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 & Municipal 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: None.
   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 / Economic Development Focus Group
   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.

A. Approval of Minutes: May 21, 2013 Workshop and May 28, 2013 Meeting.

B. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #66228-66306 (including wire transfers #11304006, 20130515, 20130513, and 20130516) in the amount of $406,338.62. Accounts Payable checks/vouchers #66307-66325 for Utility refunds in the amount of $1,902.35. Accounts Payable checks/vouchers #66326-66304 for Accounts Receivable deposit refunds in the amount of $47,764.39. Accounts Payable wire transfer #2013051701 for P-Card purchases in the amount of $43,567.49. VOIDS: None.

C. Approval of Payroll: Payroll for May 16th - 31st, 2013 for checks #31128 - 31153 including Direct Deposits and Electronic Transfers in the amount of $680,123.27.


E. AB13-77 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Cancelling The Regular Council Meeting and Finance Committee Meeting Of June 25, 2013 And The Regular Council Workshop and Community Development Committee Meeting Of August 6, 2013.

V. FINANCE COMMITTEE ISSUES:


VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:


VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES: None.
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
Location: Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the workshop to order at 5:33 p.m.

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

Councilmember Rackley moved to excuse Councilmember Minton-Davis. Councilmember Watson seconded the motion.

Motion approved 6 – 0.

Staff members in attendance were City Administrator Don Morrison, Chief Financial Officer Al Juarez, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief of Police Dana Powers, City Attorney Kathleen Haggard, Facilities & Special Projects Manager Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, and Administrative Specialist II Renee Cameron.

III. AGENDA ITEMS:

A. Council Open Discussion

Association of the United States Army. Councilmember Watson reminded the Council that the City is involved with the Association of the United States Army and on May 22nd, from 5-6 p.m. they will be celebrating their kick-off for the Bonney Lake Chapter at the Harborstone Credit Union. Councilmember Watson encouraged other Councilmembers to attend.

SwimSafe. Councilmember Watson thanked everyone involved in the SwimSafe information contained in this week’s Bonney Lake Courier Herald. Mayor Johnson advised the emergency phone at Allan Yorke Park should be up and running in the next two weeks.

Code Enforcement. Councilmember Watson read a letter from a resident regarding code enforcement issues they have had with a neighbor. Mayor Johnson said he will have Code Enforcement staff follow up with the issues presented.

2013 Budget. Councilmember Rackley said staff did a good job on the budget.

Proud Dad. Councilmember Lewis said he wanted to make a personal announcement that his son would be appearing on Jeopardy this Thursday night, and he is hoping for a more than one night appearance but will have to wait and watch to see how well he does.
WSU/Mid-Town Park. Councilmember Hamilton said he spoke with George Brown and they discussed his use of the WSU Forest and the Mid-Town Park. He said he would like to see more information provided on the City’s website regarding Mid-Town Park and the trail assets within the WSU forest. He would like to see the park promoted as a safe park and let citizens know it is patrolled by police. Chief Powers announced that this summer they will have the bike patrol and an ATV unit within the park providing patrol.

Councilmember Watson said Beautify Bonney Lake is currently focusing more on Mid-Town Park.


The minutes were forwarded to the May 28, 2013 Meeting for action, with revisions.


Facilities & Special Projects Manager Leaf said the proposed draft ordinance memorialized the changes Council discussed at the May 14th Council Workshop to have the City code compatible with the previously proposed Mandatory Refuse Service Fee. He said this proposed ordinance would also clean up a number of minor outstanding issues in the city code. Councilmember Rackley asked about where the 1.5% fee came from and Manager Leaf responded that is DM Disposal’s fee.

Ordinance D13-65 was forwarded to the May 28, 2013 Meeting for action.


Public Works Director Grigsby said this issue was discussed at the last Finance Committee meeting. He provided the Council with answers to questions the Finance Committee had in regards to the agreement. He said Council and staff discussed how they would determine what the elevations and locations of the dry sewer line in Eastown should be, which is a requirement in the agreement to develop the area and allow commercial temporary septic systems. The requirement is to install dry sewer lines when the developers install their temporary septic systems.

Deputy Mayor Swatman said this issue was previously to the Finance Committee and he wanted to make sure that the full Council had the opportunity to ask any questions they may have regarding the survey. Councilmember Hamilton asked if now is the correct time to do this project or if the City should wait until the economy picks up and then spend the money. Councilmember Rackley said that Council has previously approved allowing the property owners to connect to septic until sewer is available and to do that the City is required to provide an elevation so he believes it needs to be done now. Councilmember Watson agreed with Councilmember Rackley. City Administrator Morrison said he has been assured that once the City provides the elevations and location then it will be reliable and a developer will not have to wait to move forward with installing a temporary septic system. Councilmember Lewis said it is important to do the survey because if a property owner or developer chooses to connect to septic and run a dry line, the City would be responsible to make corrections if correct locations are not
Councilmember Rackley asked how long it will take for the survey to be completed. Director Grigsby said he can get an estimate from Parametrix, however, he estimates it will be approximately three months.

Resolution 2304 was forwarded to the May 28, 2013 Meeting for action.

IV. EXECUTIVE SESSION:

Pursuant to RCW 42.30.140(4)(b), the Council entered a closed session with the Human Resources Manager Jenna Richardson at 5:54 p.m. to discuss labor negotiations, and pursuant to RCW 42.30.110(1)(i) the Council held an Executive Session with the Facilities & Special Projects Manager to discuss potential settlement for 20 minutes. The Council returned to chambers at 6:14 p.m. No action was taken.

IV. ADJOURNMENT:

At 6:14 p.m., Councilmember Rackley moved to adjourn the Council Workshop. Councilmember Lewis seconded the motion.

Motion to adjourn approved 6-0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council for the May 21st City Council Workshop: None


Note: Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.
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Location: Bonney Lake Justice & Municipal Center, 9002 Main Street East, Bonney Lake, Washington.

I. CALL TO ORDER – Mayor Neil Johnson, Jr. called the meeting to order at 7:00 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, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Police Chief Dana Powers, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Kathleen Haggard, and Records & Information Specialist Susan Duis.

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments: None.

3. Presentations:

   a. Presentation: Recognition of Robert Dalton for Service as a Civil Service Commissioner.

   Mayor Johnson thanked Commissioner Dalton for his many years of service to the City as a Civil Service Commissioner. Police Chief Powers presented Mr. Dalton with a plaque from the Police Department. Mr. Dalton thanked the City and said all citizens should find a way to serve their community. Councilmember Rackley said Mr. Dalton has also served on his Homeowner’s Association for 15 years. Councilmember Hamilton said he was a Civil Service Commissioner with Mr. Dalton in the past, and noted that Mr. Dalton was on the Commission when the City had its own fire department.


   Mayor Johnson moved this item from item c. to item b. due to the large number of people in attendance for the awards recognition. Mayor Johnson recognized students at area high schools, an in particular the Bonney Lake High School Boys
Soccer Team, who won Bonney Lake High School’s first-ever State Championship.

At 7:18 p.m., Mayor Johnson adjourned the Meeting for a 5-minute recess. Mayor Johnson called the Meeting back to order at 7:23 p.m.

Mayor Johnson said BLHS Assistant Principal Brian Scheerer was in attendance earlier, and said he wanted to congratulate the team and thank the City and community for their support. Mayor Johnson presented certificates to BLHS Valedictorian Chelsea Crawford, who was in attendance. He said the certificates for those not in attendance will be sent to the schools to be distributed.


Assistant City Engineer Andrew Fonda explained the National Pollutant Discharge Elimination System (NPDES) permit and the City’s Stormwater Management Program (SWMP). He said the annual art contest is one way the City meets these federal requirements. He said the winning artwork will be used to create a calendar, which is distributed for free to citizens and schools. He and Mayor Johnson presented the winning artists with a certificate and $50 prize. Assistant City Engineer Fonda said he will give calendars to participating schools, hopefully before winter break. Mayor Johnson thanked Assistant City Engineer Fonda for his hard work on this project. He noted that although no grant funds were available, the project was continued this year and is fully funded by the City utility. He said he hopes to expand this type of program in the future.

Councilmembers Hamilton, McKibbin, and Lewis thanked the Mayor and staff for keeping the program going, noting that it is important for the community.

D. Agenda Modifications: None.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

Chief Jerry Thorsen, East Pierce Fire & Rescue, thanked the City for its partnership in the SwimSafe program. He announced that EPF&R received a “Heart Safe Communities” award. He said EPF&R plans to use the former Albertson’s building in Bonney Lake for training drills. He also provided a copy of EPF&R’s 2012 Annual Report.

Councilmember Hamilton said that in the past he had been critical of how EPF&R kept the public informed, and thanked Chief Thorsen for being transparent with the agency’s financial information. Councilmember Watson said he appreciates that EPF&R is using available space in the City for their important training drills.

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 personnel issues and employment openings. The Committee discussed the Evergreen Point Watermain Project and a proposed building code ordinance. The Committee also reviewed its meeting notes and discussed city properties available for future sewer lift stations. In response to a question from Councilmember Rackley, he said the Committee made a positive recommendation about the Evergreen Point Watermain project.

B. **Community Development Committee / Economic Development Focus Group:**
Councilmember McKibbin said the Community Development Committee met on May 21, 2013. He said Councilmember Lewis attended the meeting, where members discussed the Shoreline Master Plan.

C. **Public Safety Committee:** Councilmember Hamilton said the committee has not met since the last Council Meeting.

D. **Other Reports:**

**Association of the United States Army:** Councilmember Lewis said he and Councilmember Rackley attended the AUSA kickoff event on May 22, 2013 at the Harborstone Credit Union in Bonney Lake. He said he, Councilmember Watson and Mayor Johnson are members of AUSA and encouraged others to join.

**Families First Coalition:** Councilmember Lewis said he attended the White River FFC meeting in Buckley on May 20, 2013 at Glacier Middle School. The group heard a report about the Buckley Youth Activity Center and discussed statistics for teen alcohol and tobacco use. The group’s next meeting is on June 4, 2013.

**Pierce County Regional Council:** Councilmember Hamilton said he attended the PCRC meeting on May 16, 2013. The Operations Committee discussed options to hire a lobbyist, and Councilmember Hamilton said those from other cities described their experiences with lobbyists as very positive. The Committee also discussed and recommended funding for three rural town center transportation projects. He noted the importance of tying in local projects with larger regional impacts/projects to get funding.

**SwimSafe:** Mayor Johnson said he attended the SwimSafe Community Meeting on May 22, 2013 along with Police Chief Powers, EPF&R Chief Thorsen, the Pierce County Sheriff, County Representative Dan Roach, and representatives from area school districts. He said about 50 citizens attended and the meeting was the culmination of months of coordination and work. He noted that the Allan Yorke Park memorial block has been installed and the emergency phone is installed and working at the park. He said Cascade Water Alliance has announced it will pay for the memorial plaques and for an LED sign at the lake as well. Mayor Johnson said he spoke with a CWA representative about the proposed Flume Trail, which will be a topic for future discussions.

**IV. CONSENT AGENDA:**

A. **Approval of Minutes:** May 7, 2013 Workshop, May 11, 2013 Special Meeting, and May 14, 2013 Meeting.
B. Approval of Accounts Payable and Utility Refund Checks/Vouchers: Payroll for May 1st -15th, 2013 for checks #31103 - 31125 including Direct Deposits and Electronic Transfers in the amount of $449,033.33.

C. Approval of Payroll: Accounts Payable checks/vouchers #66125-66196 (including wire transfers #20130502, 20130503) in the amount of $507,739.48. Accounts Payable checks/vouchers #66197-66227 for Utility refunds in the amount of $2,970.55. VOIDS: 66016 – Duplicate payment; 66094 – Duplicate payment.


   Deputy Mayor Swatman requested that Item E. (Resolution 2304) be moved to Full Council Issues, Item D.

   Councilmember Lewis moved to approve the Consent Agenda as amended. Councilmember Watson seconded the motion.

   Consent Agenda approved as amended 7 - 0.

V. FINANCE COMMITTEE ISSUES:

A. AB13-67 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Accept As Complete The Sewer Trunk Line Improvements - Myers Road To Main Street Project With Insituform Technologies, LLC.

   Deputy Mayor Swatman moved to approve motion AB13-67. Councilmember Watson seconded the motion.

   Public Works Director Grigsby said this action completes a long process to allow the City to close out the project and any remaining issues.

   Motion AB13-67 approved 7 – 0.

VI. COMMUNITY DEVELOPMENT ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

A. AB13-63 – Resolution 2302 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Declaring Property To Be Surplus, And Authorizing The Mayor To Dispose Of It In Accordance With BLMC 2.70.100. (Located at xxx 192nd Ave E, corner of 192nd Ave E and Sumner-Buckley Hwy, Parcel 0520338001).
Councilmember Lewis moved to approve Resolution 2302. Councilmember Watson seconded the motion.

Deputy Mayor Swatman asked the Mayor to inform the Council of any future sale, and to ensure that the City allocates land for the future Fennel Creek Trail. City Administrator Morrison said the trail easement is 20’ but the City will likely do an updated wetlands report to determine the necessary buffer. Councilmember Rackley said the trail easement will not affect the commercial value or use of the parcel, since it is in the wetland area.

Resolution 2302 approved 7 – 0.


Councilmember Rackley moved to approve Resolution 2306. Councilmember Lewis seconded the motion.

Mayor Johnson thanked the negotiation team, including Human Resources Manager Richardson, Administrative Services Director/City Clerk Edvalson, and City Administrator Morrison for their work on this agreement. Councilmember Hamilton also thanked the “rank and file” staff who approved the contract.

Resolution 2306 approved 7 – 0.

C. **AB13-73** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Appointing Three Voting Delegates To The 2013 AWC Annual Conference Business Meeting.

Councilmember Watson moved to approve motion AB13-73. Councilmember Lewis seconded the motion.

Deputy Mayor Swatman, Councilmember Lewis, and Councilmember Rackley volunteered to serve as delegates.

Motion AB13-73, appointing Deputy Mayor Swatman, Councilmember Lewis, and Councilmember Rackley as 2013 AWC Voting Delegates, approved 7 – 0.


Councilmember Rackley moved to approve Resolution 2304. Councilmember Watson seconded the motion.

Responding to questions from Councilmember Rackley, Public Works Director Grigsby explained that the property owners can now develop their Eastown properties on a septic
system, but in doing so they must construct a dry line to hook into the future sewer system. In order to do so, the City must first determine the height of future roads, and therefore the depth of the dry line pipes, so these projects can move forward. He added that this study is needed to continue the overall Eastown Sewer Project for the City. Councilmember McKibbin said he requested this item be removed from the Consent Agenda so he could vote ‘no’.

Resolution 2304 approved 5 –2. Councilmember McKibbin and Councilmember Minton-Davis voted no.

IX.  **EXECUTIVE SESSION:**  None.

X.  **ADJOURNMENT:**

  At 8:18 p.m., Councilmember Rackley moved to adjourn the Council Meeting. Councilmember Watson seconded the motion.

  Motion to adjourn approved 7 - 0.

Harwood Edvalson, MMC
City Clerk

Neil Johnson, Jr.
Mayor

Items presented to Council at the May 28, 2013 Meeting:

Note:  Unless otherwise indicated, all documents submitted at City Council meetings and workshops are on file with the City Clerk. For detailed information on agenda items, please view the corresponding Agenda Packets, which are posted on the city website and on file with the City Clerk.
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<td>Resolution</td>
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Agenda Subject: Award the Evergreen Point Watermain Project to Hoffman Construction, Incorporated.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Award the Evergreen Point Watermain Project to Hoffman Construction, Incorporated.

Administrative Recommendation:

Background Summary: The City Council approved the design of the Evergreen Point Watermain Project on March 13, 12, 2012 (AB 12-32). The City opened bids for the project on May 15, 2013. Five bids were received and Hoffman Construction, Inc was the apparent low bidder with a bid of $300,002.14. The Engineer’s Estimate was $338,000. Staff has determined that the Hoffman Construction, Inc submittal is consistent with the requirements of the contract provisions.

Attachments: Resolution #2305, #AB13-38/Resolution #2289, Bid Tabulation, Contract, Map

BUDGET INFORMATION

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Budget Explanation: 401.087.034.594.34.63.04 - Leaky Main PWTF Loan 2-Phase 2F
Construction contract amount: $300,002.14 + 10% Contingency $30,000 + 5% Project Mgt.
$15,000 = Total $345,002.14
Revenue: Water CIP – PWTF - $60,000; SDC $285,002.14
Please refer to AB13-38 for full budget explanation.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Finance Committee
Date: May 28, 2013
Chair/Councilmember Approval: Dan Swatman
Councilmember Approval: Mark Hamilton
Councilmember Approval: Randy McKibbin

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):
RESOLUTION NO. 2305

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARTING THE EVERGREEN POINT WATERMAIN CONTRACT TO HOFFMAN CONSTRUCTION INCORPORATED.

WHEREAS, the City Council approved the design contract on March 13, 2012 by Resolution 2191 with RH2 Engineering to prepare the plans, specifications, and engineering package for advertisement; and

WHEREAS, the City Council agreed on March 5, 2013 with the Agenda Bill 13-38 that discussed the need to replace the leaky watermain on Evergreen Point using both remaining funds from the PWTF loan and water SDC funds to meet the funding needs to construct; and

WHEREAS, the City opened bids on May 15, 2013 and found the lowest responsible bidder to be Hoffman Construction, Inc.;

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Hoffman Construction, Inc. in the amount of $300,002.14 which includes tax.

BE IT FURTHER RESOLVED that the City of Bonney Lake Council does hereby authorize a 10% Construction Contingency ($30,000) amount based on the contract bid amount as well as a 5% Construction Engineering ($15,000) amount based on the contract bid.

PASSED by the City Council this 11th day of June, 2013.

_____________________________
Neil Johnson, Jr., Mayor

ATTEST:

_________________________________
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

_________________________________
Kathleen Haggard, City Attorney
CITY OF BONNEY LAKE CONTRACT

THIS CONTRACT, is made and entered into this _____ day of ________, 2013 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "Owner" and Hoffman Construction Inc., 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 Evergreen Point Water Main Replacement _____ and the Contractor did on the 15th day of May, 2013, 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 Evergreen Point Water Main Replacement _____. 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: Hoffman Construction, Inc.

________________________
By _______________________

Title ______________________

Date: ____________________

CD-1 of 51
## Price Breakdown

**EVERGREEN POINT WATER MAIN REPLACEMENT THREE LOWEST BID TABS**

### Schedule A

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**Construction Cost: Schedule A**

Total Cost: $207,435.00

### Schedule B

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**Construction Cost: Schedule B**

Total Cost: $112,066.00

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**Total Cost - Schedule A&B inc. WSS ST**

Total Cost: $207,435.00 + $18,254.28 = $225,689.28

**WSS3 @ 8.6%**

Total Cost: $112,066.00 x 0.086 = $9,477.60

**Total Cost - Including WSS ST**

Total Cost: $225,689.28 + $9,477.60 = $235,166.88

**Total Cost - Schedule A&B inc. WSS ST**

Total Cost: $235,166.88 + $338,358.28 = $573,525.16

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Agenda Item 2A (4/18/14) of 84

N:\Everyone\_Agenda Review\2013\6-11-13\AB13-70\Bid Tabulation - Evergreen Point Water Main Replacement.xls
City of Bonney Lake, Washington

CAB

Department/Staff Contact: Administration / Don Morrison

Meeting/Workshop Date: 12 March 2013

Agenda Bill Number: AB13-38

Agenda Subject: Replacement of Evergreen Pt Water Main

Full Title/Motion: A Resolution of the City Council of the City of Bonney Lake authorizing the Mayor to issue bids to replace the Evergreen Point Water Main.

Administrative Recommendation: Approve.

Background Summary: The PW O&M staff has patched many sections of the Evergreen Point water line over the years. We are now patching patches. On one occasion a basement flooded due to a water leak in this area. This project was designed in 2012 using PW Trust Fund (PWTF) money. However, only $60,000 of the PWTF money remains. Given the estimated $461,357 project cost, another $384,000 is needed to complete the project and close out the public works trust fund loan. This project will replace leaky 6” and 4” steel pipes with 8” ductile iron water pipe, and the old water meters will be replaced with new meters. This is the highest priority "shovel ready" water project public works has, as it has already been designed. As the project cost is well within the 2013 water capital budget adopted by the Council, no budget amendment is required.

Attachments: Resolution, Area Map

BUDGET INFORMATION

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Budget Explanation: 401.087.034.594.34.63.04 - Leaky Main PWTF Loan 2-Phase 2F

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Community Development

Date: February 5, 2013

Approvals:
- McKibbin, Chair
- Rackley, Councilmember
- Minton-Davis, Councilmember

Forward to: March 12, 2013 Full

Commission/Board Review:
- Rackley, Councilmember
- Minton-Davis, Councilmember

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s): March 5, 2013

Meeting Date(s): March 12, 2013

Public Hearing Date(s):

Tabled to Date: 

APPROVALS

Director: Dan Grigsby

Mayor: NHLJ

Date Reviewed by City Attorney: N/A

(if applicable):
RESOLUTION NO. 2289

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO CALL FOR BIDS FOR THE REPLACEMENT OF WATER MAIN IN EVERGREEN POINT.

WHEREAS, the City Public Works staff has patched many sections of the Evergreen Point water main over the years, and

WHEREAS, in the past three years, the City has lost an estimated 69 million gallons of water due to the old water main leaks in the Evergreen Point mains; and

WHEREAS, the engineering design has been completed to replace this section of old leaky water mains, including the replacement of 6" and 4" steel pipes with 8" ductile iron water pipe, and the replacement of old water meters with new ones; and

WHEREAS, the adopted water capital budget of the City is sufficient to fully fund this project using the balance of a Public Works Trust Fund Loan proceeds and existing capital resources; and

WHEREAS, the Council hereby finds this project to be a priority water capital improvement project;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to call for bids for the replacement of water mains in Evergreen Point.

PASSED BY THE CITY COUNCIL THIS 12th DAY OF MARCH, 2012.

[Signature]
Neil Johnson, Jr., Mayor

ATTEST:

[Signature]
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

[Signature]
Kathleen Haggard, City Attorney
Vicinity Map

Evergreen Point Watermain Project
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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**Agenda Subject:** Cancellation of June 25, 2012 Council Meeting and August 6, 2013 Council Workshop

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Canceling The Regular Council And Finance Committee Meetings Of June 25, 2013 And The Regular Council Workshop And CDC Meeting Of August 6, 2013.

**Administrative Recommendation:** Approve.

**Background Summary:** The Bonney Lake City Council will be participating in activities of the Association of Washington Cities Annual Conference in Kennewick, WA the week of June 25th. As all of the Council will be in attendance at the conference, it is anticipated that the meetings that night will be canceled. In addition, the City will celebrate National Night Out Against Crime on August 6, 2013. The Council has canceled their regular workshop in some years to participate in parades and events throughout the community. As the Community Development Committee meetings earlier in the afternoon of Council workshops, it is proposed that this meeting be canceled as well. It is not anticipated that cancellation of any of these meetings would have a significant impact in the City's business workflow. At the June 4, 2013 Council workshop, the City Council indicated they would like to take action on this proposed motion at the next regular Council meeting.

**Attachments:** none

**BUDGET INFORMATION**

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**Budget Explanation:** No budget impact.

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Council Committee Review:**

- Date: [ ] Yes [ ] No
  - Chair/Councilmember
  - Councilmember
  - Councilmember

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

- Workshop Date(s): 4 June 2013
- Meeting Date(s): 11 June 2013
- Public Hearing Date(s): [ ] Yes [ ] No
- Tabled to Date: [ ] Yes [ ] No

**APPROVALS**

- Director: HTE
- Mayor: NHJ
- Date Reviewed by City Attorney: N/A
- (if applicable):
Adoption of Revised International Codes

Full Title/Motion: An Ordinance of the City of Bonney Lake, Pierce County, Washington, Amending Title 15 of the Bonney Lake Municipal Code, Relating to Adoption of Revised International Codes.

Administrative Recommendation: Approve

Background Summary: The City is required by RCW 19.27.050 to enforce certain uniform codes of technical building and related regulations as adopted by the Washington State Building Code Council (WSBCC). The WSBCC has recently adopted the new 2012 editions of the International codes and it is in the City’s best interest in ensure the safety of its citizens and require that the building and fire codes are kept up to date. The draft Ordinance has been reviewed by and incorporates recommendations from the Deputy Fire Chief.

Attachments: Ordinance No. D13-72

BUDGET INFORMATION

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<th>Required Expenditure</th>
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Budget Explanation: Expenditure is for new codes books already purchased and accounted for in the Department’s 2013 budget.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Finance
Date: May 28, 2013

Chair/Councilmember Dan Swatman
Councilmember Randy McKibbin
Councilmember Mark Hamilton

Forward to: Consent Agenda: X No

Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s): June 11, 2013
Public Hearing Date(s):
Meeting Date(s): June 11, 2013
Tabled to Date:

APPROVALS

Director: John P. Vodopich, AICP
Mayor: Date Reviewed by City Attorney: May 21, 2013
ORDINANCE NO. D13-72

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AMENDING TITLE 15 OF THE BONNEY LAKE MUNICIPAL CODE, RELATING TO ADOPTION OF REVISED INTERNATIONAL CODES.

WHEREAS, the City of Bonney Lake is required by RCW 19.27.050 to enforce the provisions of certain uniform codes of technical building and related regulations as adopted by the Washington State Building Code Council ("WSBCC"); and

WHEREAS, the WSBCC has recently adopted new editions of several of such International codes; and

WHEREAS, the City Council of the City of Bonney Lake finds that both Washington law and the Council’s interest in the safety of its citizens require the Council to ensure that its building codes are kept up to date;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1). BLMC section 15.04.020 is hereby amended to read as follows:

15.04.020 International codes – Adopted by reference.

Pursuant to RCW 35A.12.140, the following codes of technical regulations are adopted by this reference as if fully set forth, subject to the modifications or amendments set forth in this chapter, and with the exception of those provisions of the codes set forth in this chapter; provided that the Community Development Director or Building Official at any time may adopt any subsequent or amended versions of the following codes without further action by the city council, such that the most current version of the regulations remains in effect:


A. The International Building Code, including Appendix E, which includes the adoption of and amendments to the International Existing Building Code, published by the International Code Council is hereby adopted by reference with the exceptions noted in chapter 51-50 of the Washington Administrative Code.

B. The International Residential Code as published by the International Code Council is hereby adopted by reference, with the exceptions noted in chapter 51-51 of the Washington Administrative Code and with the following additions, deletions, and exceptions: Provided that chapters 11 and 25 through 43 of this code are not adopted. Appendix F, Radon Control Methods, Appendix G, Swimming Pools, Spas and Hot Tubs, Appendix R, Dwelling Unit Fire Sprinkler Systems, and Appendix S Fire Sprinklers is included in adoption of the International Residential Code.

C. The International Fire Code, published by the International Code Council, Appendix B (Fire-Flow Requirements for Buildings) and Appendix D (Fire Apparatus
Access Roads), is hereby adopted by reference with the additions, deletions, and exceptions as noted in chapter 51-54A of the Washington Administrative Code.


E. The International Mechanical Code as published by the International Code Conference is hereby adopted by reference with the exceptions noted in chapter 51-52 of the Washington Administrative Code.

F. The Uniform Plumbing Code, including Appendices A, B, and I, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference with the exceptions noted in chapter 51-56 of the Washington Administrative Code and with the following additions, deletions and exceptions: Provided that chapters 12 and 15 of this code are not adopted. Provided further, that those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in chapter 5 and those portions of the code addressing building sewers are not adopted.


I. Minimum Design Requirements. The following climatic and geographic design criteria are adopted pursuant to Section R301.2 of the International Residential Code:

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<th>Ground snow load</th>
<th>Wind Design Speed (mph)</th>
<th>Seismic design category</th>
<th>Seismic design category</th>
<th>Frost line depth</th>
<th>Termite Decay</th>
<th>Winter design temp.</th>
<th>Ice shield underlay required</th>
<th>Flood hazards</th>
<th>Air freeze index</th>
<th>Mean annual temp.</th>
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<tr>
<td>25 psf</td>
<td>85</td>
<td>Yes</td>
<td>D1</td>
<td>Moderate</td>
<td>12&quot;</td>
<td>Slight</td>
<td>Moderate</td>
<td>27</td>
<td>No</td>
<td>1985</td>
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Section 2). BLMC section 15.04.081 Expiration of permits and plan review is hereby repealed in its entirety.

Section 3). BLMC section 15.04.082 is hereby amended to as follows:

The International Building Code as adopted by BLMC 15.04.020 is hereby amended with the following addition as follows:
Section 109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an Investigation Fee. An investigation fee in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code. (1997 Uniform Building Code section 107.5.2)

Section 406.1.4 #1 Separation. Private residential garages attached to a dwelling unit shall be separated from the dwelling unit with one layer of 5/8" Type-X sheetrock on the garage side. This sheetrock shall be continuous from the foundation to roof sheathing, or on all walls and ceiling of the garage. When a dwelling unit is located above a garage, all walls and ceilings of the garage shall have minimum one layer of 5/8" Type-X sheetrock. When framing members are more than 16" o.c. two layers of 5/8" Type-X sheetrock shall be required. Sheetrock shall be nailed at 7" o.c., on both edge and field with 6d (2") nails. Openings such as doors and attic accesses shall be 1-3/8" solid core doors, or a 20-minute rated assembly and shall be self closing and self latching. Penetrations shall be steel, ferrous or copper pipes, or steel conduit, or one-hour listed assemblies. No windows shall be permitted in the garage/house wall. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted.

Section 4). BLMC section 15.04.083 is hereby amended to as follows:

The International Residential Code, as adopted by BLMC 15.04.020, is hereby amended as follows:

A. Section R106.6 Construction documents. Section R106.6 is added as follows:
   i) Section R106.6.1. Sites with slopes greater than 15 percent shall indicate slope on the site plan with topography lines in 2 foot increments.
   ii) Section R106.6.2. Revisions to approved plans are to be submitted and approved three days prior to calling for frame inspection.

B. Section R302.6 Separation amended. See BLMC 15.04.082, Section 406.1.4 #1.

C. Section R319.1 Premises identification amended.
   Approved numbers or addresses shall be provided for all buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Numbers or addresses shall be a minimum of 4 inches in height, with a 1 inch minimum stroke and have a highly contrasting background. Numbers or addresses shall be approved by the East Pierce Fire and Rescues Fire Marshal.
D. Section R105.2 #1.
One-story detached structures accessory to a residence used as tool and storage sheds, playhouses and similar uses, shall not require a permit provided the projected roof area does not exceed 120 square feet and setbacks are approved per the Community Development Department.

E. Section 108.6 Work commencing before permit issuance.
Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to an Investigation Fee. An investigation fee in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code. (1997 Uniform Building Code section 107.5.2)

Section 5). BLMC section 15.04.084 is hereby repealed in its entirety and reenacted to read as follows:

15.04.084 International Fire Code amended.
The International Fire Code, as adopted by BLMC 15.04.020, is hereby amended as follows:

Section 503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet or 28 feet with parking on one side except for approved security gates in accordance with Section 503.6 and an unobstructed vertical clearance of not less than 13 feet 6 inches.

Section 503.2.4 Turning Radius. The required turning radius of a fire apparatus access road shall have a minimum inside turning radius of 28 feet.

Section 503.2.5 Dead Ends. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus (see Appendix D of the International Fire Code) and Bonney Lake Engineering Standards.

Section 503.3 Marking. Where required by the Fire Code Official, approved signs or other approved notices shall be provided for fire apparatus roads to identify such roads or prohibit the obstruction thereof. Signs or notices shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary for adequate visibility.
In accordance with the Washington State Highway Commission Sign Fabrication Manual M240-70 HT and the Manual of International Traffic Control Devices issued by the Federal Highway Administration, per illustration:

**Lettering Specifications:**
- 3" - Class C Width
- 2" - Class C Width
- 1/2" - Class C Width

**Entrance Signs:** The chief may allow the use of entrance signs for multi-family dwelling occupancies. When allowed, the signs shall be placed at each entrance to the property. Signs shall be in a clearly conspicuous location and shall clearly state “Notice, All Roads Are Emergency Vehicle Lanes,” and “Park in Marked Stalls Only.”

**Lettering Specifications:**
- 3" - Class C Width
- 2" - Class C Width
- 1/2" - Class C Width
Section 503.6 Security Gates. The installation of security gates across a fire apparatus access road shall be approved by the Fire Chief. Where security gates are installed, they shall meet the following requirements:

1. Locked gates shall have an approved key box or key override system installed.

2. Gates serving 10 or more dwelling units shall have an Opticom activation system, Knox key override system or an equivalent and compatible system approved by the Fire Chief.

3. All electrically activated gates shall have default capabilities to the unlock position.

4. The minimum clearance width of a gate shall be compatible with the required width of the fire apparatus access road. Gate posts, keypads and other gate appurtenances shall be located in such a manner that they will not obstruct or restrict ingress and egress of emergency vehicles.

5. The security gate and the emergency operation shall be maintained operational at all times.

6. Gates shall follow Pierce County Gate Standards.

Section 505.1 Premises Identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 6 inches high with a minimum stroke width of 0.5 inch. In addition, new and existing buildings located 100' or more from the street right of way shall have the same 6 inch address dimension on the building and at the street.

1. Multi-Family Residential, Commercial, or Small Business:

<table>
<thead>
<tr>
<th>Amount of Setback</th>
<th>Number/Letter Size</th>
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</thead>
<tbody>
<tr>
<td>50 Feet or less</td>
<td>6 inches</td>
</tr>
<tr>
<td>51 Feet to 100 Feet</td>
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</tr>
<tr>
<td>100 Feet or more</td>
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</tr>
<tr>
<td>Individual Apartment Units</td>
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</table>

2. Large Commercial or Industrial Complexes:
<table>
<thead>
<tr>
<th>Amount of Setback</th>
<th>Number/Letter Size</th>
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</thead>
<tbody>
<tr>
<td>50 Feet or less</td>
<td>12 inches</td>
</tr>
<tr>
<td>51 Feet to 100 Feet</td>
<td>18 inches</td>
</tr>
<tr>
<td>100 Feet or more</td>
<td>24 inches</td>
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</table>

Section 907.1.3 Equipment. In addition to those requirements found in Section 907.2 of the 2009 International Fire Code, the following shall apply. System and components shall be listed and approved for the purpose for which they are intended and installed.

The automatic/manual fire alarm system shall consist of a minimum of the following:

1. Addressable fire alarm.

2. Interior audible/visual alarm devices for the notification of the building occupants throughout. WAC 51.50.1101 and IBC Chapter 11.

3. Exterior horn/strobe shall be located on the address side of the building.


5. Manual pull stations at each exit.


7. Monitoring of the automatic fire sprinkler systems/fire alarm systems.

8. Buildings containing multiple tenants shall have an addressable fire alarm system capable of monitoring and sending notification of all protection systems and the individual suite address within the building to an approved central station.

9. Multiple story buildings shall have an addressable system capable of monitoring and sending notification of all protection systems within the building to an approved central station.

Section 907.2 Where required - new buildings and structures. An approved manual and automatic fire alarm system shall be provided in accordance with this section, and in all structures exceeding 5,000 square feet gross floor area. Fire alarm systems required by Sections 907.2.1 through 907.2.23 shall be of an addressable type. In addition to the requirements of this section an approved addressable fire alarm system shall be provided in all buildings exceeding 5,000 square feet of gross floor area or greater.
1103.7 Fire alarm systems. An approved fire alarm system shall be installed in existing buildings and structures in accordance with Sections 1103.7.1 through 1103.7.7 and provide occupant notification in accordance with Section 907.6 unless other requirements are provided by other sections of this code. In addition, an approved fire alarm system shall be installed in all existing structures with a gross floor area exceeding 5,000 square feet that are altered 50% or more of gross floor area as defined by the International Building Code.

Exception: Occupancies with an existing, previously approved fire alarm system.

Section 6). BLMC section 15.04.090 is hereby amended to as follows:


Section 1101.1 of the International Building Code and Section R110.1 of the International Residential Code, 2009 Edition, as adopted by BLMC 15.04.020, are amended to read as follows:

Use and Occupancy. No building or structure of Groups A, B, E, F, H, I, LC, M, R, or S occupancies shall be used or classification of a building or structure or portion thereof, shall be made until the Building Official has issued a Certificate of Occupancy therefor as provided herein. A Certificate of Occupancy shall be issued only:

(1) After compliance with applicable zoning regulations, concomitant agreement articles, construction permit conditions, conformity to the provisions of this code, and all relevant laws, ordinances, rules and regulations; and

(2) Upon satisfactory repair of, or payment for, any damage to city property occurring in the course of work done under the provisions of this code; and

(3) Electronic media documents of the as built building construction project has been received and approved by the City of Bonney Lake.

Exception: Projects permitted under the International Residential Code.

Section 7). BLMC section 15.16.014 is hereby amended as follows:
15.16.014 Group F occupancies.

Subsections 903.2.4 and 903.2.4.1 of the International Fire Code, 2009 Edition, are hereby amended to read as follows:

Section 903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exist:

1. Where the gross floor area of a Group F-1 occupancy exceeds 5,000 square feet;

2. Where the gross floor area of a Group F-1 occupancy is located more than three stories above grade; or

3. Where the combined gross floor area of all Group F-1 occupancies on all floors, including any mezzanines, exceeds 5,000 square feet; or

4. Where the gross floor area of a Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceed 2,500 square feet.

Section 903.2.4.1 Woodworking Operations. An automatic sprinkler system shall be provided throughout all Group F-1 occupancy fire areas that contain woodworking operations in excess of 2,500 square feet in gross floor area which generate finely divided combustible waste or which use finely divided combustible materials.

Section 8). BLMC section 15.16.017 is hereby amended as follows:

15.16.017 Group R occupancies.

Subsection 903.2.8 of the International Fire Code, 2009 Edition, is hereby amended to read as follows:

Section 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

903.2.8.1 Group R3 or R-4 congregate residences. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in Group R-3 or R-4 congregate living facilities with 16 or fewer residents.

903.2.8.2 Care facilities. An automatic sprinkler system installed in accordance with Section 903.3.1.3 shall be permitted in care facilities with 5 or fewer individuals in a single-family dwelling.
Section 9). BLMC section 15.16.018 is hereby amended as follows:

15.16.018 Group S occupancies.

Subsections 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.10, and 903.2.10.1 of the International Fire Code, 2009 Edition, are hereby amended to read as follows:

Section 903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. Where the gross floor area of a Group S-1 occupancy exceeds 5,000 square feet;
2. Where the gross floor area of a Group S-1 occupancy is located more than three stories above grade; or
3. Where the combined gross floor area of all Group S-1 occupancies on all floors, including any mezzanines, exceeds 5,000 square feet; or
4. Where the gross floor area of a Group S-1 occupancy used for the storage of commercial trucks of buses exceed 5,000 square feet; or
5. Where the gross floor area of a Group F-1 occupancy used for the storage of upholstered furniture or mattresses exceed 2,500 square feet.

Section 903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown:

1. Buildings two or more stories in height, including basements, with a gross floor area containing a repair garage exceeding 5,000 square feet.
2. One-story buildings with a gross floor area containing a repair garage exceeding 5,000 square feet.
4. Where the gross floor area of a Group S-1 occupancy used for the repair of commercial trucks of buses exceed 5,000 square feet.

Section 10). BLMC section 15.16.019 is hereby repealed in its entirety and reenacted to read as follows:

15.16.019 General Requirements.
Subsection 903.3.7 of the International Fire Code is hereby amended to read as follows:

**Section 903.3.7 fire department connections.** The location of fire department connections shall be approved by the fire chief. Where possible, fire department connections shall be located not less than 50 feet from the protected building and not more than 50 feet from the fire hydrant.


**Section 12).** 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 11th day of June, 2013.**

__________________________
Neil Johnson, Mayor

ATTEST:

__________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

__________________________
Kathleen Haggard, City Attorney
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

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<th>Meeting/Workshop Date:</th>
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<td>11 June 2013</td>
<td>AB13-78</td>
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Agenda Subject: Award Professional Services Agreement with Stripe Rite, Inc. for the 2013 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 2013 Striping And Pavement Markings Project.

Administrative Recommendation: Approve

Background Summary: The City solicited invitations 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, edgeline, and double coat the chip sealed streets. Re-mark existing Stop Bars, Crosswalks, and the Emergency Zone crosshatching in thermo-plastics or torch down. The apparent lowest quote was Stripe Rite in the amount of $24,143. The other quotes were Apply-A-Line- $25,760.80 and Northwest Traffic -$42,187.60


BUDGET INFORMATION

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Budget Explanation:
001.000.042.542.10.41.28-Street Operations Maintenance Budget-$21,250
301.001.042.595.63.63.01-Street CIP-Chip Seal Budget -$179,000-Current balance is after taking out the Chip Seal Quote monies of $148,307.68.
Revenue: Street CIP funds

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Finance Committee
Date: 11 June 2013

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<td>Mark Hamilton</td>
<td>✓</td>
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<td>Councilmember</td>
<td>Randy McKibbin</td>
<td>✓</td>
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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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<th>Mayor:</th>
<th>Date Reviewed</th>
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<tr>
<td>Dan Grigsby</td>
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<td>(if applicable):</td>
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APPROVALS

N:\Everyone\Agenda Review\2013-11-13\AB13-78 Striping\AB13-78 Award 2013 Striping and Pavement Marking Professional Services Agreement

Agenda Packet p. 42 of 84

Version Oct, 2010
RESOLUTION NO. 2308

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 2013 STREET STRIPING AND PAVEMENT MARKINGS PROJECT.

WHEREAS, the City of Bonney Lake solicited an Invitation to Quote from our Small Works Roster for 2013 Street Striping and Pavement Markings on June 3, 2013; and

WHEREAS, the City has received 3 quotes for the 2013 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 $24,143.00; 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 $24,143.00.

PASSED by the City Council this 11th day of June, 2013.

_________________________________
Neil Johnson Jr., Mayor

ATTEST:

_________________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

_________________________________
Kathleen Haggard, City Attorney
Exhibit A

City of Bonney Lake
Small Public Works Project
Prevailing Wages are required to be paid

Invitation to Quote
Date: May 21, 2013

The City of Bonney Lake is accepting Quotes 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: 2013 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).

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

Date Proposals are requested: Monday, June 3, 2013 by 3:00 p.m.

If you are interested in submitting a quote on this project please return packets to Triss Weber at 19306 Bonney Lake BLVD (Public Works Center). If you have any questions please contact Steve Willadson at (253) 261-5224.

City of Bonney Lake
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391
Exhibit B

City of Bonney Lake
Small Public Works Project
Quote Sheet

Company Name: STRIPE RITE INC.
Address: 1813 137th Ave East
Sumner, WA 98390
Phone Number: 253 863 2981
Fax Number: 253 863 3120
Contact Name: Justin Williams

Project Title: 2013 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.

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<th>Extended Price</th>
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<td>3</td>
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<td>7.5 (39,841 LF)</td>
<td>Miles</td>
<td>$ 550.00</td>
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<td>4</td>
<td>Edgeline</td>
<td>21.3 (112,585 LF)</td>
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<td>5</td>
<td>Gore Line (White)</td>
<td>1.2 (6,253 LF)</td>
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<td>6</td>
<td>Chip Seal Skip CL</td>
<td>.5 (2,606 LF)</td>
<td>Miles</td>
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<td>7</td>
<td>Chip Seal Edgeline</td>
<td>1 (5,212 LF)</td>
<td>Miles</td>
<td>$ 750.00</td>
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</table>

City of Bonney Lake
(253) 862-8602 Fax (253) 447-4330

Mail to: PO Box 7380
Bonney Lake, WA 98391
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<td><strong>Thermo-Plastic:</strong></td>
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<td>10 Crosswalks</td>
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<td><strong>Turn Arrows:</strong></td>
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<tr>
<td>11 Left</td>
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<tr>
<td>13 Right Turn</td>
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<td>$ 100.00</td>
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<td>14 Straight/Right</td>
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<tr>
<td>15 ONLY</td>
<td>2</td>
<td>EA</td>
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<td><strong>Total Bid</strong></td>
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City of Bonney Lake  
(253) 862-8602 Fax (253) 447-4330  
Mail to: PO Box 7380  
Bonney Lake, WA 98391  

Agenda Packet p. 46 of 84
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:
5/21/2013

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<tr>
<th>County</th>
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Specification: Pavement Marking/Striping on City Street 2013

Striping & pavement markings shall comply with the current edition of the MUTCD (Manual on Uniform Traffic Control Devices).

Section 8-22. Pavement Marking

8-22.1 Description
The subparagraph of the second paragraph entitled “Crosswalk Stripe” is deleted and replaced with the following:

8-22.5 Payment
Section 8-22.5 is supplemented by the following:

“Plastic Crosswalk Stripe.” per linear foot.
“Painted Bicycle Lane Stripe (8-inch).” per linear foot.

These quantities are calculated from the most recent information available and are to be used for quotation purposes only. Additional roads may be added to this contract AND/OR roads shown on the striping list may be deleted after the contract is awarded. Section 1-04.6 increased or Decreased Quantities shall not apply to this contract.

QUOTATIONS AND AWARD:
The Department of Public Works reserves the right to reject any and all quotation, to waive informalities in the quote and to accept the quotations deemed to be in the best interest of the City of Bonney Lake. Quotation not in hand at the stated hour will not be considered.
Contractor will be allowed to stripe all streets with the exception of chip seal streets which will be completed at a later date, yet to be determined. The city will notify the contractor when the chip seal is completed.

PAVEMENT MARKING:
Section 8-22.1 of the Standard Specification shall be amended to read as follows:

SKIP CENTER LINE:
A BROKEN YELLOW line 4 inches wide. The broken or “skip” pattern shall be based on a 40-foot unit consisting of a 10-foot line and 30-feet gap and will be omitted through intersections.

DOUBLE YELLOW CENTER LINE:
Two SOLID YELLOW lines, each 4 inches wide separated by a 4 inch space.

NO-PASS LINE:
A SOLID YELLOW line, 4 inches wide, separated from a SKIP CENTER LINE by a 4 inch space where passing is prohibited from the lane bounded by the no-pass line. Where passing is prohibited in both directions, no-pass lines shall be two SOLID YELLOW lines, each 4 inches wide, separated by a 4 inch space.
MATERIALS:
Sections 8-22.2 of the Standard Specifications shall be amended to read as follow:

Material for pavement making shall be a Waterborne Based Traffic Paint as noted in the bid item meeting the requirements of Section 9-34; no Low VOC Solvent Based Paint will be accepted. Glass beads for shall also meet the requirements of Section 9-34.

PREPARATION OF ROADWAY SURFACES
Section 8-22.3(2) of the Standard Specification shall be amended as follows:

Existing paint does not need to be removed prior to restripe with paint.

MARKING APPLICATION:
Section 8-22.3(3) of the Standard Specification shall be amended to read as follows:

- One application of paint and beads is required to complete all paint re-stripe markings.

Paint shall be applied at a rate of not more than 400 lineal feet per gallon (12mils wet thickness). This rate is effectively 13.2 gallons of paint per mile of SOLID 4-inch wide line, which will be the basis for measurement of yield. A daily log of materials for paid and beads used along with mileage painted per color will be provided to the City upon completion. This will be used to confirm of application rate of materials applied.

- Two coat application to newly surfaced streets including Chip Seal.

Paint shall be applied at a rate of not more than 320 lineal feet per gallon (15mils wet thickness). This rate is effectively 16.5 gallons of paint per mile of SOLID 4-inch wide line, which will be the basis for measurement of yield. A daily log of materials for paid and beads used along with mileage painted per color will be provided to the City upon completion. This will be used to confirm of application rate of materials applied.

MEASUREMENT:
Section 8-22.4 of the Standard Specifications shall be amended to read as follows:

Skip center line, skip center line with no pass line, edge line, double no-pass line, and two-way left turn line will be measured by the completed actual linear miles, or portion thereof to one-one hundredth of a mile. Skip centerline area caused by the skip pattern, as specified. Barrier stripes and edge lines shall be measured for the actual length installed. The contractor will be responsible for calculating necessary quantities of paint for the single application required per linear mile.

PAYMENT
Section 8-22.5 of the Standard Specification shall be amended as follows for the QUOTATION payment items:
1. 4 inch Yellow Center Stripe (skip) per mile.
2. 4 inch Yellow “No Passing” Stripe (solid) per mile.
3. 4 inch White Center Stripe (skip) per mile.
4. 4 inch White Edgeline and Turn Lane Strip (solid) per mile.

The unit contract prices for the above listed quotation items shall be full compensation for furnishing all labor, tools, materials and equipment necessary for completion of the work as specified herein. In accordance with RCW 60.28.010 a five (5) percent retainage will be reserved.

**Crosswalk Stripe**

A SOLID WHITE line, 12 inches wide, installed parallel to another crosswalk stripe with a 6-foot space between the lines; or a SOLID WHITE line 18-inches wide, installed parallel to another crosswalk stripe with a spacing between the lines as directed by the Engineer or a SOLID WHITE line 24 inches wide and 8 feet long conforming to details in the contract.

**TRAFFIC CONTROL:**

The Contractor shall furnish all personnel for flagging and for the setup and removal of all temporary traffic control devices and construction signs necessary to control traffic during striping operation. Flaggers shall have a current certification (flagging card) from the State Department of Labor & Industries (WAC 296-155-305). Employees of the Contractor engaged in flagging or traffic control shall wear reflective vests and hard hats. Any apparel or equipment that is necessary or desirable to protect workers engaged in other related activities will be the Contractor’s responsibility. **The contractor is required to use a follow vehicle with warning signs to help protect the driving public from the wet paint and to protect the wet paint that has just been applied. The contractor will be responsible for any and all claims or damages.** All costs associated with traffic control will be incidental and included within the unit bid price for striping.
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<tbody>
<tr>
<td>PW / Transportation &amp; Pak Supervisor Steve Willadson</td>
<td>11 June 2013</td>
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<th>Agenda Item Type:</th>
<th>Ordinance/Resolution Number:</th>
<th>Councilmember Sponsor:</th>
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<tbody>
<tr>
<td>Resolution</td>
<td>2309</td>
<td>Dan Swatman</td>
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**Agenda Subject:** Award Contract to Doolittle Construction, LLC for the 2013 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, LLC For The 2013 Chip Seal Application.

**Administrative Recommendation:** Approve

**Background Summary:** The City solicited quotes for the 2013 Chip Seal Application using the MRSC Small Works Roster. We received 3 quotes in the amount of:
- Doolittle Construction-$148,307.68
- Sierra Santa Fe Corp-$166,686.57
- Granite Construction Co-$180,395.35

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 54,205 square yards. Location of this work is shown on attached map and exhibit "D" spreadsheet.

**Attachments:** Resolution, Invitation to Quote/Scope of Work, Quote Sheet, Contract, Map showing streets to be chip sealed.

**BUDGET INFORMATION**

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
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<td>$179,000</td>
<td>$176,107</td>
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**Budget Explanation:** 301.001.042.542.60.63.01 - Chip Seal Program Street CIP
*Striping of Chip Seal areas via Stripe Rite- additional cost of $2,893.

Construction contract mount: $148,307.68 + Contingency in the amount of $27,799.32 = $176,107.00
Revenue: Streets CIP funds

**COMMITTEE, BOARD & COMMISSION REVIEW**

<table>
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<td>Finance Committee</td>
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<td>Chair/Councilmember</td>
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<td>Mark Hamilton</td>
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<td>Councilmember</td>
<td>Randy McKibbin</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**

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

Department/Staff Contact:
PW / Transportation & Pak Supervisor Steve Willadson
Meeting/Workshop Date:
11 June 2013
Agenda Bill Number:
AB13-79
Agenda Item Type:
Resolution
Ordinance/Resolution Number:
2309
Councilmember Sponsor:
Dan Swatman
Agenda Subject:
Award Contract to Doolittle Construction, LLC for the 2013 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, LLC For The 2013 Chip Seal Application.
Administrative Recommendation:
Approve
Background Summary:
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Resolution, Invitation to Quote/Scope of Work, Quote Sheet, Contract, Map showing streets to be chip sealed.

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Construction contract mount: $148,307.68 + Contingency in the amount of $27,799.32 = $176,107.00
Revenue: Streets CIP funds

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review: Finance Committee
Date: 11 June 2013
Approvals:
Chair/Councilmember Dan Swatman
Councilmember Mark Hamilton
Councilmember Randy McKibbin

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
RESOLUTION NO. 2309

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 2013 CHIP SEAL APPLICATION.

WHEREAS, the City of Bonney Lake solicited Invitations to Quote for the 2013 Chip Seal Application on June 4, 2013; and

WHEREAS, the City has received 3 Quotes for the 2013 Chip Seal Application and has selected to award Doolittle Construction, LLC in the amount of $148,307.68; 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 $148,307.68.

BE IT FURTHER RESOLVED; that the City of Bonney Lake Council does hereby authorize Construction Contingency in the amount of $27,799.32.

PASSED by the City Council this 11th day of June, 2013.

__________________________________________________________
Neil Johnson Jr., Mayor

ATTEST:

__________________________________________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

__________________________________________________________
Kathleen Haggard, City Attorney
CITY OF BONNEY LAKE CONTRACTOR AGREEMENT

THIS AGREEMENT, is made and entered into this 11th day of June 2013 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 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 CONTRACTOR in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONTRACTOR and the CITY, its officers, officials, employees, and volunteers, the CONTRACTOR'S liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONTRACTOR'S negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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 this 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)

Doolittle Construction LLC

CONTRACTOR: ________________________________

Tom Doolittle

UBI Number: 602 351 934

Date: 6-4-13
City of Bonney Lake
Small Public Works Project
Prevailing Wages are required to be paid

Invitation to Quote
Date: May 21, 2013

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: 2013 Chip Seal Application

Scope of Work:
Apply a standard chip seal to approximately 39,971 square yards of paved surface streets.
Apply a double chip seal to approximately 444 square yards of unpaved surface streets.
Apply a double chip seal to approximately 6,773 square yards of an unpaved parking lot.

- 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 “Street Improvements 2013”).
- City crews will prepare all surfaces prior to the chip seal application.


Date Proposals are requested: 3:00 p.m., Tuesday, June 4, 2013.

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

City of Bonney Lake
(253) 862-8602 Fax (253) 447 - 4330

Mail to: PO Box 7380
Bonney Lake, WA 98391
Exhibit B

City of Bonney Lake
Small Public Works Project
Bid Sheet

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: Tom Doolittle

Project Title: 2013 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.

<table>
<thead>
<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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<tbody>
<tr>
<td>1</td>
<td>Mobilization</td>
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<td>Lump Sum</td>
<td>$ 2,200.00</td>
<td>$ 2,200.00</td>
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<td><strong>City Streets:</strong></td>
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<td>2</td>
<td>Chip Seal Application (Standard)</td>
<td>39.970</td>
<td>Square Yards</td>
<td>$ 2.60</td>
<td>$ 103,922.70</td>
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<td>Square Yards</td>
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<td>$ 1,287.60</td>
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<td></td>
<td>*Allan Yorke Park (Field 4)</td>
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<td>4</td>
<td>Chip Seal Application (DBST)</td>
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<td>$ 19,641.70</td>
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<td>$ 17,948.45</td>
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<td>6</td>
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<td>8.8%</td>
<td>$ 3,307.93</td>
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<td><strong>Total Bid</strong></td>
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<td>$ 148,307.68</td>
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City of Bonney Lake
(253) 862-8602 Fax (253) 447 - 4330

Mail to: PO Box 7380
Bonney Lake, WA 98391

Agenda Packet p. 67 of 84
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: 5/21/2013

<table>
<thead>
<tr>
<th>County</th>
<th>Trade</th>
<th>Job Classification</th>
<th>Wage</th>
<th>Holiday</th>
<th>Overtime</th>
<th>Note</th>
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</thead>
<tbody>
<tr>
<td>Pierce</td>
<td>Traffic Control Stripers</td>
<td>Journey Level</td>
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<td>7A</td>
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Agenda Packet p. 68 of 84
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

<table>
<thead>
<tr>
<th>Department/Staff Contact: Court / Kathy Seymour</th>
<th>Meeting/Workshop Date: 11 June 2013</th>
<th>Agenda Bill Number: AB13-80</th>
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<tbody>
<tr>
<td>Agenda Item Type: Resolution</td>
<td>Ordinance/Resolution Number: 2310</td>
<td>Councilmember Sponsor: Donn Lewis</td>
</tr>
</tbody>
</table>

**Agenda Subject:** Contract for Services With Caseload Pro for Probation Department

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign Contract For Services With Caseload Pro.

**Administrative Recommendation:** Authorize the Mayor to sign Contract

**Background Summary:** The Probation Department is in need of a Secure Online Case Management System to track cases assigned to them currently used by other probation departments in the area. Caseload Pro is a month by month renewal and provides for a non re-newal at least 30 days prior to the renewal date. There will be 2 users set up for the account for the minimum $100 per month and provides for unlimited read only access by other members of the court as needed. In addition to the case management program, Caseload Pro has several reports available for our probation department to modify to fit our needs at no cost. The contract has been reviewed by the City Attorney's Office.

**Attachments:** Contract

**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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<tbody>
<tr>
<td>$1095.00</td>
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<td>$1095.00</td>
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</table>

**Budget Explanation:**

**COMMITTEE, BOARD & COMMISSION REVIEW**

<table>
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<tr>
<th>Council Committee Review: Public Safety</th>
<th>Approvals:</th>
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</thead>
<tbody>
<tr>
<td>Date: 3 June 2013</td>
<td>Chair/Councilmember: Donn Lewis</td>
</tr>
<tr>
<td></td>
<td>Councilmember: Tom Watson</td>
</tr>
<tr>
<td></td>
<td>Councilmember: Randy McKibben</td>
</tr>
</tbody>
</table>

Forward to: 6/11/13 Meeting

Consent Agenda: ☐ Yes  ☒ No

**Hearing Examiner Review:**

**COUNCIL ACTION**

<table>
<thead>
<tr>
<th>Workshop Date(s):</th>
<th>Public Hearing Date(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

Meeting Date(s): June 11, 2013  Tabled to Date:

**APPROVALS**

<table>
<thead>
<tr>
<th>Director: KS</th>
<th>Mayor:</th>
<th>Date Reviewed by City Attorney: May 29, 2013</th>
</tr>
</thead>
</table>
RESOLUTION NO. 2310

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A CONTRACT FOR SERVICES BETWEEN THE CITY OF BONNEY LAKE, WASHINGTON AND CASELOAD PRO FOR THE PROBATION DIVISION.

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the agreement attached hereto and incorporated as “Attachment A”, between the City of Bonney Lake and CaseloadPRO, L.P., for case management setup and subscription services.

PASSED BY THE CITY COUNCIL this 11th day of June, 2013.

______________________________
Neil Johnson, Jr., Mayor

ATTEST:

______________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

______________________________
Kathleen Haggard, City Attorney
Master Subscription Services Agreement

This CaseloadPRO Master Subscription Services Agreement is between CaseloadPRO, L.P., a California limited partnership, and the department signing below (Customer), and is dated as of the date of last signature.

1) CASE MANAGEMENT SERVICE. This agreement provides Customer access to a proprietary online subscription service consisting of a web-based hosted portal for case management, tracking and organizing offender-related data, which includes functionality for:
- Offender demographic data entering and maintaining,
- Offender case details entering and maintaining,
- Offender image uploading and tracking, and
- Officer and offender caseload assignment tracking.

CaseloadPRO will provide this functionality through the caseloadpro.com domain, within its server environment and under the terms below (Service). This agreement requires one or more orders which will define the Services further and the pricing for the Services, which orders are governed by the terms of this agreement. CaseloadPRO may also provide data conversion and training services for Customer, which may be further described in an order and a statement of work.

2) USE OF SERVICES.

a). CaseloadPRO Responsibilities. CaseloadPRO must (i) use commercially reasonable efforts to make the Services available, except for (x) scheduled outages, or (y) unavailability caused by force majeure, and (ii) provide customer support for the Services at no additional charge: the customer support terms are on Exhibit A to this agreement, which are incorporated into this agreement for all purposes. CaseloadPRO must make reasonable commercial efforts to protect the Customer Provided Information from misuse and unauthorized disclosure, when that information is being processed or used by the Services.

b). Customer Responsibilities. Customer (i) is responsible for Customer Provided Information, (ii) must use commercially reasonable efforts to prevent unauthorized access to the Services, and notify CaseloadPRO promptly of any such unauthorized access, and (iii) may use the Services only in accordance with its user guide and applicable government law and rules.

Customer may not (w) sell, resell, rent or lease the Services, (x) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, (y) interfere with or disrupt the integrity or performance of the Services, or (z) attempt to gain unauthorized access to the Services or their related systems or networks.

3) PAYMENT TERMS. Customer must pay all fees that are due within 30 days of receipt of a correct invoice, plus applicable sales, use and similar taxes.

4) WARRANTY/SERVICE LEVEL AGREEMENT and REMEDY.

a). Limited Warranty. CaseloadPRO warrants to Customer (i) that commercially reasonable efforts will be made to maintain the online availability of the Services for a minimum of 99% availability in any given month (excluding scheduled outages), (ii) the Services will perform materially in accordance with its user guide, (iii) the functionality of the Services will not materially decrease, (iv) and the customer support will not materially degrade.

b). Limited Remedy and Disclaimer. Customer’s exclusive remedy and CaseloadPRO’s sole obligation for breach of the warranty in (a)(i) immediately above will be for CaseloadPRO to provide a credit (if this agreement is not renewed, then a refund), for the month in question; provided that Customer notifies CaseloadPRO of such breach within 30 days of the end of the month in question. CaseloadPRO DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5) MUTUAL CONFIDENTIALITY.

a). Definition of Confidential Information. Confidential Information means all confidential information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). CaseloadPRO’s Confidential Information includes the Services.

b). Protection of Confidential Information. The Recipient must use the same degree of care to protect the Confidential Information that it uses to protect its confidential information (in no event less than reasonable care) and not disclose or use any Confidential Information of Discloser for any purpose (other than within the scope of this agreement). The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees, contractors and agents who need such access for purposes consistent with this agreement and who have signed similar confidentiality agreements with the Recipient.

c). Exclusions. Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser (iii) is received from a third party without breach of any obligation owed to Discloser or (iv) was independently developed by the
Recipient without use or access to the Confidential Information.

6) PROPRIETARY RIGHTS.

a). Reservation of Rights by CaseloadPRO. The software and other technologies provided by CaseloadPRO in providing the Services are the proprietary property of CaseloadPRO and its licensors, and all right, title and interest in the software, Services and other technology, including all associated intellectual property rights, remain only with CaseloadPRO. CaseloadPRO grants no rights unless expressly provided in this agreement. Any software provided by CaseloadPRO as part of the services is licensed as follows: CaseloadPRO grants Customer a non-exclusive, non-transferable internal use license to such software for the duration of the Services (Software Component).

b). Customer Restrictions. Customer may not:
   i. reverse engineer the Services or the Software Component;
   ii. remove or modify any proprietary marking or restrictive legends in the Service; or
   iii. access the Services or Software Component to (w) build a competitive product or service, or (x) copy any feature, function or graphic of the Service.

c). Customer Provided Information. All uploaded information under Customer’s account remains the sole property of Customer, as between CaseloadPRO and Customer (Customer Provided Information). Customer grants CaseloadPRO a non-exclusive term license to use, modify, copy and prepare derivate works of the Customer Provided Information for purposes of CaseloadPRO performing under this agreement. Upon a Customer request, CaseloadPRO will promptly return to Customer the Customer Provided Information via FTP or DVD for no charge (requests more than once a month will incur a $100 administrative fee).

d). Licensed Documentation Subscription Services Agreement. The Services user guide and other CaseloadPRO provided Services documentation is licensed to Customer as follows: CaseloadPRO grants Customer a non-exclusive, license for the duration of the Services to such material for Customer’s internal use solely with the Services, with the right to make additional copies of the material (Licensed Documentation).

7) EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.

a). Exclusion of Certain Damages. EXCEPT FOR A VIOLATION OF CASELOADPRO’S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY IS LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA OR INFORMATION, OR ANY FAILURE OF DELIVERY OF THE SERVICES).

b). Limitation of Liability. CASELOADPRO’S LIABILITY FOR ALL DAMAGES RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER AS WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT.

8) TERM, TERMINATION AND SUSPENSION OF SERVICE.

a). Term. This agreement continues until all orders have expired or are terminated. Orders may have specific durations specified on the order (Term). Unless otherwise specifically provided in the applicable order, additional user block subscriptions terminate on the same date as pre-existing user block subscriptions.

b). Mutual Termination for Material Breach. If either party is in breach of any material term of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.

i. Actions upon Termination.
   (w) Upon any termination as provided in 8(b) above by Customer, CaseloadPRO must refund any prepaid fees covering the remainder of the Term of that order.
   (x) Upon any termination as provided in 8(b) above by CaseloadPRO, Customer must pay any unpaid fees covering the remainder of the Term of all orders, and destroy all CaseloadPRO property and the Software Component. Customer upon request will confirm that it has complied with these requirements.

c). Return of Customer Provided Information. Upon request of Customer within 30 days after the effective date of termination of the Services, CaseloadPRO will make available for download or provide to Customer via FTP or DVD, the Customer Provided Information. After a 60-day period after termination, CaseloadPRO has no obligation to maintain any of the Customer Provided Information.

d). Suspension of Service for Violations of Law. CaseloadPRO may immediately suspend the Services and remove applicable Customer Provided Information if it in good faith believes that, as part of using the Services, Customer may have violated a governmental law or rule, or court order. CaseloadPRO may try to contact Customer in advance, but it is not required to do so.

9) GOVERNING LAW. This agreement is governed by the State of California, substantive laws, without regard to conflict of laws principles. The prevailing party in any litigation is entitled to recover its attorney’s fees and costs from the other party.

10) MISCELLANEOUS OTHER TERMS. This agreement constitutes the entire agreement between the parties, and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless both parties sign it. Neither party may assign or transfer this agreement or any part thereof to a third party, except that the agreement with all orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party. The parties are independent contractors with respect to each other. If any term of this agreement is invalid or unenforceable, the other terms remain in effect. CaseloadPRO rejects additional or conflicting terms of a form purchasing document. If there is an inconsistency between this agreement and an order, the order prevails. Any terms that by their nature survive termination or expiration of this agreement, will survive. CaseloadPRO may use Customer’s name
and logo in customer lists and related promotional materials describing Customer as a customer of CaseloadPRO, which use must be in accordance with Customer’s trademark guidelines and policies.

Bonney Lake Municipal Court, WA

By: ______________________________
Name: Kathy Seymour
Title: Court Administrator
Date: ______________________________

CaseloadPRO, L.P.

By: ______________________________
Name: Tom Westfall
Title: President
Date: ______________________________

Send ‘Signed’ agreement to: Fax: attn- Legal at (800) 797-4110, or Scan/Email legal@caseloadpro.com
Responsibilities of the CLIENT
The CLIENT is required to setup first level support contacts. The first level contacts will be the initial contact for any CaseloadPRO support questions from CLIENT staff. Only first level contacts or CLIENT designated staff are authorized to contact CaseloadPRO, and only after making reasonable attempts to resolve the issue(s).

Unlimited Phone and Email Support
Days & Hours: Monday - Friday, 9am - 5 pm (PST) (excluding national holidays)
Phone #: (800) 686-1134
Email: Support@CaseloadPRO.com

Priority 1 Emergency Support 24x7
Phone #: (800) 686-1134 extension 911

Scheduled Outages
72 hours advance notice and only during weekends, holidays or between the hours of 9pm to 7am (PST).

Severity Chart

<table>
<thead>
<tr>
<th>Priority</th>
<th>Definition</th>
<th>Response Guideline</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1</td>
<td>Service is unavailable or substantially fails to perform</td>
<td>1 hour</td>
<td>Trouble Ticket opened - Assign engineer to determine and correct the error - Periodic reports on the status of the correction- Initiate work to correct the error - Resolution Goal: &lt; 24 hours</td>
</tr>
<tr>
<td>Priority 2</td>
<td>Substantial degradation in performance of the Service</td>
<td>12 hours</td>
<td>Trouble Ticket opened - Assign engineer to determine and correct the error - Periodic reports on the status of the correction- Initiate work to correct the error - Resolution Goal: &lt; 5 days</td>
</tr>
<tr>
<td>Priority 3</td>
<td>Minimal to no impact on the availability or performance of the Services</td>
<td>3 days</td>
<td>Commercially reasonable efforts to include in next major release</td>
</tr>
</tbody>
</table>
**Pricing Information Sheet**

<table>
<thead>
<tr>
<th>Per Check-In Pricing</th>
<th>Monthly</th>
<th>Bi-Weekly</th>
<th>Weekly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offender Pay</td>
<td>$4</td>
<td>$2.50</td>
<td>$1.50</td>
</tr>
<tr>
<td>Department Pay</td>
<td>$4</td>
<td>$2.50</td>
<td>$1.50</td>
</tr>
</tbody>
</table>

**Offender Pay** - CaseloadPRO will handle the collections and processing of all monies. The offender will buy non-refundable credits via credit card or money order. Only one credit will be used per check-in period, and only after the offender has been voice verified (if Voice Biometrics is enforced), and the interview has started.

**Department Pay** - CaseloadPRO will invoice the department once a month for the previous months check-in credits. A credit is assessed for an offender once per check-in period, and only after the offender has been voice verified (if Voice Biometrics is enforced), and the interview has started.

**Payment Options**: CaseLinkPRO can be completely paid for by offender, department, or a combination of both.

**Complimentary Check-Ins**: The department will receive an allowance of free check-in enrollments to be used at their discretion. The total number of complimentary enrollments available to the department will be calculated as 5% of the total number of offenders with active enrollments. An enrollment is considered active when there has been at least one check-in in the previous 30 days.

**Revenue Sharing**: The department may increase the offender’s check-in fee to any amount above the base CaseLinkPRO check-in fee. The additional revenue generated will be credited to the customer’s CaseloadPRO account. At any time the customer may request a check for any portion of the credit balance in the account. CaseloadPRO will cut a check within 14 days of request.

**Audio Storage**: Audio recordings will be available for a minimum of 1 year after an offender’s enrollment has ended.

**Duration**: [1] month starting at system acceptance and “Go Live”.

**Renewals**: This order automatically renews each month for an additional 1 month, unless either party provides the other with notice of non-renewal at least 30 days prior to the renewal date.

**Price Increases**: CaseloadPRO may not increase its prices under this order by more than 1.2 times (120%) the relative percentage change in the Consumer Price Index (CPI). The change in CPI will be calculated between the current date and the date of last price increase (if no price increase has been made, then the effective date of this order).

**Terms**: This order is governed by the terms of the Master Subscription Services Agreement, which terms are incorporated into this order for all purposes.
Monthly Subscription (2 user minimum) ................................................................. $100.00

The monthly subscription amount is based on the number of active “Users”. For the purposes of this order, a user shall be defined as any individual person who has an active login to access CaseloadPRO. Additional users may be added, which will be pro-rated through the remainder of the subscription term then in effect. Customer may decrease its users during any month upon 30 days’ notice. The minimum number of licensed users shall be two (2) users. A credit will be provided in the form of an extension to the subscription term then in effect.

Total................................................................................................................................................. $100.00

Effective Date: The effective date of this order shall be the date of last signature.

Duration: [1] month starting at system acceptance and “Go Live”

Renewals: This order automatically renews each month for an additional 1 month, unless either party provides the other with notice of non-renewal at least 30 days prior to the renewal date.

Price Increases: CaseloadPRO may not increase its prices under this order by more than 1.2 times (120%) the relative percentage change in the Consumer Price Index (CPI). The change in CPI will be calculated between the current date and the date of last price increase (if no price increase has been made, then the effective date of this order).

Payment: All services are to be paid in advance. Payment for the first month of “Monthly Expenses” is due at system "Go Live". Future "Monthly Expenses" invoices will be due prior to the beginning of the month in which the services are provided.

Terms: This order is governed by the terms of the Master Subscription Services Agreement, which terms are incorporated into this order for all purposes.

Bonney Lake Municipal Court, WA

By: _______________________________
Name: Kathy Seymour
Title: Court Administrator
Date: _______________________________

CaseloadPRO, L.P.

By: _______________________________
Name: Tom Westfall
Title: President
Date: _______________________________
Customer Order  
Bonney Lake Municipal Court, WA

Setup Charge ..................................................................................................................................... $295.00
This is a one-time fee that covers any necessary changes to system lookup tables and the provisioning of space on CaseloadPRO servers.

Custom Reports .................................................................................................................................... $0.00
CaseloadPRO will provide customized reports at an additional charge.

Data Conversion .................................................................................................................................... $0.00
No data conversion services to be provided.

Training (Optional) ............................................................................................................................ $200.00
CaseloadPRO will provide one 4 hour online training session. Limit of 10 users per session. Additional online/onsite training options are available.

Total .................................................................................................................................. $295.00 + Options

Effective Date: The effective date of this order shall be the date of last signature.
Duration: This Customer Order will remain in effect for 90 days.
Payment: All services are to be paid in advance. All one-time expenses will be billed upon acceptance of the Master Subscription Services Agreement and this Customer Order. Any work described will commence upon receipt of payment unless otherwise agreed to in this Customer Order.
Terms: This order is governed by the terms of the Master Subscription Services Agreement, which terms are incorporated into this order for all purposes.

Bonney Lake Municipal Court, WA  
CaseloadPRO, L.P.

By:  
Name: Kathy Seymour  
Title: Court Administrator  
Date:

By:  
Name: Tom Westfall  
Title: President  
Date:
CaseLinkPRO is the premiere offender automated check-in and portal system. By using the latest Interactive Telephone and Web technologies, officers can stay linked to their offenders in ways that were previously not possible.

AND BEST OF ALL... it doesn’t cost your department a dime!

- **Web or Telephone Check-in** - Offenders can complete their check-in through a website or by telephone. Departments have the ability to choose which check-in methods are available per offender (Weekly or Monthly).

- **No Cost Solution** - CaseLinkPRO is an offender pay solution. The department can optionally pay for check-ins at a lower discounted rate.

- **Stand-Alone or Integrate with any Case Management System** - Seamlessly integrates with CaseloadPRO, or at no additional costs departments can optionally integrate CaseLinkPRO into their existing Case Management System.

- **No Hardware, No Software, No Headaches!** - CaseLinkPRO is a web-based system that is hosted in our trusted and secure data center. CaseLinkPRO runs in any modern web browser, so there isn’t any software to install.

- **Email, Text and Phone Alerts** - CaseLinkPRO can send alerts or custom messages to offenders via email or text message.

- **Voice Biometrics** - Verify every offender using voice print technology. Voice Biometrics can identify an offender with 99% accuracy.

- **Reports, Letters and Forms** - Save time by having CaseLinkPRO automatically generate your reports, letters and forms. Export these reports in PDF, Word or Excel.

- **Custom Interviews** - Each department can have multiple interviews hand tailored to ask only the questions you care about.
CaseloadPRO is the premiere caseload tracking system for probation departments. By combining the industry’s most sophisticated technological advancements with an aggressive pricing model, CaseloadPRO meets a department’s budget constraints today and into the future.

- **Incredibly Low Cost** - Our low costs make this system affordable for even the smallest departments. Upgrading to CaseloadPRO may cost less than what you’re spending on your current system’s annual maintenance.

- **Pay As You Go** - No need to sign a lengthy drawn-out contract. Pay month-to-month for your service and cancel at anytime. Life-Time Licenses are also available upon request.

- **Minimal Up-Front Cost** - Unlike other software vendors, we don’t have any large upfront purchase or setup costs. This helps you avoid the RFP process. Additionally, if we host the system for you, you won’t have any hardware purchases to make.

- **Quick Setup** - We can have your department using CaseloadPRO in as little as a few days (excludes customization and data conversion).

- **Hosted or On-Premise Solutions** - We can securely host the system for you at no extra cost. However, if you have the resources you can always host the system internally.

- **Easy to Learn and Use** - CaseloadPRO is intuitive and easy to use. Users can be trained in less than half a day.

- **Unlimited Upgrades** - New features will be seamlessly added without any downtime or additional costs.

- **Customizable** - CaseloadPRO can be easily modified to work with any unique needs of your department.
Generate Reports, Letters and Forms - Save time by having CaseloadPRO automatically create your next Report or Letter. Any data stored in CaseloadPRO can be used for any report, letter or form.

Easily Manage Caseloads - Quickly assign an Offender or Officer to any caseload. We provide the tools to efficiently manage caseloads, including the ability to map caseloads on Google Maps.

Alerts and Reminders - Never forget to see an offender again! CaseloadPRO will automatically remind an officer of upcoming and missed appointments. There are additional alerts to ensure important items are always addressed.

Case Details - Store all case related information for an individual, including Offenses, Hearings, Violations of Probation, Warrants, Victims, Programs, Community Service, and much more.

Financials & Revenue Recovery - Use CaseloadPRO to keep track of fines, fees and other charges owed by the offender. Automatically generate re-occurring invoices, create a payment plan, receive payments, print receipts and other financial reports.

Text-Message and Email - Send an offender, or your entire caseload a text message or email directly from CaseloadPRO. All messages sent are automatically stored and recorded in the Activity log.

Activities/Chronos/Notes and Appointments - CaseloadPRO makes it easy to schedule a future appointment, or document any contact made with an offender. All activities and appointment can be exported to several different reports.

Assessments - Add and complete your existing Assessments, like the Wisconsin Risk/Need in CaseloadPRO. CaseloadPRO also integrates with Assessments.com.

Document Center - Quickly and easily scan and upload any document to an offenders file.

Telephone and Web Reporting - CaseloadPRO is fully integrated with CaseLinkPRO, our automated check-in system.