RESOLUTION NO. 2357

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, AWARDING THE SR 410 INTERSECTION SIGNALIZATION RIGHT OF WAY ACQUISITION SERVICES AGREEMENT TO UNIVERSAL FIELD SERVICES.

WHEREAS, the City Council approved Resolution 1807 on May 13, 2008 to acquire the necessary right of way for the Downtown Improvements Project; and

WHEREAS, the City Council approved Resolution 1960 on August 25, 2009 approving the construction of the Downtown Improvements Project; and

WHEREAS, the Public Works Engineering staff chose to purchase just the right of way needed for Phase 1 of the Downtown Improvements as a cost savings measure leaving the remaining 991 square feet for the Downtown Improvements Project Phase 2 effort; 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 Universal Field Services in the amount of $13,445.06 to negotiate the sale of the remaining right of way for the Downtown Improvements Project Phase 2 construction effort.

PASSED BY THE CITY COUNCIL this 28th day of January, 2014.

[Signature]
Neil Johnson, Jr., Mayor

ATTEST:

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

APPROVED AS TO FORM:

[Signature]
Kathleen Haggard, City Attorney
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this day of [January], 2014, by and between the City of Bonney Lake ("City") and Universal Field Services, Inc. ("Consultant").

The parties hereby agree as follows:

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

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

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

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

The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.
4. **Changes in Work.** The Consultant shall make all revisions and changes in the work completed under this Agreement as are necessary to correct errors, when required to do so by the City, without additional compensation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF BONNEY LAKE**

By: Neil Johnson Jr., Mayor

**CONSULTANT**

By: Mitch Legel, SR/WA, Region Manager

**Attachments:**

Exhibit A: Scope of Work  
Exhibit B: Rates - Fee Estimate
EXHIBIT A

SCOPE OF WORK

Sumner Buckley Hwy / SR410 Intersection Signalization
Right of Way Acquisition Services

Federal funds are participating in the project, and assumed particularly in the Right of Way phase, therefore Universal Field Services, Inc. (UFS) will complete all Right of Way services in accordance with the City of Bonney Lake’s (CITY) Washington State Department of Transportation’s (WSDOT) approved Right of Way Acquisition Procedures, the federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA), WSDOT Local Agency Guidelines – Section 25 (Right of Way Procedures), and the Washington Administrative Code (WAC 468-100) state Uniform Relocation Assistance and Real Property Acquisition.

Based on preliminary schematic exhibits provided to UFS and discussions with CITY, it is assumed a partial fee simple acquisition is required from one (1) tax parcel known as the Dairy Queen site as shown in Table A below. Right of Way plans or other reliable design information is not available for use at this time. Additional parcels or real property rights other than those shown in Table A will require an amendment to this scope of work and related fee estimate.

This scope of work is based on the following:
1.) Review of preliminary schematic exhibits.
2.) Discussions with CITY staff
3.) Review of limited public on-line information (mapping / ownership information)

A. Preparation and Administration - Discuss, strategize and plan overall process with CITY staff. Attend project kickoff meeting with CITY and up to two (2) progress meetings – CITY office. Progress meetings can be facilitated by conference calling if preferred. Provide up to six (6) monthly progress reports indicating the work completed for the invoiced month, anticipated work for the following month, and identify issues requiring the CITY’s input or assistance. UFS will provide sample acquisition documents for the CITY’s review and approval for use. The CITY’s pre-approved forms will be used when provided. When appropriate, prepare parcel files to include fair offer letters, recording and ancillary documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations.

Deliverables:
- Attend Project Kickoff Meeting – CITY office
- Attend two (2) Progress Meetings – CITY office
- Provide six (6) Monthly Progress Reports
- Coordinate CITY approval of Acquisition forms for project use
- Prepare parcel acquisition files for negotiations

B. Ownership / Title Review – Conduct ownership research and perform reviews of existing right of way information through limited public online information, review available City records. Obtain title report from the CITY for the parcel(s) shown in Table A. Review special exceptions described in each title report to determine the CITY’s acceptance of title at closing. Provide the CITY with a parcel summary memo listing ownerships, title exceptions, etc.

Deliverable:
- Prepare parcel summary memo listing ownerships, title exceptions, etc.
C. **Public Outreach** - Assist CITY in preparation of a boilerplate “Introduction Informational Letter” for delivery to the owner(s) of the parcel(s) shown in Table A. The letter will describe the purpose of the project, the project schedule; identify the CITY’s consultant(s) and their purpose.

**Deliverables:**
- Boilerplate “Introduction Informational Letter” for delivery by CITY to all impacted property owners via regular U.S. Mail. UFS will assist with delivery if needed.

D. **True Cost Estimate** — A True Cost Estimate (TCE) will be completed because it is assumed the estimated amount of just compensation for the parcel(s) shown in Table A will exceed the City’s WSDOT approved Appraisal Waiver limit of $25,000 and the acquisition may be complicated. We anticipate there is no benefit to completing a Project Funding Estimate (PFE) unless real property rights are required from additional parcels with estimates of just compensation under the Appraisal Waiver Limit. Appraisal and Appraisal Review reports will be completed for each parcel shown in Table A. Generally, the TCE is a tool to be used for confirming estimated Right of Way costs with the understanding all properties impacted will be appraised.

The TCE will be prepared in accordance with the CITY’s WSDOT approved Right of Way Acquisition procedures, and WSDOT’s Local Agency Guidelines – Section 25 (Right of Way Procedures). The data used to complete a TCE may not be as reliable as in the PFE. Confirmed comparable market sales data is required in the PFE, whereas county assessed values may be used in the TCE. This is primarily why the Appraisal Waiver process is not allowed when a TCE is being used.

Individual parcel worksheets will be prepared to estimate the amount of just compensation using Pierce County’s adjusted assessed values and information to be obtained from the project Right of Way plan(s). Estimated amounts of just compensation from each parcel worksheet will be entered into a project summary worksheet to include other items of right of way related costs for review and use by the CITY.

Based on the information currently available, it is assumed one (1) tax parcel may require the acquisition of real property rights to be included in the TCE. As mentioned earlier, it is assumed the parcel(s) shown in Table A will be appraised. Upon completion of the TCE, UFS will coordinate with the CITY and submit to WSDOT for review.

**Deliverables:**
- True Cost Estimate (TCE)

E. **Relocation Assistance Services** — It is assumed there are no persons or personal property displaced by this project, therefore Relocation Assistance per Federal and WSDOT guidelines is not required.

**Deliverables:**
- Not Applicable

F. **FHWA Funds Authorization for ROW** — Shortly after the Right of Way Plans, and the TCE have been submitted to WSDOT and assuming NEPA clearance has been obtained, the CITY would typically receive a letter (obligation of funds) from FHWA through WSDOT Highways and Local Programs authorizing the use of federal funds to acquire Right of Way. This letter of authorization is required in order for the CITY to receive federal funding participation and reimbursement for costs incurred with subsequent Appraisal, Appraisal Review, and Acquisition Negotiation services.

**Deliverable:**
- For informational purposes only.
G. Appraisal & Appraisal Review – Upon completion of the TCE and the CITY’s receipt of authorization from FHWA to use federal funds for Right of Way acquisition, UFS will subcontract and manage the Appraisal and Appraisal Review process with appraisal firms previously qualified by WSDOT and certified by the State of Washington. The Appraisal and Appraisal Review reports will be prepared in accordance with the Uniform Standards of Professional Appraisal Practices, Washington State Department of Transportation (WSDOT) Local Agency Guidelines, current WSDOT Right of Way Manual (in particular, Chapters 4 and 5), and the URA.

It is assumed one (1) Appraisal and Appraisal Review report may be required. Total number of Appraisals and Appraisal reviews is subject to change based on project design revisions, and real property rights that may be required from additional parcels.

UFS staff to attend appraisal inspections to ensure the property owners understands the real property rights being appraised; to ascertain what is personal property and real property, and to help build the trust and rapport needed to assist in reaching an amicable agreement.

Appraisal scope of work and expenses for specialty studies exclude: hazardous materials research, testing, estimating (ESA Phase 1, 2, or 3), parking modification estimates, driveway / access layouts, etc.

Completed Appraisals and Appraisal Reviews will be submitted to the CITY for written approval establishing the amount of Just Compensation to be offered the property owner.

Deliverables:
- One (1) Appraisal report
- One (1) Appraisal Review report

H. Acquisition Negotiation – Acquire real property rights from one (1) tax parcels as shown in Table A below. Upon written approval from the CITY approving the appraised amount of just compensation, UFS will prepare the offer package(s) and promptly present offer(s) to purchase all required real property interests and negotiate in good faith to reach a settlement with each property owner(s). Offers will be presented in person when at all possible.

Negotiations will be conducted in accordance with statutory and regulatory requirements and will include: Presentation of offers in person; Coordination of administrative settlement approvals with the CITY; Negotiate as necessary with lien holders, assisting escrow in the closing process; Prepare and maintain parcel files to include fair offer letters, acquisition documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations.

Negotiations shall not be deemed to have failed until at least three significant meaningful contacts have been made and documented with each owner and/or their representative through direct personal contacts. Out-of-area owner(s) will be contacted by telephone and by certified mail. If negotiations reach an impasse, UFS will provide the CITY with written notification. The filing and cost of condemnation proceedings shall be the responsibility of the CITY.

Deliverables:
- Completed Acquisition file including necessary records of all right of way negotiation services.

I. Parcel Closeout – Escrow Closing - Upon securing required acquisition agreement(s), UFS will submit the necessary acquisition documents and closing instructions to the designated Title/Escrow Company. Work with the Title/Escrow Company in order to obtain release documentation from the
encumbrance(s) of public record that are not acceptable to the CITY in order to provide clear title to the property being acquired, subject to the CITY’s title clearing guidelines. The Escrow Company shall prepare and obtain the owner(s) signature on the necessary closing documents. UFS will coordinate signatures on closing documents for submittal to the CITY and payment(s) to the owner(s); coordinate with the Escrow/Title Company in filing documents with Pierce County.

Deliverable:
- Completed original Acquisition file(s).

J. **Right-of-Way Certification** – Since there are federal funds participating in the project, Right of Way Certification will be coordinated and completed through WSDOT Real Estate Services. Right of Way acquisition files will be prepared and completed to the satisfaction of a WSDOT Right of Way review to support federal aid participation. UFS will further coordinate right of way activities with WSDOT’s Local Agency Coordinator, Mr. Paul Lovgren, as needed throughout the project.

**Additional Work** - If other tasks are required to be performed or there are changes in pertinent information or if negotiations exceed the industry standard for a good faith effort to negotiate (three “in-person” landowner contacts), UFS reserves the right to request additional compensation as an equitable adjustment. UFS shall not be responsible for delays caused beyond its control.

<table>
<thead>
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<th>No.</th>
<th>Tax Parcel No</th>
<th>Taxpayer / Owner</th>
<th>Property Use</th>
<th>Property Rights to be Acquired</th>
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<tr>
<td>1</td>
<td>5640001444</td>
<td>Thiery, Charles C. &amp; Ann M.</td>
<td>Dairy Queen (fast food)</td>
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</tbody>
</table>

**TABLE A**

CITY will provide the following:

1. Preliminary Commitments (Title Reports) for all parcels shown in Table A above. If requested, UFS will order title reports or any updates. The title company will bill the CITY directly for each report.
2. Approve designation of the escrow company used for this project. The escrow company will bill the CITY directly for all escrow services provided.
3. Right of Way Plans and Drawings, Maps, Exhibits, Right of Way Staking, etc., as necessary.
4. Legal descriptions in electronic format for all real property rights to be acquired.
5. Form approval, in electronic format, of all legal conveyance documents prior to use (i.e. offer letters, purchase and sale agreements, escrow instructions, easements, deeds, leases and permits).
6. Review and approval of all determinations of value, established by the project appraisers, and provide written authorization prior to offers being made to property owners.
7. Payment of any and all compensation payments to property owners, recording fees, legal services and any incidental costs which may arise necessary to complete each transaction.
8. Send “Introduction Letters” to property owners as necessary.
## EXHIBIT B

### RATES – FEE ESTIMATE

#### DIRECT SALARY COSTS (DSC)

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<th>Personnel</th>
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<th>Rate</th>
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<tr>
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<td>Acquisition Specialist</td>
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<td>Sr Administrative Specialist</td>
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Total Hours 104.0 Subtotal Direct Salary Costs (DSC) = 4,218.00

Overhead (OH) 67.64% of DSC = 2,853.06

Fixed Fee (FF) 30% of DSC = 1,265.40

**TOTAL DSC = 8,336.46**

#### DIRECT NONSALARY COSTS (DNSC)

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<th>Mileage</th>
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<td>Miscellaneous Expenses</td>
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**TOTAL DNSC = 732.80**

#### SUBCONSULTANTS

- Appraisal (1 each) Strickland Heischman & Hoss 3,000.00
- Dairy Queen Sign Estimate Strickland Heischman & Hoss 490.00
- Appraisal Review (1 each) The Granger Company 800.00
- 2% Administrative (B&O taxes, etc.) 85.80

**TOTAL SUBCONSULTANT FEES = 4,375.80**

**TOTAL ESTIMATED AMOUNT = 13,445.06**

### Notes:

1. Universal reserves the right to re-negotiate estimate total if Notice to Proceed not provided within 180 days from the date of this estimate.
2. Mileage to be billed at $0.565/mile or the approved IRS rate at the time mileage is incurred.
3. See Scope of Work identifying the parcels and real property rights to be acquired from each.
4. Reimbursable miscellaneous expenses, including but not limited to: ferry fees, postage, parking printing, long distance telephone, etc., at cost - no markup.
5. This fee estimate is based on discussions with City staff, preliminary schematic exhibits provided by the City, review of limited online owner information. ROW plans not available at this time.
6. It is assumed federal funds are participating in the ROW phase.
# EXHIBIT B

## ESTIMATED HOURS WORKSHEET

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<th>No.</th>
<th>Tax Pcl No.</th>
<th>Owner</th>
<th>Current Use</th>
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- Attend kick off meeting - City Office: 4 0 0 120
- Attend 2 progress meetings - City Office: 4 4 0 240
- Provide 6 monthly progress reports: 1.5 1.5 3 0
- Coordinate Acquisition document approvals with City: 1 0 2 0
- Parcel Summary Memo - Title Exceptions: 0 0 2 0
- Assist City with Introduction Informational Letter: 1.5 0 0.5 0
- Prepare True Cost Estimate: 8 6 1 120
- Prepare and manage sub-consultant agreements: 4 0 1 0
- Right of Way Certification: 2 2 3 120

Total: 31 52 21 1120
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

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**Agenda Subject:** Award the SR 410 Intersection Signalization Right of Way Acquisition Services Agreement to Universal Field Services.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Award The SR 410 Intersection Signalization Right Of Way Acquisition Services Agreement To Universal Field Services.

**Administrative Recommendation:**

**Background Summary:** The SR 410 - Veterans Memorial Drive (VMD) Intersection Improvement project has one right of way acquisition remaining before the next phase of project advertisement and construction can begin. The remaining acquisition required is a portion of 991 square feet required to obtain the turning radius for the dedicated right turn lane west bound on SR 410 on to VMD. Additional costs to acquire this ROW will include payment for the land and relocation of the Dairy Queen sign.

**Attachments:** Resolution, Map, PSA

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
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<td>$50,000</td>
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**Budget Explanation:** 301.045.032.595.20.63.01 - SR 410 & VMD Intersection Improvements - DQ ROW

**COMMITTEE, BOARD & COMMISSION REVIEW**

<table>
<thead>
<tr>
<th>Council Committee Review:</th>
<th>Community Development</th>
<th>Date: 21 January 2014</th>
<th>Approvals:</th>
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<tr>
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<td>Chair/Councilmember</td>
<td>Donn Lewis</td>
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<td>Councilmember</td>
<td>James Rackley</td>
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<td>Councilmember</td>
<td>Randy McKibbin</td>
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Consent Agenda: ☑ Yes ☐ No

**Commission/Board Review:**

**Hearing Examiner Review:**

**COUNCIL ACTION**

<table>
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<tr>
<th>Workshop Date(s):</th>
<th>Public Hearing Date(s):</th>
<th>Tabled to Date:</th>
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**APPROVALS**

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