

**RESOLUTION NO. 24-1610**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BLACK DIAMOND, KING COUNTY, WASHINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH RH2  
ENGINEERING, INC. FOR THE UPDATE OF THE CITY'S  
ENGINEERING DESIGN AND CONSTRUCTION  
STANDARDS**

**WHEREAS**, the last update to the City's Engineering Design and Construction Standards was in 2009; and

**WHEREAS**, some of the standards and drawings are out of date and need to be made current; and

**WHEREAS**, City staff does not have sufficient time to complete this update; and

**WHEREAS**, RH2 Engineering, Inc. has the staff and expertise to complete this update for the City;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to execute a Professional Services Agreement with RH2 Engineering, Inc. for the update of the City's Engineering Design and Construction Standards, significantly in the form attached hereto.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 21<sup>ST</sup> DAY OF MARCH, 2024.**

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Carol Benson, Mayor

Attest:

  
\_\_\_\_\_  
Brenda L. Martinez, City Clerk

## **CITY OF BLACK DIAMOND PROFESSIONAL SERVICES AGREEMENT**

THIS Agreement is made effective as of the 6<sup>th</sup> day of October, 2022, by and between the City of Black Diamond, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF BLACK DIAMOND, WASHINGTON (hereinafter the "**CITY**")  
24301 Roberts Drive  
Black Diamond, WA 98010  
Contact: Scott Hanis Phone: 360-851-4521 Fax: 360-851-4501

and RH2 Engineering, Inc. a corporation, organized under the laws of the State of Washington, doing business at:

RH2 Engineering, Inc (hereinafter the "**CONSULTANT**")  
22722 29<sup>th</sup> Drive SE, Suite 210  
Bothell, WA 98021

Contact: Geoffrey Dillard Phone: 1-800-800-8052 ext 5322 Fax: 425-951-5401  
e-mail: gdillard@rh2.com Tax Id No. 91-1108443

for professional services in connection with the following Project:

Black Diamond Engineering Design and Construction Standards Update.

### **TERMS AND CONDITIONS**

#### **1. Services by Consultant.**

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

#### **2. Schedule of Work.**

A. Consultant shall perform the services described in the scope of work expeditiously, with the goal of completion by October 31, 2024.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

**3. Terms.** This Agreement shall commence on the effective date and shall terminate upon satisfactory completion of the project or as outlined in Section 8 of this Agreement.

**4. Compensation.**

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$100,092 without written authorization and will be based on the fee schedule attached hereto as part of Exhibit A, and the billing rates and reimbursable expenses attached hereto as Exhibit B.

**5. Payment.**

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. 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 Revised Code of Washington (RCW) 51.08.195, as required by law, 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 Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

**6. Discrimination and Compliance with Laws**

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. 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 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.

C. Consultant shall obtain a City of Black Diamond business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. **Relationship of Parties.** 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 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.

## 8. **Suspension and Termination of Agreement**

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed to industry standards and specifications required for the relevant Task(s) as described in the Scope of Work. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

**9. Standard of Care.** Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

**10. Ownership of Work Product.**

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

**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 necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

**12. Indemnification.** The 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 all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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, agents and Volunteers, the Consultant's liability 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. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

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



1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

**D. Acceptability of Insurers**

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

**E. Verification of Coverage**

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

**14. Assigning or Subcontracting.** Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

**15. Notice.** Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Scott Hanis  
Public Works Director  
PO Box 599  
Black Diamond, WA 98010  
Phone: 360-851-4521  
Fax: 360-851-4501

RH2 Engineering, Inc.  
Attn: Geoff Dillard, P.E.  
22722 29<sup>th</sup> Drive SE, suite 210  
Bothell, WA 98021  
Phone: 1-800-720-8052 ext 5322  
Fax: 425-951-5401

**16. Resolution of Disputes and Governing Law.**

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement or the parties' performance hereunder, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the Mayor's decision on a disputed matter, then any resulting litigation shall be filed in King County Superior Court, King County, Washington, which shall have exclusive jurisdiction and be the exclusive venue for any disputes arising out of or relating to this Agreement.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, excluding its choice-of-law rules. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

#### 17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF BLACK DIAMOND,  
WASHINGTON

CONSULTANT

By: Carol Benson  
Carol Benson  
Mayor

By: \_\_\_\_\_  
Name: Geoff Dillard  
Title: Principal



Attest:

By: Brenda L Martinez  
Brenda Martinez  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
David Linehan  
City Attorney

**EXHIBIT A**  
**Scope of Work**  
**City of Black Diamond**  
**Design Standards and Standard Details Update**  
March 2024

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**Background**

The City of Black Diamond's (City) Engineering Design and Construction Standards and Standard Details were last updated in 2009. Growth, emerging technologies, and a change in staff necessitates the design standards and standard details be updated to reflect the City's current preferences. The City has reviewed and updated its Engineering Design and Construction Standards in a Microsoft Word document using track changes, and included questions for engineering review. The City also is in the process of reviewing and adding markups to its Standard Details with proposed changes and questions. The City has 114 standard details consisting of Temporary Erosion and Sediment Control, Clearing and Grading, Transportation, Stormwater Drainage, Sanitary Sewer, and Water details. RH2 Engineering, Inc., (RH2) has been retained by the City to assist with updating the Engineering Design and Construction Standards and Standard Details.

This Scope of Work is limited to the services expressly outlined herein and will be performed to the level of effort identified in the Fee Estimate. If additional services are requested or additional effort is required to perform the services herein, an amendment will be mutually determined by the City and RH2.

**Task 1 – Project Management Services**

**Objective:** Manage RH2's project team and maintain regular client communications. Maintain project schedules and prepare monthly invoices and budget status summaries.

**Approach:**

- 1.1 Provide direction, coordination, and oversight to the RH2 project team. Organize, manage, and coordinate technical disciplines as described herein, and document and retain information generated during the execution of the project.
- 1.2 Prepare monthly invoices and budget status summaries.

**RH2 Deliverables:**

- Project team and resource management.
- Monthly invoices with progress reporting in electronic PDF.

**Task 2 – Engineering Design and Construction Standards Update**

**Objective:** Review the City's proposed changes and questions in the Engineering Design and Construction Standards. Respond, approve, or make additional changes in the Word document using track changes, answer the City's questions, and revise the Word document accordingly (this effort

will be performed by an RH2 staff engineer). Proofread and format the Word document for technical consistency and make revisions using track changes (this effort will be performed by an RH2 technician).

**Approach:**

- 2.1 Review and revise the City's comments and questions in the Engineering Design and Construction Standards.
- 2.2 Proofread and format the Word document for technical consistency.
- 2.3 Meet with the City to review and discuss proposed changes a total of three (3) instances, including an initial kickoff meeting, and two (2) review/follow-up meetings.

**Assumptions:**

- *The process to finalize the Engineering Design and Construction Standards will take multiple iterations of review by the City and RH2. This Scope of Work assumes RH2 will review the Engineering Design and Construction Standards a total of three (3) times. It is assumed that each subsequent review will be contained to outstanding questions from previous reviews and will require less effort for each review. The attached Fee Estimate anticipates sixty (60) hours for the initial review, twenty (20) hours for second review, and four (4) hours for final review iterations.*

**Provided by the City:**

- Initial revisions, comments, and questions to the Engineering Design and Construction Standards in Word format.
- Timely review and responses to RH2's track changes in the Engineering Design and Construction Standards.

**RH2 Deliverables:**

- Three (3) revisions to the Engineering Design and Construction Standards in Word format (track changes).

### **Task 3 – Standard Details Update**

**Objective:** Review the City's proposed markups and questions to the existing City Standard Details. Update each standard detail in AutoCAD and provide PDFs for the City's review and approval. The City has one hundred fourteen (114) existing standard details, some of which require revisions and some of which may be deleted. The City desires to update the text (font and size), border, logo, date, and signature block for each detail regardless of whether revisions are required.

**Approach:**

- 3.1 Review City-proposed revisions to the existing Standard Details and update the Standard Details in AutoCAD. Provide review of the revisions by an RH2 staff engineer. Prepare the revised Standard Details and submit to the City for review. Update the Standard Details based on the City's review and prepare for the City's adoption and use.

- 3.2 Update the existing Standard Details in AutoCAD with a consistent text (font and size), border, logo, date, and signature block. Prepare other existing City details not included in subtask 3.1 for the City's adoption and use.

**Assumptions:**

- *The process to finalize the Standard Details will require one (1) iteration of review and response by the City. This Scope of Work assumes RH2 will update each revised Standard Detail twice in AutoCAD. The attached Fee Estimate anticipates four (4) hours for each Standard Detail requiring review and revisions, including the second round of revisions and one (1) hour for every Standard Detail that requires an update to the text, border, logo, date, and signature block only. The Fee estimate assumes seventy (70) of the one hundred fourteen (114) standard details require revisions, and the remainder require text, border, logo, date, and signature block updates only.*

**Provided by the City:**

- Initial revisions, comments, and questions to the City Standard Details in electronic PDF.
- Timely review and response to RH2's revisions to the Standard Details.

**RH2 Deliverables:**

- Preliminary revised Standard Details in electronic PDF.
- Final Standard Details in electronic PDF.

**Schedule**

RH2 is prepared to begin work upon provision of an executed services agreement and the markups provided by the City. This Scope of Work is anticipated to be performed between April 2024 and October 2024. The duration is anticipated to extend approximately six (6) months from project authorization.

**EXHIBIT B****Fee Estimate****City of Black Diamond****Design Standards and Standard Details Update****Mar-24**

Description		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Project Management Services	20	\$ 4,890	\$ 126	\$ 5,016
1.1	Provide direction to the RH2 project team	12	\$ 2,726	\$ 70	\$ 2,796
1.2	Prepare monthly invoices and budget status summaries	8	\$ 2,164	\$ 56	\$ 2,220
Task 2	Engineering Design and Construction Standards Update	120	\$ 27,326	\$ 853	\$ 28,179
2.1	Review and revise the Engineering Design and Construction Standards	40	\$ 9,800	\$ 245	\$ 10,045
2.2	Proofread and format the document for consistency	44	\$ 7,788	\$ 195	\$ 7,983
2.3	Meet with the City to review and discuss proposed changes	36	\$ 9,738	\$ 413	\$ 10,151
Task 3	Standard Details Update	324	\$ 60,669	\$ 6,228	\$ 66,897
3.1	Review City-proposed revisions and prepare revised details	280	\$ 52,430	\$ 5,371	\$ 57,801
3.2	Update existing Standard Details text, border, logo, date, and signature block	44	\$ 8,239	\$ 856	\$ 9,095
PROJECT TOTAL		464	\$ 92,885	\$ 7,207	\$ 100,092



**EXHIBIT C**  
**RH2 ENGINEERING, INC.**  
**2024 SCHEDULE OF RATES AND CHARGES**

<b>RATE LIST</b>	<b>RATE</b>	<b>UNIT</b>
Professional I	\$175	\$/hr
Professional II	\$191	\$/hr
Professional III	\$216	\$/hr
Professional IV	\$233	\$/hr
Professional V	\$252	\$/hr
Professional VI	\$268	\$/hr
Professional VII	\$292	\$/hr
Professional VIII	\$302	\$/hr
Professional IX	\$321	\$/hr
Technician I	\$138	\$/hr
Technician II	\$150	\$/hr
Technician III	\$166	\$/hr
Technician IV	\$183	\$/hr
Technician V	\$201	\$/hr
Technician VI	\$218	\$/hr
Technician VII	\$237	\$/hr
Technician VIII	\$250	\$/hr
Administrative I	\$90	\$/hr
Administrative II	\$105	\$/hr
Administrative III	\$127	\$/hr
Administrative IV	\$150	\$/hr
Administrative V	\$170	\$/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	\$0.6700	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.