Plan, City of Richland
- Hydraulic Model Maintenance and Developer Extension Reviews, City of Richland
- Badger Subarea Analysis, City of Richland
- General Engineering Services, City of Richland
- Willowbrook Well, City of Richland
- Badger Mountain Sewer Line Easement, City of Richland
- Water System Emergency Response Plan (2010), City of Richland
- Decant Facility Expansion Planning, City of Richland
- Water Treatment Plant Variable Frequency Drive Assessment and Cost Estimate, City of Richland

Education

BS Civil Engineering
University of Washington
1981

Licenses

Professional Engineer
22808 (WA)
81291PE (OR)
P-14468 (ID)

Operator WDM-4 and
WTPO-3
State of Washington

Certifications

Certified Water
Right Examiner
81291CWRE (OR)

Affiliations

American Water
Works Association

American Society
of Civil Engineers

US Committee on Irrigation
and Drainage

Washington State Water
Resource Association

Experience

41 years of experience
15 years at RH2



Thomas Coleman PE

Wastewater Treatment Process Expert



Thomas has 31 years of experience in environmental engineering related to the design, construction, and operation of municipal and industrial wastewater and water treatment facilities. His responsibilities have included planning, design, project management, construction management, process, operations consulting, and preparation of operation and maintenance manuals for water and wastewater treatment facilities projects.

Thomas has also been involved in research and the development of innovative wastewater treatment processes having served as principal investigator for several research projects funded by the US Environmental Protection Agency, the National Science Foundation, and the Washington State Department of Ecology.

Representative Project Experience

- Wastewater Treatment Facility Master Plan, City of Yakima
- Wastewater Treatment Plant Facility Plan, City of Lynnwood
- Water Reclamation Facility and North Well Field Water Treatment Facility Improvements, City of Snoqualmie
- Peshastin Wastewater Treatment Facility Upgrade, PUD No. 1 of Chelan County
- General Engineering Services, PUD No. 1 of Chelan County
- Wastewater Facilities Plan Amendment, City of Mosier
- General Engineering Services, Douglas County Sewer District No. 1
- Lynnwood Wastewater Treatment Plant Process Study, City of Lynnwood
- General Sewer Plan and Wastewater Facilities Plan Amendment, City of Goldendale
- Water, Sewer, and Stormwater System Plans, City of Snoqualmie
- Dallesport Sewer Plant Modifications, Klickitat County Public Works Department
- On-Call Services, Grant Public Utility District No. 2
- Wastewater Treatment Facility Improvements, City of Cashmere
- Rate Study and General Sewer Plan Update, Klickitat County Public Works Department
- Process Water Reuse Facility (PWRP) Pretreatment Facilities Improvements, City of Pasco
- General Engineering Services, City of Goldendale
- Murdock Sewer System Feasibility Study, John Grim & Associates
- Dryden Wastewater Treatment Facility, PUD No. 1 of Chelan County
- Grant County PUD—Recreation Resources Master Plan: CB Island, Project Groundworks/Coast & Harbor
- General Engineering Services: Wastewater Continuing Services, City of Cashmere
- On-Call Engineering Services, City of Florence
- Gas Piping Improvements Design, City of Medford
- Wastewater Treatment Plant Caustic Soda Improvements, City of Pasco

Education

MS Environmental (Civil)
Engineering
Stanford University
1975

BS Biochemistry
Washington State
University
1973

Licenses

Professional Engineer
17860 (WA)
13951PE (OR)

Affiliations

American Society
of Civil Engineers

Water Environment
Federation

Experience

32 years of experience
7 years at RH2



Tyler Duncan PE

Project Engineer



Tyler has experience in design and construction engineering for a variety of municipal development projects, making him a multi-faceted member of our team. While he has worked on many different types of projects, his primary focus has been on wastewater infrastructure projects for municipalities. His experience working with small municipalities, ability to understand client needs, effective communication skills, technical knowledge, and ability to use complex modeling and drafting software, allows him to be involved with every phase of a project, maximizing efficiency and delivering successful projects on time and within budget.

Tyler prides himself on his ability to build excellent working relationships, understand specific needs, and design and manage processes that ultimately help meet both the needs and goals of our clients. He brings a well-rounded, fresh perspective and is an asset to our design teams.

Representative Project Experience

- Regional WRF Biogas Piping Retrofit and Improvements, City of Medford
- Wastewater Treatment Plant Blower Evaluation, City of Florence
- Oregon Hills Detention/Water Quality Facility, City of Medford
- General Engineering Services, City of Central Point
- Texum Effluent Disposal Design and Permitting Services, South Suburban Sanitary District
- Dunn Sewer Pump Station Pump Replacement, Rogue Valley Sewer Services
- Highway 101 Sewer Improvements, City of Florence
- West Valley View Road Improvements, City of Talent
- Rapp Road Pedestrian Route and Bridge Improvements, City of Talent
- East and West Fork Bridge and Piping, City of Ashland
- Shops 1 MG Reservoir Demolition, City of Central Point
- Highway 99 Streetscape Project, City of Central Point
- Jewett Drive Outfall and Stormwater Improvements, City of Central Point
- Lift Station No. 8 Flow Monitoring and Replacement, City of Coos Bay
- General Engineering Services, City of Talent
- Engineering Services for Stormwater Infrastructure, City of Medford
- Brookings Development Wastewater Options, Mahar Tribble, LLC
- Bear Creek Trunkline Monitoring, City of Ashland
- Gebhard Road to New Jackson County Stormwater Outfall, City of Central Point
- General Engineering Services, South Suburban Sanitary District
- Pine Street Stormwater Management Feasibility Study, City of Central Point
- B Street Waterline and Pavement Improvements, City of Phoenix
- Laurel and Maple Streets Parking Improvements, City of Central Point
- Furry Road Pavement and Sidewalk Improvements, City of Phoenix
- Rodgers v. Fischer—Upper Applegate Road, Cathy Rodgers

Education

BS Environmental
Resources Engineering
Humbolt State University
2010

AS General Studies
Cuesta College
2005

Licenses

Professional Engineer
91486PE (OR)
84004 (CA)

Experience

15 years of experience
6 years at RH2



Daniel Dunagan^{PE}

Mechanical Engineer/Flare Expert



Daniel is a mechanical engineer with eight years of experience. Prior to joining RH2, Daniel worked as a technical expert in the oil and gas industry. He worked specifically with combustion equipment, providing him with unique experience in troubleshooting and designing process equipment. Since joining RH2, he has worked with our East Wenatchee design teams to replace aging wastewater and water infrastructure, helping to provide thorough and detailed plan sets that keep construction costs to a minimum. As an engineer in a new field, Daniel has enjoyed working closely with and learning from RH2's leadership, and has quickly become an asset to our team.

Representative Project Experience

- Wastewater Treatment Facility Master Plan, City of Yakima
- Wastewater Treatment Plant Facility Plan, City of Lynnwood
- Wastewater Treatment Plant Standby Generator Replacement—Phase 2, City of Richland
- Peshastin Wastewater Treatment Facility Upgrade, PUD No. 1 Chelan County
- General Sewer Plan, City of Chelan
- Wenatchi Landing Sewer Extension—Phase 1, Douglas County Sewer District No. 1
- Batterman Lift Station Replacement, Douglas County Sewer District No. 1
- Wastewater Treatment Plant Entrance Storage Shelter, Douglas County Sewer District No. 1
- Sewer Collection and Treatment System Design, Spanish Castle Resort and Spa
- Kentucky View Lift Station Collection System Improvements—Phase II Design Completion, Douglas County Sewer District No. 1
- AC Water Main Replacement, City of Wenatchee
- RBC Media Replacement, City of Chelan
- Veedol Reservoir and Sabey Water Mains, East Wenatchee Water District
- Automatic Gate Project, Chelan Douglas Regional Port Authority
- Gravel Pit HF, Greater Wenatchee Irrigation District
- Minor Service Requests, Chelan Douglas Regional Port Authority
- General Engineering Services, City of Cashmere
- General Services, Douglas County Sewer District No. 1
- Intergate Columbia II Irrigation Lateral, Greater Wenatchee Irrigation District
- Jet A Fuel System Improvements, Chelan Douglas Regional Port Authority
- Rock Island Hydro Site Utility Services During Construction, PUD No. 1 Chelan County
- 4th Street ERU Flow Analysis, Douglas County Sewer District No. 1
- General Services: Wastewater, City of Cashmere
- No. 5 Lift Station Improvements and Force Main Replacement, City of Chelan
- Pumping Plant Electrical System Upgrades, Lake Chelan Reclamation District
- Rocky Reach Dam Preliminary Site Design, PUD No. 1 Chelan County
- 4th Street SE Stormwater and Overlay Improvements, City of East Wenatchee

Education

BS Mechanical Engineering
Oral Roberts University
2014

Licenses

Professional Engineer
20105657 (WA)

Experience

8 years of experience
2 years at RH2



Jon Conner

PE, SE

Structural Engineer



Jon is a project engineer specializing in structural analysis and design. He has completed the structural design of wastewater and water treatment facilities, lift stations, booster pump stations, water reservoirs, and site planning design, including sanitary sewer and water main layouts. His experience includes design and analysis of steel, timber, reinforced concrete, and masonry structures. Jon's work involves performing load calculations and designing structural components utilizing design aids including AutoCAD and finite element analysis software. He also has field experience providing engineering construction observation services.

Representative Project Experience

- Wastewater Treatment Plant Digester Facility Improvements, City of Richland
- Wastewater Treatment Plant Anaerobic Digester No. 4 and Solids Handling Building, City of Wenatchee
- Wastewater Treatment Facility Master Plan, City of Yakima
- Wastewater Treatment Plant Facility Plan, City of Lynnwood
- Wastewater Treatment Facility Improvements, City of Cashmere
- Bellefield Sewer Pump Station Capacity Improvements, City of Bellevue
- Cable Street, Ranch House, and Afternoon Beach Sewer Pump Station Improvements, Lake Whatcom Water and Sewer District
- Water and Sewer System Improvements, Angel of the Winds Casino
- City of Lynnwood Lift Station 16 and Force Main Improvements, Trane U.S. Inc.
- Wastewater Treatment Plant Digester 4, HDR Engineering, Inc.
- Verdana Wastewater Pump Station, Kent 160 LLC
- General Engineering Services, Valley View Sewer District
- Speedway/Beech Street Lift Station and Force Main Improvements, City of Yakima
- Utility and Wastewater Treatment Plant On-Call Engineering, City of Lynnwood
- Lift Station 10 Wet Well Modifications, City of Lynnwood
- Wastewater Treatment Plant and Pump Station Infrastructure Upgrades, City of Lynnwood
- City of Sultan Pedestrian Bridge Sewer Force Main, Water Main Attachment, and Pipe Design, WH Pacific
- Eastown and Lift Station 18 SSA Improvements, City of Bonney Lake
- City of Lynnwood Activated Sludge Process Improvements, Trane U.S. Inc.
- Lift Station Improvements, City of Snoqualmie
- Peshastin Wastewater Treatment Facility Upgrade, PUD No. 1 of Chelan County
- Mill Avenue South Manhole and Lift Station Fall Restraint, City of Renton
- Dunn Sewer Pump Station Replacement Project, Rogue Valley Sewer Services
- Strawberry Point Sewer Pump Station Improvements, Lake Whatcom Water and Sewer District
- Lift Station and Wastewater Treatment Plant On-Call Engineering, City of Lynnwood

Education

MS Civil Engineering
Washington State
University 2004

BS Civil Engineering
Washington State
University 2003

Licenses

Professional Engineer
Structural Engineer
44672 (WA)
87075PE (OR)
20366 (ID)

Affiliations

American Concrete Institute

American Society
of Civil Engineers

Experience

17 years of experience
17 years at RH2



Paul Young ^{PE}

HVAC Engineer



Paul provides engineering support for municipal facility planning and upgrade projects, including assessing and designing HVAC systems. For design, he utilizes AutoCAD and Civil 3D to create accurate site plans and profiles. For planning, he utilizes the modeling features of WaterCAD and InfoWater to analyze the impacts of a project to the entire system. Paul also performs pump and motor condition testing using sophisticated, non-invasive vibration analysis equipment to determine the physical condition of pump and motors in water and irrigation systems. From his analysis, he provides system operators with the information needed to prioritize maintenance on the pumps and motors.

Representative Project Examples

- Wastewater Treatment Plant Digester Facility Improvements, City of Richland
- Peshastin Wastewater Treatment Facility Upgrade, PUD No. 1 of Chelan County
- Olds Station Sanitary Sewer Expansion Phase I, City of Wenatchee
- Bull Road Utility Extension Project, City of Ellensburg
- Steel Main Replacement Projects, East Wenatchee Water District
- General Engineering Services, East Wenatchee Water District
- Water Reclamation Facility and North Well Field Water Treatment Facility Improvements, City of Snoqualmie
- 10th Street NE Water Main Replacement, East Wenatchee Water District
- Fancher Heights Expansion, East Wenatchee Water District
- Steamboat Rock State Park Lift Station Replacement, Washington State Parks and Recreation Commission
- Sun Lakes State Park Lift Station No. 2 Retrofit, Washington State Parks and Recreation Commission
- 10th Street Reservoir, East Wenatchee Water District
- Pump Motor Control Equipment Replacement, City of Wenatchee
- Comprehensive Water System Plan Update, PUD No. 1 of Chelan County
- Water Main Replacement Projects, East Wenatchee Water District
- Kentucky View Lift Station Replacement, Douglas County Sewer District No. 1
- General Engineering Services, Greater Wenatchee Irrigation District
- System Consolidation, Lake Wenatchee Water District
- General Engineering Services, Port of Chelan County
- Rock Island Dam Site Design Report, PUD No. 1 of Chelan County
- Dryden to Peshastin Force Main, PUD No. 1 of Chelan County
- Lift Station No. 12—Gravity Mains and Force Mains, City of Chelan
- Water/Wastewater Engineering Support, PUD No. 1 of Chelan County
- Apple Blossom Center—Pinata Avenue, Naumes, Inc.
- Airport Fire Fighting Station, Port of Chelan County

Education

MSE Mechanical Engineering
University of Washington
2010

BS Physics
Whitworth College
2007

Licenses

Professional Engineer
53379 (WA)

Experience

12 years of experience
8 years at RH2



Chris Roberts PE

Electrical and Controls Evaluation Lead



Chris is an electrical and control systems engineer and project manager. He has 20 years of experience specializing in the design and implementation of electrical, control, and telemetry systems for wastewater and water facilities. He can quickly solve problems that arise during design, as well as during startup and testing.

His work involves performing load calculations, sizing electrical conductors, designing conduit and cable layouts using AutoCAD, designing stand-by emergency power and fuel storage systems, researching and selecting electrical equipment and instrumentation, detailing ladder control logic, designing SCADA systems, designing telemetry panels system communication, and programming telemetry systems. Construction services that Chris specializes in include electrical and control system inspection, control system factory and field testing, telemetry software development and integration, and construction document review.

Representative Project Experience

- Wastewater Treatment Plant Digester Facility Improvements, City of Richland
- Wastewater Treatment Plant Standby Generator Replacement, City of Richland
- Water Treatment Plant Comprehensive Automation Analysis, City of Richland
- Wastewater Treatment Facility Improvements, City of Cashmere
- Water System SCADA Improvements, City of Roseburg
- Cable Street, Ranch House, and Afternoon Beach Sewer Pump Station Improvements, Lake Whatcom Water and Sewer District
- Water Reclamation Facility and North Well Field Water Treatment Facility Improvements, City of Snoqualmie
- SCADA Improvements Project—Phase 2, Covington Water District
- SCADA System Upgrades—Phases 1 through 7, City of Bonney Lake
- Bryant Well—GWI and Arsenic Preliminary Evaluation, City of Stanwood
- Wells 3 and 4 Improvements and Crest Reservoir Site, Northeast Sammamish Sewer and Water District
- McMicken Heights Groundwater Treatment Plant, Highline Water District
- Hawks Prairie Treatment Facility and 400 Pressure Zone Booster Pump Station, City of Lacey
- SCADA System Modifications and On-Call Services, City of Lynnwood
- Red Mountain LID South Project, Kennewick Irrigation District
- Douglas and Shop Well Pump Stations and Groundwater Treatment, City of Ferndale
- 5 Corners Booster Pump Station Upgrades, City of Edmonds
- Sugarloaf Mountain Estates Tank and Well No. 3 Upgrades, Sugarloaf Mountain, LLC
- Standby Emergency Power—District Headquarters, Highline Water District
- Cedarhome Reservoir, City of Stanwood
- Stormwater Pump Station Electrical Design, Schnitzer Steel MRB

Education

BS Electrical Engineering
Seattle University
2001

Licenses

Professional Engineer
45317 (WA)
86610PE (OR)
E22517 (CA)

Experience

20 years of experience
20 years at RH2



Stuart Greenberger ^{PE}

Corrosion Control Expert



With 42 years of experience, Stuart is considered an industry expert in corrosion control, utility protection and relocation, and rehabilitation and maintenance of a variety of wastewater and water infrastructure, marine structures, and industrial process equipment.

His experience includes the maintenance of dams, deep wells, conduits, supply and distribution mains, pump stations, reservoirs, and tanks. He is responsible for material specifications, design and installation details, surveys and inspections, rehabilitation work, cathodic protection and stray current electrolysis mitigation, coating and linings, facility and equipment maintenance, and related water quality and environmental issues. He also performs project and budgetary planning for capital improvements, and provides technical support for design and construction operations.

Stuart has authored many technical articles regarding cathodic protection and stray current, these can be found in National Association of Corrosion Engineers (NACE) and American Society of Materials (ASM) publications. He regularly provides local training to engineers and water/wastewater operators through AWWA seminars and short schools.

Representative Project Experience

- Wholesale Transmission Main Extension, Lakewood Water District
- Cleveland Street Emergency Bypass, South Fork Water Board
- Erickson Trunk Sewer and Water System Improvements, Cardno, Inc.
- Corrosion Monitoring and Protection System, East Columbia Basin Irrigation District
- Evaluation of Piping, Hangers, and Sludge Storage Tank at Wastewater Treatment Plant, City of Bellingham
- On-Call Electrical Engineering, Cascade Water Alliance
- 36-Inch Water Main Evaluation, City of Olympia
- Reservoir 3 Landslide Remediation and Seismic Upgrades, Badger Mountain Irrigation District
- Air Stripping Tower Repair, Port of Vancouver
- City of Sultan Pedestrian Bridge Sewer Force Main, Water Main Attachment, and Pipe Design, WH Pacific
- McMicken Well Pump Analysis, Highline Water District
- Five Oaks Middle School Water Main, City of Beaverton
- SR 520/Montlake to Lake Washington I/C Bridge Replacement Project, PBS Engineering and Environmental
- Fiddlehead Marina Tide Gate Valve, City of Olympia
- Olds Station Sanitary Sewer Expansion Phase I, City of Wenatchee
- Engineering Retainer Agreement: Corrosion Protection Review, City of Beaverton
- Cathodic Protection Services, City of Salem
- On-Call Hydraulic Modeling, City of Kent

Education

MS College of Civil and Environmental Engineering
The Ohio State University
1980

MS College of Agriculture and Environmental Sciences, The Ohio State University
1978

BS College of Agriculture and Environmental Sciences, The Ohio State University
1973

Licenses

Professional Engineer
23569 (WA)
13027PE (OR)
PE 48578 (OH)

Water Operator WD4 (OR)

Affiliations

American Society of Civil Engineers

American Water Works Association

National Association of Corrosion Engineers

Experience

42 years of experience
(21 years of experience working with RH2)
5 years at RH2



Alex Fussell ^{PE}

Corrosion Control Engineer



Since joining RH2, Alex has designed numerous wastewater and water system projects for municipal clients. Alex's experience includes concrete and steel tank construction and rehabilitation, pump selection, gravity and pressurized piping design, site planning, booster pump station design, and sewer lift station design. She also specializes in corrosion protection for infrastructure, including cathodic protection design, coatings and linings, and material selection. She is the chair of the Puget Sound Section of the National Association of Corrosion Engineers.

Representative Project Experience

- Grand Ridge Tank Observation, Rehabilitation and Corrosion Protection, City of Issaquah
- Hawks Prairie Sister Standpipe, Rehabilitation and Corrosion Protection, City of Lacey
- Pump Station No. 8, Rehabilitation and Corrosion Protection, Highline Water District
- McMicken Well Pump Analysis, Rehabilitation and Corrosion Protection, Highline Water District
- SR 520/Montlake to Lake Washington I/C Bridge Replacement Project, Rehabilitation and Corrosion Protection, PBS Engineering and Environmental
- Wholesale Transmission Main Extension, Rehabilitation and Corrosion Protection, Lakewood Water District
- Old Port 1 Lift Station Assessment and Alternatives Analysis, City of Olympia
- Lift Station 8 Improvements, City of Lynnwood
- Bellefield Pump Station Capacity Improvements, City of Bellevue
- Falcon Ridge Lift Station Replacement and Force Main Improvements, City of Renton
- Lift Station 10 Wet Well Modifications, City of Lynnwood
- Strawberry Point Sewer Pump Station Improvements, Lake Whatcom Water and Sewer District
- City of Lynnwood Lift Station 16 and Force Main Improvements, Trane U.S. Inc.
- Renton Airport Private Lift Station Replacement, City of Renton
- Misty Cove Lift Station Replacement, City of Renton
- Speedway/Beech Street Lift Station and Force Main Improvements, City of Yakima
- Lift Stations 4 and 8 Improvements, City of Lynnwood
- Lift Station and Force Main Rehabilitation, City of Renton
- Lift Station 10 Improvements, City of Lynnwood
- Newport Shores SSSF, Jacobs Engineering Group Inc.
- Old Port 1 Lift Station Assessment and Alternatives Analysis, City of Olympia
- Lind Avenue Lift Station Improvements, City of Renton
- On-Call Construction Management and Inspection Services, City of Bellevue
- Development Services Department Reviews, City of Issaquah
- General Engineering Services, City of Stanwood

Education

BS Civil Engineering
University of Washington
2012

Licenses

Professional Engineer
54889 (WA)

Affiliations

American Water
Works Association

National Society of
Corrosion Engineers

Experience

9 years of experience
9 years at RH2



Dan Mahlum PE

Technical QA/QC



Dan is the head of RH2's Treatment Group and oversees complex, cutting-edge facility projects that include wastewater planning and improvements, well development, and rehabilitation, groundwater and surface water treatment. For the past 26 years, he has expanded RH2's treatment experience, giving our company the breadth and depth to meet our clients' needs for water and wastewater solutions.

Dan is involved in every aspect of the projects he manages, from pilot studies and preliminary design to construction management, startup, and testing services. As a result, he effectively directs the conceptual planning of a facility knowing what will be successful after construction is complete and the operations phase begins.

Representative Project Experience

- Wastewater Treatment Facility Master Plan, City of Yakima
- Phase I Water Reclamation Facility and North Well Field Water Treatment Facility Improvements, City of Snoqualmie
- Phase II and III Water Reclamation Facility Improvements, City of Snoqualmie
- Casino Expansion Water and Sewer System Improvements, Angel of the Winds Casino
- McMicken Heights Groundwater Treatment Plant, Highline Water District
- Central Well Water Treatment Facility, City of Sumner
- Water System Improvements, City of Yelm
- ATEC Water Treatment Facility Backwash, City of Lacey
- Des Moines Treatment Plant On-Site Sodium Hypochlorite Generation, Highline Water District
- Bryant Well No. 3 Facility, City of Stanwood
- Well 7 Water Treatment Residuals Management, City of Lacey
- Chase Wellfield Water Treatment Plant, Rainbow Water District
- Cedarhome Well Retrofit, City of Stanwood
- City of Lynnwood Activated Sludge Process Improvements, Trane US, Inc.
- Wastewater Treatment Plant and Pump Station Infrastructure Upgrades, City of Lynnwood
- Water Treatment Plant Chemical Feed System and Wet Scrubber Replacement, Skagit County PUD
- SCADA Phase 2 System Modifications, City of Lynnwood
- WAS Pump Station Improvements, Hartstene Pointe Water-Sewer District
- Wastewater Treatment Plant Caustic Soda Improvements, City of Pasco
- Headworks Screening Improvements, Hartstene Pointe Water-Sewer District
- Water Treatment Plant Improvements, Hartstene Pointe Water-Sewer District

Education

BS Chemical Engineering
University of Washington
1996

Licenses

Professional Engineer
37045 (WA)
86798PE (OR)

Affiliations

Water Environment
Federation

Experience

26 years of experience
26 years at RH2

EXHIBIT B

Fee Estimate

City of Richland

WWTP Anaerobic Digester Functionality Audit

Jan-23

Description		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Existing Solids Handling System Assessment	95	\$ 20,312	\$ 1,648	\$ 21,960
Task 2	Assistance with Near-Term Improvements	145	\$ 29,891	\$ 2,719	\$ 32,610
Task 3	Analysis of Long-Term Solids Handling Treatment Strategies	244	\$ 50,903	\$ 3,557	\$ 54,460
Task 4	Complete Project Report	173	\$ 35,821	\$ 2,449	\$ 38,270
PROJECT TOTAL		657	\$ 136,927	\$ 10,373	\$ 147,300

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

RATE LIST	RATE	UNIT
Professional I	\$159	\$/hr
Professional II	\$173	\$/hr
Professional III	\$189	\$/hr
Professional IV	\$206	\$/hr
Professional V	\$218	\$/hr
Professional VI	\$236	\$/hr
Professional VII	\$251	\$/hr
Professional VIII	\$262	\$/hr
Professional IX	\$262	\$/hr
Control Specialist I	\$144	\$/hr
Control Specialist II	\$155	\$/hr
Control Specialist III	\$171	\$/hr
Control Specialist IV	\$187	\$/hr
Control Specialist V	\$198	\$/hr
Control Specialist VI	\$213	\$/hr
Control Specialist VII	\$227	\$/hr
Control Specialist VIII	\$238	\$/hr
Technician I	\$119	\$/hr
Technician II	\$131	\$/hr
Technician III	\$150	\$/hr
Technician IV	\$161	\$/hr
Technician V	\$175	\$/hr
Technician VI	\$191	\$/hr
Technician VII	\$208	\$/hr
Technician VIII	\$217	\$/hr
Administrative I	\$79	\$/hr
Administrative II	\$93	\$/hr
Administrative III	\$109	\$/hr
Administrative IV	\$131	\$/hr
Administrative V	\$153	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.6250	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2023-12, Authorizing Grant Agreements with the Washington State Department of Transportation for the Systemic Stop-Controlled Intersection Improvements Project and the Systemic Pedestrian Crossing Safety Improvement Project

Department/Office
Public Works

Ordinance/Resolution Number:
2023-12

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-12, authorizing the City Manager to sign and execute agreements with the Washington State Department of Transportation for the Systemic Stop-Controlled Intersection Improvements Project and the Systemic Pedestrian Crossing Safety Improvements Project.

Summary:

On March 1, 2022, Richland City Council adopted Resolution No. 2022-33, adopting the 2022 Local Road Safety Plan and authorizing the submittal of grant applications to the Washington State Department of Transportation's (WSDOT) 2022 City Safety Program to enhance the safety of various stop-controlled intersections and pedestrian crossings throughout the City.

The City was selected by WSDOT to receive \$1,379,000 in Federal Highway Safety Improvement Program grant funds for the Systemic Stop-Controlled Intersection Improvements Project. The City was also selected by WSDOT to receive \$448,000 in Federal Highway Safety Improvement Program grant funds for the Systemic Pedestrian Crossing Safety Improvements Project. Both projects are included in the City's 2023-2028 Transportation Improvement Program (TIP) and 2023-2028 Capital Improvement Program (CIP).

Authorizing execution of grant agreements and associated documents will enable access to these awarded funds and delivery of the projects. The grant agreements and associated process documentation will be prepared on WSDOT standard form documents.

Staff recommends adoption of Resolution No. 2023-12.

Fiscal Impact:

The agreements will add \$1,827,000 in grant revenue to the City. Matching funds will be paid through funding identified in the 2023-2028 Capital Improvement Plan. Staff will propose a future budget amendment to bring the grant funds into the 2023 Budget and make any necessary adjustments to the matching funds.

Attachments:

- I. Resolution No. 2023-12

RESOLUTION NO. 2023-12

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING GRANT AGREEMENTS WITH THE WASHINGTON
STATE DEPARTMENT OF TRANSPORTATION FOR SYSTEMIC
STOP-CONTROLLED INTERSECTION IMPROVEMENTS AND
SYSTEMIC PEDESTRIAN CROSSING SAFETY IMPROVEMENTS.**

WHEREAS, on March 1, 2022, Richland City Council adopted Resolution No. 2022-33, adopting the 2022 Local Road Safety Plan and authorizing the submittal of grant applications to the Washington State Department of Transportation's (WSDOT) 2022 City Safety Program to enhance the safety of various stop-controlled intersections and pedestrian crossings throughout the City; and

WHEREAS, the City was selected by WSDOT to receive \$1,379,000 in Federal Highway Safety Improvement Program grant funds for the Systemic Stop-Controlled Intersection Improvements Project; and

WHEREAS, the City was selected by WSDOT to receive \$448,000 in Federal Highway Safety Improvement Program grant funds for the Systemic Pedestrian Crossing Safety Improvements Project; and

WHEREAS, the projects are included in the City's 2023-2028 Transportation Improvement Program and 2023-2028 Capital Improvement Program; and

WHEREAS, the City's best interests are served by accepting the safety grant funds for these projects to make them financially feasible and enhance safety on the City's street network.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute grant agreements and associated documentation with the Washington State Department of Transportation for the Systemic Stop-Controlled Intersection Improvements Project and the Systemic Pedestrian Crossing Safety Improvements Project.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-13, Authorizing an Amendment to the Consultant Agreement with RH2 Engineering, Inc. for the Horn Rapids Irrigation Booster Pump Stations Project

Department/Office
Public Works

Ordinance/Resolution Number:
2023-13

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-13, authorizing the City Manager to sign and execute an amendment to Contract No. 88-22 with RH2 Engineering, Inc. in support of the Horn Rapids Irrigation Booster Pump Stations project.

Summary:

On March 11, 2022, the City of Richland and RH2 Engineering, Inc. entered into a consultant agreement whereby RH2 Engineering, Inc. committed to prepare and deliver bid-ready plans and contract specifications for the Horn Rapids Irrigation Booster Pump Stations project (Contract No. 88-22). RH2 Engineering, Inc. successfully completed the original scope of work.

The City desires RH2 Engineering, Inc.'s assistance during the construction phase of the project, and the existing agreement is in effect until May 31, 2023. The proposed amendment will extend the contract term and add additional scope to the agreement to include support during construction.

Staff recommends adoption of Resolution No. 2023-13.

Fiscal Impact:

The contract amendment for additional services during bidding and construction is expected to be approximately \$55,000, which will be funded out of the Water Utility Capital Fund. The Water Utility Fund has adequate capacity of over \$8,681,750 to cover this expense.

Attachments:

1. Resolution No. 2023-13
2. Proposed Amendment to Contract No. 22-88

RESOLUTION NO. 2023-13

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN AMENDMENT TO THE CONSULTANT
AGREEMENT WITH RH2 ENGINEERING, INC. FOR THE HORN
RAPIDS IRRIGATION PROJECTS.**

WHEREAS, on March 11, 2022, the City of Richland and RH2 Engineering, Inc. entered into a consultant agreement whereby RH2 Engineering, Inc. committed to prepare and deliver bid-ready plans and contract specifications for the Horn Rapids Irrigation Projects (*see* Contract No. 88-22); and

WHEREAS, RH2 Engineering, Inc successfully completed the original scope of work; and

WHEREAS, the existing agreement is in effect until May 31, 2023; and

WHEREAS, the City desires RH2 Engineering, Inc.'s assistance during the construction phase of the project; and

WHEREAS, the City's best interests are served by amending the existing consultant agreement with RH2 Engineering, Inc. to include construction-related consulting services during the project's construction phase.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an amendment to the consultant agreement with RH2 Engineering, Inc. for additional construction-related consulting services on the Horn Rapids Irrigation Projects.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



**CITY OF RICHLAND
AGREEMENT WITH RH2 ENGINEERING, INC.
CONTRACT NO. 88-22**

AMENDMENT NO. 1

I. RECITALS

There is now in full force and effect between the Parties a Professional Services Agreement, Contract No. 88-22, related to **Horn Rapids Irrigation Booster Pump Stations**. The Agreement was fully executed on **3/11/2022**. The expiration date of the Agreement is **5/1/2023**. The Parties desire to amend the Agreement as provided in Section II below.

II. AGREEMENT

In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend Contract No. 88-22 as follows:

1. The Consultant shall provide services described in the attached **Exhibit A, Exhibit B and Exhibit C**, which is hereby incorporated into Contract No. 88-22.
2. Fees.
 - a. ☐ The contract value remains unchanged.
 - b. ☒ Compensation for the additional services rendered pursuant to this Amendment shall be \$54,967.00. The new contract value is now \$104,967.00.
3. The contract period shall: ☐ remain unchanged; ☒ extend to **12/31/2024**.
4. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same. This Amendment may be executed electronically.

III. SIGNATURES

City:

RH2 Engineering, Inc.

By: _____
Jon Amundson, ICMA-CM
City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Approved as to form:

Heather Kintzley, City Attorney

EXHIBIT A
Scope of Work
Amendment No. 1
City of Richland
Horn Rapids Irrigation Booster Pump Stations
Services During Bidding and Construction
January 2023

Background

The City of Richland (City) operates an irrigation system in the Horn Rapids area of north Richland that diverts Columbia River water and provides non-potable water for several agricultural irrigation circles where crops are grown and for outside water use at several subdivisions, industrial sites, and the Horn Rapids Golf Course community (Horn Rapids).

Six of the irrigation circles are served by a booster pump station (BPS) in what is called the 400 Area. This BPS has reliability problems with its pumps, is subject to surge pressures, and some of the mechanical plumbing and pipe laterals are failing. The City has hired RH2 Engineering, Inc., (RH2) to analyze and propose upgrades to this part of the system to add reliability back to the 400 Area BPS.

Design of the Horn Rapids BPS and 400 Area BPS improvements was completed in December 2022. This Scope of Work includes providing professional services during the bidding and construction phases of each project.

Task 7 – Services During Bidding

Objective: Assist the City with the advertisement and bidding phase of each project.

Approach:

7.1 Respond to bidders' technical questions, as needed during the bidding process. *The level of effort for this subtask is based on an estimated two (2) hours of a Project Manager's time to be used for each project, resulting in a total of four (4) hours included for this subtask.*

Assumptions:

- *The City will be responsible for submitting the advertisement to the appropriate publications and paying all associated fees directly. The bid documents will be distributed by an online plan center and no hard copies will be provided to bidders.*
- *The City will take the lead role during bidding, will receive all bidder questions, and will record them for forwarding to RH2 at the City's discretion.*
- *The City will respond to bidders' procedural questions.*
- *The City will prepare any addenda.*
- *The City will review insurance documents in the bid package(s).*

- *The City will conduct the bid openings. It is assumed that RH2 will not attend.*
- *The City will prepare the bid tabulations and any contractor reference checks if needed.*
- *No pre-bid meetings or site visits with contractors will be held.*

Provided by the City:

- Post electronic bid documents on the City's website.
- Receive and record questions from bidders.
- Review of insurance documents in bid packages.
- Preparation of bid tabulations.
- Bid awards and construction contract execution.
- Production of construction contract documents for execution.

RH2 Deliverables:

- Responses to bidders' technical questions via email or phone.

Task 8 – Services During Construction

Objective: Provide technical support to the City during construction of the Horn Rapids BPS and 400 Area BPS improvements.

Approach:

- 8.1 Prepare Conformed for Construction Documents: Incorporate addenda and Building Permit review changes made to the plans and specifications during the bidding and permitting process, and issue conformed for construction documents. *Plans and specifications for each project will be provided in electronic PDF. No hard copies will be produced by RH2.*
- 8.2 Attend Pre-Construction Conferences: Prepare for and attend one (1) pre-construction conference for each project. *It is assumed the City will coordinate the scheduling of the meetings, invite attendees to the meetings, and prepare necessary agendas and minutes.*
- 8.3 Provide Construction Consultation and Document Review: Consult with the City on construction costs, scheduling, and constructability issues. Review shop drawings and catalog submittals of items requested in the technical specifications. Provide a written response to the contractor and the City accepting or rejecting each shop drawing and reviewed catalog submittal. Review written requests for information (RFIs) and change order proposals, and provide written responses to the contractor and the City. Provide part-time on-site observations as directed by the City.

This subtask assumes that RH2 will provide up to one hundred forty four (144) hours of support, itemized as follows: ten (10) hours of scheduling, coordination, and administration of RH2 staff and resources; ten (10) hours of part-time on-site observation on an as-needed basis as directed by the City; eighty (80) hours of submittal review; four (4) hours of resubmittal review; twenty

(20) hours of combined RFI and change order review; and twenty (20) hours of additional phone, email, meeting, or other related communication and support.

It is assumed that the City will be responsible for all construction contract administration, processing contractor pay requests, coordinating special materials testing, and performing on-site inspection.

- 8.4 Coordinate with SCADA Integrator: Coordinate with the City's supervisory control and data acquisition (SCADA) integrator on programming updates for the proposed improvements.
- 8.5 Assist in Startup, Testing, and Project Closeout: Coordinate with the contractor, the City, and manufacturer's representatives of the proposed equipment for the scheduled testing and startup activities at both facilities. This coordination will include the review and supplementation of the testing protocols developed by the contractor and manufacturer's representatives, and review of the tests and corrections. Document activities and coordinate with the contractor during startup per their compliance with the plans and specifications. Notify the contractor and the City of work that has not been completed by the contractor and discuss contractor rectification. Attend factory witness testing of the control panels and motor control center at either the manufacturer's facility or the control system integrator's facility. Attend final on-site walkthroughs with City staff, assist the City in preparing project punch lists, and prepare letters of recommendation of project acceptance for the City for the portions of work observed by RH2 staff for each project. *Startup and testing services are estimated to include two (2) RH2 personnel onsite for a maximum of eight (8) hours at each site (per person), resulting in a total of thirty two (32) hours of on-site startup and testing effort.*
- 8.6 Prepare Record Drawings: Provide record drawings representative of the as-constructed projects. Record drawings will be completed based upon contractor redlined markups to conformed for construction drawings.

Assumptions:

- *RH2 is not responsible for site safety or for directing the contractor in their work.*

Provided by the City:

- Construction contract administration and processing of pay requests.
- Pre-construction meeting invitations, agenda, and minutes in electronic format.
- On-site construction inspections.
- Identification and coordination of materials testing and special inspections between the contractor and City.
- Payment for all materials testing and special inspections.
- Final completion and closeout of the contract with the contractor.

RH2 Deliverables:

- Conformed for construction drawings and specifications in electronic PDF.
- Submittal and shop drawing reviews and documentation in electronic PDF.
- RFI and change order reviews and documentation, if required, in electronic PDF.
- Construction observation and correspondence with the City and the contractor, as requested, within the budgeted hours authorized.
- Attendance at factory witness testing, startups, and final on-site walkthroughs.
- Project punch lists in electronic PDF.
- Letters of recommendation of project acceptance in electronic PDF.
- Record drawings for each facility in electronic PDF.

Project Schedule

RH2 can commence with these services upon execution of an amendment to City contract 88-22.

Services during construction are anticipated to begin in January 2023, and are anticipated to extend to August 2024.

EXHIBIT B**Fee Estimate****Amendment No. 1****City of Richland****Horn Rapids Irrigation Booster Pump Stations****Service During Bidding and Construction****Jan-23**

Description	Total Hours	Total Labor	Total Expense	Total Cost
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Task 7	Services During Bidding	4	\$ 988	\$ 25	\$ 1,013
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Task 8	Services During Construction	250	\$ 50,114	\$ 3,840	\$ 53,954
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PROJECT TOTAL		254	\$ 51,102	\$ 3,865	\$ 54,967
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EXHIBIT C
RH2 ENGINEERING, INC.
2023 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$162	\$/hr
Professional II	\$176	\$/hr
Professional III	\$198	\$/hr
Professional IV	\$216	\$/hr
Professional V	\$229	\$/hr
Professional VI	\$247	\$/hr
Professional VII	\$263	\$/hr
Professional VIII	\$275	\$/hr
Professional IX	\$275	\$/hr
Technician I	\$124	\$/hr
Technician II	\$137	\$/hr
Technician III	\$154	\$/hr
Technician IV	\$169	\$/hr
Technician V	\$183	\$/hr
Technician VI	\$201	\$/hr
Technician VII	\$218	\$/hr
Technician VIII	\$228	\$/hr
Administrative I	\$83	\$/hr
Administrative II	\$97	\$/hr
Administrative III	\$114	\$/hr
Administrative IV	\$137	\$/hr
Administrative V	\$160	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.6550	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-14, Authorizing an Amendment to the Property Development, Right-of-Way Improvements, and Right-of-Way Vacation Agreement with ABC Wellsian Way, LLC

Department/Office
Public Works

Ordinance/Resolution Number:
2023-14

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-14, authorizing the City Manager to sign and execute a First Amendment to the Property Development, Right-of-Way Improvements, and Vacation Agreement with ABC Wellsian Way, LLC.

Summary:

On April 30, 2021, the City of Richland and ABC Wellsian Way, LLC ("ABC") entered into an Agreement whereby ABC agreed to make improvements to the Comstock Street right-of-way in exchange for the City's vacation of a segment of the Davenport Street right-of-way (Contract No. 132-21). The Agreement precluded the issuance of certificates of occupancy for ABC's mini-storage project before the Comstock Street improvements were completed and accepted by the City of Richland.

Due to weather, ABC was not able to complete the Comstock Street right-of-way improvements during the 2022 construction season, but has otherwise fulfilled its obligations under the Agreement, to include depositing with the City sufficient financial security to guarantee completion of the Comstock Street right-of-way. ABC seeks the ability to apply for temporary certificates of occupancy for its mini-storage project before the 2023 construction season.

Based on ABC's performance under the Agreement, the financial security provided, and ABC's relinquishment of any right to partial release of the posted financial security, staff supports an amendment that would allow ABC to apply for temporary certificates of occupancy. The proposed amendment does not guarantee the issuance of temporary certificates of occupancy, and ABC must demonstrate compliance with all requirements of the City's building, fire, and other related codes and rules prior to issuance of any temporary certificate of occupancy.

Staff recommends adoption of Resolution No. 2023-14.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2023-14
2. Proposed Amendment to Agreement with ABC Wellsian Way, LLC

RESOLUTION NO. 2023-14

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN AMENDMENT TO THE PROPERTY
DEVELOPMENT, RIGHT-OF-WAY IMPROVEMENTS AND RIGHT-
OF-WAY VACATION AGREEMENT WITH ABC WELLSIAN WAY,
LLC.**

WHEREAS, on April 30, 2021, the City of Richland and ABC Wellsian Way, LLC (“ABC”) entered into an Agreement whereby ABC agreed to make improvements to the Comstock Street right-of-way in exchange for the City’s vacation of a segment of the Davenport Street right-of-way (*see* Contract No. 132-21); and

WHEREAS, the Agreement precluded the issuance of certificates of occupancy for ABC’s mini-storage project before the Comstock Street improvements were complete and accepted by the City of Richland; and

WHEREAS, ABC was not able to complete the Comstock Street right-of-way improvements during the 2022 construction season, but has otherwise fulfilled its obligations under the Agreement, to include depositing with the City sufficient financial security to complete the Comstock Street right-of-way; and

WHEREAS, ABC seeks the ability to apply for temporary certificates of occupancy for its mini-storage project before the 2023 construction season; and

WHEREAS, ABC’s performance under the Agreement, the financial security provided, and its relinquishment of any right to obtain partial release of the posted financial security form a reasonable basis to amend the Agreement to allow ABC to apply for temporary certificates of occupancy; and

WHEREAS, the proposed amendment does not guarantee the issuance of temporary certificates of occupancy, and ABC must demonstrate compliance with all requirements of the City’s building, fire, and other related codes and rules prior to issuance of any temporary certificate of occupancy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an amendment to the Property Development, Right-of-Way Improvements, and Right-of-Way Vacation Agreement with ABC Wellsian Way, LLC.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**FIRST AMENDMENT
TO THE
PROPERTY DEVELOPMENT, RIGHT-OF-WAY IMPROVEMENTS,
AND RIGHT-OF-WAY VACATION AGREEMENT**

RE: 302 Wellsian Way

THIS AMENDMENT (“Amendment”) to the April 30, 2021 Property Development, Right-of-Way Improvements, and Right-of-Way Vacation Agreement (the “Original Agreement”) is made and entered into on this _____ day of February, 2023, by and between the **City of Richland**, a Washington municipal corporation (“City”) and **ABC Wellsian Way, LLC**, a Washington limited liability company (“Developer”) City and Developer are referred to collectively as the “Parties.”

I. RECITALS

WHEREAS, the Original Agreement provides that Developer will make limited improvements in and to the north one-half of the Comstock Street right-of-way that is adjacent to a commercial mini-storage development (the “Project”) at the above-reference commercial site owned by Developer (the “Project Site”). These public improvements to the Comstock Street right-of-way are described in Section 1(a) and “**Schedule A**” of the Original Agreement (“ROW Improvements”). Part of the ROW Improvements include paving with asphalt a portion of the Comstock Street right-of-way adjacent to the Project Site.

WHEREAS, the Original Agreement provides that the City will not issue an occupancy permit for the improvements within the Project until the ROW Improvements are inspected and accepted by the City Engineer.

WHEREAS, Developer was scheduled to perform the paving work in the fall of 2022. Unusually cold weather prevented completion of the asphalt paving prior to closure of the local asphalt plant for the winter.

WHEREAS, the Parties desire to enter into an amendment to the Original Agreement to remove the restriction on Developer’s application for and receipt of a Temporary Certificate of Occupancy (“TCO”) from the City of Richland Building Department to allow for the use and operation of the Project until Developer can complete the asphalt pavement work of the ROW Improvements in spring of 2023. In exchange for removing the occupancy permit restriction, Developer agrees that the improvement security posted shall no longer be subject to partial reduction or release.

NOW, THEREFORE, based on any consideration of the foregoing Recitals, which are hereby declared as a substantive part of this Amendment, and other promises and covenants contained herein, Developer and City agree as follows:

II. AGREEMENT

1. Subsection b. of Section 1. DEVELOPER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS is modified as follows:
 - b. Subject to any time extensions granted in accordance with Section 4, Developer shall complete all ROW Improvements no later than June 30, 2023. ~~within twelve (12) months from the date on which City has issued all necessary Project permits and other approvals within City's jurisdiction to Developer or the date on which all service lines and/or other infrastructure have been removed and relocated from within the Comstock Street ROW pursuant to Sections 9.a and 9.b below, whichever date occurs last (the "Completion Period").~~
2. Subsection c. of Section 2. INSPECTION OF WORK AND FINAL ACCEPTANCE is replaced in its entirety with the following:
 - ~~e. Developer understands and agrees that no occupancy permits for improvements within the Project will be issued by the City of Richland Building Department until the ROW Improvements identified in Schedule A are inspected and accepted by the City Engineer in accordance with, and subject to, Section 2.b above.~~
 - c. Developer may apply for a temporary certificate of occupancy to be issued by the City of Richland Building Department upon posting of the financial security provided in Section 5 a. herein. Developer must satisfy the requirements of the City's building, fire, and other codes and rules to be eligible for a temporary certificate of occupancy. A final certificate of occupancy shall not issue until the City Engineer certifies the completion and acceptance of the ROW Improvements.
3. Section 6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY is hereby repealed in its entirety.
 - ~~a. Partial releases or reductions in Developer's improvement security may occur prior to City's acceptance of all ROW Improvements required hereunder as provided in Section 6.b below.~~
 - ~~b. Upon request of Developer after City's acceptance of all or any specified category of the ROW Improvements, the improvement security specified in Section 5 above shall be incrementally reduced or released in conformance with Schedule A and only upon completion of all improvements in a related category of Schedule A. Unless Developer submits a warranty bond (where applicable) or additional security in an amount equal to ten percent (10%) of the Estimated Total Cost, security shall not be reduced or released in an amount greater than ninety percent (90%) of the total security amount thereof prior to the expiration of the Warranty Period specified in Section 3.a above, nor until any Warranty Claims timely and duly asserted during the Warranty Period have been resolved.~~

- e. ~~If Developer's obligations relating to any ROW Improvements are subject to the approval of another governmental agency, City shall not release the improvement security therefor until the obligations are performed to the satisfaction of such other agency. Such agency shall have thirty (30) calendar days after Developer's performance of the obligation to register its satisfaction or dissatisfaction. If, at the end of that period, such agency has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that Developer's performance of the obligation was satisfactorily completed.~~
4. Except as expressly amended and modified by this Amendment, the Original Agreement is and shall continue to be in full force and effect in accordance with the terms thereof.
 5. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.
 6. The headings contained in this Amendment are for ease of reference only and shall not be considered in construing this Amendment.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, thereto duly authorized, as of the date first provided above.

ABC Wellsian Way, LLC:

City of Richland:

By: Ryan Daley
Its: Member/Manager

Jon Amundson, ICMA-CM
City Manager

Approved as to Form:

Heather Kintzley, City Attorney

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.:
County of Franklin)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Ryan Daley, Member/Manager of ABC Wellsian Way, LLC**, known to me to be the same person whose name is subscribed to the foregoing Amendment, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Agreement as his free and voluntary act on behalf of **ABC Wellsian Way, LLC** for the uses and purposes therein stated.

GIVEN under my hand and seal this _____ day of _____, 2023.

NOTARY PUBLIC

Residing at: _____
My Commission expires: _____

GIVEN under my hand and seal this _____ day of _____, 2023.

My Commission expires: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-16, Setting a Meeting to Consider the Proposed Annexation of 1.83 Acres Known as Short Plat 739, Lot 3 (Ryan Tucker)

Department/Office
Development Services

Ordinance/Resolution Number:
2023-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-16, establishing February 21, 2023 as the date on which the petitioner and City Council will meet regarding the proposed annexation request pursuant to RCW 35.13.125.

Summary:

The City received a written annexation request for the annexation of 1.83 acres from property owner Ryan Tucker. The request is in regard to Lot 3 of Short Plat No. 739 located at 24907 Dallas Road (APN No. 120983010739003).

Pursuant to RCW 35.13.125, the Richland City Council shall set a date, by resolution, for a meeting with the annexation petitioners. Through Resolution No. 2023-16, City Council will establish February 21, 2023 as the date on which to meet with the annexation petitioner regarding the proposed annexation request.

Staff recommends adoption of Resolution No. 2023-16

Fiscal Impact: None.

Attachments:

I. Resolution No. 2023-16

RESOLUTION NO. 2023-16

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON
SETTING A MEETING DATE TO REVIEW A PROPOSED
ANNEXATION OF 1.83 ACRES KNOWN AS SHORT PLAT 739, LOT
3, LOCATED WITHIN PORTIONS OF SECTION 20, TOWNSHIP 9
NORTH, RANGE 28 EAST, W.M., BENTON COUNTY,
WASHINGTON.**

WHEREAS, the City received a written request for annexation of 1.83 acres of property owned by Ryan Tucker legally described as Lot 3 of Short Plat 739 in Benton County, Washington; and

WHEREAS, Richland City Council was presented with the request at its regular meeting on February 7, 2023; and

WHEREAS, RCW 35.13.125 requires the legislative body to set a date for a meeting with the annexation petitioners.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the regular meeting date of **February 21, 2023** at or after **6:00 p.m.** is hereby established as the date on which the Richland City Council will meet with the annexation petitioners.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2023-17, Authorizing a Consulting Agreement with MacKay Sposito, Inc. for the Horn Rapids Master Plan Update

Department/Office
Development Services

Ordinance/Resolution Number:
2023-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-17, authorizing the City Manager to sign and execute a consulting agreement with MacKay Sposito, Inc. for updates to the Horn Rapids Master Plan.

Summary:

The City owns and manages the development of the 2,600 acre Horn Rapids Industrial Park, Business Center and Retail Plaza. The area began as undeveloped property and has evolved into a successful and growing commercial and industrial area providing hundreds of jobs. Development of the area is guided by the Horn Rapids Master Plan, which was last updated in 2016. The Horn Rapids Master Plan needs updating to guide the City's continued investment in roads, utilities and marketing.

A competitive procurement process resulted in one (1) qualified response to the City's Request For Qualifications (RFQ). The City negotiated a scope of work and price with Mackay Sposito, Inc. to update the Horn Rapids Master Plan.

Staff recommends adoption of Resolution No. 2023-17.

Fiscal Impact: The Horn Rapids Master Plan update is anticipated to cost \$125,000. Funds are available in the 2023 expert services line of the Industrial Development Fund.

Attachments:

1. Resolution No. 2023-17
2. Draft Agreement with MacKay Sposito

RESOLUTION NO. 2023-17

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH MACKAY
SPOSITO, INC. FOR THE HORN RAPIDS MASTER PLAN UPDATE.**

WHEREAS, the City's Development Services Department manages the Horn Rapids Industrial Park and Business Center, and the 577 acres of city-owned property in the North Horn Rapids Industrial Park; and

WHEREAS, the City is actively developing this property by installing roads and utilities and developing salable lots; and

WHEREAS, in an effort to continue appropriate development of the area, an update to the City's Horn Rapids Master Plan is needed; and

WHEREAS, the last update to the Horn Rapids Master Plan was completed by MacKay Sposito, Inc. in 2015, and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in compliance with the City's purchasing policies to solicit the services of a professional design firm; and

WHEREAS, the City received one (1) response to the RFQ; and

WHEREAS, MacKay Sposito, Inc. is qualified to complete the design and update of the City's Horn Rapids Master Plan; and

WHEREAS, a scope of work and budget have been negotiated with MacKay Sposito, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with MacKay Sposito, Inc. to complete an update of the City's Horn Rapids Master Plan.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

2023 Horn Rapids Master Plan Update

This Agreement is entered into this _____ day of February, 2023 (“Effective Date”) by and between the **City of Richland** (“**City**”), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Mackay & Sposito, Inc.** (“**Consultant**”), a Washington for-profit corporation with service at 1110 Osprey Point Blvd., Suite 105, Pasco, Washington. **City** and **Consultant** are referred to individually herein as a “Party” and collectively herein as the “Parties.”

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. RFQ No. 22-0065
 4. ☒ Exhibit B: Solicitation No. RFQ No. 22-0065 proposal response submitted by Consultant dated August 18, 2022.
 5. ☐ Additional Documents – N/A.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by July 17, 2023.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on July 17, 2023.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **One Hundred Twenty-Four Thousand Six Hundred Seventy-Two dollars and Seventy-Five Cents (\$124,672.75)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are

independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. 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 City 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 Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at:

www.sam.gov and <https://secure.lni.wa.gov/verify/>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Martin L. Snell, Planning Svgs. Mgr.
Name of Firm: Mackay & Sposito, Inc.
Address: 1110 Osprey Point Blvd., Suite 105
Address: Pasco, Washington 99301
Email: MSnell@mackaysposito.com
Phone Number: 360.823.1358
Fax Number: N/A

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the

earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

26. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

27. COUNTERPART ORIGINALS

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Title

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

Exhibit A to follow.

Draft

November 22, 2022

City of Richland
Business and Economic Development
c/o Darin Arrasmith
625 Swift Boulevard
Richland, WA 99352

RE: Horn Rapids Master Plan Update

Dear Darin,

On behalf of the MacKay Sposito and ECONorthwest team, I am pleased to submit this proposal for professional planning, engineering services, and economic and market analyses for the above referenced project. Based on our correspondence and meetings, we have prepared the attached scope of work and cost estimate proposal.

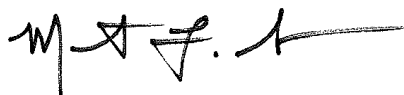
Our work is estimated on a time and materials basis with a not-to-exceed amount. Reimbursable expenses incurred in connection with the above services will be charged based on actual cost. We will bill you monthly for our services and reimbursable expenses as the work progresses. Our fees are based on payment within 30 days and continuous progress of the project to final project approval.

Our proposed scope of work is attached as Exhibit "A", and our estimated cost to conduct this work is attached as Exhibit "B". If this proposal is acceptable to you, please proceed with the contract process.

We look forward to working with you and appreciate the opportunity to provide this proposal for your consideration. If you have any questions or concerns, please feel free to call me at (360) 823-1358.

Sincerely,

MacKay Sposito



Martin L. Snell, AICP
Planning Services Manager

Scope of Work

(Exhibit “A”)

City of Richland

Horn Rapids Master Plan Update

Project Approach:

The scope of work includes evaluating the current land use plan by breaking down the Horn Rapids Master Plan into two (2) discrete land areas and providing a market analysis to assist the City in making decisions to determine: Do you sell or hold the property? How much property per land use should be allocated based on the market analysis? The two areas include: (1) the bulk of the existing industrial area, and (2) the retail plaza and the area along the western side of SR-240, where potential changes to the current industrial land uses plan will be reviewed. We will also identify infrastructure improvements and capacities needed to support the final land uses.

For each of the two areas in Horn Rapids, we will undertake a similar assessment that is repeatable and scalable by:

- Undertaking market and economic analyses to determine if other development scenarios are feasible or desirable and identify development strategies;
- Provide suggestions for updating the capital facilities plan based on potential future capacities needed to serve those developments that evolve from the market study;
- Assessing highest and best use for the undeveloped properties, particularly around the retail plaza area and undeveloped property along SR-240; and
- Reviewing current plan goals and objectives to determine consistency with final master plan.

The master plan update will also accomplish the following:

- Updating the master plan and associated exhibits including existing conditions, land use plan and zoning, and utilities;
- Reviewing and updating the goals and objectives based on current land sales and leases, the economic and market study, and stakeholder and public input;
- Reviewing and updating the open space and wetland section;
- Updating infrastructure costs;
- Developing a market study and development strategy; and
- Reviewing the Rail Master Plan for recommended rail extension alternatives that incorporate extension alternatives that best fit with the rest of the master plan. ECONorthwest will undertake market and economic analyses to determine possible future rail use and users.

1.0 PROJECT MANAGEMENT & COORDINATION

1.1 PROJECT ADMINISTRATION

Prepare monthly invoices with summarized textual description of progress and tasks completed within the invoicing period. Invoice will include a budget summary, date period covered by invoice, number of hours worked during the billing period with billing rates shown, expenses and associated mark-ups, total cost for labor and expenses for the billing period, subconsultant's fees, and total amounts summarizing labor and expenses.

1.2 PROJECT SCHEDULING

Prepare and submit an activities list and schedule to the City following the Notice to Proceed. The schedule will show appropriate milestones including intermediate and final submittal dates for documents and key decision points.

Provide up to two (2) major updates to the schedule to reflect project milestones and timeline changes.

1.3 SUBCONSULTANT COORDINATION

General coordination and management of the subconsultant team including contracting, scope and budget management, invoicing, schedule communication and management, and coordination of deliverables.

Monthly coordination calls with the consultant team to discuss project status, discuss project decisions and direction, and review schedule and upcoming deliverables.

Receive subconsultant questions and requests and work with the City to provide responses.

1.4 PROJECT COORDINATION

Conduct virtual biweekly meetings with the consultant team and City's project manager throughout the project. Meetings will be canceled if there are no project updates due to agency response time or review timeframe.

Organize and hold project coordination meetings with key project team members, as well as representatives from the City of Richland and other agencies as needed. These meetings will have specific agendas addressing and resolving project issues as they are encountered.

Set up and maintain a Sharefile site to keep the consultant team, City Project Manager, the stakeholder groups, and other interested parties informed of the project. The Sharefile site will be the central repository for the consultant team's work product.

Project Managers to meet virtually, on an as-needed basis, to coordinate logistics for key milestone tasks such as Kick-off meeting, Visioning Question session, open house, Planning Commission and City Council meetings, and public hearings.

Deliverables: *Monthly invoices and progress reports, baseline project schedule and updates, meeting agendas, and task log updates, and Sharefile site.*

Assumption: Project duration of 6 months from notice to proceed to have draft materials for Planning Commission and City Council hearings.

2.0 STAKEHOLDER ENGAGEMENT AND VISIONING

2.1 COORDINATION WITH CITY

Work with the City's Project Manager to establish two stakeholder teams - one with City staff from key departments and another from local economic development and business interests such as the Port of Benton, TRI-DEC, and perhaps Pacific Northwest National Laboratory (PNNL).

2.2 KICK-OFF MEETING

Hold Kick-off meeting to review the project scope of work and schedule.

2.3 MEETINGS WITH STAKEHOLDERS

As the market analysis and economic development strategies work is underway, host meetings with the stakeholder teams to share information with stakeholder groups and to prime them for a Visioning Question meeting session.

Keep stakeholders informed of progress of the alternative build-out scenarios via project Sharefile site and with virtual meetings at milestone dates.

2.4 VISIONING QUESTION SESSION

Hold Visioning Question session with the stakeholder groups to solicit an exchange of information and ideas that will inform the task of looking into alternative build-out scenarios.

Deliverables: *Agendas, memos, Visioning Questions questionnaire, and meeting minutes.*

3.0 MARKET ANALYSIS AND ECONOMIC DEVELOPMENT STRATEGIES

3.1 MARKET STUDIES REVIEW AND DATA ANALYSIS

The ECONorthwest team will review recent market studies and plans as prepared in recent projects. We will identify where additional or updated data is needed to provide a complete and current picture of market conditions in the area. Building from the existing base of information, we will gather and analyze data for the relevant land uses, such as recent and current rents/prices and vacancy rates in the study area, recent and pending development activity in the study area, and rents/prices for specific recent or relevant developments in the vicinity of the study area.

3.2 REAL ESTATE AND BUSINESS STAKEHOLDER INTERVIEWS (3 GROUPS OF 5-7 STAKEHOLDERS)

ECONorthwest will review meeting notes and summaries from past engagements with real estate and business stakeholders, then work with city staff and the project management team to identify and prioritize stakeholders – such as developers, key property owners, real estate brokers, business owners, and tenants – for stakeholder interviews or focus groups. We will ensure that our questions augment, rather than repeat, questions that have already been asked of these stakeholders. Example questions may include:

- How would you describe Horn Rapids' strategic advantages?
- What best version of ourselves can we be in five, ten, twenty years?
- What risks and constraints will the City and its stakeholders need to consider?
- Why do firms locate in Horn Rapids?

3.3 REAL ESTATE MARKET ASSESSMENT AND IMPEDIMENTS TO DEVELOPMENT

ECONorthwest will assess the market potential for a range of development types that could increase land use intensity, including retail, light industrial, heavy industrial, or other job-intensive specialized uses. The market assessment will describe what locational factors are needed to support demand for each of the relevant development types and evaluate whether those factors are present in Horn Rapids. The assessment will consider factors such as recent rent, vacancy, and absorption trends; existing land use, planned land use changes, and pending development; existing and anticipated transportation infrastructure, and traffic volumes; adjacent population density and socioeconomics; physical site needs; availability of infrastructure; and proximity to natural and recreational amenities.

The assessment will identify land uses and scales of development with high, medium, and low market potential in the near-term and within the planning horizon. ECONorthwest will also identify what types of businesses might be attracted to existing and new industrial space given these factors.

Based on the assessment we will identify factors that are likely to constrain development in Horn Rapids, differentiating factors that may be within the City's control and those that the City likely cannot influence. We will also review the current development code to identify potential obstacles for land uses with medium or high market potential.

ECONorthwest will address the City's interest in hold versus sell policies in a few ways. First, the team will develop a Net Present Value analysis to calculate the current value of a future stream of payments from a 'lease versus sale' transaction. Second, we will align qualitative measures such as the City's economic development goals to future values. This exercise will result in a series of guardrails the City may use in future transaction conversations.

Similarly, ECONorthwest will evaluate residential versus employment uses in Horn Rapids to determine City revenue generated by property taxes and alignment with the City's economic development goals.

3.4 TARGET INDUSTRY ANALYSIS

Working in close partnership and collaboration with TRI-DEC, ECONorthwest will evaluate the region's target industries and define which are most competitive in Horn Rapids. Beginning with logistics, energy, and food processing, we will evaluate what industries have a presence in Horn Rapids and the City of Richland, and which are growing nationally.

ECONorthwest will develop a location quotient assessment of traded sector clusters to measure the region's industrial specialization relative to the nation. This assessment will help uncover the City of Richland and the region's unique industry specialization and opportunity for growth. We will also develop a shift-share analysis which will reveal what portions of the region's economic growth or decline is attributed to national, industry, or regional factors. Equipping the City with this data will inform implementation strategies and will help to answer "what's next?".

3.5 RECOMMEND STRATEGIES AND PROGRAMS FOR ECONOMIC DEVELOPMENT

The ECONorthwest team will summarize existing economic development programs, tools, and incentives that are available in Horn Rapids. Based on our findings, we will identify additional or modified programs, tools, partnerships, or incentives that could support economic development and examples of highest and best use in the study area. Recommendations will be based on successful community economic development strategies that have driven successful economic outcomes, with a specific focus on the local context for actionable results.

Deliverables: *Stakeholder interview questions and notes, draft and final market analysis and economic development strategies.*

[Optional Services: Related to Property Marketing*]

- *How can the Office of Economic Development leverage the private sector in helping make the industrial park a success?*
- *Develop Target audience*
- *High quality illustrative marketing materials*

**Fee development for these optional services can be provided upon request.*

4.0 MASTER PLAN UPDATE AND ANALYSIS

During the visioning effort and market analysis, we will prepare the master plan update, infrastructure cost estimates, and associated graphics.

For the master plan update, we will look at the subareas as they relate to the Master Plan and will perform the following tasks:

4.1 UPDATE CURRENT DEVELOPMENTS AND PREPARE BASE MAP

We will prepare an update of current developments in the Horn Rapids area and prepare a base map showing the latest developments since the 2016 Master Plan update.

4.2 REVIEW CAPITAL FACILITIES PLANS

Review capital facilities plans and the capacities of the existing utility infrastructure. Prepare a written summary of the existing infrastructure capacity and proposed capital improvements including a table that summarizes the utility capacities for the Horn Rapids area as a whole. We will also look at the railroad infrastructure, at a high-level, for near term extensions to serve industrial land uses.

4.3 REVIEW CURRENT MASTER PLAN GOALS AND OBJECTIVES

Review the current Master Plan's goals and objectives to compare the development in the areas against the stated goals and objectives. Where there are inconsistencies, we will document those and propose options to remedy them.

4.4 DEVELOPMENT ALTERNATIVE BUILD-OUT

By analyzing and incorporating ECONorthwest tasks above, we will develop an alternative build-out (alternative to the current master plan) scenario for the Horn Rapids Master Plan that incorporates the objectives and visions for the bulk of the industrial area and, especially, the retail plaza and the western area along SR-240.

4.5 PREPARE DRAFT MASTER PLAN

Prepare draft master plan with narrative, graphics, figures, maps and draft exhibits for infrastructure needs, including utility improvements/upgrades required to address capacity constraints, if any, to accommodate the alternative build-outs. Develop construction cost estimates for the roadway and utility infrastructure improvements.

Deliverables: Draft Master Plan with infrastructure cost estimates, graphics, maps, and draft goals and objectives narratives with recommendations for revisions.

5.0 PLANNING COMMISSION AND CITY COUNCIL REVIEW

Following the completion of Tasks 1-4, the consultant team will present final materials to the Planning Commission and City Council for their review and consideration. The following meetings are scheduled for Planning Commission and City Council:

- Planning Commission Hearing (*in-person meeting attendance*);
- City Council Hearing and Adoption (*virtual meeting attendance*).

Deliverables: *Memo summarizing the suggestions, edits, and revisions recommended by the Planning Commission and City Council. Final Master Plan (See Task 6.0) for submission to City Council for Adoption.*

6.0 FINAL MASTER PLAN

Following the Planning Commission and City Council Workshop we will meet with City staff to discuss feedback and settle on recommended revisions to the draft master plan. We will prepare a final Master Plan document incorporating City and stakeholder comments.

Deliverables: *Final Master Plan, with infrastructure cost estimates, final graphics and maps, memos, and final goals and objectives narrative.*

Fee Estimate

(Exhibit “B”)
City of Richland
Horn Rapids Master Plan Update

Task	Fees
1.0 Project Management and Coordination.....	\$15,770
2.0 Stakeholder Engagement and Visioning	\$15,150
3.0 Market Analysis and Economic Development Strategies	\$41,030
4.0 Master Plan Update and Analysis	\$36,860
5.0 Planning Commission and City Council Review	\$ 4,680
6.0 Final Master Plan	\$ 8,640
Subtotal for Services	\$122,130
Estimated Reimbursable Expenses	\$ 2,542.75
Total Estimated Fees for Services	\$124,672.75



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2023-18, Updating Council Assignments for Calendar Year 2023

Department/Office
City Manager

Ordinance/Resolution Number:
2023-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-18, updating Council assignments for calendar year 2023 and repealing Resolution No. 2022-22.

Summary:

On February 1, 2022, Richland City Council adopted Resolution No. 2022-22 establishing Council liaison/representative assignments for the 2022-2023 calendar years. This established list of Council liaison/representative assignments must be amended due to the vacancy created by former Mayor Alvarez's departure. During the regular meeting on January 17, 2023, City Council discussed a number of revisions to current Council assignments and provided sufficient direction to staff to prepare a resolution reflecting the updated assignments for calendar year 2023.

Resolution No. 2023-18 is a housekeeping measure that updates Council liaison/representative assignments to boards, commissions and committees for 2023 and repeals Resolution No. 2022-22. The updated list reflects Terry Christensen's new role as mayor and Theresa Richardson's new role as mayor pro tem. Resolution No. 2023-18 also makes assignments for new councilmember Ryan Whitten.

Fiscal Impact: None.

Attachments:

I. Resolution No. 2023-18

RESOLUTION NO. 2023-18

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, UPDATING COUNCIL ASSIGNMENTS FOR THE 2023 CALENDAR YEAR AND REPEALING RESOLUTION NO. 2022-22.

WHEREAS, on February 1, 2022, Richland City Council adopted Resolution No. 2022-22 establishing Council liaison/representative assignments for the 2022-2023 calendar years; and

WHEREAS, the established list of Council liaison/representative assignments must be amended due to the vacancy created by former Mayor Alvarez's departure.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the following councilmembers shall serve as liaison/representative to the following agencies, boards, commissions and committees for calendar year 2023:

CITY BOARDS, COMMISSIONS AND COMMITTEES

Arts Commission	Councilmember Whitten
Code Enforcement Board.....	Councilmember Whitten
Economic Development Committee	Councilmember Jones
Alternate -	Mayor Christensen
Emergency Operations Board (Per RMC)	Mayor Christensen
Firefighters' Pension Board (Per RCW)	Mayor Pro Tem Richardson, Chair ¹
Richland Public Library Board of Trustees	Councilmember Kent
Lodging Tax Advisory Committee	Mayor Christensen
Parks & Recreation Commission.....	Councilmember Kent
Alternate -	Mayor Pro Tem Richardson
Planning Commission	Councilmember VanDyke
Alternate -	Councilmember Jones
Police Pension Board (Per RCW)	Mayor Pro Tem Richardson, Chair ¹
Utility Advisory Committee	Councilmember VanDyke
Alternate -	Councilmember Jones

¹ This *ex officio* assignment is being delegated by Mayor Christensen consistent with RCW 41.16.020 and RCW 41.20.010.

NON-CITY ORGANIZATION NON-PARTICIPANT (non-voting Liaison)

Port of Benton Mayor Pro Tem Richardson
Port of Kennewick Councilmember Jones
Tri-City Regional Chamber of Commerce Councilmember VanDyke

NON-CITY ORGANIZATION BOARD MEMBER

Ben Franklin Transit Board Mayor Christensen
Benton County 2060 Affordable Housing Steering Comm.... Mayor Christensen
Benton-Franklin Community Action Committee Councilmember Jones
Benton-Franklin Council of Governments..... Councilmember Lukson
Alternate - Councilmember Jones
Benton County Mosquito Control Board..... Vacant Until Further Notice
Visit Tri-Cities Mayor Pro Tem Richardson
Tri-Cities Development Council (TRIDEC)..... Councilmember Lukson

LOCAL, REGIONAL, AND NATIONAL ORGANIZATIONS

Benton County Solid Waste Advisory Committee Mayor Pro Tem Richardson
Energy Communities Alliance..... Mayor Christensen
Mayor Pro Tem Richardson
Councilmember VanDyke
Hanford Area Economic Investment Fund Committee Mayor Pro Tem Richardson
Hanford Communities Governing Board..... Councilmember VanDyke
Richland Public Facilities District Councilmember Jones
Tri-Cities Regional Public Facilities District..... Mayor Christensen
Mayor Pro Tem Richardson
Councilmember Lukson
Tri-Cities National Parks Committee..... Mayor Christensen

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/7/2023

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2022-19, Authorizing a Fourth Amendment to the Professional Services Agreement with Brown & Rio, PLLC for Prosecution Services

Department/Office
City Attorney

Ordinance/Resolution Number:
2022-19

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-19, authorizing the City Manager to sign and execute a fourth amendment to the Professional Services Agreement with Brown & Rio, PLLC for prosecution services.

Summary:

Brown & Rio, PLLC has provided municipal prosecution services to the City of Richland since 2005. Over the course of these many years, Michael Rio, as City Prosecutor, has built a solid reputation with the Richland Police Department, the Benton County District Court Bench, and local defense attorneys representing Richland defendants.

The City has a vested interest in continuing the professional services arrangement with Brown & Rio, PLLC for the efficient and just handling of misdemeanor and gross misdemeanor criminal charges from screening through appeal. In addition, attorneys from Brown & Rio, PLLC also handle civil matters such as tow hearings, dangerous dog appeals and civil forfeitures, serve as legal advisor and provide annual training to the Richland Police Department, and fill in for the City Attorney during extended absences.

Unfortunately, significant inflation and state-imposed employment mandates have made it exceedingly difficult for Brown & Rio, PLLC to recruit and retain attorneys to support its contracted municipal prosecution function, thereby threatening the continued service of Brown & Rio, PLLC on Richland's behalf into the future. An increase in Brown & Rio, PLLC's base rate in the 2011 professional services agreement will enhance recruitment and retention efforts and support continued provision of these crucial services to the City. The proposed increase is consistent with the local attorney labor market for prosecution services.

Staff recommends adoption of Resolution No. 2022-19.

Fiscal Impact:

The proposed increase to Brown & Rio, PLLC's base rate will cost the City an additional \$42,466 over the 2023 calendar year. The City Attorney budget has capacity to absorb this additional expense.

Attachments:

1. Resolution No. 2023-19
2. Proposed Fourth Amendment to Contract No. 61-11

RESOLUTION NO. 2023-19

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A FOURTH AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH BROWN & RIO,
PLLC FOR PROSECUTION SERVICES.**

WHEREAS, the City and Brown & Rio, PLLC (“Service Provider”) entered into a Professional Services Agreement on July 8, 2011 with respect to provision of prosecutorial services (Contract No. 61-11; the “Original Agreement”); and

WHEREAS, the Original Agreement was amended on February 25, 2013 to transfer the cost and responsibility of a full-time legal assistant from the Richland City Attorney’s Office to Service Provider’s private practice; and

WHEREAS, the Original Agreement was amended again on January 13, 2020 to increase the compensation allocated to the full-time legal assistant by 5% for a total of \$5,250 monthly; and

WHEREAS, the Original Agreement was amended a third time on July 21, 2021 to include the processing of Emergency Risk Protection Orders (ERPOs) on behalf of the Richland Police Department for \$550 monthly; and

WHEREAS, Michael Rio of Brown & Rio, PLLC has successfully served as the City Prosecutor for more than 18 years and has built a solid reputation with the Richland Police Department, the Benton County District Court Bench, and local defense attorneys representing Richland defendants; and

WHEREAS, significant inflation and state-imposed employment mandates have made it exceedingly difficult for Brown & Rio, PLLC to recruit and retain attorneys to support its contracted municipal prosecution function, thereby threatening the continued service of Brown & Rio, PLLC on Richland’s behalf into the future; and

WHEREAS, increasing the base rate in the Original Agreement with Brown & Rio, PLLC will enhance recruitment and retention efforts and support continued provision of these crucial services to the City of Richland.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a fourth amendment to the Professional Services Agreement with Brown & Rio, PLLC for prosecution services.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**FOURTH AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF RICHLAND
And
BROWN & RIO, PLLC**

This **Fourth Amendment** to the July 8, 2011 Professional Services Agreement (hereinafter “Original Agreement”) is made and entered into on this ____ day of February, 2023, by and between the **City of Richland**, a Washington municipal corporation (“City”) and Brown & Rio, PLLC, Attorneys at Law (hereinafter “Service Provider”).

I. Recitals

WHEREAS, the City and Service Provider entered into a Professional Services Agreement on July 8, 2011 with respect to provision of prosecutorial services (Contract No. 61-11); and

WHEREAS, the Original Agreement was amended on February 25, 2013 to transfer the cost and responsibility of a full-time legal assistant from the Richland City Attorney’s Office to Service Provider’s private practice; and

WHEREAS, the Original Agreement was amended again on January 13, 2020 to increase the compensation allocated to the full-time legal assistant by 5% for a total of \$5,250 monthly; and

WHEREAS, the Original Agreement was amended a third time on July 21, 2021 to include the processing of Emergency Risk Protection Orders (ERPOs) on behalf of the Richland Police Department for \$550 monthly; and

WHEREAS, Michael Rio of Brown & Rio, PLLC has successfully served as the City Prosecutor for more than 18 years and has built a solid reputation with the Richland Police Department, the Benton County District Court Bench, and local defense attorneys representing Richland defendants; and

WHEREAS, significant inflation and state-imposed employment mandates have made it exceedingly difficult for Brown & Rio, PLLC to recruit and retain attorneys to support its contracted municipal prosecution function, thereby threatening the continued service of Brown & Rio, PLLC on Richland’s behalf into the future; and

WHEREAS, increasing the base rate of the Original Agreement with Brown & Rio, PLLC will enhance recruitment and retention efforts and support continued provision of these crucial services to the City of Richland.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and

Service Provider hereby agree as follows:

II. Agreement

1. Section 4. PAYMENT is replaced in its entirety with the following:

****NEW TEXT****

The Service Provider's monthly payments shall be as follows:

- Base amount of **\$24,000.00** (Twenty-Four Thousand Dollars and No Cents) for handling all prosecution cases, trials, motion hearings, criminal and civil appeals and forfeiture hearings. Beginning January 1, 2024 and each year after, the base amount shall be increased by 3% of previous year's base amount.
- **\$750.00** (Seven Hundred Fifty Dollars and No Cents) for assuring domestic violence document delivery to court per state requirements.
- An additional Internet Court expense of **\$45.00** (Forty-Five Dollars and No Cents) as currently charged or hereafter amended.
- **\$550.00** (Five Hundred Fifty Dollars and No Cents) monthly for processing Extreme Risk Protection Orders (ERPOs) on behalf of the City upon request.
- No fee for handling traffic infractions, nuisance infractions and other civil infractions filed in District Court.
- No fee for covering an occasional City Council meeting for the City Attorney.
- **\$5,250.00** (Five Thousand Two Hundred Fifty Dollars and No Cents) monthly for the cost of a full-time legal assistant who shall assemble and maintain civil infractions and criminal case files; answer administrative questions about civil infractions and criminal cases; prepare subpoenas, warrants, complaints and all other necessary legal documents and pleadings; and prepare civil infraction and criminal cases for court hearings. Beginning January 1, 2024 and each year after, this amount dedicated to the full-time legal assistant shall be increased by 3% of previous year's amount.
- Reimbursement for printed legal forms and documents as necessary and approved.
- Payment of data storage in Evidence.com for City of Richland cases upon receipt of invoices.

Service Provider will be paid within ten (10) working days following the receipt by the City of an invoice.

Acceptance of such payment by the Service Provider shall constitute a release of all claims for payment that the Service Provider may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Service Provider prior to its acceptance. Said payment shall not, however, be a bar to any claims that the City may have

against the Service Provider or to any remedies the City may pursue with respect to such claims.

The Service Provider and his/her sub-consultants shall keep available for inspection by representatives of the City, the State and the United States for a period consistent with the current version of the State of Washington's retention schedule; provided, however, that if any litigation, claim or audit arising out of, in connection with or relating to this Agreement is initiated while the records are in active retention and before they are dispositioned, the records shall be retained until such litigation, claim or audit involving the records is completed.

****END OF NEW TEXT****

2. All references to Bell, Brown & Rio, PLLC in the contract documents are hereby replaced with Brown & Rio, PLLC.
3. This Fourth Amendment incorporates all changes agreed to by the Parties in Amendment Nos. 1, 2 and 3 to Contract No. 61-11.
4. Except as expressly amended and modified by this Amendment, the Original Agreement is and shall continue to be in full force and effect in accordance with the terms thereof.
5. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.
6. The headings contained in this Amendment are for ease of reference only and shall not be considered in construing this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment on the date first identified above.

CITY OF RICHLAND

BROWN & RIO, PLLC

Jon Amundson, ICMA-CM
City Manager

By: Michael Rio
Its: Authorized Agent

Attest:

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/7/2023

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointment to the Tri-City Regional Hotel-Motel Commission: Yesenia Galvez

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Yesenia Galvez to Position No. I on the Tri-City Hotel-Motel Commission.

Summary:

The Tri-City Regional Hotel and Lodging Association oversees the Tri-City Regional Hotel-Motel Commission. Member Linda Hendricks retired from the hotel-motel industry on February 3, 2023, making her ineligible to continue service.

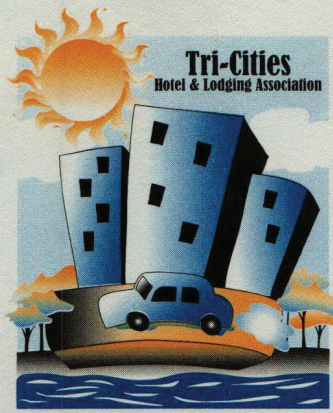
The Tri-Cities Hotel and Lodging Association recommends Yesenia Galvez of Holiday Inn at the River as the preferred candidate to replace Linda Hendricks in Position No. I on the Richland Tourism Promotion (TPA) Commission. If approved, the duration of the unexpired term for Position No. I will be February 8, 2023 through August 31, 2024.

Fiscal Impact:

None.

Attachments:

I. Tri-City Hotel-Motel Commission Recommendation Memo



**P.O. Box 1739
Richland, WA 99352**

January 27, 2023

Mr. Jon Amundson
City of Richland
625 Swift Boulevard
Richland, WA 99352

Mr. Jon Amundson:

This letter is in reference to the Richland TPA Commissioner position that is currently held by Linda Hendricks from the Hampton Inn & Suites in Richland. Ms. Hendricks has decided to retire on February 3, 2023 and will no longer be in the hotel industry in Richland, therefore she is ineligible to serve out her remaining term.

The Tri-Cities Hotel and Lodging Association has selected Yesenia Galvez with the Holiday Inn on the River, as the preferred candidate to fulfill Linda's remaining term as the TPA Commissioner to represent the City of Richland, which will expire on August 31, 2024.

If you have any questions regarding this, please do not hesitate to contact me at 509-792-1660.

Sincerely,

A handwritten signature in black ink, appearing to read "Monica Hammerberg". The signature is fluid and cursive, with a large loop at the end.

Monica Hammerberg
Tri-Cities Hotel & Lodging Association

Cc: Kevin Lewis – President / CEO Visit Tri-Cities



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/7/2023

Agenda Category: Items of Business

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 2023-11, Amending the 2023 - 2028 Transportation Improvement Program and authorizing Grant Agreements with the Washington State Transportation Improvement Board for the Downtown Connectivity Improvements Project and the Jadwin Avenue Sidewalk Improvements Project

Department/Office
Public Works

Ordinance/Resolution Number:
2023-11

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-11, amending the 2023 - 2028 Transportation Improvement Program and authorizing the City Manager to sign and execute agreements with the Washington State Transportation Improvement Board for the Downtown Connectivity and Jadwin Sidewalk Improvements projects.

Summary:

RCW 35.77.010 requires local jurisdictions to prepare and adopt a six-year Transportation Improvement Program (TIP). On June 7, 2022, by Resolution No. 2022-84, Richland City Council adopted the 2023-2028 TIP, which included the Downtown Connectivity Improvements Project but did not include the Jadwin Avenue Sidewalk Improvements Project.

On August 16, 2022, Richland City Council adopted Resolution No. 2022-107, authorizing grant applications to the Washington State Transportation Improvement Board (TIB) for its 2022 Urban Arterial Program to enhance safety, mobility, and development within the City's Central Business District, and its 2022 Active Transportation Program to enhance school walk route safety adjacent to Lewis & Clark Elementary School. The City was selected by the TIB to receive \$3,500,000 in Urban Arterial Program grant funds for the Downtown Connectivity Improvements Project, and \$225,324 in Active Transportation Program grant funds for the Jadwin Avenue Sidewalk Improvements Project. The TIB has prepared and offered grant agreements to enable access to these funds.

To fulfill the requirements of the TIB, the 2023 - 2028 TIP must be amended to add the Jadwin Avenue Sidewalk Improvements Project. As required by state law, Richland City Council held a public hearing on February 7, 2023 to receive public input on the proposed amendment to the 2023-2028 Six-Year TIP. Pending review of the public hearing testimony, staff recommends approval of the TIP amendment and grant agreements.

City Council recently received public comment suggesting redirection of the TIB grant funds to a different purpose. The TIB funding award is specific to the project and scope included in the City's application, which precludes the ability to redirect the funds.

Staff recommends adoption of Resolution No. 2023-11.

Fiscal Impact:	The agreements will add \$3,725,324 in new grant revenue to the City. Matching funds will be paid through funding sources identified in the 2023-2028 Capital Improvement Program. Staff will propose a future budget amendment to bring the grant funds into the 2023 Budget and to make any adjustments necessary to the matching funds budget.
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Attachments:

1. Resolution No. 2023-11
2. Downtown Connectivity Improvements Grant Agreement
3. Jadwin Avenue Sidewalk Improvements Grant Agreement

RESOLUTION NO. 2023-11

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AMENDING THE 2023-2028 TRANSPORTATION IMPROVEMENT PROGRAM TO INCLUDE PROJECT FUNDING FOR THE DOWNTOWN CONNECTIVITY IMPROVEMENTS PROJECT AND JADWIN AVENUE SIDEWALK IMPROVEMENTS PROJECT AND AUTHORIZING RELATED GRANT AGREEMENTS.

WHEREAS, RCW 35.77.010 requires local jurisdictions to prepare and adopt a six-year Transportation Improvement Program (TIP); and

WHEREAS, on June 7, 2022, by Resolution No. 2022-84, Richland City Council adopted the 2023-2028 TIP, which included the Downtown Connectivity Improvements Project but did not include the Jadwin Avenue Sidewalk Improvements Project; and

WHEREAS, on August 16, 2022, Richland City Council adopted Resolution No. 2022-107, authorizing grant applications to the Washington State Transportation Improvement Board (TIB) for its 2022 Urban Arterial Program to enhance safety, mobility, and development within the City's Central Business District, and 2022 Active Transportation Program to enhance school walk route safety adjacent to Lewis & Clark Elementary School; and

WHEREAS, the City was selected by the TIB to receive \$3,500,000 in Urban Arterial Program grant funds for the Downtown Connectivity Improvements Project, and \$225,324 in Active Transportation Program grant funds for the Jadwin Avenue Sidewalk Improvements Project; and

WHEREAS, the Jadwin Avenue Sidewalk Improvements Project must be added to the City's 2023-2028 TIP, and the 2023-2028 CIP must be amended; and

WHEREAS, as required by state law, Richland City Council held a public hearing on February 7, 2023 to receive public input on the proposed amendment to the 2023-2028 Six-Year Transportation Improvement Program to add the Jadwin Sidewalk Improvements Project; and

WHEREAS, the City's best interests are served by amending the 2023-2028 TIP to include the Jadwin Avenue Sidewalk Improvements Project, and by accepting the TIB grant funds for these projects to make them financially feasible.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the 2023-2028 Six-Year Transportation Improvement Program is hereby amended to add the Jadwin Avenue Sidewalk Improvements Project as reflected in **Exhibit A**.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute the Washington State Transportation Improvement Board's Urban Arterial and Active Transportation Program grant award agreements.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of February, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Six Year Transportation Improvement Program
From 2023 to 2028

Agency: Richland
County: Benton
MPO/RTPO: BFCG

Y InsideN Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	42	Jadwin Avenue Sidewalk Improvements Jadwin Avenue Davenport Street to Gillespie Street Construct sidewalk, ADA curb ramp improvements, and enhanced pedestrian crossings.						28	W	0.260	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2023		0	TIB	17,333	6,090	23,423
S	CN	2024		0	TIB	207,991	73,079	281,070
Totals				0		225,324	79,169	304,493

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	23,423	0	0	0	0
CN	0	278,070	0	0	0
Totals	23,423	278,070	0	0	0

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Richland	0		225,324	79,169	304,493



City of Richland

8-4-171(020)-1

Downtown Connectivity Improvements

George Washington Way and Jadwin Avenue from Bradley Blvd to Torbett St

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Richland
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Downtown Connectivity Improvements, George Washington Way and Jadwin Avenue from Bradley Blvd to Torbett St (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Richland, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 20.8562 percent of approved eligible project costs up to the amount of \$3,500,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT



The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT



RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award,



TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



City of Richland
P-E-171(P06)-1
Jadwin Avenue Sidewalk
Davenport St to Gillespie St

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Richland
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Jadwin Avenue Sidewalk, Davenport St to Gillespie St (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Richland, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 73.9997 percent of approved eligible project costs up to the amount of \$225,324, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

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15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

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If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name