

RESOLUTION NO. 3280

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH RH2 ENGINEERING FOR THE GENERAL SEWER PLAN UPDATE.

WHEREAS, in November 2015 the City authorized RH2 Engineering to prepare a General Sewer Plan (Plan) in accordance with Washington Administrative Code (WAC) 173-240-050; and

WHEREAS, the data used in the current Plan is now a decade old and there has been an increase in the number of sewer customers and sewer flow to the Sumner Wastewater Treatment Plant; and

WHEREAS, the City Council has budgeted \$300,000 in the 2025/2026 budget for an update of the Plan; and

WHEREAS, the City Council has budgeted \$350,000 in the 2025/2026 budget for LS-17 Replacement Construction or LS-24 Diversion Design; and

WHEREAS, staff have requested a scope and fee from RH2 Engineering for the Plan and to include the sewer modeling associated with the LS-24 Diversion Design; and

WHEREAS, RH2 Engineering has provided a scope and fee in the amount of \$349,924 for the Plan and to include the sewer modeling associated with the LS-24 Diversion Design; and

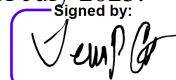
WHEREAS, staff propose to move funds in the 2025/2026 sewer budget in the amount of \$49,924 from the LS-24 Diversion Design to the Plan update; and

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

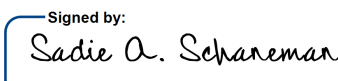
Section 1. Contract Award. The Mayor is authorized to sign the attached contract with RH2 Engineering General Sewer Plan Update in the amount of \$349,924.

Section 2. Funding Reallocation. The 2025 – 2026 Sewer Capital Improvement Plan is modified to increase the funding for the Sewer General Plan by \$50,000 and the LS-24 Diversion Study/LS17 Rebuild funding is reduced by \$50,000.

PASSED by the City Council this 8th day of July 2025.

Signed by:

338AD7C43E0E402...
Terry Carter, Mayor

AUTHENTICATED:

Signed by:

976A06C62D794C6...
Sadie A. Schaneman, MMC, City Clerk

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Item Type: Resolution	Agenda Bill Number & Ordinance/Resolution/Motion Number: AB25-48 & R25-48	
Department/Division Submitting: Public Services	Presenter: Ken Gill and Lance Johnson	City Strategic Goal Category: Sewer Service Vision

Agenda Subject: General Sewer Plan Update.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Contract With RH2 Engineering For The General Sewer Plan Update.

Administrative Recommendation: Approve

Short Background Summary: The Existing Sewer General Plan Was Prepared Ten Years Ago. It Was Budgeted In 2023 For An Update; However, Funding Was Redirected To Allow Rehabilitation Of Lift Station #20. As Part Of The 2025-2026 CIP, Funds Were Allocated To Complete The Update Of The Sewer General Plan. The Proposed Update Will Perform Flow Monitoring, Identify Improvements In North And South Sewer Service Areas, Prioritize Maintenance Of 25 Pump Stations And 87 Grinder Pumps, Perform Site Visits Or Make Recommendations For Repairs And Upgrades Within The System, And Ensure That The System Can Provide Service To The Expected Population Growth Between Now And 2049.

Attachments: Professional Services Agreement, and 2025/2026 Sewer CIP

BUDGET INFORMATION

Budgeted Amount: \$300,000	Current Balance:	Expenditure Amount Needed: \$349,924	Budgeted Balance Difference: (\$49,924)
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Budget Explanation: BARS # 402.101.035.594.35.65.01. The 2025/2026 Budget Includes \$350,000 For A Study/Design To Divert Flows From Lift Station #17 to Lift Station #24. Both Efforts Model The City's Sewer System And Are Expected To Be Completed At The Same Time. A Portion (\$49,924) Will Be Used From The \$350,000 To Fund This Work.

COMMITTEE, BOARD & COMMISSION REVIEW

Public Hearing Date: NA **Name Of Committee/Commission Public Hearing Was Done At:**

Date & Name Of Committee/ Commission Meeting	Return To Committee/ Commission/Board	Council Workshop Discussion	Consent Agenda	Council Full Issues
Date: July 1, 2025 Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

Hearing Examiner Review:

Preparer sent affected Department Director(s) copy of AB

☐ Administrative Services ☐ Court ☐ Executive
☐ Finance ☐ Police ☒ Public Services

COUNCIL ACTION

Workshop Date(s):

Meeting Date(s): 7/8/2025

Public Hearing Date(s):

Tabled To:

APPROVALS

Department Director:
Jason Sullivan

Mayor:
Terry Carter

Date Reviewed By City Attorney (if applicable):

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF BONNEY LAKE AND RH2 ENGINEERING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the City of Bonney Lake, Washington, a municipal corporation (“**City**”) and RH2 Engineering, Inc., organized under the laws of the State of Washington, located and doing business at 1201 Pacific Avenue, Suite 1750, Tacoma, Washington 98402 (hereinafter the “**Consultant**”).

RECITALS:

WHEREAS, the City desires to have General Sewer Plan Update performed; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions; and

WHEREAS, the City complied with the requirements for hiring Consultant contained in Chapter 39.80 RCW;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the Parties agree as follows:

AGREEMENT:

1. Scope of Services to be Performed by Consultant.

The Consultant shall perform those services described on Exhibit “A,” which is attached hereto and incorporated herein by this reference as if set forth in full. In performing such services, the Consultant shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance. The Consultant shall request and obtain prior written approval from the City if the scope or schedule is to be modified in any way.

2. Compensation and Method of Payment.

The City shall pay the Consultant for services rendered a sum not to exceed Three Hundred Forty-Nine Thousand Nine Hundred Twenty-Four Dollars (\$349,924) for the work set forth in Exhibit “A”. The City shall pay the Consultant within a reasonable amount of time once an invoice is received, provided that the Consultant is making steady progress on the work and meeting its deadlines. Such installments shall be paid on the first or third Thursday of the month with the final installment being paid after delivery of Draft General Sewer Plan. The City further reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on the date the last Party executes this Agreement and ending December 31, 2026 unless sooner terminated under the provisions of this Agreement or extended by mutual agreement of the Parties. Time is of the essence of this Agreement in each and all of its provisions

in which performance is required.

4. Ownership and Use of Documents.

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not. Reuse of materials produced by the Consultant other than as contemplated by this Agreement shall be without liability to the Consultant.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the City are considered "public records" and may be subject to disclosure by the City under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The City may be required, upon request, to disclose the Agreement, and the documents and records submitted to the City by Consultant, unless an exemption under the Public Records Act applies. If the City receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the City's public records officer at no cost to the City.

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

6. Indemnification. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorneys' fees, to the extent arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

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

7. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. *Minimum Scope of Insurance.* Consultant shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- ii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- iii. Professional Liability insurance appropriate to the Consultant's profession.

B. *Minimum Amounts of Insurance.* Consultant shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. *Other Insurance Provision.* The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

D. *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. *Verification of Coverage.* The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. *Notice of Cancellation.* The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. *No Limitation.* Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. City's Right of Inspection and Audit.

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

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

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

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection reasonably necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days' prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports, or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance

coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

13. Force Majeure. Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a "**Force Majeure**"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure. Provided however, that the current COVID-19 pandemic shall not be considered a Force Majeure unless constraints on a Party's performance that result from the pandemic become substantially more onerous after the effective date of this Agreement. In order to claim Force Majeure, the Party claiming must provide notice to the other Party within fourteen (14) days of the event which constitutes Force Majeure or such claim shall be waived for any period in which notice was due.

14. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

15. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City. Any assignment made without the prior approval of the City is void.

16. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

17. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Consultant shall not disclose any such information to any third parties without (1) the prior written consent of the City or (2) legal process requiring disclosure, provided advance notice is provided to the City. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

18. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

19. Employment of State Retirees. The City is a “DRS-covered employer” which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Consultant’s employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Consultant is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Consultant shall determine whether any of its employees providing services to the City or any of the Consultant’s owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Consultant. Consultant shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys’ fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Consultant’s failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement between the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the Parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibit, then the terms and conditions of this Agreement shall prevail over the exhibit. Either Party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

21. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of

deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

Notices to the City of Bonney Lake shall be sent to the following address:

City Clerk
City of Bonney Lake
9002 Main Street E.
Bonney Lake WA 98391

Notices to the Consultant shall be sent to the following address:

Geoffrey Dillard, Director
1201 Pacific Ave, Ste 1750
Tacoma WA 98402
gdillard@rh2.com

22. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in Pierce County, Washington. The prevailing party in any such action shall be entitled to its reasonable attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

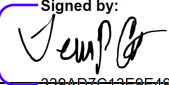
23. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

25. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the dates listed below.

CITY OF BONNEY LAKE

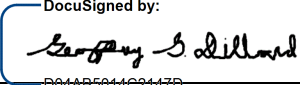
Signed by:

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Name: Terry Carter

Title: Mayor

Date: 7/8/2025

CONSULTANT

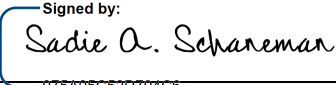
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D04AD501462147D...

Name: Geoffrey Dillard

Title: Director

Date: 7/9/2025 | 12:55 PM PDT

ATTEST

Signed by:

By: Sadie A. Schaneman
975A05C52D794C6...
Sadie A. Schaneman, MMC
City Clerk

APPROVED AS TO FORM

DocuSigned by:

Jennifer S. Robertson
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Jennifer S. Robertson, City Attorney

EXHIBIT A

Scope of Services to be Provided by Consultant. The Scope of Services is described in the attached Proposal dated May 2025 which is attached hereto and incorporated herein.

EXHIBITS B & C
Fee Estimate & Rates of Service

Fee Estimate & Rates of Service to be Provided by Consultant. The Fee Estimate & Rates of Service is described in the attached Proposal dated May 2025 which is attached hereto and incorporated herein.

EXHIBIT A
Scope of Work
City of Bonney Lake
General Sewer Plan Update
May 2025

Background

The City of Bonney Lake's (City) most recent *Sewer System Plan* (GSP) was completed in February 2019. In addition to the GSP being outdated, the City is currently evaluating several concerns that warrant a comprehensive update of the sewer planning document to help guide decisions concerning new developments, pump station upgrades, and capacity analyses. The GSP update will meet the requirements of Washington Administrative Code (WAC) 173-240-050. The City has requested that RH2 Engineering, Inc., (RH2) assist in updating the GSP.

Some aspects of the City's sewer system have changed since the last GSP, including the construction of pump stations and the annexation of new areas. As updating the GSP will utilize many different sources of information, RH2 will rely on the accuracy and completeness of any data, information, or materials provided by the City or others in relation to this Scope of Work.

General Assumptions

The following assumptions were made when preparing this Scope of Work:

- *The GSP update will utilize readily available population and land use data; therefore, this Scope of Work does not include the preparation of independent population projections.*
- *Deliverables will be submitted in electronic format (PDF) unless otherwise noted.*
- *RH2 will perform the services described to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2.*

Task 1 – Project Management Services

Objective: Provide project management services.

Approach:

- 1.1 Perform project management and coordination activities for the RH2 project team.
- 1.2 Prepare for and attend project status meetings with the City. *RH2 anticipates two (2) project status meetings.*
- 1.3 Prepare monthly invoices and budget status updates.

RH2 Deliverables:

- Status reports, as requested by City staff.
- Monthly invoices.

Task 2 – System Overview and Collection of Existing Information

Objective: Update the existing sewer system description based on changes since the previous GSP was completed.

Approach:

- 2.1 Collect available mapping and other data regarding sewer system updates since the completion of the previous GSP. Coordinate with the City during the data collection process. This includes coordination over the telephone, submitting lists of data needed to the City, and reviewing the data provided by the City. *The Fee Estimate is based on the majority of these items being provided by the City or others prior to beginning the GSP update.* Provide a data request list to the City prior to the project kick-off meeting.
- 2.2 Attend one (1) project kick-off meeting with the City.
- 2.3 Prepare updated color figures illustrating the existing collection system and current planning boundaries.
- 2.4 Provide updated descriptions for the existing collection system and service area changes based on improvements since the completion of the previous GSP including the North, Core and South Service Areas. *It is assumed that a majority of the previous GSP will be reused for this subtask.*
- 2.5 Review and update information for pump station inventory and flow rate records, as available.
- 2.6 Collect and compile available existing data for metered water usage, precipitation, average daily temperatures, and wastewater flows.

RH2 Deliverables:

- Data request list.
- Attendance at one (1) project kick-off meeting.
- Chapter 1 – Introduction for City review and comment.
- Chapter 2 – Sewer System Description for City review and comment.

Task 3 – Land Use, Population, and Flow Analyses

Objective: Update the sewer system population projections and the associated future flow rates.

Approach:

- 3.1 Review planning information from the recent City *Comprehensive Plan* update effort relating to the existing and future sanitary sewer service area, existing and future land use, population forecasts, and environmental considerations. Evaluate the 10-year, 20-year and planning horizon extending to 2049.
- 3.2 Review data from the City regarding population projections and any changes to the City's GSP.

- 3.3 Evaluate flow rate data and peaking factors based on information provided by the City. Identify areas where additional flow monitoring information is needed.
- 3.4 Estimate future wastewater flows.
- 3.5 Attend one (1) meeting with the City staff regarding planning data and the calculated future flow rates.

RH2 Deliverables:

- Attendance at one (1) meeting with City staff.
- Chapter 3 – Land Use and Population for City review and comment.
- Chapter 4 – Flow Analysis for City review and comment.

Provided by City:

- Population and land use projections for the proposed development at the 465 Plateau.

Task 4 – Develop Policies and Design Criteria

Objective: Develop policies and design criteria for the expansion, operation, and maintenance of the sanitary sewer collection system.

Approach:

- 4.1 Review changes to the City's standards pertaining to the sewer system policies and criteria.
- 4.2 Summarize applicable laws, regulations, and policies for the future sanitary sewer collection and treatment. Policies and design criteria will be developed based on requirements established by the Washington State Departments of Ecology (Ecology) and Health (DOH), the U.S. Environmental Protection Agency (EPA), and the American Public Works Association (APWA). The policies and design criteria will relate to future construction standards, operation and maintenance requirements, replacement and rehabilitation criteria, and financial policies for the design, construction, and operation of the sanitary sewer collection system.
- 4.3 Update the City's Sewer Standard Details.

Assumptions:

- *The updates to the City's Standard Details includes eight hours of AutoCAD work.*

RH2 Deliverables:

- Chapter 5 – Policies and Design Criteria for City review and comment.

Task 5 – Analyze Existing System

Objective: Describe and evaluate the existing system to identify deficiencies and recommend improvements.

Approach:

- 5.1 Update the City's hydraulic model with sewer system improvements completed since the previous GSP. Projected flow rates for future conditions will be based on the City's current land use and population forecasts, as described under Task 3.
- 5.2 Evaluate the conveyance capacity and operation for Lift Station 24.
- 5.3 Determine collection system deficiencies for existing and future flow rates utilizing the hydraulic model.
- 5.4 Prepare color figures illustrating collection system deficiencies.
- 5.5 Identify areas of the system that need improvement or should be evaluated with video cameras, based on a review of the sewer records and discussions with City maintenance staff.
- 5.6 Analyze available infiltration and inflow (I/I) information compiled in Task 1. Determine the quantity and sources of I/I, and/or make recommendations for additional investigations.
- 5.7 Conduct site visits at each of the City's existing pump stations to observe the condition and performance of each facility. *One day and two staff members (16) hours are estimated for completing the site visits.*
- 5.8 Review pump station performance based on existing design and operating data. Summarize each station's current capacity and performance.
- 5.9 Compare projected future flow rates to existing measured pump capacities.
- 5.10 Attend one (1) meeting with City staff to discuss identified sewer system deficiencies.

Assumptions:

- *The septic abatement improvements will be included in the sewer system evaluation.*

RH2 Deliverables:

- Site visits to pump station facilities.
- Attendance at one (1) meeting with City staff.
- Chapter 6 – Existing System Analysis for City review and comment.

Task 6 – Operations and Maintenance

Objective: Document the sewer system's operation and maintenance program.

Approach:

- 6.1 Document the current sewer staff organization and prepare an organizational chart.
- 6.2 Prepare a table listing sewer operations personnel, their positions, and certifications.
- 6.3 Provide a brief description of the key responsibilities of the sewer operations personnel.
- 6.4 Provide a list of major equipment, supplies, and chemicals used by the sewer system. Update the list provided in the previous GSP.
- 6.5 Identify safety procedures that must be followed regarding potential workplace hazards.

- 6.6 Identify procedures for keeping and compiling records and reports. Provide a general list of records on file and identify where they are filed.
- 6.7 Identify maintenance schedules for each pumping facility. Update the lift station information from the previous GSP, as necessary.
- 6.8 Evaluate staffing and full time employee requirements and document recommendations.
- 6.9 Identify operations and maintenance improvements.
- 6.10 Prepare the following tables, each integrated with the chapter text:
 - Organization Chart
 - Personnel Certification
 - Major Equipment and Chemical Supplies
 - Staffing Requirements

RH2 Deliverables:

- Chapter 7 – Operations and Maintenance for City review and comment.

Task 7 – Develop Capital Facility Plan

Objective: Prepare an updated Capital Facility Plan (CFP) for the proposed sewer system improvements, including planning-level cost estimates and an implementation schedule.

Approach:

- 7.1 Evaluate the capacity of the existing sewer collection system based on the results of Task 4. The decision to either repair or replace specific pipeline sections will be based on an evaluation of the pipe age, capacity needs, I/I issues, maintenance problems, future street improvements, and input from City staff. Develop a collection system deficiencies list to determine whether replacement or rehabilitation is more advantageous to correct specific pipeline issues.
- 7.2 Identify pump station and wet well improvements and programs to meet design criteria and improve reliability based on the results of other tasks.
- 7.3 Prepare a CFP for the City to rehabilitate the existing collection system and provide for an organized expansion of the collection system including currently unsewered areas. Projects will be scheduled and implemented based on the financial stability of the City's wastewater rate structure.
- 7.4 Update program for maintaining and improving the condition of the City owned grinder pumps.
- 7.5 Prepare planning-level cost estimates for each project in the CFP and prioritize the recommended improvements including maintenance tasks.

7.6 Prepare a color figure identifying the locations of the proposed improvements in the sanitary sewer system.

7.7 Attend one (1) meeting with City staff to discuss the CFP.

RH2 Deliverables:

- Attendance at one (1) meeting with City staff.
- Chapter 8 – Sewer System Improvements for City review and comment.

Provided by City:

- Input on expected growth for unsewered areas expected to require a sewer system extension within the planning horizon.

Task 8 – Financial Analysis

Objective: Coordinate with the City’s financial consultant during the development of the financial analysis.

Approach:

- 8.1 Coordinate with the City during the project to obtain information in support of the financial analysis chapter. *RH2 will incorporate the final chapter into the GSP document.*
- 8.2 Attend two (2) meetings with City staff and attend three (3) City Council meetings.
- 8.3 Format Chapter 9 – Financial Analysis (prepared by City’s accountant or financial consultant and formatted by RH2).

RH2 Deliverables:

- Attendance at two (2) meetings with City staff.
- Attendance at three (3) City Council meetings.
- Chapter 9 – Financial Analysis formatted by RH2.

Task 9 – Environmental Checklist and Appendices

Objective: Summarize environmental issues and discuss measures to reduce adverse impacts this is not an Environmental Impact Statement. Prepare appendices for inclusion in the GSP.

Approach:

- 9.1 Prepare a draft State Environmental Policy Act (SEPA) checklist that discusses the proposed improvements and associated environmental impacts. Submit the SEPA checklist for City Community and Development staff determination and publication.
- 9.2 Obtain finalized SEPA checklist from the City.
- 9.3 Include a copy of the City’s construction standards.
- 9.4 Include wastewater flow and loading summaries.

9.5 Include I/I analysis data.

9.6 Include the City's current National Pollutant Discharge Elimination System (NPDES) permit.

9.7 Include the flow monitoring data (if applicable).

9.8 Include SewerGEMS® pipe capacity data.

Assumptions:

- *Permitting for any proposed facilities will be included in a separate contract.*

Provided by City:

- Payment of fees and publication of SEPA checklist.

RH2 Deliverables:

- Draft SEPA checklist for City review and comment.
- Appendices for City review and comment.

Task 10 – Prepare Draft GSP

Objective: Prepare draft and final GSP. Prepare materials for one (1) City Council meeting.

Approach:

- 10.1 Prepare an Executive Summary to identify the purpose of the GSP and summarize the major system characteristics and significant changes that have occurred since the previous GSP was completed. Briefly describe the key elements in the GSP.
- 10.2 Prepare one (1) initial draft GSP for review by City staff. Meet with City staff to discuss the initial draft GSP. Revise the draft GSP per City comments.
- 10.3 Prepare an ADA compliant electronic version of the draft GSP. Attend one (1) City Council meeting to present the completed draft GSP to the City Council and the public. Incorporate comments based on the City's input.
- 10.4 Prepare two (2) hard copies of the draft GSP for review by Ecology.

RH2 Deliverables:

- Executive Summary chapter for City review and comment.
- One (1) initial draft GSP for City review.
- Attendance at one (1) meeting with City staff.
- Presentation at one (1) City Council meeting.
- One (1) USB containing draft GSP in electronic PDF.
- Two (2) hard copies of the draft GSP for submittal to Ecology.

Task 11 – Management Reserve

Objective: Provide supplemental services associated with this project as requested and authorized by the City. A separate written authorization will be provided by the City prior to any work being performed on this task.

Approach:

11.1 Provide supplemental services beyond what is identified in this Scope of Work as requested and authorized by the City. Submit a scope of work and fee estimate for supplemental services requested by the City. The City will provide written authorization to proceed with any supplemental services.

RH2 Deliverables:

- Scope of work and fee estimate for supplemental services.
- Other deliverables, as requested by the City, under the authorization for any additional services.

Project Schedule

RH2 will commence with the work upon written authorization from the City. RH2 will continue assisting the City of Bonney Lake with technical services until completion of the project. The draft GSP is anticipated to be submitted to Ecology by December 2026.

At the completion of this Scope of Work, the GSP will be in a final format, ready for review by the regulatory agencies. The number of comments, number of meetings, and amount of required GSP modifications from review by the regulatory agencies are difficult to predict. Therefore, RH2 will prepare a separate Scope of Work and Fee Estimate to address review comments, review meetings, and final GSP modifications upon receipt of all review comments from Ecology.

EXHIBIT B**Fee Estimate****City of Bonney Lake****General Sewer Plan Update****May-25**

Description		Total Hours	Total RH2 Labor	Total Expense	Total Cost
Task 1	Project Management Services	73	\$ 14,627	\$ 373	\$ 15,000
1.1	Perform Project Management Services	21	\$ 4,541	\$ 114	\$ 4,655
1.2	Attend Project Meetings	23	\$ 4,529	\$ 116	\$ 4,645
1.3	Prepare monthly invoices	29	\$ 5,557	\$ 143	\$ 5,700
Task 2	System Overview and Collection of Existing Information	202	\$ 38,668	\$ 2,604	\$ 41,272
2.1	Collect existing data regarding system updates since the previous GSP	14	\$ 2,480	\$ 145	\$ 2,625
2.2	Attend kick-off meeting with City	12	\$ 2,896	\$ 225	\$ 3,121
2.3	Prepare updated color figures of the existing system	42	\$ 8,032	\$ 668	\$ 8,700
2.4	Provide updated descriptions of system and service area	16	\$ 2,392	\$ 225	\$ 2,617
2.5	Review and extract pump station flow rate records	96	\$ 18,984	\$ 1,080	\$ 20,064
2.6	Collect and compile data	22	\$ 3,884	\$ 262	\$ 4,146
Task 3	Land Use, Population, and Flow Analyses	222	\$ 42,652	\$ 2,339	\$ 44,991
3.1	Review planning information from Comprehensive Plan	12	\$ 2,370	\$ 142	\$ 2,512
3.2	Review population projections and changes to GSP	18	\$ 3,654	\$ 174	\$ 3,828
3.3	Evaluate flow rate data and peaking factors	57	\$ 11,182	\$ 500	\$ 11,682
3.4	Estimate future wastewater flow	103	\$ 20,838	\$ 1,291	\$ 22,129
3.5	Attend meeting with City staff regarding planning data and future flow rates	32	\$ 4,608	\$ 233	\$ 4,841
Task 4	Develop Policies and Design Criteria	36	\$ 5,552	\$ 139	\$ 5,691
4.1	Review changes to City standards for sewer system policies and criteria	22	\$ 4,060	\$ 102	\$ 4,162
4.2	Summarize each policy and design criterion	14	\$ 1,492	\$ 37	\$ 1,529
4.3	Update standard details	10	\$ 1,536	\$ 203	\$ 1,739
Task 5	Analyze Existing System	788	\$ 135,370	\$ 7,504	\$ 142,874
5.1	Update sewer system hydraulic model	190	\$ 33,360	\$ 1,604	\$ 34,964
5.2	Evaluate LS 24 Conveyance	123	\$ 23,064	\$ 1,347	\$ 24,411
5.3	Determine system deficiencies utilizing the model	68	\$ 10,896	\$ 657	\$ 11,553
5.4	Prepare color figures illustrating system deficiencies	68	\$ 10,896	\$ 657	\$ 11,553
5.5	Identify areas of the system in need of improvement or video evaluation	72	\$ 11,960	\$ 684	\$ 12,644
5.6	Analyze infiltration and inflow data	76	\$ 13,232	\$ 716	\$ 13,948
5.7	Conduct site visit to each facility	72	\$ 11,960	\$ 754	\$ 12,714
5.8	Review pump station performance	47	\$ 7,538	\$ 408	\$ 7,946
5.9	Compare future flow rates with existing capacity	44	\$ 7,944	\$ 364	\$ 8,308
6.0	Attend meeting with City staff to discuss system deficiencies	28	\$ 4,520	\$ 313	\$ 4,833
Task 6	Operations and Maintenance	66	\$ 10,104	\$ 528	\$ 10,632
6.1	Prepare sewer staff organizational chart	8	\$ 768	\$ 102	\$ 870
6.2	Prepare a table listing personnel, their positions, and certifications	8	\$ 1,404	\$ 118	\$ 1,522
6.3	Provide descriptions of responsibilities of the sewer operations personnel	6	\$ 1,020	\$ 53	\$ 1,073
6.4	Provide list of equipment, supplies, and chemicals used by the system	4	\$ 856	\$ 21	\$ 877
6.5	Identify safety procedures in regard to potential work place hazards	7	\$ 702	\$ 45	\$ 747
6.6	Identify procedures for keeping and compiling records and reports	4	\$ 428	\$ 11	\$ 439
6.7	Identify maintenance schedules for each facility	13	\$ 2,194	\$ 82	\$ 2,276
6.8	Evaluate staffing requirements and document recommendations	10	\$ 1,240	\$ 59	\$ 1,299
6.9	Identify operations and maintenance improvements	2	\$ 636	\$ 16	\$ 652
6.10	Provide tables to be integrated with chapter text	4	\$ 856	\$ 21	\$ 877
Task 7	Develop Capital Facility Plan	114	\$ 21,214	\$ 868	\$ 22,082
7.1	Evaluate the existing sewer collection system	18	\$ 4,060	\$ 102	\$ 4,162
7.2	Identify pump station improvements	16	\$ 2,568	\$ 64	\$ 2,632
7.3	Prepare a Capital Facility Plan	16	\$ 3,166	\$ 79	\$ 3,245
7.4	Update program for grinder pump maintenance	18	\$ 2,750	\$ 69	\$ 2,819
7.5	Prepare budget cost estimates for each CFP project	16	\$ 2,822	\$ 71	\$ 2,893
7.6	Prepare a color figure illustrating the proposed improvements	22	\$ 4,356	\$ 411	\$ 4,767
7.7	Attend meeting with City staff to discuss the CFP	8	\$ 1,492	\$ 72	\$ 1,564
Task 8	Financial Analysis	36	\$ 4,704	\$ 118	\$ 4,822
8.1	Coordinate with City to prepare financial analysis chapter	14	\$ 1,720	\$ 43	\$ 1,763
8.2	Attend meetings with City staff and FCS Group	12	\$ 2,128	\$ 53	\$ 2,181
8.3	Format financial analysis	10	\$ 856	\$ 21	\$ 877
Task 9	Environmental Checklist and Appendices	64	\$ 11,262	\$ 1,107	\$ 12,369
9.1	Prepare a SEPA checklist	20	\$ 4,690	\$ 282	\$ 4,972
9.2	Obtain finalized SEPA	5	\$ 768	\$ 102	\$ 870
9.3	Include a copy of the City's construction standards	6	\$ 768	\$ 102	\$ 870
9.4	Include wastewater flow and loading summaries	4	\$ 768	\$ 102	\$ 870

Description		Total Hours	Total RH2 Labor	Total Expense	Total Cost
9.5	Include the I/I analysis data	6	\$ 768	\$ 102	\$ 870
9.6	Include the City's current NPDES permit	5	\$ 768	\$ 102	\$ 870
9.7	Include flow monitoring data	6	\$ 1,196	\$ 112	\$ 1,308
9.8	Include SewerGEMS® pipe capacity data	12	\$ 1,536	\$ 203	\$ 1,739
Task 10	Prepare Draft GSP	92	\$ 12,892	\$ 2,561	\$ 15,453
10.1	Prepare Executive Summary	14	\$ 2,150	\$ 81	\$ 2,231
10.2	Prepare and present initial draft GSP to City staff	26	\$ 3,768	\$ 129	\$ 3,897
10.3	Prepare and present draft GSP to City Council at public meeting	30	\$ 3,552	\$ 165	\$ 3,717
10.4	Prepare and submit draft GSP to Ecology	22	\$ 3,422	\$ 2,186	\$ 5,608
Subtotal General Sewer Plan Update Tasks		1630	\$ 283,954	\$ 17,970	\$ 316,924
Task 11	Management Reserve	-	\$ -	\$ 33,000	\$ 33,000
11.1	Provide supplemental services	-	\$ -	\$ 33,000	\$ 33,000
Subtotal Management Reserve Tasks		-	\$ -	\$ 33,000	\$ 33,000
PROJECT TOTAL		1703	\$ 298,581	\$ 51,343	\$ 349,924

EXHIBIT C
RH2 ENGINEERING, INC.
2025 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$174	\$/hr
Professional II	\$192	\$/hr
Professional III	\$214	\$/hr
Professional IV	\$235	\$/hr
Professional V	\$252	\$/hr
Professional VI	\$270	\$/hr
Professional VII	\$295	\$/hr
Professional VIII	\$318	\$/hr
Professional IX	\$328	\$/hr
Technician I	\$136	\$/hr
Technician II	\$148	\$/hr
Technician III	\$167	\$/hr
Technician IV	\$182	\$/hr
Technician V	\$199	\$/hr
Technician VI	\$219	\$/hr
Technician VII	\$238	\$/hr
Technician VIII	\$250	\$/hr
Administrative I	\$91	\$/hr
Administrative II	\$106	\$/hr
Administrative III	\$127	\$/hr
Administrative IV	\$148	\$/hr
Administrative V	\$171	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	\$0.7000	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

SEWER CIP

Project	Project ID	2025	2026
LS-17 Capacity Upgrades (Pumps, Valves, Grates)	LS-02	375,000	
LS-17 Replacement Construction or LS-24 Diversion Design 2025- Study & 2026- Design	LS-04	50,000	300,000
SR 410 Sewer Main Improvements (East of LS-17) <i>Includes Riverside Dr Sewer Manhole Replacement</i> 2025- Design & 2026- Construction	C-02	750,000	1,000,000
I&I Reduction Program- Angeline @ LS-17, 77th St Ct E @ 195th Ave Ct E, and 205th @ Inlet Island^	C-04	500,000	3,500,000
Sewer Plan Update	G-03	100,000	200,000
West Tapps Hwy Extension* <i>Part of West Tapps Corridor Improvement Project</i> 2025-Design		110,000	
Cedarview Sewer "Dry Line" Installation (Septic Reduction) 2026- Design	Rate Study Project		600,000
Decant Facility Roofing+		150,000	
City of Bonney Lake Subtotal		\$2,035,000	\$5,600,000
SUMNER WWTF PROJECTS			
WWTF Improvements		146,016	522,387
WWTF Aeration Basins		246,780	40,500
WWTF Clarifiers			54,000
WWTF Disinfection & Discharge			889,880
WWTF Biosolids		54,000	86,057
WWTF Biosolids Modernization		7,290,000	2,700,000
Mach & Eq - Sewer		3,375	
Mach & Eq - WWTF		20,383	
Sumner WWTF Subtotal		7,760,554	4,292,824
Totals		\$9,795,554	\$9,892,824

* This project is being done as part of a corridor project while the road is being reconstructed and the watermain installed. The project is being done instead of Mt. Creek Force Main Replacement (C-03) estimated at \$120,000 for design and \$750,000 for replacement. The Mt. Creek Force Main Replacement is being constructed by the developer as part of the Peak410 Project.

+Peak 410 Developer Agreement states Developer to build Decant Facility with City responsible for the roof portion. Decant Facility needs to be moved out of AYP park as it is in violation of RCO Agreement.

^Project carried over from 2024