SIGN-UP TO SPEAK FOR SPECIFIC ACTION ITEMS ON THE AGENDA: If you have signed up prior to the Council meeting to speak with respect to a particular ordinance or resolution appearing on the agenda, you will be recognized to address the Council for up to one minute before the Council takes action on that item. Those wishing to address such items on the “Consent Agenda” should do so during the “Citizen Comments” portion of the Agenda. If the Council chooses to discuss the item further after taking comments, they may restrict additional public comment before taking action. Please look for the sign-up sheets near the Council Chamber doorway. (See Item II.B. for Citizen Comments on other items of City business.)

Location: Bonney Lake Justice Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER – Mayor Neil Johnson, Jr.
   A. Flag Salute
   B. Roll Call: Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson.
   C. Announcements, Appointments and Presentations:
      1. Announcements: None.
      2. Appointments: None.
      3. Presentations:
         a. Presentation of Award: Purple Heart to Detective Ryan Boyle.
   D. Agenda Modifications

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:
   A. Public Hearings: None.
   B. Citizen Comments:
      You may address the City Council on matters of City business for up to 5 minutes. Those commenting about ordinances or resolutions on the “Consent Agenda” should limit their comments to one minute per item. When recognized by the Mayor, please state your name and address for the official record. Designated representatives speaking on behalf of a group may take up to 10 minutes on matters of general City business.
   C. Correspondence

III. COUNCIL COMMITTEE REPORTS:
   A. Finance Committee
   B. Community Development Committee
   C. Public Safety Committee
   D. Other Reports
IV. CONSENT AGENDA:
The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.


B. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #63667-63715 (includes wires #2020503, 20120515, 38495409) in the amount of $142,416.72. Accounts Payable checks/vouchers #63716-63727 in the amount of $600.00. Accounts Payable checks/vouchers #63728-63775 in the amount of $99,968.37. Accounts Payable checks/vouchers #63776-63787 in the amount of $50,818.00. Accounts Payable wires #9354991, 202120517 in the amount of $77,540.87. Accounts Payable checks/vouchers # 63788-63813 in the amount of $58,270.13. Accounts Payable checks/vouchers #63814-63817 in the amount of $4,977.16.

C. Approval of Payroll: Payroll for May 16-31st, 2012 for checks 30489-30517 including Direct Deposits and Electronic Transfers in the amount of $640,755.71.


E. AB12-85 – Resolution 2211 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Water And Sewer Developer Extension Agreement With Builders Of America LLC For The Orchard Grove II Plat.

F. AB12-88 – Resolution 2213 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Professional Service Agreement Amendment With Parametrix Consultants For The Safe Routes (Fennel Creek) Trail.


I. AB12-92 – Resolution 2217 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Supplemental Agreement With Bruce Dees & Associates To Complete Additional Services For The Safe Routes (Fennel Creek) Trail.


K. AB12-82 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Lift Station 17 Flow Meter And Fuel Tank Replacement Project With Stouder General Construction, LLC.
V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:

   A. AB12-86 – Resolution 2212 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding The Sewer Trunk Line Improvement – Myers Road To Main Street Construction Contract To Insituform Technologies.

   B. AB12-89 – Resolution 2214 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Professional Services Agreement With KPG Inc. For Design Of The Allan Yorke Park Dike 13 Project.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:


IX. EXECUTIVE SESSION:

   Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

X. ADJOURNMENT

   For citizens with disabilities requesting translators or adaptive equipment for communication purposes, the City requests notification as soon as possible of the type of service or equipment needed.

   THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA
CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:02 p.m.

A. Flag Salute: Mayor Johnson led the audience in the Pledge of Allegiance.

B. Roll Call: Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson.

Staff members in attendance were City Administrator Don Morrison, City Engineer John Woodcock, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Interim Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Jim Dionne, and Records & Information Specialist Susan Duis.

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments: (see C.3.b.)

3. Presentations:


      Mayor Johnson read the proclamation aloud and thanked staff for their hard work on issues such as the past winter’s wind and ice storms.


      Mayor Johnson said Mr. Baus is interested in a position on the Planning Commission, but since no position is currently available he appointed him to the Design Commission so he could become involved.

      Councilmember Rackley moved to approve AB12-74. Councilmember Hamilton seconded the motion.

      Motion AB12-74 approved 7 – 0.
D. **Agenda Modifications:** None.

II. **PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:**

A. **Public Hearings:** None.

B. **Citizen Comments:**

Quinn Dahlstrom, 6527 193rd Ave E, Bonney Lake, thanked the Mayor for addressing her recent concern about the Senior Center. She said she attended the Parks Summit on May 7th, and she would like to see the City finish the Fennel Creek Trail. She provided a written copy of her statement to the City Clerk to enter into the record.

Kelly Kahne, Enumclaw, said he owns 17 acres in the Eastown area off 219th Ave E, which is leased by C&D Topsoil. He said he has been trying to connect to City sewer for six years, but his neighbor will not agree to an easement so he can install a line across the neighbor’s property. He said he and his joint venture partners want to start development, which would be good not only for them but for the city. He said he hopes the City has an idea for what can be done next, such as condemnation, so they can move forward. He said 40 acres of property would have access to sewer service if this line were installed.

Councilmember Rackley asked why the neighbor is not cooperating. Mr. Kahne said the neighbor has agreed verbally in the past but keeps backing out and will not communicate. Deputy Mayor Swatman said the Council is very interested in the development of Eastown. He said a fair amount of time has been taken to resolve this issue and it may be time to try something else. Mayor Johnson said he would work with staff in Public Works to get more information to the Council on this issue.

Doug Babcock, 20310 Church Lake Dr, Bonney Lake, said he represents the Babcock family, who has been working with Mr. Kahne to resolve the sewer connection issue with their neighbor, Chet Morris. He said they met with Mr. Morris in December 2011 and thought everything was worked out for the sewer connection. However, he said Mr. Morris backed out of the proposed contract and would not return calls. Mr. Babcock said he wants to move forward to get sewer service on his and Mr. Kahne’s properties.

Don Stevenson, Bonney Lake, said he is a member of the Bonney Lake Lions Club and is also known as the “Pacing Parson”. He said starting on June 7th he will complete a three-month, 1,400 mile walk to benefit the blind and sight-impaired. He said he has walked for charity since he retired, and will do part of this walk blindfolded. He asked the Council for moral support and said he will do his best to represent the City of Bonney Lake. Councilmember Watson said he is a Lions Club member and is very proud of the project and Mr. Stevenson’s hard work. Councilmembers thanked Mr. Stevenson for his work and said they would like to be kept informed of his progress.

Bruce Endicott, Bonney Lake Lions President, said Mr. Stevenson will be walking from Rugby, North Dakota to Auburn, Washington, and people can follow his progress and make donations online at [www.thepacingparson.com](http://www.thepacingparson.com). He said donations can also be made directly to the Bonney Lake Lions club or at any Wells Fargo bank. He said Mr. Stevenson is dedicating this walk to Nicholas Primo, who was born blind.
Dan Decker, 20701 70th St E, Bonney Lake, said he understands there will be a ceremony for the road name change from Sumner-Buckley Hwy E to Veterans Memorial Dr E on May 25th. He said he expects the Councilmembers will attend. He also noted that red light cameras have caused 167,000 accidents according to a report on the internet.

C. **Correspondence**: None.

### III. COUNCIL COMMITTEE REPORTS

A. **Finance Committee**: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and reviewed meeting notes, an agreement for the use of the Cedarview ball fields, and first quarter financial data. He said the committee also reviewed water rate proposals, which are on the current agenda for consideration.

B. **Community Development Committee**: Councilmember McKibbin said the committee met on May 1, 2012 and forwarded one item to the current agenda as a Consent Agenda item.

C. **Public Safety Committee**: Councilmember Hamilton said the committee met on May 7th and forwarded Ordinances D12-64 and D12-65 to the current Consent Agenda. The committee reviewed proposed contracts for jail services with the cities of Enumclaw and Buckley. A citizen spoke to the committee about a dangerous street crossing at 182nd Ave E and Main Street East, and requested another crosswalk in this area where children wait to catch the bus. Public Works staff will attend the next meeting to discuss this issue. Mayor Johnson said the City could also make a request to the School District to move the bus stop locations.

The Committee also discussed a request for ‘deaf child’ signs. He said per the committee’s past minutes, there was an issue with the spacing requirements for street signs, but he plans to follow up with the City Engineer. Also at the meeting, Interim Police Chief Dana Powers expressed concerns about the safety of personnel working at the Police Station. The committee also discussed an ordinance amending BLMC Chapter 9 and a proposal for a Traffic School. Councilmember Hamilton said the Police patrol boat was moved to the new police dock at Allan Yorke Park, which will be fenced and monitored by video. He said the SWAT Team is using the Reed Property on Barkubein Rd for training. He said Interim Chief Powers is planning to set up the grant-funded mock car accident for DUI prevention at Bonney Lake High School on May 24th.

D. **Other Reports**:

**Community Events**: Councilmember Lewis said he attended the Sumner/Bonney Lake Area Communities For Families meeting on May 3rd. Special Events Coordinator Wells attended and described city events. The group also discussed library services, and funding for drug and alcohol prevention programs in November 2012.

**Puyallup Police Chief**: Councilmember Rackley said Brian Jeter, a past Bonney Lake Police Department employee, was named Chief of Police for the City of Puyallup. Mayor Johnson said it is great to have chiefs in Bonney Lake and Puyallup who know the area very well and who work well together.

**Community Updates**: Mayor Johnson thanked city staff members who helped with the Family Fun Fest on May 5, 2012, including Debbie McDonald, Gary Leaf, David Wells,
IV. CONSENT AGENDA:


B. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #63425-63497 (includes wire #9168551, 20120416, 38156773) in the amount of $558,639.46. Accounts Payable checks/vouchers #63498-63582 in the amount of $253,580.25. Check void 62327 wrong vendor, reissued 63549. Check void 63410 incorrect amount, reissued 63548.

C. Approval of Payroll: Payroll for April 16-30th, 2012 for checks 30433-30463 including Direct Deposits and Electronic Transfers in the amount of $620,232.46.


Councilmember Rackley moved to approve the Consent Agenda. Councilmember Lewis seconded the motion.

Consent Agenda approved 6 – 1. Deputy Mayor Swatman voted no.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

Councilmember Rackley moved to approve Ordinance D12-57. Councilmember Watson seconded the motion.

Mayor Johnson said the Council received an email from resident Maryanne Zukowski about the proposed rate changes. Councilmember Hamilton noted that the ordinance before the Council proposes a $2.67 reduction in water base rates, rather than the $5 reduction that was discussed previously. City Administrator Morrison said the proposed reduction is split between consumption and availability charges.

Mayor Johnson said the Council could reduce water rates and increase sewer rates, or delay any rate changes by transferring funds from the water utility to the sewer utility. He said he has received input from the public, and feels the proposed ordinance is a good compromise.

Deputy Mayor Swatman said he supports the proposed ordinance. He said it is important to give the public adequate time to comment on the proposed water and sewer rate changes. He said although a public hearing is not required to amend utility rates, he suggested the Council table these items to allow for a public comment period.

Councilmember Rackley moved to table Ordinance D12-57 to the May 15, 2012 Workshop. Councilmember Watson seconded the motion.

Motion to table Ordinance D12-57 approved 6 – 1. Councilmember Minton-Davis voted no.


Councilmember Hamilton moved to approve Ordinance D12-58. Councilmember Lewis seconded the motion.

Councilmember Rackley moved to table Ordinance D12-58 to the May 15, 2012 Workshop. Councilmember Watson seconded the motion.

Motion to table Ordinance D12-58 approved 7 – 0.

Deputy Mayor Swatman asked if the Council needs to suspend its rules to allow public comment at a Workshop. The City Attorney confirmed that the Council rules would need to be suspended to include a public comment period, either at the current meeting or during the Workshop.

Deputy Mayor Swatman moved to suspend the Council rules to take public comment at the May 15, 2012 Workshop on proposed Ordinances D12-57 and D12-58. Councilmember Rackley seconded the motion.

Councilmembers discussed appropriate time limits for the special public comment period; consensus was to allow five minutes for comments similar to the Citizen Comment period at Meetings. Mayor Johnson said staff will post the Workshop agenda as usual, and will reply to all those who have sent comments about this issue letting them know about the
He said it would likely also be highlighted by local media and online.

Motion to suspend the Council rules approved 7 – 0.

C. **AB12-67** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Appointing Three Voting Delegates To The 2012 AWC Annual Conference.

Councilmember Lewis said he and Councilmember McKibbin have served as delegates for the past two year and he thinks this is a good experience for new Councilmembers. Councilmember Minton-Davis said she does not wish to serve as a delegate. Councilmembers Watson, McKibbin, Rackley, and Lewis said they are willing to serve.

**Deputy Mayor Swatman moved to appoint Councilmembers Lewis, Rackley, and Watson as voting delegates to the 2012 AWC Annual Conference.**

Motion approved 7 – 0.

IX. EXECUTIVE SESSION:

Pursuant to RCW 42.30.110(1)(b) and RCW 42.30.110(1)(i) the Council adjourned to an executive session with the City Attorney at 8:01 p.m. for 15 minutes to discuss potential litigation and property acquisition, with no action anticipated after the session. The session was extended for 5 minutes at 8:16 p.m. The session was extended again for 5 minutes at 8:24 p.m. The Council returned to chambers at 8:30 p.m.

X. ADJOURNMENT:

At 8:30 p.m., Councilmember Rackley moved to adjourn the Council Meeting. Councilmember Watson seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood Edvalson, CMC  
City Clerk

Neil Johnson, Jr.  
Mayor

Items presented to Council at the May 8, 2012 Meeting:


I. ORDER OF BUSINESS

A. Call to Order: Mayor Neil Johnson, Jr. called the Special Meeting to order at 5:00 p.m.

Elected Officials in attendance were Mayor Johnson, Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson.

B. Eastown Gateway Sign Unveiling.

Mayor Johnson welcomed the citizens, staff members, and media representatives who were in attendance. He thanked the staff members who had a significant role in the gateway sign project, including Gary Leaf, David Wells, Pete Spain, Jim Miracle, and Keith Proctor. The Council unveiled the new sign, and stood for photographs.

C. Adjournment.

The Special Meeting was adjourned at 5:12 p.m., and was followed by the regular City Council Workshop at 5:30 p.m. at the Bonney Lake Justice Center, 9002 Main Street East, Bonney Lake, Washington.

Harwood Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the May 15, 2012 Special Meeting: None.
I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the workshop to order at 5:32 p.m.

II. ROLL CALL:
Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember Jim Rackley, and Councilmember Tom Watson.

Staff members in attendance were City Administrator Don Morrison, City Engineer John Woodcock, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Interim Police Chief Dana Powers, City Attorney Jim Dionne, Administrative Services Director/City Clerk Harwood Edvalson, and Records & Information Specialist Susan Duis.

III. AGENDA ITEMS:

A. Council Open Discussion:

Eastown Gateway Sign Unveiling: Mayor Johnson thanked the Councilmembers and others who attended the Special Meeting for the Eastown gateway sign unveiling at 5:00 p.m. earlier in the evening.

Senior Boards: Councilmember Lewis reminded staff members and Councilmembers who are participating in the Senior Boards this year that the format has changed for the Sumner School District. He said he and others are volunteering again this year.

Sign Permits: Councilmember Watson said he received a letter from a citizen about issues related to the sign permit process. The citizen said staff members at the Permit Center counter were helpful, but the process was not clear, which caused delays. He said because the paperwork did not identify Downtown zoning requirements, the applicant had to redesign his proposal. In addition, the inspection was scheduled when the business owner was not on site, and when the inspector could not find the hole (which had been covered for safety reasons) he marked the inspection as ‘failed’ rather than calling the applicant for more information. Councilmember Watson said better communication could have resolved these issues more quickly. Mayor Johnson said the department is looking at ways to improve customer service currently.

Mayor’s Updates: Mayor Johnson said he met with the mayors of Sumner and Puyallup at Windmill Gardens. Auburn Mayor Pete Lewis said they plan to reduce speed limits on Lakeland Hills Way and East Valley Hwy, and hope to push Pierce County to support widening the Stewart Street bridge. Sumner Mayor Dave Enslow explained that the Chief of Police is serving as an interim City Administrator, and may be appointed to the position. He said Mayor Lewis plans to retire after his current term. Mayor Johnson said he and the other mayors plan to meet once per month to chat and share information.
Pierce Transit: Councilmember Lewis asked about the Pierce Transit redistricting process. Mayor Johnson said the redistricting will go into effect in June 2012. He said he is no longer on the Pierce Transit board as the new board has been seated. He said the City of Bonney Lake sales tax will be reduced from 9.4% to about 8.8% once the Pierce Transit tax is removed. He said staff are waiting for official notification from Department of Revenue of when the change will go into effect.


Councilmembers Lewis and Watson noted typographical errors in the April 17th minutes. The Council forwarded the minutes to the May 22, 2012 Meeting for action as corrected.

C. **Special Public Comment Period:** Proposed Sewer and Water Rate Changes.

Maryanne Zukowski, 18716 McGhee Dr E, Bonney Lake, said she purchased a house in Bonney Lake in 2002. She said she has worked for 6 different cities over fifteen years, including roles in public works and engineering. She said she was laid off in 2010 with 40 other employees. She said she applies for jobs every week but is still out of work, and times are tough for many people in Pierce County.

Ms. Zukowski said from viewing past City records she can see there have been issues with the utility funds for some time. She asked whether the Council knows what utility rates are used to pay for, and whether the rates are justified based on updated operations and maintenance, LID figures, and planned projects. She said she reviewed the City’s 2008 water study, and at that time the Public Works director suggested the Council review rates every four to five years. She said the Council considered increasing utility rates in 2009 but did not do so. An article in the Courier Herald from 2011 stated the Council had no interest in raising sewer rates. She said the Public Works department has added staff since 2006, unlike other cities that have laid employees off. She said she does not want anyone to be laid off, but wanted to offer the Council some comparisons. She said two other cities that are similar to Bonney Lake have half the staff and much lower utility rates than in Bonney Lake. She said she is concerned the Council needs to look more closely at projects and staffing, and how long water rates can be decreased. She thanked the Council for their time.

Seeing no others coming forward to speak, Mayor Johnson closed the comment period.

D. **Discussion:** (Tabled from May 8, 2012)

- AB12-57 – Ordinance D12-57 – Water Rate Reduction.
- AB12-58 – Ordinance D12-58 – Sewer Rate Increase.

Deputy Mayor Swatman said the Council recognizes that not all residents in the City are connected to the sewer system, and the proposed reductions are to water rates only. Councilmember Lewis said he feels the water and sewer funds should be kept separate and not combined. He said the rates should be based on actual costs to run the system, and although it is justified to lower rates now, customers should understand the rates could go back up in the future due to water supply issues or other concerns. He said he feels the proposed rate changes are justified.

Councilmember Minton-Davis said the City requires new homes to have sprinkler systems installed. She noted that these systems require 1” pipes. She said that therefore, the base rate should be the same for 5/8” to 3/4” pipes as it is for homes with 1” pipes and
fire sprinklers. She suggested the availability rate be reduced to $14.00 for both types of customers. City Administrator Morrison said the suggestion is appropriate. Deputy Mayor Swatman said he agrees with this proposed change.

Councilmember Hamilton asked how the ordinance presented at the workshop differs from the original proposal to reduce water rates by $5.00. He said the original water rate reduction was intended to balance out the sewer rate increase. Mayor Johnson said the revised ordinance lowers the availability rate by $2.69 instead of $5.00, but also decreases the volumetric (use) rates. City Administrator Morrison added that the consumption rates are split into several blocks with a higher conservation rate for the highest usages. Mayor Johnson said customers can also benefit on their sewer rates, which are tied to water volumetric usage.

Councilmember Watson said a study by FCS Group in 2010 advised the Council to increase utility rates. He asked if there is excessive spending for public works staff or projects. Mayor Johnson said all departments are evaluated to be sure the City is on par with other similar cities. He noted that Bonney Lake’s utilities are somewhat unique due to the number of customers outside city limits. He said these are complex issues and he will continue to evaluate staffing and other budget concerns in preparation for the next biennial budget. City Administrator Morrison said based on the numbers from the State Auditor, Bonney Lake is in line with other cities for utility spending per capita.

Deputy Mayor Swatman said he received a letter from a resident in Falling Water, which uses a dry line septic system and is not on City sewer, though the City maintains their system. The resident said Falling Water is a special situation and should not pay higher sewer rates. Deputy Mayor Swatman said he does not want to create any special classes of customers. He said the residents in this area will eventually connect to City sewer when it is available. Councilmember Lewis agreed that these customers should not be separated out.

Councilmember Watson asked whether the Council will evaluate the sewer rate increases each year before they go into effect. Mayor Johnson said it is up to the Council but the rates could be reviewed yearly or whenever the Council desires. Deputy Mayor Swatman asked when the new rates would go into effect. City Administrator Morrison said proposed ordinances put the new rates in effect on July 1, 2012. The new rates would impact the next billing cycle. He said staff need time to make changes to the billing system but this timeline should work if the Council adopts the ordinances as planned.

Council consensus was to forward Ordinance D12-57 and Ordinance D12-58 to the May 22, 2012 Meeting for action.

### E. Discussion: AB12-68 – Ordinance D12-68 – Amending BLMC Chapter 18 Related to Conditional Use Permits in Eastown.

Planning Manager Heather Stinson said this ordinance corrects unintended deletions and an incorrect reference that occurred when the Council adopted a zoning matrix for Eastown per Ordinance 1416. She said it was not the Council’s intent to make these changes, and the proposed ordinance brings the code back in line. Council consensus was to forward Ordinance D12-68 to the May 22, 2012 Meeting for action.
F. **Discussion:** AB12-75 – Ordinance D12-75 – Amending BLMC Chapter 19.08 Related to School Impact Fees.

City Administrator Don Morrison said the proposed ordinance revises School Impact Fees to the same rate used by other cities in Pierce County. He said Sumner School District Superintendent Craig Spencer and Attorney Mary Urback were in attendance to answer questions.

Ms. Urback said the City Council lowered the School Impact Fee from $2,780 to $1,300 per Ordinance 1420 in March 2012. She said the School District did not intend to request this lower fee amount. She said the error was due to communication issues and the district is now requesting the fee be raised to $3,005. She said this is the amount set by other cities and Pierce County for the school district and is based on the district’s current capital improvement plan.

Councilmembers noted that the district initially requested a school impact fee of $4,488 per single family residence, and asked why the proposed fee in this ordinance is lower. Ms. Urback said other agencies in the school district, including Pierce County, have set their fees to the $3,005 rate, which provides consistency for builders. Councilmembers discussed the proposed impact fee and the actual costs to the district. Deputy Mayor Swatman said the fee should be set at a rate that actually covers the costs for adding homes to the district. Mayor Johnson said he wants to fully support the school district.

Consensus of the Council was to forward proposed Ordinance D12-75 with a fee of $4,488 to the May 22, 2012 Meeting for action. Councilmembers requested a copy of the capital improvement plan from the district prior to the upcoming meeting.

IV. **EXECUTIVE SESSION:**

Pursuant to RCW 42.30.110(1)(b), the Council adjourned to an Executive Session with the City Attorney at 7:55 p.m. for 10 minutes to discuss property acquisition. The Council returned to Chambers at 8:06 p.m. No action was taken.

V. **ADJOURNMENT:**

At 8:06 p.m., Councilmember Rackley moved to adjourn the Council Meeting. Councilmember Lewis seconded the motion.

Motion to adjourn approved 7 – 0.

Harwood Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the May 15, 2012 Workshop: None.
Location: Northeast Corner of Veterans Memorial Drive E (Historic Sumner-Buckley Hwy E) and Main Street East, Bonney Lake, Washington.

I. ORDER OF BUSINESS

A. Call to Order: Deputy Mayor Dan Swatman called the Special Meeting to order at 4:30 p.m.

Elected Officials in attendance were Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin, Councilmember Katrina Minton-Davis, Councilmember James Rackley, and Councilmember Tom Watson.

Also in attendance were State Representative Christopher Hurst, American Legion State Commander Jacob Cabaug, and the 4th Landing Support Battalion Marine Corps Color Guard. Staff members in attendance included City Administrator Don Morrison, Facilities & Special Projects Manager Gary Leaf, Executive Assistant Brian Hartsell, and Special Events Coordinator David Wells.

B. Veterans Memorial Drive E Road Renaming Ceremony.

The 4th Landing Support Battalion Marine Corps Color Guard posted the colors. Deputy Mayor Swatman led the attendees in the pledge of allegiance.

State Representative Christopher Hurst and American Legion State Commander Jacob Cabaug each spoke briefly. Councilmember Hamilton provided a brief history of the road name change. Mayor Johnson revealed the new sign for Veterans Memorial Drive East and ceremonially removed the Sumner-Buckley Hwy E sign. He presented a commemorative sign to Greater Bonney Lake Veterans Memorial Committee Chair David Colbeth. City Administrator Don Morrison played taps. After the ceremony, the Special Meeting moved to the Public Safety Building training room due to inclement weather. Mayor Johnson thanked all for attending, and refreshments were served.

C. Adjournment.

The Special Meeting was adjourned at 5:30 p.m..

Harwood Edvalson, CMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the May 25, 2012 Special Meeting: None.
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

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**Agenda Subject:** Adoption of a new Chapter 15.36 of BLMC related to Civil plan review.

**Full Title/Motion:** An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting A New Chapter 15.36 And Amending Sections 3.68, 15.16 And 15.20 Of The Bonney Lake Municipal Code Related To Civil Construction Permitting.

**Background Summary:** City Council added this as an item on the Planning Commission workplan in December, 2010. Prior to adopting set fees, staff review of Civil plans was covered through the deposit system and billing to the applicant. Also, there was no codified process for reviewing these plans or articulation of expiration dates, etc. this ordinance establishes the Civil plan review process as well as items related to permit review such as expiration dates of plans.

**Attachments:** Ordinance D12-53

**BUDGET INFORMATION**

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**Budget Explanation:**

**COMMITTEE, BOARD & COMMISSION REVIEW**

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<th>Approvals:</th>
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**Forward to:**

**Consent Agenda:** ☐ Yes ☐ No

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**Hearing Examiner Review:**

**COUNCIL ACTION**

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**APPROVALS**

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<td>John P. Vodopich, AICP</td>
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ORDINANCE NO. D12-53

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ENACTING A NEW CHAPTER 15.36 AND AMENDING SECTIONS 3.68, 15.16 AND 15.20 OF THE BONNEY LAKE MUNICIPAL CODE, RELATED TO CIVIL CONSTRUCTION PERMITTING

WHEREAS, the City Council wishes to make additions and amendments to the Bonney Lake Municipal Code to clarify permitting and construction standards for civil improvements to the transportation, water, sewer, and stormwater systems.

NOW, THEREFORE, the City Council of the City of Bonney Lake do hereby ordain as follows:

Section 1. A new Chapter 15.36 is hereby added to the Bonney Lake Municipal Code to read as follows:

Chapter 15.36
CIVIL CONSTRUCTION PERMITTING

Sections:
15.36.010 Purpose
15.36.020 Definitions
15.36.030 Permits Required
15.36.040 Applicable Civil Improvements
15.36.050 Permit Process
15.36.060 Financial security
15.36.070 Construction completion - Permit Closeout
15.36.080 Due Diligence Toward Construction Required
15.36.090 Exemptions and Emergencies

15.36.010 Purpose
The purpose of this chapter is to:

A. Establish a permit process for submittal, review and issuance of permits for construction of civil improvements which have been designed in accordance with Chapters 12, 13, 14, 15, 16, 17 and 19 of the BLMC.
B. Provide for inspection of civil construction activities to ensure an effective and functional water system, wastewater system, transportation system and stormwater drainage and treatment system.
C. Establish provisions for the recording of civil construction activities.
D. Establish appropriate fees.

15.36.020 Definitions.
In the event of conflict between the following definitions and other definitions given in this municipal code, the following shall prevail in this chapter:

A. “Clearing” means any activity which removes the vegetative ground cover including, but not limited to, root removal or top-soil removal.
B. “Civil construction activity” means manmade action to install or create civil improvements.
C. “Civil engineer” means a professional engineer licensed to practice in the state of Washington in civil engineering.
D. “Civil improvements” includes, but is not limited to, motorized and nonmotorized ways of travel, street lighting and traffic signaling, stormwater facilities, water and sewer facilities and overhead utilities, both private and public.
E. “Development” means any manmade change to improved or unimproved real estate including, but not limited to, buildings or other structures, utilities, placement of manufactured home/mobile home, mining, dredging, clearing, filling, grading, paving, excavation, drilling operations, or subdivision of property.
F. “Director” means the director of Community Development Department of the city or the director’s designee.
G. “Erosion” means the wearing away of land by the action of wind, water, gravity, or a combination thereof.
H. “Erosion and Sediment Control Plan or Plan” means a set of measures designed to control runoff and erosion, and to retain sediment on a particular site during pre-construction, construction, and after all permanent improvements have been erected or installed.
I. “Grading” means any excavating or filling of earth materials or any combination thereof.
J. “Land Disturbance/Land Disturbance Activity” means any activity that changes the physical conditions of landform, vegetation, or hydrology. Such activities include, but are not limited to, clearing, removal of vegetation, stripping, grading, grubbing, excavating, filling, logging, and storing of materials.
K. “Land Fill” means any human activity depositing soil or other approved earth materials.
L. “Improvement Inspection” means any observation, testing, measurements or other actions by the City to assure that the work, materials, progress rate and quantities comply with the City’s Municipal Code, Development Standards and Comprehensive Plans.
M. “Infrastructure” means the technical structures that support a society such as roads, water supply, sewer conveyance, storm water systems, electrical supply and telecommunications.
N. “Road Maintenance” means work done to extend the service life or functional condition of a road without extending or increasing the structural capacity.

15.36.030 Permits Required
Work Without Permit. No person, firm or corporation may disturb, change or reshape existing topography, begin site grading or clearing, or perform any development or other work requiring a permit under this Chapter without first obtaining a permit from the Director or designee. The Director shall have the authority to issue a Stop Work Order pursuant to BLMC 14.130.050 for any work performed in violation of this Chapter.

15.36.040 Applicable Civil Improvements
The following is a list of the civil construction activities for which a civil improvement permit is required.

A. Grading and Filling (Chapter 15.20 BLMC)
B. Underground infrastructure for Automatic Fire Extinguishing Systems (Chapter 15.16 BLMC)
C. Grease Interceptors (Chapter 13.12 BLMC)
D. Sanitary Sewer System Extension within Rights-of-Way (Chapter 13.12 BLMC)
E. Water System Extension within Rights-of-Way (Chapter 13.04 BLMC)
F. Stormwater System Extension within Rights-of-Way (Chapter 15.13 BLMC)
G. Roadway Extension (Chapter 12.30 BLMC)
H. Short Plat 1-3 Lots (Chapter 12.04, 17.36, 17.40, 17.44, 17.48, 17.52 BLMC)
I. Short Plat 4-9 Lots (Chapter 17.36, 17.40, 17.44, 17.48, 17.52 BLMC)
J. Preliminary Plats (Title 17 BLMC)
K. Improvement Inspection (Chapter 17.24 BLMC)

15.36.050 Permit Process
The permitting requirements for the civil improvements are a three stage process:

A. Civil review application and fee.
B. Inspection fee establishment.
C. Civil permit fee and construction.

The director shall establish requirements for the submittal for civil permits, subject to the following criteria:

A. Civil Review Application and Fee
   1. Prior to performing any civil improvement work, each applicant shall first complete and submit a permit application on a form furnished by the City for that purpose. All submissions shall include engineering plans for the civil improvement, completed by a civil engineer licensed in the State of Washington, and a non-refundable plan review fee established pursuant to Chapter 3.68 BLMC.
   2. All submissions shall be reviewed for conformance with the applicable provisions of BLMC Titles 12, 13, 14, 15, 16, 17 and 19; Bonney Lake Development Policies and Public Works Standards; and the latest edition of the Pierce County Stormwater Manual.
   3. Applicants shall be required to submit further information necessary to process the application, as required by the Director. Failure to supply requested information, or otherwise pursue issuance of the permit, shall result in the application expiring 180 days after submission if no permit has been issued. The Director may grant a one-time extension for an additional 180 days if the Applicant is diligently pursuing the application. In order to renew action on an application after expiration, the applicant shall submit new plans and pay a new plan review fee.

B. Inspection Fee
   1. After civil improvement plans have been reviewed and approved, the City will provide the Applicant a spreadsheet to estimate the cost of construction, so that the inspection fee associated with the civil improvement can be determined.
2. The applicant shall fill out the spreadsheet and return for city review and approval. Upon receipt of the inspection fee spreadsheet the City will calculate the Civil Permit and Inspection fee to be paid by the applicant. The inspection fee shall be a percentage of the total construction costs as determined by Chapter 3.68 BLMC.

3. The Community Development Director may authorize refunding of not more than 50 percent of the permit and inspection fee paid when no work has been done under the issued permit and the Applicant requests to withdraw the application.

C. Preconstruction conference
   1. The City will schedule a pre-construction conference after applicant has paid the Permit and Inspection fee.
   2. Construction permits will be issued once the pre-construction conference has been held and all applicable bonding has been submitted.
   3. Applicable civil fees shall be in accordance with BLMC 3.68

15.36.060 Financial security
The City may require the provision of a performance bond or other acceptable security to secure completion of the improvements whenever weather conditions require delay or to guarantee installation of critical infrastructure in a timely manner.

Financial security shall be in the form of:
   1. A performance bond issued by an established surety company, for 150% of the City-approved cost of project, conditioned upon the final completion of the improvement, as final completion is defined by the City; or
   2. An assignment of funds account with an approved financial institution, guaranteeing the City access to the funds until the City grants a release, for 150% of the City-approved cost of project.

15.36.070 Construction completion - Permit Closeout
The following forms, affidavits, bonds, or information shall be required prior to closing out the civil permit at the completion of construction:

A. “As-Built” drawings completed and approved. “As-Builts” shall be tied to the current vertical and horizontal data used by the City. Drawings shall be submitted on Mylar. Electronic copy shall be prepared in AutoCAD format which is compatible for import into the City’s GIS system.
B. Affidavit of No Liens shall be completed and received by the City.
C. Bill of Sale shall be received, reviewed and approved by the City for utilities and infrastructure conveyed to the City.
D. Easements shall be reviewed, recorded by Developer and received by the City.
E. Maintenance Bond shall be received by the City.

15.36.080 Due Diligence Toward Construction Required.
Applicants with approved civil permits shall be required to pursue construction with due diligence, completing construction within 180 days of the issuance of the permit unless the Director grants a 180 day extension for good cause. Construction extending beyond 180 days, or beyond an approved extension, shall incur additional fees as established in Chapter 3.68 BLMC.

15.36.090 Exemptions and Emergencies.
A. The following are exempt from the requirements of this Chapter:

1. Development that is undertaken by the Washington State Department of Transportation in state right-of-way is exempt from this Chapter, but shall comply fully with the technical requirements contained within the Bonney Lake Municipal Code and Public Works Standards.

2. Road maintenance activities undertaken by the Bonney Lakes Public Works Department shall be exempt from the administrative requirements of this Chapter, but shall comply fully with the technical requirements contained within the Bonney Lake Municipal Code and Public Works Standards.

3. A single family structure authorized by a valid building permit. This shall not exempt the placement of civil infrastructure improvements 5 feet beyond the limits of the basement or footing excavations of structures.

B. Property owners and agents may perform emergency civil construction activities to protect life or property without undergoing the permitting process of this Chapter, but shall apply for a civil permit no later than one month after commencing the work.

Section 2. Subsection 3.68.010.F.3.c of the Bonney Lake Municipal Code is hereby amended by adding the following provisions:

3.68.010.F.3.c

vii. Connection to Public Systems (includes review, permit and inspection) $250.00
    a. Outside City of Bonney Lake $500.00

viii. Grease interceptors (includes review, permit and inspection) $250.00
    a. Outside City of Bonney Lake $500.00

ix. Retrofit Underground Automatic Fire Extinguishing Systems (includes review, permit and inspection) $250.00
    a. Outside City of Bonney Lake $500.00

Section 3. A new subsection 15.16.105 is hereby added to the Bonney Lake Municipal Code, to read as follows:

15.16.105 – Retrofit City Permit and Inspection
Underground automatic fire extinguishing systems which are part of a water system extension will be permitted and inspected as part of the water system extension permit. Underground automatic fire extinguishing systems installed as part of a remodel, retrofit or change of use will be permitted in accordance with the Chapter 15.36 BLMC.

Section 4. BLMC § 15.20.120.B is hereby amended to read as follows:

A. An application for a permit shall be made and filed with the Bonney Lake Community Development department and will be valid for 210 days. B. The applications for permits shall be on a form approved by the Director in accordance with Chapter 15.36 BLMC.
form shall be provided by the city and shall require the applicant or engineer to provide the following information:

1. Identify and describe the work to be covered by the permit;
2. Provide a legal description of the site on which the work is to be done, including all tax parcel numbers;
3. Indicate the estimated quantities of work involved;
4. Provide a site plan showing the location of the property, adjacent public roads, general layout of the proposed work and preliminary topographic information; and
5. Be signed by the applicant or his legally authorized representative.

B. When work occurs on a site not under the control or ownership of the applicant, the property owner shall also sign the application and shall be responsible for all work that occurs on the property.

C. The applicant may provide additional information, as appropriate, to identify the scope of work.

D. Comments regarding the application and requirements for additional studies, plans, information or reports will be made by the city to the applicant within 30 days after proper submittal is made to the Bonney Lake planning/building department

Section 5. This Ordinance shall take effect thirty (30) days after its passage, approval, and publication as required by law.

PASSED by the City Council and approved by the Mayor this 12th day of June, 2012.

___________________________
Neil Johnson, Jr., Mayor

ATTEST:

______________________________
Harwood Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

______________________________
James J. Dionne, City Attorney
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<td>Motion</td>
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<td>Randy McKibbin</td>
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**Agenda Subject:** Developer Extension Agreement Between Orchard Grove II and the City.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Water And Sewer Developer Extension Agreement Between Builders Of America LLC And The City Of Bonney Lake For The Orchard Grove II Plat.

**Administrative Recommendation:**

**Background Summary:** The Developer's of Orchard Grove II have requested the City allow water, sewer, storm and roadway improvements along 184th Avenue E. north of 84th Street E. The City will observe installation and testing of utilities.

**Attachments:** none

**BUDGET INFORMATION**

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**Budget Explanation:**

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:** Community Development
Date: 5 June 2012

**Approvals:**
- Chair/Councilmember: Randy McKibbin
- Councilmember: James Rackley
- Councilmember: Katrina Minton-Davis

**Consent Agenda:** Yes

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

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<td>Dan Grigsby, P.E</td>
<td>Neil Johnson Jr.</td>
<td>(if applicable):</td>
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RESOLUTION NO. 2211

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,
AUTHORIZING A WATER AND SEWER DEVELOPER
EXTENSION AGREEMENT WITH BUILDERS OF AMERICA
LLC FOR THE ORCHARD GROVE II PLAT.

WHEREAS, Orchard Grove II is a 18 lot plat located at 8311 84th Street East, Bonney Lake, Washington. This project is inside the city limits and within Bonney Lake’s water and sewer service areas; and

WHEREAS, The City of Bonney Lake requires that a developer have an approved Developer Extension Agreement for water and sewer improvements to the City’s system. The City Council finds that it is in the public interest that this agreement be carried out at this time;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached Water and Sewer Developer Extension Agreement with Builders of America LLC for the Orchard Grove II project.

PASSED by the City Council this 12th day of June, 2012.

_______________________________
Neil Johnson Jr., Mayor

ATTEST:

_______________________________
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

_______________________________
James Dionne, City Attorney
THIS AGREEMENT, by and between the City of Bonney Lake, a municipal corporation, hereinafter referred to as "City", and Builders of America, LLC, hereinafter referred to as "Developer".

WITNESSETH: That whereas the City of Bonney Lake, a municipal corporation, provides WATER & SEWER service within the corresponding WATER & SEWER service area boundary, and the above-named Developer is preparing to construct a WATER & SEWER system, or additions thereto, and said development requires the City's WATER & SEWER service:

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Developer agrees to design and/or construct the WATER & SEWER system, or additions thereto, to be connected to the City's WATER & SEWER lines, and to maintain such additions until such time as the improvements are accepted by the City, with the agreements conditioned as set forth below. The WATER & SEWER system, or additions thereto, shall be located within that area commonly referred to as Orchard Grove II, which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises".

II. As a condition precedent to City obligations under this agreement, the Developer shall design and/or construct the proposed WATER & SEWER system, or additions thereto, within said premises in conformance with the City's "Development Policies and Public Works Standards", as adopted (and by reference made a part hereof), together with any City approved amendments thereto made, and further to conform with the City's comprehensive WATER & SEWER plan, which agreement shall include oversizing of WATER & SEWER mains as may be identified in the City's adopted WATER & SEWER comprehensive plan.

A. Apply for irrigation meters separate from residential meters where the irrigation serves common areas or more than one single-family residence.

B. The applicant shall submit landscaping and irrigation plans for review and employ the best management practices available for the efficient use of water.

III. The developer agrees that the construction of the WATER & SEWER system, or additions thereto, shall not commence until the following conditions have been fulfilled:

A. The developer shall furnish the City with three (3) sets of detailed plans for the water system, or additions thereto, at Developer's own expense, prepared by a qualified engineer licensed in the State of Washington.
B. The above plans shall require the review and approval by the City and its Engineer, and the cost of such review shall be at the Developer's own expense.

C. Minimum requirements for all plans for WATER & SEWER system, or additions thereto, submitted to the City for review are:

1. Three (3) sets of plans and documents shall be submitted, wherein one (1) set will be returned to the applicant.

2. A preliminary plat of the area in which said WATER & SEWER system, or additions thereto, are to be constructed, which plat has been approved by the City, or County as applicable.

3. A map showing the location of the plat in relation to the surrounding area.

4. A contour map of the plat with contour intervals of two feet or less.

5. A map showing the location and depth of all proposed utilities and any connections and/or interconnections to existing facilities or future extensions and connections.

6. A 1" = 50' plan of the water system showing streets, lot lines, dimensions, and location of bench marks and monuments for the proposed plat, together with an indication of the development of the adjacent property.

7. A profile 1" = 50' horizontal and 1" = 5' vertical of the finished road grades with the water system and other pertinent underground utilities located, with elevations noted thereon. The elevation datum shall be the same as used by the City. It shall be the responsibility of the Developer to confirm such datum with the City.

8. Full-sized detail sheets shall be included as part of the construction drawings, as required to clearly indicate the details for all of the water system, or additions thereto, to be constructed, consistent with City standards.

9. Specifications sufficient to fully describe the work, consistent with City's "Development Policies and Public Works Design Standard".

10. Approvals from all regulatory agencies.

D. Construction requirements in addition to the City standards and details for developer extensions, as adopted, are as follows:

1. Unless otherwise approved in writing, by the City, all streets and/or roadways shall be graded to within six inches of final grade before installation of WATER & SEWER improvements.
2. All lots shall be fully staked to assist all parties involved in the proper location of the WATER & SEWER system including services.
3. All hydrants and valves shall be fully staked in the field and reviewed and approved by the City prior to installation of same. Adjustments to "approval construction drawings" may be warranted and required by the City, based on actual local field conditions.
4. All contractors and subcontractors shall have a current Washington State Contractors License.
5. The Developer's WATER & SEWER system, or additions thereto, on Premises shall not be connected to the City WATER & SEWER system until authorized by the City, and such connection shall be performed under the supervision and direction of the City.

E. For the purpose of applying RCW 4.24.115 to this Contract, the Developer and the City agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third party claims for damages preliminary thereto.

The Developer agrees to defend and hold the City harmless from all claims for damages by third parties, including costs and reasonable attorney's fees in the defense of claims for damages, arising from performance of the Developer's express or implied obligations under this Agreement. The Developer waives any right of contribution against the City.

It is agreed and mutually negotiated that in any and all claims against the City or any of its agents or employees by any employee of the Developer, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor or Subcontractor under Workman's Compensation Acts, disability benefits acts or other employees' benefit acts. The City and the Developer agree that all third party claims for damages against the City for which the Developer's insurance carrier does not accept defense of the City may be tendered by the City by the Developer who shall, if so tendered by the City, accept and undertake to defend or settle with the Claimant. All investigation and legal work product regarding said claim shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that the claim arises from the sole negligence of the City, the City shall be responsible for all damages payable to the third party claimant. In the event that the City and the Developer agree or a court finds that the claim arises from or includes negligence of both the Developer and the City, the Developer shall be responsible for all damages payable by the Developer to the third party claimant under the court findings, and, in addition thereto, the Developer shall hereunder reimburse or pay the City for all damages paid or payable to the City under the court findings in an amount not to exceed the percentage of total fault attributable to the Developer. For example, where the Developer is 25% negligent, the Developer shall not be required to indemnify the City for any amount in excess of 25% of the claimant's total damages.
The Developer shall ensure that all construction contracts entered into for the WATER and SEWER SYSTEM name the City of Bonney Lake as an additional insured.

F. In the event the Developer in his operation damages or disrupts existing improvements, the repairs shall be made at the Developer's expense. In the event they are so damaged or the service disrupted and the Developer fails or is unable to immediately restore the service, then the Owners of the improvements may cause the repairs to be made by others and all costs for the same shall be at the Developer's own expense.

Where the construction crosses or is adjacent to existing utilities, the Developer shall exercise extreme care to protect such utilities from damage.

If any damage is done to an existing utility, the Developer shall notify the utility company involved who will dispatch a crew to repair the damage at the Developer's expense. All costs for the same shall be at the Developer's own expense.

The Developer shall also be aware that some existing WATER & SEWER facilities are known to contain asbestos cement pipe. The Developer shall conduct all work related to existing asbestos cement pipe in strict accordance with WISHA safety regulations and provisions contained within WAC 296-62077. All costs related to work in compliance with established rules and regulations shall be the responsibility of the Developer. Demolition of existing, asbestos cement pipe, if required, will be permitted only after the proper permits are obtained from the Puget Sound Air Pollution Control Agency. The Developer shall be responsible for all associated fees and permits required for asbestos removal and disposal. Work crews shall be provided with proper protective clothing and equipment. Hand tools shall be used, and the asbestos cement pipe shall be scored and broken in lieu of the sawing or other methods which release fibers into the atmosphere. Waste asbestos pipe shall be buried in the trench. Asbestos pipe to be abandoned in – place shall not be disturbed, except as noted herein, and shall remain in its original position.

The Developer is cautioned that all existing drainage systems, whether open ditch, buried pipe, or drainage structures, are not on record. It shall be the responsibility of the Developer to repair or replace all such systems found during construction, which are damaged by the Developer’s construction in a manner which is satisfactory to the City.

Where the Developer is allowed to use private property adjacent to the work, the property so used shall be returned to its original or superior condition. The Developer shall make all arrangements in advance with such property owners, to insure that no conflicts will ensue after the property is restored as described above. The Developer will be required to furnish the City with a written release from said private property owners, if the City deems it to be necessary to obtain such document.
IV. The construction, of the Developer’s WATER & SEWER system, or additions thereto, on the Premises shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the system will conform with the above-mentioned plans and specifications. The Developer herewith agrees to allow such inspections and agrees to cooperate providing reasonable advance notice on his construction schedule during, the various construction phases as requested by the City.

V. The Developer further agrees to pay an estimated amount of money to cover the City’s expected review fees and construction supervision expenses incurred.

VI. The Developer’s WATER & SEWER system, or additions thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:

A. Submit to the City in Auto-CADD format, latest revision (unless otherwise approved by the City), the computer file supplied on a three and one half (3-1/2) inch disc accompanied by the original mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The Developer’s Engineer shall certify the accuracy of the record drawings and shall affix his seal and signature.

B. Payment of all permit fees and equivalent assessment changes and any other applicable City charges required for Premises.

C. Payment of all plan check and inspection fees.

D. Prepare and furnish the required easements in compliance with the City’s standard form, and furnish same to the City for approval by the City Attorney, prior to recording of same. The proponent shall pay all the necessary recording, fees.

E. Furnish the City with an affidavit warranting there are no liens against the improvements constructed on Premises by the Developers, this affidavit shall be in the form prescribed by the City.

F. Furnish the City with a Bill of Sale conveying, the WATER & SEWER system to the City.

G. Furnish a one year maintenance bond for 15% (or $2,000 whichever is greater) of the amount of the Bill of Sale guaranteeing that the WATER & SEWER system will be free of defects in labor and materials. Form to be prescribed by the City.

VII. In the event any warranty repairs are required, the City agrees, whenever feasible, to provide the Developer with reasonable notice, before directly undertaking such repairs. The City reserves the right, however, to effect emergency repairs as deemed necessary by the City. The City shall be reimbursed by the Developer for all costs thereof.
VIII. Upon performing all requirements, including those as set forth in Paragraph 5 above, the City shall accept the WATER & SEWER system, and agree therewith to operate and maintain said system.

IX. Nothing in this Agreement shall be construed to excuse Developer from requirements and conditions found in any City ordinance, resolution, plan or policy, with respect to the provision of utility service, including without limitation requirements regarding annexation or execution of covenants to annex, and the City will not provide utility service to Developer prior to Developer’s satisfaction of all such requirements and conditions.

SUBMITTED this 10th day of May 2012

DEVELOPER: __________________________ Date 5-10-12

John Bays
Printed Name

Member
Company Title (as applicable)

10011 Bridgeport Way SW, Suite 1500-212
Address

Lakewood WA 98499
City State Zip

Phone No. (253)537-3732 FAX No. (253)323-2575

CITY OF BONNEY LAKE
DEVELOPER AGREEMENT

ACCEPTED this ___ day of _________________________ 20___

Neil Johnson Jr., Mayor
CITY OF BONNEY LAKE
DEVELOPER AGREEMENT
EXHIBIT 'A'

PLAT NAME: __________ Orchards Grove II

DEVELOPER: __________ Builders of America, LLC

LEGAL DESCRIPTION:

LOTS 1, 2, 3 AND 4, PIERCE COUNTY SHORT PLAT NO. 80-42, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 40 OF SHORT PLAT, PAGE 6, BEING A RE-RECORD OF PIERCE COUNTY SHORT PLAT NO. 78-645, IN PIERCE COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF 184TH AVE EAST VACATED BY ORDINANCE NO. 628 AND RECORDED UNDER RECORDING NO. 9103080206.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.
City of Bonney Lake, Washington  
City Council Agenda Bill (AB)

<table>
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<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<td>Executive / Gary Leaf</td>
<td>12 June 2012</td>
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<th>Agenda Item Type:</th>
<th>Ordinance/Resolution Number:</th>
<th>Councilmember Sponsor:</th>
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<tr>
<td>Resolution</td>
<td>2213</td>
<td>Randy McKibbin</td>
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**Agenda Subject:** Authorize Professional Service Agreement to Parametrix Consultants for the Supplemental Agreement No. 3 Fennel Creek Trail & 192nd Avenue East Sidewalks.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize A Professional Service Agreement Amendment With Parametrix Consultants For The Safe Routes (Fennel Creek) Trail.

**Administrative Recommendation:** Approve

**Background Summary:** Due to unforeseen circumstances in the Federal Grant process, work performed late in the contract to mitigate the Sumner School Districts' needs created the updating of several environmental documents including the Environmental Compliance Summary, the Area of Potential Effects, and Cultural Resources Survey for WSDOT Highways and Local Programs. Parametrix had completed these documents and the documents were approved by WSDOT. This effort will allow Parametrix to complete the necessary changes and resubmit the environmental documents for re-approval.

**Attachments:** Contract; Resolution; Map

### BUDGET INFORMATION

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<th>Required Expenditure</th>
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<td>$3,699.99</td>
<td>$1,026,300.01</td>
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**Budget Explanation:** 302.000.005.594.76.63.10

### COMMITTEE, BOARD & COMMISSION REVIEW

**Council Committee Review:** Community Development  
Date: 5 June 2012  
Chair/Councilmember: Randy McKibbin  
Councilmember: James Rackley  
Councilmember: Katrina Minton-Davis

**Consent Agenda:** Yes No

**Forward to:**

**Commission/Board Review:**

**Hearing Examiner Review:**

### COUNCIL ACTION

**Workshop Date(s):**  
**Meeting Date(s):**

**Public Hearing Date(s):**  
**Tabled to Date:**

### APPROVALS

**Director:** Gary Leaf  
**Mayor:** Neil Johnson Jr.  
**Date Reviewed by City Attorney:**
(if applicable)
RESOLUTION NO. 2213

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, TO AUTHORIZE A PROFESSIONAL SERVICE AGREEMENT AMENDMENT WITH PARAMETRIX CONSULTANTS FOR THE SAFE ROUTES (FENNEL CREEK) TRAIL

WHEREAS, the City applied for and received a grant from WSDOT to partially fund these improvements within the city's limits; and

WHEREAS, the City agreed by Resolution 1883 in September of 2008 to retain the services of Parametrix to design sidewalk, curb, and gutter improvements along and around 192nd Avenue and perform required environmental permitting pursuant to its proposal to the City for the sum of $290,999; and

WHEREAS, the City agreed by Resolution 1981 in November of 2009 to amend the contract with Parametrix for added services to the original contract in the amount of $40,980 referred to as Supplement Number 1; and

WHEREAS, the City agreed by Resolution 2019 in April of 2010 to add construction services to the 192nd Sidewalk portion of the original contract in the amount of $34,848 referred to as Supplement Number 2; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached Supplement to the original agreement with Parametrix Consultants in the amount of $3,699.99 to update the Environmental Compliance Summary, the Area of Potential Effects, and Cultural Resources Survey for WSDOT Highways and Local Programs increasing the original agreement to $370,526.99.

PASSED by the City Council this 12th day of June 2012.

_____________________________
Neil Johnson Jr., Mayor

ATTEST:

_________________________________
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

_________________________________
James Dionne, City Attorney
PROFESSIONAL SERVICES AGREEMENT
Fennel Creek Trail & 192nd Avenue East Sidewalks (Supplement No. 3)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this __________ day of __________________________, 2012, by and between the City of Bonney Lake ("City") and Parametrix, Inc. ("Consultant").

The parties hereby agree as follows:

1. **Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.

2. **Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; provided, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

3. **Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; provided, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.
The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

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

5. Extra Work. The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. Employment. Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman’s Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant’s or Consultant’s employees’ work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant’s employees, while so engaged, shall be the sole obligation and responsibility of the Consultant, except as provided in Section 12 of this agreement. The Consultant’s relation to the City shall at all times be as an independent contractor.

7. Nondiscrimination and Legal Compliance. Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees’ eligibility.
for employment. The consultant shall include a provision substantially the same as this section in any and all contracts with sub consultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City’s obligation to pay Consultant in accordance with subsections A and B below.

A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant are terminated by the City for fault on the part of the Consultant, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; provided, that any such use by the
City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

10. **Termination by Consultant.** Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.

11. **Applicable Law; Venue.** The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.

12. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees 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.

**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 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an 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.

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.

**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.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current AM. 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.
13. **Subletting or Assigning.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

16. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**CITY OF BONNEY LAKE**

By: ________________________________
    Neil Johnson Jr., Mayor

**CONSULTANT**

By: ________________________________
    Daniel L. McReynolds, Principal

**Attachments:**

Exhibit A: Scope of Work/Deliverables
Exhibit B: Rates

*Agenda Packet p. 44 of 154*
EXHIBIT A: SCOPE OF WORK

The Consultant shall perform the following services as directed by the City:

- Write a brief technical memorandum to update the Environmental Compliance Summary (ECS) for Washington State Department of Transportation (WSDOT) Highways and Local Programs to analyze and summarize the impacts associated with the construction easement in accordance with the subject headings used in the ECS.

- Update the Area of Potential Effects (APE).

- Update the cultural resources survey.
EXHIBIT B: RATES

See attached budget spreadsheets (2 pages).
### Exhibit B-1

**Budget Summary**

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<th>Overhead DSC * 189.00</th>
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<th>Expenses</th>
<th>Subconsultants</th>
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**Supplement No. 3 Totals:**

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<th>DSC + OH</th>
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<th>Total Including Fee</th>
<th>Expenses</th>
<th>Subconsultants</th>
<th>Total</th>
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Client: City of Bonney Lake  
Project: Fennel Creek Trail and 192nd Avenue Sidewalks  
Project No: 214-1611-027

### Exhibit B-2
#### Budget Detail

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**Labor Totals:**  
2,837.56*  
19  
4  
11  
1  
1  
2

**SUBCONSULTANTS**  
**Subconsultant Name**  
Cultural Resource Consultants, Inc.  
Amount: $832.00 (includes 4% markup)

**DIRECT EXPENSES:**  
**Description**  
B & W 8.5 x 11  
Mileage  
Amount: $13.78  
Amount: $16.65  
**Expense Total:**  
$30.43

**Supplement No. 3 Total:**  
3,699.99*  
**Total Supplement No. 3 (this contract):**  
$1,870.89  
Remaining Budget from Original Project: $2,070.89

**Remaining Budget from Original Project:**  
$5,770.88  
**Total Phase 05 Budget:**
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Agenda Item Type: Resolution
Ordinance/Resolution Number: 2215
Councilmember Sponsor: Randy McKibbin

Agenda Subject: Award Professional Services Agreement with Stripe Rite, Inc. for the 2012 Striping and Pavement Markings Project

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approve The Professional Services Agreement To Stripe Rite, Inc. For 2012 Striping And Pavement Markings Project.

Administrative Recommendation: Approve

Background Summary: The City solicited invitation to quote from the MRSC Small Works roster for the street striping to re-stripe existing City streets to include centerline, skip/solid double centerline, double centerline, edge line, and double coat the chip sealed streets. Also, re-mark existing Stop Bars, Crosswalks, and the Emergency Zone crosshatchig in thermo-plastics. The apparent lowest quote was Stripe Rite in the amount of $22,620.35. The 3 other quotes were Apply-A-Line- $27,041.00, Roadrunner Striping $42,715.00 and Stanley Patrick Striping Co. $69,490.10.

Attachments: Resolution, Invitation to Quote, Bid Sheet, Agreement, Striping and Pavement Marking Specifications (Exhibit D), 2012 Chip Seal/Striping Map.

BUDGET INFORMATION

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Budget Explanation:
001.000.042.542.10.41.28-Street Operations Maintenance Budget-$21,500
301.001.042.595.63.63.01-Street CIP-Chip Seal Budget -$179,000
Quotes received will go over budget by $324.81 which can be absorbed within the Operations budget.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development
Date: 5 June 2012
Approval:
Chair/Councilmember Randy McKibbin
Councilmember James Rackley
Councilmember Katrina Minton-Davis

Forward to:
Consent Agenda: Yes No

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s): Public Hearing Date(s):
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<tr>
<td><strong>Director:</strong></td>
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<tr>
<td>Dan Grigsby, P.E</td>
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*Agenda Packet p. 50 of 154*
RESOLUTION NO. 2215

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH STRIPE RITE, INC. FOR THE 2012 STREET STRIPING AND PAVEMENT MARKINGS PROJECT.

WHEREAS, the City of Bonney Lake solicited an Invitation to Quote from our Small Works Roster for 2012 Street Striping and Pavement Markings on May 30, 2012; and

WHEREAS, the City has received 4 quotes for the 2012 Street Striping and Pavement Markings project and has determined the lowest responsible quote for this Professional Services Agreement was received from Stripe Rite, Inc. in the amount of $22,620.35; and

WHEREAS, sufficient funds are available in the Street Fund budget and Street CIP budget; and

WHEREAS, the City Council finds that it is in the public interest that this project be carried out at this time;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement to award this contract to Stripe Rite, Inc in the amount of $ 22,620.35.

PASSED by the City Council this 12th day of June 2012.

____________________________
Neil Johnson Jr., Mayor

ATTEST:

____________________________
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

____________________________
James Dionne, City Attorney
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12th day of June, 2012, by and between the City of Bonney Lake ("City") and Stripe Rite, Inc ("Consultant").

The parties hereby agree as follows:

1. Scope of Work. The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.

2. Ownership of Work Product. Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; provided, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

3. Payment. The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; provided, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.
The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

5. **Extra Work.** The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. **Employment.** Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman’s Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant’s or Consultant’s employees’ work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant’s employees, while so engaged, shall be the sole obligation and responsibility of the Consultant, except as provided in Section 12 of this agreement. The Consultant’s relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees’ eligibility for employment. The consultant shall include a provision substantially the same as this
section in any and all contracts with sub consultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City's obligation to pay Consultant in accordance with subsections A and B below.

A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant are terminated by the City for fault on the part of the Consultant, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; *provided*, that any such use by the
City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

10. Termination by Consultant. Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.

11. Applicable Law; Venue. The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.

12. Indemnification / Hold Harmless

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the 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.

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 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an 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.

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.

**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.

**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.
13. **Prevailing Wage**

CONTRACTOR shall pay all laborers, workers, or mechanics performing work under this Agreement prevailing wages as required by Ch. 39.12 RCW, and shall satisfy all other requirements of that chapter, including without limitation requiring that all subcontractors performing work related to the project comply with the requirements of that chapter. The hourly minimum rate of wage which may be paid to laborers, workers, or mechanics for work related to the Project is shown on Exhibit C, attached hereto and incorporated herein by this reference. Prior to the CITY making any payment to CONTRACTOR under this Agreement, CONTRACTOR and each subcontractor shall submit to the CITY a Statement of Intent to Pay Prevailing Wages approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040. Prior to release of the sums retained pursuant to section 17 of this Agreement (“Retainage”), CONTRACTOR and each subcontractor shall submit to the City an Affidavit of Wages Paid approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040.

14. **Subletting or Assigning.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

15. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

16. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement at any time thereafter.

17. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

18. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF BONNEY LAKE

By: _____________________________
    Neil Johnson Jr., Mayor

CONSULTANT

By: _____________________________

5/3/2012

Attachments:

Exhibit A: Scope of Work
Exhibit B: Quote
Exhibit C: Prevailing Wages
City of Bonney Lake
Small Public Works Project
Prevailing Wages are required to be paid

Invitation to Quote
Date: 21 March 2012

The City of Bonney Lake is accepting bids for a Small Public Works Project. As a contractor on our Small Works Roster, you are invited to submit a quote on this project.

Project Title: 2012 Street Striping/Pavement Marking

Scope of Work:
Re-stripe existing City streets to include centerline, skip/solid double centerline, double centerline, edgeline, and double coat chip sealed streets. Attached spreadsheets are highlighted according to the type of striping required for that particular street.
Re-mark existing Stop Bars, Cross Walks and the Emergency Zone crosshatching in thermo-plastic or torch down. Attached spreadsheets are highlighted according to the type of pavement markings required for that particular street.

- Markings must conform to DOT specifications, section 8 - 22.
- Traffic control will be provided by the contractor.
- Contractor will notify the City two weeks in advance of starting work.
- Markings will be applied to the following approximate footage (see attached spread sheets).

Stripe and stencil parking lots at Allan Yorke Park (Including the boat launch) and Cedar View Park.

Please see enclosed: Bid sheet, Striping/Pavement Marking specifications, Striping Quantities, Pavement Marking Quantities and the City of Bonney Lake road section map.

Date Proposals are requested: 3:00 p.m. Wednesday, May 30th, 2012.

If you are interested in submitting a quote on this project please return packets to Triss Weber at 19306 Bonney Lake Blvd (City Hall Bldg). If you have any questions please contact Steve Willardon at (253) 261-5224.

City of Bonney Lake
(253) 862-8602 Fax (253) 826-1921

Mail to: PO Box 7380
Bonney Lake, WA 98391
City of Bonney Lake
Small Public Works Project
Bid Sheet

Company Name: Stripe Rite Inc.
Address: 1813 137th Ave E, Sumner, WA 98390
Phone Number: (253) 862-3120
Fax Number: (253) 862-3120
Contact Name: Justin Williams

Project Title: 2012 Street Striping/Pavement Marking

Having carefully examined all documents enclosed herein, the Contractor proposes to perform all work in strict compliance with all documents, for the amount set forth below.

Schedule: Work shall be completed within 60 calendar days after the indicated starting date appearing in an official “Notice to Proceed” issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th>Qty (Approx.)</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<td>Skip CL</td>
<td>8.5 (44,947 LF)</td>
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<td>2</td>
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<td>3</td>
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<td>4</td>
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<td>$8,030.00</td>
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<td>5</td>
<td>Gore Line (White)</td>
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<td>6</td>
<td>Chip Seal Skip CL</td>
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<td>$1,080.00</td>
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City of Bonney Lake
(253) 862-8602 Fax (253) 826-1921

Mail to: PO Box 7380
Bonney Lake, WA 98391
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<th>Item</th>
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<th>Unit</th>
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<td>Thermo-Plastic:</td>
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<td>$1080</td>
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<td>Chip Seal Stop Bar (12&quot; wide)</td>
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<td>Miles</td>
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<td>Lin. Ft.</td>
<td>1.8</td>
<td>Miles</td>
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<td>14</td>
<td>Allan Yorke Parking Lots: 7265 Bonney Lake BLVD</td>
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<td>1.8</td>
<td>Miles</td>
<td>$0.38</td>
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<td>Bonney Lake BLVD</td>
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<td>16</td>
<td>Re-Stripe 4&quot; White Parking Stalls</td>
<td>840 (42 Stalls)</td>
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<td>Miles</td>
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<td>Re-Stripe 18&quot; White &quot;ENTER&quot; Stencil</td>
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<td>EA</td>
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<td>EA</td>
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<td>Boat Launch</td>
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<td>Re-Stripe 8&quot; Yellow Divider Line</td>
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<td>Miles</td>
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<td>Re-Stripe 4&quot; Staging Area Lines</td>
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<td>Cedar View Parking Lot: 9301 208th Ave E</td>
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<td>Miles</td>
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<td>New Stripe 4&quot; White Parking Stalls</td>
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<td>Miles</td>
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City of Bonney Lake  
(253) 862-8502 Fax (253) 826-1921 

Mail to: PO Box 7380  
Bonney Lake, WA 98391
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City of Bonney Lake  
(253) 862-8602 Fax (253) 826-1921  
Mail to: PO Box 7380  
Bonney Lake, WA 98391  

Agenda Packet p. 62 of 154
Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 5/18/2012

<table>
<thead>
<tr>
<th>County</th>
<th>Trade</th>
<th>Job Classification</th>
<th>Wage</th>
<th>Holiday</th>
<th>Overtime</th>
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<td>Asbestos Abatement Workers</td>
<td>Journey Level</td>
<td>$40.03</td>
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<td>Boilermakers</td>
<td>Journey Level</td>
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<td>Brick Mason</td>
<td>Brick And Block Finisher</td>
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<tr>
<td>Pierce</td>
<td>Brick Mason</td>
<td>Pointer-Caulker-Cleaner</td>
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Included for reference; complete exhibit available upon request.


5/18/2012
# 2012 Striping Quantities

**Updated 04/02/2012**

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Exhibit D
### 2012 Striping Quantities

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**Total Striping City Wide (Lin. FT):**

|                              | Lineal Feet | 119837 | 44947 | 192589 | 37933 | 116334 | 6418 | 224951 |

**Total Length Sec 1 - 5 (Lineal MILES):**

|                              |            | 21.9   | 8.5   | 3.6    | 7.2   | 22.0   | 1.2  | 42.6   |

**Agenda Packet p. 65 of 154**
## 2012 Striping Quantities

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**Total Chip Seal (Lin FT)**

- 9363
- 418
- 4391
- 0
- 9510
- 0
- 0

**Miles**: 1.8, 0.1, 0.8, 0.0, 1.8, 0.0, 0.0

**Total Stripe**: 23682

*Agenda Packet p. 66 of 154*
# Pavement Markings 2012:

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### Chip Seal

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

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<tr>
<td>Resolution</td>
<td>2216</td>
<td>Randy McKibbin</td>
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**Agenda Subject:** Award Contract to Doolittle Construction LLC for the 2012 Chip Seal Application

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Approve The Contract With Doolittle Construction For The 2012 Chip Seal Application.

**Administrative Recommendation:** Approve

**Background Summary:** The City solicited quotes for the 2012 Chip Seal Application using the MRSC Small Works Roster. We received 2 quotes in the amount of: Doolittle Construction-$154,271.26 and Sierra Santa Fe Corp-$168,124.00. Doolittle Construction LLC has been low bidder for several years and does excellent street chip sealing work. The contract scope of work includes chip sealing of approximately 60,561 square yards. Location of this work is shown on attached map and exhibit "D" spreadsheet.

**Attachments:** Resolution, Invitation to Quote, Bid Sheet, Contract, Map showing streets to be chip sealed.

**BUDGET INFORMATION**

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<th>Required Expenditure</th>
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**Budget Explanation:** 301.001.042.542.60.63.01 - Chip Seal Program Street CIP

**COMMITTEE, BOARD & COMMISSION REVIEW**

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<tr>
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<td>Councilmember</td>
<td>Katrina Minton-Davis</td>
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Forward to: Consent Agenda: ☒ Yes ☐ No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

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**APPROVALS**

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<th>Date Reviewed by City Attorney:</th>
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<tbody>
<tr>
<td>Dan Grigsby, P.E</td>
<td>Neil Johnson Jr.</td>
<td>(if applicable):</td>
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Agenda Packet p. 69 of 154
RESOLUTION NO. 2216

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACTOR AGREEMENT WITH DOOLITTLE CONSTRUCTION, LLC FOR THE 2012 CHIP SEAL APPLICATION.

Whereas, the City of Bonney Lake solicited Invitations to Quote for the 2012 Chip Seal Application on May 18, 2012; and

Whereas, the City has received 2 Quotes for the 2012 Chip Seal Application and has selected to award Doolittle Construction, LLC in the amount of $178,204.46; and

Whereas, the City Council adopted this annual project in the Street Capital budget; and

Whereas, the City Council finds that it is in the public interest that this project be carried out at this time;

Now therefore, be it resolved;

that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement to award this contract to Doolittle Construction, LLC in the amount of $178,204.46.

PASSED by the City Council this 12th day of June, 2012.

________________________________
Neil Johnson Jr., Mayor

ATTEST:

_________________________________
Harwood T. Edvalson, CMC
City Clerk

APPROVED AS TO FORM:

_________________________________
James Dionne, City Attorney
CITY OF BONNEY LAKE CONTRACTOR AGREEMENT

THIS AGREEMENT, is made and entered into this 12th day of June 2012 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "CITY" and Doolittle Construction LLC, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the CITY desires to have certain work, services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such work; and

WHEREAS, the CONTRACTOR represents that the CONTRACTOR is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the work, services and/or tasks set forth in this Agreement.

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

1. SCOPE OF WORK.

The CONTRACTOR shall perform such work and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as CONTRACTOR responsibilities throughout this Agreement and as detailed in Exhibit "A" attached hereto and incorporated herein (the "Project").

2. TERM.

The Project shall begin no earlier than Refer to Notice to Proceed and shall be completed no later than Refer to Notice to Proceed, unless sooner terminated according to the provisions herein.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any work rendered by the CONTRACTOR except for work identified and set forth in this Agreement.

C. The CITY shall pay the CONTRACTOR for work performed under this Agreement pursuant to accepted bid proposal attached hereto as Exhibit "B" and by this reference incorporated herein.
D. The CONTRACTOR shall submit to the CITY Clerk-Treasurer on forms approved by the Clerk-Treasurer, a voucher or invoice for services rendered during the pay period. The CITY shall initiate authorization for payment after receipt of said approved voucher or invoice and shall make payment to the CONTRACTOR within approximately thirty (30) days thereafter.

4. REPORTS AND INSPECTIONS.

A. The CONTRACTOR at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. All of the reports, information data, and other related materials, prepared or assembled by the CONTRACTOR under this Agreement and any information relating to personal, medical and financial data will be treated as confidential insofar as is allowed by Washington State laws regarding disclosure of public information, Chapter 42.17, R.C.W. Generally, Chapter 42.17, R.C.W. requires disclosure of all but the most personal and sensitive information in CITY hands.

B. The CONTRACTOR shall at any time during normal business hours and as often as the CITY or State Examiner may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the CONTRACTOR’S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the CONTRACTOR’S activities which relate, directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent CONTRACTOR/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of work and/or services will lie solely with the discretion of the CONTRACTOR. No agent, employee, servant or representative of the CONTRACTOR shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits the CITY provides for its employees. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the work herein contemplated the CONTRACTOR is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY’S general rights of inspection and review to secure the satisfactory completion thereof.
6. CONTRACTOR EMPLOYEES/AGENTS
The CITY may in its sole discretion require the CONTRACTOR to remove an employee(s), agent(s) or servant(s) from employment on this Project. The CONTRACTOR may however employ that (those) individual(s) on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The CONTRACTOR shall indemnify and hold the CITY and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the CITY arising out of, in connection with, or incident to the execution of this Agreement and/or the CONTRACTOR’S performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the CITY, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR; and provided further, that nothing herein shall require the CONTRACTOR to hold harmless or defend the CITY, its agents, employees and/or officers from any claims arising from the sole negligence of the CITY, its agents, employees, and/or officers. The CONTRACTOR expressly agrees that the indemnification provided herein constitutes the CONTRACTOR’S waiver of immunity under Title 51 RCW, for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The CONTRACTOR 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 CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

The CONTRACTOR 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 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an
insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the City.

3. Worker’s Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant’s profession.

B. Minimum Amounts of Insurance

CONTRACTOR 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.

B. 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 Contractor’s insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor’s insurance and not contribute with it.

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

4. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.
The CONTRACTOR'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

Any payment of deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR'S insurance shall be primary insurance as respects the CITY and the CITY shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the CONTRACTOR pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

   A. The CONTRACTOR, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

   B. The CONTRACTOR specifically agrees to pay any applicable business and occupation (B & O) taxes which may be due on account of this Agreement.

   C. The CONTRACTOR shall fully satisfy, and shall require any subcontractors to fully satisfy, any obligation to make industrial insurance premium payments related to the Project and required under RCW 51.12.050 and/or RCW 51.12.070. Specified retainage relating to the Project will be withheld until receipt by the City of evidence that CONTRACTOR and all of its subcontractors have fully satisfied any obligation to make industrial insurance premium payments related to the Project and required under RCW 51.12.050 and/or RCW 51.12.070.

11. NONDISCRIMINATION AND LEGAL COMPLIANCE.

   A. The CITY is an equal opportunity employer.

   B. Nondiscrimination in Employment. In the performance of this Agreement, the CONTRACTOR agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for
training; and rendition of services. Contractor understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Contractor shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

C. Nondiscrimination in Services. The CONTRACTOR will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The CONTRACTOR shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. The contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees’ eligibility for employment. The contractor shall include a provision substantially the same as this section in any and all contracts with subcontractors performing work required of the contractor under this contract. The contractor agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the contractor failing to comply with any provisions of the Immigration Reform and Control Act of 1986.

12. ASSIGNMENT/SUBCONTRACTING.

A. The CONTRACTOR shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the CONTRACTOR not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.
13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon the CITY unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

The CITY will have the right to make changes to the work provided for hereunder, within its general scope, and the contract time and for contract amount will be equitably adjusted to reflect the change. The CONTRACTOR will promptly commence and continue to perform the work as changed not withstanding disagreement over the equitable adjustment owing therefore.

14. MAINTENANCE AND INSPECTION OF RECORDS.

A. The CONTRACTOR shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The CONTRACTOR shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The CONTRACTOR agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. RETAINAGE.

Notwithstanding any other provision of this Agreement, in accordance with Ch. 60.28 RCW, the CITY shall retain from the monies earned by CONTRACTOR hereunder, five percent as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or materialman who shall perform any labor or furnish any supplies related to the Project, and the state with respect to taxes imposed pursuant to Title 82 RCW which may be due from.
CONTRACTOR. Said retainage shall be reserved in a CITY fund until thirty days following final acceptance of the Project as completed, and shall not be released to CONTRACTOR until the CITY has received certification from the Washington State Department of Revenue that all taxes, increases and penalties due from CONTRACTOR, and all taxes due and to become due with respect to the Project, have been paid in full or are readily collectible without recourse to the state's lien on the retainage, and until the requirements of section 10(C) have been satisfied.

18. PERFORMANCE BOND.

In accordance with Ch. 39.08 RCW, CONTRACTOR shall furnish to the CITY a bond, with a surety company licensed as a surety in Washington as surety, conditioned that CONTRACTOR shall faithfully perform all provisions of this Agreement and pay all laborers, mechanics, subcontractors and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for carrying out the Project. Said bond shall be in the amount of the total amount of this Agreement.

19. PREVAILING WAGE.

CONTRACTOR shall pay all laborers, workers, or mechanics performing work under this Agreement prevailing wages as required by Ch. 39.12 RCW, and shall satisfy all other requirements of that chapter, including without limitation requiring that all subcontractors performing work related to the project comply with the requirements of that chapter. The hourly minimum rate of wage which may be paid to laborers, workers, or mechanics for work related to the Project is shown on Exhibit C, attached hereto and incorporated herein by this reference. Prior to the CITY making any payment to CONTRACTOR under this Agreement, CONTRACTOR and each subcontractor shall submit to the CITY a Statement of Intent to Pay Prevailing Wages approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040. Prior to release of the sums retained pursuant to section 17 of this Agreement ["Retainage"], CONTRACTOR and each subcontractor shall submit to the City an Affidavit of Wages Paid approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040.

20. TERMINATION.

A. Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by written notice to the CONTRACTOR. In the event of termination for the convenience of the CITY, the CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit a termination claim to the CITY. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner directed by the CITY.
B. Termination for Cause. If the CONTRACTOR fails to perform in the manner called for in this Agreement, or if the CONTRACTOR fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

21. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

22. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

23. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered with the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington.

24. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.
25. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY OF BONNEY LAKE

Neil Johnson Jr., Mayor

Date: ____________________

EXHIBIT “A” (Project Work)
EXHIBIT “B” (Bid Proposal)
EXHIBIT “C” (Prevailing Wage Rates)

CONTRACTOR: Doolittle Construction LLC

Tom Doolittle

UBI Number 602 351 934
Date: 5-30-12

Agenda Packet p. 80 of 154
City of Bonney Lake
Small Public Works Project
Prevailing Wages are required to be paid

Invitation to Quote
Date: 18 May, 2012

The City of Bonney Lake is accepting bids for a Small Public Works Project. As a contractor on our Small Works Roster, you are invited to submit a quote on this project.

Project Title: 2012 Chip Seal Application

Scope of Work:
Apply a chip seal to approximately 60,561 square yards of paved surface.
- Chip Seal application must conform to DOT specifications, (Attachment A, pgs 5&6).
- Traffic control will be provided by the contractor.
- Contractor will notify the City 30 days in advance of starting work.
- Chip seal will be applied to the following approximate square yards (see attached “2012 Chip Seal Quantities”).
- City crews will prepare all surfaces prior to the chip seal application.

Please see enclosed: Bid sheet, “Chip Seal Specifications”, 2012 Chip Seal Quantities, Chip Seal Map and the Contractor Agreement.

Date Proposals are requested: 3:00 p.m., Wednesday, 30 May, 2012.

If you are interested in submitting a quote on this project please return packets to Triss Weber at 19306 Bonney Lake Blvd E (City Hall Bldg). If you have any questions please contact Steve Willadson at (253) 261-5224.
Company Name: Doolittle Construction LLC  
Address: 1900 118th Ave. S.E. 
Bellevue, WA. 98005  
Phone Number: 425-455-1150  
Fax Number: 425-455-6782  
Contact Name: Tim Doolittle

Project Title: 2012 Chip Seal Application

Having carefully examined all documents enclosed herein, the Contractor proposes to perform all work in strict compliance with all documents, for the amount set forth below.

Schedule: Work shall be completed within 90 calendar days after the indicated starting date appearing in an official “Notice to Proceed” issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

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<th>Description</th>
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<td>Total Bid</td>
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<td></td>
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<td>$178,204.46</td>
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</table>

City of Bonney Lake  
862-8602, Fax (253) 447-4330  
Mail to: PO Box 7380  
Bonney Lake, WA 98391
State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage
The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

### Journey Level Prevailing Wage Rates for the Effective Date: 5/18/2012

<table>
<thead>
<tr>
<th>County</th>
<th>Trade</th>
<th>Job Classification</th>
<th>Wage</th>
<th>Holiday</th>
<th>Overtime</th>
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<tr>
<td>Pierce</td>
<td>Asbestos Abatement Workers</td>
<td>Journey Level</td>
<td>$40.03</td>
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<td>Pierce</td>
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<td>Brick And Block Finisher</td>
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<tr>
<td>Pierce</td>
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<td>5A</td>
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<td>Pointer-Caulker-Cleaner</td>
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<td>Bridge, Dock And Wharf</td>
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<td>Stationary Power Saw Operator</td>
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<td>Cement Masons</td>
<td>Journey Level</td>
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<td>Diver</td>
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<td>Surface RcV &amp; Rov Operator</td>
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<td>1B</td>
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</tbody>
</table>

Included for reference; complete exhibit available upon request.


Agenda Packet p. 83 of 154

5/18/2012
<table>
<thead>
<tr>
<th>Section</th>
<th>STREET Name/Number</th>
<th>2012 Width</th>
<th>Length</th>
<th>Sq Yards</th>
<th>Scope of Work</th>
<th>Comments</th>
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<td>Inlet Island:</td>
<td>SO. VISTA DR.</td>
<td>21</td>
<td>1760</td>
<td>4107</td>
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<td>NO. VISTA DR.</td>
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<td>1185</td>
<td>2765</td>
<td>From Cascade Drive to North Island Dr.</td>
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<td>Church Lake Drive:</td>
<td>207th AVE E (DEAD END)</td>
<td>16</td>
<td>610</td>
<td>1084</td>
<td>From Church Lake Drive to Cul de sac Seal Coat</td>
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<td>Interlake Island:</td>
<td>61st ST E</td>
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<td>640</td>
<td>1138</td>
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<td>56th ST E</td>
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<td>446</td>
<td>1041</td>
<td>From 195th Ave E to West Tapps Drive E</td>
<td>Striping</td>
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<td>WEST TAPPS Dr (E)</td>
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<td>275</td>
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<td></td>
<td>Bonney Lake BLVD/Myers Road</td>
<td>21</td>
<td>823</td>
<td>1920</td>
<td>From Bonney Lake BLVD to 70th St E</td>
<td>Striping</td>
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<tr>
<td></td>
<td>70TH ST EAST</td>
<td>21</td>
<td>1030</td>
<td>2403</td>
<td>From 181st Ave E to Myers Road</td>
<td>Striping</td>
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<tr>
<td></td>
<td>CHURCH LAKE ROAD</td>
<td>21</td>
<td>2077</td>
<td>4846</td>
<td>From Veterans Memorial Drive to Evergreen Drive</td>
<td>Stop Bar</td>
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<td></td>
<td>CHURCH LAKE ROAD</td>
<td>12</td>
<td>503</td>
<td>671</td>
<td>From the city limits west (199th Ave E) past 197th Ave E</td>
<td>Striping</td>
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<td></td>
<td>CHURCH LAKE ROAD</td>
<td>21</td>
<td>322</td>
<td>751</td>
<td>From 197th Ave E to 199th Ave Ct E</td>
<td>Striping</td>
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<tr>
<td>Bonney Lake BLVD/Bonnie Brae:</td>
<td>79TH ST E</td>
<td>21</td>
<td>714</td>
<td>1666</td>
<td>From 193rd Ave E to 194th Ave E</td>
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<td></td>
<td>194TH AVE E (3)</td>
<td>21</td>
<td>2254</td>
<td>5259</td>
<td>From 79th St E to Bonney Lake BLVD</td>
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<tr>
<td>Locust Ave:</td>
<td>MT VIEW DRIVE</td>
<td>21</td>
<td>978</td>
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<td>LOCUST AVENUE</td>
<td>21</td>
<td>900</td>
<td>2100</td>
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<td>Sumner/Buckley HWY</td>
<td>182ND AVE E (3)</td>
<td>21</td>
<td>3446</td>
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<td>From 230' north of Veterans Memorial Drive to 77th St E</td>
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<td>83RD ST E</td>
<td>27</td>
<td>544</td>
<td>1632</td>
<td>From 182nd Ave E to 179th St E</td>
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<td>179TH AVE E</td>
<td>24</td>
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<td>From 179th Ave E to 81st St E</td>
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<td>SR 410</td>
<td>192ND AVE EAST (4)</td>
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<td>2000</td>
<td>4667</td>
<td>From 200' south of SR 410 to 101st St Ct E</td>
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<td>Cedar View:</td>
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<td>647</td>
<td>1510</td>
<td>From 208th Ave E to 210th Ave E</td>
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<td>202ND AVE E</td>
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<td>1132</td>
<td>2641</td>
<td>From 96th St E to 93rd St E</td>
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<td>203RD AVE E</td>
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<td>1720</td>
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<td>1867</td>
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<td>92ND ST E</td>
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<td>3075</td>
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City of Bonney Lake
Small Public Works Project
Bid Sheet

Company Name: **Sierra Santa Fe Corporation**
Address: P.O. Box 1058
Ridgefield, WA 98642
Phone Number: 360-887-2222
Fax Number: 360-887-4422
Contact Name: **David Zimmerly**

**Project Title: 2012 Chip Seal Application**

Having carefully examined all documents enclosed herein, the Contractor proposes to perform all work in strict compliance with all documents, for the amount set forth below.

**Schedule:** Work shall be completed within **90** calendar days after the indicated starting date appearing in an official "Notice to Proceed" issued by Bonney Lake. Liquidated damages shall be imposed as specified in the contract documents for each day Contractor fails to meet the completion date.

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<th>Description</th>
<th>Qty (Approx.)</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<td><strong>Total Bid</strong></td>
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<td><strong>$188,931.90</strong></td>
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City of Bonney Lake
862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: Executive / Gary Leaf
Meeting/Workshop Date: 12 June 2012
Agenda Bill Number: AB12-92

Agenda Item Type: Resolution
Ordinance/Resolution Number: 2217
Councilmember Sponsor:

Agenda Subject: Professional Services Agreement with Bruce Dees for Design of Safe Routes Trail

Full Title/Motion: A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize A Supplemental Professional Services Agreement With Bruce Dees & Associates To Complete Additional Services For The Safe Routes (Fennel Creek) Trail.

Administrative Recommendation: Approve

Background Summary: Due to unforeseen circumstances in the Federal Grant process, work performed late in the contract to mitigate the Sumner School Districts' needs has led to creating the need to update construction specifications for the Safe Routes Trail per WSDOT 2011-12 requirements. This needs to be completed and approved by WSDOT before bidding can take place.
Attachments: Contract Amendment, Resolution

BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
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Budget Explanation: 302,000.005.594.76.63.10

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development Date: 5 June 2012
Approvals:
- Chair/Councilmember: Randy McKibbin
- Councilmember: James Rackley
- Councilmember: Katrina Minton-Davis
Forward to:
Consent Agenda: Yes No

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):
Meeting Date(s):
Public Hearing Date(s):
Tabled to Date:

APPROVALS

Director:
Mayor: Neil Johnson Jr.

Date Reviewed by City Attorney: N/A (if applicable):
RESOLUTION NO. 2217

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZES A SUPPLEMENTAL AGREEMENT WITH BRUCE DEES & ASSOCIATES TO COMPLETE ADDITIONAL SERVICES FOR THE SAFE ROUTES (FENNEL CREEK) TRAIL

WHEREAS, the City applied for and received a grant from WSDOT to partially fund a Safe Routes Trail; and

WHEREAS, the City agreed by Resolution 1909 in March of 2009 to retain the services of Bruce Dees & Associates to design a trail along Fennel Creek to Victor Falls Elementary School pursuant to its proposal to the City for the sum of $107,101.10; and

WHEREAS, WSDOT has required 2011-12 LAG Manual amendments to the construction specifications previously supplied by Bruce Dees & Associates pursuant to Federal Grant regulations;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached supplement in the amount of $10,000.00 to update the construction specifications, increasing the original agreement to $117,101.10.

PASSED by the City Council this 12th day of June 2012.

______________________________
Neil Johnson Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

______________________________
James Dionne, City Attorney
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ______ day of ________________________, 2012, by and between the City of Bonney Lake ("City") and ____________ ("Consultant").

The parties hereby agree as follows:

1. **Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.

2. **Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; provided, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

3. **Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; provided, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.
The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

5. **Extra Work.** The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. **Employment.** Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman’s Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant’s or Consultant’s employees’ work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant’s employees, while so engaged, shall be the sole obligation and responsibility of the Consultant, except as provided in Section 12 of this agreement. The Consultant’s relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees’ eligibility for employment. The consultant shall include a provision substantially the same as this.
section in any and all contracts with sub consultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City's obligation to pay Consultant in accordance with subsections A and B below.

A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant are terminated by the City for fault on the part of the Consultant, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; provided, that any such use by the
City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

10. **Termination by Consultant.** Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.

11. **Applicable Law; Venue.** The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.

12. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees 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.

**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 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an 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.

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.

**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.

**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.
13. **Subletting or Assigning.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

16. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**CITY OF BONNEY LAKE**

By: ________________________________
    Neil Johnson Jr., Mayor

**CONSULTANT**

By: ________________________________

Attachments:

Exhibit A: Scope of Work/Deliverables/Fee
Exhibit B: Rates
EXHIBIT A: SCOPE OF WORK

The Consultant shall perform the following services as directed by the City:
April 5, 2012

Mr. John Woodcock  
City Hall Annex  
8920 Main St. E  
Bonney Lake, WA 98391  

Dear John,

As requested, we have prepared a contract amendment proposal for extra work associated with our original Time and Materials Contract #SRTS-PB-3161 (002), which expired August 31, 2010. At that time we were $1,117.45 over budget, and we were advised there were no additional funds available and our contract was not extended. Since that date, we have provided the following submittals on this project:

- November 2010 100% Complete Final Construction Documents
- December 2010 100% Complete Permit Documents
- July 2011 Permit Resubmittal
- March 2012 100% Review (Bid) Set

As of March 30, 2012 we are now $40,033.95 over budget for revisions and resubmittals. We understand there are not funds available to reimburse us for all of the Time and Materials spent. We would like to request for the recent March 2012 submittal and propose a budget for the next set of document changes to be made for the bid set.

1) March 2012 Submittal (48.25 total staff hours) $5,059.57
2) Preparation of Bid Set (estimate 35 staff hours) $3,496.10
   $8,555.67

We propose a Time and Materials budget of $10,000.00 for 2012 document preparation. Please contact me if you have any questions.

Sincerely,

Bruce Dees, FASLA
Principal

ABD:asas

CITY OF BONNEY LAKE

Authorized Signature

Date
EXHIBIT B: RATES
# LABOR

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<thead>
<tr>
<th>Phase-Task Description</th>
<th>Principal Rates</th>
<th>LA III Rates</th>
<th>LA II Rates</th>
<th>LA I Rates</th>
<th>CADD Manager Rates</th>
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FEE (29%) $92.80 $30.67 $610.02 $208.80 $942.29
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<th>Meeting/Workshop Date:</th>
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<td>PW / John Woodcock</td>
<td>12 June 2012</td>
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<tr>
<td>Resolution</td>
<td>2218</td>
<td>Randy McKibbin</td>
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**Agenda Subject:** Authorize the Professional Service Agreement to Parametrix Consultants for the Stormwater Comprehensive Plan Assistance.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize The Professional Service Agreement To Parametrix Consultants For The Stormwater Comprehensive Plan Assistance.

**Administrative Recommendation:** Approve

**Background Summary:** The Public Works Department has been taking a phased approach to establish a comprehensive plan for the stormwater utility. The PW Engineering group is working in conjunction with Parametrix to build a comprehensive plan that will take a couple of years to complete pending time constraints and resources. The 2011 - 2012 Budget provided a total of $35,000 for this effort, this contract will address the funds available in the 2012 line item.

**Attachments:** Contract; Resolution;

**BUDGET INFORMATION**

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**Budget Explanation:** 415.000.038,594.39.65.01 Stormwater Comprehensive Plan

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:** Community Development  
Date: 5 June 2012

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<tr>
<td>Chair/Councilmember</td>
<td>Randy McKibbin</td>
<td>☒</td>
</tr>
<tr>
<td>Councilmember</td>
<td>James Rackley</td>
<td>☒</td>
</tr>
<tr>
<td>Councilmember</td>
<td>Katrina Minton-Davis</td>
<td>☒</td>
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Forward to:  
Consent Agenda: ☒ Yes ☐ No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

Workshop Date(s):  
Meeting Date(s):  
Public Hearing Date(s):  
Tabled to Date:

**APPROVALS**

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<tr>
<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney:</th>
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<tbody>
<tr>
<td>Dan Grigsby, P. E.</td>
<td>Neil Johnson Jr.</td>
<td>(if applicable):</td>
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</table>

Agenda Packet p. 99 of 154
RESOLUTION NO. 2218

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH PARAMETRIX CONSULTANTS FOR THE STORMWATER COMPREHENSIVE PLAN ASSISTANCE

Whereas, the City has approved the 2011 – 2012 budget approving the Stormwater Comprehensive Plan effort; and

Whereas, this effort has been an ongoing effort in conjunction with the assistance provided by Parametrix; and

Now therefore, be it resolved; that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement with Parametrix Consultants in the amount of $19,999.94 to provide assistance with the development of the City’s Comprehensive Stormwater System Plan.

PASSED by the City Council this 12th day of June 2012.

________________________________
Neil Johnson Jr., Mayor

ATTEST:

________________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

________________________________
James Dionne, City Attorney
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ______ day of _______________________, 2012, by and between the City of Bonney Lake ("City") and Parametrix ("Consultant").

The parties hereby agree as follows:

1. Scope of Work. The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.

2. Ownership of Work Product. Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; provided, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

3. Payment. The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; provided, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.
The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

5. **Extra Work.** The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. **Employment.** Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant's or Consultant's employees' work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant's employees, while so engaged, shall be the sole obligation and responsibility of the Consultant, except as provided in Section 12 of this agreement. The Consultant's relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees' eligibility for employment. The consultant shall include a provision substantially the same as this
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4. **Professional Liability** insurance appropriate to the Consultant’s profession.

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Consultant shall maintain the following insurance limits:

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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.

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

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF BONNEY LAKE

By: __________________________
    Neil Johnson Jr., Mayor

CONSULTANT

By: __________________________

Attachments:

Exhibit A: Scope of Work/Deliverables/ Fee
Exhibit B: Rates
EXHIBIT A: SCOPE OF WORK.

The Consultant shall perform the following services as directed by the City:
EXHIBIT A – SCOPE OF WORK

City of Bonney Lake
Stormwater Comprehensive Plan Assistance

PROJECT OVERVIEW

The City of Bonney Lake (City) will be revising their Stormwater Comprehensive Plan. Parametrix will provide assistance to the City in the form of technical guidance and quality control review. City staff will prepare the majority of the report and all graphics.

SCHEDULE

The project is anticipated to be complete by December 31, 2012.

PHASE 1 – COMPREHENSIVE PLAN ASSISTANCE

Task 1 – Project Management and QA/QC

Goal: To provide the tools for continuous tracking of the project schedule and budget, project quality assurance and control, and status of deliverables to ensure that the project is executed as expected by the City.

Assumption(s): A 2-month project schedule is assumed.

Deliverable(s)

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports and invoices.

Task 2 – Comprehensive Plan Peer Review

Goal: To assist the City with the development of a revised stormwater comprehensive plan.

Approach: Parametrix will review a section of the Draft Comprehensive Plan prepared by the City and provide comments for the City’s consideration. Sections of the Comprehensive Plan that have not been written by the City will be finished by Parametrix.

Assumption(s): The report will follow the outline previously prepared for the City. Up to two sections will be written by Parametrix.

Deliverable(s): Comprehensive Plan sections in 2010 MS Word format.
# Client: City of Bonney Lake

**Project: Stormwater Comp Plan 2012**

**Project No:**

---

### Burdened Rates:

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**Labor Totals:** $19,930.00

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### SUBCONSULTANTS

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**Subconsultant Total:** $0.00

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### DIRECT EXPENSES:

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**Expense Total:** $69.94

**Project Total:** $19,999.94

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*Agenda Packet p. 109 of 154*
### Parametrix Category Billing Rates - April 15, 2011 through September 30, 2012

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Note: Project expenses and reproduction costs are billed at cost plus 15%.
Public hearing testimony services are billed at hourly rates plus 30%. 

April 16, 2011
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<td>Motion</td>
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<td>Randy McKibbin</td>
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**Agenda Subject:** Accept Lift Station 17 Flow Meter and Fuel Tank Replacement with Stouder General Construction, LLC as Complete

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Lift Station 17 Flow Meter And Fuel Tank Replacement Project With Stouder General Construction, LLC.

**Administrative Recommendation:** Approve

**Background Summary:** Resolution 2167 dated November 8, 2011 awarded the construction contract to Stouder General Construction, LLC for the The Lift Station 17 Flow Meter And Fuel Tank Replacement project. The major items of work for the Project included permanent closure of the existing 1,000 gallon underground fuel storage tank, furnishing and installing a new 1,000 gallon above-grade fuel storage system and installation of two magnetic flow meters and vault structure on the LS17’s dual 16-inch-diameter force mains. See attached Project Completion Report for detail information on this project. As a matter of housekeeping, this project has been reconciled, accepted by the City Engineer and project close out documents are complete. DOR, Employment Security and L & I have been notified and we are awaiting confirmation from these three organizations that there are no unpaid taxes and wages.

**Attachments:** Project Completion Report, Bill of Sale, Notice of Completion of Public Works Contract and 6 photos of project, before (1), during (5) and after (1).

**BUDGET INFORMATION**

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**Budget Explanation:** Release of Retainage Bond

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:** Community Development

Date: 5 June 2012

Chair/Councilmember: Randy McKibbin
Councilmember: James Rackley
Councilmember: Katrina Minton-Davis

Forward to: Consent Agenda: Yes No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

Workshop Date(s):
Meeting Date(s):
Public Hearing Date(s):
Tabled to Date:

**APPROVALS**

Director: Dan Grigsby, P.E
Mayor: Neil Johnson Jr.

Date Reviewed by City Attorney: (if applicable):
**PUBLIC WORKS - PROJECT COMPLETION REPORT**

Project Title: Lift Station 17 Flow Meter and Fuel Tank Replacement

**Project Financing Summary:**

**Project Revenue Sources:**
- Budget Authorized by City Council:
  - City Fund Source(s):
    - Sewer SDC

**Total Project Budget Utilized** = $404,733

**Project Expenditures:**

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**Engineer's Estimate = $165,122**

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**Total Project Cost = $259,157**

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**Under Budget = -$8,680**
Planning
Comprehensive Facilities Plan Approved by City Council: 12/14/2010
Study Required: N/A
FY Funding in Budget: N/A
Study Contract NTP Date: N/A
Study Contract Completion Date: N/A

Design
Date RFP Issued: N/A
Design Contract Award Date: 3/8/2011
Design Contract Completion Date: 11/28/2011
Design Consultant(s): Parametrix

Scope of Work Changes: 1

Change Order Summary: 1

Construction
Date of Advertisement: 10/12/2011
Bid Opening Date: 10/26/2011
Engineer's Estimate: $165,122
Low Responsive/Responsible Bid: $179,186 180,736
Contract Award Date: 11/8/2011
Contract Completion Date: 4/30/2012
Closeout Date: 6/12/2012

Scope of Work Changes: 1

Change Order Summary:
1. Fuel Tank Removal- extra work 4/10/2012 $8,866
2. Paint Hand Rail & Install Bollard 4/10/2012 $1,556
3. Gate Valve Removal & Installation Credit 4/10/2012 -$559
4. Remove Catch Basin & Storm Pipe 4/10/2012 $1,767
5. CDF Credit- Permanent Closure UST 4/10/2012 -$547
6. Vault Hatch Cover Revision 4/10/2012 $2,112
7. Extra Conduit- Sump Pump 5/2/2012 $2,674

Other Construction
Advertisement $222
Dyed red diesel fuel $557
Field Engineering Services 0

Construction Actual Total = $197,384

Total Project Cost= $259,157

PW Infrastructure Addition(s):
See attached Bill of Sale form
CITY OF BONNEY LAKE, PIERCE COUNTY

BILL OF SALE

LIFT STATION 17 FLOW METERS & FUEL TANK PROJECT

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar ($1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned grantor(s) City of Bonney Lake, Public Works do(es) by these presents hereby convey, set over, assign, transfer and sell to the City of Bonney Lake, Pierce County, Washington, a municipal corporation, the following described Sanitary Sewer System and Fuel Tank Improvements and all appurtenances thereto, situated in Pierce County, Washington:

SANITARY SYSTEM IMPROVEMENTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flow Meter Vault with 2–16 inch diam. Flow meters</td>
<td>1</td>
<td>Each</td>
<td>$61,500.00</td>
</tr>
<tr>
<td>Fuel Tank – Above Ground</td>
<td>1</td>
<td>Each</td>
<td>$37,500.00</td>
</tr>
</tbody>
</table>

Cost Analysis

Provision of detailed costs (including labor and materials) are broken down into the facilities that were installed in each category of work listed below:

Sanitary Sewer System Improvements: $196,604.99

Total Improvements: $196,604.99

The said grantor(s) hereby warrants that he, they, it, is/are the sole owner(s) of all the property above described; that they have full power to convey all rights herein conveyed and agree to hold the City of Bonney Lake harmless from any and all claims which might result from execution of this document. IN WITNESS WHEREOF the grantor(s) has/have executed these present this

day of __________, 2012. ________________________________

City of Bonney Lake, Public Works
(Individual Acknowledgement)

STATE OF WASHINGTON )
COUNTY OF PIERCE ) ss.

On this ______ day of ______________, 2001, before me known to be the individual(s) who executed the within and foregoing instrument and acknowledged that he/she signed and sealed the same as _________ free and voluntary act and deed, for the uses and purposes therein mentioned.
GIVEN under my hand and official seal the day and year in this certificate above written.

________________________________________

Notary Public in and for the State of Washington
residing at:

________________________________________
# REQUEST FOR PAYMENT
## Capital Improvement Project

### SCHEDULE A - Lift Station 17 Flow Meter Addition and Fuel Storage Tank Replacement

<table>
<thead>
<tr>
<th>No.</th>
<th>Units</th>
<th>Description</th>
<th>Quant.</th>
<th>Unit Price</th>
<th>$ Amount</th>
<th>Quantity</th>
<th>$ Amount</th>
<th>Quantity</th>
<th>$ Amount</th>
<th>Total To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EnAd</td>
<td>Minor Change</td>
<td>1</td>
<td>5,000.00</td>
<td>5,000.00</td>
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<td>1,550.00</td>
<td>1.00</td>
<td>1,550.00</td>
<td>1,550.00</td>
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<tr>
<td>2</td>
<td>LS</td>
<td>Project Surveying</td>
<td>1</td>
<td>1,550.00</td>
<td>1,550.00</td>
<td>1.00</td>
<td>1,550.00</td>
<td>1.00</td>
<td>1,550.00</td>
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</tr>
<tr>
<td>3</td>
<td>LS</td>
<td>Property Restoration</td>
<td>1</td>
<td>1,000.00</td>
<td>1,000.00</td>
<td>1.00</td>
<td>1,000.00</td>
<td>1.00</td>
<td>1,000.00</td>
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<tr>
<td>4</td>
<td>LS</td>
<td>SPCC Plan</td>
<td>1</td>
<td>300.00</td>
<td>300.00</td>
<td>1.00</td>
<td>10,000.00</td>
<td>1.00</td>
<td>10,000.00</td>
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<tr>
<td>5</td>
<td>LS</td>
<td>Mobilization</td>
<td>1</td>
<td>575.00</td>
<td>575.00</td>
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<tr>
<td>6</td>
<td>LS</td>
<td>Removal of Structures and Obstructions</td>
<td>80</td>
<td>35.00</td>
<td>2,800.00</td>
<td>160.70</td>
<td>5,624.50</td>
<td>160.70</td>
<td>5,624.50</td>
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</tr>
<tr>
<td>7</td>
<td>STY</td>
<td>Remove Flexible Pavement</td>
<td>34</td>
<td>100.00</td>
<td>3,400.00</td>
<td>23.10</td>
<td>2,310.00</td>
<td>23.10</td>
<td>2,310.00</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>LF</td>
<td>Remove Existing 16 In. Diam. Force Main Pipe</td>
<td>1</td>
<td>7,700.00</td>
<td>7,700.00</td>
<td>1.00</td>
<td>7,700.00</td>
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<td>7,700.00</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>LS</td>
<td>Temporary Closure of Existing UST (see COS credit)</td>
<td>10</td>
<td>85.00</td>
<td>1,700.00</td>
<td>1.00</td>
<td>1,700.00</td>
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<tr>
<td>10</td>
<td>TN</td>
<td>Backfill</td>
<td>1</td>
<td>1.320.00</td>
<td>2,640.00</td>
<td>1.00</td>
<td>2,200.00</td>
<td>1.00</td>
<td>2,200.00</td>
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<tr>
<td>11</td>
<td>TN</td>
<td>Contaminated Soil Disposal</td>
<td>34</td>
<td>100.00</td>
<td>3,400.00</td>
<td>32.52</td>
<td>3,250.00</td>
<td>32.52</td>
<td>3,250.00</td>
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<tr>
<td>12</td>
<td>LS</td>
<td>Shoring or Extra Excavation Class B</td>
<td>16</td>
<td>100.00</td>
<td>1,600.00</td>
<td>27.28</td>
<td>11,594.00</td>
<td>27.28</td>
<td>11,594.00</td>
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<tr>
<td>13</td>
<td>TN</td>
<td>Crushed Surfacing Top Course</td>
<td>15</td>
<td>425.00</td>
<td>6,375.00</td>
<td>18.22</td>
<td>11,594.00</td>
<td>18.22</td>
<td>11,594.00</td>
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<tr>
<td>14</td>
<td>TN</td>
<td>HMA CL 1/2 In. PG 64-22</td>
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<td>80.00</td>
<td>400.00</td>
<td>1.00</td>
<td>7,700.00</td>
<td>1.00</td>
<td>7,700.00</td>
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</tr>
<tr>
<td>15</td>
<td>CY</td>
<td>Extra Excavation incl. Haul</td>
<td>10</td>
<td>130.00</td>
<td>1,300.00</td>
<td>29.63</td>
<td>3,851.90</td>
<td>29.63</td>
<td>3,851.90</td>
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<tr>
<td>16</td>
<td>TN</td>
<td>Foundation Material</td>
<td>1</td>
<td>61,500.00</td>
<td>61,500.00</td>
<td>1.00</td>
<td>61,500.00</td>
<td>1.00</td>
<td>61,500.00</td>
<td></td>
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<tr>
<td>17</td>
<td>LS</td>
<td>Flow Meter Vault (see COS credit)</td>
<td>1</td>
<td>37,500.00</td>
<td>37,500.00</td>
<td>1.00</td>
<td>37,500.00</td>
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<td>18</td>
<td>LS</td>
<td>Above Ground Fuel Storage Tank</td>
<td>1</td>
<td>900.00</td>
<td>900.00</td>
<td>1.00</td>
<td>900.00</td>
<td>1.00</td>
<td>900.00</td>
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<td>19</td>
<td>LS</td>
<td>Erosion/Water Pollution Control</td>
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<td>1.00</td>
<td>15,500.00</td>
<td>1.00</td>
<td>15,500.00</td>
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<tr>
<td>20</td>
<td>LS</td>
<td>Electrical/Instrumentation System, Complete</td>
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<td>15,500.00</td>
<td>15,500.00</td>
<td>1.00</td>
<td>15,500.00</td>
<td>1.00</td>
<td>15,500.00</td>
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</tr>
</tbody>
</table>

### Total Cost Schedule A

- $163,940.00
- $165,357.40
- $15,378.24
- $180,735.64

### Schedule A WSSST 93.5%

- $196,188.12
- $180,735.64

### Total Cost Schedule A incl. WSSST

- $180,735.64

---

**Agenda Packet p. 116 of 154**
REQUEST FOR PAYMENT SUMMARY

<table>
<thead>
<tr>
<th>Schedule A (Updated)</th>
<th>Revised Contract</th>
<th>Previous Request</th>
<th>Current Request</th>
<th>Total To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$165,357.49</td>
<td>$165,357.49</td>
<td>$165,357.49</td>
<td>$165,357.49</td>
</tr>
<tr>
<td>Schedule A WSST 9.3%</td>
<td>$15,376.24</td>
<td>$15,376.24</td>
<td>$15,376.24</td>
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<tr>
<td>Total Schedule A Inc. WSST</td>
<td>$180,733.64</td>
<td>$180,733.64</td>
<td>$180,733.64</td>
<td>$180,733.64</td>
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<tr>
<td>Change Order Total</td>
<td>$15,416.84</td>
<td>$15,416.84</td>
<td>$15,416.84</td>
<td>$15,416.84</td>
</tr>
<tr>
<td>Change Order WSST 9.3%</td>
<td>$1,122.71</td>
<td>$1,122.71</td>
<td>$1,122.71</td>
<td>$1,122.71</td>
</tr>
<tr>
<td>Change Order WSST 9.4% Effective April 1, 2017</td>
<td>$220.00</td>
<td>$220.00</td>
<td>$220.00</td>
<td>$220.00</td>
</tr>
<tr>
<td>Total Schedule A + Change Orders Inc. WSST</td>
<td>$196,604.49</td>
<td>$196,604.49</td>
<td>$196,604.49</td>
<td>$196,604.49</td>
</tr>
</tbody>
</table>

Original Contract Amount Inc. WSST $170,186.42
Total Payment Due This Request: $2,674.49
Original Bid Percent Spent: 1.49% 100.72%

VERIFICATION, ACCEPTANCE & APPROVAL

We hereby certify that the above is a true statement of account of the above contract to date and hereby release the owner from any claims for materials or labor furnished or expense incurred to date which is not included in Request for Payment to date, except for single units of construction fully or partially uncompleted for which no Request for Payment has been made. I also certify that Swander General Construction LLC has paid prevailing wages to all employees employed on this project in accordance with RCW 39.12.

Contractor: Stouder General Construction
Payment Accepted By: 

Request Verified By: 

City Engineer: 

Signature:
Date: 5/2/2012

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered and the labor performed as described herein and that the claim is just, due and unpaid obligation against the City of Bonney Lake that I am authorized to authenticate and certify to said...

Date: 

BARB #

Agenda Packet p. 117 of 154
NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT
Contractor's UBI Number: 601 900 345
Date: 5/29/2012

<table>
<thead>
<tr>
<th>Name &amp; Address of Public Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Bonney Lake</td>
</tr>
<tr>
<td>8720 Main Street East</td>
</tr>
<tr>
<td>Bonney Lake, WA 98391</td>
</tr>
<tr>
<td>UBI Number: 277000893</td>
</tr>
</tbody>
</table>

Notice is hereby given relative to the completion of contract or project described below

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Description of Work Done/Include Jobsite Address(es)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lift Station 17 Flow Meter and Fuel Tank Replacement</td>
<td>The major items of work for the Project include permanent closure of the existing 1,000 gallon underground fuel storage tank, furnishing and installing a new 1,000 gallon above-grade fuel storage system and installation of two magnetic flow meters and vault structure on the LS17's dual 16-inch-diameter force mains.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor's Name</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stouder General Construction, LLC</td>
<td>360-366-5822</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surety Agent's Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>2233 112th Ave NE Bellevue, WA 98004</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date Contract Awarded</th>
<th>Date Work Commenced</th>
<th>Date Work Completed</th>
<th>Date Work Accepted</th>
</tr>
</thead>
</table>

| Contract Amount | $ 163,940.00 |
| Additions (+)   | $ 15,934.24  |
| Reductions (-)  | $             |

Sub-Total $ 179,874.24

<table>
<thead>
<tr>
<th>Amount of Sales Tax Paid at</th>
<th>0.000%</th>
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</thead>
<tbody>
<tr>
<td>$ 16,730.75</td>
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</tr>
</tbody>
</table>

TOTAL $ 196,604.99

Liquidated Damages $ |
Amount Disbursed $ 196,604.99 |
Amount Retained $ |

Please List all Subcontractors Below:

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>UBI Number</th>
<th>Affidavit ID (if known)</th>
</tr>
</thead>
<tbody>
<tr>
<td>River City Land Services Inc</td>
<td>602978822</td>
<td>378421</td>
</tr>
<tr>
<td>Diane's Tank Removal Services LLC</td>
<td>603022938</td>
<td>384179</td>
</tr>
<tr>
<td>Advanced Pwer LLC</td>
<td>602633757</td>
<td></td>
</tr>
<tr>
<td>G A Jorgensen Company Inc</td>
<td>600643283</td>
<td></td>
</tr>
</tbody>
</table>

NOTE: These two totals must be equal

Continued on page 2
Please List all Subcontractors Below:

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>UBI Number</th>
<th>Affidavit ID (if known)</th>
</tr>
</thead>
</table>

<p>| Comments: |</p>
<table>
<thead>
<tr>
<th>Sales Tax Breakdown:</th>
<th>Amount Paid</th>
<th>Sales Tax Rate</th>
<th>Sales Tax Paid</th>
</tr>
</thead>
<tbody>
<tr>
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<td>177,429.55</td>
<td>9.30%</td>
<td>16,500.95</td>
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<tr>
<td></td>
<td>2,444.69</td>
<td>9.40%</td>
<td>229.80</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>179,874.24</td>
<td></td>
<td>16,730.75</td>
</tr>
</tbody>
</table>

Contact Name: Marilyn Campbell  
Email Address: campbellm@ci.bonney-lake.wa.us  
Phone Number: 253-447-4348

NOTE: The originating contractor must submit this completed invoice immediately after acceptance of the work done under this contract. NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.

Submitting Form: Please submit the completed form to all three agencies below. For a faster response, please submit by e-mail.

---

For tax assistance or to request this document in an alternate format, visit http://dor.wa.gov or call 1-800-647-7706.  
Teletype (TTY) users may call (360) 705-6718. 
F215-038-000 11-2010  
REV 31 0020c (11/9/10)
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: PW / Douglas Budzynski
Meeting/Workshop Date: 12 June 2012
Agenda Bill Number: AB12-86

Agenda Item Type: Resolution
Ordinance/Resolution Number: 2212
Councilmember Sponsor: Randy McKibbin

Agenda Subject: Award contract to Insituform Technologies for construction effort of the Sewer Trunk Line Improvement - Myers Road to Main Street.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With Insituform Technologies For The Construction Effort Of The Sewer Trunk Line Improvement - Myers Road To Main Street.

Administrative Recommendation: Approve

Background Summary: The City will be slip lining approximately 6,500 linear feet of 24-inch and 18-inch concrete sewer line along SR410 from Myers Road to Main Street. The City has completed 3 sections of the sewer main line from the City's main lift station, #17, to the WWTF. This project will complete the rehabilitation of the sewer main from LF #17 to the WWTF that was originally started in 2006, after a major main line failure. The City opened bids for the project on May 23, 2012. The City received 3 bids and Insituform was the apparent low bidder with a bid of $490,748.71. The engineer's estimate was $757,852.09. After meeting with the contractor, PW staff has determined that their bid proposal is consistent with the requirements of the contract. Resolution 2212 requests authorization from the City Council for the Mayor to award the contract to Insituform. This request includes 10% for contingency ($49,075.00) and 5% construction engineering ($24,537.00).

Attachments: Resolution 2212, Professional Service Agreement, Bid Tabulation Area map

BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
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</thead>
<tbody>
<tr>
<td>$1,000,000.00</td>
<td>$995,000.00</td>
<td>$564,360.71</td>
<td>$430,639.29</td>
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</table>

Budget Explanation:
402.087.035.594.35.63.05- Sewer Trunk Line Improve. PH4. Funding is PWTF loan PC08-951-005. Construction contract amount: $490,748.71 + 10% Contingency $49,075.00 + 5% Project Mgt. $24,537.00 = Total $564,360.71.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development Date: 5 June 2012

Chair/Councilmember McKibbin
Councilmember Rackley
Councilmember Minton-Davis

Consent Agenda: Yes No
Forward to: Consent Agenda: Yes No

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION
Workshop Date(s):
Meeting Date(s): June 12, 2012
Public Hearing Date(s):
Tabled to Date:
<table>
<thead>
<tr>
<th>APPROVALS</th>
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<tr>
<td><strong>Director:</strong></td>
</tr>
<tr>
<td>Dan Grigsby, Public Works</td>
</tr>
<tr>
<td>(if applicable):</td>
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</table>
RESOLUTION NO. 2212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDING THE SEWER TRUNK LINE IMPROVEMENT – MYERS ROAD TO MAIN STREET CONSTRUCTION CONTRACT TO INSITUFORM TECHNOLOGIES

WHEREAS, the City Council approved the design contract for the SR 410 Sewer Trunk Line Improvement – Myers Road to Main Street, also known as Sewer Main Repair Project - Phase 4, by Resolution 1988 on December 8, 2009; and

WHEREAS, the City advertised the Sewer Trunk Line Improvement – Myers Road to Main Street Project and opened bids on May 23, 2012 and has determined the lowest responsible bid for this contract was received from Insituform Technologies; and

WHEREAS, the City Council adopted this project as part of the Sewer Trunk Improvements Program, (PWTF) Phase 4; in the Sewer CIP budget for construction in 2012; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Insituform Technologies in the amount of $490,748.71, which includes tax.

BE IT FURTHER RESOLVED that the City of Bonney Lake Council does hereby authorize a 10% Construction Contingency ($49,075.00) amount based on the contract bid amount as well as a 5% Construction Engineering($24,537.00) amount based on the contract bid.

PASSED and adopted by the City Council this 12th day of June 2012.

_______________________________
Neil Johnson, Mayor

ATTEST:

_________________________________
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

_________________________________
James Dionne, City Attorney
CITY OF BONNEY LAKE CONTRACT

THIS CONTRACT, is made and entered into this 23 day of May, 2012 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "Owner" and Insituform Technologies, LLC, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner desires to have certain work, services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the Contractor represents that the Contractor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, to perform the work, services and/or tasks set forth in this Agreement; and

WHEREAS the Owner has heretofore caused to be prepared certain plans and specifications described as the Sewer Trunk Line Improvement – Meyers Road to Main Street and the Contractor did on the 23 day of May, 2012, file with the Owner a proposal to construct said work and agreed to accept as payment therefore the sum fully stated and set forth in the proposal; and

WHEREAS, the said Contract Documents fully and accurately described the terms and conditions upon which the Contractor proposes to furnish said equipment, labor, materials, and appurtenances and perform said work, together with the manner and time of furnishing same;

IT IS THEREFORE AGREED, first, the Contractor shall perform such work and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Contractor responsibilities throughout this Agreement and as detailed in the plans and specifications described as Sewer Trunk Line Improvement – Meyers Road to Main Street. It is agreed that a copy of said General Conditions and other Contract Documents filed with the Owner, as aforesaid, do, in all particulars, become a part of this Agreement by and between the parties hereto in all matters and things therein set forth and described;

AND FURTHER, that the Owner and the Contractor hereby accept and agree to the terms and conditions of said Contract Documents as filed as completely as if said terms and conditions and plans were herein set out in full.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY OF BONNEY LAKE

Neil Johnson, Jr., Mayor

Date: ____________________________

CONTRACTOR: Insituform Technologies, LLC

By ____________________________

Title: H. Douglass Thomas, VP-Global Procurement, Operations Support

Date: ____________________________

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<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Description</th>
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City of Bonney Lake

Sewer Trunk Line Improvement - Myers Road to Main Street
Sewer Trunk Line Improvement - Meyers Rd to Main St

Project Limits

Disclaimer: The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose. 2012/05/29
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

Department/Staff Contact: Executive / Gary Leaf
Meeting/Workshop Date: 12 June 2012
Agenda Bill Number: 12-89

Agenda Item Type: Resolution
Ordinance/Resolution Number: 2214
Councilmember Sponsor:

Agenda Subject: Allan Yorke Park Dike 13 Project

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approving a Professional Services Agreement with KPG for Design of the Allan Yorke Park Dike Project.

Administrative Recommendation: Approve

Background Summary: The 2012 Parks CIP budget includes a project to fill in the area between Dike 13, which is owned by the Cascade Water Alliance, and West Tapps Highway. This phase of the project will also include sidewalk, curb, and gutter adjacent to the dike. This agenda item includes design of the project; it also includes a review of the impact of the project on the stability of the dike, as required by CWA. The consultant's proposal includes design of the sidewalk adjacent to the dike; if we ask for a change order to design the sidewalk from there to the boat launch that added cost would be $2700.

Attachments: Resolution No. 2214; contract

BUDGET INFORMATION

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Budget Explanation: Base bid inclusive of sales tax, performance bond, and a 10% construction contingency. Budget code is 302.031.076.594.76.65.01.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development
Date: 5 June 2012

Yes | No | Approvals:
--- | --- | Chair/Councilmember Randy McKibbin
--- | --- | Councilmember Jim Rackley
--- | --- | Councilmember Katrina Minton-Davis

Forward to: Consent Agenda: □ Yes □ No

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s): 12 June 2012
Public Hearing Date(s):
Meeting Date(s): 12 June 2012
Tabled to Date:

APPROVALS

Director: Gary Leaf
Mayor: Neil Johnson Jr.
Date Reviewed by City Attorney: (if applicable):
RESOLUTION NO. 2214

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KPG INC. FOR DESIGN OF THE ALLAN YORKE PARK DIKE 13 PROJECT

WHEREAS, the City desires to add additional recreational space along Lake Tapps; and

WHEREAS, the City and Cascade Water Alliance have reached agreement to fill in the area between Dike 13 and West Tapps Highway; and

WHEREAS, the City has begun the permitting process to accomplish this project;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached Professional Services Agreement with KPG, Inc. in the amount of $44,840.04 to provide this design service.

PASSED by the City Council this 12th day of June, 2012.

__________________________________________
Neil Johnson Jr., Mayor

ATTEST:

__________________________________________
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

__________________________________________
James Dionne, City Attorney
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ________ day of ____________________, 2012, by and between the City of Bonney Lake ("City") and ____________ ("Consultant").

The parties hereby agree as follows:

1. Scope of Work. The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.

2. Ownership of Work Product. Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such work product shall become and remain the property of the City and may be used by the City without restriction; provided, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

3. Payment. The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidental necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; provided, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.
The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

5. **Extra Work.** The City may desire to have the Consultant perform work or render services in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the City. Any dispute as to whether work is Extra Work or work already covered by this Agreement shall be resolved before the work is undertaken. Performance of the work by the Consultant prior to resolution of any such dispute shall waive any claim by the Consultant for compensation as Extra Work.

6. **Employment.** Any and all employees of Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman’s Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Consultant’s or Consultant’s employees’ work under this Agreement; and any and all claims made by a third party as a consequence of any acts, errors, or omissions on the part of the Consultant’s employees, while so engaged, shall be the sole obligation and responsibility of the Consultant, except as provided in Section 12 of this agreement. The Consultant’s relation to the City shall at all times be as an independent contractor.

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or handicap except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and rendition of services. The consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting the hiring and continued employment of unauthorized aliens and requiring verification and record keeping with respect to the status of each of its employees’ eligibility for employment. The consultant shall include a provision substantially the same as this
section in any and all contracts with sub consultants performing work required of the contractor under this contract. The consultant agrees to indemnify and hold the City harmless from any and all liability, including liability for interest and penalties, the City may incur as a result of the consultant failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

8. **Term.** This Agreement shall become effective upon the day of its execution by both parties, and shall terminate upon completion of the work and delivery of all materials described in Exhibit A.

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City's obligation to pay Consultant in accordance with subsections A and B below.

A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

B. In the event the services of the Consultant are terminated by the City for fault on the part of the Consultant, subsection A of this section shall not apply. In such event the amount to be paid shall be determined by the City with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or of a type which is usable by the City at the time of termination, the cost to the City of employing another person or firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the City of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if subsection A of this section applied.

C. In the event this Agreement is terminated prior to completion of the work, the original copies of all work products prepared by the Consultant prior to termination shall become the property of the City for its use without restriction; provided, that any such use by the
City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.

10. **Termination by Consultant.** Consultant may terminate this Agreement only in response to material breach of this Agreement by the City, or upon completion of the work set out in the Scope of Work and any Extra Work agreed upon by the parties.

11. **Applicable Law; Venue.** The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Pierce County.

12. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees 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.

**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 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an 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.

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.

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.

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.
13. **Subletting or Assigning.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.

15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party’s right to demand strict performance of that or any other provision of this Agreement any time thereafter.

16. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**CITY OF BONNEY LAKE**

By: ________________________________

Neil Johnson Jr., Mayor

**CONSULTANT**

By: ________________________________

Terry Wright, Principal

Attachments:

Exhibit A: Scope of Work/Deliverables/Fee
Exhibit B: Rates
EXHIBIT A: SCOPE OF WORK

The Consultant shall perform the following services as directed by the City:
EXHIBIT A

City of Bonney Lake
Allan Yorke & West Tapps Highway Improvements
PWD-12-0001
KPG
Scope of Work
May, 2012

INTRODUCTION

The City of Bonney Lake plans to install approximately 400 ft of curb gutter and sidewalk on West Tapps Highway from Bonney Lake Blvd south, and provide park improvements to the section of Allan Yorke Park that lies east of the above described project area. This scope of work is based on the preliminary drawing prepared by the City of Bonney Lake dated March 1, 2012, and covers the effort required to provide final bid documents.

Improvements to be included within the project limits are anticipated to be as follows:

- Provide curb, gutter, and 5-foot wide sidewalk along east side of West Tapps Hwy East.
- Provide storm water collection system for the east side of West Tapps within the project area.
- Construct a retaining wall along the back of sidewalk and along the park frontage as required, and construct a grass play area level with the existing dike located within the park.

The following assumptions were made when preparing the scope and budget:

- All permits will be obtained by the City.
- Wetlands will not be impacted and no mitigation will be required.
- No illumination will be required.
- Storm water quality/quantity treatment will not be required as the new impervious surface will be less than 5,000 SF.
- Requirements from outside agencies which required additional design effort beyond that described within this scope of work shall be considered extra and require additional budget.
- Irrigation will be designed and a dry system installed, and no connection to the water system will be made as a part of this project.
EXHIBIT A

- Improvements will be as shown on City prepared Preliminary Plans between stations 3+50 and 7+50. Improvements shown on these plans to the north and south are not included in this design budget.

The following scope of work includes the effort to complete the above described improvements:

SCOPE OF WORK

Task 1.0 - Management/Coordination/Administration

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product:

1.1 The Consultant shall provide continuous project management and administration required to complete the PS&E phase of work (estimate 3 months).
1.2 Provide monthly progress reports.
1.3 Coordinate with City staff at project meetings (estimate 3 meetings).
1.4 Provide QA/QC reviews of all submittals (60% design, 90% design, and final design submittal).
1.5 Miscellaneous letters and phone calls.
1.6 Attend two meetings with the City and Cascade Water Alliance.

Products:
- Monthly progress letter and invoicing.
- Meeting minutes for Consultant/City Meeting.
- QA/QC of all Submittal packages.

Assumptions:
Design will be Bid Ready by end of August, 2012.
EXHIBIT A

Task 2.0 - Survey and Base Mapping

This task covers the effort to augment the existing base map used for the West Tapps Hwy Sidewalk and Watermain project.

2.1 Survey limits of the topographic mapping within the project limits will be:
   • Small amount of additional topographic mapping within the park.
   • The newly placed pavement edge will be mapped as required to design the new curb and gutter.

2.2 Survey Control - Will match that used on the West Tapps Hwy Sidewalk and Watermain replacement project.

2.3 Right-of-Way - No additional ROW or Property line determination will be required.

2.4 Utility Locations - Additional utility locations will not be required.

Products:
   • Updated electronic basemap showing existing right-of-way, utility locations, surface features, and contours at 1 foot intervals.

Assumptions:
   • Basemap will be prepared in AutoCAD 2011 KPG drafting standards.
   • Right-of-way acquisition will not be required.
   • No utilities are located within the Park.
EXHIBIT A

Task 3.0 - 60% Design

Efforts under this task include the anticipated work necessary to complete the 60% design. This design will be completed to the level required to provide the following information:

- Provide a Memo signed by a registered Geotechnical certifying that the proposed work will not compromise the existing dike, and a separate design memo providing design values for the retaining wall.
  - City to provide a backhoe and perform test pits in three locations under the supervision of the Geotechnical Engineer. These test pits will also be used for to provide design values for the retaining wall.
- Confirm horizontal and design vertical alignment of curb and sidewalk on east side of West Tapps Hwy.
- Provide contours of grading within the park.
- Landscape locations and types.
- Irrigation layout.
- Locations, types and heights of retaining walls.
- Required private utility relocations and impacts, if any.
- Locations of sawcut lines for installation of new curb & gutter and concrete driveway approaches.
- Attend meeting with City Landscape designer (HD) to review proposed planting plan.

Products:
- Plan set of the proposed 60% design improvements described above.
- Itemized list of required private property improvements, if any.
- Review meeting with City staff.
- Preliminary construction cost estimate.

Assumptions:
- All drainage will be located within the existing right-of-way, within the project limits, and no offsite improvements will be required.
- No basin analysis, upstream or downstream, will be required to size the storm water system.
- No private property will be affected as all improvement will be along City Frontage
- No public involvement will be required.
EXHIBIT A

Task 4.0 - Final Design (90% and Final)

The Consultant shall prepare final bid documents (PS&E) for the improvements described above. The following information will be included in these final plans:

- Plans shall be prepared in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and in accordance with industry and City standards.
- Typical sections and details shall be provided, except for items available as standard details from the City, State, or APWA drawings which will be included in the plan set via image/PDF files.
- The Consultant shall prepare a Bid Item list and submit for review at the 60% stage.
- The Consultant shall prepare specifications and submit for review at the 90% stage and submit final specifications with the bid documents.
- The Consultant shall calculate quantities and prepare construction cost estimates with the 90% and final submittal, and with the bid documents.
- The Consultant shall field review the project corridor to ensure the plans are showing an accurate representation of the proposed improvements, and support the City during the bidding process.
- The plans will show complete details of construction of the proposed improvement including:
  - Curb, sidewalk, and driveway layout
  - Storm drainage layout
  - Retaining wall location
  - Landscape and irrigation layout
  - Grading within the park
  - Right-of-way
EXHIBIT A

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<td>Typical Sections/Restoration Details</td>
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<td>Curb, Sidewalk, and Retaining wall Alignment Plan &amp; Profiles</td>
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Products:

- **60% Review Submittal**
  - 1 Construction Cost Estimate
  - 3-1/2 Size Plan Sets (11x17 size)

- **90% Review Submittal**
  - 1 Construction Cost Estimate
  - 3-1/2 Size Plan Sets (11x17 size)
  - 2 Sets Specifications

- **Final Submittal**
  - Bid Documents (Hard Copy and PDF)
  - 1 Construction Cost Estimate
  - 2 Sets Plans (11x17 size)
  - 5 Sets Plans (22x34 size)
  - 1 Set Reproducible Ready Specifications

Assumptions

- The City will not make changes to the locations of improvements shown in the Preliminary prepared by the City
- The City will provide KPG with a preliminary planting plan
- The City will reproduce final bid documents

City of Bonney Lake
Allen Yorke & West Tapps Hwy Improvements

KPG Project #12042
5/08/2012

Agenda Packet p. 143 of 154
EXHIBIT A

Other Services:

The City may require additional services of the Consultant. These services could include value engineering support, permit assistance, and/or construction management and inspection services. At the time these services are required, the Consultant shall provide the City with a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.
EXHIBIT B: RATES
# PROJECT SUMMARY

**CLIENT:** City of Bonney Lake  
**PROJ NAME:** Allan Yorke & West Tapps Hwy Improvements  
**Job #:** 12042  
**PROJ MGR.:** Terry Wright  
**DATE:** May 8, 2012

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**OTHER DIRECT COSTS**

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City of Bonney Lake
Allan Yorke & West Tapps Hwy Improvements

KPG DESIGN SERVICES LABOR TOTAL = $41,840
## OTHER DIRECT COSTS

### EXPENSE ESTIMATE

**CLIENT:** City of Bonney Lake  
**PROJ NAME:** Allan Yorke & West Tapps Hwy Improvements  
**Job #:** 12042  
**DATE:** May 8, 2012

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**Total KPG In-House Expense = $250**
**EXHIBIT B**

### CLIENT:
City of Bonney Lake

### PROJ NAME:
Allan Yorke & West Tapps Hwy Improvements

### Job #
12042

### DATE:
May 8, 2012

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### OTHER DIRECT COSTS

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### TOTALS

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## EXHIBIT B

### TASK 2 HOUR BREAKDOWN

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<tr>
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### TASK NO. 2 TASK DESCRIPTION

- **Survey and Base Map**
  - Control: 1.0 hours, 1 hours, $145.00
  - Field Mapping: 7.0 hours, 7 hours, $1,015.00
  - Base Map Preparation: 4.0 hours, 4 hours, $454.28

### OTHER DIRECT COSTS

- **Other Direct Costs**
  - Hours: 4.0, 8.0, 12 hours
  - Total: $454, $1,160, $1,614.28
## TASK 3 HOUR BREAKDOWN

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**OTHER DIRECT COSTS**

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**TOTALS**
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<th>Meeting/Workshop Date:</th>
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**Agenda Subject:** Cancellation of June 19, 2012 Council Workshop

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Canceling The Regular Council Workshop Of June 19, 2012.

**Administrative Recommendation:** Approve.

**Background Summary:** The Bonney Lake City Council will be participating in activities of the Association of Washington Cities Annual Conference in Vancouver, WA the week of June 19th. Because the City Council schedules two workshops per month, there is little impact to the City’s workflow with the cancellation of this one workshop.

**Attachments:** none

### BUDGET INFORMATION

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<th>Current Balance</th>
<th>Required Expenditure</th>
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**Budget Explanation:** No impact.

### COMMITTEE, BOARD & COMMISSION REVIEW

**Council Committee Review:**

- **Date:**
- **Approvals:**
  - Chair/Councilmember
  - Councilmember
  - Councilmember

**Commission/Board Review:**

**Hearing Examiner Review:**

### COUNCIL ACTION

- **Workshop Date(s):**
- **Public Hearing Date(s):**
- **Meeting Date(s):** 12 June 2012
- **Tabled to Date:**

### APPROVALS

<table>
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<tr>
<th>Director:</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney:</th>
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<td>HTE</td>
<td>NHJ</td>
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