Community Development Committee
March 17, 2015 Scheduled Meeting

City of Bonney Lake Justice and Municipal Center, 3rd Floor Conference Room.

The meeting was called to order at 4:00 P.M. and adjourned at P.M.

Roll Call:
Chairperson Donn Lewis
Councilmember James Rackley
Councilmember Randy McKibbin

Attendees:
Public Works Director, Dan Grigsby
Community Development Director, John Vodopich

I. Discussion/Presentation:

1. 186th Ave Corridor Project update-Dan Grigsby

II. New Business/Action Items:

1. Approval of March 03, 2015 CDC Meeting Notes.
3. AB15-41, Resolution 2446, Agreement with Parametrix to modify communications at SCADA Central in conjunction with site upgrades.
4. AB15-47, Resolution 2448, Authorize a Local Agency Agreement with WSDOT to Adhere to All Federal Rules Applying to the Grant

III. Actions Under Development by Staff:

1. Ordinance – Residential and Commercial Frontage Maintenance Responsibilities in the City Right of Way.
3. Street Light Conversion to LED fixtures/lamps.

City of Bonney Lake
P.O. Box 7380 ◆ 9002 Main Street E
253.862.8602 ◆ Fax: 253.862.8538
Bonney Lake, WA 98391-0944
<table>
<thead>
<tr>
<th>Milestone Events</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>186th Corridor Improvements</td>
<td>Project Objectives and Milestones</td>
</tr>
</tbody>
</table>

- **NTP To Contractor**
  - Award Contract
  - Open Bids
  - Advertisement IS&PE

- **Update PG&E Plans (Second Review comments)**
  - Submit 100% PG&E Plans (including UC plans) to City for Review
  - City sends submission to PG&E

- **KGE Submits 90% PG&E Plans (First review comments)**
  - KGE submits 90% PG&E Plans to City
  - City sends letter to KGE

- **ROW Consultant Begins Property Acquisition Process with Offer Letters**
  - KGE submits Letterhead Plan to City

- **City Submits Legal Descriptions to ROW Consultant**
  - City receives legal descriptions

- **Utility Coordinator Meeting**
  - Utilities submitted to DOE

- **KGE No-Fit Meeting - PSE & Design Team**
  - KGE sends completed the reports to KGE survey

- **KGE receives Consultant's physical plans from Randell Title Company**

- **City receives Final Reports from Randell Title Company**
  - City receives Preliminary Design Plans
  - City receives ASB documents
  - City receives Approvals

- **ROW Consultant completes administrative and survey summary for 8 parcels**

- **Schedule 4A made to PSE**
  - Schedule 4A request made to PSE

- **Existing Water Closet - 50% completed by City**
  - Contract to purchase ROW approved by Council

- **Actual Costs Estimation Review by City**
  - Contract plans approved by Council

- **Actual Dates**

- **1/15/2013**
- **10/17/2014**
- **6/5/2015**
- **2/7/2016**
- **3/7/2014**
- **3/1/2015**
- **9/3/2015**
- **7/1/2014**
- **10/3/2014**

- **March Update**
Community Development Committee
March 3, 2015 Scheduled Meeting

City of Bonney Lake Justice and Municipal Center, 3rd Floor Conference Room.

The meeting was called to order at 4:00 P.M. and adjourned at 4:54 P.M.

Roll Call:
Chairperson Donn Lewis
Councilmember James Rackley
Councilmember Randy McKibbin

Attendees:
Public Works Director, Dan Grigsby
Community Development Director, John Vodopich
Assistant Public Works Director, Charlie Simpson
Senior Planner, Jason Sullivan

I. Discussion/Presentation:

1. Grinder Pumps. As requested by the CDC, Assistant PW Director Simpson reviewed the point paper discussing PROs and CONs of the City assuming maintenance and operation responsibility for private grinder pumps. CDC agreed that it would be best for the City to service only the current grinder pumps and, when possible, transfer ownership of existing grinder pumps to individual homeowners. Director Grigsby was asked to determine whether City ownership of the remaining pumps was mandated, in perpetuity, by the original federal grant; Or, whether there was a way for the City to divest itself of these pumps by requiring transfer of ownership to the benefiting property owners. CDC also asked Director Grigsby to determine whether or not overhead costs were applicable to the surcharge and if so, how much that could be.

2. CDC asked for an update on the 186th Avenue Corridor project. Director Grigsby indicated that the acquisition of the necessary Right of Way (ROW) was at the point where property owners would be contacted and negotiations for the sale of the ROW on their parcel would begin. He also indicated that the 100% design of Phase-I and the 90% design of Phase-II construction contracts were on schedule. CDC asked that more details be provided at the next CDC meeting.

3. CDC asked for an update on the Comprehensive Plan Transportation Element and TIF rate analysis update. Senior Planner Sullivan indicated that PW and CD staffs have been meeting to determine locations for future roads and that this information would shortly be provided to the Mobility Element consultant so cost estimates and modeling could occur. The modeling will determine when population growth and concurrent traffic increases will occur and in what order the transportation projects are most likely to be needed and built. The modeling would also determine the percent cost of each project that is eligible to be part of...
the TIF rate calculation. The actual TIF rate analysis will be accomplished by a separate follow-on contract.

4. The next CDC meetings will be held on 17 March (Saint Patrick’s Day) and 7 April.

II. New Business/Action Items:
1. Approval of February 17, 2015 CDC Meeting Notes. Meeting notes were approved as written.

2. AB15-29, Resolution 2439, Interlocal Agreement Among The Cities Of Auburn And Bonney Lake For Revision Of Water District Boundaries. CDC members reviewed the proposed water service area boundary line adjustment that was supported by both Bonney Lake and Auburn staff. This update will result in a boundary line that follows the perimeter of actual developments that have been built instead of cutting through these developments. CDC forwarded this action to the 10 March 2015 City Council meeting, on the consent agenda.

3. AB15-32, Resolution 2441, Sewer Manhole Rehabilitation Services, 2015-2018. Director Grigsby presented this contract stating that it is the second Indefinite Delivery Quantity (IDQ) contract for sewer manhole repairs. He indicated that the first three-year contract had been very successful and was one of the reasons that the city had such a low Inflow and Infiltration (I&I) rate in its sewer system. Further, the use of a small local company (who will be awarded this follow-on contract) to accomplish this work had minimized the cost to make these repairs. Most of these manholes had been in service since the late 1960s and were in need of minor repairs. He anticipates this contract will continue for several years until all existing manholes had been inspected and repaired, where needed, with the manholes in the worst condition being inspected first. CDC forwarded this action to the 10 March 2015 City Council meeting, on the consent agenda.

III. Actions Under Development by Staff:
1. Ordinance – Residential and Commercial Frontage Maintenance Responsibilities in the City Right of Way.
3. Street Light Conversion to LED fixtures/lamps.
4. Outsource Grinder Pump Service (March 2015). Research cost to individual grinder pump customer. Determine whether this service could be extended to property owners with private grinder pumps. Also determine the cost to customers to outsource this work.
City of Bonney Lake, Washington
City Council Agenda Bill (AB)

**Department/Staff Contact:** PW / Douglas Budzynski  
**Meeting/Workshop Date:** 24 March 2015  
**Agenda Bill Number:** AB15-40

**Agenda Item Type:** Resolution  
**Ordinance/Resolution Number:** 2445  
**Councilmember Sponsor:** Donn Lewis

**Agenda Subject:** Authorize contract with Puget Sound Energy to extend commercial power to the Lakeridge 2 Pump Station site.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing An Agreement With Puget Sound Energy To Extend Commercial Power To The Lakeridge 2 Pump Station Site.

**Administrative Recommendation:** Recommend Approval

**Background Summary:** As part of the Capital Improvement Program, the City identified the need for a pump station in the southwest area of the 800 pressure zone in order to maintain consistent pressure in that zone. The City selected the city owned storm facility at 84th Street and 184th Ave as the location for the future pump station, known as Lakeridge 2 pump station. In 2014, the city made off site improvements to the water system to support the planned pump station. Resolution 2362 awarded the Professional Services Agreement for the design of the Pump Station to RH-2 Consultants. As part of the construction of the pump station, Puget Sound Energy (PSE) will need to extend commercial power (3-phase) to the site. The cost for PSE to extend commercial power to the pump station site is $49,913.41

**Attachments:** Resolution 2445, PSE Agreement, Plan Map

### BUDGET INFORMATION

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 $1,400,000.00</td>
<td>$1,246,391.05</td>
<td>$49,913.41</td>
<td>$1,196,477.64</td>
</tr>
</tbody>
</table>

**Budget Explanation:** 401.073.034.594.346.34 - Lakeridge 2 Pump Station  
Revenue Source: Water SDCs

### COMMITTEE, BOARD & COMMISSION REVIEW

**Council Committee Review:** Community Development  
Date: 17 March 2015  
**Approvals:**  
Chair/Councilmember Donn Lewis  
Councilmember Randy McKibbin  
Councilmember James Rackley

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

**Commission/Board Review:**  
**Hearing Examiner Review:**

### COUNCIL ACTION

**Workshop Date(s):**  
**Meeting Date(s):** March 24, 2015  
**Public Hearing Date(s):**  
**Tabled to Date:**

### APPROVALS

<table>
<thead>
<tr>
<th>Director:</th>
<th>Mayor:</th>
<th>DateReviewed:</th>
</tr>
</thead>
</table>

---

N:\Everyone\Agenda Review\2015\3-24-15\AB15-40\AB15-40 - Lakeridge 2 PS - PSE Power Extension Agreement.docx  
Version Oct. 2010  
Agenda Page 5 of 42
RESOLUTION NO. 2445

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AN AGREEMENT WITH PUGET SOUND ENERGY TO EXTEND COMMERCIAL POWER TO THE LAKERIDGE 2 PUMP STATION SITE.

WHEREAS, the City selected the site of the planned Lakeridge 2 pump station at the intersection of 84th St E. and 184th Ave E.; and

WHEREAS, City Council approved Resolution 2362 awarding the Professional Services Agreement for the design of the Pump Station to RH-2 Consultants; and

WHEREAS, as part of the construction effort of the pump station, Puget Sound Energy (PSE) will need to extend commercial power (3-phase) to the site; and

WHEREAS, PSE provided a quote for the extending the commercial power to the site in the amount of $49,913.341; and

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

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached agreement with Puget Sound Energy.

ISSUED by the City Council this 24th day of March, 2015.

____________________________________________________
Neil Johnson, Jr., Mayor

AUTHENTICATED:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

____________________________________________________
Kathleen Haggard, City Attorney
February 11, 2015

CITY OF BONNEY LAKE
Attn: CUSTOMER
9002 MAIN ST E
BONNEY LAKE, WA 98391

Re: Customer Agreement for Commercial Line Extensions (Lakeridge 2 Pump station)
PSE order No. 105077126

Dear MR CUSTOMER,

In accordance with Puget Sound Energy’s (PSE) Tariff G, Rate Schedule 85 “Line Extensions”, on file with the Washington Utilities & Transportation Commission, this agreement confirms our intention to provide electrical service to your project at 18218 84TH ST E #PUMP STATION, per the attached PSE design drawing. The delivery voltage of this electrical service is 277/480 volts.

This cost information is valid for 90 days from the date of this letter, and is subject to being updated after that time. The payment of the total amount due and the return of signed documents as noted elsewhere in this letter is required prior to commencing our work.

Please make checks payable to Puget Sound Energy and return to address listed below:

<table>
<thead>
<tr>
<th>5807 Milwaukee Ave E.</th>
<th>Puyallup, Wa</th>
<th>98372</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>City</td>
<td>Zip Code</td>
</tr>
</tbody>
</table>

The cost for this work is determined as follows:

Estimated Normal Construction Cost including transformation $49,913.41

- Less: Applicable Margin Allowance $0.00

  Total line extension charge $49,913.41 (1)

Other charges- Relocation/removal of existing facilities $0.00

  Dedicated facilities $0.00

  Total Other charges $0.00 (2)

Total amount due under this letter $49,913.41 (1 + 2)

Charges for temporary and permanent electric service lines for your project are not included in the above charges. To order these services and obtain costs, please contact PSE at 888-321-7779 after electrical inspections have been approved. These additional charges will be billed after installation in accordance with Rate Schedule 85. These charges also do not include permitting fees or trenching and other excavation related work that is your responsibility.

Charges relating to your PSE-provided street lighting system in this project are not included in the above prices, and will come to you from PSE’s IntoLight department under separate letter. Charges relating to Rate Schedule 73 “Conversion to Underground Service for Customers other than Government Entities” will be addressed under separate letter.
This cost information reflects the work being performed during normal working hours. These charges do not include permitting fees or trenching and other excavation-related work that is your responsibility to provide.

Please review the attachments provided. The Excavation Requirements & Final Grade Certification must be signed by the project owner or designee, and returned to me along with a signed copy of this letter prior to the start of construction. The work sketch document shows the proposed design, including the location of permanent, aboveground electrical facilities required to provide electrical service to your project. Fault current information for transformers associated with your project are noted on the work sketch drawing. Please notify me immediately if you believe there are conflicts between PSE’s design and your project. Additional construction-related information and information on metering and service entrance requirements is provided in PSE’s Electric Service Handbook for commercial projects. If you do not have one of these handbooks, and would like one, please contact me. It is your responsibility to provide your project manager, site superintendent, and subcontractors with any relevant information from this correspondence, it’s attachments, and PSE’s Handbook that applies to their work.

Refunds associated with the line extension charge may be available for additional permanent service hook-ups not initially considered that are made within five (5) years of the date on which the electric distribution facilities installed for this project are initially energized. If no Margin Allowance has initially been provided, or if your Margin Allowance exceeds $75,000, PSE agrees to calculate and refund the Margin Allowance, subject to Schedule 85, two (2) years after the line extension is energized. Customers are responsible for making all refund requests. A refund may be requested one (1) time within six (6) years of the date on which the distribution facilities are initially energized. Your refund request should be directed to PSE’s Customer Accounting Coordinators at 253-476-6335 or 253-476-6440. You will find it useful to retain this letter to use as a reference when making your refund request.

All costs and refunds are in accordance with PSE’s Rate Schedule 85, and any discrepancies between this letter and the Rate Schedule will be resolved in favor of the Rate Schedule. Rate Schedule 85 contains more detailed information covering costs, refunds, rights, and obligations than is reflected in this letter. The entirety of Rate Schedule 85 may be viewed at PSE’s website www.pse.com under the “Inside PSE” heading.

Projects developed by Limited-Liability Companies (LLC’s) are required to provide contact information for all managing members in addition to a copy of your Master Business Application. This information too, must be provided prior to commencing construction on your project.

Thank you for the opportunity to provide electrical service to your project. PSE will use reasonable diligence in commencing this work, but we will not be liable for any delays resulting from circumstances beyond our control, including but not limited to failure to receive necessary Operating Rights. If you have any questions, please call me at 253-841-6244

Sincerely,

Brenda Jolin
Engineering Supervisor
Potelco, Inc.

I have read and agree to the terms and conditions outlined in this agreement and it’s attachments.
February 11, 2015

CITY OF BONNEY LAKE
9002 MAIN ST E
BONNEY LAKE, WA 98391

RE: Non-Residential secondary electric service to 18218 84TH ST E (LAKERIDGE 2 PUMP STATION) (PSE Job #104265298)

In accordance with Puget Sound Energy’s Tariff G, Schedule 85, customers requesting electric Non-Residential underground secondary voltage service connections are “subject to the Customer paying an estimated charge based on the Company’s cost of making the connection(s).”

The estimated cost for connecting the underground electric service at the above location is $557.00. This quote is based on the following information that was provided by you on your application for service.

- Base Fee for connection: $429.00
- Additional Runs @ $99.00 per run: $-
- Additional Trip fee, for customer requested additional trip: $-
- PSE Real Estate; Easements, Permits, etc: $-
- Complex engineering, outage coordination, & switching orders @ $128.00 per hr.: $128.00
- Requested overtime, stand by fee, flagging charges or PSE Serviceman: $-
- Sales Tax & overheads (if applicable): $-

If you request a change in the number of conductors that need to be connected, request that work be performed outside of normal working hours, request additional trips than those discussed or have other changed conditions not indicated by other information that you have provided, we reserve the right to adjust this quote based on those changed conditions. This quote is valid for 90 days from the above date.

Upon your signed acceptance and return of this quote and completion of the connection work, you will receive an invoice for the above amount from Puget Sound Energy, which is payable in thirty days.

If you have any questions please contact me at 253-841-6244.

Sincerely,

BRENDA JOLIN
Project Manager
Potelco/PSE Representative
5807 MILWAUKEE AVE E
PUYALLUP, WA 98372

Customer Signature
I agree to the price and conditions as stated above.

Billing address:

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________

Agenda Page 10 of 42
February 11, 2015

CITY OF BONNEY LAKE
9002 MAIN ST E
BONNEY LAKE, WA 98391

Attention: CUSTOMER (105077126)

Subject: Obtain necessary permits and/or operating rights for your project located at 18218 84th ST E (CITY OF BONNEY LAKE) PERMIT

According to Puget Sound Energy’s filed Tariff, Schedule 85, customers requesting new electric service are required to provide “all legal rights necessary” for the construction of new electric facilities to serve their project. Operating rights need to be obtained for the Company (Puget Sound Energy) prior to the commencement of construction of such facilities. Most permitting agencies will not issue a utility permit to someone who is not an agent of the utility company. Therefore, Potelco, Inc., as Puget Sound Energy’s agent, will obtain the necessary permits at the request of the customer.

The cost for obtaining the required agency permits for your project at the above location is $00.00. ZERO COST FOR PERMIT TO CUSTOMER AS LONG AS CUSTOMER ALLOWS ZERO COST BACK TO POTELCO WHEN PERMIT IS ISSUED.

Respectfully,

[Signature]

Brenda A. Jolin
Engineering Supervisor
Southern Region New Business

Potelco, Inc.

By: Brenda A. Jolin
Printed name of Potelco representative

Date: February 11, 2015

Client

By: ____________________________
Printed name of Client representative

Date: ____________________________
PSE ELECTRICAL FACILITIES
EXCAVATION REQUIREMENTS AND FINAL GRADE CERTIFICATION

PURPOSE
This document is an agreement between Puget Sound Energy (PSE) and the Owner/Developer (Developer) who is providing excavation for the installation of PSE's facilities. This document does not provide an easement for operating rights. If PSE determines that a recordable easement on the Developer's property or other property is necessary, it shall be the Developer's responsibility to obtain such easements in a form acceptable to PSE prior to construction.

EXCAVATION REQUIREMENTS
The requirements and conditions outlined below apply when you provide the excavation for PSE's electrical facilities as a condition of receiving electrical service for your project. If you need additional information, please call the PSE contact person listed below.

1. Developer is responsible for acquiring utility locates by calling One-Call, 1-800-424-5555 at least 48 hours (two full working week days) prior to digging. The excavation must meet the requirements of the Washington Administrative Code and Safety Standards.

2. Developer shall call the PSE contact person noted below for trench and route approval prior to starting excavation.

3. The electrical primary trench shall be excavated to provide a minimum of 36 inches of facility coverage, to a maximum trench depth of 48 inches. The electric service trench shall be excavated to provide a minimum of 24 inches of facility coverage, to a maximum trench depth of 36 inches. A 12 inch horizontal separation is required between PSE electrical facilities and other utilities within a joint trench.

4. All back fill must be free of sharp objects and construction debris. Developer shall provide and install sand bedding and shading for electrical facility protection as directed by PSE's contact person. Developer is responsible for any damages caused by improper backfill or compaction.

5. Developer agrees to maintain a minimum of 2 feet of horizontal clearance between PSE conduit, pipe or conductors and any foundation on Developer's property.

6. The vault excavation shall be dug to the dimensions noted on the attached work sketch. Vault holes shall have a solid level bottom with a 6 inch deep layer of crushed rock bedding.

7. Developer shall provide the excavation for PSE electrical facilities within the designed location. Developer shall identify and provide final grade, property lines, and utility easements prior to installation of PSE's electrical facilities.

8. Developer will be financially liable for the relocation of PSE's facilities which are inadequately covered, located outside the area where PSE has adequate operating rights, improperly graded inhibiting standard access and/or any damages resulting from dig-ins due to changes or variations in grade that are made after the installation of PSE's facilities.

FINAL GRADE CERTIFICATION
By my signing below, I certify that the electrical facilities work area shall be at final grade prior to excavation. I assume full responsibility for my excavation work and the resulting location of these facilities. I also agree to indemnify, defend, and hold harmless Puget Sound Energy from all liability arising out of, or in connection with my work, including but not limited to all claims, losses, damages, and expenses, including reasonable attorney's fees, which result from my failure to excavate within easement areas or rights-of-way, or from digging without adequate rights on adjoining properties.

Date: __________________

Owner or Developer: __________________________________________ Signature: __________________________________________

Project Address: __________________________________________ PLEASE PRINT

PSE Contact person: __________________________________________ PSE Work Order: __________________________

1828 84th St E. Branly Lake

2006 02/06

Agenda Page 12 of 42
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PW / Douglas Budzynski</td>
<td>24 March 2015</td>
<td>AB15-41</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agenda Item Type:</th>
<th>Ordinance/Resolution Number:</th>
<th>Councilmember Sponsor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution</td>
<td>2446</td>
<td>Donn Lewis</td>
</tr>
</tbody>
</table>

**Agenda Subject:** Award contract to Parametrix for services to complete communication programs necessary at the City's Central Control Panel in conjunction with the SCADA Phase 1 improvements.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing A Contract Awarding The Professional Services Agreement To Parametrix To Complete The Programming Effort At The Central Scada Computer As Part Of The Scada Telemetry Upgrade, Phase 1 Effort.

**Administrative Recommendation:** Recommend Approval

**Background Summary:** Resolution 2428 awarded the construction contract to Northeast Electric for the construction effort of SCADA System Upgrades, Phase 1. This contract will upgrade the Control panels at Liftstations #2 and #21 and the control panel at the Ponderosa Tank Site. RH-2 consultants is contracted to complete the new programming codes of the control panels at the sites. This contract will authorize Parametrix to update the programming at the central control panel at the City's maintenance yard that is necessary for the new communications that is being implemented. Parametrix has given the City a quote of $17,349.00 to complete the efforts needed at the Central control panel.

**Attachments:** Resolution 2446, Contract

| BUDGET INFORMATION |
|---------------------|---------------------|
| **Budget Amount**   | **Current Balance** | **Required Expenditure** | **Budget Balance** |
| Sewer $579,365.00   | $363,201.00         | $8,674.50               | $354,526.5         |
| Water $2,213,965.00 | $99,440.00          | $8,674.50               | $90,765.5          |

**Budget Explanation:** 402.018.035.594.00.65.01 - SCADA Telemetry Upgrades, 401.018.034.594.34.63.04 SCADA Telemetry Upgrades
Revenue Source: Sewer SDCs and Water SDCs

**COMMITTEE, BOARD & COMMISSION REVIEW**

<table>
<thead>
<tr>
<th>Council Committee Review:</th>
<th>Community Development Date: 17 March 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Approvals:</td>
</tr>
<tr>
<td></td>
<td>Chair/Councilmember: Donn Lewis</td>
</tr>
<tr>
<td></td>
<td>Councilmember: Randy McKibbin</td>
</tr>
<tr>
<td></td>
<td>Councilmember: James Rackley</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Forward to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consent Agenda: Yes No</td>
</tr>
<tr>
<td>-----</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commission/Board Review:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Hearing Examiner Review:</th>
</tr>
</thead>
</table>

**COUNCIL ACTION**

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

<table>
<thead>
<tr>
<th>Meeting Date(s):</th>
<th>Tabled to Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 24, 2015</td>
<td></td>
</tr>
<tr>
<td>APPROVALS</td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td><strong>Director:</strong></td>
<td><strong>Mayor:</strong></td>
</tr>
<tr>
<td>Dan Grigsby</td>
<td>Neil Johnson Jr.</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2446

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A CONTRACT AWARDING THE PROFESSIONAL SERVICES AGREEMENT TO PARAMETRIX TO COMPLETE THE PROGRAMMING EFFORT AT THE CENTRAL SCADA COMPUTER AS PART OF THE SCADA TELEMETRY UPGRADE, PHASE 1 EFFORT.

WHEREAS, the City Council approved Resolution 2413 on September 9, 2014 with RH-2, Inc. to complete the design for the SCADA System Upgrades, Phase 1; and

WHEREAS, the City Council approved Resolution 2428 on December 9, 2014 awarding the SCADA System Upgrade, Phase 1 contract to Northeast Electric, LLC; and

WHEREAS, the City received a quote from Parametrix to complete the programming effort at the Central SCADA Computer as part of the SCADA Telemetry Upgrade, Phase 1 effort in the amount of $17,349.00;

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

That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached professional services agreement with Parametrix.

ISSUED by the City Council this 24th day of March, 2015.

________________________________________
Neil Johnson, Jr., Mayor

AUTHENTICATED:

________________________________________
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 24 day of March, 2015, by and between the City of Bonney Lake ("City") and Parametrix ("Consultant").

The parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

**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  CONSULTANT

By: ________________________________  By: ________________________________

Neil Johnson Jr., Mayor

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

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

City of Bonnie Lake

Controls Upgrade to LS 2, LS 21, Ponderosa Complex

INTRODUCTION

The City of Bonnie Lake is in the process of upgrading the control systems at Lift Station 2, Lift Station 21, the Ponderosa Reservoir and pump station complex.

The upgrades include new control panels and telemetry. The existing controls were based on Autocon systems with serial UHF data radio telemetry through a common repeater. The new controls are based on Allen Bradley CompactLogix platform PLCs. Telemetry from the lift stations will be based on cellular data streaming provided by Verizon.

At the Ponderosa site, the telemetry will be redundant. The primary telemetry method will be via DSL connection. The secondary telemetry method will be via a UHF data stream providing Ethernet connectivity on both ends.

Parametrix is NOT providing any design services for this project.

PROJECT SCHEDULE

It is anticipated this project will be completed within 60 days of the Notice to Proceed providing the contract documents are also executed.

PHASE 1: PROJECT MANAGEMENT

Task 1 Project Management and QA/QC

Measurable Objective

The objective of this task is to provide project management of the consultant’s team in completion of the tasks included in this Scope of Work. This work includes:

- The consultant managing their budget, schedule, and tasks and reporting the status to The City of Bonnie Lake project manager.
- Preparation of an invoice for services performed by the consultant.
- Ensuring that contractual obligations of the agreement are met.

Assumptions

- The Parametrix project team will maintain communication with The City of Bonnie Lake project manager via telephone and/or email.
- QA/QC will be completed by Parametrix to review the Final Contract Documents.
Deliverables

- Written documentation of project management issues (scope, schedule, and budget changes), if required.
- Submission of Monthly Invoices for work completed.

Task 2 Sewage Collection System, Lift Station 2

Measurable Objective

Lift Station 2 is a duplex pump, sewage lift station with across the line starting of the pump motors. This lift station is already programmed into the MTU PLC and the Wonderware Screens.

The purpose of this task is to migrate the telemetry for lift station 2 from the existing serial UHF radio telemetry (via Autocon) to the new cellular Verizon telemetry.

- Verify telemetry signals between the lift station and the MTU
- Confirm the new PLC at LS 2 is connected to the network via the telemetry
- Provide message statement programming in the MTU PLC so as to bring the appropriate control information from the LS 2 PLC into the MTU PLC.
- Change the mapping of the existing LS 2 Wonderware Tags from the old telemetry path (Autocon) to the new telemetry path (Verizon).
- Verify all existing Wonderware tags for the lift station are active and responding as expected.
- Verify all existing alarms from lift station through ScadAlarm and historian.

Assumptions

- New Verizon telemetry is completed and active. Parametrix will verify the signal(s) to the existing MTU but the expectation is not to have to troubleshoot the telemetry.
- Parametrix will only work with the existing Wonderware tags that exist for LS 2. Any additional tags the City would like to see expressed on the Wonderware screen for LS 2 will not be considered for this project and will be discussed outside of this Scope of Work.
- Parametrix will not be responsible for any issues with regards to the proper signal information coming from the lift station. The city will provide information with regards to the proper I/O pertaining to the Tag information.
- Parametrix expects to be able to perform the work in a contiguous manor without interruption due to contractor or engineering issues with regards to schedule or performance. Parametrix expects the lift station to be commissioned and ready for operation(s). Parametrix expects to be notified at least a week in advance of when the lift station is expected to be operational.
Task 3 Sewage Collection System, Lift Station 21

**Measurable Objective**

Lift Station 21 is a duplex pump, double lift, sewage lift station with VFD starting of the pump motors. This lift station is already programmed into the MTU PLC and the Wonderware Screens.

The purpose of this task is to migrate the telemetry for lift station 21 from the existing serial UHF radio telemetry (via Autocon) to the new cellular Verizon telemetry.

- Verify telemetry signals between the lift station and the MTU
- Confirm the new PLC at LS 21 is connected to the network via the telemetry
- Provide message statement programming in the MTU PLC so as to bring the appropriate control information from the LS 21 PLC into the MTU PLC.
- Change the mapping of the existing LS 21 Wonderware Tags from the old telemetry path (Autocon) to the new telemetry path (Verizon).
- Verify all existing wonderware tags for the lift station are active and responding as expected.
- Verify all existing alarms from lift station through ScadAlarm and historian.

**Assumptions**

- New Verizon telemetry is completed and active. Parametrix will verify the signal(s) to the existing MTU but the expectation is not to have to troubleshoot the telemetry.
- Parametrix will only work with the existing Wonderware tags that exist for LS 21. Any additional tags the City would like to see expressed on the Wonderware screen for LS 21 will not be considered for this project and will be discussed outside of this Scope of Work.
- Parametrix will not be responsible for any issues with regards to the proper signal information coming from the lift station. The city will provide information with regards to the proper I/O pertaining to the Tag information.
- Parametrix expects to be able to perform the work in a contiguous manor without interruption due to contractor or engineering issues with regards to schedule or performance. Parametrix expects the lift station to be commissioned and ready for operation(s). Parametrix expects to be notified at least a week in advance of when the lift station is expected to be operational.
Task 4 Ponderosa Reservoir and Booster Station Complex

Measurable Objective

The Ponderosa site incorporates reservoirs and booster pumps as well as being the existing telemetry repeater site. The Ponderosa site also controls the majority of the water well call control for the city’s potable water.

The City of Bonnie Lake is making some mechanical changes to the site during this upgrade, therefore there will have to be some modifications and additions to the existing Wonderware screen for this site.

The purpose of this task is to migrate the telemetry for Ponderosa from the existing serial UHF radio telemetry (via Autocon) to the new DSL and wireless UHF Ethernet telemetry.

Parametrix will have a single meeting with City personnel to discuss the extra 20 or so tags and what they should represent. Also discuss the kind of extra alarming required for proper and safe operation.

- Verify telemetry signals between the lift station and the MTU
- Confirm the new PLC at Ponderosa is connected to the network via the telemetry
- Provide message statement programming in the MTU PLC so as to bring the appropriate control information from the Ponderosa PLC into the MTU PLC.
- Change the mapping of the existing Ponderosa Wonderware Tags from the old telemetry path (Autocon) to the new telemetry path (Verizon).
- Provide new Wonderware tags for the required information due to the changes at the pump station. Provide new screen icons pertaining to the new tags and provide appropriate animation for these tags. Parametrix will provide for up to 20 new tags and animation(s).
- Verify all existing wonderware tags for the lift station are active and responding as expected.
- Verify all existing and new alarms from Ponderosa complex through ScadAlarm and historian.

Assumptions

- New DSL telemetry is completed and active. Parametrix will verify the signal(s) to the existing MTU but the expectation is not to have to troubleshoot the telemetry.
- Parametrix will only work with the existing Wonderware tags that exist for the Ponderosa complex site. Up to 20 additional tags the City would like to see expressed on the Wonderware screen for and on the existing Ponderosa Screen is included. The city will provide the information required for Parametrix to complete this task.
- Parametrix will not be responsible for any issues with regards to the proper signal information coming from Ponderosa. The city will provide information with regards to the proper I/O pertaining to the Tag information.
- Parametrix expects to be able to perform the work in a contiguous manor without interruption due to contractor or engineering issues with regards to schedule or performance. Parametrix expects
the lift station to be commissioned and ready for operation(s). Parametrix expects to be notified at least a week in advance of when the lift station is expected to be operational.
<table>
<thead>
<tr>
<th>Phase</th>
<th>Task</th>
<th>Description</th>
<th>Labor Dollars</th>
<th>Labor Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td></td>
<td>SCADA Upgrade Ph 1</td>
<td>$17,255.00</td>
<td>109</td>
</tr>
<tr>
<td>01</td>
<td>01</td>
<td>PM QA/QC</td>
<td>$1,895.00</td>
<td>13</td>
</tr>
<tr>
<td>01</td>
<td>02</td>
<td>LS 2</td>
<td>$3,840.00</td>
<td>24</td>
</tr>
<tr>
<td>01</td>
<td>03</td>
<td>LS 21</td>
<td>$3,840.00</td>
<td>24</td>
</tr>
<tr>
<td>01</td>
<td>04</td>
<td>Ponderosa</td>
<td>$7,680.00</td>
<td>48</td>
</tr>
</tbody>
</table>

Labor Totals: $17,255.00  109  100  4  2  2  1

Escalation Amt: $0.00  $0.00  $0.00  $0.00  $0.00  $0.00

$16,000.00  $720.00  $220.00  $190.00  $125.00

DIRECT EXPENSES:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>B &amp; W 8.5 x 11</td>
<td>$2,000</td>
</tr>
<tr>
<td>Mileage</td>
<td>$92,000</td>
</tr>
</tbody>
</table>

Expense Total: $94,000

Project Total: $17,349,000
City of Bonney Lake, Washington

City Council Agenda Bill (AB)

<table>
<thead>
<tr>
<th>Department/Staff Contact:</th>
<th>Meeting/Workshop Date:</th>
<th>Agenda Bill Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PW / John Woodcock/</td>
<td>24 March 2015</td>
<td>AB15-47</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agenda Item Type:</th>
<th>Ordinance/Resolution Number:</th>
<th>Councilmember Sponsor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution</td>
<td>2448</td>
<td>Donn Lewis</td>
</tr>
</tbody>
</table>

**Agenda Subject:** Authorize a Local Agency Agreement with WSDOT to Adhere to All Federal Rules Applying to the Grant

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorize A Local Agency Agreement With WSDOT To Adhere To All Federal Rules Applying To The Grant.

**Administrative Recommendation:** Approve

**Background Summary:** On November 20, 2014 we received a federal grant award from the Puget Sound Regional Council for the sum of $638,063 to be used for the construction of the SR 410 – VMD Intersection Improvements – Phase 1 Project. The State requires council action to attest to compliance to all federal processes and regulations before grant funds can be expended. Signing the attached Local Agency Agreement is testament to that requirement.

**Attachments:** Resolution 2448; Local Agency Agreement, Project Prospectus, PSRC Award Letter, and Map

**BUDGET INFORMATION**

<table>
<thead>
<tr>
<th>Budget Amount</th>
<th>Current Balance</th>
<th>Required Expenditure</th>
<th>Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Budget Explanation:**

**COMMITTEE, BOARD & COMMISSION REVIEW**

- **Council Committee Review:** Community Development
  - Date: 17 March 2015
  - Chair/Councilmember: Donn Lewis
  - Councilmember: Randy McKibbin
  - Councilmember: Jim Rackley
  - 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:**

**APPROV рAL S**

- **Director:** Dan Grigsby, P.E.
- **Mayor:** Neil Johnson Jr.
- **Date Reviewed by City Attorney:** Standard Agreement
RESOLUTION NO. 2448

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,
AUTHORIZING A LOCAL AGENCY AGREEMENT WITH WSDOT
FOR THE SR 410 – VETERANS MEMORIAL DRIVE
INTERSECTION IMPROVEMENTS – PHASE 1 GRANT.

WHEREAS, the City Council approved the motion on April 22, 2014 to apply for
the FHWA grant to help fund the construction phase of the SR 410 – VMD Intersection
Improvements – Phase 1 project; and

WHEREAS, the City received confirmation from the Puget Sound Regional
Council on November 20, 2014 for the award amount of $638,063 for the construction
phase of the SR 410 – VMD Intersection Improvements – Phase 1 project; and

WHEREAS, the State has now included this project in its Transportation
Improvement Program; and

WHEREAS, a Local Agency Agreement with WSDOT is needed to proceed with
the construction phase;

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 Local Agency Agreement with WSDOT for the SR 410 – VMD Intersection
Improvements – Phase 1 construction grant.

PASSED BY THE CITY COUNCIL this 24th day of March, 2015.

______________________________
Neil Johnson, Jr., Mayor

ATTEST:

Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:

______________________________
Kathleen Haggard, City Attorney
Local Agency Agreement

CFDA No. 20.205
(Catalog of Federal Domestic Assistance)

Project No. ____________________________
Agreement No. ____________________________
For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description
Name: SR 410 - Veterans Memorial Drive Intersection Improvements - Phase 1
Termini: MP 13.11 to MP 13.60
Length: 0.49 mi

Description of Work
The project will 1) increase the number of lanes in the northern leg of the intersection from three to five, 2) add a right turn pocket on westbound SR 410 to VMD, and a left turn lane on eastbound SR 410 onto VMD, 3) add street lighting on SR 410 from VMD to Myers Road, bicycle lane to the VMD arterial, and 5) synchronize the traffic signal to the signal at Main Street.

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Estimate of Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(1) Estimated Total Project Funds</td>
</tr>
<tr>
<td>PE %</td>
<td>a. Agency</td>
</tr>
<tr>
<td></td>
<td>b. Other</td>
</tr>
<tr>
<td></td>
<td>c. Other</td>
</tr>
<tr>
<td></td>
<td>d. State</td>
</tr>
<tr>
<td></td>
<td>e. Total PE Cost Estimate (a+b+c+d)</td>
</tr>
<tr>
<td>Right of Way %</td>
<td>f. Agency</td>
</tr>
<tr>
<td></td>
<td>g. Other</td>
</tr>
<tr>
<td></td>
<td>h. Other</td>
</tr>
<tr>
<td></td>
<td>i. State</td>
</tr>
<tr>
<td></td>
<td>j. Total R/W Cost Estimate (f+g+h+i)</td>
</tr>
<tr>
<td>Construction</td>
<td>k. Contract</td>
</tr>
<tr>
<td></td>
<td>l. Other</td>
</tr>
<tr>
<td></td>
<td>m. Other</td>
</tr>
<tr>
<td></td>
<td>n. Other</td>
</tr>
<tr>
<td></td>
<td>o. Agency</td>
</tr>
<tr>
<td></td>
<td>p. State</td>
</tr>
<tr>
<td></td>
<td>q. Total CN Cost Estimate (k+l+m+n+o+p)</td>
</tr>
<tr>
<td></td>
<td>r. Total Project Cost Estimate (e+j+q)</td>
</tr>
</tbody>
</table>

Agency Official

By ____________________________
Title: Mayor

Washington State Department of Transportation

By ____________________________
Title: Director of Highways and Local Programs

Date Executed ____________________________

DOT Form 140-039 EF
Revised 09/2011

Agenda Page 33 of 42
Construction Method of Financing

State Aid and Award

☐ Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

☐ Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of

$ __________________ at $ __________________ per month for ___________ months.

Local Force or Local Aid and Award

☒ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_______________, 2015, Resolution/Ordinance No. __________

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the “Project Description” and “Type of Work.”

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in “Type of Work” on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor’s Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

The event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-113. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.
The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

I. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency’s share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency’s share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant’s records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency’s files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Highways and Local Programs.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency’s execution,
performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT’s DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

1. To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

2. To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

3. To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

4. To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;
(b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

1. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.

2. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.

3. The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.

4. The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.
XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Additional Provisions
### Local Agency Federal Aid Project Prospectus

**Agency**
City of Bonney Lake

**Project Title**
SR 410 - Veterans Memorial Drive Intersection Improvements - Phase 1

**From**
MP 13.11

**To**
MP 13.60

**Main Street E**

**Length of Project**
0.49 mi

**Nearest City Name**
Bonney Lake

**Federal Program Title**

- [X] 20.205
- [ ] Other

**Start Latitude**
N47.1797

**End Latitude**
N47.1780

**Start Longitude**
W-122.1914

**End Longitude**
W-122.1842

**Federal Agency**

- [X] FHWA
- [ ] Others

**City Number**
0105

**County Number**
27

**County Name**
Pierce

**WSDOT Region**
Olympic Region

**Congressional District**
8

**Legislative Districts**
31

**Urban Area Number**
TMA / MPO / RTPO

- PSRC

---

**Phase**

<table>
<thead>
<tr>
<th>Description of Existing Facility (Existing Design and Present Condition)</th>
</tr>
</thead>
</table>

Roadway Width
Varies from 72 feet to 124 feet through project limits.

Number of Lanes
4

SR 410 is a four lane highway with median barrier separation. At the intersection of SR 410 and Veterans Memorial Drive (VMD) there is a single left turn lane to access VMD.

**Description of Proposed Work**

Description of Proposed Work (Attach additional sheet(s) if necessary)

The project will 1) increase the number of lanes in the northern leg of the intersection from three to five, 2) add a right turn pocket on westbound SR 410 to VMD, and a left turn lane on eastbound SR 410 onto VMD, 3) add street lighting on SR 410 from VMD to Myers Road, bicycle lane to the VMD arterial, and 5) synchronize the traffic signal to the signal at Main Street.

**Local Agency Contact Person**
John Woodcock

**Mailing Address**
19306 Bonney Lake Blvd

---

**Title**
City Engineer

**City**
Bonney Lake

**State**
WA

**Zip Code**
98391-0944

**Phone**
253-447-4336

---

**Project Prospectus Approval**

By

**Title**
City Engineer

**Approving Authority**

**Date**
2/23/2015

**DOT Form 140-101 EF**

Revised 12/2012
Type of Proposed Work

Project Type (Check all that Apply)
- [ ] New Construction
- [x] Reconstruction
- [ ] Railroad
- [ ] Bridge

Roadway Width
- Varies

Number of Lanes
- 4

Geometric Design Data

<table>
<thead>
<tr>
<th>Description</th>
<th>Through Route</th>
<th>Crossroad</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Functional</td>
<td>[x] Principal Arterial</td>
<td>[x] Principal Arterial</td>
</tr>
<tr>
<td>Classification</td>
<td>[x] Urban</td>
<td>[x] Urban</td>
</tr>
<tr>
<td></td>
<td>[ ] Rural</td>
<td>[ ] Rural</td>
</tr>
<tr>
<td></td>
<td>[ ] NHS</td>
<td>[ ] NHS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Terrain</th>
<th>Flat</th>
<th>Roll</th>
<th>Mountain</th>
</tr>
</thead>
<tbody>
<tr>
<td>Posted Speed</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design Speed</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing ADT</td>
<td>45,200</td>
<td></td>
<td>11,000</td>
</tr>
<tr>
<td>Design Year ADT</td>
<td>93,900</td>
<td></td>
<td>21,900</td>
</tr>
<tr>
<td>Design Year</td>
<td>2028</td>
<td></td>
<td>2028</td>
</tr>
<tr>
<td>Design Hourly Volume (DHV)</td>
<td>5260</td>
<td></td>
<td>1320</td>
</tr>
</tbody>
</table>

Performance of Work

Preliminary Engineering Will Be Performed By
City of Bonney Lake

Construction Will Be Performed By
Contractors

Environmental Classification

- [ ] Class I - Environmental Impact Statement (EIS)
  - [ ] Project Involves NEPA/SEPA Section 404 Interagency Agreement
- [x] Class II - Categorically Excluded (CE)
  - [x] Projects Requiring Documentation (Documented CE)

Environmental Considerations
NEPA was approved 1/28/2015
### Right of Way

- **☐ No Right of Way Required**
  - All construction required by the contract can be accomplished within the existing right of way.
- **☒ Right of Way Required**
  - **☒ No Relocation**
  - **☐ Relocation Required**

**Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project**

Distribution lines, phone, and cable will be converted to underground within the intersection.

**FAA Involvement**

Is any airport located within 3.2 kilometers (2 miles) of the proposed project?  
- **☐ Yes**  
- **☒ No**

**Remarks**

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

**Date**  
3-5-15

**Agency**  
City of Bonney Lake

**By**  
[Signature]

Mayor/Chairperson

---

**DOT Form 140-101 EF**  
Revised 12/2012
November 20, 2014

The Honorable Neil Johnson
City of Bonney Lake
PO Box 7380
Bonney Lake, WA 98391

Dear Mayor Johnson:

I’m pleased to let you know that the City of Bonney Lake is receiving $638,063 in PSRC funding for the following project:

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>AWARD AMOUNT</th>
<th>FUNDING DEADLINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SR 410 &amp; Veterans Memorial Drive Intersection Improvements Phase 1</td>
<td>$638,063</td>
<td>June 1, 2015</td>
</tr>
</tbody>
</table>

Funding transportation projects is one of the most important things we do at PSRC. As you know, it's a competitive process and not every project receives funding. Congratulations on a job well done!

The projects that are selected to receive funding help meet local needs and support our region's overall growth strategy. It's a transparent and merit-based process that helps us achieve our long-term transportation plan, Transportation 2040.

In my outreach to PSRC members over the past year, I've heard again and again about the need for additional transportation funding and that we need to accelerate action on a statewide transportation package. As we move into the next legislative session, PSRC leadership will be advocating for swift progress on this vital issue.

Again, thank you and your staff for great work to improve transportation in your community. We're here to help you move these projects along in a timely way. I look forward to continuing to partner with you on efforts to help the region thrive for the long term.

Sincerely,

[Signature]

Josh Brown
Executive Director, Puget Sound Regional Council

cc: Dan Grigsby, Public Works Director
Six Year Transportation Improvement Program
SR410 at Veterans Memorial Drive

Map 1

- **A-1**
  SR410 at Veterans Memorial Drive
  Dev/TIF/Grant
  $750,000
  Phase 2 - Signal upgrade and additional turn lanes. With Project B-1

- **B-1**
  SR410 and Veterans Memorial Drive
  Dev/TIF/Grant
  $4,150,000
  Phase 2 - Additional turn lanes on SR 410 and widen to 5 lanes on VMD. With Project A-1

May 26, 2014