

RESOLUTION NO. XXX

A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON AWARDING AND AUTHORIZING EXECUTION OF A CONTRACT WITH KENNEDY JENKS FOR COMPLETING A WATER RECLAMATION FACILITY EFFLUENT MIXING ZONE STUDY

WHEREAS, pursuant to Ordinance No. 448 as codified in Snoqualmie Municipal Code Section 1.08.010, the City of Snoqualmie has adopted the classification of non-charter code city, retaining the mayor-council plan of government as provided for in Chapter 35A.12 RCW; and

WHEREAS, upon review of qualified engineering firms with experience completing mixing zone studies on the MRSC roster, the City chose to select Kennedy Jenks to provide the requested engineering services for the Project; and

WHEREAS, the City must to complete a Water Reclamation Facility Effluent Mixing Zone Study prior to July 31, 2024 to maintain compliance with the National Pollutant Discharge Elimination System (NPDES) Waste Discharge permit No. WA0022403; and

WHEREAS, City Staff recommends using Kennedy Jenks as the most qualified firm to work on the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOQUALMIE, WASHINGTON AS FOLLOWS:

Section 1. Award of Engineering Services Contract.

The City hereby awards the contract for an Effluent Mixing Zone Study to Kennedy Jenks.

Section 2. Authorization for Contract Execution.

The Mayor is authorized to execute a contract for planning services in the amount of \$73,965 with Kennedy Jenks in substantially the form attached hereto as Exhibit A.

PASSED by the City Council of the City of Snoqualmie, Washington, this day of March 2024.

Katherine Ross, Mayor

Attest:

Deana Dean, City Clerk

Approved as to form:

David Linehan, Interim City Attorney

CITY OF SNOQUALMIE
AGREEMENT FOR CONSULTANT SERVICES
Contract Title: WRF Effluent Mixing Zone Study

THIS AGREEMENT made and entered into by and between the CITY OF SNOQUALMIE, a Washington municipal corporation (the "City"), and Kennedy / Jenks Consultants incorporated ("Consultant") is dated this ____ day of _____ 2024.

Consultant Business: Kennedy/ Jenks Consultants, Inc.

Consultant Address: 1500 NE Irving St. Suite 200
Portland, OR 97232

Consultant Phone: 206-753-3412

Consultant Fax:

Contact Name: Christopher Baersten (Stoll)

Contact e-mail:

ChrisBaersten@kennedyjenks.com

Federal Employee ID No.: 94-2147007

Authorized City Representative for this contract: Jeff Hamlin, Interim Department Director

WHEREAS, the City desires to complete a Water Reclamation Facility Effluent Mixing Zone Study;

WHEREAS, public convenience and necessity require the City to obtain the services of a consultant with expertise in the area of engineering mixing zone studies;

WHEREAS, the City finds that Consultant is qualified to perform and is experienced in performing the required services; and

WHEREAS, the city desires to engage the Consultant to engage the Consultant to provide the above-cited engineering services.

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. Employment of Consultant.

A. The City retains the Consultant to provide the services described in "Exhibit A" (the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.

B. The City may revise the Work and the compensation only by a written Change Order signed by the authorized City representative that shall become a part of this Agreement.

C. The project manager(s) of the Work shall be Andrew Vining. The project manager(s) shall not be replaced without the prior written consent of the City.

D. Work shall commence when the City issues a notice to proceed and it shall be completed

no later than July 31st, 2024, unless the completion date is extended in writing by the City.

2. Compensation.

A. The total compensation to be paid to Consultant, including all services and expenses, shall not exceed \$ 73,965 as shown on Exhibit B, which shall be full compensation for the Work. Consultant shall notify the City when its requests for payment reach eighty-five percent of the total compensation.

B. The Consultant shall be paid in such amounts and in such manner as described in Exhibit B.

C. Consultant shall be reimbursed for Eligible Expenses actually incurred. “Eligible Expenses” means those types and amounts of expenses that are approved for reimbursement by the City in writing before the expense is incurred. If travel and/or overnight lodging is authorized, Consultant shall lodge within the corporate limits of City.

3. Request for Payment.

A. Not more than once every thirty days the Consultant shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices.

B. All requests for payment should be sent to

City of Snoqualmie
Attn: Andrew Vining, Project Engineer
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

4. Work Product.

A. The Consultant shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibit A. If, after review by the City, the information is found to no meeting the requirements of this agreement, Consultant, at its expense, shall expeditiously correct such non-compliant Work. If Consultant fails to correct such Work, the City may withhold from any payment due an amount that the City reasonably believes will equal the cost of correcting the Work.

B. All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Consultant’s permission shall be at the City’s sole risk.

5. Termination of Contract. City may terminate this Agreement by sending a written notice of termination to Consultant (“Notice”) that specifies a termination date (“Termination Date”) at least fourteen (14) days after the date of the Notice; provided, however, that in the event of a material breach of this Agreement, termination may be effective immediately or upon such date as determined by the City in its sole discretion. For purposes of this Agreement, “material breach” is defined as misfeasance, malfeasance or violation of any criminal law, ordinance or regulation.. Upon receipt of the Notice, the Consultant shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Consultant’s material breach, the Consultant shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the

Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Consultant actual notice in a timely manner

6. Assignment of Contract – Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

7. Indemnification.

A. To the extent provided by law and irrespective of any insurance required of the Consultant, the Consultant shall defend and indemnify the City from any and all Claims to the extent caused by the negligence or breach of this Agreement by the Consultant; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

B. Consultant agrees that the provisions of this paragraph 7 apply to any claim of injury or damage to the persons or property of consultant’s employees. As to such claims and with respect to the City only, consultant waives any right of immunity, which it may have under industrial insurance (Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONSULTANT.

C. As used in this paragraph: (1) “City” includes the City’s officers, employees, agents, and representatives; (2) “Consultant” includes employees, agents, representatives sub-consultants; and (3) “Claims” include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney’s fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

D. Consultant shall ensure that each sub-consultant shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Consultant pursuant to this paragraph.

8. Insurance.

A. Consultant shall comply with the following conditions and procure and keep in force at all times during the term of this Agreement, at Consultant’s expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Consultant’s insurance shall be rated by A. M. Best Company at least “A” or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.

1. Workers’ Compensation Insurance as required by Washington law and Employer’s Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Consultant shall require each sub-consultant to provide Workers’ Compensation Insurance for its employees, unless the Consultant covers such employees.
2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile used by Consultant in the course of the Work. A statement by Consultant and approved by the City Administrator,

certifying that no vehicle will be used in accomplishing this Agreement, may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Coverage may be written on a claims made basis; provided that the retroactive date on the policy or any renewal policy shall be the effective date of this Agreement or prior, and that the extended reporting or discovery period shall not be less than 36 months following expiration of the policy. The City may waive the requirement for Professional Errors and Omissions Insurance whenever the Work does not warrant such coverage or the coverage is not available.
5. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

B. Before the Consultant performs any Work, Consultant shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Snoqualmie, its officers, employees and agents as Additional Insured on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insured. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Consultant's obligations to fulfill the requirements.

C. Consultant shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Consultant shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Consultant insurance in the name of the Consultant and deduct the cost of providing and maintaining such insurance from any sums due to Consultant under this Agreement, or the City may demand Consultant to promptly reimburse the City for such cost.

9. Independent Contractor. The Consultant is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Consultant shall not acquire any rights or status regarding the City.

10. Employment. The Consultant warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right either to terminate this Agreement without liability or to deduct from the Agreement price or consideration or to otherwise recover, the full amount of such consideration.

11. Audits and Inspections. The Consultant shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Consultant's records and documents with respect to all matters covered by this Agreement.

12. City of Snoqualmie Business License. Consultant shall obtain a City of Snoqualmie business license before performing any Work.

13. Compliance with Federal, State and Local Laws. Consultant shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

14. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

15. Complete Agreement. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

16. Modification of Agreement. This Agreement may be modified by a Change Order as provided in Paragraph 1, or by a writing that is signed by authorized representatives of the City and the Consultant.

17. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

18. Notices.

A. Notices to the City of Snoqualmie shall be sent to the following address:

City of Snoqualmie
Attn: Jeff Hamlin, Interim Public Works Director
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065

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

Kennedy Jenks
Chris Baersten
1500 NE Irving Street, Suite 200
Portland, OR 97232

19. Venue. This Agreement shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date first above written.

CONSULTANT: Please fill in the spaces and sign in the box appropriate for your business entity.

CITY OF SNOQUALMIE,
WASHINGTON

By: _____
Its: Mayor
Date: _____

Corporation

[Consultant's Complete Legal Name]

By: _____
Typed/Printed Name: _____
Its: _____
Date: _____

ATTEST:

Deana Dean, City Clerk
Date:

APPROVED AS TO FORM:

David Linehan, City Attorney
Date: _____

Exhibit A
Scope of Work

EXHIBIT A: SCOPE OF WORK

Project Title: Water Reclamation Facility Effluent Mixing Zone Study

Introduction

The City of Snoqualmie (City) owns and operates a water reclamation facility (WRF) that discharges treated municipal wastewater to the Snoqualmie River through Outfall 001, which is about 1,700 feet upriver of Snoqualmie Falls (river mile [RM] 40.4). Outfall 001 is permitted by the Washington State Department of Ecology (Ecology) under National Pollutant Discharge Elimination System (NPDES) Waste Discharge Permit No. WA0022403 (Permit) (Ecology 2021a). The current version of the Permit (version 6) was issued May 19, 2021, and is effective July 1, 2021, through June 30, 2026 (Ecology 2021a).

To establish effluent limits for the current Permit, Ecology used simple volumetric equations to estimate the amount of mixing of effluent from Outfall 001 with receiving water and the potential for violation of surface water quality standards at the edge of the mixing zone (Ecology 2021b). Permit Special Condition S9 requires the City to perform a mixing study that will more accurately determine mixing characteristics of the discharge by measuring or modeling those characteristics under conditions specified in the Permit to assess whether water quality is protected outside the mixing zones. The City submitted an Effluent Mixing Zone Plan of Study by the July 31, 2023, deadline which was prepared by Parametrix (Parametrix 2023). The City must submit an Effluent Mixing Report by July 31, 2024.

Scope of Work

Kennedy Jenks (CONSULTANT) has developed this scope of work at the request of the City that is envisioned for completing the Effluent Mixing Zone Study specific to Outfall 001. This work plan follows Guidance for Conducting Mixing Zone Analyses (Appendix C of Ecology's Water Quality Program Permit Writer's Manual [Ecology 2018]) and the protocols identified in Special Condition S9.C of the Permit (Ecology 2021a). The study will follow the Parametrix Mixing Study Plan submitted to and approved by Ecology.

The scope of work details the following tasks for the work to be performed:

- Task 1 – Existing Data Review and RFI
- Task 2 – Data Analyses
- Task 3 – Effluent Mixing Zone Study Report
- Task 4 – Reasonable Potential Analysis (RPA)
- Task 5 – Optional Services
- Task 6 – Project Management and Quality Assurance and Quality Control

Task 1 – Existing Data Review and RFI

CONSULTANT will review existing and available data and prepare Requests for Information (RFIs) for the City to provide information for the mixing study.

CONSULTANT Services:

- Integration of all the data provided by the City and other sources from Task 1

City Responsibilities:

- Provide required information in a timely manner in electronic format whenever possible. Anticipated information is not limited to but may include:
 - Flows and Loads in Excel format
 - Results of quarterly or other frequency testing in Excel format
 - Previous mixing zone studies (in Word or PDF format). Assume that AKART is already established in the last engineering report and will not be confirmed. The latest outfall evaluation to be used in the study as a documentation of the existing outfall condition. No outfall evaluation will be performed.
 - Effluent data for the past two years including but not limited to (in Excel format):
 - Temperature
 - Flow
 - pH
 - Record drawings of outfall showing water surface elevations in the vicinity of the outfall in PDF format.
 - Details on the change in waterfall weir elevations. Change in weir elevations will be used to estimate the current water surface elevations based on the record drawings.

Assumptions:

- Only one RFI will be compiled as needed for the mixing study (over Tasks 1 and 2).
- Record Drawings of the WRF from the City will be considered accurate and useable for the project and will be in PDF form.
- Data from the City will be in an easy-to-use electronic formats indicated above.

Deliverables:

- RFI in e-mail format

Task 2 – Data Analyses

CONSULTANT will perform data analyses of the data gathered as part of Task 1 for the mixing study.

CONSULTANT Services:

- Integration of all the data provided by the City and other sources from Task 1
- DFLOW modeling for calculating critical flow conditions from flow data of the various USGS gauge stations

City Responsibilities:

- None

Assumptions:

- Additional analysis, modeling, data requests, data collection, etc. will need a contract amendment to add this additional effort.

Deliverables:

- None (Information from RFI will be summarized in the mixing study report.)

Task 3 – Mixing Zone Study

CONSULTANT will perform an Effluent Mixing Zone Study for the City's WWTP discharge consistent with the Parametrix Mixing Study Plan submitted to and approved by Ecology.

CONSULTANT Services:

- Use the data to calculate the acute, chronic, and human health dilution factors at the regulatory mixing zones around the discharge using CORMIX.
- Conduct a sensitivity analysis of the CORMIX model to evaluate the effect of minor changes to the program inputs.
- Produce a report on the study and submit to the City and Ecology for review and comment. The report will include:
 - Descriptions of the data collection methods
 - Summaries of the data and tabulated data sets in appendices

- Discussion of the CORMIX model and the input parameters used
- Presentation of the CORMIX results, including graphics depicting the zone of initial dilution and mixing zone, and computer model output in an appendix
- Evaluation of the model sensitivity
- Conduct one coordination virtual meeting with the City to review results with up to 3 consultants attending. The calls will last for 1 hour with 1 hour of preparation and follow-up. The purpose of the meeting will just include review of the report.
- Conduct one coordination virtual meeting with Ecology as needed with up to 3 consultants attending. The calls will last for 1 hour with 3 hours of preparation and follow-up.
- QA/QC
 - Quality reviews of each major deliverable prior to submittal to City

City Responsibilities:

- Timely review and comment on deliverables.

Assumptions:

- If there is a need for additional hydraulic or other modelling, the modeling software will be at the discretion of CONSULTANT.
- For Mixing Zone calculations,
 - No field work will be conducted to gather data. Data can be reasonably gathered from existing sources.
 - If data gaps for the Mixing Study are identified in Task 2, additional data collection is not included in the scope of work but can be added by addendum.
 - The license of CORMIX will be purchased for a 6-month period and the mixing study modeling is conducted and completed within the 6-month period. If CORMIX is needed longer than the 6-month period, additional cost will be needed for purchase of additional license duration.

Deliverables:

- DRAFT Effluent Mixing Zone Study Report (No more than 20 pages, electronic copy delivered to both the City and Ecology)
- FINAL Effluent Mixing Zone Study Report (No more than 20 pages, excluding appendices, 1 hard copy and electronic copy delivered to both the City and Ecology).

Task 4 – Reasonable Potential Analysis

CONSULTANT will perform a Reasonable Potential Analysis to assess and plan for potential issues related to meeting water quality standards under the new dilution credits determined by the mixing study.

CONSULTANT Services:

- Conduct preliminary Reasonable Potential Analysis (RPA) using Ecology's template for up to 5 parameters for coordination with the District on discussions with Ecology.

City Responsibilities:

- Timely review and comment on deliverables.

Assumptions:

- Results of the RPA will be discussed with the City in Task 3.
- The parameters that will be evaluated during the Reasonable Potential Analysis (RPA) are copper, mercury, lead, zinc, and ammonia as measured using the test methods outlined in the current discharge permit. The selected parameters will be finalized after reviewing existing effluent data.
- This RPA analysis is solely for understanding the implications of the Mixing Zone Study and coordination between the Consultant and the District. Ecology will perform its own independent RPA.
- Further analysis such as more refined site-specific effluent limits using the biotic ligand model are not included in the scope of work but can be added by addendum.
- The RPA will use existing available background receiving water data. If there is insufficient data for the RPA, additional Snoqualmie River receiving water data collection may be required. This is not included in this scope of work but can be added by addendum.

Deliverables:

- RPA spreadsheet

Task 5 – Optional Services (Upon Future Amendment Approval)

At the direction of the City, CONSULTANT will perform additional services. Contemplated additional services are described below. Scope of additional services will be agreed to by the City and CONSULTANT and CONSULTANT will confirm that appropriate budget is remaining to complete the additional services. If additional services require additional budget, the City will issue an addendum for the additional budget.

Contemplated CONSULTANT Services:

- Investigation and evaluation of obtaining a variance for water quality standards.
- Evaluation of appropriate water quality standards for the outfall acknowledging the proximate waterfall downstream of Outfall 001.
- Conducting mixing zone modeling with new outfall configurations including multi-port diffusers or other configurations to increase mixing.
- Conceptual engineering evaluations for new outfall configurations including sizing, constructability, and cost estimating.

City Responsibilities:

- Timely review and comment on deliverables.

Assumptions:

- Budget is limited to \$5,000.

Deliverables:

- As agreed to by the City and CONSULTANT.

Task 6 – Project Management and Quality Assurance and Quality Control

CONSULTANT will manage the project with regards to scope compliance, budget control, timeline adherence, project team coordination, and quality reviews.

CONSULTANT Services:

- Team Oversight
- Budget Tracking and Monthly Invoicing

Invoices will include a summary of monthly activities.

- Schedule Confirmation and Schedule Tracking
- Change Management
- Project Manager will monitor project and use tools such as resource allocation, budget reallocation, and schedule reconfiguration to manage the overall delivery of the project within the timelines and budgets. PM will contact city to discuss any changes that impact deliverables and deadlines.
- Project status phone calls will be held with the City's team.

- QA/QC
 - Internal 'concept and criteria review' meeting to provide direction to team
 - Quality reviews of each major deliverable prior to submittal to City

City Responsibilities:

- Participate in regularly scheduled status phone calls.
- Provide input related to any changes to budget, schedule, etc.
- Make decisions based upon CONSULTANT's analysis.
- Provide CONSULTANT with feedback if anything isn't going to the City's satisfaction.

Assumptions:

- Project duration is assumed to be 6 months. Invoices will be sent monthly.
- Project status phone calls will be hosted by CONSULTANT. Phone call will be 30 minutes in length and up to three calls will be held.

Deliverables:

- Invoices

Fee Estimate:

- Fee Estimate is provided in Exhibit A and Schedule of Charges is provided in Exhibit B.

EXHIBIT B
COMPENSATION

Exhibit B-1: SCHEDULE OF CHARGES

Client/Address: City of Snoqualmie
P.O. Box 987
Snoqualmie, WA 98065

Contract/Proposal Date: 21 February 2024

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1	\$130
Engineer-Scientist-Specialist 2	\$165
Engineer-Scientist-Specialist 3	\$175
Engineer-Scientist-Specialist 4	\$195
Engineer-Scientist-Specialist 5	\$215
Engineer-Scientist-Specialist 6	\$235
Engineer-Scientist-Specialist 7	\$255
Engineer-Scientist-Specialist 8	\$280
Engineer-Scientist-Specialist 9	\$290
CAD-Technician	\$135
Senior CAD-Technician	\$145
CAD-Designer	\$160
Senior CAD-Designer	\$165
Project Administrator	\$130
Administrative Assistant.....	\$95
Aide	\$85

In addition to the above Hourly Rates, an Associated Project Cost charge of \$8.00 per hour will be added to Personnel Compensation for costs supporting projects including telecommunications, software, information technology, internal photocopying, shipping, and other support activity costs related to the support of projects.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus five percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided from the effective date of the agreement through 31 December 2024. The Schedule of Charges may be adjusted annually up to four percent to reflect salary and benefit cost changes.

EXHIBIT B: COMPENSATION**Kennedy Jenks**

Client Name: City of Snoqualmie

Project Name: Mixing Study

Date: 2/21/2024

Task 1 – Existing Data Review and RFI	\$6,510
Task 2 – Data Analyses	\$9,652
Task 3 – Effluent Mixing Zone Study Report	\$34,476
Task 4 – Reasonable Potential Analysis (RPA)	\$7,119
Task 5 – Optional Services	\$5,000
Task 6 – Project Management and Quality Assurance & Quality Control	\$11,208
TOTAL	\$73,965

Compensation will follow the Schedule of Charges in Exhibit B-1.