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:
         a. AB14-105 – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Confirming The Mayor’s Appointment Of Cherie Gibson As Chief Financial Officer.
      3. Presentations:
         a. Proclamation: Chief For A Day – Kelahna Miller.
   D. Agenda Modifications

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:
   A. Public Hearings: None.
   B. Citizen Comments:
      Citizens are encouraged to attend and participate at all Council Meetings. You may address the Mayor and City Council on matters of City business, or over which the City has authority, for up to 5 minutes. Sign-up is not required. When recognized by the Mayor, please state your name and address for the official record. Designated representatives recognized by the chair who are speaking on behalf of a group may have a total of 10 minutes to speak. Each citizen is allowed to speak only once during Citizen Comments.
   C. Correspondence

III. COUNCIL COMMITTEE REPORTS:
   A. Finance Committee
   B. Community Development Committee
C. Economic Development Committee
D. Public Safety Committee
E. 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 Accounts Payable and Utility Refund Checks/Vouchers: Accounts Payable checks/vouchers #69119 in the amount of $7,417.06.
Accounts Payable checks/vouchers #69120-69169 (including wire transfer’s #13661914, 20140707, 20140708, and 20140715) in the amount of $868,160.06.
Accounts Payable checks/vouchers #69170-69204 in the amount of $3,372.27 for Utility refunds.
Accounts Payable checks/vouchers #69205-69208 in the amount of $2,400.00 for summer entertainment vendors.
Accounts Payable checks/vouchers #69209-69255 (including wire transfer #’s 7162014, and 716201401) in the amount of $112,620.73.
Accounts Payable wire transfer #2014071701 in the amount of $49,164.19 for p-card purchases.
Accounts Payable checks/vouchers #69256-69304 (including wire transfer #’s 20140701, 20140702, 20140703, 20140704, 20140705, 20140724, and 20140725) in the amount of $210,718.72.
Accounts Payable check/voucher #69305 in the amount of $468.13 for an Accounts Receivable refund.
Accounts Payable checks/vouchers #69306-69340 in the amount of $3,781.29 for Utility refunds.
VOIDS: #69186 – replaced with check #69313.

B. Approval of Payroll: Payroll for July 1st–15th, 2014 for checks #31878-31902 including Direct Deposits and Electronic Transfers is $ 485,899.18.
Payroll for July 16th-31st, 2014 for checks # 31903-31930 including Direct Deposits and Electronic Transfers is $ 699,194.40.

V. FINANCE COMMITTEE ISSUES:

p. 11
A. AB14-112 – Resolution 2407 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract With KPG Engineering For Services For The 100% Design Of The 186th Corridor Improvements Project.

p. 41

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.
VII. ECONOMIC DEVELOPMENT COMMITTEE ISSUES: None.

VIII. PUBLIC SAFETY COMMITTEE ISSUES: None.

IX. FULL COUNCIL ISSUES:


X. 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.

XI. 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
City of Bonney Lake
City Council Agenda Bill (AB)

Department / Staff Member: Jenna Richardson/ASD
Meeting/Workshop Date: 12 August 2014
Agenda Bill Number: AB14-105

Agenda Subject: Confirming the Mayor's Appointment of Chief Financial Officer

Full Title/Motion:
A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Confirming The Mayor’s Appointment Of Cherie Gibson as Chief Financial Officer.

Administrative Recommendation:

Background Summary: Ms. Gibson was selected after a comprehensive selection process that included three interview panels, individual exercises, a group open house, and an extensive background check. Ms. Gibson has spent the last seven years with the City of Normandy Park as the Finance Director and was the Interim City Administrator for eight months while the City conducted a search for the City Administrator position. Her references are very good. She would come into the position just above the beginning of the salary range.

Attachments: Resume and Application Materials of Cherie Gibson

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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</table>

Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee: Approvals: Chair/Councilmember Yes No
Committee Date: Councilmember
Councilmember
Forwarded to: Consent Agenda: Yes No
Commission/Board Review:
Hearing Examiner Review:

COUNCIL ACTION

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

APPROVALS

Director: Mayor: Date Reviewed by
City Attorney: (if applicable):

Rev. January 2014
May 23, 2014

City of Bonney Lake
Attn: Melissa Johnson
Human Resources, Ste 125
9002 Main Street East
Bonney Lake, WA 98391

Re: Chief Financial Officer

To Whom It May Concern:

Please accept this letter as an indication of my interest in working with the City of Bonney Lake as a Chief Financial Officer. I have worked in governmental entities for the last 18 years; the 7 most recent as a Finance Director for the City of Normandy Park. I also recently served as the City’s Interim City Manager for 8 months.

I am a successful CFO level professional and a Certified Public Accountant. I have 18 years of governmental background experience. My professional development has taken me from a payroll clerk to a director to the Interim City Manager through my strong leadership skills, accounting abilities and my constant pursuit of knowledge. I have experience in budgeting, forecasting, and risk management. So far, all of my audits have been free of findings by the State, including financial, accountability and single audits.

As Interim City Manager, I was able to help the City through the financial storm over the last few years. At this point in my career, I feel I am now looking to take on new challenges for professional growth. As such, I believe that there is a lot I can contribute to the City of Bonney Lake. I hope to hear from you soon regarding this position.

Sincerely,

Cherie Gibson, CPA
Cherie Leigh Gibson, CPA

Finance Director / Management Professional

Successful CFO level professional and Certified Public Accountant with 17 years municipal background. My professional development has taken me from a payroll clerk to a director through my strong leadership skills, accounting abilities and my constant pursuit of knowledge. I have experience in budgeting, forecasting, risk management, and as an Interim City Manager. My audits have been finding free, including financial, accountability and single audits.

Areas of Knowledge & Expertise

Finance Management • Policy Development • Operations & Capital Budgeting • Forecasting • Accounting
Customer Service • Finance Operations • Risk Management • Grant Accounting • Leadership & Management
Treasury Operations • Cash Management • Expense Controls & Reductions • Relationships & Team Building

Professional Experience

City of Normandy Park, Normandy Park, WA, 11/2007 to present:


Highlights:
- Worked with City Manager on successfully getting a levy lid lift passed by the voters.
- Saved over $60K for the City with a successful bond refunding.
- Once approved by the voters, established start up policy, process and procedures for the Normandy Park Metropolitan Parks District.
- Created RFP for accounting software; reviewed, chose and implemented new accounting software.
- Worked with City Manager on getting bond rating upgraded from A- to AA through S&P.
- Went through the process of changing banks to save the City money.
- Worked to establish consistent and appropriate business best practices.

City of Normandy Park, Normandy Park, WA, 11/2012 to 07/2013:

Interim City Manager – Supervise and manage all departments including Community Development, Planning, Finance, Preschool, Executive, Public Works and Police. Work with Council regarding City policies. Respond to citizen inquiries and complaints. Work with multiple committees and boards appointed by the Council.

Highlights:
- Successfully negotiated a 3 year contract with Police Guild.
- Reorganized personnel and departments to improve morale, distribute workload evenly and save money on related costs.
- Updated employee personnel manual/handbook.
City of Normandy Park, Normandy Park, WA, 04/2007 to 10/2007:

Accounting Specialist - Responsible for financial functions of the City including accounts payable, miscellaneous billing, month end & year-end closing and journal entries. Prepare payroll. Balance employee payroll and leave deductions. Prepared quarterly and yearly taxes.

LEOFF Disability Board, Kelso, WA, 08/1996 to 11/2006:

Medical Secretary - Process accounts payable vouchers and ledger reconciliation for the Disability Board. Prepare yearly budget for the Disability Board. Read and interpret Medicare payment amounts.

Dodge City Casino, Longview, WA 10/1998 to 10/1999:

Soft Count Manager - Processed all soft count paperwork. Handled and accounted for large sums of cash. Responsible for 5-8 employees. Responsible for hiring, training, scheduling of employees.

Highlights:
- Saved the company money and staff time by streamlining the process utilized.

Cowlitz County Sheriff's Office, Kelso, WA, 04/1996 to 11/2006:


City of Castle Rock, Finance Office, Castle Rock, WA, 02/1996 to 04/1996:

Deputy Clerk - Processed accounts payable vouchers for city including fire, ambulance and water invoices. Prepared payroll for city employees. Received incoming water and ambulance payments. Bank and ambulance ledger reconciliation. Answered phone and greeted public.

Chris A. Sternagel, Attorney at Law, Longview, WA, 10/1992 to 02/1996:

Office Manager/Legal Secretary - Prepared payroll, quarterly and yearly taxes. Responsible for accounts payable, accounts receivable, deposits, bank reconciliation and recovering on bad checks. Managed Office. Dealt with clients in a professional manner. Typed all letters and legal documents including contracts. Responsible for answering phone/scheduling appointments. Minimized amount of time spent on billing clients. Responsible for filing, organizing and maintaining client files.

EDUCATION & CERTIFICATIONS

Certified Public Accountant, Board of Accountancy, State of Washington, June, 2010

Bachelor of Science, Business Administration, Washington State University, May 2006

Associates in Arts & Sciences, Accounting, Lower Columbia College, Longview, April 1995
PROCLAMATION

WHEREAS, Kelahna Miller is an 8 year old girl who was diagnosed with spina bifida prior to her birth and underwent her first surgery 4 hours after her birth; and

WHEREAS, Kelahna Miller has had over 40 surgeries in her young life as well as also suffering from hydrocephalus and Arnold Chiari Malformation; and

WHEREAS, Kelahna Miller and her family have had over 1,100 doctor appointments with more than 250 physicians and diagnostic images such as MRIs and CT scans; and

WHEREAS, Kelahna Miller is entering the third grade next year at Daffodil Elementary School and has recently learned to stand using forearm crutches; and

WHEREAS, Kelahna Miller will be facing a upcoming complicated and serious surgery days after Chief for the Day; and

WHEREAS, Kelahna Miller and her family are one of the strongest, hardworking, humble families in our community that take Kelahna’s illness one day at a time; and

WHEREAS, Kelahna Miller will be Bonney Lake Chief for the Day on August 21, 2014; and represent the Bonney Lake Police Department at National Night Out and Bonney Lake Days.

NOW, THEREFORE, I, Mayor Neil Johnson Jr., do hereby proclaim:

*Kelahna Naomi Miller
Chief for the Day
on Thursday, August 21, 2014

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Bonney Lake to be affixed this 12th day of August, 2014.

_____________________________
Neil Johnson, Jr., Mayor
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

<table>
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<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
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<td>PW / John Woodcock</td>
<td>12 August 2014</td>
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<td>Resolution</td>
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<td>Dan Swattman</td>
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**Agenda Subject:** Agreement with KPG Engineering for 186th Corridor Project Final Design.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize Agreement With KPG Engineering For 186th Corridor Project Final Design.

**Administrative Recommendation:**

**Background Summary:** The City Council approved Resolution 2303 on 14 May 2013 which was a Developer Agreement with the Renwood LLC. This agreement required offsite street improvements to mitigate the impacts of the Renwood development on surrounding streets.

On October 15th, 2013 the CDC met and directed staff to submit a 30% design effort for two options, the 186th Ave. - 88th St. - 188th Ave. Improvement and the 186th Ave Extension alignment to Veteran Memorial Drive. The 30% design effort was completed and reviewed by Council on July 1st 2014. Council gave direction at that time to move forward with 100% design for construction advertisement once right of way has been obtained on the 186th Ave.- 88th Street - 188th Ave. Improvement option and a 90% design effort for the 186th Ave Extension to Veterans Memorial Drive option for future construction as funds become available.

**Attachments:** Resolution, PSA, Area Map

**BUDGET INFORMATION**

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**Budget Explanation:** 301.034.032.595.10.63.01

**COMMITTEE, BOARD & COMMISSION REVIEW**

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<tr>
<td>Finance Committee</td>
<td>Chair/Councilmember</td>
<td>Dan Swattman</td>
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<td>Date: 12 August 2014</td>
<td>Councilmember</td>
<td>Donn Lewis</td>
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<td>Katrina Minton-Davis</td>
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**Forward to:** Full Council

**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):

Version Oct. 2010
Agenda Packet p. 11 of 64
RESOLUTION NO. 2407

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT WITH KPG ENGINEERING FOR SERVICES FOR THE 100% DESIGN OF THE 186TH CORRIDOR IMPROVEMENTS PROJECT.

WHEREAS, the City Council approved Resolution 2303 on 14 May 2013 a Developer Agreement with the Renwood LLC. This agreement requires offsite street improvements to mitigate the impact of the Renwood development on surrounding streets; and

WHEREAS, on October 15th, 2013 the CDC met and directed staff to submit a design effort of 30% for two options, the 186th Ave., 88th Ave., and 188th Ave. improvement and the 186th Ave. alignment to Veteran Memorial Drive.; and

WHEREAS, on July 1, 2014 Council reviewed the findings of the 30% design effort that quantified the costs to purchase right of way, underground utilities, and construct the improvements. Council provided direction to implement these improvements; and

WHEREAS, the costs for these expenditures will be covered from the mitigation fees and city TIF funds; and

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

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with KPG Engineering in the amount of $283,523.

PASSED BY THE CITY COUNCIL this 12th day of August, 2014.

__________________________
Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

__________________________
Kathleen Haggard, City Attorney
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this __________ day of ________________________, 2013, by and between the City of Bonney Lake ("City") and KPG, Inc. ("Consultant").

The parties hereby agree as follows:

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

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

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

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before

186th Corridor, Preliminary Design

KPG#13095
the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

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

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

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

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

186th Corridor,
Preliminary Design

KPG#13095
City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

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

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

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

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

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

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

186th Corridor,
Preliminary Design

KPG#13095

Agenda Packet p. 16 of 64
12. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**Insurance**

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

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** insurance appropriate to the Consultant's profession.
B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. **Commercial General Liability** insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. **Professional Liability** insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

C. Other Insurance Provisions

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

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

2. The Consultant’s insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

14. **Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party’s right to demand strict performance of that or any other provision of this Agreement any time thereafter.

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

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

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

CITY OF BONNEY LAKE  

By: ___________________________  
Neil Johnson Jr., Mayor

CONSULTANT  

By: ___________________________  
Terry Wright, Principal

Attachments:

Exhibit A: Scope of Work - Corridor Improvements, Date August 5th, 2014
Exhibit B: Rates: Corridor Improvements, Date August 5th, 2014
INTRODUCTION

The following scope of work will outline the effort required to complete the City of Bonney Lake 186th Corridor Improvements Project. The Scope of Work for design is based on the improvements shown in the preliminary design and is summarized below:

- Complete design for 186th Ave E from 90th Street E to 88th St E:
  - Curb, gutter, 10’ sidewalk (including top of curb), luminaires, and street trees on west side of 186th.
  - Curb and gutter on the east side of 186th.
  - Retaining walls as required.
  - Stormwater infiltration trenches and Filterras as required.
  - Conversion of existing overhead utilities to a joint utility trench and replacement of City utilities as required.

- Complete design for 88th St E from 186th Ave E to 188th Ave E:
  - Curb, gutter, and 6’ sidewalk (including top of curb) on the north side of 88th.
  - Curb and gutter on the south side of 88th.
  - Retaining walls as required.
  - Stormwater infiltration trenches and Filterras as required.
  - Conversion of existing overhead utilities to a joint utility trench and replacement of City utilities as required.

- Complete design for 188th Ave E:
  - Curb and gutter on the west side of 188th as required.
  - Curb, gutter, and 6.5’ sidewalk (including top of curb) on the east side of 188th as required.

- Complete plans to 90% design level for 186th Ave E Extension to Veterans Memorial Drive (VMD):
  - Extension of new roadway from the 186th/88th intersection north to connect to VMD at a new non-signalized intersection.
EXHIBIT A

- Curb, gutter, 10' sidewalk (including top of curb), luminaires, and street trees on the west side of 186th Ave E Extension.
- Curb, gutter, and 6' sidewalk (including top of curb) on the east side of 186th Ave E Extension.
- Retaining walls as required.
- Stormwater infiltration trenches and Filterras as required.
- Relocation of private stormwater improvements on the east side of 186th Ave E Extension.

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

- Stormwater quality and quantity treatment will be per DOE approved preliminary plans.
- No Federal funds are involved in the project.
- No irrigation system will be required.
- Illumination will match that of Main Street.
- City permits such as right-of-way, utilities, and grading will be acquired by the City.
- Replacement of sewer and water lines will not be required.
- Negotiations and appraisals for right-of-way acquisitions will be completed by others under a separate agreement.
- Title reports will be provided by the City.

Task 1.0 – Management/Coordination/Administration

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

1.1 Provide project administrative services including:
- Project set-up and execute agreement.
- Execution of subconsultant agreements.
- Preparation of monthly progress reports and invoices.
- Maintaining project files.
- Record keeping and project closeout.

1.2 Provide project management (assume 12 months) services including:
- Project staff management and coordination.
- Subconsultant management and coordination.
- Prepare and update project schedule.
- Schedule and budget monitoring.
1.3 Design Coordination meeting with City staff:
   - Attend 4 design review/coordination meetings with City staff. Budget assumes that Consultant project manager and lead project engineer will attend all meetings and task leads will attend meetings as needed.

1.4 Provide QA/QC reviews of all submittals (60% design, 90% design, and Final design submittal) by senior staff.

1.5 Miscellaneous letters and phone calls.

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

Assumptions:
- Design will be Bid Ready by December, 2015.

Task 2.0 – Survey and Base Mapping

This task covers the effort to provide survey and base mapping to supplement the existing basemap at locations that require additional data and to provide final figures and legal description required for right-of-way acquisition:

2.1 Additional survey will be provided at the following locations:
   - Retaining walls.
   - Driveways.
   - 186th Extension.
   - The private parcel (Kelly, parcel 5640001335) located at the 186th Extension.

2.2 Utility Potholes:
   - Schedule and arrange utility potholes.
   - Survey potholes locations and include information on design plans.

2.3 The Consultant will prepare final legal descriptions and figures meeting recording standards for property acquisitions and easements associated within the roadway improvements and utility conversion:
   - Approximately 7 Right-of-Way acquisitions.
   - Approximately 4 Utility Easements.
   - Approximately 4 Temporary Construction Easements.
EXHIBIT A

Products:
- Updated basemap.
- Legal descriptions and figures.

Assumptions:
- City will acquire a right-of-entry for survey required on private property (Kelly Parcel)
- Title reports will be provided by the City.
- The City will pothole City utilities.
- PSE will pothole PSE utilities.

Task 3.0 – Roadway Design (60%, 90%, and Final)

The Consultant shall prepare Final Bid documents (PS&E) for the improvements on 186th Ave E, 88th St E, and 188th Ave E. Plans for the 186th Extension will be brought to a 90% design level only, and shall be a separate plan set. The following information will be included in the plans:

- Plans shall be prepared in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and in accordance with industry, City and WSDOT standards.
- Typical sections and details shall be provided, except for items available as standard details from the City, State or APWA drawings which will be included in the plan set via image/PDF files.
- The Consultant will prepare specifications and submit for review at the 90% stage and submit final specifications with the bid documents. No specifications will be provided for the 186th Ave Extension or 60% submittal.
- The Consultant shall calculate quantities and prepare a construction cost estimates with each submittal and with the bid documents.
- The Consultant shall field review the project corridor to ensure the plans are showing an accurate representation of the proposed improvements and support the City during the bidding process.
- The plans will show complete details of construction of the proposed improvement including:
  - Paving limits
  - Roadway alignment
  - Curb, sidewalk, and driveway layout
  - Storm drainage layout
The estimated Sheet Count is as follows:

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EXHIBIT A

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Products:

60% Review Submittal
- 1 - Construction Cost Estimate
- 4 - 1/2 Size Plan Sets (11x17 Size)
- 1 - PDF of 11x17 Size Plans

90% Review Submittal
- 1 - Construction Cost Estimate
- 4 - 1/2 Size Plan Sets (11x17 Size)
- 1 - Full Size Plan Set (22x34 Size)
- 2 - Sets Specifications
- 1 - PDF of 11x17 Size Plans

Final Submittal
Bid Documents (Hard Copy and Electronic: PDF)
- 1 - Construction Cost Estimate
- 10 - 1/2 Size Plan Sets (11x17 Size)
- 1 - Full Size Plan Set (22x34 Size)
- 10 - Sets Specifications

Assumptions:
- All preliminary design improvements have been approved and shall be carried forward to final design. Changes the curb and/or sidewalk alignments will cause additional effort not covered by this scope and budget.
- No specifications will be prepared for the 186th Ave Extension.

Task 4.0 – Stormwater/Ecology

This Task consists of the design and documentation of stormwater management retrofit components of the project, which are anticipated to be funded by the Washington State
EXHIBIT A

Department of Ecology's 2013-15 Municipal Stormwater Capacity Grant. This Task is anticipated to include the following subtasks:

4.1 Review Department of Ecology comments on March 2014 Pre-Design Report and prepare revised Pre-Design report for submittal to Ecology, if required.

4.2 Perform additional subsurface exploration, infiltration testing and geotechnical engineering for final design of the proposed infiltration trenches. This information, which will supplement the geotechnical work previously performed in March 2014, is needed to provide the required number and depth of test pits and infiltration testing, and to verify the required separation from groundwater at each of the proposed infiltration trench locations.

4.3 Prepare 90% design of the proposed stormwater management retrofit components. Prepare separate 90% plans for submittal to Department of Ecology as required by the grant.

4.4 Address DOE comments on 90% submittal

Products:
- Final Pre-Design Report
- Supplemental Geotechnical Engineering Report
- Draft 90% Plans for submittal to Ecology
- Final 90% Plans for submittal to Ecology

Draft 90% Ecology Submittal
1 PDF of 11x17 Size Plans

Final 90% Ecology Submittal
4 1/2 Size Plan Sets (11x17 Size)
1 Full Size Plan Set (22x34 Size)
1 PDF of 11x17 Size Plans
Assumptions:
- The stormwater management facilities will be similar to what was shown in the Pre-Design Report submitted to Ecology in March 2014, which utilized Filterra units and infiltration trenches for stormwater management along existing roadways.
- Design of stormwater retrofit components will conform to the requirements of the Department of Ecology's 2005 Stormwater Management Manual for Western Washington, as required by the 2013-15 Municipal Stormwater Capacity Grant.
- Underground Injection Control (UIC) Well Registration Form will be prepared and submitted by City for the proposed infiltration trenches.
- City will provide excavation, traffic control, and water for infiltration test.

Task 5.0 – Stormwater/Non-Ecology
This Task consists of design and documentation of the stormwater components of the project that are not part of the Ecology-funded stormwater retrofit design and assistance to the City in preparation of a stormwater construction grant application. This Task is anticipated to include the following subtasks:

5.1 Preliminary and Final Design of stormwater management facilities for the extension of 186th Ave E from 88th Street E to VMD and modification to existing stormwater facilities impacted by this design.

5.2 Perform subsurface exploration, infiltration testing and geotechnical engineering for design of infiltration facilities to serve the extension of 186th Ave E from 88th Street E to VMD. This effort will include two test pits extending at least 6 feet below the bottom of the proposed infiltration trenches, in-situ infiltration testing, and documentation of depth to groundwater as required by the Pierce County Stormwater Management and Site Development Manual.

5.3 Prepare a Drainage Report for the project in accordance with Section 3.3.2, Volume 1, of the Pierce County Stormwater Management and Site Development Manual, the City’s adopted stormwater manual.

5.4 Prepare an application for funding under the Department of Ecology’s Statewide Stormwater Grant Program for the stormwater retrofit components of the project.

Products:
- Geotechnical Engineering Report (may be combined with the Task 4 geotechnical report)
EXHIBIT A

- Drainage Report (Draft and Final)
- Statewide Stormwater Grant Application (Draft and Final)

Assumptions:
- Design of stormwater facilities not funded by the Municipal Stormwater Capacity Grant will be in accordance with the Pierce County Stormwater Management and Site Development Manual.
- The SWPPP for this project will be prepared by the selected construction contractor.
- Underground Injection Control (UIC) Well Registration Form will be prepared and submitted by City for the proposed infiltration trenches.
- City will provide traffic control, water, and excavation of infiltration test.

Task 6.0 – Utility Conversion

Efforts under this task includes the anticipated work necessary for utility conversion effort as described in Task 3.0, included here to be tracked separately, including coordination with franchise utilities and completing design of the conversion of existing overhead utilities to a joint utility trench (JUT).

6.1 Utility Coordination Meetings:
- The Consultant will work with PSE and the other franchise utility companies to coordinate size and layout of vaults, trench alignment, and conduit size/quantity within the JUT.
- The Consultant will work with franchise utilities to establish required Utility and Temporary Construction Easements.
- The Consultant will provide plans to franchise utilities for review and plan review checklists, to be completed by each franchise utility.

6.2 Private Property Conversion:
- The Consultant will provide a private property conversion plan for the properties that need to be converted to underground service based on information provided by the franchised utilities. It is assumed that approximately 17 private property conversions will be required.
- The Consultant will meet with property owners for coordination of private property conversions and provide figures showing the required work. It is assumed that a total of 25 meetings will be required for the 17 property owners.
EXHIBIT A

- The Consultant will meet with the electrical contractor to determine if modifications are required to the existing service prior to conversion.

6.3 Final Undergrounding Documents: KPG will coordinate with PSE, CenturyLink, and Comcast Broadband Internet services to prepare a set of final construction documents for the undergrounding of the overhead utilities. These documents will consist of:

- Construction Plans showing locations of all vaults, junction boxes, and joint utility trenches. Each franchised utility will be responsible for determining the types and sizes of conduits, type and sizes of structures, and the approximated location of each. KPG will provide detailed plans showing the final locations of all structures and conduits. Standard plans will be provided by each utility for inclusion in the contract documents. The Consultant will compile plans for undergrounding of overhead utilities and include these plans in the set of final contract documents.

- Specifications: KPG will prepare special provisions covering construction requirements and measurement and payment for the installation of the conduits and structures (U-boxes, vaults, etc.). Utility-specific construction requirements will be included in an appendix of the contract documents.

- Opinions of cost: KPG will prepare a construction cost estimate for trench excavation and backfill, conduit, and vault installation.

Products:
- Two utility meetings with meeting minutes
- Undergrounding plan/profiles
- Private property conversion plan
- Construction Cost Estimate

Assumptions:
- No Undergrounding 188th Ave will be required, existing overhead utilities will remain.
- The City’s contractor will perform the work necessary to complete the private property conversions.
- For private property conversions no design for modification of the existing building electrical panel is included, should modifications be required it will be completed by the property owner or others.
## PROJECT SUMMARY

**CLIENT:** City of Bonney Lake  
**PROJ NAME:** 186th Corridor Improvements Project  
**Job #:** 13095  
**PROJ MGR.:** Terry Wright  
**DATE:** August 5, 2014

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**Expenses = $2,956**

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City of Bonney Lake  
186th Corridor Improvements Project  
*Page 1 of 9*  
*Job#:13095*  
*Date:8/5/2014*  
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### EXHIBIT B

**CLIENT:** City of Bonney Lake  
**PROJ NAME:** 186th Corridor Improvements Project  
**Job #:** 13095  
**DATE:** August 5, 2014

**SUMMARY OF STAFF LABOR HOURS REQUIRED BY TASK**

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**TOTALS**

KPG DESIGN SERVICES LABOR TOTAL = $274,567
## OTHER DIRECT COSTS

### EXPENSE ESTIMATE

**DATE:** August 5, 2014

**CLIENT:** City of Bonney Lake

**PROJ NAME:** 186th Corridor Improvements Project

**Job #** 13095

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**Total KPG In-House Expense =** $2,956
**EXHIBIT B**

**CLIENT:** City of Bonney Lake  
**PROJ NAME:** 186th Corridor Improvements Project  
**Job #** 13095  
**DATE:** August 5, 2014

| TASK NO. | TASK DESCRIPTION | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | Total | Task Total |
|----------|------------------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|-----|----------|
| 1.0      | Management/Coordination/Admin | 170.37 | 113.00 | 90.00 | 124.17 | 151.95 | 68.79 | 156.82 | | | | | | | | | | | |
| 1.1      | Administrative Services | | | | | | | | | | | | | | | | | | 10.0 | 10 | $688 |
| 1.2      | Project Management (12 months) | 24.0 | | | | | | | | | | | | | | | | | | 12.0 | 36 | $4,914 |
| 1.3      | Meetings with City Staff (4 Meetings) | 8.0 | 8.0 | 2.0 | | | | | | | | | | | | | | | | | | 12.0 | 18 | $2,447 |
| 1.4      | QA/QC (60, 90% & Final) | 12.0 | | | | | | | | | | | | | | | | | | 12.0 | 12 | $2,044 |
| 1.5      | Misc. Correspondence | 12.0 | | | | | | | | | | | | | | | | | | 12.0 | | |

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City of Bonney Lake  
186th Corridor Improvements Project  
Page 4 of 9  
Job#:13095  
Date:8/5/2014  
Agenda Packet p. 33 of 64
**CLIENT:** City of Bonney Lake  
**PROJ NAME:** 186th Corridor Improvements Project  
**Job #** 13095  
**DATE:** August 5, 2014

### Task 2 Hour Breakdown

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City of Bonney Lake  
186th Corridor Improvements Project  
Agenda Packet p. 34 of 64
## Task 3 Hour Breakdown

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### Other Direct Costs

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**TOTALS** $128,364
**EXHIBIT B**

**CLIENT:** City of Bonney Lake  
**TOJ NAME:** 186th Corridor Improvements Project  
**Job #** 13095  
**DATE:** August 5, 2014

---

### Task 4 Hour Breakdown

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<th>Project Manager/Supervisor</th>
<th>Pro Engineer</th>
<th>Sr Engineer LA</th>
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**Task No.**  
**Task Description**

- **4.0** Stormwater/Ecology
  - **4.1** Pre-Design Report Revisions
    - 2.0
  - **4.2** Additional Geotechnical
    - 2.0  
  - **4.3** DOE
    - 8.0  
  - **4.4** Address comments on 90% submittal
    - 8.0

**Plan Sheets**

- **4.0** Storm Drain Plan and Profile
  - 8.0
- **3.0** Storm Drainage Details
  - 12.0

**Other Direct Costs**

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**Total Hours: 379**  
**Total Task Total: $45,790**
## TASK 5: HOUR BREAKDOWN

### STAFF LABOR HOURS REQUIRED BY TASK

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**OTHER DIRECT COSTS**

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**Other Direct Costs**

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**Totals**

| Totals             | $58,751 |

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**Notes:**

- **CLIENT:** City of Bonney Lake
- **PROJ NAME:** City of Bonney Lake
- **Job #:** 13095
- **DATE:** August 5, 2014
- **STAFF LABOR HOURS REQUIRED BY TASK**
- **Job# 13095**
# CITY OF BONNEY LAKE
## 186TH CORRIDOR IMPROVEMENTS PROJECT
### PIERCE COUNTY, WASHINGTON
#### MAY 2014

### DRAWING INDEX

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*Agenda Packet p. 39 of 64*
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
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<td>PW / John Woodcock</td>
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<td>Resolution</td>
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<td>Dan Swattman</td>
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Agenda Subject: Agreement with Puget Sound Energy for the 186th Corridor Project Underground Design.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Authorize Agreement With Puget Sound Energy For The 186th Corridor Project Underground Design.

Administrative Recommendation:

Background Summary: The City Council provided direction at the July 1st 2014 meeting addressing moving forward with the improvements on 186th Avenue Corridor. Utilities will be converted from aerial application to underground as per BLMC 12.04.005 Underground utilities required. As per the attached Schedule 74 Electric Tariff G. Undergrounding of utilities will be compensated in a 60 - 40 conversion cost share with 60% cost share born by PSE and 40% cost share born by the city. Design will be proportioned in like manner. At this point in time only the conditions of the SCHEDULE 74 UNDERGROUND CONVERSION, Project Design Agreement are required to be activated with an estimated cost for design and construction provided.

Attachments: Resolution, Schedule 74 UC Project Design Agreement, Cost share estimate, Area Map

BUDGET INFORMATION

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Budget Explanation: 301.034.032.595.10.63.01

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:
- Finance Committee
- Date: 12 August 2014
- Chair/Councilmember: Dan Swattman
- Councilmember: Donn Lewis
- Councilmember: Katrina Minton-Davis

Forward to: Full Council

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. 2408

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, APPROVING THE SCHEDULE 74 COST SHARE AGREEMENT BETWEEN PUGET SOUND ENERGY AND THE BONNEY LAKE TO UNDERGROUND PUGET SOUND ENERGY UTILITIES WITHIN THE 186TH CORRIDOR IMPROVEMENTS PROJECT LIMITS.

WHEREAS, the City Council approved Ordinance 1283 on September 23, 2008 that required that all distribution utilities be placed underground; and

WHEREAS, on October 15th, 2013 the CDC met and directed staff to submit a design effort of 30% for two options, the 186th Ave., 88th Ave., and 188th Ave. improvement and the 186th Ave. alignment to Veteran Memorial Drive.; and

WHEREAS, on July 1, 2014 Council reviewed the findings of the 30% design effort that quantified the costs to purchase right of way, underground utilities, and construct the improvements. Council provided direction to implement improvements; and

WHEREAS, the costs for these expenditures will be covered from the mitigation fees and city TIF funds; and

NOW, THEREFORE, BE IT RESOLVED that the City of Bonney Lake Council does hereby authorize the Mayor to approve the payment of $90,360 to Puget Sound Energy for the city’s share (40%) of the conversion process from aerial to underground per the Schedule 74 agreement.

PASSED BY THE CITY COUNCIL this 12th day of August, 2014.

________________________________________
Neil Johnson, Jr., Mayor

ATTEST:

________________________________________
Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

________________________________________
Kathleen Haggard, City Attorney
THIS Agreement, dated as of this _th day of August, 2014, is made by and between the CITY OF BONNEY LAKE, WA, a municipality (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy and, pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity is considering conversion of the Company's existing overhead electric distribution system to a comparable underground electric distribution, as more specifically described in the Scope of Work (as defined in Addendum No. 1, below) furnished to the Company by the Government Entity (the "Conversion Project").

C. The Government Entity has requested that the Company perform certain engineering design services and otherwise work cooperatively with the Government Entity to develop a mutually acceptable Project Plan (as defined in paragraph 6, below) for the Conversion Project, in accordance with and subject to the terms and conditions of this Agreement (the "Design Work").

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the Design Work for the Conversion Project.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement.

2. The Government Entity shall, within ten (10) business days after the date of this Agreement, provide the Company with a written scope of work for the Conversion Project which includes, among other things, (a) a reasonably detailed description of the scope of the work required for the Conversion Project, (b) a list of the key milestone dates for the Conversion Project, (c) reasonably detailed drawings showing any associated planned improvements to the Public Thoroughfare, and (d) a statement as to whether the Government Entity desires to install the ducts and vaults for the Conversion Project (the "Scope of Work"). The Government Entity shall provide the Company two (2) hard copies of the Scope of Work and a copy of the relevant electronic file(s) in a mutually agreed electronic format.

3. Within ten (10) business days of its receipt of the Scope of Work, the Company shall prepare and submit to the Government Entity (a) a reasonably detailed, good faith estimate of the cost to perform the Design Work (the "Design Cost Estimate"), and (b) a proposed schedule for completion of the Design Work which, to the extent reasonably practicable, reflects the applicable key milestone dates.
specified in the Scope of Work and provides for completion of the Design Work within ninety (90) business days from the date the Company receives the Government Entity's notice to proceed under paragraph 5, below (the "Design Schedule"). The proposed Design Cost Estimate and the proposed Design Schedule shall be based upon the then-current Scope of Work. Unless otherwise specified in the Scope of Work, the Design Work shall not include negotiation or acquisition of third party property rights but shall include preliminary planning between the Company and the Government Entity regarding their respective obligations for negotiating and acquiring third party property rights.

4. Within ten (10) business days after the Government Entity's receipt of the proposed Design Cost Estimate and the proposed Design Schedule from the Company, the Government Entity and the Company shall meet in order to (a) review the proposed Design Cost Estimate, (b) review the proposed Design Schedule; (c) review the Scope of Work, and (d) make any changes necessary to create a final Scope of Work, final Design Cost Estimate, and final Design Schedule that are reasonably acceptable to both parties. If the parties are unable to agree upon a final version of the Scope of Work, Design Cost Estimate, and/or Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The final Scope of Work, Design Cost Estimate and Design Schedule, once determined in accordance with this paragraph 4, may thereafter be changed or amended only in accordance with the change procedures set forth in paragraph 13, below.

5. The Government Entity shall, within ten (10) business days after determination of the final of the Scope of Work, Design Cost Estimate, and Design Schedule, issue (a) a written notice to proceed which shall delineate the final Scope of Work, Design Cost Estimate, and Design Schedule, or (b) a written notice to terminate this Agreement without cost to the Government Entity. If the Government Entity terminates this Agreement, the costs incurred by the Company in preparing and submitting the Design Cost Estimate and the Design Schedule shall not be reimbursable to the Company, and the rights and obligations of the parties under this Agreement shall be terminated in their entirety and without liability to either party.

6. Following the Company's receipt of the notice to proceed, and within the applicable time period specified in the Design Schedule, the Company shall, with the cooperation and assistance of the Government Entity as outlined in this Agreement, prepare a project plan for the Conversion Project (the "Project Plan") which shall include, among other things, the following: (a) a detailed description of the work that is required to be performed by each party and any third party in connection with the Conversion Project (the "Construction Work"), (b) the applicable requirements, drawings, and specifications for the Construction Work, (c) a description of any operating and other property rights that are required to be obtained by each party for the Conversion Project (and the requirements and specifications with respect thereto), (d) a detailed estimate of the costs to be incurred by each party in its performance of the Construction Work, and (e) a detailed schedule for completing the Construction Work (including, without limitation, the dates for delivery of the ducts and vaults and other materials for use at the site of the Construction Work).

7. The Government Entity shall be responsible for coordinating the Design Work with all other design work to be performed in connection with the Conversion Project and any associated planned improvements to the Public Thoroughfare. The parties shall work together in an effort to mitigate the costs of the Conversion Project to each party, including, without limitation, identifying ways to accommodate the facilities of the Company to be installed as part of the Conversion Project within the Public Thoroughfare.

8. Within the applicable time period specified in the Design Schedule, the Company shall prepare and submit to the Government Entity a proposed initial draft of the Project Plan. The parties understand and acknowledge that the proposed Project Plan submitted by the Company shall be preliminary in nature and shall not include, without limitation, information required to be supplied by the Government Entity (e.g., scope and estimate of the cost of the Construction Work to be performed by the Government Entity).

Design Agreement, Attachment "A" to Schedule 74, Page 2
City of Bonney Lake – 186th Ave E Corridor Project
9. Within the applicable time period specified in the Design Schedule, the Government Entity shall 
(a) review the proposed Project Plan submitted by the Company, (b) complete any information 
required to be supplied by the Government Entity, (c) make any changes required to conform the 
proposed Project Plan to the Scope of Work and this Agreement, and (d) return the amended Project 
Plan to the Company.

10. Within the applicable time period specified in the Design Schedule, the Company shall review the 
amended Project Plan submitted by the Government Entity and notify the Government Entity in writing 
of either the Company's acceptance of, or the Company's specific objections to, the amended Project 
Plan. If the Company makes any objection to the amended Project Plan, and the parties are unable to 
resolve the objections and mutually agree upon the Project Plan prior to the final design date specified 
in the Design Schedule, then either party may, by written notice to the other party, submit the matter 
for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The Project Plan, 
as mutually agreed upon by the parties or established through the dispute resolution process, shall be 
attached to and incorporated in a Project Construction Agreement substantially in the form attached 
hereto as Exhibit A (the "Construction Agreement") which is to be signed by the parties prior to 
commencement of the Construction Work.

11. The parties intend and agree that the Design Work and the Project Plan in its final form shall conform 
to the following requirements:

(a) The Project Plan shall, if requested by the Government Entity in its initial Scope of Work, specify 
that the Government Entity shall install the ducts and vaults for the Conversion Project; provided 
that (i) the parties mutually agree upon and set forth in the Project Plan (A) the costs of such 
installation work to be included in the Cost of Conversion, and (B) the specifications and 
standards applicable to such installation work, and (ii) such installation work is accomplished by 
the Government Entity in accordance with the applicable design and construction specifications 
provided by the Company and set forth in the Project Plan.

(b) Each estimate of the costs to be incurred by a party shall, at a minimum, be broken down by 
(i) the design and engineering costs, (ii) property and related costs, including any costs of 
obtaining operating rights, and (iii) construction costs, including and listing separately inspection, 
labor, materials, and equipment.

(c) All facilities of the Company installed as part of the Conversion Project shall be located, and all 
related property and operating rights shall be obtained, in the manner set forth in the applicable 
provisions of Schedule 74. The Project Plan shall describe in detail the location of such facilities, 
any related property and operating rights required to be obtained, and the relative responsibilities 
of the parties with respect thereto.

(d) The schedule set forth in the Project Plan for completing the Construction Work shall include, at a 
minimum, milestone time periods for completion of the Trenching, installation of ducts and vaults, 
the construction and removal of any Temporary Service, and the removal of overhead facilities.

(e) The Project Plan may include the specification of work and requirements for Government- 
Requested Upgrades and Company-Initiated Upgrades; provided, however, that the costs 
incurred by the Company with respect to the design and engineering of Company-Initiated 
Upgrades shall not be included in the costs reimbursable to the Company under this Agreement or the Construction Agreement. For purposes of the foregoing, (i) the term "Government- 
Requested Upgrade" shall mean any feature of the Underground Distribution System which is 
requested by the Government Entity and is not reasonably required to make the Underground 
Distribution System comparable to the overhead distribution system being replaced, and (ii) the 
term "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System 
which is required by the Company and is not reasonably required to make the Underground 
Distribution System comparable to the overhead distribution system being replaced. For
purposes of subparagraph (ii), above, a "comparable" system shall include, unless the parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less) of such diameter and number as may be specified and agreed upon in the final Scope of Work necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced. For purposes of subparagraph (i), above, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.

(f) The Project Plan shall set forth all specifications, design standards and other requirements for the Construction Work and the Conversion Project, including, but not limited to, the following: (i) applicable federal and state safety and electric codes and standards, (ii) applicable construction and other standards of the Company, and (iii) applicable street design and other standards of the Government Entity which are in effect as of the commencement of the Conversion Project.

12. Upon request of the Government Entity, and in any event at the times specified in the Design Schedule, the Company shall provide periodic reports which compare the actual costs of the Design Work incurred to that point in time to the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below. Further, if at any time the Company reasonably expects that the actual cost of the Design Work will exceed the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below, the Company shall notify the Government Entity immediately. Upon receipt of the Company’s notice, the Government Entity may, at its option,

(a) notify the Company in writing that this Agreement is terminated; or

(b) request a reasonably detailed explanation supported by documentation (reasonably satisfactory to the Government Entity) to establish that the actual costs in excess of the Design Cost Estimate are:
   (i) reasonable,
   (ii) consistent with the Scope of Work, and
   (iii) consistent with sound engineering practices.

If the Government Entity requests an explanation, the Government Entity shall, within ten (10) business days after receipt of the explanation,

(a) change the Scope of Work in accordance with paragraph 13, below, or

(b) direct the Company to continue with the Design Work without a change in the Scope of Work, but reserving to the Government Entity the right to dispute the reasonableness of the costs to be paid the Company under paragraph 14, below, in accordance with the dispute resolution procedures in paragraph 16, below, or

(c) direct the Company to discontinue performing the Design Work pending resolution, pursuant to paragraph 16, below, of any dispute regarding the reasonableness of the costs, in which event the Design Schedule will be adjusted to reflect the delay, or

(d) notify the Company in writing that this Agreement is terminated.

In the event the Government Entity terminates this Agreement or discontinues the performance of the Design Work under subparagraph (c), above, for more than ninety (90) days, the Government Entity shall pay the Company for all costs incurred by the Company in its performance of the Design Work prior to the date the Company receives the Government Entity’s notice of termination, plus any costs incurred by the Company for materials and other items ordered or procured by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. The foregoing payment obligation shall survive any termination of this Agreement.
13. (a) Either party may, at any time, by written notice thereof to the other party, request changes to the Scope of Work (a "Request for Change"). No Request for Change shall be effective and binding upon the parties unless signed by an authorized representative of each party. If any approved Request for Change would cause an increase in the cost of, or the time required for, the performance of any part of the Design Work, an equitable adjustment in the Design Cost Estimate and the Design Schedule shall be made to reflect such increase. The parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the parties are unable to agree upon the terms of the equitable adjustment, either party may submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each party shall, if requested by the other party, proceed with the Design Work in accordance with the Request for Change. Any such request to proceed must be accompanied by a written statement setting forth the requesting party's reasons for rejecting the proposed equitable adjustment of the other party.

(b) The Design Cost Estimate and/or the Design Schedule shall be equitably adjusted from time to time to reflect any change in the costs or time required to perform the Design Work to the extent such change is caused by: (i) any Force Majeure Event under paragraph 17, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost, schedule or other aspect of the Design Work and was not known by or disclosed to the affected party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Design Work which are expressly identified by the parties in the final Scope of Work. Upon the request of either party, the parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the parties are unable to agree upon the terms of the equitable adjustment, either party may submit the matter for resolution pursuant to the dispute resolution provisions in paragraph 16, below.

14. Upon completion of the Design Work (i.e., the date on which the Project Plan is final under paragraph 10, above, either by mutual agreement of the parties or as established through the dispute resolution procedures), the Government Entity shall pay the Company all actual, reasonable costs to the Company for the Design Work (which, if disputed in good faith by the Government Entity, may be submitted by either party for resolution pursuant to the dispute resolution provisions in paragraph 16, below), plus any costs incurred by the Company for materials and other items ordered by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. If, thereafter, the Construction Agreement is executed by the parties and the Conversion Project is completed within five (5) years from the date of this Agreement, the full amount of the costs incurred by the Company in its performance of the Design Work shall be included in the "Shared Company Costs" under the Construction Agreement and any payment of such amounts under this Agreement shall be credited to the Government Entity in calculating the "Net Amount" payable under the Construction Agreement.

15. Within sixty (60) business days after completion of the Design Work, the Company shall issue to the Government Entity an itemized invoice for the amounts payable under this Agreement. Such invoice shall be in a form mutually agreed upon by the Company and the Government Entity and shall, at a minimum, itemize the design and engineering costs, including and listing separately inspection, labor, materials and equipment. In the event the Government Entity does not verify such invoice within ten (10) business days of receipt, the Government Entity shall provide a written request to the Company specifying the additional information needed to verify the invoice. The Company will provide, within a reasonable period after receipt of any request, such documentation and information as the Government Entity may reasonably request to verify such invoice. The Government Entity shall pay the Company all amounts payable under this Agreement within thirty (30) days after receipt of the Company's invoice. Payment as provided in this Agreement shall be full compensation for the Company's performance of the Design Work, including without limitation all services rendered and all materials, supplies, equipment, and incidentals necessary to complete the Design Work.

Design Agreement, Attachment “A” to Schedule 74, Page 5
City of Bonney Lake – 186th Ave E Corridor Project

Agenda Packet p. 47 of 64
16. Dispute Resolution Procedures:

(a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the parties. A party who wishes dispute resolution shall notify the other party in writing as to the nature of the dispute. Each party shall appoint a representative who shall be responsible for representing the party’s interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the parties’ representatives in writing to the senior management of the parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the parties may agree upon), each party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.

(b) Any claim or dispute arising hereunder which relates to the Scope of Work, Design Cost Estimate, and Design Schedule under paragraph 4, above; the Project Plan under paragraph 10, above; or any Request for Change (including, without limitation, any associated equitable adjustment) under paragraph 13, above; and is not resolved by senior management within the time permitted under paragraph 16(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.

(c) In connection with any arbitration under this paragraph 16, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the parties. Each party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys’ fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing party's costs and expenses by the other party.

(d) Unless otherwise agreed by the parties in writing, the parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

17. In the event that either party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that party’s performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a third party; or any failure or delay in the performance by the other party, or a third party who is not an employee, agent or contractor of the party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

18. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company’s electric Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.
19. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity:

Attn: ____________________________
Fax: ____________________________

If to the Company:

Puget Sound Energy, Inc.
3130 So. 38th St
Tacoma, WA 98409
Attn: Jeff Payne
Fax: (253) 476-6323

Either party may change its address specified in this paragraph by giving the other party notice of such change in accordance with this paragraph.

20. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.

21. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties.

22. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the parties, including but not limited to, any entity to which the rights or obligations of a party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:

City of Bonney Lake, Washington

BY ____________________________
ITS ____________________________
Date Signed ____________________________

Company:

PUGET SOUND ENERGY, INC.

BY: Jeff Payne
ITS: Municipal Liaison Manager
Date Signed 8/8/14
Addendum No. 1

Scope of Work

Undergrounding Utilities for the 186th Ave E Corridor Improvement Project

The City of Bonney Lake is in the design phase of street improvements along 186th Ave E between 90th St E and 88th St E, continuing along 88th St E to 188th Ave E where the project terminates. It is the desire of the city to underground all dry utilities per Ordinance 1283 by City Council. To this end the effort of this scope will be to design and construct the project of the Downtown redevelopment in accordance with this mandate.

The joint utility trench will be designed to convey all PSE, CenturyLink, and Comcast appurtenances. The trench and location of vaults will be conjointly determined by the City and PSE pursuant to the overall project design to be performed by KPG. The City will be responsible for the installation of all PSE ducts and vaults associated with this project.

Approximate Key Milestone Dates

Design Agreement, Attachment "A" to Schedule 74, Page 8
City of Bonney Lake – 186th Ave E Corridor Project
(to be revised as initial project design progresses)

Design Agreement Executed
Design Cost Estimate and Design Schedule by PSE
Review Design Cost Estimate and Design Schedule (PSE and COBL)
Agreement Approved by Council
Notice to Proceed by COBL
Design Work (90 working days begins)
30% Design Review
90% Design Review
Final Plans Submitted
Anticipated Construction Start Date

Drawings

[Will be included as Attachment A2 when project design is sufficiently developed]
FACILITY MODIFICATION
ESTIMATE OF COSTS

To: City of Bonney Lake
8720 Main St E
P.O. Box 7380
Bonney Lake, WA 98391-0944

Attn: John Woodcock

Date: 05/16/14

Project Description: Bonney Lake, 186th Av E, Schedule 74 Conversion, approx 600ft.
Location: 186th Av E, 88th St E to 90th St E
PSE Engineering: Andy Lowrey

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<th>Estimate Type</th>
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<th>Materials</th>
<th>Construction</th>
<th>Engineering &amp; Management</th>
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<th>Overhead</th>
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<tr>
<td>Schedule 74 Shared Cost</td>
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This is a conceptual level estimate.
Basis for this estimate is the preliminary scope of work provided by the City of Bonney Lake on April 24, 2014.
Refer to PSE Rate Schedule 74 for terms and conditions (consult with Jeff Payne, PSE - MLM).
The jurisdiction is responsible for all trench, backfill, and restoration functionality including surveying and is not included in this estimate.
Coordination activity for other utilities sharing the utility trench is the responsibility of the city and is not included in this estimate.
Design of the shared utility trench is the responsibility of the city and is not included in this estimate.
Right of way estimates are not available at this time.
CITY OF BONNEY LAKE
186TH CORRIDOR IMPROVEMENTS PROJECT
PIERCE COUNTY, WASHINGTON
MAY 2014

LOCATION MAP

VICINITY MAP

Policing and Staffing
Approval:

Agenda Packet p. 54 of 64
Agenda Subject: Confirming the Mayor's Appointment of Contract Prosecuting Attorney

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Professional Services Agreement With Elisa J. Wood As The Contract Prosecuting Attorney.

Administrative Recommendation: Approve

Background Summary: Prosecuting Attorney Maili Barber will be taking 12 weeks of FMLA beginning or around September 1, 2014 for the birth of a child. Ms. Wood will work with Ms. Barber prior to her leave of absence so as to become familiar with the cases and processes of the City. During Ms. Barber's leave, Elisa Wood will provide contract prosecutorial services to the City for an average of 35 hours per week. The City will pay Ms. Wood for all full months in the position at $4,000 per month. In addition, there may be a month or some months that are not full months due to the exit/return of the Ms. Barber. In the instance that Ms. Wood does not work a full month, she will be paid on a pro-rata basis at $1,000 per week. It is anticipated that Ms. Wood will start on August 18, 2014.

Attachments: none

BUDGET INFORMATION

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<th>Required Expenditure</th>
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Budget Explanation: The amount required was not budgeted in the 2013/2014 biennial budget.

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:  
Date:  
Chair/Councilmember:  
Councilmember:  
Councilmember:  
Forward to:  
Consent Agenda: Yes No

Commission/Board Review:  
Hearing Examiner Review:  

COUNCIL ACTION

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

APPROVALS

Director:  
Mayor:  
Date Reviewed by City Attorney:  
(if applicable):  

RESOLUTION NO. 2405

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH ELISA J. WOOD AS THE CONTRACT PROSECUTING ATTORNEY.

WHEREAS, the City’s current Prosecuting Attorney will be taking up to 12 weeks off for approved Family and Medical Leave under the federal Family and Medical Leave Act; and

WHEREAS, the City will need a contract attorney to provide temporary prosecutorial services in the absence of the regular Prosecuting Attorney; and

WHEREAS, the City Council authorizes the expenditure of funds for this temporary contract in addition to those budgeted for the of Prosecuting Attorney’s position in the 2013/2014 biennial budget; and

WHEREAS, the City has completed a recruitment and interview process with four candidates and recommends a professional services agreement with Elisa J. Wood;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Agreement between the City of Bonney Lake and Elisa J. Wood, attached hereto and incorporated herein by this reference.

PASSED BY THE CITY COUNCIL this 12th day of August, 2014.

__________________________________________
Neil Johnson, Jr., Mayor

ATTEST:

__________________________________________
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

__________________________________________
Kathleen Haggard, City Attorney
PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of ___ , 2014, by and between the City of Bonney Lake ("City") and Elisa J. Wood ("Consultant").

The parties hereby agree as follows:

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

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

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

Acceptance of final payment by the Consultant shall constitute a release of all claims, related to payment under this Agreement, which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The Consultant and any sub-consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all
litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

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

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

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

7. **Nondiscrimination and Legal Compliance.** Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, gender, age or disability 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. Consultant understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

9. **Termination by City.** The City may terminate this Agreement at any time upon not less than ten (10) days written notice to Consultant, subject to the City's obligation to pay Consultant in accordance with subsections A, B, and C below.
A. In the event this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost of work complete at the time of termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized Extra Work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the termination notice. If the accumulated payment(s) made to the Consultant prior to the termination notice exceeds the total amount that would be due as set forth in this subsection, then no final payment shall be due and the Consultant shall immediately reimburse the City for any excess paid.

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

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

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

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

12. Indemnification / Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Insurance.

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

Consultant shall obtain insurance of the types described below:

1. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

2. **Professional Liability Insurance** appropriate to the project.

B. **Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. **Professional Liability insurance** shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

C. **Other Insurance Provisions**

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

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

2. The Consultant’s insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. **Acceptability of Insurers**

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

E. **Verification of Coverage**

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

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

14. ** Entire Agreement.** This Agreement represents the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party’s right to demand strict performance of that or any other provision of this Agreement any time thereafter.

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

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

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

**CITY OF BONNEY LAKE**

By: __________________________
    Neil Johnson, Mayor

**CONSULTANT**

By: __________________________

Attachments:
Exhibit “A”

Scope of Work

The contract prosecutor would provide temporary prosecutorial work while the City’s prosecuting attorney is on a leave of absence. All work would be provided under this professional services agreement and would require an average of 35 hours per week. The contract prosecutor would need to be in court every Monday (except jury week – the last week of the month, every Wednesday (including trial week), the second and third Thursdays, and Tuesdays and Fridays when needed for motions, trials or appeals. In addition to the time spent in the courtroom, the contract prosecutor will need to hold some office hours for meetings with interested parties and provide administrative prosecutorial work. It is anticipated that the contract prosecutor will work with the City beginning August, 18, 2014 and work through December 31, 2014; however, those dates may be subject to change.
Exhibit "B"

Payment

The City will pay the contract prosecutor for all full months in the position at $4,000 per month. In addition, there may be a month or some months that are not full months due to the exit/return of the current prosecutor. The contract prosecutor will be paid on a pro-rata basis ($1,000 per week) for each month that he/she does not work a full month.