

**RESOLUTION NO. 10-722**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING A SECOND AMENDMENT WITH RH2 ENGINEERING, FOR PRE-DESIGN SERVICES ON THE REGIONAL WASTEWATER STORAGE PROJECT**

**WHEREAS**, King County is planning to construct a Regional Wastewater Storage Facility in Black Diamond to reduce peak flows through the downstream transmission line; and

**WHEREAS**, local City sewer comprehensive planning efforts are not compatible with the solutions that King County is recommending for their point of sewer storage and central collection; and

**WHEREAS**, PacWest, Triad, City staff and RH2 Engineering, Inc have proposed and prepared various reports suggesting alternative locations for regional sewer storage; and

**WHEREAS**, the City signed a contract with RH2 for MPD Services by Resolution No. 10-666 and signed an amendment to prepare a revised engineering report on sewer equalization storage in Black Diamond by Resolution 10-675; and

**WHEREAS**, King County and Black Diamond City staff have agreed to back the design process up and work through design function and value issues collaboratively in the expectation that a mutually agreeable solution can be found; and

**WHEREAS**, Black Diamond and YarrowBay's interests have been similar with regard to the Sewer Equalization Storage and Planning; and

**WHEREAS**, YarrowBay has agreed to pay for RH2's cost to cover the pre-design meetings with King County;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** Authorizing the Mayor to execute a second amendment with RH2 Engineering Inc. for continuing technical engineering services related to participation in the pre-design process in King County's Regional Wastewater Storage Facility in Black Diamond.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16TH DAY OF DECEMBER, 2010.**

CITY OF BLACK DIAMOND:

  
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Rebecca Olness, Mayor

Attest:

  
Brenda L. Martinez, City Clerk

**SECOND AMENDMENT**  
**To**  
**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**CITY OF BLACK DIAMOND**  
**And**  
**RH2 Engineering, Inc.**  
**regarding**  
**Technical Services and Research representing the City of Black Diamond**  
**in King County Regional Wastewater Storage Predesign Issues in Black Diamond**

1. **Date and Parties.**

1.1 This document ("Second Amendment"), for reference purposes only, is dated the 16th day of December, 2010, and is entered into by and between the CITY OF BLACK DIAMOND, a Washington municipal corporation ("City") and RH2, ENGINEERING INC. ("Consultant").

2. **General Recitals.**

2.1 The City and Consultant entered into a Professional Services Agreement regarding Master Planned Development Review Services dated January 21, 2010 (the "Agreement") and later amended that contract on March 4, 2010 adding to the scope to prepare a pre-design report for a Wastewater Storage Alternative to what King County was proposing.

2.2 The pre-design report was completed in June 2010 but in follow up meetings with King County additional predesign effort has been agreed on by the City and King County to see if a solution that satisfies all parties can be reached.

2.3 The parties have now determined that an amendment is appropriate, and thus the intent of the Second Amendment is to provide additional services relating to the City's desire to ensure that the preliminary engineering and site selection of the King County Regional Storage Project is technically sound, thorough, takes into account all of the City's values, planning and costs.

3. **Modification to Agreement Terms and Conditions.**

3.1 The Agreement terms are hereby incorporated by reference. The Second Amendment terms are hereby incorporated into the Agreement by reference. The Second Amendment is intended to modify the terms and conditions of the Agreement. In the case of any conflict between the terms of the Agreement and the terms of the Second Amendment the provisions of the Second Amendment shall control.

4. **Scope of Work and Fee Estimate**

4.1 The Consultant shall perform the professional services described in the Scope of Work attached hereto as Attachment A

4.2 The Services described in Attachment A shall be on a time and expense basis not to exceed \$12,000.

5. Schedule

5.1 A specific schedule has not been established for this effort as on going meetings through additional predesign efforts with King County are expected through the winter and into spring of 2011.

6. Compensation.

6.1 Compensation for the Additional Services identified in this First Addendum shall be paid in accordance with the Rate Schedule Exhibit B of the previous March 4 Amendment #1 to the Agreement and the additional Fixed Fee on a time and expense basis as identified in Attachment A.

7. Other Terms Unchanged.

6.1 All other terms of the Agreement remain unchanged.

DATED: This 16<sup>th</sup> day of December, 2010.

CITY OF BLACK DIAMOND

By: Rebecca Olness  
Rebecca Olness

Its: Mayor

Date: December 17, 2010

CONSULTANT

By: Dan Ervin  
Printed Name: DAN ERVIN  
Its: VICE PRESIDENT

Date: December 23, 2010

Attest:

By: Rachel Ame for  
Brenda L. Martinez  
City Clerk

RD City      DE Consultant