

CITY COUNCIL MEETING

January 11, 2022

6:00 P.M.

AGENDA



www.ci.bonney-lake.wa.us

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

The public is invited to attend Council Meetings and Workshops in person, via conference call or over the internet. Pursuant to the Governor’s mandate effective August 23, 2021 all those attending in-person must wear a face mask regardless of vaccination status. If you connect via the website link and/or call into the meeting, please confirm the microphone on your computer and/or phone is muted, otherwise it will result in feedback sound or background noise and interfere with the meeting.

If you wish to address the Council during Citizen Comments, please refer to that section of the meeting agenda below.

Council Meetings and Workshops attendance options:

In-Person: Bonney Lake Justice & Municipal Center at 9002 Main Street East in Bonney Lake

By phone: 408-740-7256 (Meeting ID: 215 767 540#)

By internet: Chrome- <https://bluejeans.com/215767540>

I. CALL TO ORDER – Mayor Michael McCullough

- A. Pledge of Allegiance
- B. Roll Call: Mayor Michael McCullough, Deputy Mayor Terry Carter, Councilmember Justin Evans, Councilmember Gwendolyn Fullerton, Councilmember J. Kelly McClimans, Councilmember Dan Swatman, and Councilmember Tom Watson.
- C. Agenda Modifications
- D. Announcements, Appointments and Presentations: None

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

- A. Public Hearing: None
- B. Citizen Comments:
Citizen comments can be made in-person, by phone or virtually during this portion of the meeting. Comments are limited to 5 minutes. Those planning to comment via phone or virtually will need to sign up prior to the meeting in order to comment. When signing up, please provide your name, your screen name, and phone number (for callers), either by email to clerk@cobl.us or by mail to Attn: City Clerk, PO Box 7380, Bonney Lake, WA 98391. You may call to register to speak as well at 253-862-8602, however, those calls must be received by 5:00 pm. Email registrations may be made as late as 5:30 pm. the day of the meeting. During the meeting, your name will be called when it is your turn. Your microphone will be

activated, and you will be able to comment. Those physically appearing at the Council meeting to speak during citizen comments do not need to sign up but will be asked to state their name and address for the meeting record.

With the ability of the public to address the Council via phone, virtually or in-person, the City Clerk's Office will no longer accept citizen comments to be read by staff into the record.

- C. Correspondence: None

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee
- B. Community Development Committee
- C. Public Safety Committee
- D. Other Reports

IV. CONSENT AGENDA:

The items listed below may be acted upon by a single motion and second of the City Council. By simple request to the Chair, any Councilmember may remove items from the Consent Agenda for separate consideration after the adoption of the remainder of the Consent Agenda items.

- p. 5 A. **Approval of Corrected Minutes:** December 07, 2021 Council Workshop and December 14, 2021 Council Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable check/vouchers #90436 - 90516 and wire transfers #2021120301, #2021120601, #2021121001, #2021121002, and #2021121701 in the amount of \$2,015,897.69. Accounts Payable check/vouchers #90517 - 90553 and wire transfers #23909314, #202112792, #2021120201, #2021120202, #2021120203 and #2021120204 in the amount of \$494,384.93.
- C. **Approval of Payroll:** December 1 – 15, 2021 for checks #34505-34509 including Direct Deposits and Electronic Transfers totaling \$693,991.69. December 1 – 15, 2021 for checks #34510-34512 including Direct Deposits and Electronic Transfers totaling \$6,290.54 for a special payroll. December 16 – 31, 2021 for checks #34513-34523 including Direct Deposits and Electronic Transfers totaling \$833,093.83. **Voids:** 55892 – replaced with #56049
- p.17 D. **AB22-05 – Resolution 3004** – A Resolution Of The City Council Of The City Of Bonney, Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Vendor Agreement With Pierce County To Be Able To Accept Low Income Home Water Assistance Funds For Our Utility Customers.
- p. 27 E. **AB22-06 – Resolution 3005** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Award The Local Agency Contract For The Fennel Creek Trail 2b-2 Project To W.S. Contractors.

- p. 43 F. **AB22-07 – Resolution 3006** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Local Agency Agreement For Architectural And Engineering Services With Parametrix For The Fennel Creek Trail 2b-2

V. FINANCE COMMITTEE ISSUES: None

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None

VII. PUBLIC SAFETY COMMITTEE ISSUES: None

VIII. FULL COUNCIL ISSUES:

- p. 99 A. **AB22-04 – Resolution 3002** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Construction Contract With Premier Field Development Contractors For The Construction Of The Allan Yorke Park Improvements Phase 1 Project.
- p. 109 B. **AB22-08 – Resolution 3007** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Professional Services Agreement With Parametrix For The Construction Management Of The Allan Yorke Park Phase 1 Project.

IX. CLOSED SESSION:

Pursuant to RCW 42.30.140, to discuss collective bargaining.

X. ADJOURNMENT

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

THE COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA

CITY COUNCIL WORKSHOP

December 07, 2021
6:00 P.M.
Minutes



www.ci.bonney-lake.wa.us

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

Virtual Location: <https://bluejeans.com/215767540>

By Telephone: 408-740-7256 (Meeting ID: 215 767 540#)

- I. CALL TO ORDER** – Mayor Neil Johnson Jr., called the workshop to order at 6:00 p.m.
- II. ROLL CALL:** City Clerk Sadie Schaneman called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Justin Evans, Councilmember Terry Carter, Councilmember Todd Dole, Councilmember Angela Ishmael, Councilmember James (Kelly) McClimans, Councilmember Dan Swatman, and Councilmember Tom Watson.

Staff members in attendance at the physical location were City Administrator John Vodopich, Chief of Police Bryan Jeter, Public Services Director Ryan Johnstone, City Engineer John Woodcock, Planning & Building Supervisor Jason Sullivan, Management Analyst/Executive Assistant Leslie Harris, City Clerk Sadie Schaneman, Administrative Specialist II Jessica Chavez and City Attorney Kathleen Haggard.

Staff members in virtual attendance using the City’s BlueJeans conference line were Chief Financial Officer Cherie Reiersen, Interim Administrative Services Director/Information Services Manager Chuck McEwen and Recreation & Special Events Coordinator David Wells.

III. AGENDA ITEMS:

A. Appointments:

- 1. Oath of Office – Councilmember Angela Ishmael and Councilmember Elect Gwendolyn Fullerton.**

Mayor Johnson invited Councilmember Angela Ishmael and Councilmember Elect Gwendolyn Fullerton to come forward and receive the Oath of Office as administered by City Clerk Sadie Schaneman. City Clerk Schaneman administered the Oaths of Office to Councilmember Angela Ishmael and Councilmember Elect Gwendolyn Fullerton in their newly elected capacity of Councilmember. City Clerk Schaneman thanked outgoing Councilmember Dole for his hard work during his time on the Council and invited Councilmembers Ishmael and Fullerton to take their seats on the Council dais.

B. Presentation: Update – Public Services Center Project

Public Services Director Ryan Johnstone provided a power point presentation on the Public Service Center Project. He went over the history of the project, reviewed costs and funds, gave an update on the current status of the different buildings and provided an anticipated completion date. Dan Podoll, Principal from ARC Architecture was also present to provide feedback and answer any questions from the Council.

Councilmembers discussed and asked questions regarding funding, change orders, requests for information, challenges, delays and cost savings.

C. Council Open Discussion:

Finance Department State Audit. Councilmember Watson thanked the Finance Department for the great job with the State Audit Review.

South Sound 911. Councilmember McClimans said Bonney Lake's tenure on the SS911 board will coming to an end and Fife will be taking its place as the smaller cities rotate board memberships.

Pierce County Regional Council. Deputy Mayor Evans said that City of Bonney Lake sits on the Pierce County Regional Council which is a subset of Puget Sound Regional Council. He stated that the time is coming for a people change up and would like to give the opportunity to anyone interested or he is also willing to continue.

Administrative Services Director. Councilmember Swatman voiced his concerns about Information Service Manager Chuck McEwen being appointed as the Interim Administrative Services Director. Mayor Johnson said he supports his decision and stands by it as McEwan is a very good manager that has been with the City for a long time.

D. Review Of Council Minutes: November 16, 2021 Council Workshop and November 23, 2021 Council Meeting.

Councilmember Watson and Councilmember Carter said that they reviewed the minutes of November 16, 2021 Council Workshop and November 23, 2021 Council Meeting and had provided Administrative Specialist II Jessica Chavez with a couple minor corrections. There was a general consensus of the Council to move the revised draft minutes forward to the next council Meeting on December 14, 2021 for approval.

E. Discussion: AB21-85 – Ordinance D21-85 – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Changing The Zoning Classification Of Properties To Ensure Consistency With The City's Adopted Comprehensive Plan.

Planning & Building Supervisor Jason Sullivan went over the two proposed zoning reclassification options for Map 6 as requested by the Council at the November 16,

2016 Council Workshop. Councilmembers discussed the options and asked several questions about property owner rights, development regulations and critical areas.

There was Council consensus to move forward with the split zone option and place the Ordinance on the Council Consent Agenda at the next Council Meeting on December 14, 2021.

- F. **Discussion: AB21-126 – Resolution 2978** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Approve The Purchase Of And Sign A Contract With Avidex For The Procurement And Installation Of Audio/Visual Equipment For The Public Services Center Project.

Public Services Director Ryan Johnston went over the costs of the equipment and how it will be utilized in the new building. He proposed having all commission meetings, hearing examiner and regular meetings that occur with staff be held at the new building to better use the new equipment and eliminate scheduling issues that currently take place. Councilmembers expressed their concerns regarding the costs of the high-end equipment, asked several questions regarding the proposed usage and discussed alternate options. Interim Administrative Services Director/Information Services Manager Chuck McEwan explained why the specific equipment proposed was recommended by the vendor.

There was a general consensus of the Council to take the item back to the vendor to see other equipment and price options.

- G. **Discussion: AB21-161 – Resolution 2995** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Approval Of An Amendment To The Professional Services Agreement With ARC Architects For Continued Construction Management Services For The Construction Of The Public Works Center.

Public Services Director Ryan Johnstone went over past amendments and explained the need for the current amendment to extend the contract to February, 2022. Johnstone said the reasons for the contract extension is due to issues such as costs and material shortages. City Engineer John Woodcock went over change orders, requests for information, rescheduling and explained how the scope of work for the completion of the project has been extended.

Councilmembers asked several questions about the continuation, costs, architect services and design services to which Johnstone, Woodcock and Dan Podoll from ARC Architects responded.

- H. **Discussion: AB21-162 – Resolution 2996** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Approval Of A Supplement To The Professional Services Agreement To KPG To Provide Construction Management Support For The Construction Of The Public Works

Center.

Public Services Director Ryan Johnstone explained the need for the extension due to unforeseen events in the PWC construction effort. City Engineer John Woodcock explained the need for KPG as consultants on the project. Councilmembers asked questions related to the project that Public Services Director Johnstone, City Engineer Woodcock and Dan Podoll from ARC Architects answered.

There was Council consensus to place Resolution 2995 and 2996 on the Council Consent Agenda for the next Council Meeting on December 14, 2021.

I. EXECUTIVE/CLOSED SESSION: None.

II. ADJOURNMENT:

At 8:15 p.m. the Meeting was adjourned by Mayor Johnson, Jr. with the common consent of the City Council.

Sadie A. Schaneman, CMC, City Clerk

Michael McCullough, Mayor

Items presented to Council at the December 07, 2021 Workshop:

(1) *Public Services Project Update* – Public Services Director Ryan Johnstone

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

CITY COUNCIL MEETING

December 14, 2021
6:00 P.M.



www.ci.bonney-lake.wa.us

Minutes

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

Virtual Location: <https://bluejeans.com/215767540>

By Telephone: 408-740-7256 (Meeting ID: 215 767 540#)

- I. CALL TO ORDER** – Mayor Neil Johnson Jr., called the meeting to order at 6:00 p.m.
- A. Pledge of Allegiance: Mayor Neil Johnson Jr., led the participants in the Pledge of Allegiance.
 - B. Roll Call: City Clerk Sadie Schaneman called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Justin Evans, Councilmember Terry Carter, Councilmember Gwendolyn Fullerton, Councilmember Angela Ishmael, Councilmember J. Kelly McClimans, Councilmember Dan Swatman, and Councilmember Tom Watson.

Staff members in attendance at the physical location were City Administrator John Vodopich, Chief of Police Bryan Jeter, Public Services Director Ryan Johnstone, City Engineer John Woodcock, Interim Administrative Services Director/Information Services Manager Chuck McEwen, City Clerk Sadie Schaneman, Administrative Specialist II Jessica Chavez and City Attorney Kathleen Haggard.

Staff members in virtual attendance using the City’s BlueJeans conference line were Human Resources Manager Debbie Mills, Deputy City Attorney/Prosecutor Dena Burke, Superintendent of Public Works Jack Niehuser, and Assistant Superintendent of Public Works Todd Bright.
 - C. Agenda Modifications: None.
 - D. Announcements, Appointments and Presentations: None.
 - 1. **AB21-175 – Motion** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Ratifying The Mayor’s Appointment Of Kerri Hubler And Todd Dole To The Planning Commission With A Term Ending April 6, 2024.

Councilmember Watson moved to ratify the Mayor’s appointments. Deputy Mayor Evans seconded the motion.

Motion Approved 7 – 0.

Councilmember Swatman reminded the Council that the Mayor does not need to get Council approval when appointing members of the Planning Commissions. Mayor Johnson stated he has always brought his selections to Council for them to have the information.

II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

A. Public Hearings: None.

B. Citizen Comments:

1. Mark Freeman – Secretary for the Greater Bonney Lake Historical Society. Presented to Mayor Johnson a certificate of appreciation and thanked him on behalf on the Greater Bonney Lake Historical Society.
2. Burhan Saleh – Fun Kayak Rentals. Explained that he is a vendor for the City of Bonney Lake and manages the Kayak Fun Rentals at Allan Yorke Park. He said he loves running the services and highlighted how the services he provides to the community have a positive impact on the City. He stated that his business deserves a new contract so he can bring back the kayak rentals so that the community does not lose out.
3. Chris Leir – Easttown business owner and developer. Thanked the Council, Staff and Mayor Johnson for their support over the last five years of development. He said the support of Mayor Johnson has been very unique and thanked Mayor Johnson with a gift.
4. Dan Decker – 201 70th St E Bonney Lake. Spoke on the “new world order”, corruption and the statements of the Guidestones. Also gave a public disclosure request to the City Clerk.
5. Brandy Brown and David Brown – Poor Dave’s Market. Stated they moved to Bonney Lake six years ago and just opened Poor Dave’s Market on 410 by the Harbor Stone Bank and Big Foot Java. They said they have had tremendous community support and that Poor Dave’s is a local specialty market that supports the sale of local items from not only Bonney Lake but also neighboring cities. They highlighted how they offer a place where citizens can shop locally and know their neighbors. They also stated they provide vendors a location to sell their products. Their goal is to create a space that keeps people in Bonney Lake and that they look forward to partnering with the Council and the rest of the Community.
6. Lillian McGinnis – Beautify Bonney Lake. Stated she is the Executive Director of Beautify Bonney Lake and told the story of how she met Mayor Johnson. She thanked Mayor Johnson for all the support he has given to not only Beautify Bonney Lake but all of the organizations he supports.

- C. Correspondence: None.

III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee: Deputy Mayor Evans reported the Finance Committee did not meet in the month of December and provided a recruitment update.
- B. Community Development Committee: Councilmember Swatman reported the Community Development Committee did not meet and invited Councilmembers to contact committee members for items they want brought to future workshops for discussion.
- C. Public Safety Committee: Councilmember Carter reported the Public Safety Committee did not meet and is expected to meet again Tuesday, January 11, 2022 at 3:30 p.m.
- D. Other Reports: None.

IV. CONSENT AGENDA:

Mayor Johnson announced that per the request of Councilmember McClimans items H and I will be removed from the Consent Agenda and added to Full Council Issues as items C and D.

- A. **Approval of Corrected Minutes**: November 16, 2021 Council Workshop and November 23, 2021 Council Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers**: Accounts Payable check/vouchers #90223 - 90311 and wire transfers #202100802, #2021110201, #2021110202, #2021110203, #2021110204, #2021110501, #2021110913, #2021111001, #2021111002 in the amount of \$1,159,622.33. Accounts Payable check/vouchers #90312 - 90388 in the amount of \$12,265.51. Accounts Payable check/vouchers #90389 in the amount of \$842.28. Accounts Payable wire transfer #2021111701 in the amount of \$37,557.38. Accounts Payable check/vouchers #90390 - 90435 and wire transfers #23574100 and 2021111901 in the amount of \$979,317.11.
- C. **Approval of Payroll**: November 16 – 30, 2021 for checks #34495-34504 including Direct Deposits and Electronic Transfers totaling \$767,051.39. **Voids**: Check #55701 (direct deposit) replaced with check #34494.
- D. **AB21-85 – Ordinance D21-85** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Changing The Zoning Classification Of Properties To Ensure Consistency With The City’s Adopted Comprehensive Plan.

- E. **AB21-131 – Ordinance D21-131** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapters 16.20 And 16.26 Of The Bonney Lake Municipal Code And The Corresponding Portions Of Ordinance Numbers 1615, 1491, 1325, 1570, 1523, 1301 Related To Frequently Flooded Areas.
- F. **AB21-165 – Ordinance D21-165** – An Ordinance of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 2.32.010 Of The Bonney Lake Municipal Code And The Corresponding Portions Of Ordinance No. 1647 Relating To Employee Holidays.
- G. **AB21-156 – Resolution 2993** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Judge Joanna Daniels To Sign The Agreement With The Administrative Office Of The Courts For The SB 5476 Therapeutic Court Grant Program.
- ~~H. **AB21-161 – Resolution 2995** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Approval Of An Amendment To The Professional Services Agreement With ARC Architects For Continued Construction Management Services For The Construction Of The Public Works Center. (Moved to Full Council Issues, Item C.)~~
- ~~I. **AB21-162 – Resolution 2996** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Approval Of A Supplement To The Professional Services Agreement To KPG To Provide Construction Management Support For The Construction Of The Public Works Center. (Moved to Full Council Issues, Item D.)~~
- J. **AB21-169 – Resolution 2999** – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Chief Of Police To Accept A Recreational Boating Safety Federal Financial Assistance Grant.
- K. **AB21-170 – Resolution 3000** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Designating And Appointing The City Clerk, City Administrator, And Administrative Services Director As Agents Of The City Of Bonney Lake To Receive Claims For Damages Under The Provisions Of RCW 4.96.020.
- L. **AB21-171 – Motion** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Cooperative Purchasing Agreement With The City Of Seattle.
- M. **AB21-172 – Motion** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Letter Extending The Current Contract For Court Services With The City Of Sumner Through March 31, 2022.

**Councilmember Watson moved to approve the Consent Agenda as modified.
Councilmember Carter seconded the motion.**

Motion approved 7 – 0.

V. FINANCE COMMITTEE ISSUES: None.

VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES: None.

VII. PUBLIC SAFETY COMMITTEE ISSUES: None.

VIII. FULL COUNCIL ISSUES:

- A. **AB21-173 – Resolution 3001** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Approval Of The Professional Services Agreement With Magnan Consulting Services Inc. For Commercial Construction Inspection Services.

**Councilmember Watson moved to approve Resolution 3001.
Councilmember Carter seconded the motion.**

Motion approved 7 – 0.

- B. **AB21-174 – Resolution 3002** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Construction Contract With Premier Field Development Contractors For The Construction Of The Allan Yorke Park Improvements Phase 1 Project.

**Councilmember Watson moved to approve Resolution 3002.
Councilmember Swatman seconded the Motion.**

City Engineer John Woodcock said that there will be a construction services contact coming forward in January and that the numbers should be under \$400,000. Councilmember Carter said he had an issue with the additional funds of 1.67 million with only a \$350,000 grant and that he would vote no as he thinks this should be moved to Midtown Park. Councilmember Watson said he also has the same concerns as Councilmember Carter and is not comfortable spending more money. He also said he does not see how it can be completed by June, expressed concern for crumb rubber and stated he would also vote no. City Engineer Woodcock said that the grant funding would be extended until the end of September and that the rubber is double coated. Mayor Johnson said this is the same material used in schools. Councilmember Fullerton expressed concern about the location of the fields since it is currently the parking lot for boat trailers and asked where that parking would be if they take away that parking lot. Mayor Johnson went over the money that will be used from general fund for the project and explained how Midtown Park will not be ready for 2 – 4 more years. He also said that if they don't do this now, it might not ever happen. Councilmember

Ishmael said that she agrees with Mayor Johnson and that there was a promise made to the citizens to get this done. She also stated she supports having a field like this in the area and that if we don't do it now, it can only get worse. Councilmember Swatman said that they have been working on this project for many years and that it was always meant to be a park. He also said the public has been told for many years there will be park services to better utilize, and it needs to get done. Deputy Mayor Evans expressed concern for how the project is already over budget during phase 1 of 4 and it seems all projects are going over budget/time. He also said he is not against the scope of work but wants to see a complete plan on how to fund it before moving forward. Councilmember McClimans said he would like this vote to get to a yes, as he thinks parks are very important to the City. Councilmember McClimans asked if postponing the vote until January will upset the completion date to which City Engineer Woodcock stated no.

**Councilmember McClimans motioned to table the item to the next Council Workshop on January 04, 2022 for further discussion.
Councilmember Watson seconded the motion.**

**Motion to table approved 6 – 1.
(Councilmember Ishmael voted no).**

- C. **(Moved from Consent, Item H) AB21-161 – Resolution 2995** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Approval Of An Amendment To The Professional Services Agreement With ARC Architects For Continued Construction Management Services For The Construction Of The Public Works Center.

**Councilmember Watson moved to approve Resolution 2995.
Deputy Mayor Evans seconded the motion.**

Councilmember McClimans said that he asked to move the Resolution to Full Council Issues to recognize the hard work done by staff at the Council Workshop last week. He also said that this is good example of how projects will require extra funds and time to complete and even though he supports this second addition, he will not support a third.

Motion approved 7 – 0.

- D. **(Moved from Consent, Item I) AB21-162 – Resolution 2996** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Approval Of A Supplement To The Professional Services Agreement To KPG To Provide Construction Management Support For The Construction Of The Public Works Center.

**Councilmember Watson moved to approve Resolution 2996.
Councilmember McClimans seconded the motion.**

Councilmember McClimans said there was a lot of hard work done here and that the project needs to be finished. He also said this cannot be allowed to happen a third time. Mayor Johnson thanked the staff for the hard work on the project.

Motion approved 7 – 0.

IX. EXECUTIVE/CLOSED SESSION: None.

X. ADJOURNMENT:

City Administrator John Vodopich presented to Mayor Johnson a plaque and street sign that acknowledged his hard work and dedication on the City Council from 2002 – 2005 and as Mayor from 2006 – 2021. Mayor Johnson thanked everyone for the gifts and recognition. He also thanked staff, expressed how much he has enjoyed being Mayor and stated that he was very proud of the group. Finally, he wished everyone all the best before adjourning the meeting.

At 6:56 p.m. the Meeting was adjourned by Mayor Johnson, Jr with the common consent of the City Council.

Sadie A. Schaneman, CMC, City Clerk

Michael McCullough, Mayor

Items presented to Council at the Meeting for the record: None.

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

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

Department/Staff Contact: Finance / Stephanie Tonellato	Meeting/Workshop Date: 1/11/2022	Agenda Bill Number: AB22-05
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3004	Sponsor:

Agenda Subject: To Authorize The Mayor To Sign And Accept A Vendor Agreement With Pierce County To Receive Low Income Home Water Assistance Funds For Our Customers

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney, Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Vendor Agreement With Pierce County To Be Able To Accept Low Income Home Water Assistance Funds For Our Utility Customers.

Administrative Recommendation: Approve and Sign

Background Summary: Due to the Governor’s moratorium on Utility Payments, a lot of customers have become behind on their payments to the City (approximately 685 customers as of 12/16/2021). The City already has a vendor agreement with Pierce County to receive assistance for utility bills from a utility assistance fund. This contract is so the City can receive the funds for water assistance also.

Attachments: Contract with Pierce County

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
0				<input type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other

Budget Explanation:

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Finance	<i>Approvals:</i>	Yes	No
	Date: 1/11/2022	Chair/Councilmember	Terry Carter	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	Tom Watson	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember	Justin Evans	<input type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s): 1/11/2022	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS

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

RESOLUTION NO. 3004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A VENDOR AGREEMENT WITH PIERCE COUNTY TO RECEIVE LOW INCOME HOME WATER ASSISTANCE FUNDS.

WHEREAS, The City of Bonney Lake currently contracts with Pierce County for Utility Assistance Funds; and

WHEREAS, The County has received monies for a Low-Income Home Water Assistance funds; and

WHEREAS, the monies can be utilized by our customers to help with their late utility bills to avoid disconnection; and

WHEREAS, in order for our customers to utilize the monies, the Mayor must sign the vendor agreement with Pierce County to accept funds for our customers; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Bonney Lake does hereby authorize the Mayor to sign the Vendor Agreement with Pierce County, Washington.

PASSED by the City Council this 11th day of January, 2022.

Michael McCullough., Mayor

AUTHENTICATED:

Sadie Schaneman, CMC, City Clerk

PIERCE COUNTY HUMAN SERVICES
LOW INCOME HOME WATER ASSISTANCE PROGRAM
(LIHWAP) VENDOR AGREEMENT

This Agreement, effective as of October 1, 2021, is entered into by and between PIERCE COUNTY HUMAN SERVICES (hereinafter, referred to as the “County” or “Agency”) and «Name», a supplier of home water and/or wastewater, (hereinafter, referred to as the “Water Vendor” or “Vendor”) of the Low-Income Home Water Assistance Program (LIHWAP).

1. PURPOSE

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of, and rates charged to, such households for such services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

2. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

- a. "County" shall mean the Pierce County through its Department of Human Services;
- b. "Supplier of home water" shall mean the Water Vendor receiving LIHWAP payments from the County for eligible households; and
- c. "Eligible household" or "eligible customer" shall mean a customer who qualifies for water assistance as determined by the County under LIHWAP.

3. TERM OF THE AGREEMENT

This Agreement is effective October 1, 2021, and shall end on September 30, 2022.

4. COMPENSATION

The maximum consideration of this Agreement shall not exceed the maximum LIHWAP direct service funds allowed, per the Contract between the Washington State Department of Commerce and Pierce County Human Services. (See Section 5 below.)

5. PERIOD OF PAYMENT

The County will make payments to the Vendor on behalf of customers who have been determined eligible by the County for the term of the Agreement (LIHWAP payments). All payments are contingent upon appropriation and allocation of funds in accordance with federal, state, and local law.

6. COUNTY RESPONSIBILITIES

The County shall:

- a. Accept and review client applications and determine eligibility of households for payments.
- b. Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
- c. Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
- d. Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the agency.
- e. Notify customer and/or vendor of the customer's eligibility and total benefit amount.
- f. Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.
- g. Upon request from vendor, provide a statement verifying income of an eligible household for the sole purpose of determining moratorium eligibility, within the statutory guidelines of confidentiality.

7. CLIENT ELIGIBILITY REQUIREMENTS AND BENEFIT LIMITS

- a. Households must be at or below 150% of the Federal Poverty Level.

- b. Households must have water service disconnected and/or be facing legal action for nonpayment.
- c. The benefit level will depend on what is needed to reconnect service or bring the account to a zero-dollar balance, not to exceed \$2,500 per household. As illustrative, but not exclusive, examples:
 - i. If a household owes \$700, the County will pay \$700.
 - ii. If another household owes \$2,800, the County will pay \$2,500, and the utility provider and the household will enter into a payment arrangement for the \$300 balance.

8. WATER VENDOR RESPONSIBILITIES

The Water Vendor shall:

- a. Notify the County if the Vendor receives more than one water assistance payment for a customer between October 1, 2021, and September 30, 2022;
- b. Immediately apply the benefit to customer's current/past due bill, deposit/reconnect requirements, or arrearages to eliminate the amount owed by the customer and agree to maintain service to customer for a period of 30-days;
- c. Notify the customer of the amount of benefit payment applied to the customer's billing.
- d. Keep customer records confidential.
- e. Maintain records for four (4) years from the date of this agreement, or longer if the vendor is notified that a fiscal audit for a specific program year is unresolved.
- f. Not treat adversely, or discriminate against, any household that receives assistance payments; either in the cost of the goods supplied or the services provided.
- g. Upon request of the agency, provide eligible customer's consumption history and account balance for the sole purpose of determining customer benefit.

- h. Comply with the provisions of the state law regarding disconnects and pertinent provisions of the Washington Administrative Code related to moratoria, if governed by that ruling.
- i. Make records available for review by authorized staff of the agency and Washington State Department of Commerce and the U.S. Department of Health and Human Services.

9. DATA COLLECTION

The Water Vendor shall keep records showing the following:

- a. Name and address of households who received LIHWAP payments;
- b. Amount of assistance accrued to each household;
- c. Source of payment; and
- d. Amount of the household's credit balance when the LIHWAP payment establishes a line of credit. This credit balance also needs to show on all customer billing documents.

10. INSURANCE REQUIREMENTS

The Vendor shall, at the Vendor's own expense, maintain, with an insurance carrier licensed or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and commercial general liability insurance:

Commercial Automobile Liability

Bodily Injury Liability and Property Damage Liability
Insurance-\$1,000,000.00 each occurrence OR combined single
limit coverage of \$2,000,000.00, with no greater than a
\$1,000.00 deductible.

Commercial General Liability

Bodily Injury Liability and Property Damage Liability Insurance
\$1,000,000.00 each occurrence OR combined single limit
coverage of \$2,000,000.00, with no greater than a \$1,000.00
deductible.

Pierce County shall be named as an additional insured on all required policies, and such insurance carried by the Vendor shall be primary over any insurance carried by Pierce County. The Vendor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution, which shall be attached to the contract.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of, or material change in the coverage required, thirty (30) days written notice will be furnished by the County prior to the date of cancellation, change or nonrenewal, and such notice is to be sent to Pierce County Human Services, 3602 Pacific Avenue, Suite 200, Tacoma, WA 98418.

11. INDEMNIFICATION, BIND AND CONVEY

- a. The Vendor and its officers, agents, employees, subcontractors and/or consultants agree to defend, Indemnify, and save harmless Pierce County and Washington State Department of Commerce (DOC) and their appointed and elective officers and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the County and DOC, and their elected or appointed officials or employees, for damages because of personal or bodily injury, including death, at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, its officers, agents, employees, subcontractors, and/or consultants, successor or assigns, or the County and DOC, or their appointed or elected officers, employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or DOC, or their appointed or elected officials or employees. The Vendor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the County or DOC, or their agents, agencies, employees, and officers, except as provided below.
- b. The following paragraph applies to all work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair,

addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, or to a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract:

- i. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph is caused by or results from the concurrent negligence of the County or DOC the County's or DOC's agents or employees, and the Vendor or its officers, agents, or employees, the indemnity provisions provided for in this Agreement shall be valid and enforceable only to the extent of the Vendor's negligence.
- c. The Vendor agrees that the obligation "to indemnify, defend, and hold the County and DOC harmless as provided above extends to any claim brought on behalf of any employee of the Vendor and its subcontractors or consultants." The Vendor specifically and expressly waives any immunity under Insurance Title 51, RCW, and acknowledges that this waiver was mutually negotiated and agreed to by the parties herein.
- d. The Vendor agrees to be bound by the General Terms and Conditions of the Washington State Department of Commerce Low-Income Home Water Assistance Program (LIHWAP) contract, which is available upon request.

12. INDEPENDENT CONTRACTORS

In the performance of this Agreement the Water Vendor, its agents and employees, is acting as an independent contractor and not as an agent or employee of the County, Department of Commerce, the State of Washington, or the United States Government.

13. DEBARMENT

The Water Vendor shall assure that its officers, agents, subcontractors, and consultants shall not fund, contract with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

The Water Vendor certifies that the Water Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

from participating in the Agreement by any federal department or agency. If requested by the County, the Water Vendor shall complete a Certification Debarment, Suspension, Ineligibility, and Voluntary Exclusion form.

14.TERMINATION

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If funding is withdrawn, reduced, or eliminated by Commerce, the agency has the right to terminate this agreement immediately.

15.ASSIGNMENT OF AGREEMENT

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

16.REGULATIONS AND REQUIREMENTS

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in this Agreement.

17.VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

18.DISPUTES

Differences between the Vendor and the County, arising under and by virtue of the Agreement shall be brought to the attention of the County Director at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken.

19.ENTIRE AGREEMENT

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the days indicated below:

<p>AGENCY:</p>	<p>PIERCE COUNTY:</p>
1/11/2022	Reviewed By:
Signature of Corporate Officer Date	
Michael McCullough	
Mayor	
Print Signer's Name and Title	Deputy Prosecuting Attorney (<i>As to form Only</i>) <i>D a t e</i>
City of Bonney Lake	
Agency Name	
P.O. Box 7380	Finance Date
Bonney Lake, WA 98391	
Mailing Address	Approved By:
Contact Name: Stephanie Tonellato	
Contact Phone Number: 253-447-4315	Heather Moss Date
DUNS No.: 17-709-4588	Director, Human Services
UBI No.: 277-000-893	
	County Executive (<i>\$250,000 or more</i>) Date

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

Department/Staff Contact: PS / John Woodcock	Meeting/Workshop Date: 11 January 2022	Agenda Bill Number: AB22-06
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3005	Sponsor:

Agenda Subject: Approve the signing of the Local Agency Contract for the construction of the Fennel Creek Trail 2B-2 between the City of Bonney Lake and W.S. Construction.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Award The Local Agency Contract For The Fennel Creek Trail 2b-2 Project To W.S. Contractors.

Administrative Recommendation: Approve

Background Summary: On November 17th, 2021 the City of Bonney Lake opened seven bid proposals for the Fennel Creek Trail 2B-2 project. The Engineer's estimate was \$1,084,735. The lowest responsive bid was from W.S Contractors at \$1,139,890.
 The City has included a 10% contingency amount of \$113,989. Total for this bill will be \$1,253,879.
 The City has received two federally supported grants for this project. A \$1,079,825 Pedestrial and Bicycle Safety State Grant from Washington State in 2019 and most recently and additional \$540,413 in late 2020 for a combined \$1,619,738. These federal funds will also support the construction management services that will be provided in a following agenda bill.

Attachments: Resolution, Local Agency Contract, Maps, Bid Tabulations, Grant award letter

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
2022- \$1,783,960	\$1,783,960	\$1,253,879	\$530,081	<input type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input checked="" type="checkbox"/> Other

Budget Explanation: Park: Eden - 302.035.076.594.76.65.01 Fennel Creek Trail
 Revenue Source: Park

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Community Development <i>Approvals:</i>		Yes	No
	Date: 4 January 2022			
	Chair/Councilmember	Dan Swatman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Councilmember	Tom Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Councilmember	Kelly McClimans Sr	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Forward to:	Consent Agenda:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 1/11/2022	Tabled to Date:

APPROVALS

Director: <i>Ryan Johnstone</i>	Mayor: <i>Michael McCullough</i>	Date Reviewed by City Attorney: (if applicable)
---	--	---

RESOLUTION NO. 3005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO AWARD THE LOCAL AGENCY CONTRACT FOR THE FENNEL CREEK TRAIL 2B-2 PROJECT TO W.S. CONTRACTORS.

WHEREAS, City Council has approved the construction of the Fennel Creek Trail in the 2021-2022 Biennial budget; and

WHEREAS, the City of Bonney Lake received a federal grant from Puget Sound Regional Council (PSRC) on October 31, 2018 for \$1,079,825 for the construction of the Fennel Creek Trail Segment 2B-2; and

WHEREAS, WSDOT approved the Funding Package on June 1, 2021 meeting the deadline set forth by PSRC; and

WHEREAS, WSDOT approved an additional federal grant opportunity in the amount of \$540,413 on July 13, 2021; and

WHEREAS, WSDOT reapproved the subsequent Funding Package on July 21, 2021 for the increased amount of grant of \$1,619,738; and

WHEREAS, on November 17th the City of Bonney Lake opened seven bids which ranged from \$1,099,523 to \$1,570,570, the Engineer's estimate for the project was \$1,084,735; and

WHEREAS, the first apparent low bidder was deemed non-responsive therefore the responsive low bidder was determined to be W.S. Contractors at \$1,139,890; and

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the contract with W.S. Contractors in the amount of \$1,139,890 which includes tax.

BE IT FURTHER RESOLVED that the City of Bonney Lake Council does hereby authorize Construction Contingency (10%) in the amount of \$113,989 based on the bid received.

PASSED by the City Council this 11th day of January, 2022.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie Schaneman, CMC, City Clerk

City of Bonney Lake
 Bid for: Fennel Creek Trail- Phase 2B-2 project
 STPUL-0105(030)
 Date: 11/17/21 10:000 am

Name	Local Agency Declaration	Local Agency Subcontractor's List	Local Agency Qualification Certificate	Proposal page	Acknowledge receipt of Addendum 1	Schedule of Prices	Local Agency Proposal Signature page	DBE Utilization Certificate	DBE Written Confirmation documents	DBE Bid Item breakdown	DBE Trucking Credit form	Proposal for Incorporating Recycled Materials	Certification of Compliance w/ Wage Payment	Schedule of Prices	Bid Supplement- date & time received	Good Faith Effort Documentation	Apparent Low Bidder
	Non-Collusion Declaration	Bidders Qualification Certificate	Local Agency Proposal Certificate	Proposal page	Acknowledge receipt of Addendum 1	Schedule of Prices	Local Agency Proposal Signature page	DBE Utilization Certificate	DBE Written Confirmation documents	DBE Bid Item breakdown	DBE Trucking Credit form	Proposal for Incorporating Recycled Materials	Certification of Compliance w/ Wage Payment	Schedule of Prices	Bid Supplement- date & time received	Good Faith Effort Documentation	Apparent Low Bidder
1 Ceccanti 4116 Brookdale Rd. E Tacoma, WA 98446 253-377-2553 billp@ceccantuunc.com	X	X	X	X	X	X	X	X	X	X	X	X	X	\$1,262,304.00	n/a		
2 W.S. Contractors PO Box 2300 Buckley, WA 98321 206-793-7971 rob@wscontractors.com	X	X	X	X	X	X	X	X	X	X	X	X	X	\$1,139,890.00	n/a	X	2
Bill Wheeler Construction, Inc. PO Box 154 Enumclaw, WA 98022 360-825-4623	X	X	X	X	X	X	X	X	X	X	X	X	X	\$1,234,075.25			
Massana Construction, Inc. 4810 Pt. Fosdick Dr. STE 237 Gig Harbor, WA 98335 253-250-9832 keyserm@massanaconstructio n.com	X	X	X	X	X	X	X	X	X	X	X	X	X	\$1,409,633.00			
Quigg Bros. Inc. 819 West State Street Aberdeen, WA 98520 360-533-1530 qbibid@quiddbros.com	X	X	X	X	X	X	X	X	n/a	X	X	X	X	\$1,233,545.00			3

July 21, 2021

Mr. John Vodopich
Public Services Director
City of Bonney Lake
PO Box 7380
Bonney Lake, Washington 98391

**City of Bonney Lake
Fennel Creek Trail Segment 2B-2
STPUL-0105(030)
FUND AUTHORIZATION**

Dear Mr. Vodopich:

We have received FHWA fund authorization, effective July 13, 2021, for this project as follows:

PHASE	TOTAL	FEDERAL SHARE
Construction	\$1,930,663	\$1,619,738

The following are required to ensure compliance with federal and state requirements:

- Advertisement of the project within six weeks of construction authorization.
- Submit the Award Data to the Region Local Programs Engineer prior to construction start.
- Show continuous project progress through monthly billings, until the project is complete. Failure to show continuous progress may result in the project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA10111 between WSDOT and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency. ***Any costs incurred after the Project Agreement End Date shown on the agreement are not eligible for federal reimbursement. In addition, all eligible costs incurred prior to the End Date must be billed within sixty (60) days of the End Date or they are ineligible for federal reimbursement.***

You may proceed with the administration of this project in accordance with your WSDOT approved Certification Acceptance agreement.

Sincerely,

Stephanie Tax

Stephanie Tax
Manager, Program Management
Local Programs

ST:jg:ml
Enclosure

cc: Bryan Dias, Olympic Region Local Programs Engineer, MS 47440

Local Agency Contract

THIS AGREEMENT, made and entered into this 11th day of January, 2022. between the City of Bonney Lake, and the contractor, W.S. Contractors, LLC under and by virtue of Title 47 RCW, as amended and

W.S. Contractors, LLC
PO Box 2300
Buckley, WA 98321

hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for:

The project includes construction of approximately 495 linear feet of pile supported boardwalk, approximately 1,315 linear feet of at-grade HMA joint-use trail along the area near Fennel Creek, This project will have very limited access and will have to be constructed in a linear fashion, so bid prices should reflect the construction constraints.

in accordance with and as described in the attached plans and specifications, and the standard specifications of the which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by.

II. hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

IV. It is further provided that no liability shall attach to the State by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and City of Bonney Lake has caused this instrument to be executed by and in the name of the day and year first above written.

Executed by the Contractor: W.S. Contractors, LLC

Title: Member

By: Heather Wilson - 

Date: January 5th, 2022

Local Agency: City of Bonney Lake

Title: Mayor

By: _____

Date: January 11, 2022

A PORTION OF THE SW ¼ & SE ¼ OF SECTION 33, T. 20 N., R. 5 E., W.M.
 A PORTION OF THE NW ¼ & SW ¼ OF SECTION 4, T. 19 N., R. 5 E., W.M.
 CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON



SURVEY NOTES:
 BASIS OF BEARINGS

N88°57'44"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 PER RECORD OF SURVEY FILED UNDER AFN 201707275005

HORIZONTAL DATUM:

HORIZONTAL DATUM FOR THIS SURVEY IS NAD 1983(91), WASHINGTON STATE PLANE SOUTH ZONE, U.S. SURVEY FEET, BASED ON PUBLISHED INFORMATION FROM WSDOT, POINT DESIGNATION "BM 48 RESET"

"BM 48 RESET"
 NORTHING: 676670.136
 EASTING: 1221044.982

VERTICAL DATUM:

VERTICAL DATUM IS NAVD88 BASED ON PUBLISHED INFORMATION FROM WSDOT, POINT DESIGNATION "BM 48 RESET"

ELEVATION: 570.619

SURVEY CONTROL:

PMX #1003
 SET PK NAIL
 N 67.6320.36 E 1224105.44 ELEV. 484.64
 PMX #9000
 FOUND REBAR & CAP
 N 67.4458.00 E 1223347.88 ELEV. 500.40
 PMX #9013
 FOUND MON IN CASE
 N 67.1245.35 E 1221909.18 ELEV. 459.65

METHOD:
 CONVENTIONAL CONTROL WITH LEICA 1203 TOTAL STATION.
 GPS CONTROL WITH TOPCON GR-3

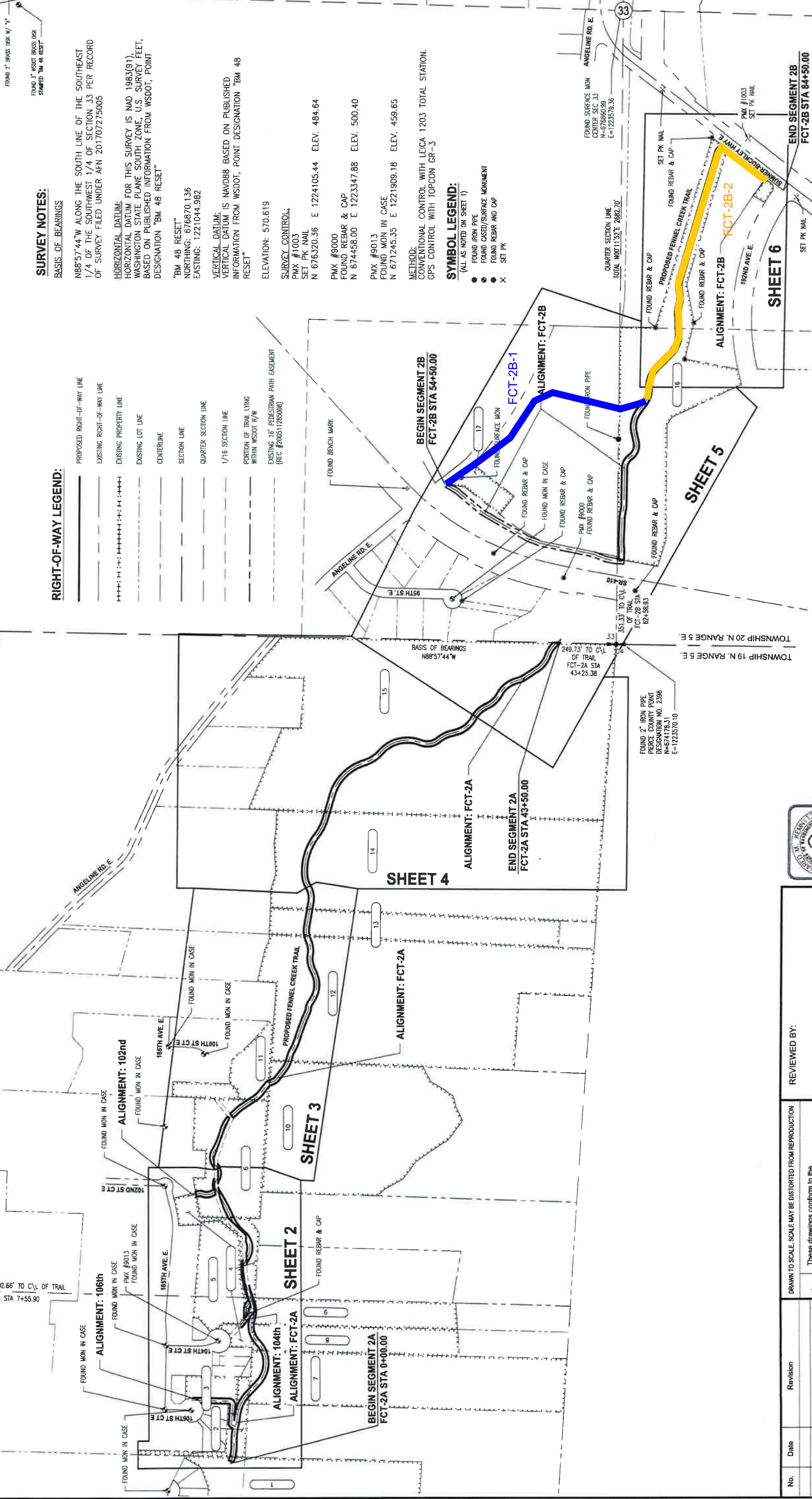
SYMBOL LEGEND:
 (ALL AS NOTED ON SHEET 1)

- FOUND IRON PIPE
- FOUND Cased/SURFACE MONUMENT
- FOUND REBAR AND CAP
- X SET PK

RIGHT-OF-WAY LEGEND:

- PROPOSED RIGHT-OF-WAY LINE
- - - EXISTING RIGHT-OF-WAY LINE
- - - EXISTING PROPERTY LINE
- - - EXISTING LOT LINE
- CENTERLINE
- SECTION LINE
- QUARTER SECTION LINE
- 1/16 SECTION LINE
- - - PORTION OF TRAIL LYING WITHIN WSDOT R/W
- - - EXISTING 16' PEDESTRIAN PATH EASEMENT (REC #200511285008)

SURVEY CONTROL
 FOUND BENCH MARK



FENNEL CREEK TRAIL - SEGMENT 2
 CITY OF BONNEY LAKE
 RIGHT OF WAY PLANS

SURVEYED	SS
DRAWN	SNS
CHECKED	JK
APPROVED	[Signature]

Parametrix
 ENGINEERING - PLANNING ENVIRONMENTAL SCIENCES
 1019 39TH AVENUE SE, SUITE 100 | PUYALLUP, WA 98374
 P 253.604.6600
 WWW.PARAMETRIX.COM

REVIEWED BY:	DATE
Project Manager	DATE
Assistant City Engineer	DATE
APPROVED BY:	DATE
City Engineer	DATE

RECORD DRAWING CERTIFICATION
 These drawings conform to the Contractor's construction records.
 Drawn By: _____ Date: _____
 Construction Inspection _____ Date: _____

No.	Date	Revision

A PORTION OF THE SW 1/4 & SE 1/4 OF SECTION 33, T. 20 N., R. 5 E., W.M.
 A PORTION OF THE NW 1/4 & SW 1/4 OF SECTION 4, T. 19 N., R. 5 E., W.M.
 CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON

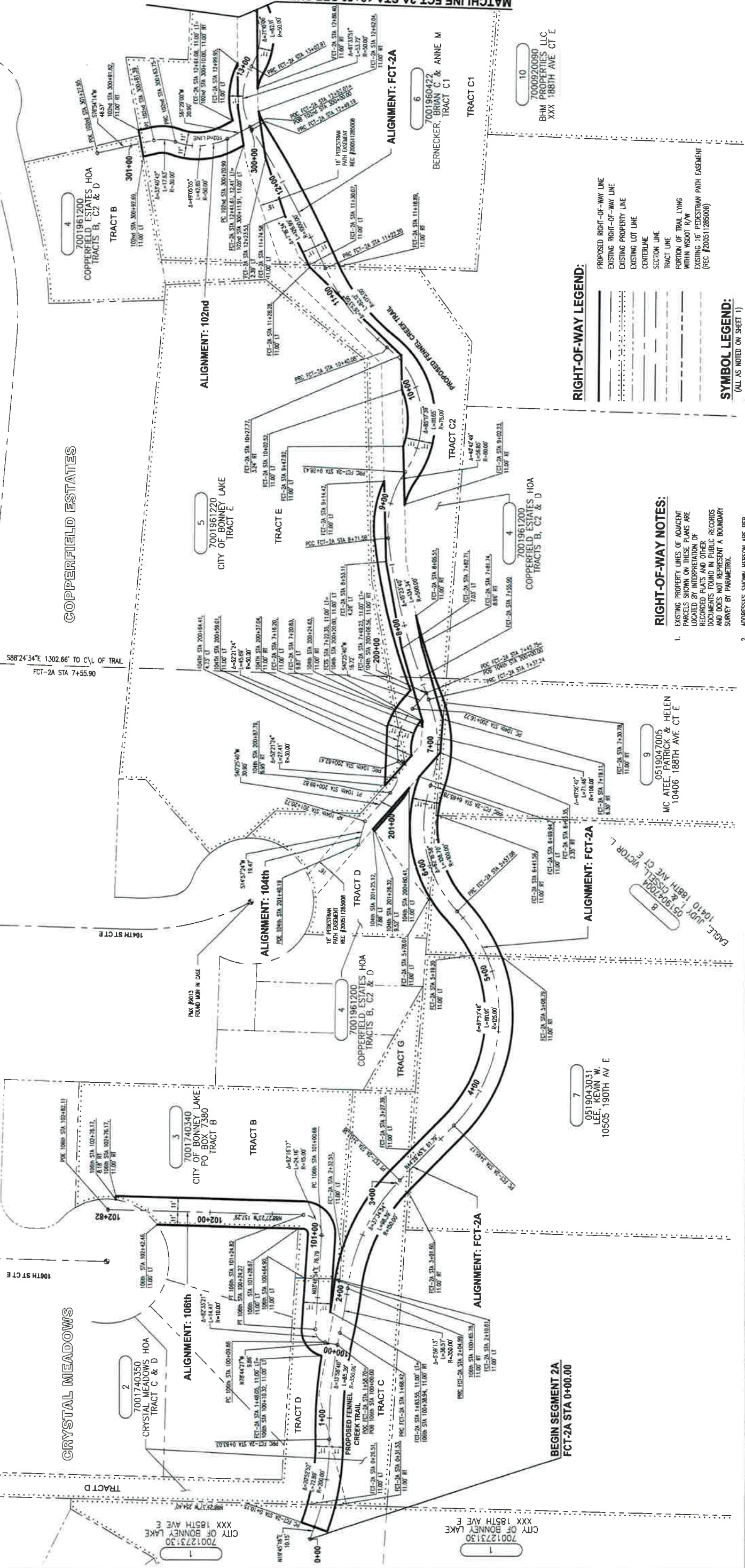


185TH AVE. E

S88°24'34"E 1302.66' TO C.V. OF TRAIL
 FCT-2A STA 7+55.90

COPPERFIELD ESTATES

CRYSTAL MEADOWS



- RIGHT-OF-WAY LEGEND:**
- PROPOSED RIGHT-OF-WAY LINE
 - EXISTING RIGHT-OF-WAY LINE
 - EXISTING PROPERTY LINE
 - EXISTING LOT LINE
 - CENTERLINE
 - SECTION LINE
 - TRACT LINE
 - PORTION OF TRAIL LYING WITHIN WSOT P/W
 - EXISTING 16' PEDESTRIAN PATH EASEMENT (REC #200511285008)

- RIGHT-OF-WAY NOTES:**
- EXISTING PROPERTY LINES OF ADJACENT PARCELS SHOWN ON THESE PLANS ARE LOCATED BY INTERPRETATION OF RECORDED PLATS AND OTHER DOCUMENTS FOUND IN PUBLIC RECORDS AND DOES NOT REPRESENT A BOUNDARY SURVEY BY PARAMETRIX.
 - ADDRESSES SHOWN HEREON ARE PER THE PIERCE COUNTY ASSESSOR'S WEB SITE. PARCELS WITHOUT ADDRESS NUMBERS ARE SHOWN AS XXX OR TRACT #S.

- SYMBOL LEGEND:**
 (ALL AS NOTED ON SHEET 1)
- FOUND IRON PIPE
 - FOUND CAVED/SURFACE MONUMENT
 - FOUND REBAR AND CAP
 - X SET PK



REVIEWED BY: _____ DATE _____
 Project Manager
 Assistant City Engineer
 APPROVED BY: _____ DATE 3/4/20
 City Engineer

RECORD DRAWING CERTIFICATION
 These drawings conform to the Contractor's construction records.
 Drawn By: _____ Date _____
 Construction Inspection

No.	Date	Revision

FENNEL CREEK TRAIL - SEGMENT 2
 CITY OF BONNEY LAKE
 RIGHT OF WAY PLANS

ONE INCH AT FULL SCALE
 IF NOT, SCALE ACCORDINGLY
 DATE MAY 2019

Parametrix
 ENGINEERING PLANNING ENVIRONMENTAL SCIENCES
 1019 39TH AVENUE SE, SUITE 100 | PUYALLUP, WA 98374
 P 253.604.6600
 WWW.PARAMETRIX.COM

5-1-19

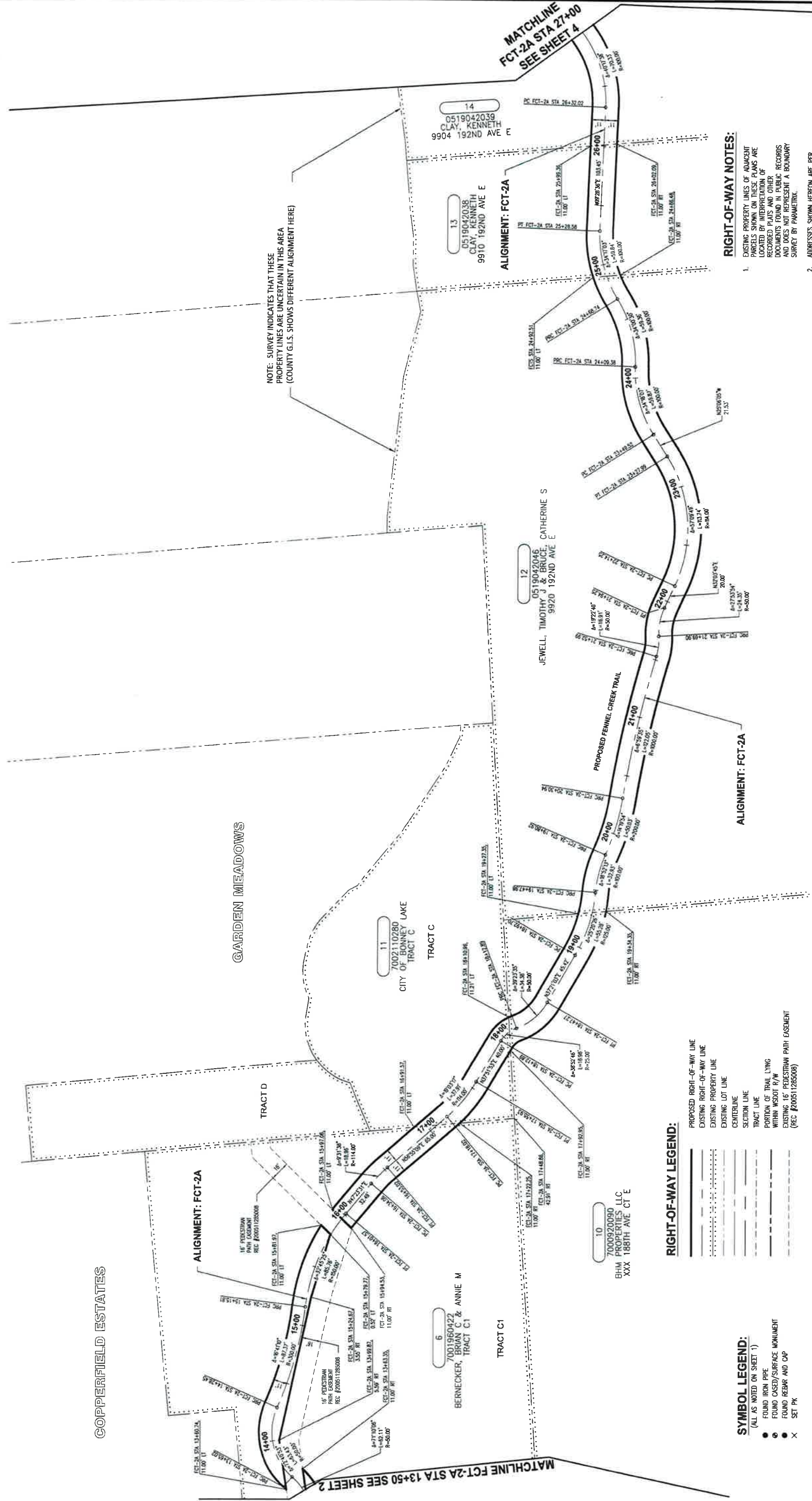
DATE 3/4/20

DATE 3/4/20

DATE 3/4/20



A PORTION OF THE SW 1/4 & SE 1/4 OF SECTION 33, T. 20 N., R. 5 E., W.M.
 A PORTION OF THE NW 1/4 & SW 1/4 OF SECTION 4, T. 19 N., R. 5 E., W.M.
 CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON



NOTE: SURVEY INDICATES THAT THESE PROPERTY LINES ARE UNCERTAIN IN THIS AREA (COUNTY G.I.S. SHOWS DIFFERENT ALIGNMENT HERE)

RIGHT-OF-WAY NOTES:

- EXISTING PROPERTY LINES OF ADJACENT PARCELS SHOWN ON THESE PLANS ARE LOCATED BY INTERPRETATION OF RECORDED PLATS AND OTHER DOCUMENTS FOUND IN PUBLIC RECORDS AND DOES NOT REPRESENT A BOUNDARY SURVEY BY PARAMETRIX.
- ADDRESSES SHOWN HEREON ARE PER THE PIERCE COUNTY ASSESSOR'S WEB SITE. PROPERTIES WITHOUT ADDRESS NUMBERS ARE SHOWN AS XXX UR TRACT #S.

RIGHT-OF-WAY LEGEND:

- PROPOSED RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING PROPERTY LINE
- EXISTING LOT LINE
- CENTERLINE
- SECTION LINE
- TRACT LINE
- PORTION OF TRAIL LYING WITHIN WISDOT R/W
- EXISTING 15' PEDESTRIAN PATH EASEMENT (REC #200511285008)

SYMBOL LEGEND:
 (ALL AS NOTED ON SHEET 1)

- FOUND IRON PIPE
- FOUND CASD/SURFACE MONUMENT
- FOUND REBAR AND CAP
- × SET PX



Parametrix
 ENGINEERING TRAINING ENVIRONMENTAL SCIENCES
 1019 39TH AVENUE SE, SUITE 100 | PUYALLUP, WA 98374
 P 253.604.6600
 WWW.PARAMETRIX.COM

SURVEYED	SS
DRAWN	SNS
CHECKED	JK
APPROVED	

ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY
 PLAN # 01106SP02109-SV_ROW
 SUB # 214-1611-065 (02.09)
 DATE MAY 2019

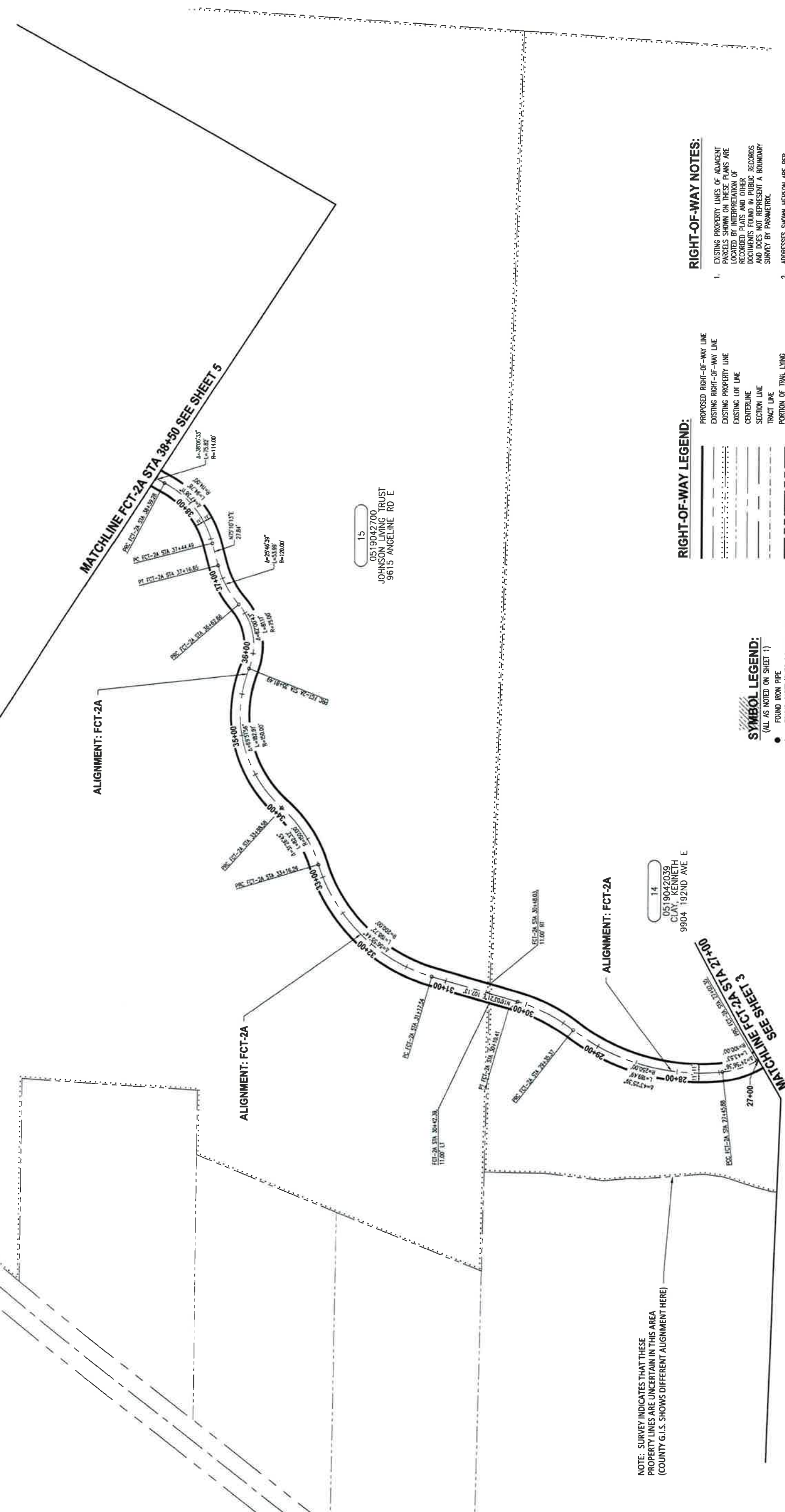
FENNEL CREEK TRAIL - SEGMENT 2
 CITY OF BONNEY LAKE
 RIGHT OF WAY PLANS

SHEET NO
 3 OF 7

No.	Date	Revision	DRAWN TO SCALE. SCALE MAY BE DISTORTED FROM REPRODUCTION	RECORD DRAWING	DATE
				CONSTRUCTION INSPECTION	DATE
These drawings conform to the Contractor's construction records.			Project Manager	DATE	DATE
Drawn By:			Assistant City Engineer	DATE	DATE
Construction Inspection			APPROVED BY:	DATE	DATE
			City Engineer	DATE	DATE



A PORTION OF THE SW 1/4 & SE 1/4 OF SECTION 33, T. 20 N., R. 5 E., W.M.
 A PORTION OF THE NW 1/4 & SW 1/4 OF SECTION 4, T. 19 N., R. 5 E., W.M.
 CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON



NOTE: SURVEY INDICATES THAT THESE
 PROPERTY LINES ARE UNCERTAIN IN THIS AREA
 (COUNTY G.I.S. SHOWS DIFFERENT ALIGNMENT HERE)

- RIGHT-OF-WAY LEGEND:**
- PROPOSED RIGHT-OF-WAY LINE
 - EXISTING RIGHT-OF-WAY LINE
 - EXISTING PROPERTY LINE
 - EXISTING LOT LINE
 - CENTERLINE
 - SECTION LINE
 - TRACT LINE
 - PORTION OF TRAIL LYING WITHIN WISDOT P/W
 - EXISTING 16' PEDESTRIAN PATH E/ (REC #200511285008)
- RIGHT-OF-WAY NOTES:**
- EXISTING PROPERTY LINES OF ADJACENT PARCELS SHOWN ON THESE PLANS ARE LOCATED BY INTERPRETATION OF RECORDED PLATS AND OTHER DOCUMENTS FOUND IN PUBLIC RECORDS AND DOES NOT REPRESENT A BOUNDARY SURVEY BY PARAMETRIX.
 - ADDRESSES SHOWN HEREON ARE PER THE PIERCE COUNTY ASSESSOR'S WEB SITE. PROPERTIES WITHOUT ADDRESS NUMBERS ARE SHOWN AS XXX OR TRACT #'S.

- SYMBOL LEGEND:**
 (ALL AS NOTED ON SHEET 1)
- FOUND IRON PIPE
 - FOUND CASED/SURFACE MONUMENT
 - FOUND REBAR AND CAP
 - X SET PK

15
 0519042700
 JOHNSON LIVING TRUST
 9615 ANGELINE RD E

14
 0519042039
 CLAY, KENNETH
 9904 192ND AVE E



REVIEWED BY:

Project Manager	DATE
Assistant City Engineer	DATE
APPROVED BY:	DATE
City Engineer	DATE

RECORD DRAWING CERTIFICATION

These drawings conform to the Contractor's construction records.	Date
Drawn By:	Construction Inspection

No.	Date	Revision

ONE INCH AT FULL SCALE, IF NOT SCALE ACCORDINGLY
 PU1611065P02709-SV ROW
 JOB NO. 214-1611-065 (02.09)
 DATE MAY 2019

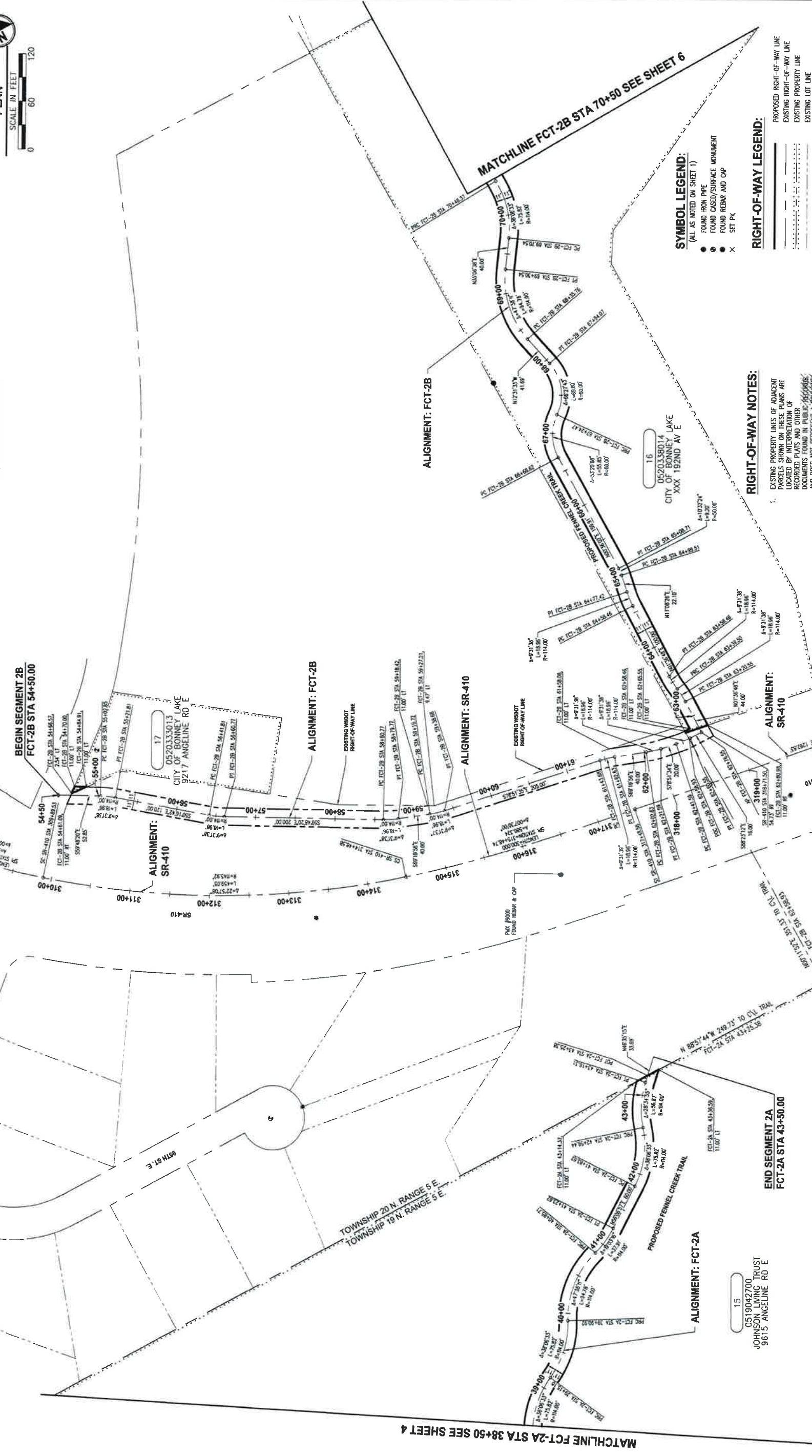
SURVEYED SS
 DRAWN SNS
 CHECKED JK
 APPROVED

Parametrix
 ENGINEERING, PLANNING, ENVIRONMENTAL SCIENCES
 1019 39TH AVENUE SE, SUITE 100 | PUYALLUP, WA 98374
 WWW.PARAMETRIX.COM

FENNEL CREEK TRAIL - SEGMENT 2
 CITY OF BONNEY LAKE
 RIGHT OF WAY PLANS



A PORTION OF THE SW 1/4 & SE 1/4 OF SECTION 33, T. 20 N., R. 5 E., W.M.
 A PORTION OF THE NW 1/4 & SW 1/4 OF SECTION 4, T. 19 N., R. 5 E., W.M.
 CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON



SYMBOL LEGEND:
 (ALL AS NOTED ON SHEET 1)
 ● FOUND IRON PIPE
 ● FOUND CAVED/SURFACE MONUMENT
 ● FOUND REBAR AND CAP
 X SET PK

RIGHT-OF-WAY LEGEND:
 — PROPOSED RIGHT-OF-WAY LINE
 - - - EXISTING RIGHT-OF-WAY LINE
 - - - EXISTING PROPERTY LINE
 - - - EXISTING LOT LINE
 - - - CENTERLINE
 - - - SECTION LINE
 - - - TRACT LINE
 - - - PORTION OF TRAIL LYING WITHIN WS001 R/W
 - - - EXISTING 16' PEDESTRIAN PATH EASEMENT (REC. 20051288008)

RIGHT-OF-WAY NOTES:
 1. EXISTING PROPERTY LINES OF ADJACENT PARCELS SHOWN ON THESE PLANS ARE LOCATED BY INTERPRETATION OF RECORDED PLATS AND OTHER DOCUMENTS FOUND IN PUBLIC RECORDS AND DOES NOT REPRESENT A PROFESSIONAL SURVEY BY PARAMETRIX.
 2. ADDRESSES SHOWN HEREON ARE PER THE PIERCE COUNTY ASSESSOR'S WEB SITE. PROPERTIES WITHOUT ADDRESS NUMBERS ARE SHOWN AS XXX OR TRACT #/S.

FENNEL CREEK TRAIL - SEGMENT 2
 CITY OF BONNEY LAKE
 RIGHT OF WAY PLANS

ONE INCH AT FULL SCALE, IF NOT, SCALE ACCORDINGLY
 FILE NAME: PUB10106SP02T09-SV_ROW
 2007 11 21 14-1611-065 (02.09)
 DATE: MAY 2019

Parametrix
 ENGINEERING PLANNING ENVIRONMENTAL SCIENCES
 1019 39TH AVENUE SE, SUITE 100 | RYDALUP, WA 98374
 P. 253.604.6600
 WWW.PARAMETRIX.COM

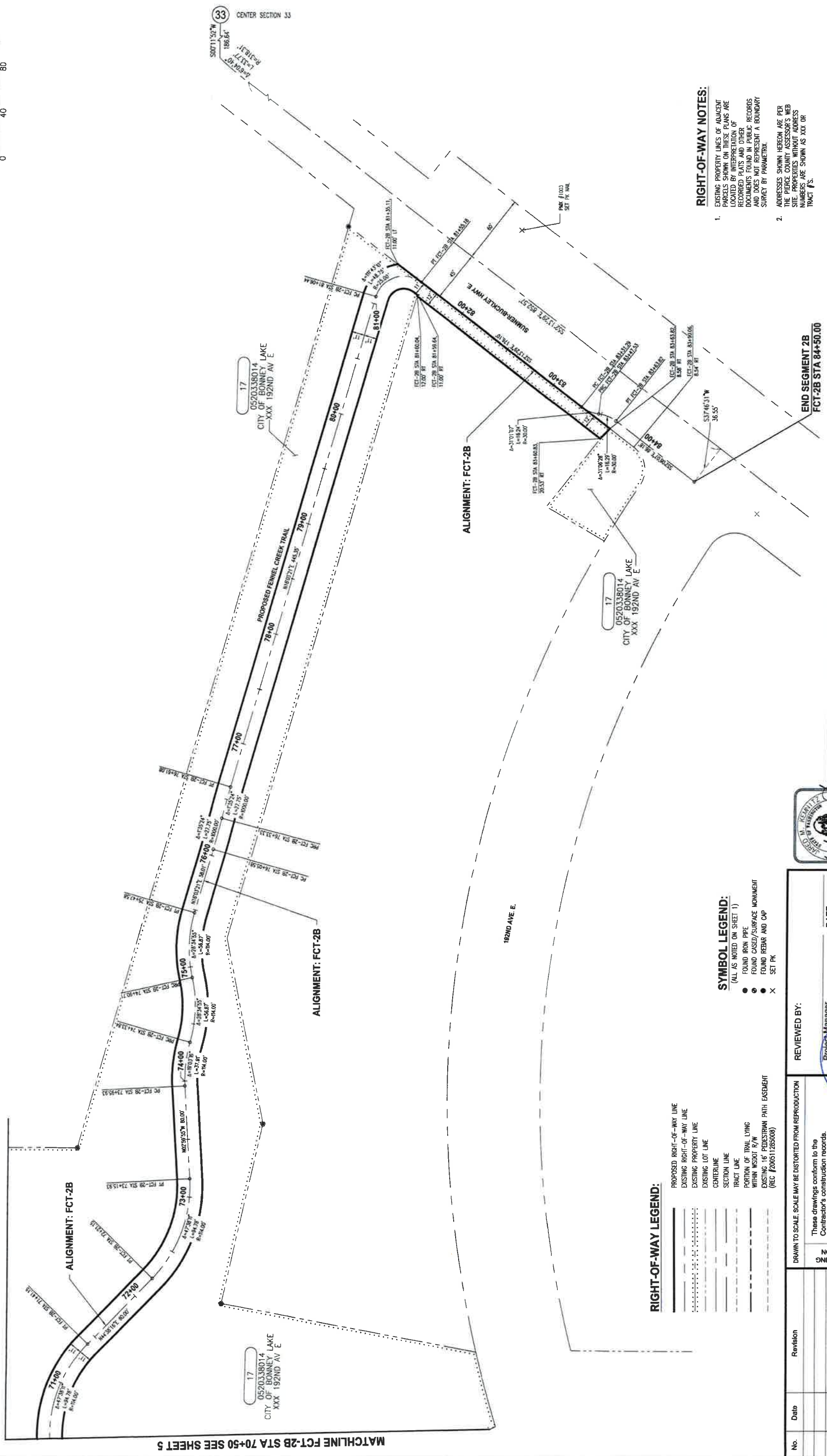


REVIEWED BY:
 Project Manager: [Signature]
 Assistant City Engineer: [Signature]
 APPROVED BY: [Signature]
 City Engineer: [Signature]

RECORD DRAWING CERTIFICATION
 These drawings conform to the Contractor's construction records
 Drawn By: [Signature]
 Construction Inspection: [Signature]

No.	Date	Revision

A PORTION OF THE SW 1/4 & SE 1/4 OF SECTION 33, T. 20 N., R. 5 E., W.M.
 A PORTION OF THE NW 1/4 & SW 1/4 OF SECTION 4, T. 19 N., R. 5 E., W.M.
 CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON



MATCHLINE FCT-2B STA 70+50 SEE SHEET 5

RIGHT-OF-WAY NOTES:

- EXISTING PROPERTY LINES OF ADJACENT PARCELS SHOWN ON THESE PLANS ARE LOCATED BY THE MEANS OF RECORDED PLATS AND OTHER DOCUMENTS FOUND IN PUBLIC RECORDS AND DOES NOT REPRESENT A BOUNDARY SURVEY BY PARAMETRIX.
- ADDRESSES SHOWN HEREON ARE PER THE PIERCE COUNTY ASSESSOR'S WEB SITE. PROPERTIES WITHOUT ADDRESS NUMBERS ARE SHOWN AS XXX OR TRACT #/S.

RIGHT-OF-WAY LEGEND:

- PROPOSED RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING PROPERTY LINE
- EXISTING LOT LINE
- CENTERLINE
- SECTION LINE
- TRACT LINE
- PORTION OF TRAIL LYING WITHIN WSDOT R/W
- EXISTING 16' PEDESTRIAN PATH EASEMENT (REC #20051285008)

SYMBOL LEGEND:

- (ALL AS NOTED ON SHEET 1)
- FOUND IRON PIPE
 - FOUND CAVED/SURFACE MONUMENT
 - FOUND REBAR AND CAP
 - X SET PK

No.	Date	Revision

RECORD DRAWING CERTIFICATION	DATE
These drawings conform to the Contractor's construction records.	DATE
Drawn By:	DATE
Construction Inspection	DATE

REVIEWED BY:	DATE
Project Manager	DATE
Assistant City Engineer	DATE
APPROVED BY:	DATE
City Engineer	DATE

Parametrix
 ENGINEERING PLANNING ENVIRONMENTAL SCIENCES
 1019 39TH AVENUE SE, SUITE 100 | PUYALLUP, WA 98374
 P. 252.604.6600
 WWW.PARAMETRIX.COM

SS	SURVEYED
SNS	DRAWN
JK	CHECKED
APPROVED	DATE

FENNEL CREEK TRAIL - SEGMENT 2
 CITY OF BONNEY LAKE
 RIGHT OF WAY PLANS
 SHEET NO. 6 OF 7

A PORTION OF THE SW 1/4 & SE 1/4 OF SECTION 33, T. 20 N., R. 5 E., W.M.
 A PORTION OF THE NW 1/4 & SW 1/4 OF SECTION 4, T. 19 N., R. 5 E., W.M.
 CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON

NOTES:
 - ALL AREAS SHOWN IN SQUARE FEET
 ** PARCEL TOTAL AREAS WERE DERIVED FROM PIERCE COUNTY ASSESSOR REPORTS AND DOES NOT REFLECT A BOUNDARY CALCULATION BY PARAMETRIX.
 *** SURVEY INDICATES THAT THE NORTHERN PROPERTY LINES SHOWN ARE UNCERTAIN (COUNTY G.I.S. SHOWS DIFFERENT ALIGNMENT)
 ****CITY OF BONNEY LAKE TO CONVEY REAL PROPERTY RIGHTS OF CITY OWNED REAL PROPERTY AS NEEDED FOR THE FENNEL CREEK TRAIL PROJECT BY CITY ORDINANCE

PARCEL NO.	TAX PARCEL NO.	NAME	**TOTAL AREA	PERMANENT TRAIL EASEMENT	REMAINDER	REMAINDER LEFT (FOR ILLUSTRATIVE PURPOSE)	REMAINDER RIGHT (FOR ILLUSTRATIVE PURPOSE)
1	7001273130	***CITY OF BONNEY LAKE	1,654,844	418	1,654,844	1,654,426	
2	7001740350	CRYSTAL MEADOWS HOA TRACTS C & D	30,587	7,414	30,567	14,814	8,339
3	7001740340	***CITY OF BONNEY LAKE (CRYSTAL MEADOWS TRACT B)	24,986	4,283	24,986	20,733	
4	7001981200	COPPERFIELD ESTATES TRACTS B, C2 & D	54,470	6,730	54,470	31,219	16,521
5	7001981220	***CITY OF BONNEY LAKE (COPPERFIELD ESTATES TRACT E)	79,407	565	79,407	76,842	
6	7001960422	BERNECKER, BRIAN C. & ANNIE M.	139,828	10,633	139,828	45,998	83,197
7	0519043031	LEE, KEVIN W.	295,337	4,377	295,337	6,232	284,728
8	0519047004	EAGLE, JUDY L. & CRESSELL, VICTOR L.	95,832	1,865	95,832	881	93,066
9	0519047005	MC ATEE, PATRICK & HELEN	94,961	483	94,961		94,468
10	7000920090	BHM PROPERTIES LLC	382,457	2,753	382,457	3,175	376,529
11	7002110280	***CITY OF BONNEY LAKE (GARDEN MEADOWS TRACT C)	40,010	2,175	40,010	36,682	1,153
12	0519042046	JEWELL, TIMOTHY J. & BRUCE, CATHERINE S.	***625,522	12,281	***625,522	75,735	537,486
13	0519042038	CLAY, KENNETH	***133,284	2,440	***133,284	16,232	114,822
14	0519042039	CLAY, KENNETH	***561,924	8,779	***561,924	61,881	480,264
15	0519042700	JOHNSON LIVING TRUST	1,086,388	28,164	1,086,386	548,511	511,711
16	0520338014	***CITY OF BONNEY LAKE	339,332	43,494	339,332	102,624	193,214
17	0520333013	***CITY OF BONNEY LAKE	21,562	63	21,562	21,499	

No.	Date	Revision

RECORD DRAWING CERTIFICATION

These drawings conform to the Contractor's construction records

Drawn By: _____ Date: _____

Construction Inspection: _____

REVIEWED BY:

Project Manager: _____ DATE: _____

Assistant City Engineer: _____ DATE: _____

APPROVED BY: *[Signature]* DATE: *3/4/20*

City Engineer: _____



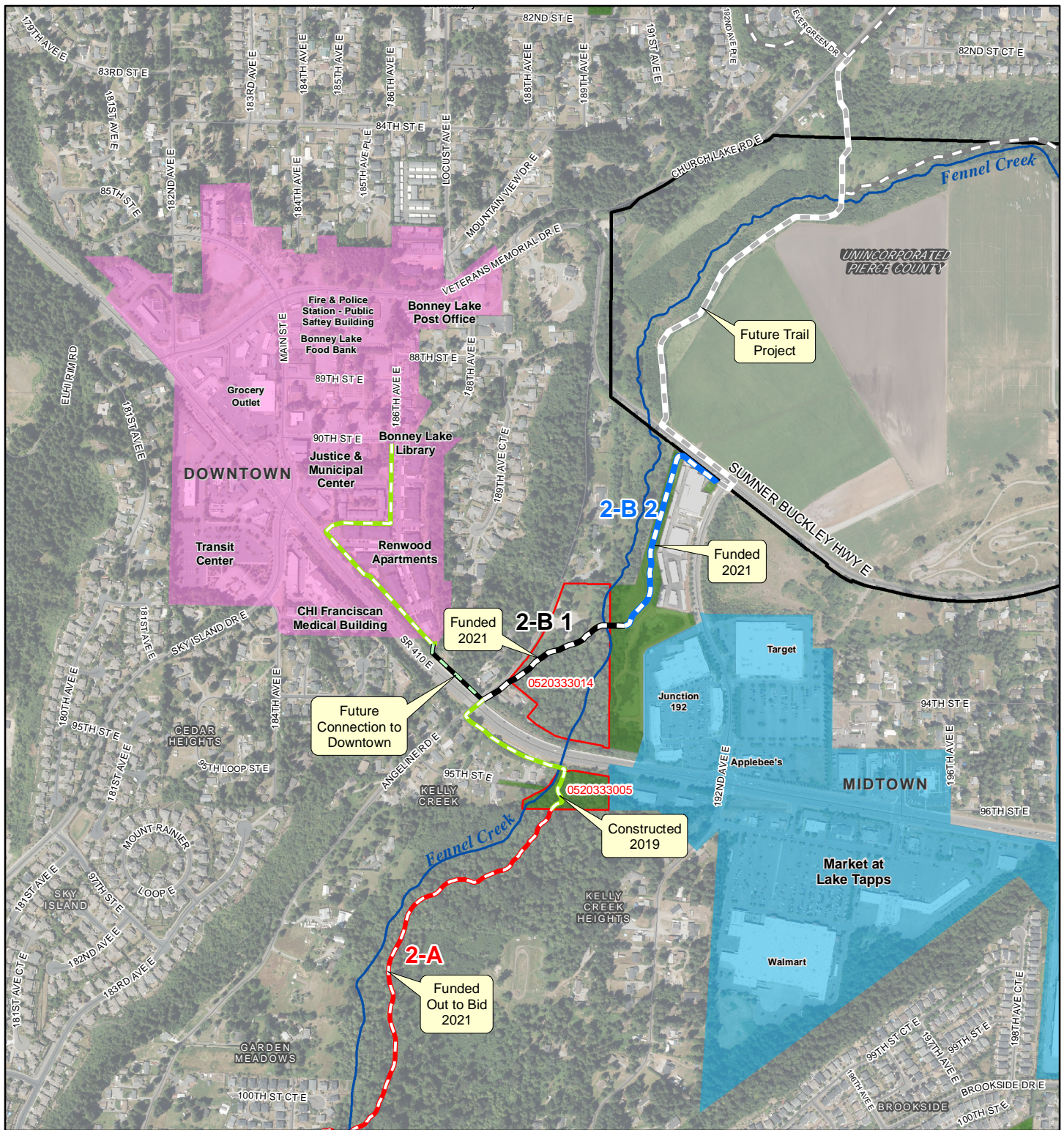
Parametrix
 ENGINEERING PLANNING ENVIRONMENTAL SCIENCES
 1019 39TH AVENUE SE, SUITE 100 | PUYALLUP, WA 98374
 WWW.PARAMETRIX.COM

ONE INCH AT FULL SCALE, IF NOT SCALE ACCORDINGLY

PROJECT: P11611065P02109-SV_ROW
 JOB NO: 214-1611-065 (02.09)
 DATE: MAY 2019

SURVEYED: SS
 DRAWN: SNS
 CHECKED: JK
 APPROVED: _____

FENNEL CREEK TRAIL - SEGMENT 2
 CITY OF BONNEY LAKE
 RIGHT OF WAY PLANS

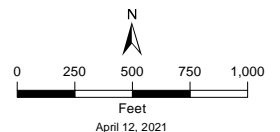


Fennel Creek Trail Segment 2-B 2



Legend

- Fennel Creek Trail Segment 2-B 1
- Fennel Creek Trail Segment 2-B 2
- 95th St and Angeline Rd Sidewalk
- Fennel Creek Trail Segment 2-A
- Fennel Creek Trail Segment - Proposed
- Fennel Creek Trail Segment - Complete
- Downtown Core
- Midtown Core
- Bonney Lake City Limits
- Public Park
- Fennel Creek



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

Department/Staff Contact: PS / John Woodcock	Meeting/Workshop Date: 11 January 2022	Agenda Bill Number: AB22-07
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3006	Sponsor:

Agenda Subject: Approve the signing of the Local Agency Agreement for Architectural and Engineering Services for the Fennel Creek Trail 2B-2 between the City of Bonney Lake and Parametrix.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Local Agency Agreement For Architectural And Engineering Services With Parametrix For The Fennel Creek Trail 2b-2.

Administrative Recommendation: Approve

Background Summary: On November 17th, 2021 the City of Bonney Lake opened seven bid proposals for the Fennel Creek Trail 2B-2 project. The Engineers estimate was \$1,084,735. The lowest responsive bid was from W.S Contractors at \$1,139,890.

This Local Agency Agreement between the City of Bonney Lake and Parametrix will provide the construction support to adequately meet all of the federal standards and requirements to allow the use of the federal grant dollars awarded to this project.

The City has received two federally supported grants for this project. A \$1,079,825 Pedestrial and Bicycle Safety State Grant from Washington State in 2019 and most recently and additional \$540,413 in late 2020 for a combined \$1,619,738. These federal funds will also support the construction management services that are included within this agenda bill.

Attachments: Resolution, LAA, Map

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
2022- \$1,783,960	\$530,081	\$139,894.60	\$390,186	<input type="checkbox"/> General <input type="checkbox"/> Utilities <input checked="" type="checkbox"/> Other

Budget Explanation: Park: Eden - 302.035.076.594.76.65.01
 Revenue Source: Park

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Community Development <i>Approvals:</i>		Yes	No
	Date: 4 January 2022	Chair/Councilmember Dan Swatman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Tom Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Kelly McClimans Sr	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Forward to:	Consent Agenda:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 01/11/2022	Tabled to Date:

APPROVALS

Director: <i>Ryan Johnstone</i>	Mayor: <i>Michael McCullough.</i>	Date Reviewed by City Attorney: (if applicable)
---	---	---

RESOLUTION NO. 3006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A LOCAL AGENCY AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES WITH PARAMETRIX FOR THE FENNEL CREEK TRAIL 2B-2.

WHEREAS, City Council has approved the construction of the Fennel Creek Trail in the 2021-2022 Biennial budget; and

WHEREAS, the City of Bonney Lake received a grant from Puget Sound Regional Council (PSRC) on October 31, 2018 for \$1,079,825 for the construction of the Fennel Creek Trail Segment 2B-2; and

WHEREAS, WSDOT approved an additional grant opportunity in the amount of \$540,413 on July 13, 2021; and

WHEREAS, WSDOT approved the subsequent Funding Package on July 21, 2021 for the increased amount of grant of \$1,619,738; and

WHEREAS, Parametrix competitively submitted a Request for Qualifications for the Construction Management Services and rated most qualified to support the City with their services on August 24, 2021; and

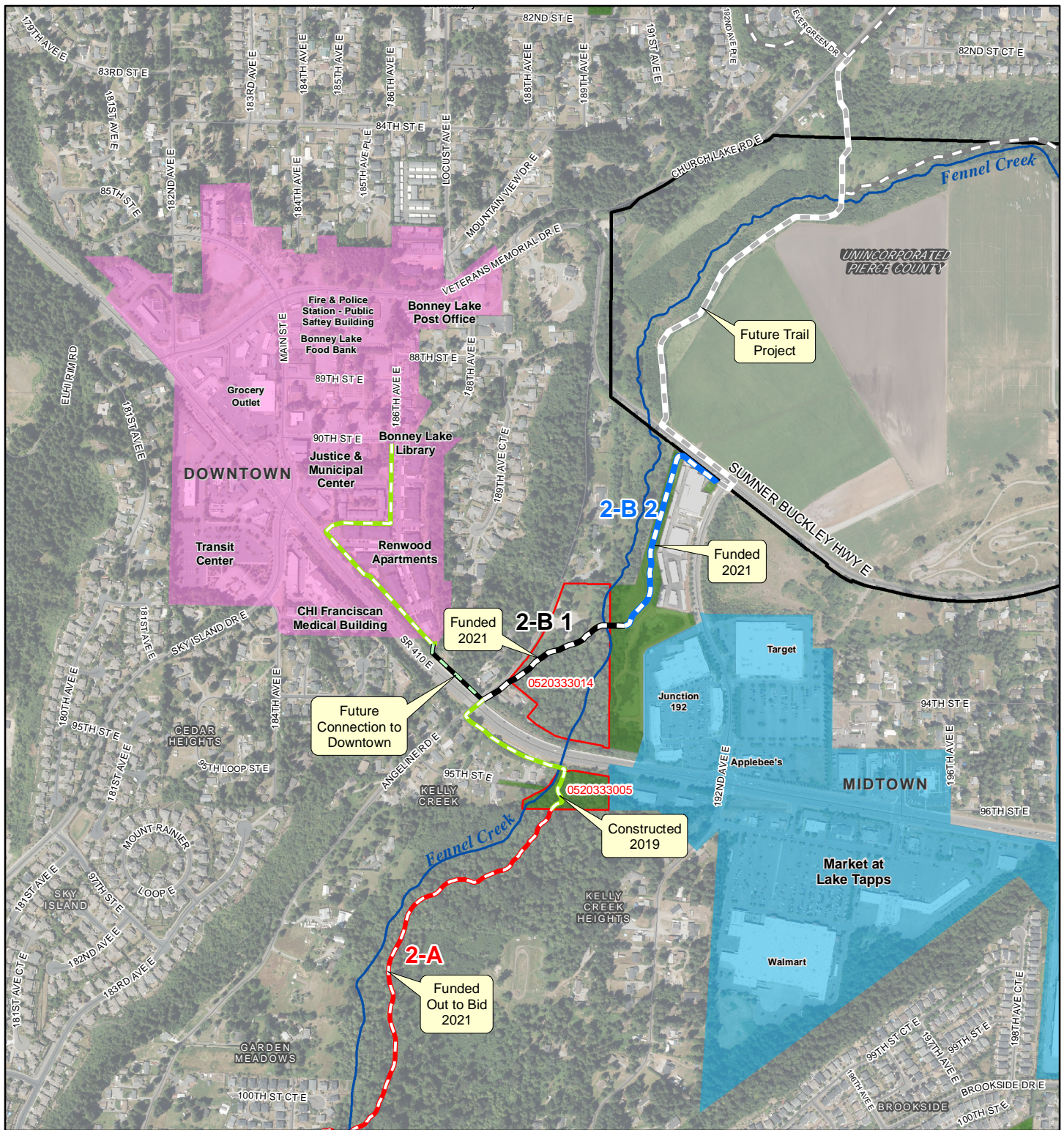
NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Local Agency Agreement for A & E Services between the City of Bonney Lake and Parametrix for the Fennel Creek Trail 2B-2 project that will satisfy the funding requirement of the PSRC grant.

PASSED by the City Council this 11th day of January, 2022.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie Schaneman, CMC, City Clerk

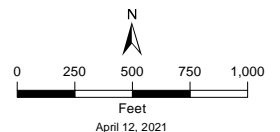


Fennel Creek Trail Segment 2-B 2



Legend

- Fennel Creek Trail Segment 2-B 1
- Fennel Creek Trail Segment 2-B 2
- 95th St and Angeline Rd Sidewalk
- Fennel Creek Trail Segment 2-A
- Fennel Creek Trail Segment - Proposed
- Fennel Creek Trail Segment - Complete
- Downtown Core
- Midtown Core
- Bonney Lake City Limits
- Public Park
- Fennel Creek



Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

Index of Exhibits

- Exhibit A Scope of Work
- Exhibit B DBE Participation
- Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D Prime Consultant Cost Computations
- Exhibit E Sub-consultant Cost Computations
- Exhibit F Title VI Assurances
- Exhibit G Certification Documents
- Exhibit H ~~Liability Insurance Increase~~
- Exhibit I Alleged Consultant Design Error Procedures
- Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the _____, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name:
 Agency:
 Address:
 City: State: Zip:
 Email:
 Phone:
 Facsimile:

If to CONSULTANT:

Name:
 Agency:
 Address:
 City: State: Zip:
 Email:
 Phone:
 Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker’s compensation and employer’s liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the “AIs”), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT’s and the sub-consultant’s and/or subcontractor’s insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT’s professional liability to the AGENCY, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT’s professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.


For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTS, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.



Signature

Date

01/11/2022

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A
Scope of Work

Project No. **STPUL-0105(030)**

SCOPE OF WORK

City of Bonney Lake Fennel Creek Trail Segment 2B2 Construction Support Services

The City of Bonney Lake (City) has awarded Parametrix the construction management and documentation support services for construction of the Fennel Creek Trail Segment 2B2 project.

A detailed scope for the Contract follows:

GENERAL ASSUMPTIONS FOR CONSTRUCTION SUPPORT SERVICES

- The proposed project team will include one part-time project manager, one full-time construction observer during construction activities, and one documentation specialist. Parametrix will provide services for supporting tasks as deemed necessary but not specifically included in this scope of services.
- The level of service is based on project duration as expressed in the Construction Contract in working days (see below).
- It is anticipated that the City will review and execute the insurance, bonds, and the Construction Contract.
- It is anticipated that all community outreach, if required, will be completed by the City.
- The City will contract for materials testing and geotechnical inspections on the project.
- Engineers from Parametrix will be available to answer questions during construction and review requests for approval of materials (RAMs), review submittals and shop drawings, and answer requests for information (RFIs).
- Services will be performed in accordance with the *Local Agency Guidelines (LAG) Manual*, Construction Contract, and City standards.
- Franchise utilities will provide field inspection for all work surrounding the construction or relocation of those utility systems not constructed by the City's Contractor, if necessary.
- City/Field Office: There are no provisions for a field office for this project. All project files shall be kept in digital format and all necessary physical copies will be held at the City office. Parametrix staff shall work from vehicle as much as practicable.
- All deliverables will be in electronic format unless specifically stated otherwise in this scope of services.

The objective and purpose of this Construction Support Services Agreement is for Parametrix to support the City in successfully completing the construction of the proposed improvements.

CONSTRUCTION SUPPORT SERVICES

Task 01 – Project Administration

Parametrix will provide the tools for continuous tracking of the project schedule and budget, coordination with subconsultants, and status of deliverables to ensure that the project is executed as expected by the City.

Assumptions

- A 6-month project schedule is assumed (not construction schedule).

Deliverables

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

Task 02 – Construction Engineering

Parametrix engineering staff will attend the preconstruction conference and provide support during construction. Parametrix will work with City staff to prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the City's offices. Parametrix will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc.

Following the preconstruction conference, other construction engineering services will be provided. Specific activities are undefined but will be completed up to the specified budget amount and may include:

- Responses to RFIs.
- Prepare and maintain a record of materials (ROM).
- Prepare and issue the weekly statement of working days.
- Materials submittal reviews.
- Design clarifications.
- Shop drawing reviews.
- Support/review/preparation of change orders.
- Support/review/preparation of monthly progress payments to Contractor.
- Support/assistance for preparation of periodic cost to complete analysis.

Assumptions

- The budget estimate includes 4 hours each for the construction manager and construction observer to assist the City in preparation for the preconstruction conference.
- The budget estimate includes 4 hours each for the construction manager, contract administrator, and construction observer to attend the preconstruction conference.

Deliverables

- ROM.
- Materials RAM form responses.
- Weekly statement of working days.
- Shop drawing reviews.
- Responses to RFIs.
- Change Orders (budget includes two).

Task 03 – Construction Documentation Services

Parametrix will implement its system and set of procedures for managing, tracking, and storing documents between the Contractor, Parametrix, and the City produced during the construction and closeout phases of the project that are compliant with the requirements set forth by the funding agency. Parametrix will, in coordination with the City, maintain a digital copy, suitably organized, of construction documentation that will be turned over to the City at the completion and final closeout of the project. Parametrix and the City will agree on what documentation will be provided to the City during construction.

Parametrix will implement its procedures for logging and tracking of correspondence and documents. Parametrix will assist the City in monitoring outstanding decisions, approvals, or responses required from the City.

The documentation specialist's responsibilities are:

- Preparing preconstruction conference agenda.
- Receiving and logging Contractor submittals, including RAMs and RFIs.
- Transmitting Contractor submittals for review to the appropriate reviewer.
- Obtaining review responses to Contractor submittals regarding design details.
- Returning submittals to the Contractor upon completion of the review process.
- Maintaining electronic project files according to established filing index, modified as necessary for the project.
- Preparing meeting minutes and distributing minutes in a PDF file to attendees within 2 working days.
- Reviewing and logging weekly certified payroll data in accordance with state law and the Washington State Department of Transportation (WSDOT) *Construction Manual*.
- Receiving and logging inspectors' daily reports, force account sheets, and material tickets.
- Maintaining electronic and paper files including inspectors' daily reports, updated Contract Documents, test reports, material records, correspondence, statement of working days, Contractor payment requests, prevailing wage certifications, contract change order records, force account documents, field note records, submittal records, requests for information, project photographs, and meeting records.

Assumptions

- Parametrix will attend weekly meetings.
- Construction documentation records will be kept electronically.

Deliverables

- Preconstruction agenda as well as draft and final meeting minutes.
- Up to (10) ten weekly meeting agendas as well as draft and final meeting minutes.
- Construction documentation electronic files.

Task 04 – Construction Observation

Parametrix will provide a full-time construction observer during construction activities to monitor the progress of the work. The construction observer will observe the technical progress of the construction, including providing day-to-day contact with the Contractor and the City.

The construction observer will perform the following duties as a matter of daily activities (if applicable):

- Observe technical conduct of the construction, including providing day-to-day contact with construction Contractor, City, and other stakeholders, and monitor for adherence to the Contract Documents. The Parametrix personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the WSDOT and American Public Works Association (APWA) *Standard Specifications for Road, Bridge, and Municipal Construction*.
- Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes and notify construction Contractor of noncompliance. Advise the City of any nonconforming work observed during site visits.
- Document all material delivered to the job site in accordance with the Construction Contract.
- Prepare daily inspection reports, recording the construction Contractor's operations as actually observed by Parametrix including quantities of work placed that day, Contractor's equipment and crews, and other pertinent information. All daily inspection reports will adhere to WSDOT LAG or as directed by the City.
- Interpret Contract Documents in coordination with the City and the City's Contractor.
- Resolve questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction Contractor.
- Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
- Coordinate with permit holders on the project to monitor compliance with approved permits, if applicable.
- Prepare field records and documents to help ensure the project is administered in accordance with funding agency requirements.
- Collect and calculate delivery tickets and scaleman's daily reports of aggregate.
- Attend and actively participate in regular on-site weekly construction meetings.
- Take digital photographs during construction and record locations.
- Coordinate with the City's traffic operations and maintenance personnel.
- Punch List: Upon substantial completion of work, Parametrix will coordinate with the City and other affected agencies to perform a project inspection and develop a comprehensive list of deficiencies or

“punch list” of items to be completed. A punch list and certificate of substantial completion will be prepared by the Parametrix and issued by the City.

- Parametrix will coordinate with the Contractor and the material testing firm which will be provided by the City under separate agreement.

Assumptions

- Parametrix will provide observation services, up to the agreed budget amount, for the entire time that the Contractor’s personnel are on-site.
- The budget estimate for this task assumes that the Contractor will be on-site for 45 working days from notice to proceed to substantial completion; an additional 5 days has been included for project closeout. Additional working days will require a supplement to this agreement.
- The Parametrix monitoring of the construction Contractor’s activities is to ascertain whether work is being performed in accordance with the Contract Documents. In case of noncompliance, Parametrix will reject nonconforming work and pursue other remedies in the interests of the City, as detailed in the Contract Documents. Parametrix cannot guarantee the construction Contractor’s performance, and it is understood that Parametrix shall assume no responsibility for: proper construction means, methods, techniques; project site safety; safety precautions or programs; or for the failure of any other entity to perform work in accordance with laws, contracts, regulations, or the City’s expectations.

Deliverables

- Daily construction reports with project photos submitted on a weekly basis.
- Punch list.
- Certificate of substantial completion.

Task 05 – Record Drawings

Parametrix will prepare record drawings based on the as-built records provided by the Contractor.

Assumptions

- Record drawings will be based solely on the as-built records and plan markups as provided by the Contractor. This scope of services does not include survey or other means of independently collecting record of the as-built condition.

Deliverables

- Record drawings in electronic format (PDF and native CAD files).

END OF SCOPE OF SERVICES

Exhibit B
DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Actuals Not To Exceed Table (ANTE)

Parametrix, Inc.
1019 39th Avenue SE, Suite 100
Puyallup, WA 98374

Job Classifications	Direct (Raw) Labor Hourly Rate NTE	Indirect Cost Rate NTE	Fee (Profit) NTE	All Inclusive Hourly Rate NTE
		175.31%	# 30.00%	
ADMINISTRATIVE ASSISTANT 3	\$28.13	\$49.31	\$8.44	\$85.88
ADMINISTRATIVE ASSISTANT 5	\$33.28	\$58.34	\$9.98	\$101.61
AUDIT SPECIALIST - DOT 4	\$44.52	\$78.05	\$13.36	\$135.92
BRIDGE ENGINEER 1	\$38.50	\$67.49	\$11.55	\$117.54
BRIDGE ENGINEER 3	\$46.44	\$81.41	\$13.93	\$141.79
BRIDGE ENGINEER 5	\$58.09	\$101.84	\$17.43	\$177.35
BRIDGE ENGINEER 7	\$95.00	\$166.54	\$28.50	\$290.04
BRIDGE TECHNICIAN 2	\$24.00	\$42.07	\$7.20	\$73.27
BUDGET ANALYST 3	\$41.14	\$72.12	\$12.34	\$125.60
CIVIL ENGINEER 2	\$34.52	\$60.52	\$10.36	\$105.39
CIVIL ENGINEER 4	\$95.00	\$166.54	\$28.50	\$290.04
COMMUNICATIONS CONSULTANT 3	\$32.63	\$57.20	\$9.79	\$99.62
COMMUNICATIONS CONSULTANT 5	\$50.00	\$87.66	\$15.00	\$152.66
CONSTRUCTION PROJECT COORDINATOR 2	\$49.22	\$86.29	\$14.77	\$150.27
CONSTRUCTION PROJECT COORDINATOR 3	\$62.10	\$108.87	\$18.63	\$189.60
CONSTRUCTION PROJECT COORDINATOR 4	\$77.63	\$136.09	\$23.29	\$237.01
CONTRACTS SPECIALIST 2	\$39.51	\$69.26	\$11.85	\$120.63
CONTRACTS SPECIALIST 3	\$77.63	\$136.09	\$23.29	\$237.01
DEPUTY	\$250.00	\$438.28	\$75.00	\$763.28
DIRECTOR	\$122.43	\$214.63	\$36.73	\$373.79
DRAFTING TECHNICIAN 2	\$28.98	\$50.80	\$8.69	\$88.48
DRAFTING TECHNICIAN 3	\$42.13	\$73.86	\$12.64	\$128.63
ENGINEER	\$101.77	\$178.41	\$30.53	\$310.71
ENGINEERING AIDE 2	\$24.00	\$42.07	\$7.20	\$73.27
ENGINEERING AIDE 4	\$27.87	\$48.86	\$8.36	\$85.09
ENGINEERING ASSISTANT 2	\$36.44	\$63.88	\$10.93	\$111.25
ENGINEERING TECHNICIAN 3	\$41.67	\$73.05	\$12.50	\$127.22
ENGINEERING TECHNICIAN LEAD	\$53.46	\$93.72	\$16.04	\$163.22
ENGINEERING TECHNICIAN SUPERVISOR	\$61.57	\$107.94	\$18.47	\$187.98
ENVIRONMENTAL ENGINEER 2	\$37.44	\$65.64	\$11.23	\$114.31
ENVIRONMENTAL ENGINEER 4	\$75.00	\$131.48	\$22.50	\$228.98
ENVIRONMENTAL PLANNER 2	\$36.48	\$63.95	\$10.94	\$111.38
ENVIRONMENTAL PLANNER 5	\$67.49	\$118.32	\$20.25	\$206.05
ENVIRONMENTAL SPECIALIST 3	\$33.74	\$59.15	\$10.12	\$103.01
ENVIRONMENTAL SPECIALIST 5	\$50.00	\$87.66	\$15.00	\$152.66
FACILITIES ENGINEER 1	\$63.95	\$112.11	\$19.19	\$195.25
FACILITIES ENGINEER 4	\$95.00	\$166.54	\$28.50	\$290.04
FACILITIES PLANNER 1	\$32.34	\$56.70	\$9.70	\$98.74
FACILITIES PLANNER 2	\$49.99	\$87.64	\$15.00	\$152.62

Parametrix, Inc.
 1019 39th Avenue SE, Suite 100
 Puyallup, WA 98374

Job Classifications	Direct (Raw) Labor Hourly Rate NTE	Indirect Cost Rate NTE	Fee (Profit) NTE	All Inclusive Hourly Rate NTE
		175.31%	# 30.00%	
IT SPECIALIST 3	\$73.70	\$129.20	\$22.11	\$225.01
LAND SURVEY 2	\$33.64	\$58.97	\$10.09	\$102.71
LAND SURVEY 3	\$68.45	\$120.00	\$20.54	\$208.98
MECHANICAL ENGINEER	\$34.52	\$60.52	\$10.36	\$105.39
MECHANICAL ENGINEER SUPERVISOR	\$95.00	\$166.54	\$28.50	\$290.04
SENIOR GRAPHIC DESIGNER	\$43.73	\$76.66	\$13.12	\$133.51
TRANSPORTATION ENGINEER 2	\$34.52	\$60.52	\$10.36	\$105.39
TRANSPORTATION ENGINEER 3	\$38.50	\$67.49	\$11.55	\$117.54
TRANSPORTATION ENGINEER 4	\$46.44	\$81.41	\$13.93	\$141.79
TRANSPORTATION ENGINEER 5	\$58.09	\$101.84	\$17.43	\$177.35
TRANSPORTATION ENGINEER INTERN	\$24.00	\$42.07	\$7.20	\$73.27
TRANSPORTATION PLANNING SPECIALIST 1	\$32.34	\$56.70	\$9.70	\$98.74
TRANSPORTATION PLANNING SPECIALIST 3	\$36.48	\$63.95	\$10.94	\$111.38
TRANSPORTATION PLANNING SPECIALIST 5	\$71.06	\$124.58	\$21.32	\$216.95
TRANSPORTATION PLANNING TECHNICIAN 1	\$22.00	\$38.57	\$6.60	\$67.17
TRANSPORTATION PLANNING TECHNICIAN 2	\$32.34	\$56.70	\$9.70	\$98.74
TRANSPORTATION PLANNING TECHNICIAN 3	\$47.19	\$82.73	\$14.16	\$144.08
TRANSPORTATION REGIONAL ADMINISTRATOR	\$160.00	\$280.50	\$48.00	\$488.50
TRANSPORTATION TECHNICAL ENGINEER	\$160.00	\$280.50	\$48.00	\$488.50
TRANSPORTATION TECHNICIAN 1	\$24.00	\$42.07	\$7.20	\$73.27
TRANSPORTATION TECHNICIAN 3	\$42.13	\$73.86	\$12.64	\$128.63



June 24, 2021

Parametrix, Inc.
1019 39th Avenue SE, Suite 100
Puyallup, WA 98374-2215

Subject: Acceptance FYE 2020 ICR – Cognizant Review

Dear Janice Walden:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) of **175.31%** of Combined/Corporate (rate includes 0.20% Facilities Capital Cost of Money) based on the “Cognizant Review” from the WSDOT Audit Office. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah



Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 22, 2021

Holli Moeini, CFO
Parametrix, Inc.
1019 39th Ave. SE, Suite 100
Puyallup, WA 98374-2215

Dear Ms. Moeini:

We have performed a cognizant review of the audit, and supporting workpapers, of the Parametrix, Inc. Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended 1/1/2021 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. Clark Nuber P.S. performed the audit. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. We performed our cognizant review in accordance with the *AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the audit, and supporting workpapers for the Statement of Direct Labor, Fringe Benefits, and General Overhead, and the related Auditor's Reports, we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards. Accordingly, we recommend acceptance of the following rates:

Combined/Corporate: 175.11%
Facilities Capital Cost of Money (FCCM): 0.20%

Sincerely,

A handwritten signature in cursive script that reads 'Schatzie Harvey'.

Schatzie Harvey, CPA
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Jeff Tawney, Acting Assistant Director of Internal Audit
Erik Jonson, Contracting Services Manager
File

Certification of Final Indirect Costs

Firm Name: Parametrix, Inc.

Indirect Cost Rate Proposal: 175.31%

Date of Proposal Preparation (mm/dd/yyyy): 6/17/2021

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/04/2020 - 01/01/2021 (FY 2020)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature:  _____

Name of Certifying Official* (Print): Holli Moeini

Title: CFO, Executive VP

Date of Certification (mm/dd/yyyy): 06/17/2021

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legsregs/directives/orders/44701a.htm>

Certification of Final Indirect Costs

Firm Name: Parametrix, Inc.

Final Indirect Cost Rates:

Home Rate: 175.11%

Cost of Capital: .20%


Safe Harbor Rate: _____

Fiscal Period Covered (mm/dd/yyyy): FY 2020 (1/4/2020-1/1/2021)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official (Print): Holli Moeini

Title: Exec. VP and CFO

Date of Certification (mm/dd/yyyy): 6/17/2021

PARAMETRIX, INC.

**Statement of Direct Labor, Fringe Benefits and General Overhead
For the Fiscal Year Ended January 1, 2021**

Description	General Ledger Balance for the Fiscal Year Ended January 1, 2021	(Restated) Unallowable Expenses	Ref.	(Restated) Proposed Amount	Percent
Direct Labor	\$ 32,703,577	\$ -		\$ 32,703,577	100.00%
Fringe Benefits:					
Vacation, sick leave, holidays	6,993,575			6,993,575	21.38%
Payroll taxes	4,290,973	(27,405)	E	4,263,568	13.04%
Medical insurance	4,701,457			4,701,457	14.38%
ESOP retirement plan	8,543,503			8,543,503	26.12%
Other employee benefits	912,000	(592,800)	W	319,200	0.98%
Total Fringe Benefits	25,441,508	(620,205)		24,821,303	75.90%
General Overhead:					
Administrative salaries	10,134,450	(114,189)	A	10,020,261	30.64%
Training salaries	572,267			572,267	1.75%
Bonuses/misc. salaries	5,840,007	(1,219,286)	B	4,620,721	14.13%
Direct selling salaries	1,082,004			1,082,004	3.31%
Bid and proposal salaries	3,140,806			3,140,806	9.60%
Advertising expense	93,689	(93,689)	C		0.00%
Direct selling expenses	61,948	(20,454)	D	41,494	0.13%
Excise taxes	1,678,447			1,678,447	5.13%
Insurance	725,663			725,663	2.22%
Office rent	4,219,488	(145,531)	F	4,073,957	12.46%
Office expenses and supplies	240,581	(85,619)	G	154,962	0.47%
Staff appreciation/awards	60,176	(46,363)	H	13,813	0.04%
Printing, copier/printer supplies	46,522	(1,554)	I	44,968	0.14%
Telephone	404,815			404,815	1.24%
Depreciation (including gain/loss on disposal)	1,752,598			1,752,598	5.36%
Amortization	3,472	(3,472)	J		0.00%
Business meals	10,570	(10,570)	K		0.00%
Auto expense	235,916	(12,070)	L	223,846	0.68%
Billed in-house autos	(220,898)			(220,898)	-0.68%
Office travel	194,441	(44,454)	M	149,987	0.46%
Subscriptions, library material	70,400			70,400	0.22%
Dues	129,652	(23,806)	N	105,846	0.32%
Donations	103,949	(103,949)	O		0.00%
Professional licenses	22,613			22,613	0.07%
Postage, couriers, freight	26,440			26,440	0.08%
Training/education	221,906	(5,778)	P	216,128	0.66%
Field equipment/supplies	8,204			8,204	0.03%
Survey equipment/supplies	91,167			91,167	0.28%
Health and safety equipment/supplies	52,413			52,413	0.16%
Billed in-house equipment	(335,858)			(335,858)	-1.03%
Office furniture	7,923			7,923	0.02%
Office equipment	222,480	(5,328)	Q	217,152	0.66%
Computer supplies, circuits	366,162			366,162	1.12%
Software/maintenance	2,153,090			2,153,090	6.58%
Recruiting costs	50,883	(3,612)	R	47,271	0.14%
Payroll, legal and audit	192,985	(14,282)	S	178,703	0.55%
Consulting services	700,553	(117,650)	S	582,903	1.78%
Bad debts	85,721	(85,721)	T		0.00%
Office moving/remodeling	14,389			14,389	0.04%
Personal property taxes	46,200			46,200	0.14%
Utilities/building maintenance	69,646			69,646	0.21%
Finance, bank charges	97,446	(72,685)	U	24,761	0.08%
Total General Overhead	34,675,326	(2,230,062)		32,445,264	99.21%
Total Indirect Costs	\$ 60,116,834	\$ (2,850,267)		\$ 57,266,567	175.11%
Percentage of Direct Labor (Less FCC)	183.82%			175.11%	
Facilities cost of capital (FCC)		65,190	V	65,190	0.20%
				\$ 57,331,757	
Percentage of Direct Labor (Includes FCC)				175.31%	

See accompanying notes.

PARAMETRIX, INC.

**Statement of Direct Labor, Fringe Benefits and General Overhead (Continued)
For the Fiscal Year Ended January 1, 2021**

References

- A. Labor costs incurred in defense of contract performance issues per 48 CFR 31.205-47(f)(5)(A); Collection costs unallowable per 48 CFR 31.205-3; Organizational Cost pertaining to acquisition per 31.205-27.
- B. Share value based bonuses unallowable per 48 CFR 31.205-6(i); Limitation on allowability of senior executive compensation per 31.205-6(p); Personal vehicle use unallowable per 48 CFR 31.205-6(m)(2). Gifts unallowable per 48 CFR 31.205-13(b).
- C. Nonallowable public relations and advertising costs per 31.205-1; Promotional materials unallowable per 48 CFR 31.205-1(f)(5).
- D. Entertainment unallowable per 48 CFR 31.205-14; Alcohol unallowable per 48 CFR 31.205-51; Excess lodging and per diem unallowable per 48 CFR 31.205-46.
- E. Fringe benefits associated with labor deemed unallowable per 48 CFR 31.201-6(a).
- F. Prior period cost unallowable per 31.203 (g).
- G. Gift unallowable per 48 CFR 31.205-13(b).
- H. Entertainment unallowable per 48 CFR 31.205-14; Gifts unallowable per 48 CFR 31.205-13(b); Alcohol unallowable per 48 CFR 31.205-51.
- I. Prior period cost unallowable per 31.203 (g).
- J. Amortization unallowable per 48 CFR 31-205.49.
- K. Entertainment unallowable per 48 CFR 31.205-14; Alcohol unallowable per 48 CFR 31.205-51.
- L. Personal vehicle use unallowable per 48 CFR 31.205-6(m)(2).
- M. Entertainment unallowable per 48 CFR 31.205-14; Alcohol unallowable per 48 CFR 31.205-51; Excess lodging and per diem unallowable per 48 CFR 31.205-46.
- N. Dues to social clubs unallowable per 48 CFR 31.205-1(f)(7), 31.205-14; Lobbying unallowable per 48 CFR 31.205-22(c).
- O. Donations unallowable per 48 CFR 31.205-8.
- P. Excess lodging and per diem unallowable per 48 CFR 31.205-46; Alcohol unallowable per 48 CFR 31.205-51.
- Q. Prior period cost unallowable per 31.203 (g).
- R. Excess lodging and per diem unallowable per 48 CFR 31.205-46; Entertainment unallowable per 48 CFR 31.205-14.
- S. Legal costs incurred in defense of contract performance issues per 48 CFR 31.205-47(f)(5)(A); Organizational Cost pertaining to acquisition per 31.205-27; Nonallowable public relations and advertising costs per 31.205-1.
- T. Bad debt unallowable per 48 CFR 31.205-3.
- U. Interest, late fees unallowable per 48 CFR 31.205-20.
- V. Cost of money adjustments per 48 CFR 31.205-10(a).
- W. Disaster relief payments deemed unallowable per 48 CFR 31.201-2, 31.201-3 and 31.201-4.

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

Task Detail Sheet

Task - Project Management /Background		Principal	LA IV	LA III	LA II	LA I	CADD Drafter	Sr. Proj. Assist.	Clerical I
1.01	Miscellaneous Correspondence / Communication		2					1	
1.02	Progress Reports / Invoices		2					2	
1.03	Meeting Notes		2						
Total Hours		0	6	0	0	0	0	3	0

Task - 60% Design (NIC)		Principal	LA IV	LA III	LA II	LA I	CADD Drafter	Sr. Proj. Assist.	Clerical I
Trail Segment									
	Site Visit to Develop preliminary trail alignment								
	Develop preliminary trail plan/profile								
	Develop preliminary layout & materials plans								
	Develop preliminary trail const. sections & details								
	Refine trail plans/profiles/sections/details								
	Refine trail and bridge layout & materials plans								
	Develop construction details								
	Develop preliminary planting plans & details								
	60% Cost Estimate coordinated with PMX								
	Attend 60% Client review meeting, if applicable								
Bridge									
	Develop preliminary plan/profile/sections/details								
	Coordinate with PMX for design & material selection								
	Refine plans/profiles/sections/details								
	Procure product data sheets on materials								
Total Hours		0	0	0	0	0	0	0	0

Task - 90% Design (NIC)		Principal	LA IV	LA III	LA II	LA I	CADD Drafter	Sr. Proj. Assist.	Clerical I
Trail Segment									
	Refine trail plans/profiles/sections/details								
	Refine trail and bridge layout & materials plans								
	Refine trail construction sections & details								
	Develop 90% Div. 8 Landscape Specifications								
	Develop 90% trail construction sections & details								
	Develop 90% planting plans & details								
	Develop 90% Cost Estimate with PMX								
	Attend 90% Client review meeting, if applicable								
	Respond to funding agency review, if needed								
Bridge									
	Refine 90% bridge plan/profile/sections/details								
	Procure product cut sheets, as applicable								
Total Hours		0	0	0	0	0	0	0	0

Task - Final Design (NIC)		Principal	LA IV	LA III	LA II	LA I	CADD Drafter	Sr. Proj. Assist.	Clerical I
Trail Segment									
	Client review meeting on Final construction docs								
	Finalize trail plan/profile drawings								
	Finalize trail and bridge layout & materials plans								
	Finalize trail profiles & cross sections								
	Finalize trail construction sections & details								
	Finalize planting plans & details								
	Develop with PMX Final Cost Estimate								
	Develop with PMX Final Contract Docs								
	Develop with PMX Final Div. 8 Landscape Specs								
	Develop Final Plans and details								
Bridge									
	Coordinate with PMX on Final bridge plan/profile								
	Provide final product data/cut sheets, if req'd.								
Total Hours		0	0	0	0	0	0	0	0

Task - Permit Coordination (NIC)		Principal	LA IV	LA III	LA II	LA I	CADD Drafter	Sr. Proj. Assist.	Clerical I
	Assist with info/questions on BDA work, if needed								
Total Hours		0	0	0	0	0	0	0	0

Task - Bidding Support (NIC)		Principal	LA IV	LA III	LA II	LA I	CADD Drafter	Sr. Proj. Assist.	Clerical I
	Respond to Bidder Questions During Bidding								
	Attend On-Site Pre-Bid Conference								
	Prepare Addendums on BDA work as Required								
	Assist w/Recommendation of Award, if requested								
Total Hours		0	0	0	0	0	0	0	0

Task - Construction Review		Principal	LA IV	LA III	LA II	LA I	CADD Drafter	Sr. Proj. Assist.	Clerical I
	Attend Pre-Construction Meeting		2						
	Review Shop Drawings and Submittals		12					2	
	Respond to RFI's and Change Proposals		4					2	
	Attend Const. Review Meetings as requested		2						
	Conduct a Complete Review and Prepare Punch List		2			2			
	Conduct Final Review of Punch List Items		2			1			
Total Hours		0	24	0	0	3	0	4	0

GRAND TOTAL		0	30	0	0	3	0	7	0
--------------------	--	----------	-----------	----------	----------	----------	----------	----------	----------



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 3, 2021

Bruce Dees & Associates, LLC
222 E. 26th St #202
Tacoma, WA 98421

Subject: Acceptance FYE 2020 ICR – Risk Assessment Review

Dear Sherryl Sales:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2020 ICR of 164.45%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

Aug 4, 2021

EKJ:mya

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is


and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

1/11/2022

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, 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 any 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 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 Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 is 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 require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)


Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: _____



Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____ .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

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

Department/Staff Contact: PS / John Woodcock	Meeting/Workshop Date: 11 January 2022	Agenda Bill Number: AB22-04
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3002	Sponsor:

Agenda Subject: Award the contract for the construction of the Allan Yorke Park Phase 1 between the City of Bonney Lake and Premier Field Development Contractors.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign The Construction Contract With Premier Field Development Contractors For The Construction Of The Allan Yorke Park Improvements Phase 1 Project.

Administrative Recommendation: Approve

Background Summary: The Allan Yorke Park Improvements Phase 1 project was placed on hold in August 2017 due to unforeseen requirements in the BLMC requiring the undergrounding of utilities and frontage improvements within the right of way, a shorelines designation revision and a boundary line adjustment. Contracts were completed to meet these requirements and the bid package was advertised for three weeks.

The 2021-2022 Budget of \$3,410,000 appears to have been based largely on an engineer’s estimate that was dated for 2017 that did not include additional design and permit costs as well as Construction management and testing costs. The 2021 Engineer’s estimate had the Base Bid amount to be \$3,644,877 without contingency. The Multi-use Field purchase by the City was estimated to be \$744,753. The Total Budget should have considered an estimate closer to \$5 million.

On December 8th the bids were opened. The City opened 6 bids that ranged from approximately \$3.6 million to \$5.5 million. The City has determined Premier Field Development to be the apparent low bidder to be “responsive” in their bid submittal in the amount of \$3,629,957.17.

Attachments: Resolution, Contract, Bid Tabs, AstroTurf - KCDA Proposal, Map

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$3,410,000	\$3,216,277.41	\$4,483,378.25	-\$1,267,100.84	<input type="checkbox"/> General <input type="checkbox"/> Utilities <input checked="" type="checkbox"/> Other
<p>Budget Explanation: Park: Eden-302.007.076.594.76.65.01; Allan Yorke Master Plan, Allan Yorke Park Improvements Revenue Source: Park Fund: REET, Park Impact Fees, Recreation and Conservation Office Grant (\$350,000).</p> <p>Multi-use Field Purchase through KCDA = \$584,937.00 plus tax @ 9.4% = \$54,984.08 = \$639,921.08 \$639,921.08 + \$3,629,957.17 + 5% contingency (Field & Base Bid) \$213,500 = \$4,483,378.25</p>				

COMMITTEE, BOARD & COMMISSION REVIEW			
Council Committee Review:	Other Date:	<i>Approvals:</i> Chair/Councilmember Councilmember Councilmember	Yes No <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Commission/Board Review:			
Hearing Examiner Review:			

COUNCIL ACTION

Workshop Date(s): 01/04/2022

Public Hearing Date(s):

Meeting Date(s): 01/11/2022

Tabled to Date:

APPROVALS

Director:

Ryan Johnstone

Mayor:

Michael McCullough.

Date Reviewed

by City Attorney:
(if applicable)

RESOLUTION NO. 3002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE CONSTRUCTION CONTRACT WITH PREMIER FIELD DEVELOPMENT CONTRACTORS FOR THE CONSTRUCTION OF THE ALLAN YORKE PARK IMPROVEMENTS PHASE 1 PROJECT.

WHEREAS, Council approved the Allan Yorke Master Plan on September 13, 2016; and

WHEREAS, Council approved a list of projects for Phase I Allan Yorke Park improvements for inclusion in the 2017-2018 budget and;

WHEREAS, Council approved Resolution 2557 on January 10, 2017 for the design of the Allan Yorke Park Improvements Phase 1 Design; and

WHEREAS, City Staff placed the approved Allan Yorke Improvements project on hold in 2017 when unforeseen frontage improvements were required; and

WHEREAS, Council approved Resolution 2740 on April 23, 2019, for the design of the West Tapps /Allan Yorke Park Sidewalks Project to address the frontage improvements requirements; and

WHEREAS, Council approved a list of projects for Phase I Allan Yorke Park improvements for inclusion in the 2020-2021 budget and;

WHEREAS, Public Services staff opened 6 bids on the 8th of December 2021 for the Allan Yorke Park Phase 1 project; and

WHEREAS, the City has determined Premier Field Development Contractors to be the apparent low bidder to be “responsive” in their Base Bid submittal in the amount of \$3,629,957.17; and

WHEREAS, the City has a Multi-Use Field Purchase Agreement with KCDA, a purchasing cooperative for Washington State Schools for the quote from Coast to Coast Turf for \$639,921.08 which includes tax to purchase and install; and

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

That the City Council of the City of Bonney Lake does hereby authorize the Mayor to approve the purchase of the Multi-use Field from KCDA for the sum of \$639,921.08 from Coast to Coast Turf which includes tax.

That the City Council of the City of Bonney Lake does hereby authorize the Mayor to sign the attached contract with Premier Field Development Contractors in the amount of \$3,629,957.17 which includes tax.

BE IT FURTHER RESOLVED that the City of Bonney Lake Council does hereby authorize Construction Contingency (5%) in the amount of \$213,500 based on both the Multi-Use Field and the contract bid amount.

Passed by the City Council this 11th day of January, 2022.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie Schaneman, CMC, City Clerk


Allan Yorke Park - Phase 1 - Base Bid

Date: December 8, 2021

Engineers Estimate

Bid Item	Quantity	Item Description	Qty	Unit	1		2		3		4		5		6	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		Unit Price
1	L.S.	Mobilization (max. 5% of Base Bid)	1	LS	\$155,687	\$155,687	170,000.00	\$170,000	220,000.00	\$220,000	160,000.00	\$160,000	229,850.00	\$229,850	250,000.00	\$250,000
2	L.S.	Demobilization (max. 2% of Base Bid)	1	LS	\$62,275	\$62,020	20,000.00	\$20,000	220,000.00	\$220,000	98,000.00	\$98,000	91,940	\$91,940	100,000.00	\$100,000
3	L.S.	All Remaining Base Bid Work	1	LS	\$3,113,736	\$3,100,990	3,650,000.00	\$3,650,000	3,994,400.00	\$3,994,400	4,290,000.00	\$4,290,000	4,275,210.00	\$4,275,210	4,650,000.00	\$4,650,000
		Subtotal (Items 1-3) Base Bid			\$3,331,698	\$3,318,060		\$3,840,000		\$4,434,400		\$4,548,000		\$4,597,000		\$5,000,000
		Washington State Sales Tax (9.4%)			\$313,180	\$311,898		\$360,960		\$416,834		\$427,512		\$432,118		\$470,000
Total Base Bid Construction Cost						\$3,644,877.09		\$4,200,960.00		\$4,851,233.60		\$4,975,512.00		\$5,029,118.00		\$5,470,000.00



The first name in turf  ...and all that's around it.

December 7, 2021

RE: City of Bonney Lake – Allan Yorke Park – KCDA Proposal

AstroTurf Corporation is pleased to submit the following KCDA proposal for 80,675 square feet of **Rootzone 3D3 Blend 60** to be installed at four locations in **Allan Yorke Park**, Bonney Lake. Our quote includes all labor, materials, tools and equipment necessary to install in-place the synthetic turf applications referenced (in accordance with our published product specifications) and described as follows:

Rootzone 3D3 Blend 60: \$584,937.00

Inclusions –

- Samples, submittal information, and shop drawings as required
- Bonds & Insurance as required
- Visual inspection and string line of the sub-base constructed by others
- Brock SP 14 Shock Pad
- Installation of AstroTurf **Rootzone 3D3 Blend 60** by manufacturer-certified crews
- Markings for the sport of Soccer
- Markings for the sport of Unified Lacrosse
- Markings for the sport of Rugby
- Markings for the sport of Softball
- All seams and inlays to be glued with hotmelt adhesive
- An infill of Sand and Cushion Fall Coated Rubber at the manufacturer-approved weight and ratio for AstroTurf Rootzone 3D3 Blend 60
- AstroTurf's Standard (8) Year 3rd Party Insured Warranty the turf system materials and installation
- Pre-shipment testing per specification
- G-max testing per specifications
- Extra materials per specifications
- Wages as appropriate in the State of Washington per prevailing wage rates
- Cleanup and disposal of our debris into dumpsters

Exclusions:

- Any work not directly stated above
- Any site work applications, including site demolition, drainage systems, sub-base construction, grading, concrete apron curb or attachment board applications. Our work commences directly on to the site contractor provided sub-base. On-going maintenance or repairs to the sub-base are the responsibility of the site contractor

- Any survey, layout, certification, testing, or inspection costs, other than those associated with visual base inspection, G-Max Testing, and 3rd Party Warranty verification
- Any Washington state sales tax
- Any sports event, goals, sports netting, or any other athletic equipment applications
- Any Liquidated Damages surcharges.
- Any building permits or site inspection fees.

Thank you again for your interest. We certainly do look forward to working with you and are available at any time to answer any questions or review any concerns.

Sincerely,

Yvonne Swanson

Yvonne Swanson

Yvonne Swanson
Authorized Representative
AstroTurf Corporation

Note: AstroTurf Corporation reserves the right, to revise the pricing contained in this proposal prior to issuing a final, binding contract in the event the scope of the subject project changes prior to execution of the binding contract. Furthermore, this non-binding proposal contains the confidential and proprietary work product of AstroTurf Corporation, and it should not be shared by you with any third parties other than representatives or advisors retained by you to assist you in planning with respect to the subject project.



Pierce County WA, Spatial Services

Disclaimer: The map features are approximate and have not been surveyed. Additional features not yet mapped may be present. Pierce County assumes no liability for variations ascertained by formal survey.

Date: 7/13/2021 02:04 PM

CITY OF BONNEY LAKE CONTRACT

THIS CONTRACT, is made and entered into this 11 day of January, 2022 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "Owner" and Premier Field Development, hereinafter referred to as the "Contractor."

WITNESSETH:

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

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

WHEREAS, the O w n e r h a s heretofore caused to be prepared certain plans and specifications described as the Allan Yorke Park- Phase 1 and the Contractor did on the 8th day of December, 2021, file with the Owner a proposal to construct said work and agreed to accept as payment therefore the sum fully stated and set forth in the proposal; and

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

IT IS THEREFORE AGREED, first, the Contractor shall perform such work and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Contractor responsibilities throughout this Agreement and as detailed in the plans and specifications described as Allan Yorke Park- Phase 1. It is agreed that a copy of said General Conditions and other Contract Documents filed with the Owner, as aforesaid, do, in all particulars, become a part of this Agreement by and between the parties hereto in all matters and things therein set forth and described;

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

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

CITY OF BONNEY LAKE

CONTRACTOR: Premier Field Development

Michael McCullough, Mayor

By *Spencer Clark*
Title *Corporate Secretary*

Date: _____

Date: *01/11/2022*

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

Department/Staff Contact: PS / John Woodcock	Meeting/Workshop Date: 11 January 2022	Agenda Bill Number: AB22-08
Agenda Item Type: Resolution	Ordinance/Resolution Number: 3007	Sponsor:

Agenda Subject: Approve the Professional Services Agreement with Parametrix for the Construction Management of the Allan Yorke Park Phase 1.

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Approve The Professional Services Agreement With Parametrix For The Construction Management Of The Allan Yorke Park Phase 1.

Administrative Recommendation: Approve

Background Summary: The Allan Yorke Park Improvements Phase 1 project will require construction services support throughout the construction phase of the project from the design team of Bruce Dees and Associates as well as the inspection services from Parametrix. This agreement includes both design and construction inspection oversight, contractor questions, material approvals, and design standard adherence.

Attachments: Resolution, Contract, Map

BUDGET INFORMATION

Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$3,410,000	-\$1,267,100.84	\$273,770.28	-\$,1,540,871.12	<input type="checkbox"/> General <input type="checkbox"/> Utilities <input checked="" type="checkbox"/> Other

Budget Explanation: Park: Eden-302.007.076.594.76.65.01; Allan Yorke Master Plan, Allan Yorke Park Improvements Revenue Source: Park Fund: REET, Park Impact Fees, Recreation and Conservation Office Grant (\$350,000).

COMMITTEE, BOARD & COMMISSION REVIEW

Council Committee Review:	Community Development <i>Approvals:</i>		Yes	No
	Date: 4 January 2022	Chair/Councilmember Dan Swatman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Tom Watson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Councilmember Kelly McClimans Sr	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Forward to:	Consent Agenda:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Commission/Board Review:

Hearing Examiner Review:

COUNCIL ACTION

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 01/11/2022	Tabled to Date:

APPROVALS

Director:
Ryan Johnstone

Mayor:
Michael McCullough

**Date Reviewed
by City Attorney:**
(if applicable)

RESOLUTION NO. 3007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX FOR THE CONSTRUCTION MANAGEMENT OF THE ALLAN YORKE PARK PHASE 1.

WHEREAS, Council approved the Allan Yorke Master Plan on September 13, 2016; and

WHEREAS, Council approved a list of projects for Phase I Allan Yorke Park improvements for inclusion in the 2017-2018 budget; and

WHEREAS, Council approved Resolution 2557 on January 10, 2017 for the design of the Allan Yorke Park Improvements Phase 1 Design; and

WHEREAS, City Staff placed the approved Allan Yorke Improvements project on hold in 2017 when unforeseen frontage improvements were required; and

WHEREAS, Council approved Resolution 2740 on April 23, 2019 for the design of the West Tapps /Allan Yorke Park Sidewalks Project to address the frontage improvements requirements; and

WHEREAS, Council approved a list of projects for Phase I Allan Yorke Park improvements for inclusion in the 2020-2021 budget and;

WHEREAS, Council approved the award of the contract to construct the Allan Yorke Park Phase 1 project on January 11th, 2022; and

WHEREAS, City staff requires the support of the architectural firm Bruce Dees and Associates that designed the project and the inspection services provided by Parametrix to work with the contractor through the construction phase of the project; and

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

That the City Council of the City of Bonney Lake does hereby authorize the Mayor to approve the Professional Services Agreement with Parametrix for construction support for the sum of \$273,770.28 which includes tax.

Passed by the City Council this 11th day of January, 2022.

Michael McCullough, Mayor

AUTHENTICATED:

Sadie Schaneman, CMC, City Clerk



Pierce County WA, Spatial Services

Disclaimer: The map features are approximate and have not been surveyed. Additional features not yet mapped may be present. Pierce County assumes no liability for variations ascertained by formal survey.

Date: 7/13/2021 02:04 PM

PROFESSIONAL SERVICES AGREEMENT
Phase 1 Allan Yorke Park Improvements Construction Support Services

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 11th day of January, 2022, by and between the City of Bonney Lake (“City”) and Parametrix, Inc. (“Consultant”).

The parties hereby agree as follows:

1. **Scope of Work.** The Consultant shall perform all work and provide all materials described in the Scope of Work set out in Exhibit A attached hereto and incorporated herein by this reference. Such work shall be performed using facilities, equipment and staff provided by Consultant, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Consultant shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the City, such work not to constitute Extra Work under this Agreement.
2. **Ownership of Work Product.** Documents, presentations and any other work product produced by the Consultant in performance of work under this Agreement shall be tendered to the City upon completion of the work, and all such product shall become and remain the property of the City and may be used by the City without restriction; *provided*, that any such use by the City not directly related to the particular purposes for which the work product was produced shall be without any liability whatsoever to the Consultant.
3. **Payment.** The Consultant shall be paid by the City for completed work and services rendered under this Agreement pursuant to the rates and charges set out in Exhibit B, attached hereto and incorporated herein by this reference. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement shall list actual time and dates during which the work was performed and the compensation shall be figured using the rates set out in Exhibit B; *provided*, that payment for work within the Scope of Work (Exhibit A) shall not exceed the fee/hour estimate set out in Exhibit B without written amendment to this Agreement, agreed to and signed by both parties.

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

The Consultant and its sub consultants shall keep available for inspection, by the City, for a period of three years after final payment, the cost records and accounts pertaining to this Agreement and

all items related to, or bearing upon, such records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period shall commence when the Consultant receives final payment.

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

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

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

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

terminated by the City, and that Consultant shall be barred from performing any services for the City in the future unless and until a showing is made satisfactory to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

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

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

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

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

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

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

12. **Indemnification / Hold Harmless**

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

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.

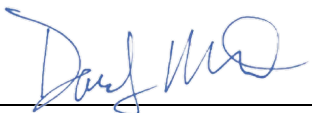
17. **Execution and Acceptance.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting 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: _____
Michael McCullough., Mayor

By:  _____
Darby Watson, Vice President

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:

See Scope of Work for Phase 1 Allan Yorke Park Improvements Construction Support Services on the following pages.

SCOPE OF WORK

City of Bonney Lake

Phase 1 Allan Yorke Park Improvements Construction Support Services

The City of Bonney Lake (City) has requested that Parametrix provide construction management support, observation and documentation support services for construction of the Phase 1 Allan Yorke Park Improvements.

A detailed scope for the Contract follows:

GENERAL ASSUMPTIONS FOR CONSTRUCTION SUPPORT SERVICES

- The proposed project team will include one part-time project manager, one part-time construction observer during construction activities, and one part-time documentation specialist. Parametrix will provide services for supporting tasks as deemed necessary but not specifically included in this scope of services.
- The level of service is based on project duration as expressed in the Construction Contract in working days (see below).
- It is anticipated that the City will review and execute the insurance, bonds, and the Construction Contract.
- It is anticipated that all community outreach, if required, will be completed by the City.
- The City will contract for materials testing and geotechnical inspections on the project.
- The City will contract with Bruce Dees and Associates for continuity of design through construction.
- Services will be performed in accordance with the Construction Contract and City standards.
- Franchise utilities will provide field inspection for all work surrounding the construction or relocation of those utility systems not constructed by the City's Contractor, if necessary.
- City/Field Office: There are no provisions for a field office for this project. All project files shall be kept in digital format and all necessary physical copies will be held at the City office. Parametrix staff shall work from vehicle as much as practical.
- All deliverables will be in electronic format unless specifically stated otherwise in this scope of services.

The objective and purpose of this Construction Support Services Agreement is for Parametrix to assist the City in successfully completing the construction of the proposed improvements.

CONSTRUCTION SUPPORT SERVICES

Task 01 – Project Administration

Parametrix will provide the tools for continuous tracking of the project schedule and budget, coordination with subconsultants, and status of deliverables to ensure that the project is executed as expected by the City.

Assumptions

- A 12-month project schedule is assumed (not construction schedule).

Deliverables

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

Task 02 – Construction Management Support

Parametrix engineering staff will attend the preconstruction conference and provide support during construction. Parametrix will work with City staff and Bruce Dees and Associates (BDA) to prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the City's offices. Parametrix will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc.

Following the preconstruction conference, other construction engineering services will be provided. Specific activities are undefined but will be completed up to the specified budget amount and may include the following:

- Route (Requests for Information) RFIs from the Contractor to BDA.
- Prepare and maintain a submittal log.
- Prepare and issue the weekly statement of working days.
- Route and track submittal reviews/approvals.
- Route and track shop drawing reviews.
- Support, route, and track change orders.
- Support/review for preparation of monthly progress payments to Contractor.
- Support/assistance for preparation of periodic cost-to-complete analysis.

Assumptions

- The budget estimate includes 8 hours each for the construction manager and construction observer to assist the City in preparation and attendance of the preconstruction conference.

Deliverables

- Submittal Log (including tracking on shop drawing reviews).
- Request for Approval of Material (RAM) form responses.
- Weekly statement of working days.
- RFI routing and response tracking log.
- Change Order Documentation.

Task 03 – Construction Documentation Services

Parametrix will implement its system and set of procedures for managing, tracking, and storing documents between the Contractor, Parametrix, and the City produced during the construction and closeout phases of the project that are compliant with the requirements set forth by the funding agency. Parametrix will, in coordination with the City,

coordinate with Bruce Dees and Associates, maintain a digital copy, suitably organized, of construction documentation that will be turned over to the City at the completion and final closeout of the project. Parametrix and the City will agree on what documentation will be provided to the City during construction.

Parametrix will implement its procedures for logging and tracking of correspondence and documents. Parametrix will assist the City in monitoring outstanding decisions, approvals, or responses required from the City.

The documentation responsibilities are as follows:

- Receiving and logging Contractor submittals, including submittals, shop drawings and RFIs.
- Transmitting Contractor submittals, shop drawings and RFIs for review to the appropriate reviewer.
- Obtaining review responses to Contractor submittals, shop drawings and RFIs regarding design details.
- Returning submittals, shop drawings and RFIs to the Contractor upon completion of the review process.
- Maintaining electronic project files according to established filing index, modified as necessary for the project.
- Preparing meeting minutes and distributing minutes in a PDF file to attendees within 2 working days.
- Reviewing and logging weekly certified payroll data in accordance with state law and the Washington State Department of Transportation (WSDOT) *Construction Manual*.
- Receiving and logging inspectors' daily reports.
- Maintaining electronic and paper files including inspectors' daily reports, updated contract documents, test reports, material records, correspondence, statement of working days, Contractor payment requests, prevailing wage certifications, contract change order records, submittal records, requests for information, project photographs, and meeting records.

Deliverables

- Filing of preconstruction agenda as well as draft and final meeting minutes.
- Up to 32 weekly meeting agendas as well as draft and final meeting minutes.
- Construction documentation electronic files.

Assumptions

- Parametrix will attend weekly meetings.
- Construction documentation records will be kept electronically.

Task 04 – Construction Observation

Parametrix will provide half-time construction observation during construction activities to monitor the progress of the work. The construction observer will observe the technical progress of the construction, including providing day-to-day contact with the Contractor and the City.

Construction observation will include the following duties as a matter of daily activities (if applicable):

- Observe technical conduct of the construction, including providing day-to-day contact with construction Contractor, City, and other stakeholders, and monitor for adherence to the Contract Documents.
- Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes and notify construction Contractor of noncompliance. Advise the City of any non-conforming work observed during site visits.
- Document all material delivered to the job site in accordance with the Construction Contract.
- Prepare daily inspection reports, recording the construction Contractor's operations as actually observed by Parametrix including the work completed that day, Contractor's equipment and crews, and other pertinent information. All daily inspection reports will adhere to Parametrix guidelines or as directed by the City.
- Resolve questions that may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction Contractor.
- Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
- Coordinate with permit holders on the project to monitor compliance with approved permits, if applicable.
- Attend and actively participate in regular on-site weekly construction meetings.
- Take periodic digital photographs during construction and record locations.
- Coordinate with the City's traffic operations and maintenance personnel.
- Punch List – Upon substantial completion of work, Parametrix will coordinate with the City, BDA and other affected agencies to perform a project inspection and develop a comprehensive list of deficiencies or 'punch list' of items to be completed. A punch list and certificate of substantial completion will be prepared by Parametrix and issued by the City.
- Parametrix will coordinate with the Contractor, BDA and the material testing firm which will be provided by the City under separate agreement.

Assumptions

- Parametrix will provide observation services, up to the agreed budget amount, for the entire time that the Contractor's personnel are on-site.
- The budget estimate for this task assumes that the Contractor will be on-site for 160 working days from notice to proceed to substantial completion. An additional 5 days has been included for project closeout. Additional working days will require a supplement to this agreement.
- Parametrix monitoring of the construction Contractor's activities is to ascertain whether work is being performed in accordance with the Contract Documents. In case of noncompliance, Parametrix will reject non-conforming work and pursue other remedies in the interests of the City, as detailed in the Contract Documents. Parametrix cannot guarantee the construction Contractor's performance, and it is understood that Parametrix shall assume no responsibility for items such as proper construction means, methods, techniques; project site safety; safety precautions or programs; or for the failure of any other entity to perform work in accordance with laws, contracts, regulations, or the City's expectations.

Deliverables

- Daily construction reports with project photos submitted on a weekly basis.
- Punch list; certificate of substantial completion.

END OF SCOPE OF SERVICES

EXHIBIT B: RATES

See attached Budget Estimate.

Matthew J. Kastberg	Tammy R. Seymour	Scott D. Spees	Christy Pope	Kassie N. Winters
Sr Consultant	Sr Project Control Specialist	Inspector	Sr Project Control Specialist	Project Accountant

Task	SubTask	Description	Labor Dollars	Labor Hours					
01		Construction Support Services	\$266,270.28	1,828	188	256	1320	48	16
01	01	Project Administration	\$20,802.96	104	40			48	16
01	02	Construction Management Support	\$80,227.98	458	128		330		
01	03	Construction Documentation Services	\$83,326.74	606	20	256	330		
01	04	Construction Observation	\$81,912.60	660			660		

Other Direct Expenses	
Other Direct Costs	\$7,500.00
Other Direct Expenses Total:	\$7,500.00

Project Total \$273,770.28



City of Bonney Lake PUBLIC COMMENTS SIGN-UP SHEET

January 11, 2022 City Council Meeting

Public comments are limited to five (5) minutes per individual or 10 minutes for the designated representative of a group.

Time	Done	Full Name	Address	Summary
Virtual 5:00	<input checked="" type="checkbox"/>	Kellie Whipple		
Virtual 5:00	<input checked="" type="checkbox"/>	Ashley Lorenzano		
	<input checked="" type="checkbox"/>	Patti Knight	5529-195th AVE. E B.L.	
	<input checked="" type="checkbox"/>	Steve Gibson	8110 206th Ave E	
	<input checked="" type="checkbox"/>	Annette Keliber	7220 190th AVE EAST	
	<input checked="" type="checkbox"/>	Rachael Redding	421 Valley Ave E Sumner	
	<input checked="" type="checkbox"/>	Wyatt Redding	421 Valley Ave E Sumner	
	<input checked="" type="checkbox"/>	CARY D. BAKER	19004 108th St Ct E B.L	
	<input checked="" type="checkbox"/>	Laurie Dent	1202 Wood Ave	Law enforcement Application
	<input checked="" type="checkbox"/>	Pam Beach	1544 15155 48th St Ct E	open government
	<input checked="" type="checkbox"/>	Patricia Beach		
	<input checked="" type="checkbox"/>	Kerritt Hubler	8201 204th Ave Ct E	
	<input checked="" type="checkbox"/>	Michelle Larson	19801 121st St E	Recreation Programs
	<input checked="" type="checkbox"/>	Anthony Clarke	8416 185th Ave Pl E	Recreation Programs
	<input checked="" type="checkbox"/>	Rich Hanson	20724 80 St Ct E Bonney Lake	Recreation Dept.
	<input checked="" type="checkbox"/>	Angela Lewis	1417 159th Ave E Sumner	Grandparent / Parent ^{at 165} Ric
	<input checked="" type="checkbox"/>	Red Vincent	20627 Church Lake Drive BL	Rec program, A.I.
	<input checked="" type="checkbox"/>	Beverly Conyda	2420 185th Ave E Lakeland	
	<input checked="" type="checkbox"/>	NUSS RUDOLPH	7515 191st Ave E	Lot
	<input checked="" type="checkbox"/>	SASON DALTON	5103 183rd Ave E.	REC. PROGRAMS.
	<input checked="" type="checkbox"/>	BRADY HUBLER	8201 204th Ave Ct E	
	<input checked="" type="checkbox"/>	Melanie Road	7511 185th Ave E	
	<input checked="" type="checkbox"/>	BRENT PHELPS	2517 199th Ave Ct E	
	<input checked="" type="checkbox"/>	Brad Bylin	7517 190th Ave. East	Low income water assistance
	<input type="checkbox"/>	Louise Darcy	20302 79th St E	Rec Program / Before + After program
	<input type="checkbox"/>	<u>Riley</u>		
	<input type="checkbox"/>			

From: Michael Campbell <57071@msn.com>
Sent: Sunday, January 9, 2022 10:16 AM
To: Clerk
Subject: "To be read during open comments, during the next council meeting."

Why did some city council members (WITH OUT NOTICE NOR COMMUNICATION FROM THE CITIZENS OF BONNEY LAKE) on Tuesday January 4th, 2022, chose to have the City Administrator write a letter signed by the mayor and send it to the school district and Superintendent to cancel the Interlocal agreement between the City of Bonney Lake and the Sumner-Bonney Lake school district that went into effect on September 1st, 2017.

Cost: This program did not cost the City of Bonney Lake or the Sumner-Bonney Lake school district anything. In fact, the program was self-sustaining and made a profit every year except the 2020 & 2021 fiscal year due to COVID restrictions. In 2018 the recreation program made a \$184,000 profit and in 2019 the program made a \$250,000 profit.

Program participants are 90% from the SBLSD & 80% of them are from the City of Bonney Lake.

Resident of City of Bonney Lake for over 50 yrs.

Michael Campbell
5326 South Vista Drive E
Bonney Lake, WA 98391

From: djuckw@comcast.net
Sent: Saturday, January 8, 2022 7:39 PM
To: Sadie Schaneman
Subject: save the recreation program

Kids need to move, now more than ever. I have seen kids fitness levels go down since the start of the pandemic.

From: Marlus FRANCIS <MARLUS23@msn.com>

Sent: Tuesday, January 11, 2022 11:42 AM

To: Justin Evans <evansj@ci.bonney-lake.wa.us>

Cc: John Vodopich <vodopichj@ci.bonney-lake.wa.us>; Michael McCullough <mcculloughm@ci.bonney-lake.wa.us>

Subject: PLEASE SAVE OUR RECREATION PROGRAMS

Thank you for taking the time to read my email.

I am writing you today because of the latest news that the City of Bonney Lake has asked to terminate the Interlocal agreement with the SBLSD.

I have lived in this community for over 40 years and have two sons who attend Sumner High School and grew up attending many of the Recreation Programs put on by Sumner/BL/SBLSD Recreation. I have also been a Recreation Professional for 30 years, have my degree in Recreation Management as well as am an active member of our state Association – Washington Recreation & Parks Association (WRPA) and our National Association – National Recreation & Parks Association. (NRPA) I state this only because, obviously I come to the table with a great bias and am a huge proponent of the value and many benefits Recreation services can provide a community.

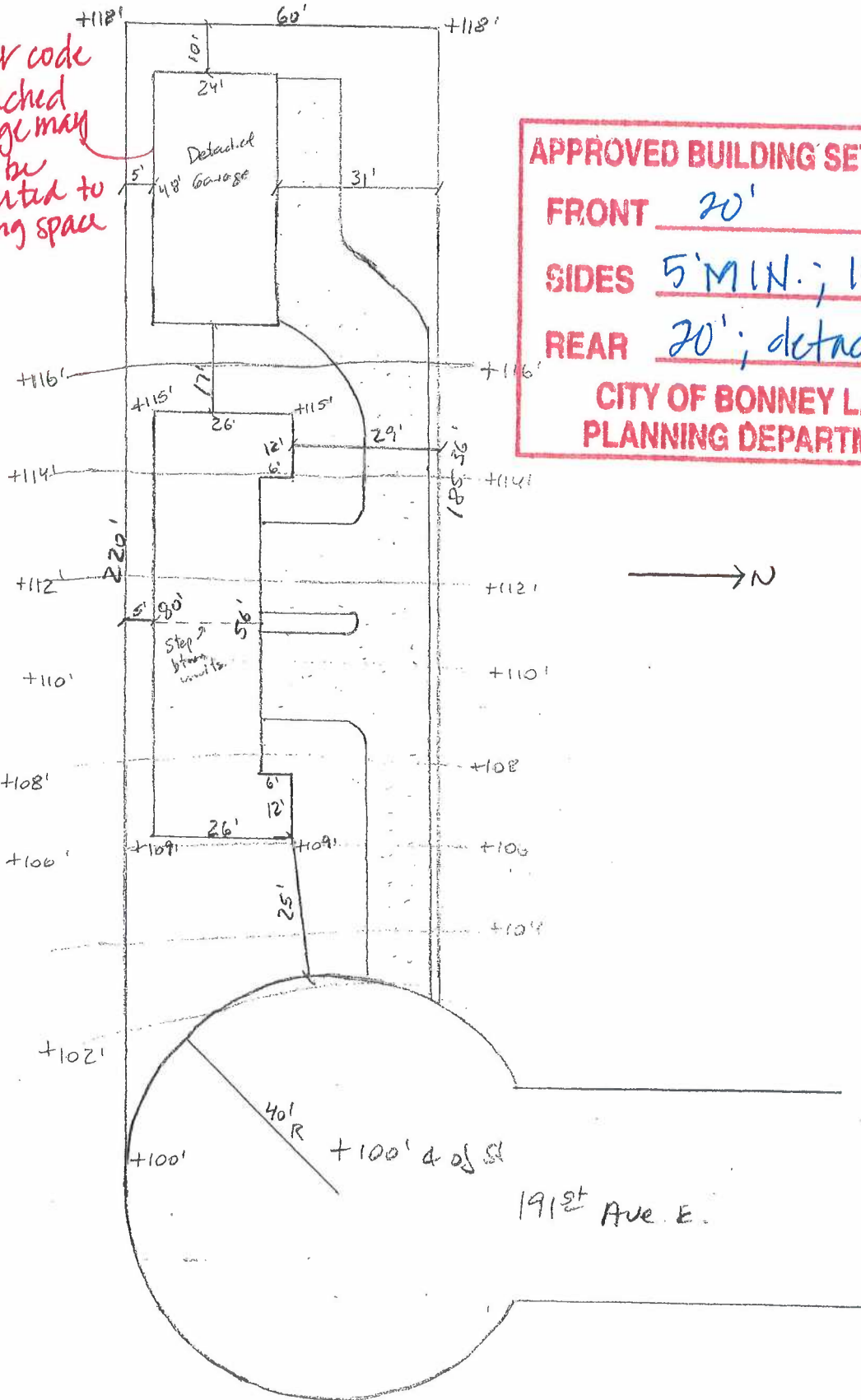
I know you too, see Recreation as an important service, just as essential as police, fire and public works. I hope that this current “opportunity” of re-visiting the logistics of the Interlocal Agreement gives you all a chance to work on a better and more sustainable model for providing Recreation Services. Shifting the oversight back to the School District makes no sense, it is not a “Best Practice” in the industry. The SD has their hands full with providing education, interscholastic programming and transportation for our students. Should there be an interlocal agreement between the two (or three) agencies? Absolutely. This is very common and well known that Parks and Recreation Departments and schools need each other to survive and flourish.

I am confident that after hearing from many families, parents and participants you will be able to see and feel the effect that it will have if these enrichment, skill building sports and wellness programs are eliminated. In my experience almost all Parks and Recreation Departments offer Before and After School Programs as well as Summer and School Break Camps. To say we should not be in the child care business is ignorant and uneducated. Your Recreation Division, despite having to go through a somewhat recent fiduciary transition, serve two separate cities, as well as serve outlining communities - has a great reputation. The programs that your Recreation Division facilitate are amazing and you should all be shouting from the roof tops how proud you are of them. They make your City and our Community look good. The programs fill, with waiting lists! Other cities emulate them and look to your staff for leadership and advice when starting their own programs. I don't think you want to turn your back on what you all should be embracing and finding a way to make it work. Please also take the time to do what you pledged to do when taking office. Visit the programs, see what is being offered, ask questions of the participants and your constituents to see what they want and need.

Has the Recreation Division suffered during COVID? Probably... and so has every other P&R in the state and country, but they have figured out a way to pivot and pivot again to keep offering safe, quality, engaging programs – putting themselves at risk for our community in the mist of COVID 19. Human Resource staff time to lay off and bring back all of the staff during a Pandemic, or really any other time, should not be part of the equation in making this decision. This is the cost of doing this important business. Please pause and rethink how we can all make this work; your community is counting on you.

PLOT PLAN FOR LOT 14, RAINIER VISTA PN: 7110000230
 ADDRESS: 7513 191st AVE. E., BONNEY LAKE, WA 98390 Scale: 1" = 30'

*per code
 detached
 garage may
 not be
 converted to
 living space*



APPROVED BUILDING SETBACKS:
FRONT 20'
SIDES 5' MIN.; 15' TOTAL
REAR 20'; detached garage
**CITY OF BONNEY LAKE
 PLANNING DEPARTMENT**

Denney Bryan

From: Denney Bryan
Sent: Tuesday, June 17, 2008 8:53 AM
To: John Vodopich
Subject: ADU

John,

We have about 6 duplex units that were allowed to build a rec room above a detached garage. I've seen on the approved plans that these rooms would not be used as an ADU. Now discussing ADU's with the building department an ADU is defined as a living space that includes a cooking stove. These rec rooms include two large room areas divided by a hallway and full bath. It also includes a "wet-bar" area that has a full set of cabinets, counter top and area for fridge.

I receive, at least annually, a complaint from a Mr. Russ Rudolph regarding a duplex located at 7513 191st Street East. Mr. Rudolph alleges that the room above the garage is being rented as a third unit. Last year I approached the owner, Robert Kanany, and determined that the area in question was included as space to one of the duplexes rented. The renter of one of the units was using the space as a day-care location for her children.

My question.....I'm again addressing recent complaint received regarding occupancy of this space. If the area does not meet the criteria defining it as an ADU is that same area prohibited from being rented to a boarder. For example, would we not consider this space as a room and in another residential situation would we prohibit an owner from renting out one of their rooms?

Your assistance with this matter is greatly appreciated.