

**RESOLUTION 2012-QQ**

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE  
THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH  
RH2 ENGINEERING, INC. FOR AN ALTERNATIVE WATER SOURCE  
INVESTIGATION**

**WHEREAS**, the Town of Eatonville has received a grant from the Nisqually Tribe totaling \$38,000 for an alternative water resource investigation, and

**WHEREAS**, the town discussed the project with several firms and decided that RH2 Engineering, Inc. was the most qualified for the project,

**THEREFORE, BE IT RESOLVED** by the Council of the Town of Eatonville as follows:

Section 1. The Mayor is authorized to execute on behalf of the Town the attached Professional Services Agreement with RH2 Engineering, Inc., including any subsequent amendments to the Agreement if such is in the best interests of the Town.

Passed by the Council of the Town of Eatonville at a regular meeting this \_\_\_\_\_ day of June, 2012.

\_\_\_\_\_  
Raymond Harper, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Linnemeyer, Interim Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney



RH2 ENGINEERING, INC

www.rh2.com

mailbox@rh2.com

1.800.720.8052

BELLINGHAM

454 W Horton Rd

Bellingham, WA 98226

(tel) 360.676.0836

(fax) 360.676.0837

BOTHELL

22722 29th Drive SE, Ste 210

Bothell, WA 98021

(tel) 425.951.5400

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EAST WENATCHEE

300 Simon St SE, Ste 5

East Wenatchee, WA 98802

(tel) 509.886.2900

(fax) 509.886.2313

RICHLAND

114 Columbia Point Dr, Ste C

Richland, WA 99352

(tel) 509.946.5181

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SILVERDALE

2021 NW Myhre Rd, Ste 107

Silverdale, WA 98383

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TACOMA

One Pacific Building

621 Pacific Ave, Ste 104

Tacoma, WA 98402

(tel) 253.272.3059

(fax) 425.951.5401

June 11, 2012

Mr. Nick Bond  
Town Planner  
Town of Eatonville  
PO Box 309  
Eatonville, WA 98328

*Sent Via: US Mail and E-mail*

**Subject: Services Proposal for Alternative Water Source Investigation with Golder Associates as a Subconsultant**

Dear Mr. Bond:

RH2 Engineering, Inc., (RH2) is pleased to present our revised Services Proposal for the Alternative Water Source Investigation project. Thank you for your continued consideration of RH2 for this project.

RH2 has obtained a proposal from Golder Associates (Golder) for the further evaluation of the aquifer storage and recovery component and included Golder as a subconsultant in our proposal. Golder will provide RH2 with a technical memorandum summarizing their findings and the memorandum will be incorporated into the final report.

Enclosed are two sets of the Professional Services Agreement, which includes our proposed Scope of Work (**Exhibit A**), Fee Estimate (**Exhibit B**), Schedule of Rates and Charges (**Exhibit C**) and Golder Associates' subconsultant proposal. RH2 proposes to provide these services on a time and expense basis not to exceed \$38,000 without prior written authorization.

If this proposal meets your needs for this project, please sign both sets of the Professional Services Agreement (Agreement). Please retain one signed Agreement for your files and return one signed Agreement to RH2. Execution of the Agreement authorizes RH2 to proceed with the project.

If you have any questions regarding this proposal, please contact me at 425-951-5427 or [kkuzak@rh2.com](mailto:kkuzak@rh2.com).

Sincerely,

**RH2 ENGINEERING, INC.**

Kim Kuzak  
Project Engineer

KK/ms

Enclosures: Professional Services Agreement (two sets)  
Exhibit A – Scope of Work  
Exhibit B – Fee Estimate  
Exhibit C – Schedule of Rates and Charges

Golder Associates Proposal

# TOWN OF EATONVILLE

## Alternative Water Source Investigation

**Submitted To:** Town of Eatonville/RH2 Engineering  
P.O. Box 309  
201 Center Street West  
Eatonville, WA 98328

**Submitted By:** Golder Associates Inc.  
18300 NE Union Hill Road, Suite 200  
Redmond, WA 98052 USA

**Distribution:** Nicholas Bond, Town of Eatonville/  
Kim Kuzak, RH2 Engineering

June 4, 2012

A world of  
capabilities  
delivered locally

P23-93131



**PROFESSIONAL SERVICES AGREEMENT**

This Agreement (referred to interchangeably as "Agreement" and/or "Contract") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Town of Eatonville, a municipal corporation under the laws of the State of Washington (hereinafter "Town"), and **RH2 Engineering, Inc.**, whose address is **22722 29<sup>th</sup> Drive SE, Suite 210, Bothell, WA 98021** (hereinafter "Consultant.")

WHEREAS, the Town desires to engage the Consultant to provide **Alternative Water Source Investigation**, and Consultant has agreed to offer its professional services to perform said work,

WHEREAS, the Consultant has represented by entering into this Agreement that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, to the standards required by the Town,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN TOWN AND CONSULTANT AS FOLLOWS:

The Town hereby agrees to engage the Consultant and the Consultant hereby agrees to perform, in a satisfactory and proper manner, as determined by the Town, the services hereafter set forth in connection with this Agreement:

1. Scope of Services:

Consultant agrees to provide professional services for **Alternative Water Source Investigation** in accordance with the attached Scope of Work, the terms of which are incorporated herein by reference.

This agreement is a purchase of professional services at the hourly rates described in the Scope of Services. Payment for these services shall not exceed **\$38,000** unless authorized in writing by the Town as per paragraph 13. If additional time is needed, please refer to paragraph 4 of this Agreement. Consistent with paragraph 13, a written amendment signed by both Town and Consultant must be attached before a change is effective. With the Consultant's approval, the Town may add other related professional services at its discretion. Payment for these services shall not exceed the amount above unless authorized in writing by the Town.

2. Relation of Parties.

The Consultant, its subcontractors, agents and employees are independent contractors. Consultants performing professional services for Town and are not employees of the Town. The Consultant, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to Town employees. The Consultant, subcontractors, agents and employees shall not have the authority to bind Town any way except as may be specifically provided herein.

3. Time of Performance

The service of the Contractor is to commence on the date of a "Notice to Proceed" issued by the Town Administrator or his/her designee. It is agreed services hereunder shall be completed as of **December 31, 2012.**

4. Delays and Extensions of Time

If the Consultant is delayed at any time in the progress of providing services covered by the Contract, by any causes beyond Consultant's control, the time for performance may be extended by such time as shall be mutually agreed upon by Consultant and Town, and such extension shall not take effect unless incorporated in a written Amendment to this Agreement signed by both parties as per paragraph 13. Any request for an extension of time shall be made in writing.

5. Compensation and Schedule of Payments

Town shall pay the Consultant at the rates indicated for work performed under the terms of this Contract. This is the maximum amount to be paid under this Contract and it shall not be exceeded without Town's prior written authorization in the form of a negotiated and executed supplemental agreement. 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 project as set forth herein. The Consultant shall submit invoices to Town covering both professional fees and project expenses, if allowable. Payments to Consultant shall be made within thirty (30) days from submission of each invoice. The Town reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. Town and Consultant agree that any amount paid in error by Town does not constitute a rate change in the amount of the contract. The total amount listed in paragraph 2 is to be the not to exceed amount and is not to be construed as a guaranteed payout total.

6. Ownership of Records and Documents.

All materials, writings and products-produced by Consultant in the course of performing this Contract shall immediately become the property of the Town. In consideration of the compensation provided for by this Agreement, the Consultant hereby further assigns all copyright interests in such materials, writing and products to the Town. A copy may be retained by the Consultant.

7. Termination.

This Contract may be terminated by either party for any reason upon not less than fifteen (15) days written notice.

8. Evaluation and Compliance with the Law.

The Consultant shall have the authority to control and direct the performance and details of the work described herein. The Consultant agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

9. Business and Occupation License.

All work done pursuant to this Agreement is deemed to be engaging in business in the Town. Prior to performing work under set, Consultant shall secure all necessary business licenses from local, state, and federal government authorities.

10. Liability and Hold Harmless.

The Consultant shall comply with all Federal Government, State and local laws and ordinances applicable to the work to be done under this Agreement. This contract shall be interpreted and construed in accordance with the laws of Washington.

The Consultant agrees to indemnify and hold harmless the Town, its officers and employees from claims, demands or suits at law or equity arising in whole or part from the Consultant's negligence or breach of any of its obligations under this Agreement provided that nothing herein shall require the Consultant to indemnify the Client against and hold harmless the Town from claims, demands or suits based upon the conduct of the Town, its officers or employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the Town, its agents, officers and employees, this provision with respect to claims or suits based upon such concurrent negligence shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of the Consultant's agents or employees except as limited below.

The Consultant shall verify, when submitting the first payment invoice and annually thereafter, possession of a current business license while conducting work for the Town. The consultant shall require, and provide verification upon request, that all subconsultants participating in a Town project possess a current business license.

The Consultant's relation to the Town shall be at all times as an independent contractor.

11. Insurance.

The Consultant shall obtain and keep in force during the entire term of this Contract, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Agreement whether such work shall be by the Consultant, subcontractor or anyone directly or indirectly employed by either the Consultant or a subcontractor. The amount of coverage provided by such insurance shall be not less than Five Hundred Thousand Dollars (\$500,000) combined single limit for bodily injury and property damage and not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage if working in the public right of way.

The Consultant agrees to the following requirements relating to insurance coverage:

- a. Liability Insurance. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, automobile policy or policies. The Town shall be named as an additional insured with respect to all such policies and copies of all such policies shall be furnished to the Town upon request.
- b. Worker's Compensation. The Consultant shall take out and maintain during the life of the Agreement, Worker's Compensation insurance for all its employees engaged in work under or pursuant to this Contract who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Consultant shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Consultant
- c. Employment Security. The Consultant shall comply with all employment security laws of the State of Washington, and shall timely make all required payments in connection therewith. Consultant shall provide evidence of all insurance required, at the Town's request, by submitting an insurance certificate to the Town on a standard "Acord" or comparable form.

12. Notices. All notices which are given or required to be given pursuant to this Contract shall be hand delivered or mailed postage paid as follows:

FOR THE TOWN OF EATONVILLE

Town of Eatonville  
ATTN: Raymond Harper, Mayor  
210 Center Street West  
PO Box 309  
Eatonville, WA 98328

FOR THE CONSULTANT

RH2 Engineering, Inc.  
22722 29<sup>th</sup> Drive SE, Suite 210  
Bothell, WA 98021

13. Amendments. This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by both parties hereto. Any changes in the scope of work, compensation, time for performance, or other term of this Agreement shall be mutually agreed upon between Town and the Consultant and shall be incorporated in written revisions to this Agreement and signed by both parties before taking effect. Consultant acknowledges that pursuant to RCW 35.27.160, only the Town's mayor has the authority to sign this Agreement or any amendments thereto (including but not limited to any amendments to scope of services or payment) and that any other changes or amendments shall have no force or effect against the Town unless so signed by the mayor.

14. Contract/Order of Precedence. This Agreement incorporates all the contracts, covenants and understanding between the parties hereto and are merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this contract. The Contract includes all of the documents listed below, each of which is incorporated herein by reference.

- a. Most recently issued Town/Consultant Change Order(s)
- b. Most recently issued Addendum/Addenda to Request for Proposal
- c. Town's Request for Proposal
- d. Professional Services Agreement/General Conditions
- e. Consultant's Response to the Request/Scope of Services

Where there is a conflict among or between any of these documents, the order of precedence shall be as listed above.

15. Assignment. This Contract may not be assigned in any manner or by any means by Consultant without the express prior written consent of the Town.

16. Ratification. Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and affirmed.

17. Governing Law/Venue. This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Pierce County, Washington.

18. Representations. The signatories to this Agreement certify that they have fully read and agree to the foregoing terms. By signing this Agreement, each individual certifies that he/she is at least 18 years of age and has legal authority to enter into this Agreement on behalf of the entity he/she represents.

DATED this \_\_\_\_\_ day of June, 2012.

TOWN OF EATONVILLE, a municipal corporation

By: \_\_\_\_\_  
Raymond Harper, Mayor

Attest:

By: \_\_\_\_\_  
Chrystal McGlone, Clerk

RH2 Engineering, Inc.

By: Tony V. Pardi 6/7/12  
Tony V. Pardi, Vice President

Approved as to form:

\_\_\_\_\_  
Town Attorney

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**EXHIBIT A**  
**Scope of Work**  
**Town of Eatonville**  
**Alternative Water Source Investigation**

June 2012

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**BACKGROUND**

The Town of Eatonville (Town) was awarded a grant for \$38,000 from the Nisqually Tribe (Tribe) to conduct an alternative water source investigation with a goal to increase the base flow in the Mashel River during the summer months. The Mashel River is considered a critical habitat for several salmon and steelhead species. The endangered and threatened salmon utilize the river during the summer months, when the level is the lowest. At low levels, the temperatures in the river increase and there is limited access for fish at the mouth of the Mashel River

The Town utilizes the Mashel River for water supply during the summer months when demands in the Town are the highest. During the other months of the year, the Town relies on four groundwater wells that are in hydraulic continuity with and under the influence of surface water in the Mashel River. The water from the Mashel River and the groundwater wells is routed to the Town's ultra-membrane filtration plant located adjacent to the Mashel River.

Demand analyses in the Town's 2005 Comprehensive Water System Plan (WSP) indicated that the Mashel River was necessary as a supply source when the demand in the system exceeded the water rights of the well sources (610 gpm). Peak day demand was expected to exceed the water rights of the well sources prior to 2010. Thus, the Mashel River is currently an important source of supply for the Town during the summer months. If use of the Mashel River diversion is either altered or permanently removed, the Town must obtain another reliable source of water supply.

The WSP identified the need for an additional source of supply by 2020. Capital Improvement Project (CIP) No. F9 described the following deficiency:

“The Town has limited water rights for its well sources (610 gpm) and limited intake capacity for its river source (400 gpm). At these limited supply rates, the Town will need additional supply prior to 2020. Water rights in the Mashel and Ohop basins of the watershed, which Eatonville is located within, are closed to new water rights. The Town shall consider improving the river intake system, transferring water rights from its Mashel River source to the groundwater wells or purchasing available existing water rights in the area to overcome the future supply deficiency.”

At this time, the Tribe and the Town are investigating ways to increase flow during the low-flow period in the Mashel River for the protection of salmon and steelhead, while protecting the ability of the Town to have a secure source of supply for meeting existing and projected water demands. In 2010, Golder Associates, Inc., prepared a Phase I Storage Evaluation (Golder report) for the Town to evaluate the feasibility of utilizing aquifer storage and recovery to meet peak demands during the summer months while minimizing diversion from the Mashel River. The report recommended that the Town further investigate the ability to store treated surface water from the water treatment plant in the deep, volcanic aquifer near the Town's wellfield. The concept included treating the additional supply water in the

winter months and storing the water in the aquifer until the water was needed during the summer months. The report included limited discussions regarding the impact of this option on instream flow.

This Scope of Work outlines the tasks necessary to prepare an alternative water source investigation evaluating the following alternatives:

1. Subsurface aquifer storage in accordance with the 2010 Golder report. Golder to perform the evaluation as a subconsultant to RH2.
2. Utilization of the Mashel River earlier in the year to maintain higher aquifer levels.
3. Pursuit of a new water source and either a change to existing or new water rights.
4. Conservation.
5. Reclaimed water for irrigation.
6. Forest management practices.

Each of the alternatives was requested in the Town's scope for the investigation. RH2 has expanded the investigation to include conservation, which was included in the contract signed by the Tribe and the Town. Early analyses for the Town's 2012 WSP indicate that approximately 20 percent of the water supplied by the sources is not pumped into the distribution system. The water is likely lost on-site by leaks in the clearwells or is potentially routed to the wastewater treatment facility. Determining and correcting the cause of the water loss on-site would reduce the Town's diversion to meet water demand and reduce the current impact to the Mashel River at the diversion. Further conservation efforts within the Town's distribution system, including repairing distribution system leaks, will also reduce the current diversion rate from the Mashel River.

Each alternative will be summarized within the investigative study and will include the following general information:

- Description of the alternative.
- Summary of background research.
- Potential quantity and timing of new Town supply.
- Potential issues and limitations of new Town supply.
- Estimates of changes to surface water flow.
- Implementation of the alternative and estimated long-term costs.

## ASSUMPTIONS

- RH2 assumes that the Town holds and will make available the data specified under Task 1. If the Town does not have this data available, analyses under subsequent tasks may not be feasible.
- Water quality data (primarily turbidity) does not exist for either the Nisqually River near the confluence with the Mashel River or for Alder Lake. Turbidity would need to be characterized in a future study if utilizing the Nisqually River or Alder Lake as an alternative source of water appears viable.
- Water quantity or quality monitoring will not be performed as part of this study.
- Schematics prepared for this investigative study will be for planning-level purposes only. Design efforts are not included within this Scope of Work.

- The cost estimates to be provided with this study will aid in comparing the scale of each option and to facilitate decision making. Formal engineering pre-design efforts would be necessary to determine cost estimates with a greater level of accuracy.
- RH2 may rely on the accuracy and completeness of data, information, and documentation provided by the Town, the Tribe, and others, including, but not limited to, the 2010 Golder report.

### **Task 1: Background Data Organization and Collection**

**Objective:** Collect and organize data related to the Town's water and wastewater facilities and perform a site visit.

- 1.1 Obtain from the Town and organize up to 5 years of data for:
  - Mashel River diversion rates and volumes.
  - Groundwater pumping rates and volumes for each well.
  - DMRs from the wastewater treatment facility.
  - Mashel River and groundwater turbidity measurements.
- 1.2 Obtain from United States Geological Survey (USGS) and organize data on:
  - Mashel River Stage and Discharge (USGS gage 12087000).
  - Nisqually River Discharge (USGS gages 12089500, 12086500, and 12082500).
- 1.3 Prepare daily minimum instream flow estimates for control points on the Mashel and Nisqually rivers to allow comparison with USGS discharge data.
- 1.4 An RH2 fisheries biologist will perform one (1) site visit to assess the reaches of the Mashel River and Nisqually River that will be analyzed through this investigation.

### **Task 2: Aquifer Storage and Recovery**

**Objective:** Evaluate the aquifer storage and recovery option originally analyzed in the 2010 Golder report.

**Approach:**

- 2.1 Retain Golder Associates as a subconsultant to RH2. Golder will summarize the recommendations in the 2010 Golder report, evaluate the impact on the Mashel River, estimate the deep aquifer potential, determine the limitations, prepare a water balance, prepare preliminary schematics, provide a planning level engineers estimate, and present the findings in a Technical Memorandum to RH2.
- 2.2 Coordinate with Golder Associated during the project via phone and e-mail.

### **Task 3: Altering Uses of Existing Water Supplies**

**Objective:** Evaluate whether higher utilization of surface water in the spring and early summer would allow for higher utilization of groundwater and increased Mashel River discharge during the late summer.

**Approach:**

- 3.1 Evaluate up to 5 years of Town records for the Mashel River diversion, groundwater supply, aquifer water levels, and Mashel River stage to identify controlling factors for the aquifer water levels throughout the year.
- 3.2 If the primary control of aquifer level is determined to be groundwater pumping, evaluate up to 5 years of Town records on the turbidity of the Mashel River and groundwater. Use the results to determine the impact of raw water turbidity on the water treatment plant for various scenarios of increasing surface water diversion and reducing groundwater withdrawal.
- 3.3 Prepare a water balance showing the potential flow impacts and benefits to reaches of the Mashel River over the course of the year.
- 3.4 Prepare a summary of necessary water facility plant modification to use water with higher turbidity.
- 3.5 Prepare a planning-level engineer's estimate of probable construction cost for the identified improvements. Estimate long-term operation and maintenance costs.

**Task 4: Preliminary New Source Evaluation**

**Objective:** Evaluate the Town's ability to obtain water rights and/or to change existing Town rights to use a source outside of the Mashel River and Ohop Creek basins and pipe the supply to the Town's water treatment plant. The most likely source of supply is surface water in the Nisqually River or groundwater in an aquifer hydraulically connected to the Nisqually River. Two diversion locations will be examined: one diversion from the Nisqually River near the confluence with the Mashel River, and another diversion location at Alder Lake.

**Approach:**

- 4.1 Investigate the potential for obtaining new water rights or transferring existing rights either directly or through a permanent trust donation at the two identified locations.
- 4.2 Estimate the water quantity potential for the prospective source.
- 4.3 Determine the potential limitations and risks associated with obtaining new water rights, including impacts to other stakeholders such as Tacoma Power.
- 4.4 Evaluate the impacts of obtaining new water rights on surface water and other water rights. Compare proposed changes with continuing to utilize the Town's current Mashel River diversion and wells.
- 4.5 Prepare preliminary schematics of the proposed improvements necessary to serve the Town from the new source locations.
- 4.6 Prepare a planning-level engineer's estimate of probable construction cost for the identified improvements. Estimate long-term operation and maintenance costs.

**Task 5: Conservation**

**Objective:** Evaluate the Town's ability to improve its collection and distribution system to reduce the demand on the Mashel River during the late summer to increase the flow immediately downstream of the diversion.

**Approach:**

- 5.1 Perform a preliminary investigation of the potential causes for water leakage between the sources and the distribution system and the fate of that water with respect to the Mashel River.
- 5.2 Perform a preliminary investigation of the potential causes for water leakage within the distribution system and the fate of the water with respect to the Mashel River.
- 5.3 Provide recommendations for improving water use efficiency and provide planning-level cost estimates for each measure. Estimate the net change to river flow due to conservation.

**Task 6: Reclaimed Water**

**Objective:** Evaluate the potential rate and volume available and the Town's ability to obtain a permit for consumptive use of reclaimed water produced at the Town's wastewater treatment facility. Initial assessments indicate that the water right impairment test will severely limit when reclaimed water could be consumptively used, and this alternative may not be feasible due to the cost of upgrading the wastewater treatment facility to meet reclaimed water standards, the cost of constructing reclaimed water distribution infrastructure, and the unpredictable timing of when the water could be beneficially used. RH2's efforts under this Task will be to determine if the initial assessment is accurate.

**Approach:**

- 6.1 Review 5 years of Daily Monitoring Report (DMR) data to determine the rate and volume of water that is discharged from the Town's wastewater treatment facility into the Mashel River.
- 6.2 Perform a water right impairment analysis (water balance) based on removing wastewater treatment facility discharge from the Mashel River during the irrigation season and putting it to a consumptive use. Focus will be on minimum instream flows at downstream control points on the Mashel (USGS gage 12087000) and Nisqually Rivers (USGS gage 12089500) as identified in Title 173-511 WAC. Estimate the net benefit to river flow due to reclaimed water use.

**Task 7: Forest Management Evaluation**

**Objective:** Evaluate the potential for changes to forest management in the 80 square mile Mashel River watershed to produce changes in late summer streamflow on the Mashel River that can be used for mitigation to obtain new water rights. It is RH2's understanding that the Washington State Department of Ecology (Ecology) has not recognized changes in land use, such as vegetation management, as acceptable mitigation for obtaining a new water right. RH2's efforts under this Task will be to determine if this is still the case.

**Approach:**

- 7.1 Discuss with Ecology the potential for accepting forest management practices as mitigation for obtaining a new water right.

## Task 8: Report Preparation

**Objective:** Prepare a report summarizing the findings from this study.

**Approach:**

- 8.1 Prepare draft report summarizing Tasks 2 through 7. Incorporate the technical memorandum from Golder. Submit to Town for review.
- 8.2 Edit the draft report per comments by the Town and the Tribe and prepare a final report.

**Deliverables:**

- Report addressing each of the items identified in Tasks 2–7.

## SCHEDULE

Draft report will be made available to the Town and Tribe by November 30, 2012. Final report will be made available to the Town and Tribe by December 31, 2012.

**EXHIBIT B**

**Town of Eatonville  
Alternative Water Source Investigation  
Estimate of Time and Expense**

1 12 13

	Description	Total Hours	Total Labor	Subcontractant	Total Expense	Total Cost
	Classification					
<b>Task 1</b>	<b>Background Data Organization and Collection</b>					
1.1	Obtain and organize Town data.	11	\$ 1,528	\$ -	\$ 241	\$ 1,789
1.2	Obtain and organize USGS data.	8	\$ 1,088	\$ -	\$ 202	\$ 1,290
1.3	Prepare comparison of minimum instream flows and observed flows	8	\$ 848	\$ -	\$ 34	\$ 882
1.4	Fisheries biologist site visit.	8	\$ 1,184	\$ -	\$ 128	\$ 1,312
	Subtotal	33	\$ 4,768	\$ -	\$ 605	\$ 5,373
<b>Task 2</b>	<b>Aquifer Recharge and New Winter Water Right Assessment</b>					
2.1	Retain Golder.	-	\$ -	\$ 5,520	\$ -	\$ 5,520
2.2	Coordinate with Golder.	4	\$ 632	\$ -	\$ 18	\$ 648
	Subtotal	4	\$ 632	\$ 5,520	\$ 18	\$ 6,188
<b>Task 3</b>	<b>Altering Uses of Existing Water Supplies</b>					
3.1	Evaluate up to 5 years of data.	5	\$ 800	\$ -	\$ 30	\$ 830
3.2	Evaluate an increase in turbidity at the WTP.	4	\$ 632	\$ -	\$ 28	\$ 660
3.3	Prepare a water balance.	5	\$ 800	\$ -	\$ 30	\$ 830
3.4	Prepare a summary of WTP changes.	10	\$ 1,810	\$ -	\$ 133	\$ 1,943
3.5	Prepare planning level engineer's estimate.	9	\$ 1,348	\$ -	\$ 128	\$ 1,476
	Subtotal	33	\$ 5,218	\$ -	\$ 345	\$ 5,563
<b>Task 4</b>	<b>Preliminary New Source Evaluation</b>					
4.1	Investigate the potential for new water rights.	8	\$ 1,302	\$ -	\$ 49	\$ 1,351
4.2	Estimate the water quantity potential.	2	\$ 335	\$ -	\$ 18	\$ 353
4.3	Determine the potential limitations.	8	\$ 887	\$ -	\$ 34	\$ 921
4.4	Evaluate the impacts on surface water.	3	\$ 483	\$ -	\$ 22	\$ 505
4.5	Prepare preliminary schematics.	20	\$ 2,908	\$ -	\$ 410	\$ 3,318
4.6	Prepare planning level engineers' estimates.	8	\$ 1,348	\$ -	\$ 128	\$ 1,476
	Subtotal	48	\$ 7,348	\$ -	\$ 654	\$ 8,002
<b>Task 5</b>	<b>Conservation</b>					
5.1	Investigate causes of leakage at WTP.	4	\$ 590	\$ -	\$ 52	\$ 642
5.2	Investigate causes of leakage in the distribution system.	4	\$ 590	\$ -	\$ 52	\$ 642
5.3	Provide recommendations for improving WUE and provide cost estimates.	7	\$ 848	\$ -	\$ 118	\$ 966
	Subtotal	15	\$ 2,128	\$ -	\$ 221	\$ 2,349
<b>Task 6</b>	<b>Reclaimed Water</b>					
6.1	Review 5 years of data.	8	\$ 848	\$ -	\$ 34	\$ 882
6.2	Perform water rights impairment analysis.	5	\$ 718	\$ -	\$ 28	\$ 746
	Subtotal	11	\$ 1,566	\$ -	\$ 62	\$ 1,628
<b>Task 7</b>	<b>Forest Management Evaluation</b>					
7.1	Investigate Ecology's opinion on mitigation	3	\$ 400	\$ -	\$ 30	\$ 430
	Subtotal	3	\$ 400	\$ -	\$ 30	\$ 430
<b>Task 8</b>	<b>Report Preparation</b>					
8.1	Prepare report	33	\$ 4,882	\$ -	\$ 335	\$ 5,217
8.2	Prepare final report.	19	\$ 2,877	\$ -	\$ 210	\$ 3,087
	Subtotal	62	\$ 7,759	\$ -	\$ 545	\$ 8,304
<b>Subtotal Alternative Water Source Investigation Tasks</b>		<b>199</b>	<b>\$ 30,003</b>	<b>\$ 5,520</b>	<b>\$ 2,477</b>	<b>\$ 38,000</b>
<b>PROJECT TOTAL</b>		<b>199</b>	<b>\$ 30,003</b>	<b>\$ 5,520</b>	<b>\$ 2,477</b>	<b>\$ 38,000</b>

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**EXHIBIT C**  
**RH2 Engineering, Inc.**  
**SCHEDULE OF RATES AND CHARGES**

**2012 HOURLY RATES**

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$199.00	Technician	IV	\$127.00
Professional	VIII	\$199.00	Technician	III	\$119.00
Professional	VII	\$191.00	Technician	II	\$88.00
			Technician	I	\$83.00
Professional	VI	\$177.00			
Professional	V	\$168.00	Administrative	V	\$118.00
Professional	IV	\$158.00	Administrative	IV	\$98.00
			Administrative	III	\$84.00
Professional	III	\$148.00	Administrative	II	\$68.00
Professional	II	\$137.00	Administrative	I	\$57.00
Professional	I	\$125.00			

**IN-HOUSE SERVICES**

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

**OUTSIDE SERVICES**

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-milcage 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.