RESOLUTION NO. 2362

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, AUTHORIZING A CONTRACT WITH RH-2 CONSULTANTS, INC. FOR SERVICES TO DESIGN THE LAKERIDGE 2 BOOSTER PUMP STATION 2.

WHEREAS, the City Council adopted the Lakeridge Pump Station 2 project as part of the 2014 Water CIP budget; and

WHEREAS, the City Council approved the final plat of the Orchard Grove II plat in Resolution 2270 on February 12, 2013; and

WHEREAS, the City acquired the storm pond site for the Orchard Grove II plat as part of the final plat; and

WHEREAS, the Downtown Regional Storm pond that was constructed in 2009 included capacity to handle storm water generated from the Orchard Grove II plat; and

WHEREAS, The City identified the location of the Lakeridge Pump Station 2 site would be at the Orchard Grove II storm pond site; and

WHEREAS, The City is currently completing the design of the offsite water main improvements that will support the pump station project; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON HEREBY RESOLVES AS FOLLOWS:

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with RH-2 Consultants in the amount of $220,866.00.

PASSED BY THE CITY COUNCIL this 25th day of February, 2014.

Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney
PROFESSIONAL SERVICES AGREEMENT
City of Bonney Lake - Lakeridge 2 Booster Pump Station

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered
into this ____ day of __________, 2014, by and between the City
of Bonney Lake ("City") and RH2 Engineering, Inc. ("Consultant").

The parties hereby agree as follows:

1. **Scope of Work.** The Consultant shall perform all work and provide all materials described
in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this
reference. Such work shall be performed using facilities, equipment and staff provided by
Consultant, and shall be performed in accordance with all applicable federal, state and local laws,
ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the
performance of work pursuant to this Agreement. The Consultant shall make minor changes,
amendments or revisions in the detail of the work as may be required by the City, such work not
to constitute Extra Work under this Agreement.

2. **Ownership of Work Product.** Documents, presentations and any other work product
produced by the Consultant in performance of work under this Agreement shall be tendered to
the City upon completion of the work, and all such product shall become and remain the property
of the City and may be used by the City without restriction; provided, that any such use by the City
not directly related to the particular purposes for which the work product was produced shall be
without any liability whatsoever to the Consultant.

3. **Payment.** The Consultant shall be paid by the City for completed work and services
rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached
hereto and incorporated herein by this reference. Such payment shall be full compensation for
work performed or services rendered and for all labor, materials, supplies, equipment, and
incidents necessary to complete the work. All billings for compensation for work performed
under this Agreement shall list actual time and dates during which the work was performed and
the compensation shall be figured using the rates set out in Exhibit B; provided, that payment for
work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in
Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to
payment under this Agreement, which the Consultant may have against the City unless such
claims are specifically reserved in writing and transmitted to the City by the Consultant prior to
acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City
may have against the Consultant or to any remedies the City may pursue with respect to such
claims.

The Consultant and its sub consultants shall keep available for inspection, by the City, for a period
of three years after final payment, the cost records and accounts pertaining to this Agreement and
all items related to, or bearing upon, such records. If any litigation, claim or audit is started before
the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

5. **Extra Work.** The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. **Employment.** Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman’s Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant’s or Consultant’s employees’ work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant’s employees, while so engaged, shall be the sole obligation and responsibility of the Consultant, except as provided in Section 12 of this agreement. The Consultant’s relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees’ eligibility for employment. The consultant shall include a provision substantially the same as this section in any and all contracts with sub consultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the
City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City's obligation to pay Consultant in accordance with subsections A and B below.

A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant are terminated by the City for fault on the part of the Consultant, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; provided, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

10. **Termination by Consultant.** Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.

11. **Applicable Law; Venue.** The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.
12. Indemnification / Hold Harmless

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 negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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, 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. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance

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 performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. 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. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, 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.

3. **Workers’ Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** insurance appropriate to the Consultant’s profession.
B. 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 $1,000,000 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.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant’s insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.

2. The Consultant’s insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. 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 the Consultant before commencement of the work.

13. **Subletting or Assigning.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

16. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF BONNEY LAKE
By: ____________________________
   Neil Johnson Jr., Mayor

RH2 ENGINEERING, INC.
By: ____________________________
   Geoffrey G. Dillard, Director

**Attachments:**
Exhibit A: Scope of Work/Deliverables
Exhibit B: Fee Estimate
Exhibit C: Rates
EXHIBIT A: SCOPE OF WORK

The Consultant shall perform the following services as directed by the City:
EXHIBIT A
Scope of Work
City of Bonney Lake
Lakeridge 2 Booster Pump Station
February 2014

Background

The Lakeridge 2 Booster Pump Station (BPS) is identified in the City of Bonney Lake 2008 Water System Plan (WSP) as Capital Improvement Project (CIP) PZ3 “Booster Pump Station Lakeridge 810 Zone (south end),” along with required transmission improvements identified as CIP PZ4 “12-inch 182nd Avenue East and 84th Street East Water Main Upsizing.”

The WSP identifies the need for redundancy and additional capacity in the Lakeridge 810 Pressure Zone. Currently, the Lakeridge 810 Pressure Zone is operated as a closed pressure zone and utilizes supply from the lower 748 Pressure Zone. This operational scheme places a burden on the existing Lakeridge 748 Reservoir and limits the system’s ability to keep this tank full during periods of peak demand. In addition, the Lakeridge 810 Pressure Zone accounts for approximately 14 percent of the entire water system’s demand and relies solely on the operation of the City’s existing Lakeridge 1 Booster Pump Station (north end) for all of its source of supply. In the event of major equipment malfunction, this entire pressure zone could lose water service.

It is anticipated in the future the Lakeridge 810 Water Tank will be constructed and will include fire flow storage for the Lakeridge 810 Pressure Zone. Therefore, it is understood that the proposed booster pump station will be sized to provide for domestic demands only (fire flow component will not be included).

The WSP also identifies transmission deficiencies in the Lakeridge 810 Pressure Zone, particularly, in the south end of the pressure zone. Currently, the south end of this pressure zone is comprised of water mains that are undersized and constructed of unsuitable materials which will need to be replaced. In addition, transmission main improvements will be required to provide supply from the 748 Pressure Zone to the proposed booster pump station (BPS) (suction side). The proposed transmission improvements are being designed and will be constructed by the City of Bonney Lake (City) as a separate project.
APPRAOCH

The work for this project will be accomplished via the following activities with general projects administration efforts such as filing, scheduling, preparing client updates, invoices, etc. included in each phase.

- Phase 1 – Preliminary Engineering Design
- Phase 2 – Engineering Design for Booster Pump Station
- Phase 3 – Building Permit
- Phase 4 – Services During Bidding and Award
- Phase 5 – SCADA Programming (not included in this scope)
- Phase 6 – Services During Construction (not included in this scope)

PHASE 1 – PREDESIGN

Task 1 – Hydraulic Model Update

Objective: Analyze supply and demand data for the pressure zone. Update the existing hydraulic model to reflect existing and projected future conditions. Prepare current and projected future demand scenarios.

Approach:

1.1 Analyze available telemetry data from the City’s Supervisory Control and Data Acquisition (SCADA) system and operational scenarios.

1.2 Update model with operational parameters and estimate diurnal curve.

1.3 Update the existing hydraulic model with the City’s proposed future development improvements.

1.4 Update current and projected future demands and hydraulic conditions to establish modeling scenarios.

Assumptions: RH2 is entitled to rely on the accuracy and completeness of any data, information, or materials provided by the City or others in relation to the work.

City Deliverables:

- SCADA data in Excel (or CSV) format over a 24-hour period for the top ten (10) demand days from 2008 to 2013 for the following:
  - Sources;
  - Tank levels; and
  - The Lakeridge Booster Pump Station.

RH2 Deliverables:

- Current and projected future demand modeling scenarios.
Task 2 – Hydraulic Analysis

Objective: Model the domestic demands for the Lakeridge 810 Pressure Zone to generate system head curves to be used for the proposed pump selection and document the proposed system improvements.

Approach:
2.1 Review model operation.
2.2 Establish the capacity of the proposed booster pump station.
2.3 Run the model to identify water system deficiencies.
2.4 Run the model in steady state mode under current and future scenarios to develop system head curves.
2.5 Run the model in extended period simulation (EPS) mode under current and future scenarios to identify operational improvements to accommodate the proposed BPS.
2.6 Meet with the City to discuss the results of analyses. Size and select pump configuration to be used as the basis for the design of system improvements. Discuss proposed improvements and design criteria.

RH2 Deliverables:
- Summary of findings.
- System head curves.

Task 3 – Preliminary Booster Pump Station Construction Plans

Objective: Prepare preliminary design plans that illustrate the proposed BPS, site work, electrical work, structural work, and related improvements. Incorporate results of other tasks into the proposed BPS design.

Approach:
3.1 Review existing survey data in the field.
3.2 Format survey file to conform to RH2 standards.
3.3 Prepare preliminary floor plans.
3.4 Prepare preliminary structural plans showing anticipated building configuration and materials. Preliminary structural plans will include building elevations, foundation and floor plan, roof plan and building sections. The preliminary plans will include details illustrating size and working space and identify unique construction challenges.
3.5 Prepare preliminary mechanical plans illustrating piping and valve configuration and available working space and to identify unique construction challenges.
3.6 Prepare preliminary site and utility plans illustrating site and utility layout and integration with the facility, maintenance access, and construction activities.
3.7 Prepare preliminary electrical and control plans.
3.8 Review preliminary layouts with the City. Two (2) meetings are assumed.
3.9 Revise preliminary design to reflect comments from the City.

3.10 Coordinate and submit plans to Puget Sound Energy (PSE) for review of power requirements. Meet with PSE.

3.11 Coordinate and submit plans to CenturyLink for review of communication and telephone requirements. Meet with CenturyLink.

Assumptions: For the purpose of this task, the following assumptions apply.

- The site is currently utilized as a stormwater pond. It is assumed that the City will fill in the site to provide a firm and sound pad for the construction of the proposed improvements.

- The City will provide all geotechnical information needed for the design of the proposed facility. If additional information is needed, it will be handled via contract amendment.

- This Scope of Work does not include geotechnical services to assist the City during the filling in of the pond.

- It is assumed that there will be no significant issues resulting from the proposed fill or the presence of rock, groundwater, or geologic hazards in this area that will have considerable impact on the design and this Scope of Work reflects these assumptions. If potential issues are discovered during the field investigation, supplemental work may be required, including, but not limited to, additional subsurface investigation (e.g., additional test pits or borings) and specific analysis geared towards analyzing and mitigating groundwater and/or geologic hazards (e.g., slope stability calculations, etc.).

- The Scope of Work and Fee Estimate for this task are based on the project team’s assumption that the BPS will be a rectangular, above-grade, concrete masonry unit (CMU) structure, two (2) rooms (one (1) pump room and one (1) emergency generator room), inlet pipe gallery, and an on-site emergency generator with an exterior diesel fuel tank.

- The survey of the proposed BPS site has previously been prepared by Parametrix. It is assumed that the existing field survey is accurate and complete, and the additional field surveying will not be required. As such, RH2 will rely on the existing survey data. If additional information is required, then that the City will contract directly with Parametrix or another surveying firm to update the survey accordingly.

RH2 Deliverables:

- Two (2) sets of half-size preliminary design plan and details that identify the major site, structure, mechanical, and electrical layouts.
Task 4 - Prepare Preliminary Specifications

Objective: Develop preliminary project specifications to accompany construction plans.

Approach:
4.1 Develop technical specifications using RH2 technical specifications tailored for this project.
4.2 Develop non-technical specifications using the City’s standard legal documents.
4.3 Develop schedule of prices, measurement and payment descriptions, and summary of probable construction cost.

RH2 Deliverables:
- One (1) set of preliminary project specifications for review.

Task 5 - DOH Project Report

Objective: Prepare and submit to the City a project report for the Washington State Department of Health (DOH).

Approach:
5.1 Prepare draft project report conforming to Washington Administrative Code (WAC) 246-290 requirements.
5.2 Modify the project report based on the City’s review comments.
5.3 Prepare and submit the project report to DOH.
5.4 Modify the report based on DOH review comments and resubmit.

RH2 Deliverables:
- DOH project report.

PHASE 2 - FINAL ENGINEERING DESIGN FOR BOOSTER PUMP STATION

Task 6 - Prepare 90-percent Review Plans for Booster Pump Station Construction

Objective: Prepare design plans that illustrate the improvements to the City’s water system based on incorporating the results of other tasks and review of the preliminary design with City staff.

Approach:
6.1 Update the preliminary design for the proposed BPS.
6.2 Prepare structural calculations for the building design.
6.3 Update project details as necessary.
6.4 Update schedule of prices, measurement and payment descriptions, and summary of probable construction cost.
Assumptions: For the purpose of this task, the following assumptions apply.

- The Scope of Work and Fee Estimate are based on the assumption that the proposed BPS capacity and other design criteria do not change significantly from what was anticipated at the beginning of the preliminary design phase of the project. If significant changes occur during the preliminary design phase then scope modifications may be required for the final design of the booster pump station.

- The following plan sheets are anticipated.
  - Cover, general information and details (three (3) sheets).
  - Site work (six (6) sheets): existing site, construction and temporary erosions and sediment control (TESC), utilities, stormwater, details, and proposed site plan.
  - Landscaping (two (2) sheets).
  - Structural (six (6) sheets): architectural elevations sheet, foundation and floor plan, roof plan, structural sections and details.
  - Mechanical (four (4) sheets): major, minor and details, and pump design.
  - Electrical (eight (8) sheets): legend, one-line, electrical site plan, power distribution and signal plan, lighting and receptacle plan, motor control center details, electrical details and electrical schedules.
  - Emergency Power System (one (2) sheets): engine generator details and fuel tank details.
  - Control and Telemetry (eight (8) sheets): control logic diagrams, telemetry panel layout, telemetry power and communications diagrams, telemetry input and output wiring diagrams.
  - City Standard Details (three (3) sheets).

RH2 Deliverables:
- Construction plans and details for final review.

Task 7 – Finalize Plans and Specifications

Objective: Finalize construction plans and specifications.

Approach:

7.1 Perform an in-house engineering review of the construction design plans and specifications to compare to project requirements and City standards.

7.2 Incorporate in-house review comments into design plans and specifications.

7.3 Attend one (1) meeting with City staff to review plans and specifications and obtain staff comments.

7.4 Finalize plans, specifications, and bid documents per City input.

7.5 Finalize schedule of prices, measurement and payment descriptions, and summary of probable construction cost.
RH2 Deliverables:
- One (1) set of project documents for the City review and approval.

PHASE 3 – PERMITTING

Task 8 – Permitting

Objective: Assist the City with the permit and approval processes required for the project. Prepare and submit required permit applications and other agency submittal forms.

Permitting Scope Overview: The following information represents the project team’s current understanding regarding the type and level of effort that will be required to permit this project for construction.

Approach:

8.1 Prepare for and attend a pre-development conference with reviewing agency as required.
8.2 Prepare NREC forms and TESC plan.
8.3 Prepare submittal package for DOH construction plan review per WAC 246-290.

Assumptions: For the purpose of this permitting task, the following assumptions apply.

- It is assumed that the reviewing agency for the Commercial Building permit and associated permits will be the City.
- The City will prepare and process SEPA checklist. A Determination of Nonsignificance is anticipated.
- Critical Areas review is not applicable to this project.
- Essential Facility compliance and Conditional Use permit are not needed for this project.
- Site Development Review will not require a Stormwater Report. It is understood that stormwater will be routed to the on-site pipe that connects to a regional stormwater pond owned and operated by the City. Only TESC Plans will be applicable to this project.
- No federal permitting, federal biological assessments or evaluations, or U.S. Army Corps of Engineers permitting or jurisdiction coordination will be involved. Based on preliminary aerial photograph review, it appears reasonable that work in jurisdictional wetlands and in-stream construction activities can be avoided. Therefore, no tasks have been included to accommodate these issues.
- It is assumed that the City will conduct Cultural Resources investigation and that tribal coordination or facilitation will not be needed or conducted.
- The City will apply for and pay all permit fees.
- The City will reproduce all necessary plans and permit application forms to satisfy submittal requirements.
- Any monitoring, more detailed scientific assessment, or other requirements imposed as part of the permit approval process will require an additional authorization and a modification to the Scope of Work.
- All permitting related work will be conducted on a time and expense basis with the goal that the required permitting can be accomplished within the proposed permitting budget.
City Deliverables:

- Summary for pre-development conference.
- State Environmental Policy Act (SEPA) Compliance
- Site Development Permit
- Commercial Building Permit
- Driveway Permit
- Fuel Tank Permit
- Commercial Building Permit Application.
- SEPA Compliance Documentation.
- Proof of Ownership.
- Water Connection Application.
- Certificate of Sewer Availability.
- Sewer Connection Application.
- Emergency Vehicle Access.
- Road Approach Permit.
- Permit application packages and fees.

**RH2 Deliverables:** Commercial Building Permit attachments:

- Site Plan.
- Building Elevations.
- Vicinity Map.
- Construction Drawings.
- NREC Forms.
- Structural Calculations.

One (1) set of half-size construction plans and specifications for DOH construction approval.
PHASE 4 – SERVICES DURING BIDDING AND AWARD

Task 9 – Services During Bidding and Award

Objective: Assist the City in securing bids and awarding the contract for the construction of the proposed BPS.

Approach:

9.1 Prepare the bid documents. It is assumed that six (6) sets of documents will be produced, with four (4) sets being for City staff and two (2) sets for RH2. Provide PDF version of plans and specifications to the City.

9.2 Respond to questions from bidders and suppliers during the bidding process as requested by the City.

9.3 Issue addenda through the City when determined necessary to clarify, revise, or change construction plans, technical specifications or contract conditions during the bidding process. It is assumed that one (1) addendum will be issued during the bidding process.

City Deliverables:

- Bid tabulation.
- Review of contractor’s qualifications.
- Issue of letter of recommendation.

RH2 Deliverables:

- Bid documents and addenda if required in electronic format.

PHASE 5 – SCADA PROGRAMING (to be included in a separate contract)

PHASE 6 – SERVICES DURING CONSTRUCTION (to be included in a separate contract)
EXHIBIT B: FEE ESTIMATE
### Estimate of Time and Expense

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<td>Finalize schedule</td>
<td>$31</td>
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<td>Preliminary Booster Pump Station Construction</td>
<td>$608</td>
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<td>3.2</td>
<td>Review survey data</td>
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<td>3.3</td>
<td>Format survey file</td>
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<td>3.4</td>
<td>Prepare preliminary floor plans</td>
<td>$982</td>
<td>$8,949</td>
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<td>3.5</td>
<td>Prepare preliminary structural plans</td>
<td>$982</td>
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<tr>
<td>3.6</td>
<td>Prepare preliminary mechanical plans</td>
<td>$639</td>
<td>$5,883</td>
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<tr>
<td>3.7</td>
<td>Prepare preliminary site and utility plans</td>
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<td>3.8</td>
<td>Review preliminary layouts with the City, two (2)</td>
<td>$120</td>
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<td>4.1</td>
<td>Revise preliminary design per City comments</td>
<td>$1,249</td>
<td>$9,793</td>
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<td>4.2</td>
<td>Finalize plans and submit to City to review</td>
<td>$61</td>
<td>$1,565</td>
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<td>4.3</td>
<td>Submit plans to PSE for review</td>
<td>$54</td>
<td>$1,272</td>
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<td>4.4</td>
<td>Submit plans to CenturyLink</td>
<td>$81</td>
<td>$1,466</td>
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<td>4.5</td>
<td>Develop technical specifications</td>
<td>$140</td>
<td>$3,206</td>
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<tr>
<td>4.6</td>
<td>Develop non-technical specifications</td>
<td>$110</td>
<td>$1,957</td>
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<td>4.7</td>
<td>Develop schedule of prices and probable construction</td>
<td>$219</td>
<td>$6,707</td>
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<td>5.1</td>
<td>DCP Project Report</td>
<td>$469</td>
<td>$11,869</td>
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<td>5.2</td>
<td>Prepare draft project report</td>
<td>$508</td>
<td>$8,674</td>
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<td>5.3</td>
<td>Modify the project report based on the City’s review</td>
<td>$268</td>
<td>$5,484</td>
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<td>5.4</td>
<td>Submit the project report to DCP and City</td>
<td>$101</td>
<td>$1,943</td>
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<tr>
<td>5.5</td>
<td>Finalize report based on DCP review comments</td>
<td>$170</td>
<td>$3,550</td>
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<td>6.1</td>
<td>Prepare 90-percent review plans for Booster Pump</td>
<td>$1,066</td>
<td>$19,636</td>
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<td>6.2</td>
<td>Update the preliminary design for the BPS</td>
<td>$2,585</td>
<td>$35,465</td>
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<td>6.3</td>
<td>Prepare structural calculations for buildings</td>
<td>$788</td>
<td>$8,970</td>
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<td>6.4</td>
<td>Review project details</td>
<td>$1,778</td>
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<td>6.5</td>
<td>Update probable construction cost</td>
<td>$515</td>
<td>$6,823</td>
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<td>7.1</td>
<td>Finalize Plans and Specifications</td>
<td>$735</td>
<td>$6,880</td>
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<td>7.2</td>
<td>Incorporate in-house review comments into plans</td>
<td>$209</td>
<td>$4,166</td>
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<td>7.3</td>
<td>Attend one (1) meeting with City staff to review</td>
<td>$471</td>
<td>$2,016</td>
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<td>7.4</td>
<td>Finalize plans, specifications, and bid documents</td>
<td>$522</td>
<td>$5,595</td>
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<td>7.5</td>
<td>Finalize schedule of prices, measurement and payment</td>
<td>$510</td>
<td>$6,620</td>
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<td>8.1</td>
<td>Permits</td>
<td>$244</td>
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<td>8.2</td>
<td>Submit plans for PSE review</td>
<td>$706</td>
<td>$3,603</td>
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<td>9.1</td>
<td>Prepare bid documents</td>
<td>$1,220</td>
<td>$3,896</td>
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<td>9.2</td>
<td>Respond to questions from bidders</td>
<td>$110</td>
<td>$3,394</td>
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<td>9.3</td>
<td>Issue one (1) addendum through the City</td>
<td>$299</td>
<td>$3,107</td>
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<td>9.4</td>
<td>Issuance of addendum</td>
<td>$1,539</td>
<td>$10,497</td>
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**PROJECT TOTAL** | $18,572 | $220,866 |
Exhibit C: Rates
EXHIBIT C  
RH2 ENGINEERING, INC.  
SCHEDULE OF RATES AND CHARGES  

2014 HOURLY RATES

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>RATE</th>
<th>CLASSIFICATION</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional</td>
<td>IX</td>
<td>$203.00</td>
<td>Technician</td>
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<tr>
<td>Professional</td>
<td>VIII</td>
<td>$203.00</td>
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</tr>
<tr>
<td>Professional</td>
<td>VII</td>
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<tr>
<td>Professional</td>
<td>VI</td>
<td>$180.00</td>
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<td>Professional</td>
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<td>Professional</td>
<td>IV</td>
<td>$162.00</td>
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<td>Professional</td>
<td>III</td>
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<td>Professional</td>
<td>II</td>
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<tr>
<td>Professional</td>
<td>I</td>
<td>$131.00</td>
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IN-HOUSE SERVICES

<table>
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<tr>
<th>Service Description</th>
<th>Rate</th>
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<tr>
<td>8.5&quot; x 11&quot;</td>
<td>$0.09</td>
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<tr>
<td>8.5&quot; x 14&quot;</td>
<td>$0.14</td>
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<tr>
<td>11&quot; x 17&quot;</td>
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<tr>
<td>8.5&quot; x 11&quot; (color)</td>
<td>$0.90</td>
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<tr>
<td>8.5&quot; x 14&quot; (color)</td>
<td>$1.20</td>
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<tr>
<td>11&quot; x 17&quot; (color)</td>
<td>$2.00</td>
</tr>
<tr>
<td>CAD Plots Large</td>
<td>$25.00</td>
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<tr>
<td>CAD Plots Full Size</td>
<td>$10.00</td>
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<tr>
<td>CAD Plots Half Size</td>
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<tr>
<td>CAD System Per Hour</td>
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<tr>
<td>GIS System Per Hour</td>
<td>$27.50</td>
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<tr>
<td>Technology Charge</td>
<td>2.5% of Direct Labor</td>
</tr>
<tr>
<td>Mileage</td>
<td>Current IRS Rate</td>
</tr>
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</table>

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.
TO: City of Bonney Lake
PO Box 7380
Bonney Lake, WA 98391

Sent via: US Mail

WE ARE SENDING YOU THE FOLLOWING:

<table>
<thead>
<tr>
<th>X</th>
<th>Attached</th>
<th>Under Separate Cover Via:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Shop Drawings Prints Plans Samples Specifications</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Copy of Letter Change Order Submittals</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COPIES</th>
<th>DATE</th>
<th>NO.</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>2</td>
<td>2-14-14</td>
<td>20/pgs ea</td>
<td>Professional Services Agreement for Lakeridge 2 Booster Pump Station</td>
</tr>
</tbody>
</table>

THESE ARE TRANSMITTED AS CHECKED BELOW:

For approval | Approved as submitted | Resubmit copies for approval |
For your use | Approved as noted | Submit ___ copies for distribution |
As requested | Returned for corrections | Return ___ corrected prints |
For your information | X | Signature |
For review and comment | For bids due: | Prints returned after loan to us |

REMARKS:

Enclosed are two (2) originals of the Professional Services Agreement for the above-referenced project, which have been signed by RH2. Please sign both originals and return one to:

RH2 Engineering, Inc.
Attn: Accounting
22722 29th Drive SE, Suite 210
Bothell, WA 98021

COPY TO: File, Accounting
SIGNED: Geoff Dillard, P.E.
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: PW / Douglas Budzynski
Meeting/Workshop Date: 25 February 2014
Agenda Bill Number: AB14-31

Agenda Item Type: Resolution
Ordinance/Resolution Number: 2362
Councilmember Sponsor: Donn Lewis

Agenda Subject: Award contract to RH-2 Consultants for services to design the Lakeridge 2 Booster Pump Station

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract To Award The Professional Services Agreement To RH-2 Consultants To Design The Lakeridge 2 Booster Pump Station..

Administrative Recommendation:

Background Summary: The City Council adopted the 2014 Water CIP Budget that included upgrades to the water system that will improve the on demand pressures inside the 810 pressure zone of the water system. The Public Works Department decided to use the recently platted Orchard Grove 2 storm pond as the site for the future Lakeridge 2 Booster Pump Station as part of this upgrade. In turn, the City will be adding the stormwater needs of the Orchard Grove 2 plat to the current Downtown Regional Storm Pond. Phase 1- design for Offsite Improvements contract awarded in 2013 in the amount of $95,298 and there is $58,780 remaining on the contract as of December 31, 2013. 2014 Budget is $2,750,000 with $58,780 encumbered as of January 1, 2014.

Attachments: Resolution 2362, Contract, Area Map

BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
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</thead>
<tbody>
<tr>
<td>$2,750,000</td>
<td>$2,691,220</td>
<td>$220,866</td>
<td>$2,470,354</td>
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Budget Explanation: 401.073.034.594.34.63.04 - Lakeridge 810 Zone BPS at 84th S Revenue - Water SDCs

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development
Date: 18 February 2014
Approvals:
- Chair/Councilmember: Donn Lewis
- Councilmember: Randy McKibbin
- Councilmember: Jim Rackley

Forward to: Yes No
Consent Agenda: Yes No

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):
Meeting Date(s):
Public Hearing Date(s):
Tabled to Date:

APPROVALS

Director: Dan Grigsby, P. E.
Mayor: Neil Johnson Jr.
Date Reviewed by City Attorney: (if applicable)