

**RESOLUTION 2011-GG**

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING  
THE MAYOR SIGN A CONTRACT AGREEMENT WITH RH2 ENGINEERS**

**WHEREAS**, The Town of Eatonville's Water Department is required to update its water system comprehensive plan every 6 years, and;

**WHEREAS**, the town has negotiated a contract and a 2 phase scope of work to perform the water system plan update, and;

**WHEREAS**, RH2 was selected off of the consultant roster because of its unique expertise as it relates to Eatonville's water system and its recently constructed water treatment plant.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Council authorizes the Mayor to sign a contract agreement with RH2 Engineers not to exceed \$137,500 as attached to this resolution except that billing for work under phase 2 shall not exceed \$20,000 in the 2011 fiscal year.

**PASSED** by the Council of the Town of Eatonville at a regular meeting this 22nd day of August, 2011.

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Raymond Harper, Mayor

ATTEST:

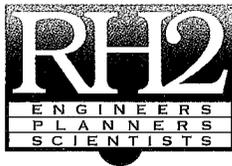
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Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

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Town Attorney



RH2 ENGINEERING, INC

www.rh2.com  
mailbox@rh2.com  
1.800.720.8052

August 10, 2011

BELLINGHAM  
454 W Horton Rd  
Bellingham, WA 98226  
(tel) 360.676.0836  
(fax) 360.676.0837

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

*Sent Via: Email and US Mail*

BOTHELL  
22722 29th Drive SE, Ste 210  
Bothell, WA 98021  
(tel) 425.951.5400  
(fax) 425.951.5401

**Subject: Water System Plan Update Phase 1 Professional Services Agreement**

Dear Mr. Bond:

RH2 Engineering, Inc., (RH2) is pleased to present this proposal for providing engineering services for Phase 1 of the update to the Town of Eatonville (Town) 2005 Water System Plan.

EAST WENATCHEE  
300 Simon St SE, Ste 5  
East Wenatchee, WA 98802  
(tel) 509.886.2900  
(fax) 509.886.2313

As we have discussed, Phase 1 of the Water System Plan project includes assisting the Town with data collection, including field flow data, as well as meeting with the Department of Health (DOH) for the pre-plan conference. A preliminary draft of the Phase 2 Scope of Work has previously been provided to you, and that scope will be further refined after the pre-plan conference. DOH may allow for certain elements of the 2005 Water System Plan to be reused in the updated plan or they may have specific additional requirements for the Town.

RICHLAND  
114 Columbia Point Dr, Ste C  
Richland, WA 99352  
(tel) 509.946.5181  
(fax) 509.946.4630

Enclosed are two copies of the professional services agreement for the Water System Plan Update Phase 1 project for your review and signature. Please sign both copies, keeping one for your records and returning one to RH2.

SILVERDALE  
2021 NW Myhre Rd, Ste 107  
Silverdale, WA 98383  
(tel) 360.698.6528  
(fax) 360.698.0510

We look forward to working with you on this project. Feel free to contact me at (425) 951-5427 if you have any questions, or would like to discuss this further.

Sincerely,

**RH2 ENGINEERING, INC.**

Kimberly Kuzak, P.E  
Project Engineer

TACOMA  
One Pacific Building  
621 Pacific Ave, Ste 104  
Tacoma, WA 98402  
(tel) 253.272.3059  
(fax) 425.951.5401

KAK/sp/ms

- Enclosures: Professional Services Agreement (2 originals)
- Exhibit A – Scope of Work
- Exhibit B – Data to be Provided by Town of Eatonville
- Exhibit C – Fee Estimate
- Exhibit D – Schedule of Hourly Rates and Charges
- Exhibit E – Estimated Schedule

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT**, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Town of Eatonville**, A MUNICIPAL CORPORATION hereinafter called the "CLIENT," and the consulting firm RH2 Engineering, Inc. whose address is, 22722 29<sup>th</sup> Drive SE, Suite 210, Washington 98021 at which work will be available for inspection, hereinafter called the "CONSULTANT."

### PROJECT NAME: Comprehensive Water System Plan Update – Phase 1

WHEREAS, the Client deems it advisable to engage the professional services and assistance of a qualified professional consulting firm to do the necessary engineering work for the project.

WHEREAS, the Consultant has represented and by entering into this Agreement now represents, that he is in full compliance with the statutes of the State of Washington for registration of professional engineers, has a current valid corporate certificate from the State of Washington or has a valid assumed name filing with the Secretary of State and that all personnel to be assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a competent and professional manner, and that sufficient qualified personnel are on staff or readily available to the Consultant to staff this Agreement.

WHEREAS, the Consultant has indicated that he desires to do the work set forth in the Agreement upon the terms and conditions set forth below and in the following Exhibits:

Exhibit A	Scope of Work- Phase 1
Exhibit B	Data to be Provided by the Town
Exhibit C	Fee Estimate – Phase 1
Exhibit D	Schedule of Hourly Rates and Charges
Exhibit E	Estimated Schedule

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

#### SCOPE OF WORK

The Consultant shall furnish, and hereby warrants that it has, the necessary equipment, materials, and professionally trained and experienced personnel to facilitate completion of the work described in **Exhibit A** which is attached hereto and incorporated into this Agreement. The Consultant shall perform all work described in this Agreement in accordance with the latest edition and amendments to local and state regulations, guidelines and policies. The Consultant shall prepare information and perform studies as it may deem pertinent and necessary, in order to pass judgment in a sound engineering manner on the features of the work. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the Client. This item does not constitute an "Extra Work" item as related to the "Extra Work" section of the Agreement.

The work shall be verified for accuracy by a check by the Consultant and shall be certified by the Consultant. The Consultant will be held responsible for the accuracy of the work, even though the work has been accepted by the Client.

#### DESIGN CRITERIA

The Client will designate the basic premises and criteria for the work needed. Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of local and State regulations, guidelines, and specifications.

#### ITEMS TO BE FURNISHED TO THE CONSULTANT BY THE CLIENT

The Client will furnish the Consultant copies of documents which are available to the Client that will facilitate the preparation of the plans, studies, specifications, and estimates within the limits of the assigned work. All other records needed for the work must be obtained by the Consultant. The Consultant will coordinate with other available sources to obtain data or records available to those agencies. The Consultant shall be responsible for this data collection. The Consultant shall be responsible for the verification of existing records to insure they represent the accurate and current field conditions.

#### OWNERSHIP OF PRODUCTS AND DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

Ownership of the source files of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced by the Consultant as a result of this Agreement, whether or not completed, shall remain with the Consultant. Upon completion of the project, the Consultant shall provide the Client with tangible copies of the project documents in accordance with **Exhibit A**. The Consultant shall retain ownership of the source files and information developed by the Consultant in preparing the project documents. The Consultant shall provide the Client with electronic copies of the project documents, in accordance with **Exhibit A**, in any of the following formats: Adobe Portable Document Format (PDF), AutoCAD® Drawing Web Format (DWF) or JPEG (JPG). Any reuse of the project documents that is beyond the scope of the project is prohibited without written authorization from the Consultant.

The Client acknowledges the Consultant's plans and specifications are instruments of professional service. The Client agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

Methodology, materials, software, logic, and systems developed under said Contract are the property of the Consultant, and may be used as the Consultant sees fit, including the right to revise or publish the same without limitation.

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#### TIME OF BEGINNING AND COMPLETION

The work detailed in **Exhibit A** will be performed according to the schedule shown in **Exhibit E**. The Consultant shall not begin work under the terms of this Agreement until authorized in writing by the Client. If, after receiving Notice to Proceed, the Consultant is delayed in the performance of its services by factors that are beyond its control, the Consultant shall notify the Client of the delay and shall prepare a revised estimate of the time and cost needed to complete the Project and submit the revision to the Client for its approval. Time schedules are subject to mutual agreement for any revision unless specifically described as otherwise herein.

Delays attributable to or caused by one of the parties hereto amounting to 30 days or more affecting the completion of the work may be considered a cause for re-negotiation or termination of this Agreement by the other party.

#### PAYMENT

The Consultant shall be paid by the Client for completed work for services rendered under this Agreement as provided hereinafter and as specified in **Exhibit C** and **Exhibit D**. 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 will list actual time (days and/or hours) and dates during which the work was performed and the compensation shall be figured using the rates in **Exhibit D**. Payment for the work shown in **Exhibit A** shall not exceed \$6,200 without a written amendment to this contract, agreed to and signed by both parties. Payment for work stated in **Exhibit A** will be calculated based on the Consultant's hourly rates stated in **Exhibit D**.

Payment for extra work performed under this Agreement shall be paid as agreed to by the parties in writing at the time the extra work is authorized. (See "EXTRA WORK").

Finance charges, computed by a "Periodic Rate" of 1% per month, which is an annual percentage rate of 12% (applied to the previous month's balance after deducting payments and credits for the current month), will be charged on all past-due amounts unless otherwise provided by law or by contract. Invoices not paid within 30 days will be considered past-due.

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 Client unless such claims are specifically reserved in writing and transmitted to the Client by the Consultant prior to its acceptance. Final payment shall not, however, be a bar to any claims that the Client may have against the Consultant or to any remedies the Client may pursue with respect to such claims.

The Consultant and its Subconsultants shall keep available for inspection, by the Client, 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, these 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 starts when the Consultant receives final payment.

#### CHANGES IN WORK

The Consultant shall make all revisions and changes in the completed work of this Agreement as are necessary to correct errors, when required to do so by the Client, without additional compensation.

Should the Client find it desirable for its own purposes to have previously completed work or parts thereof revised, the Consultant shall make revisions, if requested and as directed by the Client in writing. This work shall be considered as "Extra Work" and will be paid for as provided in the Section "Extra Work."

#### EXTRA WORK

The Client may desire to have the Consultant perform work or render services in connection with the Project in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered as 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 Client. Any dispute as to whether work is Extra Work or work already covered under 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.

#### EMPLOYMENT

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Client shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the 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 Client and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Consultant's employees, which so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of this contract, in the employ of the Client except regularly retired employees, without written consent of the Client.

If during the time period of this Agreement, the Consultant finds it necessary to increase its professional, technical, or clerical staff as a result of this work, the consultant will actively solicit minorities through their advertisement and interview process.

#### NONDISCRIMINATION

The 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, sex, 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 terminations; rates of pay or other forms of compensation; selection for training; and rendition of services. The Consultant understands and agrees that if it violates this Non-Discrimination provision, this Agreement may be terminated by the Client and further that the Consultant shall be barred from performing any services for the Client now or in the future, unless a showing is made satisfactory to the Client that discriminatory practices have terminated and that recurrence of such action is unlikely.

#### TERMINATION OF AGREEMENT

The Client reserves the right to terminate this Agreement at any time upon not less than ten (10) days written notice to the Consultant, subject to the Client's obligation to pay Consultant in accordance with subparagraphs C and D below.

- A. In the event this Agreement is terminated by the Client other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost for the work complete at the time of the 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 Notice to Terminate. If the accumulated payment made to the Consultant prior to the Notice of Termination exceeds the total amount that would be due as set forth herein above, then no final payment shall be due and the Consultant shall immediately reimburse the Client for any excess paid.
- B. In the event the services of the Consultant are terminated by the Client for fault on the part of the Consultant, the above stated formula for payment shall not apply. In such an event the amount to be paid shall be determined by the Client 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 the date of termination, whether that work is in a form or of a type which is usable to the Client at the time of termination, the cost to the Client of employing another 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 Client 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 the formula set forth in subsection A had been applied.
- C. In the event this Agreement is terminated prior to completion of the work, the Consultant shall retain ownership of the source files for all plans, reports, and documents prepared by the Consultant prior to termination. The Client shall be provided with tangible and electronic copies of the documents in accordance with the "Ownership of Products and Documents to be Furnished by the Consultant" section of the Agreement herein.
- D. Payment for any part of the work by the Client shall not constitute a waiver by the Client of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to perform work required of it by the Client. Forbearance of any rights under the Agreement will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the Consultant.

#### DISPUTES

Any dispute concerning questions of facts in connection with work not disposed of by agreement between the Consultant and the Client shall be referred for determination to the Client, whose decision in the matter shall be final and conclusive on the parties to this Agreement. In the event that either party is required to institute legal action or proceedings to enforce any of its rights in this Agreement, both parties agree that any such action shall be brought in the Superior Court of the State of Washington, situated in Pierce County.

#### LEGAL RELATIONS

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, defend and hold the Client, its officers and employees harmless from and shall process and defend at its own expense all 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 Client from claims, demands or suits based upon the conduct of the Client, 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 Client, 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 secure general liability, property damage, auto liability, and professional liability coverage in the amount of \$1.0 million, with a General Aggregate in the amount of \$2.0 million, unless waived or reduced by the Client. The Consultant shall submit a completed Insurance Information Form, and the Standard ACORD Certification Form prior to the execution of the contract. The Consultant shall also submit copies of the declarations pages of relevant insurance policies to the Client within 30 days of contract acceptance. The Certification and

Declaration page(s) shall be in a form as approved by the Client. If the Client's Risk Manager has the Declaration page(s) on file from a previous contract and no changes in insurance coverage has occurred, only the Certification Form will be required. The limits of said insurance shall not, however, limit the liability of the Consultant hereunder.

All coverages provided by the Consultant shall be in a form, and underwritten by a company acceptable to the Client. The Client will normally require carriers to have a minimum A.M. Best rating of A XII. The Consultant shall keep all required coverages in full force and effect during the life of this project, and a minimum of 30 days' notice shall be given to the Client prior to the cancellation of any policy.

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

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

**SUBLETTING OR ASSIGNING OF CONTRACTS**

The Consultant shall not sublet or assign any of the work covered by this Agreement without the express consent of the Client.

**ENDORSEMENT OF PLANS**

The Consultant shall place their certification on all plans, specifications, estimates or any other engineering data furnished by them in accordance with RCW 18.43.070.

**COMPLETE AGREEMENT**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. Any supplements to this Agreement will be in writing and executed and will become part of this Agreement. No agent, or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representations, promise, or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment or "Extra Work" authorization to this Agreement.

The invalidity or unenforceability of any provision in this Agreement shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**EXECUTION AND ACCEPTANCE**

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant does hereby ratify and adopt 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 day and year first written above.

*Tony V. Pardi*  
 \_\_\_\_\_  
 APPROVED - SIGNATURE

*Tony V. Pardi*  
 \_\_\_\_\_  
 PRINT NAME

*Vice President*  
 \_\_\_\_\_  
 TITLE

*8/10/11*  
 \_\_\_\_\_  
 DATE

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

\_\_\_\_\_  
 APPROVED - SIGNATURE

\_\_\_\_\_  
 PRINT NAME

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 DATE

Town of Eatonville, PO Box 309, Eatonville, WA 98328

**Exhibit A**  
**Scope of Work**  
**Town of Eatonville**  
**Comprehensive Water System Plan Update – Phase 1**  
August 2011

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## **Background**

RH2 completed the Town of Eatonville's (Town) most recent Comprehensive Water System Plan (WSP) in June 2005. Based on the planning requirements of Washington Administrative Code (WAC) section 246-290, the Town's WSP must be updated every 6 years. According to a letter the Town received from the Washington State Department of Health (DOH), the Town's updated WSP is due by November 2011. Since the time of the last WSP, the Town has begun using a new treatment plant and population projections have been revised. New regulatory requirements have also been imposed since the completion of the 2005 WSP. These requirements include the Water Use Efficiency Rule, the Ground Water Rule, the Stage 2 Disinfectants/Disinfection By-products Rule and the Long Term 2 Enhanced Surface Water Treatment Rule as well as updates to the DOH Water System Design Manual in 2009. Because of the addition of a new treatment plant, it is also recommended that the hydraulic model of the water system be updated and calibrated to confirm its ability to accurately reflect the capacity of the system.

This Phase 1 Scope of Work outlines tasks necessary to begin the Town's WSP update process. The tasks include DOH coordination for project scoping, data collection and initial set-up for the hydrant flow testing. The Phase 2 Scope of Work will be finalized after the pre-planning conference with DOH. The Phase 2 Scope of Work will address the new regulatory requirements to ensure that the Town's water system is capable of meeting the needs of customers throughout the 20-year planning period. All available resources from the previous planning work will be utilized to minimize the level of effort necessary to complete this WSP update. Attached as **Exhibit B** is a list of data to be provided by the Town prior to commencement of the activities described in the Phase 2 Scope of Work.

## **Task 1 – Data Collection and DOH Coordination**

**Objective:** Assist the Town in collecting data necessary to complete the water system planning process, including hydrant flow information. Coordinate with the Department of Health (DOH) throughout the development of the WSP.

### **Approach:**

- 1.1 Attend a pre-planning conference with Town and DOH staff.
- 1.2 Coordinate with Town staff during the data collection process. This includes coordinating via telephone and email, submitting the list of data needed and reviewing data provided by the Town.
- 1.3 Coordinate with DOH throughout the planning process to provide schedule and progress reports during completion of the WSP.
- 1.4 Provide assistance in the field during the initial flow tests to ensure the pressure and flow test objectives are met for the purpose of calibrating the hydraulic model. RH2 will provide flow testing instructions and the testing location information. Town staff will perform the tests at the

remaining locations, record the test results and forward to RH2. Town staff will operate the hydrants, valves and other facilities as necessary to perform the hydrant flow tests and provide the flow and pressure reading equipment. Town staff will also provide the operational status of facilities, including flows into the system from all sources and pump stations, and reservoir levels at the start and end of the tests.

**RH2 Deliverables:**

- Attendance at one meeting with Town and DOH staff.
- Coordination via telephone and email with DOH and Town staff.
- Assistance in the field during the initial hydrant flow tests.

**Exhibit B  
Town of Eatonville  
Comprehensive Water System Plan Update  
Data to be Provided by the Town**

The following list contains the information and data to be provided by the Town of Eatonville (Town) that is needed to update the Town's comprehensive water system plan (WSP). All available resources from previous planning work will be utilized to minimize the level of effort necessary. The list below is organized according to the Scope of Work activities. The engineering Fee Estimate for the project is based on this information being provided in whole on or before the date shown under the "Data Required" column of the project's estimated schedule.

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
<b>Activity 2 - Introduction and Water System Description</b>			
1. Pressure reducing station data for any stations that may have been added or changed since the 2005 WSP, includes station name, as-builts, location, main line and by-pass control valve size, normal inlet pressure, outlet pressure set points, operational priority (lead, lag, second lag, etc.), ground elevation, and pressure relief valve size and set point (if relief valve is included).	H		
2. List of any new check valves and zone valves (closed isolation valves between pressure zones) in the distribution system.	H		
3. Telemetry and supervisory control information that may have changed since the 2005 WSP, includes manufacturer and year of telemetry system, type of communications link (radio or phone), facilities monitored at master telemetry unit, facilities with remote telemetry units.	H		
4. Booster pump station data that may have changed since the 2005 WSP, includes pump station name, as-builts, location, year constructed, number of pumps, pump curves (or pump manufacturer and model number, pump serial number and impeller diameter), motor horsepower, ground elevation, normal pumping rate, and description of operation and control.	H		
5. Well data that may have changed since the 2005 WSP, includes well name, well log, location, year constructed, pump curve (or pump manufacturer and model number, pump serial number and impeller diameter); motor horsepower, well casing diameter, well column diameter, ground elevation, well depth, screen depth range, pump intake depth, normal pumping rate, static water level, water level at normal pumping rate, and description of operation and control.	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
6. Copy of most recent AutoCAD®/GIS files of the base map, aerial photo, existing water system and contours (if available).	H		
<b>Activity 3 – Land Use and Population</b>			
1. Copy of the Town's Comprehensive (Land Use) Plan.	H		
2. Summary of Town's efforts and involvement in regional water system planning.	L		
3. Identify on a map the areas where growth is expected to occur.	M		
4. List of planned developments. Provide name of development, type of development, number of units and development schedule.	M		
5. Copy of map or AutoCAD®/GIS file showing existing and future retail service area boundaries, if different than those shown in the 2005 WSP.	H		
6. Copy of map or AutoCAD®/GIS file showing existing and future land use.	H		
7. Copy of most recent Coordinated Water System Plan.			
<b>Activity 4 – Water Demands</b>			
1. Are all supply facilities metered?	L		
2. How often are customer meters read (monthly, every other month, etc.)?	H		
3. Hourly and daily reservoir level records (telemetry data, circular charts, data sheets, etc.) from each storage facility for June, July and August of 2004 through 2010 (to be used to determine the system's peaking factors).	H		
4. Hourly and daily water production records from each supply source for June, July and August of 2004 through 2010 (to be used to determine the system's peaking factors).	H		
5. Monthly water production totals from each source of supply from 2004 through 2009.	H		
6. Monthly (or bi-monthly) metered water consumption totals for each customer class from 2004 through 2010.	H		
7. Average number of connections for each month for each customer class from 2004 through 2010.	H		
8. Total number of multi-family units served in 2004 through 2010.	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
9. List of customers (approximately 10 to 20) that used the most water in 2010(as measured by individual meters), customer address and amount of consumption of each customer for the year.	H		
10. List of buildings with the largest fire flow requirements in the service area (provide at least three in each pressure zone). Provide name of building, address and fire flow requirement.	M		
11. General level of service fire flow requirements and duration for all land use classifications, such as single-family, multi-family, commercial, industrial, etc., if different than those in the 2005 WSP.	M		
12. Is water usage for construction projects, fire department activities and water main flushing recorded? If so, provide total annual amounts from 2004 through 2010.	H		
13. Database of 2010 totals of metered water consumption data for each meter, including address and parcel number, if available. Or monthly totals of metered consumption data for each meter route from May through September 2010, which includes meter route number or name, total monthly consumption amount and number of meters read for the month.	H		
14. Copy of sample letter and certificate of water availability that is issued prior to receiving a building permit.	M		
<b>Activity 5 – Policies and Design Criteria</b>			
1. Copy of water system policies and design criteria not contained in the previous WSP.	L		
2. Describe the process for responding to requests for new water service (individual and group services), including timeframes.	L		
3. Describe the process for determining if the system's capacity is adequate to provide water service to requests for new service. The process must include the determination of sufficient water rights.	L		
4. Describe any conditions of a non-technical nature that may impact the ability to provide new water service (e.g., annexation procedures, water rights issues, local ordinances, etc.).	L		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
5. Describe the procedures for granting or requesting extensions of time during a project. Describe the procedures for handling disputes and appeals when requests are denied.	L		
6. Describe policies for extensions of water service outside of boundaries. Describe how the policies are consistent with the local and county comprehensive (land use) plan, and development regulations.	L		
<b>Activity 6 – Water Source and Quality</b>			
1. Copy of water rights permits, certificates and other related information for all sources that changed since the last WSP.	M		
2. Copy of any recent reports and studies not prepared by RH2 for the sources of supply.	H		
3. Copy of past lead and copper monitoring results (2004 through 2010).	M		
4. Copy of asbestos monitoring results (2004 through 2010).	M		
5. Copy of source water quality monitoring results (2004 through 2010) for volatile organic chemicals, synthetic organic chemicals, inorganic chemical and physical substances, and radionuclides.	M		
6. Summarize the results of past (2004 through 2010) coliform monitoring. Indicate if monitoring results indicated levels above the regulatory limits. For each situation where the regulatory requirements were not met, describe the source of the problem and the follow up procedures that corrected the problem.	M		
7. Summarize the results of past (2004 through 20010) disinfectant concentration monitoring. Indicate if monitoring results did not meet the regulatory requirements. For each situation where the regulatory requirements were not met, describe the source of the problem and the follow up procedures that corrected the problem.	M		
8. Summarize the results of past (2004 through 2010) disinfectants and disinfection by-product monitoring and Initial Distribution System Evaluation.	M		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
9. Summarize the method of disinfection and initial dosage at each source (2004 through 2010).	M		
10. Is fluoride provided? If so, provide the initial dosage at each source.	M		
11. Copy of most recent Coliform Monitoring Plan.	M		
12. List of dirty water complaints (2004 through 2010), including date and location of each complaint.	M		
13. Copy of the most recent Consumer Confidence Report (CCR).	M		
14. Copy of 2004 through 2010 Water Quality Monitoring Reports (WQMR) from DOH that lists the specific monitoring requirements for the Town's system.	M		
<b>Activity 7 – Water System Analyses</b>			
1. List of known low or high water pressures areas not already identified in the 2005 WSP. Provide address and recorded pressure for each.	M		
2. List of known water system deficiencies and unsuitable pipe materials not already identified in the previous WSP.	M		
3. List of past (2004 through 2009) water main breaks. Provide address and date that each occurred.	L		
4. List of facilities that have emergency power supply connections or stand-by emergency generator sets if they have changed since the previous WSP.	L		
5. Normal operating range of each reservoir (water elevation that treatment plant, supply station or control valve is called to fill reservoir or the normal drawdown in each reservoir).	H		
6. AutoCAD drawing or GIS file containing all meter routes with each meter route represented by a closed polyline, and the meter route number or name. If the file is not available, provide a map of the water system showing the boundary of each meter route, and the meter route number or name. This will be used to allocate the water demands in the hydraulic model.	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
<b>Activity 8 – Operations and Maintenance</b>			
1. Personnel organization chart.	L		
2. Brief description of the major responsibilities for any new staff positions shown on the organizational chart.	L		
3. Updated list of all operators and their certifications.	L		
4. Provide a list of all major equipment, supplies and chemicals not contained in the previous WSP and used by the water system. Provide a list of the service representatives for major water system components and chemical suppliers.	L		
5. Provide a list of safety and first aid equipment owned by the system and identify safety training the personnel have and are required to have if different than the previous WSP.	L		
6. Maintenance schedules for each facility if different than those shown in the previous WSP.	L		
7. Staffing time for preventive maintenance of facilities and equipment.	L		
8. Staffing time for operation tasks.	L		
9. Identify procedures for keeping and compiling records and reports; provide a list of records that are on file; and identify where the records are filed if different than shown in previous WSP.	L		
10. Procedures for testing the accuracy of water meters and identifying the frequency of tests. Indicate most recent calibration of source and customer meters.	L		
11. Indicate approximate age of source and customer meters.	L		
12. List of the Utilities Division safety program activities and recent Labor and Industries' inspection reports.	L		
<b>Activity 9 – Capital Improvement Program (CIP)</b>			
1. List of desired water system improvements not contained in previous CIP.	M		
2. List of projects completed since the last WSP. List can be descriptive or map based.	M		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
3. Provide bid tabulation from water system projects completed during the past five years.	M		
<b>Activity 10 – Cross-Connection Control Plan</b>			
1. Copy of existing cross-connection control ordinance/resolution.	L		
2. Description of any changes to the cross-connection control program contained in the 2005 WSP.	L		
3. List of known backflow assemblies installed in the system (if available).	L		
4. Copy of latest cross-connection control program summary report that is submitted annually to DOH.	L		
<b>Activity 11 – Water Quality Monitoring Plan</b>			
1. List of routine and repeat coliform sampling sites, if different than those listed in the 2005 WSP (identify address of each routine sampling site and addresses of repeat upstream and downstream sampling site). Indicate sources of sample (house faucet, dedicated sample station, etc.)	M		
2. Sampling rotation schedule for coliform monitoring, if different than that listed in 2005 WSP.	M		
3. List of water source sampling sites, if different than that listed in the 2005 WSP. Indicate source of sample.	M		
4. Copy of monitoring waivers and related DOH correspondence.	M		
5. Copy of 2008, 2009 and 2010 Water Quality Monitoring Reports (WQMR) from DOH that lists the specific monitoring requirements for the Town's system.	M		
<b>Activity 12 – Water Use Efficiency Program</b>			
1. Summarize the Town of Eatonville's past efforts related to water conservation.	H		
2. Copy of Water Conservation Plan or Water Use Efficiency Program, if update since 2005.	H		
3. Has leak detection been performed in the distribution system in the past? If so, indicate date, description of areas tested and findings. Provide a copy of the leak detection report.	M		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
4. Water use reduction goals in percentage terms for the years 2011 through 2016. Water use reduction goals beyond 2016, if available.	H		
5. Describe what, if any, previous water use efficiency efforts will be discontinued. Identify why continuation of these efforts would be ineffective or describe that the program had a prescribed end date or savings level.	M		
5. Describe any available or potential sources of reclaimed water. Identify opportunities for the use of reclaimed water (i.e. irrigation for parks or schools, construction purposes or street cleaning) and an estimated annual volume for each use.	M		
6. Amount budgeted for each individual water use efficiency measure that is part of the water use efficiency program.	M		
<b>Activity 13 – Wellhead and Watershed Control Plan</b>			
1. Summarize the Town's past efforts towards protection of its water sources.	L		
2. List of known and potential water contaminant sources located within the watershed or wellhead protection areas not previously identified in the 2005 WSP.	L		
3. Copy of any source protection studies not prepared by RH2, if available.	L		
4. Identify present and past land uses (last 10 to 20 years) and proposed land uses not already identified in the 2005 WSP that might pose a threat to the water sources.	L		
<b>Activity 14 – Financial Analysis</b>			
Data request list to be provided separately at a later date by financial consultant.	TBD	To be provided at a later date.	
<b>Activity 16 – Appendices</b>			
1. SEPA Checklist (to be provided upon completion of final draft WSP).	L	To be provided at a later date.	
2. Copy of water resolutions or ordinances not specifically identified under other activities above.	L		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
3. Copy of most recent Water Facilities Inventory (WFI) form.	H		
4. Copy of standard maintenance logs and forms used.	L		
<b>Activity 20 – Hydraulic Model Update and Calibration</b>			
1. Copy of most recent WaterCAD® hydraulic model.	H		
2. Mapping of water system improvements completed since the 2005 WSP	H		
3. Results of hydrant flow and pressure tests. RH2 will identify test locations and provide a list of information to collect during tests. Results will be provided to RH2 following completion of all tests.	H	To be provided at a later date.	
4. Operational status of facilities, including flows into the system from all sources and pump stations and reservoir levels at the start and end of the hydrant tests.	H	To be provided at a later date.	

**EXHIBIT C**

Town of Eatonville

Comprehensive WSP Update - Phase 1

Estimate of Time and Expense

August 2011

Description		Total Hours	Total Labor	Subconsultant	Total Expense	Total Cost
Classification						
Task 1	Data Collection and DOH Coordination					
	Subtotal	43	\$ 5,818	\$ -	\$ 382	\$ 6,200
<b>PHASE 1 TOTAL</b>		<b>43</b>	<b>\$ 5,818</b>	<b>\$ -</b>	<b>\$ 382</b>	<b>\$ 6,200</b>

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

**2011 HOURLY RATES**

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$194.00	Technician	IV	\$124.00
Professional	VIII	\$194.00	Technician	III	\$116.00
Professional	VII	\$186.00	Technician	II	\$86.00
			Technician	I	\$81.00
Professional	VI	\$173.00			
Professional	V	\$164.00	Administrative	V	\$115.00
Professional	IV	\$154.00	Administrative	IV	\$96.00
			Administrative	III	\$82.00
Professional	III	\$144.00	Administrative	II	\$66.00
Professional	II	\$134.00	Administrative	I	\$56.00
Professional	I	\$122.00			

**IN-HOUSE SERVICES**

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

**OUTSIDE SERVICES**

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

All Subconsultant services are billed at cost plus 15%.

**CHANGES IN RATES**

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

**Exhibit E  
Town of Eatonville Comprehensive Water System Plan Update  
Estimated Schedule  
August 2011**

Plan Element	Data Required	2011												2012											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Scope of Work & Contract Authorization - Phase 1	n/a																								
Data Collection and DOH Coordination	n/a																								
Scope of Work & Contract Authorization - Phase 2	n/a																								
Introduction & Existing System Description	11/15/2011																								
Land Use & Population	11/15/2011																								
Water Demands	11/15/2011																								
Policies and Design Criteria	11/15/2011																								
Water Source and Quality	11/15/2011																								
Hydraulic Model Update & Calibration	11/15/2011																								
Water System Analyses	11/15/2011																								
Operations and Maintenance	11/15/2011																								
Capital Improvement Program	11/15/2011																								
Cross-Connection Control Plan	11/15/2011																								
Water Quality Monitoring Plan	11/15/2011																								
Water Use Efficiency Program	11/15/2011																								
Wellhead and Watershed Control Plan	11/15/2011																								
Financial Analysis	11/15/2011																								
Executive Summary	n/a																								
Appendices	11/15/2011																								
Draft Plan Review & Printing	n/a																								
Final Draft Plan Printing & Presentation	n/a																								
Transmittal to Agencies/Agency Review	n/a																								

"Data Required" = Date at which data listed in Exhibit E must be received to complete activities within schedule shown

# PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT**, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Town of Eatonville, A MUNICIPAL CORPORATION** hereinafter called the "CLIENT," and the consulting firm RH2 Engineering, Inc. whose address is, 22722 29<sup>th</sup> Drive SE, Suite 210, Washington 98021 at which work will be available for inspection, hereinafter called the "CONSULTANT."

## **PROJECT NAME: Comprehensive Water System Plan Update – Phase 1**

WHEREAS, the Client deems it advisable to engage the professional services and assistance of a qualified professional consulting firm to do the necessary engineering work for the project.

WHEREAS, the Consultant has represented and by entering into this Agreement now represents, that he is in full compliance with the statutes of the State of Washington for registration of professional engineers, has a current valid corporate certificate from the State of Washington or has a valid assumed name filing with the Secretary of State and that all personnel to be assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a competent and professional manner, and that sufficient qualified personnel are on staff or readily available to the Consultant to staff this Agreement.

WHEREAS, the Consultant has indicated that he desires to do the work set forth in the Agreement upon the terms and conditions set forth below and in the following Exhibits:

Exhibit A	Scope of Work- Phase 1
Exhibit B	Data to be Provided by the Town
Exhibit C	Fee Estimate – Phase 1
Exhibit D	Schedule of Hourly Rates and Charges
Exhibit E	Estimated Schedule

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

### **SCOPE OF WORK**

The Consultant shall furnish, and hereby warrants that it has, the necessary equipment, materials, and professionally trained and experienced personnel to facilitate completion of the work described in **Exhibit A** which is attached hereto and incorporated into this Agreement. The Consultant shall perform all work described in this Agreement in accordance with the latest edition and amendments to local and state regulations, guidelines and policies. The Consultant shall prepare information and perform studies as it may deem pertinent and necessary, in order to pass judgment in a sound engineering manner on the features of the work. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the Client. This item does not constitute an "Extra Work" item as related to the "Extra Work" section of the Agreement.

The work shall be verified for accuracy by a check by the Consultant and shall be certified by the Consultant. The Consultant will be held responsible for the accuracy of the work, even though the work has been accepted by the Client.

### **DESIGN CRITERIA**

The Client will designate the basic premises and criteria for the work needed. Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of local and State regulations, guidelines, and specifications.

### **ITEMS TO BE FURNISHED TO THE CONSULTANT BY THE CLIENT**

The Client will furnish the Consultant copies of documents which are available to the Client that will facilitate the preparation of the plans, studies, specifications, and estimates within the limits of the assigned work. All other records needed for the work must be obtained by the Consultant. The Consultant will coordinate with other available sources to obtain data or records available to those agencies. The Consultant shall be responsible for this data collection. The Consultant shall be responsible for the verification of existing records to insure they represent the accurate and current field conditions.

### **OWNERSHIP OF PRODUCTS AND DOCUMENTS TO BE FURNISHED BY THE CONSULTANT**

Ownership of the source files of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced by the Consultant as a result of this Agreement, whether or not completed, shall remain with the Consultant. Upon completion of the project, the Consultant shall provide the Client with tangible copies of the project documents in accordance with **Exhibit A**. The Consultant shall retain ownership of the source files and information developed by the Consultant in preparing the project documents. The Consultant shall provide the Client with electronic copies of the project documents, in accordance with **Exhibit A**, in any of the following formats: Adobe Portable Document Format (PDF), AutoCAD® Drawing Web Format (DWF) or JPEG (JPG). Any reuse of the project documents that is beyond the scope of the project is prohibited without written authorization from the Consultant.

The Client acknowledges the Consultant's plans and specifications are instruments of professional service. The Client agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

Methodology, materials, software, logic, and systems developed under said Contract are the property of the Consultant, and may be used as the Consultant sees fit, including the right to revise or publish the same without limitation.

Methodology, materials, software, logic, and systems developed under said Contract are the property of the Consultant, and may be used as the Consultant sees fit, including the right to revise or publish the same without limitation.

#### **TIME OF BEGINNING AND COMPLETION**

The work detailed in **Exhibit A** will be performed according to the schedule shown in **Exhibit E**. The Consultant shall not begin work under the terms of this Agreement until authorized in writing by the Client. If, after receiving Notice to Proceed, the Consultant is delayed in the performance of its services by factors that are beyond its control, the Consultant shall notify the Client of the delay and shall prepare a revised estimate of the time and cost needed to complete the Project and submit the revision to the Client for its approval. Time schedules are subject to mutual agreement for any revision unless specifically described as otherwise herein.

Delays attributable to or caused by one of the parties hereto amounting to **30** days or more affecting the completion of the work may be considered a cause for re-negotiation or termination of this Agreement by the other party.

#### **PAYMENT**

The Consultant shall be paid by the Client for completed work for services rendered under this Agreement as provided hereinafter and as specified in **Exhibit C** and **Exhibit D**. 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 will list actual time (days and/or hours) and dates during which the work was performed and the compensation shall be figured using the rates in **Exhibit D**. Payment for the work shown in **Exhibit A** shall not exceed \$6,200 without a written amendment to this contract, agreed to and signed by both parties. Payment for work stated in **Exhibit A** will be calculated based on the Consultant's hourly rates stated in **Exhibit D**.

Payment for extra work performed under this Agreement shall be paid as agreed to by the parties in writing at the time the extra work is authorized. (See "EXTRA WORK").

Finance charges, computed by a "Periodic Rate" of 1% per month, which is an annual percentage rate of 12% (applied to the previous month's balance after deducting payments and credits for the current month), will be charged on all past-due amounts unless otherwise provided by law or by contract. Invoices not paid within 30 days will be considered past-due.

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 Client unless such claims are specifically reserved in writing and transmitted to the Client by the Consultant prior to its acceptance. Final payment shall not, however, be a bar to any claims that the Client may have against the Consultant or to any remedies the Client may pursue with respect to such claims.

The Consultant and its Subconsultants shall keep available for inspection, by the Client, 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, these 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 starts when the Consultant receives final payment.

#### **CHANGES IN WORK**

The Consultant shall make all revisions and changes in the completed work of this Agreement as are necessary to correct errors, when required to do so by the Client, without additional compensation.

Should the Client find it desirable for its own purposes to have previously completed work or parts thereof revised, the Consultant shall make revisions, if requested and as directed by the Client in writing. This work shall be considered as "Extra Work" and will be paid for as provided in the Section "Extra Work."

#### **EXTRA WORK**

The Client may desire to have the Consultant perform work or render services in connection with the Project in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered as 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 Client. Any dispute as to whether work is Extra Work or work already covered under 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.

#### **EMPLOYMENT**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Client shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the 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 Client and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Consultant's employees, which so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of this contract, in the employ of the Client except regularly retired employees, without written consent of the Client.

If during the time period of this Agreement, the Consultant finds it necessary to increase its professional, technical, or clerical staff as a result of this work, the consultant will actively solicit minorities through their advertisement and interview process.

#### **NONDISCRIMINATION**

The 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, sex, 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 terminations; rates of pay or other forms of compensation; selection for training; and rendition of services. The Consultant understands and agrees that if it violates this Non-Discrimination provision, this Agreement may be terminated by the Client and further that the Consultant shall be barred from performing any services for the Client now or in the future, unless a showing is made satisfactory to the Client that discriminatory practices have terminated and that recurrence of such action is unlikely.

#### **TERMINATION OF AGREEMENT**

The Client reserves the right to terminate this Agreement at any time upon not less than ten (10) days written notice to the Consultant, subject to the Client's obligation to pay Consultant in accordance with subparagraphs C and D below.

- A. In the event this Agreement is terminated by the Client other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost for the work complete at the time of the 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 Notice to Terminate. If the accumulated payment made to the Consultant prior to the Notice of Termination exceeds the total amount that would be due as set forth herein above, then no final payment shall be due and the Consultant shall immediately reimburse the Client for any excess paid.
- B. In the event the services of the Consultant are terminated by the Client for fault on the part of the Consultant, the above stated formula for payment shall not apply. In such an event the amount to be paid shall be determined by the Client 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 the date of termination, whether that work is in a form or of a type which is usable to the Client at the time of termination, the cost to the Client of employing another 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 Client 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 the formula set forth in subsection A had been applied.
- C. In the event this Agreement is terminated prior to completion of the work, the Consultant shall retain ownership of the source files for all plans, reports, and documents prepared by the Consultant prior to termination. The Client shall be provided with tangible and electronic copies of the documents in accordance with the "Ownership of Products and Documents to be Furnished by the Consultant" section of the Agreement herein.
- D. Payment for any part of the work by the Client shall not constitute a waiver by the Client of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to perform work required of it by the Client. Forbearance of any rights under the Agreement will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the Consultant.

#### **DISPUTES**

Any dispute concerning questions of facts in connection with work not disposed of by agreement between the Consultant and the Client shall be referred for determination to the Client, whose decision in the matter shall be final and conclusive on the parties to this Agreement. In the event that either party is required to institute legal action or proceedings to enforce any of its rights in this Agreement, both parties agree that any such action shall be brought in the Superior Court of the State of Washington, situated in Pierce County.

#### **LEGAL RELATIONS**

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, defend and hold the Client, its officers and employees harmless from and shall process and defend at its own expense all 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 Client from claims, demands or suits based upon the conduct of the Client, 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 Client, 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 secure general liability, property damage, auto liability, and professional liability coverage in the amount of \$1.0 million, with a General Aggregate in the amount of \$2.0 million, unless waived or reduced by the Client. The Consultant shall submit a completed Insurance Information Form, and the Standard ACORD Certification Form prior to the execution of the contract. The Consultant shall also submit copies of the declarations pages of relevant insurance policies to the Client within 30 days of contract acceptance. The Certification and

Declaration page(s) shall be in a form as approved by the Client. If the Client's Risk Manager has the Declaration page(s) on file from a previous contract and no changes in insurance coverage has occurred, only the Certification Form will be required. The limits of said insurance shall not, however, limit the liability of the Consultant hereunder.

All coverages provided by the Consultant shall be in a form, and underwritten by a company acceptable to the Client. The Client will normally require carriers to have a minimum A.M. Best rating of A XII. The Consultant shall keep all required coverages in full force and effect during the life of this project, and a minimum of 30 days' notice shall be given to the Client prior to the cancellation of any policy.

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

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

**SUBLETTING OR ASSIGNING OF CONTRACTS**

The Consultant shall not sublet or assign any of the work covered by this Agreement without the express consent of the Client.

**ENDORSEMENT OF PLANS**

The Consultant shall place their certification on all plans, specifications, estimates or any other engineering data furnished by them in accordance with RCW 18.43.070.

**COMPLETE AGREEMENT**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. Any supplements to this Agreement will be in writing and executed and will become part of this Agreement. No agent, or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representations, promise, or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment or "Extra Work" authorization to this Agreement.

The invalidity or unenforceability of any provision in this Agreement shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**EXECUTION AND ACCEPTANCE**

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant does hereby ratify and adopt 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 day and year first written above.

*Tony V. Pardi*  
 \_\_\_\_\_  
 APPROVED - SIGNATURE

*Tony V. Pardi*  
 \_\_\_\_\_  
 PRINT NAME

*Vice, President*  
 \_\_\_\_\_  
 TITLE

*8/18/11*  
 \_\_\_\_\_  
 DATE

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

\_\_\_\_\_  
 APPROVED - SIGNATURE

\_\_\_\_\_  
 PRINT NAME

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 DATE

Town of Eatonville, PO Box 309, Eatonville, WA 98328

**Exhibit A**  
**Scope of Work**  
**Town of Eatonville**  
**Comprehensive Water System Plan Update – Phase 1**  
August 2011

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**Background**

RH2 completed the Town of Eatonville's (Town) most recent Comprehensive Water System Plan (WSP) in June 2005. Based on the planning requirements of Washington Administrative Code (WAC) section 246-290, the Town's WSP must be updated every 6 years. According to a letter the Town received from the Washington State Department of Health (DOH), the Town's updated WSP is due by November 2011. Since the time of the last WSP, the Town has begun using a new treatment plant and population projections have been revised. New regulatory requirements have also been imposed since the completion of the 2005 WSP. These requirements include the Water Use Efficiency Rule, the Ground Water Rule, the Stage 2 Disinfectants/Disinfection By-products Rule and the Long Term 2 Enhanced Surface Water Treatment Rule as well as updates to the DOH Water System Design Manual in 2009. Because of the addition of a new treatment plant, it is also recommended that the hydraulic model of the water system be updated and calibrated to confirm its ability to accurately reflect the capacity of the system.

This Phase 1 Scope of Work outlines tasks necessary to begin the Town's WSP update process. The tasks include DOH coordination for project scoping, data collection and initial set-up for the hydrant flow testing. The Phase 2 Scope of Work will be finalized after the pre-planning conference with DOH. The Phase 2 Scope of Work will address the new regulatory requirements to ensure that the Town's water system is capable of meeting the needs of customers throughout the 20-year planning period. All available resources from the previous planning work will be utilized to minimize the level of effort necessary to complete this WSP update. Attached as **Exhibit B** is a list of data to be provided by the Town prior to commencement of the activities described in the Phase 2 Scope of Work.

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

**Objective:** Assist the Town in collecting data necessary to complete the water system planning process, including hydrant flow information. Coordinate with the Department of Health (DOH) throughout the development of the WSP.

**Approach:**

- 1.1 Attend a pre-planning conference with Town and DOH staff.
- 1.2 Coordinate with Town staff during the data collection process. This includes coordinating via telephone and email, submitting the list of data needed and reviewing data provided by the Town.
- 1.3 Coordinate with DOH throughout the planning process to provide schedule and progress reports during completion of the WSP.
- 1.4 Provide assistance in the field during the initial flow tests to ensure the pressure and flow test objectives are met for the purpose of calibrating the hydraulic model. RH2 will provide flow testing instructions and the testing location information. Town staff will perform the tests at the

remaining locations, record the test results and forward to RH2. Town staff will operate the hydrants, valves and other facilities as necessary to perform the hydrant flow tests and provide the flow and pressure reading equipment. Town staff will also provide the operational status of facilities, including flows into the system from all sources and pump stations, and reservoir levels at the start and end of the tests.

**RH2 Deliverables:**

- Attendance at one meeting with Town and DOH staff.
- Coordination via telephone and email with DOH and Town staff.
- Assistance in the field during the initial hydrant flow tests.

**Exhibit B**  
**Town of Eatonville**  
**Comprehensive Water System Plan Update**  
**Data to be Provided by the Town**

The following list contains the information and data to be provided by the Town of Eatonville (Town) that is needed to update the Town's comprehensive water system plan (WSP). All available resources from previous planning work will be utilized to minimize the level of effort necessary. The list below is organized according to the Scope of Work activities. The engineering Fee Estimate for the project is based on this information being provided in whole on or before the date shown under the 'Data Required' column of the project's estimated schedule.

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
<b>Activity 2 – Introduction and Water System Description</b>			
1. Pressure reducing station data for any stations that may have been added or changed since the 2005 WSP, includes station name, as-builts, location, main line and by-pass control valve size, normal inlet pressure, outlet pressure set points, operational priority (lead, lag, second lag, etc.), ground elevation, and pressure relief valve size and set point (if relief valve is included).	H		
2. List of any new check valves and zone valves (closed isolation valves between pressure zones) in the distribution system.	H		
3. Telemetry and supervisory control information that may have changed since the 2005 WSP, includes manufacturer and year of telemetry system, type of communications link (radio or phone), facilities monitored at master telemetry unit, facilities with remote telemetry units.	H		
4. Booster pump station data that may have changed since the 2005 WSP, includes pump station name, as-builts, location, year constructed, number of pumps, pump curves (or pump manufacturer and model number, pump serial number and impeller diameter), motor horsepower, ground elevation, normal pumping rate, and description of operation and control.	H		
5. Well data that may have changed since the 2005 WSP, includes well name, well log, location, year constructed, pump curve (or pump manufacturer and model number, pump serial number and impeller diameter); motor horsepower, well casing diameter, well column diameter, ground elevation, well depth, screen depth range, pump intake depth, normal pumping rate, static water level, water level at normal pumping rate, and description of operation and control.	H		

## Comprehensive Water System Plan Update

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
6. Copy of most recent AutoCAD®/GIS files of the base map, aerial photo, existing water system and contours (if available).	H		
<b>Activity 3 – Land Use and Population</b>			
1. Copy of the Town's Comprehensive (Land Use) Plan.	H		
2. Summary of Town's efforts and involvement in regional water system planning.	L		
3. Identify on a map the areas where growth is expected to occur.	M		
4. List of planned developments. Provide name of development, type of development, number of units and development schedule.	M		
5. Copy of map or AutoCAD®/GIS file showing existing and future retail service area boundaries, if different than those shown in the 2005 WSP.	H		
6. Copy of map or AutoCAD®/GIS file showing existing and future land use.	H		
7. Copy of most recent Coordinated Water System Plan.			
<b>Activity 4 – Water Demands</b>			
1. Are all supply facilities metered?	L		
2. How often are customer meters read (monthly, every other month, etc.)?	H		
3. Hourly and daily reservoir level records (telemetry data, circular charts, data sheets, etc.) from each storage facility for June, July and August of 2004 through 2010 (to be used to determine the system's peaking factors).	H		
4. Hourly and daily water production records from each supply source for June, July and August of 2004 through 2010 (to be used to determine the system's peaking factors).	H		
5. Monthly water production totals from each source of supply from 2004 through 2009.	H		
6. Monthly (or bi-monthly) metered water consumption totals for each customer class from 2004 through 2010.	H		
7. Average number of connections for each month for each customer class from 2004 through 2010.	H		
8. Total number of multi-family units served in 2004 through 2010.	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
9. List of customers (approximately 10 to 20) that used the most water in 2010(as measured by individual meters), customer address and amount of consumption of each customer for the year.	H		
10. List of buildings with the largest fire flow requirements in the service area (provide at least three in each pressure zone). Provide name of building, address and fire flow requirement.	M		
11. General level of service fire flow requirements and duration for all land use classifications, such as single-family, multi-family, commercial, industrial, etc., if different than those in the 2005 WSP.	M		
12. Is water usage for construction projects, fire department activities and water main flushing recorded? If so, provide total annual amounts from 2004 through 2010.	H		
13. Database of 2010 totals of metered water consumption data for each meter, including address and parcel number, if available. Or monthly totals of metered consumption data for each meter route from May through September 2010, which includes meter route number or name, total monthly consumption amount and number of meters read for the month.	H		
14. Copy of sample letter and certificate of water availability that is issued prior to receiving a building permit.	M		
<b>Activity 5 – Policies and Design Criteria</b>			
1. Copy of water system policies and design criteria not contained in the previous WSP.	L		
2. Describe the process for responding to requests for new water service (individual and group services), including timeframes.	L		
3. Describe the process for determining if the system's capacity is adequate to provide water service to requests for new service. The process must include the determination of sufficient water rights.	L		
4. Describe any conditions of a non-technical nature that may impact the ability to provide new water service (e.g., annexation procedures, water rights issues, local ordinances, etc.).	L		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
5. Describe the procedures for granting or requesting extensions of time during a project. Describe the procedures for handling disputes and appeals when requests are denied.	L		
6. Describe policies for extensions of water service outside of boundaries. Describe how the policies are consistent with the local and county comprehensive (land use) plan, and development regulations.	L		
<b>Activity 6 – Water Source and Quality</b>			
1. Copy of water rights permits, certificates and other related information for all sources that changed since the last WSP.	M		
2. Copy of any recent reports and studies not prepared by RH2 for the sources of supply.	H		
3. Copy of past lead and copper monitoring results (2004 through 2010).	M		
4. Copy of asbestos monitoring results (2004 through 2010).	M		
5. Copy of source water quality monitoring results (2004 through 2010) for volatile organic chemicals, synthetic organic chemicals, inorganic chemical and physical substances, and radionuclides.	M		
6. Summarize the results of past (2004 through 2010) coliform monitoring. Indicate if monitoring results indicated levels above the regulatory limits. For each situation where the regulatory requirements were not met, describe the source of the problem and the follow up procedures that corrected the problem.	M		
7. Summarize the results of past (2004 through 2010) disinfectant concentration monitoring. Indicate if monitoring results did not meet the regulatory requirements. For each situation where the regulatory requirements were not met, describe the source of the problem and the follow up procedures that corrected the problem.	M		
8. Summarize the results of past (2004 through 2010) disinfectants and disinfection by-product monitoring and Initial Distribution System Evaluation.	M		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
9. Summarize the method of disinfection and initial dosage at each source (2004 through 2010).	M		
10. Is fluoride provided? If so, provide the initial dosage at each source.	M		
11. Copy of most recent Coliform Monitoring Plan.	M		
12. List of dirty water complaints (2004 through 2010), including date and location of each complaint.	M		
13. Copy of the most recent Consumer Confidence Report (CCR).	M		
14. Copy of 2004 through 2010 Water Quality Monitoring Reports (WQMR) from DOH that lists the specific monitoring requirements for the Town's system.	M		
<b>Activity 7 – Water System Analyses</b>			
1. List of known low or high water pressures areas not already identified in the 2005 WSP. Provide address and recorded pressure for each.	M		
2. List of known water system deficiencies and unsuitable pipe materials not already identified in the previous WSP.	M		
3. List of past (2004 through 2009) water main breaks. Provide address and date that each occurred.	L		
4. List of facilities that have emergency power supply connections or stand-by emergency generator sets if they have changed since the previous WSP.	L		
5. Normal operating range of each reservoir (water elevation that treatment plant, supply station or control valve is called to fill reservoir or the normal drawdown in each reservoir).	H		
6. AutoCAD drawing or GIS file containing all meter routes with each meter route represented by a closed polyline, and the meter route number or name. If the file is not available, provide a map of the water system showing the boundary of each meter route, and the meter route number or name. This will be used to allocate the water demands in the hydraulic model.	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
<b>Activity 8 – Operations and Maintenance</b>			
1. Personnel organization chart.	L		
2. Brief description of the major responsibilities for any new staff positions shown on the organizational chart.	L		
3. Updated list of all operators and their certifications.	L		
4. Provide a list of all major equipment, supplies and chemicals not contained in the previous WSP and used by the water system. Provide a list of the service representatives for major water system components and chemical suppliers.	L		
5. Provide a list of safety and first aid equipment owned by the system and identify safety training the personnel have and are required to have if different than the previous WSP.	L		
6. Maintenance schedules for each facility if different than those shown in the previous WSP.	L		
7. Staffing time for preventive maintenance of facilities and equipment.	L		
8. Staffing time for operation tasks.	L		
9. Identify procedures for keeping and compiling records and reports; provide a list of records that are on file; and identify where the records are filed if different than shown in previous WSP.	L		
10. Procedures for testing the accuracy of water meters and identifying the frequency of tests. Indicate most recent calibration of source and customer meters.	L		
11. Indicate approximate age of source and customer meters.	L		
12. List of the Utilities Division safety program activities and recent Labor and Industries' inspection reports.	L		
<b>Activity 9 – Capital Improvement Program (CIP)</b>			
1. List of desired water system improvements not contained in previous CIP.	M		
2. List of projects completed since the last WSP. List can be descriptive or map based.	M		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
3. Provide bid tabulation from water system projects completed during the past five years.	M		
<b>Activity 10 – Cross-Connection Control Plan</b>			
1. Copy of existing cross-connection control ordinance/resolution.	L		
2. Description of any changes to the cross-connection control program contained in the 2005 WSP.	L		
3. List of known backflow assemblies installed in the system (if available).	L		
4. Copy of latest cross-connection control program summary report that is submitted annually to DOH.	L		
<b>Activity 11 – Water Quality Monitoring Plan</b>			
1. List of routine and repeat coliform sampling sites, if different than those listed in the 2005 WSP (identify address of each routine sampling site and addresses of repeat upstream and downstream sampling site). Indicate sources of sample (house faucet, dedicated sample station, etc.)	M		
2. Sampling rotation schedule for coliform monitoring, if different than that listed in 2005 WSP.	M		
3. List of water source sampling sites, if different than that listed in the 2005 WSP. Indicate source of sample.	M		
4. Copy of monitoring waivers and related DOH correspondence.	M		
5. Copy of 2008, 2009 and 2010 Water Quality Monitoring Reports (WQMR) from DOH that lists the specific monitoring requirements for the Town's system.	M		
<b>Activity 12 – Water Use Efficiency Program</b>			
1. Summarize the Town of Eatonville's past efforts related to water conservation.	H		
2. Copy of Water Conservation Plan or Water Use Efficiency Program, if update since 2005.	H		
3. Has leak detection been performed in the distribution system in the past? If so, indicate date, description of areas tested and findings. Provide a copy of the leak detection report.	M		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
4. Water use reduction goals in percentage terms for the years 2011 through 2016. Water use reduction goals beyond 2016, if available.	H		
5. Describe what, if any, previous water use efficiency efforts will be discontinued. Identify why continuation of these efforts would be ineffective or describe that the program had a prescribed end date or savings level.	M		
5. Describe any available or potential sources of reclaimed water. Identify opportunities for the use of reclaimed water (i.e. irrigation for parks or schools, construction purposes or street cleaning) and an estimated annual volume for each use.	M		
6. Amount budgeted for each individual water use efficiency measure that is part of the water use efficiency program.	M		
<b>Activity 13 – Wellhead and Watershed Control Plan</b>			
1. Summarize the Town's past efforts towards protection of its water sources.	L		
2. List of known and potential water contaminant sources located within the watershed or wellhead protection areas not previously identified in the 2005 WSP.	L		
3. Copy of any source protection studies not prepared by RH2, if available.	L		
4. Identify present and past land uses (last 10 to 20 years) and proposed land uses not already identified in the 2005 WSP that might pose a threat to the water sources.	L		
<b>Activity 14 – Financial Analysis</b>			
Data request list to be provided separately at a later date by financial consultant.	TBD	To be provided at a later date.	
<b>Activity 16 – Appendices</b>			
1. SEPA Checklist (to be provided upon completion of final draft WSP).	L	To be provided at a later date.	
2. Copy of water resolutions or ordinances not specifically identified under other activities above.	L		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
3. Copy of most recent Water Facilities Inventory (WFI) form.	H		
4. Copy of standard maintenance logs and forms used.	L		
<b>Activity 20 – Hydraulic Model Update and Calibration</b>			
1. Copy of most recent WaterCAD® hydraulic model.	H		
2. Mapping of water system improvements completed since the 2005 WSP	H		
3. Results of hydrant flow and pressure tests. RH2 will identify test locations and provide a list of information to collect during tests. Results will be provided to RH2 following completion of all tests.	H	To be provided at a later date.	
4. Operational status of facilities, including flows into the system from all sources and pump stations and reservoir levels at the start and end of the hydrant tests.	H	To be provided at a later date.	

**EXHIBIT C**

Town of Eatonville

Comprehensive WSP Update - Phase 1

Estimate of Time and Expense

August 2011

	Description	Total Hours	Total Labor	Subconsultant	Total Expense	Total Cost
	Classification					
Task 1	Data Collection and DOH Coordination					
	Subtotal	43	\$ 5,818	\$ -	\$ 382	\$ 6,200
<b>PHASE 1 TOTAL</b>		<b>43</b>	<b>\$ 5,818</b>	<b>\$ -</b>	<b>\$ 382</b>	<b>\$ 6,200</b>

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

**2011 HOURLY RATES**

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$194.00	Technician	IV	\$124.00
Professional	VIII	\$194.00	Technician	III	\$116.00
Professional	VII	\$186.00	Technician	II	\$86.00
			Technician	I	\$81.00
Professional	VI	\$173.00			
Professional	V	\$164.00	Administrative	V	\$115.00
Professional	IV	\$154.00	Administrative	IV	\$96.00
			Administrative	III	\$82.00
Professional	III	\$144.00	Administrative	II	\$66.00
Professional	II	\$134.00	Administrative	I	\$56.00
Professional	I	\$122.00			

**IN-HOUSE SERVICES**

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

**OUTSIDE SERVICES**

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

All Subconsultant services are billed at cost plus 15%.

**CHANGES IN RATES**

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

