

RESOLUTION NO. 14-986

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH RH2 ENGINEERING, INC. FOR PRELIMINARY
INVESTIGATION AND ENGINEERING FOR THE NORTH
BANK ARTESIAN SPRING TAP PROJECT

WHEREAS, the City has researched options for maximizing the water right at the City's Springs site; and

WHEREAS, the North Bank Artesian Spring Tap option was selected as the best option for the City to maximize the water right and ensure reliability at the Springs; and

WHEREAS, RH2 Engineering, Inc. was selected as the City's on-call water engineering consultant; and

WHEREAS, RH2 Engineering, Inc. has the expertise and familiarity necessary to complete this work; and

WHEREAS, the costs of this project are covered by the Water Supply and Facilities Funding Agreement (WSFFA);

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

Section 1. The Mayor is hereby authorized to execute a contract with RH2 Engineering, Inc. for preliminary investigation and engineering for the North Bank Artesian Spring Tap project, substantially in the form attached hereto as Exhibit A.

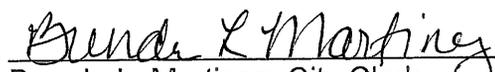
Section 2. A notice to proceed will not be issued until funds are received from the WSFFA partners.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF NOVEMBER, 2014.

CITY OF BLACK DIAMOND:


Dave Gordon, Mayor

Attest:


Brenda L. Martinez, City Clerk

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF BLACK DIAMOND AND
RH2 ENGINEERING, INC.**

THIS AGREEMENT is made by and between the City of Black Diamond, a Washington municipal corporation (hereinafter the "City"), and RH2 ENGINEERING, INC., (hereinafter the "Consultant,") a corporation organized under the laws of the State of Washington located and doing business at 22722 29th Drive SE, Suite 210, Bothell, WA 98021.

RECITALS

WHEREAS, the City does not have sufficient staff resources to provide preliminary investigation and engineering for the North Bank Artesian Spring Tap project; and

WHEREAS, the Consultant has agreed to provide preliminary investigation and engineering for the North Bank Artesian Spring Tap project as described herein; and

WHEREAS, RH2 Engineering, Inc. was selected as the City's on-call water engineering consultant;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall perform all work described in Exhibit A, which is attached hereto and incorporated herein by this reference.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Eighty-one thousand three hundred Dollars (\$81,300.00) for the services described in Section I herein and as attached hereto as Exhibit B: This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in

this Agreement. The City shall pay the full amount of an invoice within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that Task 4 shall be completed by March 31, 2015. It is understood that the implementation schedule for the other tasks will depend on the responsiveness of other agencies and therefore no time limit has been set for the other tasks. RH2 and the City both commit to moving forward with the other tasks as expeditiously as practical.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Exhibit A. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all

records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal Costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and

3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within ten (10) working days of the City's deductible payment.

D. The City of Black Diamond shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Subsection B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Black Diamond at least thirty (30) days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance, and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be

done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City of Black Diamond shall determine the term or provision's true intent or meaning. The City of Black Diamond shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Administrator's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:

CITY:

Attn: _____
City of Black Diamond
P.O. Box 599
24301 Roberts Drive
Black Diamond, WA 98010

With a copy to the "City Clerk" at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification and Severability

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2014.

EXHIBIT A
Scope of Work
City of Black Diamond
North Bank Artesian Spring Tap
October 2014

Background

Planning for future growth by the City of Black Diamond (City) has included various water supply options for the Black Diamond Springs, a source of municipal supply with a maximum instantaneous diversion of 8 cubic feet per second (cfs) and a maximum annual withdrawal of 551 acre-feet per year (AFY) authorized by water certificate S1-00506C. A Preliminary Alternatives Analysis (RH2 Engineering, Inc. [RH2], February 2014) compared two water supply alternatives including rehabilitating the existing spring source and moving to a source on the north side of the Green River. Both alternatives would provide cost effective, sustainable, and reasonably secure sources of water for municipal supply. The City has decided to further investigate the feasibility of taking water from a source on the North Bank of the Green River. This water emanates from an old air shaft associated with a coal mine, which in this document is referred to as the North Bank Artesian Spring.

This scope of work presents the initial tasks for the North Bank Artesian Spring Tap preliminary engineering which includes: facilitating discussion between the City and stakeholders in the Green River watershed; confirming the availability, quality, and sustainability of groundwater for municipal supply; supporting the water right change process to relocate the source of water from the Black Diamond Springs location to the proposed north bank location; preparing preliminary conceptual design of how the new diversion facility will be incorporated into the existing City system; and providing a complete design for an upgraded chlorination system.

Task 1 – Water Quality Testing and Stakeholder Outreach and Coordination

Initial water quality testing will confirm the preliminary feasibility of using a north bank source of supply. Given the number of stakeholders that will be interested in the proposed water right change, the first task involves stakeholder outreach and coordination that will facilitate the water right change process and well construction.

Objective: Initial water quality testing. Communicate and collaborate with stakeholders to inform them of the City's plans and provide Ecology with sufficient documentation to justify priority processing of the proposed water right change application.

Approach:

- 1.1 Collect a sample of water discharging from the North Bank Artesian Spring and submit to an accredited laboratory for analysis of drinking water parameters. Communicate findings and recommendations to the City. This sample will be used to determine if there are any critical water quality issues that would impact the decision to move forward with this project.
- 1.2 Install a gage and pressure transducer to continuously measure discharge from the North Bank Artesian Spring for 4 months. Periodically measure flow and level to develop a rating curve for the discharge.
- 1.3 Review and compile existing geologic and water right information to support change application and discussions with stakeholders.

**City of Black Diamond
North Bank Artesian Spring Tap****Exhibit A
Scope of Work**

- 1.4 Meet with City staff to establish possible points of negotiation to foster stakeholder support of the proposed water right change.
- 1.5 Prepare materials and agenda for a pre-application meetings with the Muckleshoot Tribe, Washington Department of Fish and Wildlife (WDFW), Washington Department of Health (DOH), Washington State Parks (Parks), King County (County), and Ecology.
- 1.6 Facilitate meeting with the City and Muckleshoot Tribe to discuss the proposed change and solicit opinions.
- 1.7 Communicate with WDFW to discuss the proposed change and solicit opinions.
- 1.8 Communicate with DOH to discuss the proposed change.
- 1.9 Facilitate a meeting with Parks to negotiate a right-of-entry permit for site exploration and springs testing.
- 1.10 Communicate with the County to discuss the proposed change and solicit opinions.
- 1.11 Prepare summary memorandum documenting issues discussed in stakeholder meetings that relate to the water right change application. Submit memorandum for review by all stakeholders.
- 1.12 Prepare the Water Right Pre-Application Consultation Form for submittal to Ecology.
- 1.13 Participate in pre-application meeting with the City and Ecology.
- 1.14 Based on input received from Ecology at the pre-application meeting, prepare the water right change application with cover letter for submittal to Ecology.

Assumptions:

- *The representative for each stakeholder will be able to meet and commit to either support, or not oppose, the water right change. Ecology will agree to process the change application internally through priority processing.*

Provided by City:

- Submittal of water quality samples collected to the lab of choice and payment of laboratory fees.
- Review of pre-application meeting documentation prepared by RH2.
- Attendance at a meeting with RH2 and the Muckleshoot Tribe.
- Attendance at a meeting with RH2 and Parks.
- Attendance at a pre-application meeting with RH2 and Ecology.
- Necessary signatures on the water right change application.

RH2 Deliverables:

- Water quality testing results and recommendation memo.
- Water Right Pre-Application Consultation Form.
- Meeting agendas and meeting materials describing the proposed water right change.
- Summary memorandum documenting stakeholder meetings.

City of Black Diamond
North Bank Artesian Spring Tap

Exhibit A
Scope of Work

- Completed water right change application.
- Draft preliminary permit for Ecology review.

Task 2 – Test Feasibility of Pumping from the North Bank Artesian Spring

Groundwater constantly discharges from the North Bank Artesian Spring and flows into the Green River. This task tests the feasibility of installing a pump within the air shaft to withdraw water for municipal supply and to evaluate the yield and quality of water discharging from the air shaft and its associated underground network of mine shafts.

Objective: Install temporary pumping equipment into the North Bank Artesian Spring to evaluate the production capacity from the shaft, the potential depth of a pump intake, and the potential quality of discharge water.

Approach:

- 2.1 Prepare technical and non-technical bid specifications for creating temporary access, temporary removal/replacement of the protective cage, installation of testing equipment, and flow testing.
- 2.2 Prepare an engineer's estimate for construction and testing.
- 2.3 Assist the City during bidding and award, including response to bidder questions and addenda if necessary.
- 2.4 Prepare and submit a Joint Aquatic Resources Permit Application (JARPA) to WDFW requesting to discharge test water into the Green River.
- 2.5 Provide part-time construction observation. Assume 2 full days on-site.
- 2.6 Provide part-time oversight of pump testing. A hydrogeologist will be on-site for a 4-hour step-rate test and for 16 hours of a 24-hour constant-rate test. Collect water quality samples for field and laboratory analysis, including microscopic particulate analysis (MPA) to test for the potential for groundwater under the influence of surface water, measure groundwater levels in and discharge from the North Bank Artesian Spring, and discharge from the pump. Collect a sample of water discharging from the North Bank Artesian Spring and submit to an accredited laboratory for analysis of drinking water parameters. Communicate findings and recommendations to the City.
- 2.7 Prepare a testing report describing field activities and feasibility of direct withdrawal of municipal supply from the North Bank Artesian Spring.
- 2.8 Present testing results in a meeting with the City.

Assumptions:

- *Right-of-entry access can be obtained from Parks to gain access to, temporarily open, and test pump from the North Bank Artesian Spring.*
- *The City will conduct overall construction management and daily construction observation.*
- *The City will process Contractor requests for payment.*
- *The City will perform final completion and closeout of the project with the Contractor.*

**City of Black Diamond
North Bank Artesian Spring Tap**

**Exhibit A
Scope of Work**

Provided by City:

- Pre-construction meeting conference room, meeting facilitation, and preparing meeting minutes.
- Review and comment on the bid documents.
- SEPA checklist and threshold determination.
- Submittal of water quality samples collected to the lab of choice and payment of laboratory fees.

RH2 Deliverables:

- Bid documents (10 sets) for constructing access and providing pumping equipment.
- Addenda if required.
- Request for information (RFI) review and response.
- Contractor submittals review and response.
- Report summarizing findings of pump testing and water quality analysis.

Task 3 – Support Processing of the Water Right Change Application

Ecology will review the City's application and consider stakeholder comments. RH2 will facilitate the process by providing background information and response to technical questions regarding hydrogeologic conditions and well operation.

Objective: Provide technical support to the City during Ecology's processing of the change application.

Approach:

- 3.1 RH2 will participate in meetings, communication, technical analysis, and documentation to support Ecology's review and processing of the application.

Assumptions:

- *Ecology will process the change application internally through priority processing.*

Task 4 – Design Upgraded Chlorination System

The City needs to upgrade its existing chlorination system, located at the north bank pump facility, to disinfect the current water supply and the increased flow rate anticipated from the updates discussed in this scope of work.

Objective: Provide a design that will be installed by City staff.

Approach:

- 4.1 RH2 will review the space available in the existing north bank pump facility to be utilized for the upgraded chlorination system. Evaluate power capacity and telemetry needs.
- 4.2 Review water quality parameters and conditions to determine appropriate chlorination system for the required dosing.

**City of Black Diamond
North Bank Artesian Spring Tap**

**Exhibit A
Scope of Work**

- 4.3 Design a system that can be readily installed by City staff and coordinate with City staff on installation details.
- 4.4 Prepare documentation necessary for DOH project approval.

RH2 Deliverables:

- Plans and technical specifications for the chlorination system upgrade.
- Documentation to obtain project approval from DOH.

Task 5 – Preliminary Design of New Point of Diversion

Provide recommendations on how to inexpensively and reliably equip the North Bank Artesian Spring for production.

Objective: Consider possible alternatives and provide a recommendations to the City on how to pump water from the North Bank Artesian Spring.

Approach:

- 5.1 Consider different alternatives regarding how to pump and deliver water from the North Bank Artesian Spring to the City.
- 5.2 Evaluate pump sizing requirements to pump water from the north bank to the City's system.
- 5.3 Prepare a schematic pumping facility layout for the recommended solution.
- 5.4 Identify permits that will be needed for the pumping facility.
- 5.5 Provide a planning level cost estimate for the recommended design.
- 5.6 Prepare a preliminary design memorandum.

Assumptions:

- *Recommended pumping plant, pipeline alignment, and control system can be permitted and necessary easements or property acquisition can be made.*

RH2 Deliverables:

- Memorandum documenting the proposed design for a North Bank Artesian Spring pumping facility and control systems.

Project Schedule

Task 1 should be accomplished within 6 months, but actual time will depend on availability and participation of the various stakeholders. Task 2 should be accomplished within 6 months following completion of Task 1, but actual time will depend on negotiations for site access, WDFW permission to discharge test water to the Green River and the contractor's schedule. Task 3 will depend on Ecology staff's availability to process the change application. Task 4 will proceed once water quality of the source is known. Task 5 will proceed once Tasks 1 and 2 are complete. The total project is expected to be complete within 2 years from the authorization date.

EXHIBIT B
 City of Black Diamond
 North Bank Artesian Spring Tap - Phase 1

Estimate of Time and Expense

Description	Principal		Project Manager		Staff Engineer		Project Engineer		Senior Hydrogeologist		Project Hydrogeologist & Water Rights		Environmental Permitting Specialist		Word Processor		Total Hours	Total Labor	Total Expense	Total Cost	
	Professional IX	Professional VII	Professional III	Professional III	Professional VI	Professional IV	Professional III	Professional IV	Professional V	Professional V	Administrative III	Administrative III									
Task 1 Stakeholder Outreach and Coordination																					
1.1 Collect water samples																		4	\$ 708	\$ 251	\$ 959
1.2 Install data logger and measure discharge																	12	\$ 2,124	\$ 1,800	\$ 3,924	
1.3 Assemble documentation on geology and water rights																	12	\$ 2,178	\$ 119	\$ 2,297	
1.4 Determine City negotiating points																	9	\$ 1,785	\$ 78	\$ 1,863	
1.5 Prepare meeting agenda and material																	16	\$ 2,662	\$ 101	\$ 2,763	
1.6 Facilitate meeting with Tribe																	4	\$ 708	\$ 85	\$ 793	
1.7 Communicate with WDFW																	2	\$ 354	\$ 125	\$ 479	
1.8 Communicate with DOH																	12	\$ 2,316	\$ 157	\$ 2,473	
1.9 Facilitate meeting with Parks																	18	\$ 3,258	\$ 45	\$ 3,303	
1.10 Communicate with County																	10	\$ 1,818	\$ 62	\$ 1,880	
1.11 Prepare summary memorandum																	8	\$ 1,308	\$ 45	\$ 1,353	
1.12 Prepare water right pre-application consultation form																	3	\$ 445	\$ 16	\$ 461	
1.13 Facilitate pre-application meeting with Ecology																	8	\$ 1,544	\$ 95	\$ 1,639	
1.14 Prepare water right change application																	5	\$ 799	\$ 49	\$ 848	
Subtotal	30			14					8		65					6	123	\$ 22,007	\$ 2,993	\$ 25,000	
Task 2 Test Feasibility of Pumping from the North Bank Artesian Spring																					
2.1 Prepare specifications for testing																	4	\$ 4,942	\$ 389	\$ 5,331	
2.2 Prepare engineer's estimate for testing																	2	\$ 366	\$ 375	\$ 741	
2.3 Assist City during bidding																	5	\$ 823	\$ 30	\$ 853	
2.4 Prepare and submit JARPA to request HPA from WDFW																	40	\$ 6,687	\$ 611	\$ 7,298	
2.5 Provide part-time construction observation																	20	\$ 3,340	\$ 251	\$ 3,591	
2.6 Provide part time pump test observation																	22	\$ 3,894	\$ 565	\$ 4,459	
2.7 Prepare testing report																	18	\$ 3,096	\$ 142	\$ 3,238	
2.8 Present testing results to the City																	10	\$ 1,736	\$ 111	\$ 1,847	
Subtotal	13			25					11		58		30			10	147	\$ 24,874	\$ 2,106	\$ 26,980	
Task 3 Support Processing of the Water Right Change Application																					
3.1 Respond to questions from Ecology during processing																	26	\$ 4,702	\$ 118	\$ 4,820	
Subtotal	2								4		20						26	\$ 4,702	\$ 118	\$ 4,820	
Task 4 Design Upgraded Chlorination System																					
4.1 Evaluate upgrading chlorination system																	12	\$ 2,148	\$ 231	\$ 2,379	
4.2 Evaluate appropriate chlorination system																	11	\$ 1,867	\$ 47	\$ 1,914	
4.3 Design chlorination system																	26	\$ 4,362	\$ 234	\$ 4,596	
4.4 Prepare project report documentation for DDH																	24	\$ 3,916	\$ 445	\$ 4,361	
Subtotal	5			16					50							2	73	\$ 12,293	\$ 1,457	\$ 13,750	
Task 5 Preliminary Design of New Point of Diversion																					
5.1 Consider different pumping and delivery alternatives																	22	\$ 3,738	\$ 258	\$ 3,996	
5.2 Evaluate pump sizing																	10	\$ 1,674	\$ 157	\$ 1,831	
5.3 Prepare schematic facility layout																	11	\$ 1,765	\$ 317	\$ 2,082	
5.4 Identify permits needed																	5	\$ 857	\$ 110	\$ 967	
5.5 Provide planning level cost estimate																	3	\$ 523	\$ 43	\$ 566	
5.6 Prepare preliminary design memorandum																	8	\$ 1,228	\$ 86	\$ 1,314	
Subtotal	16			36					8				2			5	59	\$ 9,785	\$ 985	\$ 10,770	
PROJECT TOTAL	66			16					23		143		32			23	428	\$ 73,661	\$ 7,639	\$ 81,300	

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

2014 HOURLY RATES

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$209.00	Technician	IV	\$135.00
Professional	VIII	\$209.00	Technician	III	\$127.00
Professional	VII	\$201.00	Technician	II	\$95.00
			Technician	I	\$90.00
Professional	VI	\$186.00			
Professional	V	\$177.00	Administrative	V	\$126.00
Professional	IV	\$167.00	Administrative	IV	\$105.00
			Administrative	III	\$91.00
Professional	III	\$157.00	Administrative	II	\$75.00
Professional	II	\$147.00	Administrative	I	\$63.00
Professional	I	\$135.00			

IN-HOUSE SERVICES

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge	2.5% of Direct Labor	
			Mileage	Current IRS Rate	

OUTSIDE SERVICES

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.