RESOLUTION NO. 2426

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, AUTHORIZING A CONTRACT WITH RH-2 CONSULTANTS, INC. FOR SERVICES TO UPDATE THE COMPREHENSIVE WATER SYSTEM PLAN.

WHEREAS, the City Council passed Ordinance 1341, on December 22, 2009, adopting the 2009 Comprehensive Water System Plan; and

WHEREAS, the Water Use Efficiency (WUE) permit given by the Department of Health expired on January 22, 2014; and

WHEREAS, the Department of Health has issued an extension of the WUE permit with the understanding that the City will be updating the water system plan in the next year; and

WHEREAS, the City’s Comprehensive Water System Plan is referenced in the City Comprehensive Plan; and

WHEREAS, the City has scheduled to complete a thorough City Comprehensive Plan update June 30, 2015; and

WHEREAS, RH-2 Consultants, Inc. has submitted a scope of work to complete a Comprehensive Water System Plan Update in the amount of $150,000.

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, Inc.

PASSED by the City Council this 28th day of October, 2014.

Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

Kathleen Haggard, City Attorney
PROFESSIONAL SERVICES AGREEMENT  
City of Bonney Lake – Comprehensive Water System Plan Update

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 28th day of October, 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 incidentals 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: [Signature]

Attachments:
- Exhibit A: Scope of Work/Deliverables
- Exhibit B: Fee Estimate
- Exhibit C: Rates
This Scope of Work includes tasks necessary to for RH2 Engineering, Inc., (RH2) update the City of Bonney Lake's (City) Comprehensive Water System Plan (WSP) and evaluate the ability of the City's water system to meet the needs of existing and projected future water system customers throughout the 20-year planning period. This Scope of Work is based on published regulatory requirements for comprehensive water system plans known at the time of this writing. If new or expanded regulatory requirements are published during the course of this project, a contract amendment, along with a scope of work and fee estimate, can be provided for the additional work needed to satisfy the requirements.

Available resources from the previous planning work will be utilized to reduce the level of effort necessary for this WSP update. Attached as Exhibit B is a list of data to be provided by the City prior to commencement of the activities contained in this Scope of Work. To reduce redundancy in effort, RH2 will rely on the accuracy and completeness of any data, information, or materials provided by the City or others in relation to the work. It is anticipated that the City will contract directly with FCS Group to prepare the financial analysis.

**Activity 1 – Data Collection and DOH Coordination**

**Objective:** Assist the City in collecting data for the water system planning process. Coordinate with the Washington State Department of Health (DOH) throughout the development of the WSP.

**Tasks:**

1. Coordinate with City staff during the data collection process. This includes coordinating via telephone, submitting the list of data needed, and reviewing data provided by the City.
2. Attend one (1) meeting with City staff to review collected data.
3. Coordinate with DOH throughout the planning process to provide schedule and progress reports towards completion of the WSP.

**Activity 2 – Introduction and Existing Water System Description (Chapters 1 and 2)**

**Objective:** Provide information to update the existing Introduction (Chapter 1) and Water System Description (Chapter 2) chapters of the WSP.

**Tasks:**

1. Review existing system information that has changed since last plan.
2. Provide a brief overview of the current operation of the existing water system.
3. Update the existing system tables to reflect current conditions.
4. Update the following color figures.
   - Figure 1 – Water Service Area and Adjacent Systems
City of Bonney Lake
Comprehensive Water System Plan Update

Exhibit A – Scope of Work

- Figure 2 – Existing Water System
- Figure 3 – Existing Hydraulic Profile

RH2 Deliverables: Descriptions and figures of existing system components for City review and comment.

ACTIVITY 3 – LAND USE AND POPULATION (CHAPTER 3)

Objective: Provide information to update the existing Land Use and Population (Chapter 3) chapter of the WSP. Work with the City’s Planning Department to obtain planning-related information and identify impacts on the City’s water system.

Tasks:

3.1 Update existing and projected future land use patterns in and adjacent to the City and impacts on existing and future facilities and water sources for the water system.

3.2 Prepare DOH’s Consistency Statement Checklist for each planning agency that governs the WSP, which includes local and county planning jurisdictions: Pierce County (County), City of Auburn, and the City of Bonney Lake.

3.3 Identify current and projected housing trends and household sizes within the City’s service area based on available information from City staff, as well as county and state population data.

3.4 Include a table of 6-year, 10-year and 20-year population projections for both the City and the water service area that comply with the Growth Management Act (GMA).

3.5 Update the following color figure.
- Figure 4 – City and County Land Use

RH2 Deliverables: Updated population projections and land use figure. Consistency Statement Checklists for pertinent planning agencies.

ACTIVITY 4 – WATER DEMANDS (CHAPTER 4)

Objective: Provide information to update the existing Water Demand (Chapter 4) chapter of the WSP. Review historical water use and forecast future water demands of the system.

Tasks:

4.1 Tabulate monthly totals of metered consumption for each customer class and the average number of accounts in service for each year from 2007 through 2014 based on available information provided by the City. Identify the seasonal variations in consumption for each customer class.

4.2 Tabulate ten (10) to twenty (20) of the largest water users and the total water use of each for the year 2014.

4.3 Tabulate monthly and yearly totals of water supply from each supply facility from 2007 through 2014.

4.4 Calculate per capita demands based on the average day demand and water system population data from 2007 through 2014.
4.5 Calculate the number of equivalent residential units (ERUs) within the system based on the water consumption and supply data.

4.6 Identify the total amount of distribution system leakage from 2007 through 2014. Calculate the three (3)-year rolling average of the distribution system leakage.

4.7 Tabulate total consumption of customers within each pressure zone based on the hydraulic model and the parcel-consumption database provided by the City.

4.8 Calculate the system average day demand based on the yearly water supply data from 2007 through 2014.

4.9 Estimate the system’s peak day and peak hour demands.

4.10 Prepare a table of general fire flow requirements of each land use classification and identify buildings with the largest fire flow requirements within the service area.

4.11 Document the historical demands from 2007 through 2014.

4.12 Document the current and past efforts for water use efficiency and their impact on water demand over the past six (6) years. Describe the water use efficiency improvements.

4.13 Develop 1, 2, 3, 4, 5, 6, 10 and 20-year demand projections based on projected water system population data and historical per capita demands. Demand projections shall be tabulated with and without additional water use reductions from the proposed water use efficiency program.

4.14 Describe the basis for and results of the existing and future water demand evaluation.

4.15 Evaluate, describe and prepare a graphic or table to demonstrate the seasonal variations in consumption patterns for each customer class.

4.16 Provide the following tables, each integrated within the chapter text.
   - Average Annual Metered Consumption and Service Connections
   - 2014 Largest Water Users
   - Historical Supply and Per Capita Demands
   - Existing Demands by Pressure Zone
   - Demands by Supply Facility
   - Equivalent Residential Units
   - Distribution System Leakage
   - Peak Demands and Demand Ratios
   - General Fire Flow Requirements
   - Future Water Demand Projections
   - Future ERU Projections

RH2 Deliverables: Updated demand analysis and tables of historic and projected demand data for City review and comment.
ACTIVITY 5 – POLICIES AND DESIGN CRITERIA (CHAPTER 5)

Objective: Provide information to update the existing Policies and Design Criteria (Chapter 5) chapter of the WSP. Review existing policies and design criteria and recommend changes to these policies so that facilities could meet design standards.

Tasks:

5.1 Review existing policies and recommend additional or revised policies so that future City facilities could meet minimum and acceptable design standards and criteria. Use DOH, Environmental Protection Agency, American Water Works Association, and standard engineering practices as the basis for identifying policies, criteria and requirements.

RH2 Deliverables: Updated policies and design criteria for City review and comment.

ACTIVITY 6 – WATER SOURCE AND QUALITY (CHAPTER 6)

Objective: Provide information to update the existing Water Source and Quality (Chapter 5) chapter of the WSP. Identify the City’s water quality monitoring requirements and results of recent monitoring, and prepare an inventory of existing water sources and water rights.

Tasks:

6.1 Update the detailed descriptions of the existing water sources and treatment.

6.2 Document the City’s current long-term water supply planning efforts.

6.3 Summarize the City’s current water rights. Incorporate the proposed valuation of the City’s existing water right documents that Mr. Tom Pars will complete.

6.4 Perform a water rights evaluation that compares current water rights with existing and projected demands and prepare water right self-assessment forms.

6.5 Document water supply characteristics and foreseeable effects from existing and projected future water use on the water quantity and quality of the bodies of water from which the City withdraws supply. Describe water supply characteristics by identifying seasonal source variability, water rights limitations, water reliability and legal constraints. Utilize existing data and studies available from the City.

6.6 Provide an overview of existing and future drinking water regulations, the Safe Drinking Water Act (SDWA) and the Endangered Species Act (ESA). Describe the impacts of the regulations on the City.

6.7 Identify the water quality monitoring requirements for the City’s water system.

6.8 Summarize the results and compliance status of recent source and distribution system water quality monitoring.

6.9 Identify potential improvements for compliance with the current water quality requirements.
RH2 Deliverables: Summarize the updated evaluation of existing water rights, including descriptions of existing water quality monitoring requirements and results of recent monitoring for City review and comment. Completed water rights self-assessment forms.

**ACTIVITY 7 – WATER SYSTEM ANALYSES (CHAPTER 7)**

**Objective:** Provide information to update the existing Water System Analysis (Chapter 7) chapter of the WSP. Evaluate each water system component to identify deficiencies and recommend improvements. Utilize the hydraulic model of the City’s water system to perform hydraulic analyses.

**Tasks:**

7.1 Examine each of the existing pressure zones and identify areas of low and high pressures. Include a table showing each existing zone, its maximum and minimum service elevation, and service pressures (at static conditions).

7.2 Calculate the quantity of water supply required for the existing and future conditions, and compare those requirements to the system’s existing supply capability.

7.3 Identify and describe supply facility deficiencies.

7.4 Based on the requirements contained in Washington Administrative Code (WAC) 246-290-235 and the DOH Water System Design Manual, calculate the quantity of water storage required for the existing and projected future system and compare those requirements to the existing storage capacity of the system.

7.5 Identify and briefly describe storage deficiencies.

7.6 Document the hydraulic analysis criteria and hydraulic model settings for the distribution system analyses.

7.7 Using the hydraulic model of the water system, perform a steady state hydraulic analysis of the system simulating a peak hour demand condition with no fire flows to determine the pressures and flow distribution during this demand condition.

7.8 Perform a steady state fire flow analysis for each node in the system while simulating peak day demands to determine the capability of the existing system to provide adequate flows and pressures and identify existing system deficiencies.

7.9 Input future demand data into the hydraulic model’s nodes using the results from the future water demand evaluation. Demand distribution shall be based on estimates of future growth allocations.

7.10 Based on the results of the existing system hydraulic analysis and identification of deficiencies, identify and input proposed water system improvements into the model.

7.11 Perform a steady-state fire flow analysis for each node in the system while simulating future peak day demands to review that the proposed improvements eliminate existing system deficiencies and are sized properly to accommodate anticipated growth based on meeting the City’s policies and design criteria. Repeat the analyses for the six (6)-year, ten (10)-year and twenty (20)-year projections until existing system deficiencies have been addressed.
7.12 Prepare a table that summarizes the results of the existing system and future system fire flow analyses.

7.13 Identify and describe distribution system deficiencies and the results of the hydraulic analyses.

7.14 Review and discuss known existing system deficiencies and unsuitable pipe materials from data provided by the City.

7.15 Evaluate the City’s existing pressure reducing valve stations (PRV) and identify deficiencies.

7.16 Evaluate the City’s existing interties and identify deficiencies.

7.17 Evaluate the City’s existing booster pump stations (BPS) and identify deficiencies.

7.18 Evaluate the City’s existing telemetry and supervisory control system and identify deficiencies.

7.19 Perform an existing system capacity analysis and a six (6)-year projected system capacity analysis to determine the unused, available system capacity expressed in ERUs. Prepare a six (6)-year projected system capacity analysis with proposed improvements. Document the criteria and results of the analyses.

7.20 Meet with City staff to discuss the system analyses, deficiencies and recommended improvements.

7.21 Update the following tables, each integrated within the chapter text, and figures.

- Minimum and Maximum Distribution System Pressures
- Existing Water Supply Evaluation
- Future Water Supply Requirements
- Existing Storage Evaluation
- Future Storage Requirements
- Hydraulic Analyses Summary
- Existing System Capacity Analysis
- Six-year System Capacity Analysis
- Figure 5 – Existing Pipe Materials
- Figure 6 – Existing Pipe Diameters

**RH2 Deliverables:** Descriptions, tables and figures of existing water system analyses for City review and comment. Attendance at one (1) meeting with City staff.

**ACTIVITY 8 – OPERATIONS AND MAINTENANCE (CHAPTER 8)**

**Objective:** Provide information to update the existing Operations and Maintenance (Chapter 8) chapter of the WSP. Document the water system's operations and maintenance (O&M) program for use in the WSP.

**Tasks**

8.1 Document the current water staff organization and prepare an organizational chart.
8.2 Prepare a table listing all water operations personnel, and their position and certification.
8.3 Provide a brief description of the key responsibilities of the water operations personnel.
8.4 Provide a list of major equipment, supplies, and chemicals used by the water system.
8.5 Based on information collected from City staff during the facility visit, document the current O&M programs, suggest operational changes to improve reliability and service, and identify their associated cost impacts.
8.6 Comment on the general impacts and effects of changing water quality requirements regarding operations and maintenance responsibilities.
8.7 Identify safety procedures that must be followed for potential workplace hazards. Incorporate the existing safety program activities and recent Labor and Industries’ inspection reports.
8.8 Prepare a brief description of the City’s existing Emergency Response Plan (ERP) and Vulnerability Assessment. For security purposes, a copy of the Vulnerability Assessment will not be included in the WSP.
8.9 Identify procedures for keeping and compiling records and reports. Provide a general list of records on file and identify where they are filed.
8.10 Identify maintenance schedules for each facility.
8.11 Evaluate staffing requirements and document recommendations.
8.12 Identify operations and maintenance improvements.
8.13 Provide the following tables, each integrated within the chapter text.
   • Organization Chart
   • Personnel Certification
   • Major Equipment and Chemicals
   • Staffing Requirements

RH2 Deliverables: Descriptions and tables documenting the City’s existing O&M program for use in the WSP. Evaluation and recommendations of staffing requirements.

ACTIVITY 9 – CAPITAL IMPROVEMENT PROGRAM (CHAPTER 9)

Objective: Provide information to update the existing Water System Improvements (Chapter 9) chapter of the WSP. Describe and schedule improvements to address deficiencies identified in the water system analyses. Prepare planning-level cost estimates for each project identified.

Tasks:
9.1 Briefly describe water system improvements that have been completed since the last WSP update.
9.2 Prepare a list of proposed water system improvements based on the results of the existing system and proposed system analyses. Briefly describe each group of related improvements and the purpose/benefit of the improvements.
9.3 Review and make recommendations for changes to the City’s existing standards for system
replacements, rehabilitations, and extensions.

9.4 Prepare a planning-level approximate cost estimate for each improvement based on current industry prices.

9.5 Coordinate with City staff to establish City criteria for prioritizing and scheduling improvements. Prioritization and scheduling will consider other scheduled projects based on information provided by the City.

9.6 Schedule improvements based on the results of the City’s prioritization.

9.7 Prepare a table of capital improvement projects (CIP) that includes an improvement identification number, a brief description of each improvement, the associated cost estimate and the scheduling of the improvements on an annual basis for the first six (6) years and at six (6)-year intervals for the twenty (20)-year planning period.

9.8 Describe the criteria and procedures used for prioritizing and scheduling improvements.

9.9 Provide the following tables, each integrated within the chapter text, and figures.

- Improvements Completed since Last WSP
- Water Main Improvements Priority Ranking Criteria
- Water Main Improvements Priority Ranking
- Proposed Improvements Implementation Schedule
- Figure 7 - Proposed Water System Improvements
- Figure 8 - Proposed Pressure Zones
- Figure 9 - Proposed Improvements Hydraulic Profile

9.10 Meet with City staff to discuss the water system improvements and the proposed schedule of implementation.

RH2 Deliverables: Draft CIP tables and figures for City review and comment. GIS files containing proposed water main improvements. Attendance at one (1) meeting with City staff.

**ACTIVITY 10 – FINANCIAL ANALYSIS (CHAPTER 10)**

**Objective:** Provide overall review and coordination with the City’s financial consultant, FCS Group, for preparation of the financial analysis. The City will contract directly with FCS Group for the preparation of the financial analysis chapter of the WSP.

**Tasks:**

10.1 Coordinate with the financial consultant during the project to provide information in support of the financial analysis chapter.

10.2 Attend one (1) meeting with City staff and RH2 to review draft and/or final results, if requested by the City, before finalizing the Financial Chapter.

**Deliverable:** Attendance at one (1) meeting with City, RH2, and FCS Group staff.

**ACTIVITY 11 – EXECUTIVE SUMMARY AND APPENDICES**

**Objective:** Update the Executive Summary and prepare the miscellaneous appendices for the WSP.
Tasks:

11.1 Update the Executive Summary to include the significant changes that have occurred since the previous WSP was completed.

11.2 Obtain from the City a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance (DNS) to include in the appendices.

11.3 Obtain from the City all service area and intertie agreements and include in the appendices.

11.4 Obtain from the City all copies of applicable City resolutions/ordinances and include in the appendices.

11.5 Include copies of Water Facilities Inventory (WFI) forms.

11.6 Include copies of water right certificates and permits.

11.7 Include a copy of the most recent Consumer Confidence Report.

11.8 Include a copy of City construction standards.

11.9 Include copies of water system facilities data, consistency statement checklists, and agency review comments.

RH2 Deliverables: Miscellaneous appendices for inclusion in the WSP.

ACTIVITY 12 – DRAFT WSP REVIEW AND PRINTING

Objective: Produce 95-percent draft copies of the WSP for review by City staff and update based on comments received from the review.

Tasks:

12.1 Develop a cover format that includes the WSP name and revision date.

12.2 Bind draft WSP documents in three-ring binder format for easy editing, updating, and cataloging. Print up to five (5) sets of the draft WSP for the City’s review.

12.3 Meet with City staff to present an overview of the WSP recommendations and discuss comments the 95-percent review.

12.4 Revise the WSP based on City review comments.

Deliverables: Up to five (5) sets of the draft WSP in three-ring binder format. Attendance at one (1) meeting with City staff to present an overview of the draft WSP.

ACTIVITY 13 – FINAL DRAFT WSP PRINTING AND PRESENTATION

Objective: Prepare a final draft of the WSP and submit it to review agencies and adjacent water purveyors.

Tasks

13.1 Attend one (1) meeting to present the results of the initial planning analyses to City staff, the City Council, and the public. This meeting will be used to meet the public forum requirements of the City’s water use efficiency program. Present the water use efficiency goals for adoption by the City Council.
13.2 Bind the final WSP documents and print up to ten (10) sets of the WSP and color figures.

13.3 Create an electronic PDF document, including chapters, appendices and figures of the WSP. The electronic WSP will contain hyperlinks and an organizational format that will be fully functional. Provide up to five (5) copies of the electronic plan on CD format.

13.4 Submit the final WSP to adjacent water systems for review and comment.

13.5 Submit the final WSP to the County and DOH for review.

**RH2 Deliverables:** Up to ten (10) sets of the final WSP in three-ring binder format and five (5) copies in electronic PDF format on CD. Attendance at one (1) meeting to present the final draft WSP to City staff, City Council, and the public. Attendance at one (1) meeting with City staff, the City Council, and the public to review water demand projections and meet water use efficiency program requirements.

**ACTIVITY 14 – DOH AND AGENCY REVIEW REVISIONS**

At the completion of Activities 1 through 13, the WSP will be in a final format, ready for review by the regulatory agencies and adjacent water purveyors. The number of comments, number of meetings and amount of required WSP modifications from review by the regulatory agencies and adjacent water purveyors are difficult to predict. Therefore, RH2 will prepare a separate scope of work and fee estimate to address review comments, review meetings and final WSP modifications upon receipt of all review comments from the County, DOH, Washington State Department of Ecology, and adjacent water systems.

At the completion of the project, a copy of the computer files of the WSP Word documents, water model and applicable AutoCAD® or GIS figures will be provided to the City.

**ADDITIONAL ACTIVITIES**

**ACTIVITY 15 – ADDITIONAL SERVICES AS REQUESTED BY CITY**

**Objective:** Provide additional services as requested by the City for tasks not identified above.

**Tasks:**

15.1 Prepare four (4) wall maps of the updated existing water system.

15.2 Perform additional services requested by the City up to the budget limits indicated in the attached Fee Estimate.

**RH2 Deliverables:** Four (4) wall maps and other deliverables as requested.
EXHIBIT B
City of Bonney Lake
Comprehensive Water System Plan Update

Estimate of Time and Expense

<table>
<thead>
<tr>
<th>Activity</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity 1</td>
<td>Data Collection and DOH Coordination</td>
<td>$ 2,700</td>
</tr>
<tr>
<td>Activity 2</td>
<td>Introduction and Water System Description</td>
<td>$ 8,450</td>
</tr>
<tr>
<td>Activity 3</td>
<td>Land Use and Population</td>
<td>$ 5,350</td>
</tr>
<tr>
<td>Activity 4</td>
<td>Water Demands</td>
<td>$ 22,050</td>
</tr>
<tr>
<td>Activity 5</td>
<td>Policies and Design Criteria</td>
<td>$ 2,650</td>
</tr>
<tr>
<td>Activity 6</td>
<td>Water Source and Quality</td>
<td>$ 6,750</td>
</tr>
<tr>
<td>Activity 7</td>
<td>Water System Analyses</td>
<td>$ 26,950</td>
</tr>
<tr>
<td>Activity 8</td>
<td>Operations and Maintenance</td>
<td>$ 7,350</td>
</tr>
<tr>
<td>Activity 9</td>
<td>Capital Improvement Program</td>
<td>$ 14,200</td>
</tr>
<tr>
<td>Activity 10</td>
<td>Financial Analysis</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>Activity 11</td>
<td>Executive Summary and Appendices</td>
<td>$ 2,650</td>
</tr>
<tr>
<td>Activity 12</td>
<td>Draft WSP Review and Printing</td>
<td>$ 15,800</td>
</tr>
<tr>
<td>Activity 13</td>
<td>Final Draft WSP Printing and Presentation</td>
<td>$ 16,100</td>
</tr>
<tr>
<td>Activity 15</td>
<td>Additional Services</td>
<td>$ 14,000</td>
</tr>
</tbody>
</table>

Project Total $150,000
# 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>
</tr>
<tr>
<td>Professional</td>
<td>VIII</td>
<td>$203.00</td>
<td>Technician</td>
</tr>
<tr>
<td>Professional</td>
<td>VII</td>
<td>$195.00</td>
<td>Technician</td>
</tr>
<tr>
<td>Professional</td>
<td>VI</td>
<td>$180.00</td>
<td>Administrative</td>
</tr>
<tr>
<td>Professional</td>
<td>V</td>
<td>$172.00</td>
<td>Administrative</td>
</tr>
<tr>
<td>Professional</td>
<td>IV</td>
<td>$162.00</td>
<td>Administrative</td>
</tr>
<tr>
<td>Professional</td>
<td>III</td>
<td>$151.00</td>
<td>Administrative</td>
</tr>
<tr>
<td>Professional</td>
<td>II</td>
<td>$143.00</td>
<td>Administrative</td>
</tr>
<tr>
<td>Professional</td>
<td>I</td>
<td>$131.00</td>
<td></td>
</tr>
</tbody>
</table>

#### IN-HOUSE SERVICES

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.5&quot; X 11&quot; copies (each)</td>
<td>$0.09</td>
</tr>
<tr>
<td>8.5&quot; X 14&quot; copies (each)</td>
<td>$0.14</td>
</tr>
<tr>
<td>11&quot; X 17&quot; copies (each)</td>
<td>$0.20</td>
</tr>
<tr>
<td>8.5&quot; X 11&quot; copies (color) (each)</td>
<td>$0.90</td>
</tr>
<tr>
<td>8.5&quot; X 14&quot; copies (color) (each)</td>
<td>$1.20</td>
</tr>
<tr>
<td>11&quot; X 17&quot; copies (color) (each)</td>
<td>$2.00</td>
</tr>
<tr>
<td>CAD Plots</td>
<td></td>
</tr>
<tr>
<td>CAD Plots</td>
<td></td>
</tr>
<tr>
<td>CAD Plots</td>
<td></td>
</tr>
<tr>
<td>CAD System</td>
<td></td>
</tr>
<tr>
<td>GIS System</td>
<td></td>
</tr>
<tr>
<td>Technology Charge</td>
<td></td>
</tr>
<tr>
<td>Mileage</td>
<td></td>
</tr>
</tbody>
</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.
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: PW / Douglas Budzynski
Meeting/Workshop Date: 28 October 2014
Agenda Bill Number: AB14-148

Agenda Item Type: Resolution
Ordinance/Resolution Number: 2426
Councilmember Sponsor: Donn Lewis

Agenda Subject: Authorizing a Contract Amendment to Resolution 2255 Awarding the Professional Services Agreement to RH-2 Consultants, Inc. for updating the Comprehensive Water System Plan.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract To Awarding The Professional Services Agreement To RH-2 Consultants For Updating The Comprehensive Water System Plan.

Administrative Recommendation: Recommend Approval

Background Summary: RH-2 Consultants completed the City’s current Comprehensive Water System Plan (CWSP) in 2008. The Department of Health (DOH) approved the CWSP in January 2009 and issued a 5 year Water Use Efficiency (WUE) permit. This permit expired on January 22, 2014. City staff met with DOH earlier this year and they have approved an extension on the permit with the understanding that the City will move forward in updating the plan in 2015. The City is concurrently updating the City’s Comprehensive Plan which will adopt the Water System plan by reference. Both efforts will meet the June 30, 2015 deadline.

Attachments: Resolution 2426, Contract

BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td>$180,000.00</td>
<td>$180,000.00</td>
<td>$150,000.00</td>
</tr>
</tbody>
</table>

Budget Explanation: Water Comprehensive Plan Update: 401.000.034.534.50.41.24
Revenue Source: Water SDC

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development
Date: 21 October 2014
Approvals:
Chair/Councilmember Donn Lewis
Councilmember Randy McKibbin
Councilmember James Rackley

Forward to:
Consent Agenda: X Yes □ No

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):
Meeting Date(s): October 28, 2014
Public Hearing Date(s):
Tabled to Date:

APPROVALS

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