

# CITY COUNCIL MEETING

October 26, 2010

7:00 p.m.

## AGENDA



*The City of Bonney Lake's Mission is to protect the community's livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.*

Website: [www.ci.bonney-lake.wa.us](http://www.ci.bonney-lake.wa.us)

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**SIGN-UP TO SPEAK FOR SPECIFIC ACTION ITEMS ON THE AGENDA:** *If you have signed-up prior to the Council meeting to speak with respect to a particular ordinance or resolution appearing on the agenda, you will be recognized to address the Council for up to one minute before the Council takes action on that item. Those wishing to address items appearing on the "Consent Agenda" should do so during the "Citizen Comments" portion of the Agenda. If the Council chooses to discuss the item further after taking comments, they may restrict additional public comment before taking action. Please look for the speaker sign-up sheets near the Council Chamber doorway. (See Item II B. for Citizen Comments on other items of City business.)*

**Location:** City Hall Council Chambers, 19306 Bonney Lake Blvd., Bonney Lake.

### I. CALL TO ORDER

#### A. Flag Salute

#### B. Roll Call:

**Elected Officials:** Mayor Neil Johnson, Jr., Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember Jim Rackley.

**Expected Staff Members:** City Administrator Don Morrison, Public Works Director Dan Grigsby, Police Chief Mike Mitchell, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Administrative Services Director/City Clerk Harwood Edvalson, Community Services Director Gary Leaf, and City Attorney Jim Dionne.

#### C. Announcements, Appointments and Presentations:

##### 1. Announcements:

##### 2. Appointments:

##### 3. Presentations:

- a. Recognition of Florence Massey - Senior Center Volunteer

#### D. Agenda Modifications:

### II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:

#### A. Public Hearings:

Page

5-8

1. **AB10-167 - Resolution 2080** - A Development Agreement with Swiss Park for the Construction of a Proposed Restroom/Shower Facility.

**B. Citizen Comments:**

*You may address the City Council on matters of City business for up to 5 minutes. Those commenting about ordinances or resolutions on the "Consent Agenda" should limit their comments to one minute per item. When recognized by the Mayor, please state your name and address for the official record. Designated representatives speaking on behalf of a group may take up to 10 minutes on matters of general City business.*

**C. Correspondence:**

**III. COUNCIL COMMITTEE REPORTS:**

**A. Finance Committee**

**B. Community Development Committee**

**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.*

9-17

- A. Approval of Minutes:** October 5, 2010 Workshop Minutes and October 21 Meeting Minutes

- B. Accounts Payable:** Checks/Vouchers #59708 thru 59748 in the amount of \$642,388.99; Accounts Payable checks/vouchers #59749 thru 59750 for accounts receivable refunds in the amount of \$558.96; Accounts Payable checks/vouchers #59751 thru 59816 (including wire transfer #'s 10062010, 10162010 and 10172010) in the amount of \$398,581.79.

- C. Approval of Payroll:** Payroll for October 1 - 15, 2010 for checks 29369-29394 including Direct Deposits and Electronic Transfers in the amount of \$ 399,182.42.

19-34

- D. AB10-163 – Resolution 2077 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Award A Contract For Public Defender Services To The Law Offices Of Matthew J. Rusnak.**

35-43

- E. AB10-162 - Resolution 2076 - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign A Lease Agreement With The Bonney Lake Lions Foundation For The Continued Use Of The Property Located At 18429 89th Street East For The Lions 4 Kids House.**

**V. FINANCE COMMITTEE ISSUES:****VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:**

45-75

- A. **AB10-164 – Resolution 2078** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Motion Authorizing a Professional Services Agreement with Shea, Carr, Jewell, Inc. for the SR410 – 214<sup>th</sup> Avenue Intersection Improvements Project.

77-88

- B. **AB10-165 – Resolution 2079** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding the Angeline Road Force Main Replacement Project to Archer Construction, Inc.

89-104

- C. **AB10-170 – Resolution 2081** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing the Mayor to Sign an Agreement with Parametrix for Construction Engineering Services and As-Built Completion for the Angeline Road Force Sewer Main Replacement Project.

**VII. PUBLIC SAFETY COMMITTEE ISSUES:**

105-111

- A. **AB10-160 - Ordinance D10-160** - An Ordinance of The City of Bonney Lake, Pierce County, Washington, Establishing a Helmet Requirement for Bicycle, Skate, Scooter, Unicycle, and Skateboard Use.

113-118

- B. **AB10-161 - Ordinance D10-161** - An Ordinance of the City of Bonney Lake, Pierce County, Washington, Amending Chapter 16.16 of Bonney Lake Municipal Code.

**VIII. FULL COUNCIL ISSUES:****IX. EXECUTIVE SESSION:**

Pursuant to RCW 42.30.110, the City Council may hold an executive session. The topic(s) and the session duration will be announced prior to the executive session.

**X. ADJOURNMENT**

**For citizens with disabilities requesting translators or adaptive equipment for communication purposes, the City requests notification as soon as possible of the type of service or equipment needed.**

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



**City of Bonney Lake, Washington  
City Council Agenda Bill (C.A.B.) Approval Form**

<b><u>Department / Staff Contact:</u></b> CD / John P. Vodopich	<b><u>Workshop / Meeting Date:</u></b> 26 Oct 2010	<b><u>Agenda Bill Number:</u></b> 10-167
<b><u>Ordinance Number:</u></b>	<b><u>Resolution Number:</u></b> 2080	<b><u>Councilmember Sponsor:</u></b>

**Agenda Subject:** Swiss Park Development Agreement

**Proposed Motion:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT WITH SWISS SPORTMANS CLUB OF TACOMA

**Administrative Recommendation:** Conduct the public hearing

**Background Summary:**

<b><u>BUDGET INFORMATION:</u></b>			
<b>Budget Amount</b>	<b>Required Expenditure</b>	<b>Budget Impact</b>	<b>Budget Balance</b>
<b>Budget Explanation:</b>			

<b><u>COMMITTEE/BOARD REVIEW:</u></b>
<b>Subcommittee Review Date:</b> -
<b>Commission/Board Review Date:</b> -
<b>Hearing Examiner Date:</b>

<b><u>COUNCIL ACTION:</u></b>	
<b>Workshop Date(s):</b> October 19, 2010	<b>Public Hearing Date(s):</b> October 26, 2010
<b>Meeting Date(s):</b>	<b>Tabled To Date:</b>

**Signatures:**

Director Authorization John P. Vodopich, AICP	Mayor	Date City Attorney Reviewed October 1, 2010
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**RESOLUTION NO. 2080**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT WITH SWISS SPORTMANS CLUB OF TACOMA

WHEREAS, Chapter 36.70B authorizes local governments to enter into development agreements that set forth the “development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement”; and

WHEREAS, the City desires to enter into a development agreement with the Swiss Sportmans Club of Tacoma, the owners of real property at 21514 SR 410, Bonney Lake, WA; and

WHEREAS, RCW 36.70B.200 requires development agreements to be approved by ordinance or resolution after a public hearing; and

WHEREAS, a public hearing was held on October 26, 2010;

NOW THEREFORE, the City Council of the City of Bonney Lake, Washington, does hereby authorize the mayor to sign a Development Agreement with the Swiss Sportmans Club of Tacoma, for the development of a restroom/shower facility with an attached covered patio area.

**PASSED** by the City Council this      day of              2010.

\_\_\_\_\_  
Neil Johnson, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Harwood Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James Dionne, City Attorney

## **DEVELOPMENT AGREEMENT**

This DEVELOPMENT AGREEMENT (“Agreement”) is made between the City of Bonney Lake, Washington (“City”) and Swiss Sportsmans Club of Tacoma (“Swiss Park”) (hereinafter collectively referred to as “the Parties”), under the authority of RCW 36.70B.170 et seq.

### **RECITALS**

WHEREAS, Swiss Park intends to construct an approximately 960 square foot restroom/shower facility with an approximately 860 square foot attached covered patio area; and

WHEREAS, the Swiss Park project is located in the Public Facilities (PF) zone, which does not allow commercial structures; and

WHEREAS, the Bonney Lake Municipal Code exempts in excess of 250 feet from a sewer main from connecting to sewer, unless the development is a commercial structure, residential subdivision, or multi-family residential structure; and

WHEREAS, the Swiss Park property is in excess of 250 feet of a public sewer line; and

WHEREAS, the City Public Works Standards require frontage improvements for commercial and residential development; and

WHEREAS, a restroom/shower facility in a private, non-profit recreational facility is neither a commercial nor a residential use, but is properly considered a public facilities use; and

WHEREAS, under RCW 36.70B.170, cities are authorized to enter into development agreements for real property in order to “set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement.”

NOW, THEREFORE, the Parties agree as follows:

The purpose of this Development Agreement is to determine that the proposed restroom/shower facility is a public facilities use, not a commercial, or residential use, and therefore does not require connection to the public sewer system or frontage improvements along 198<sup>th</sup> Avenue East. The Swiss Park must adhere to all City planning and permitting requirements, which are unaffected by this agreement. The following terms shall govern the Development:

- A. This Development Agreement shall be for the construction of an approximately 960 square foot restroom/shower facility with an approximately 860 square foot attached covered patio area. Any future development on-site may require connection to the public sewer system; connection to and extension of City water to the site; and/or

frontage improvements along 198<sup>th</sup> Avenue East including, but not limited to curb, gutter, and sidewalk improvements.

- B. Prior to the issuance of a building permit for this project, Swiss Park will submit to the City a copy of a valid written permit from the Pierce County Health Department for an on-site septic system designed and approved to accommodate this use.
- C. Per RCW 36.70B.170 (4), the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.
- D. Per RCW 36.70B.190, the City shall record this Agreement with the Pierce County Auditor, and this Agreement shall bind the Parties' heirs, successors, and assigns for the duration of the Agreement.
- E. This Agreement shall be in effect from the date of its ratification by resolution after a public hearing by the Bonney Lake City Council per RCW 36.70B.200 for a period of ten years. Provided, however, that Swiss Park shall complete construction of the shower/restroom facilities within eighteen months or the Agreement shall be null and void.

**Landowners & Developers**

By: \_\_\_\_\_  
Dave Henline, Treasurer  
Swiss Sportsman's Club of Tacoma  
Authorized Representative

**City of Bonney Lake**

By: \_\_\_\_\_  
Neil Johnson, Jr., Mayor

**COUNCIL WORKSHOP**

**October 5, 2010  
5:30 p.m.**

**MINUTES**



*“Where Dreams Can Soar”*

*The City of Bonney Lake’s Mission is to protect the community’s livable identity and scenic beauty through responsible growth planning and by providing accountable, accessible and efficient local government services.*

*Website: www.ci.bonney-lake.wa.us*

Audio Time Stamp ↓

**Location:** City Hall Council Chambers, 19306 Bonney Lake Blvd, Bonney Lake.

**I. Call to Order:** Deputy Mayor Dan Swatman called the Workshop to order at 5:31 p.m.

**II. Roll Call:** [A1.3]

Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Deputy Mayor Dan Swatman, elected officials attending were Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember James Rackley. Mayor Neil Johnson, Jr was absent.

[Staff members in attendance were City Administrator Don Morrison, Assistant Public Works Director Charlie Simpson, Police Chief Mike Mitchell, Community Development Director John Vodopich, Community Services Director Gary Leaf, Administrative Services Director/City Clerk Harwood Edvalson, City Attorney Jim Dionne and Administrative Specialist Shawn Campbell.]

**III. Agenda Items:**

5:32:12

**A. Council Open Discussion:**

Interim Justice Center: Councilmember Rackley asked when the first Council Meeting would be held in the new building. Director Vodopich stated the building shell would be complete by the end of October 2010. The tenant improvements are still in the architect phase, and are scheduled to go out to bid in late October. The building is expected to be ready for occupancy by spring 2011.

Cascadia: Councilmember Hamilton said there were no bidders for the development at the public auction for Cascadia and Home Street Bank now owns the entire property. He said he was concerned that if Cascadia did not develop as planned that it could be sold in smaller pieces and not become the employment based planned community that was promised when the property was purchased from Weyerhaeuser. Councilmember Hamilton shared a section of an article that said Home Street Bank hopes to continue with the current plan for Cascadia. He said it is important that the City convey their desire to have the property developed as planned.

East Pierce Fire & Rescue Open House: Councilmember Carter attended the open house over the weekend. She said the event was well attended and that East Pierce Fire and Rescue had several new exhibits. One exhibit was a trailer by the Home Fire Sprinkler Coalition that displayed how the sprinkler systems work, what the piping and sprinkler head looks like, and sprinkler systems for homes on wells. They had a demonstration of how a fire sprinkler system works with a small paper fire. Councilmember Rackley asked if Councilmember Carter had spoken with the Fire Department regarding the Council’s decision to require fire

sprinklers in residential homes. Councilmember Carter said the fire department is supportive and appreciative of the new ordinance.

Lakeridge Middle School: Councilmember Lewis informed the Council that the ribbon cutting ceremony for the new school is at 4:30pm on Wednesday, October 13, 2010 and that the dedication is at 6:00pm. Activities are scheduled for the entire time and that people could come at any point during the event.

5:39:19

- B. **Review of Council Minutes:** September 19, 2010 Council Workshop; and September 26, 2010 Council Meeting.

The minutes were forwarded to the October 12, 2010 Meeting for action.

5:40:25

- C. **Discussion:** AB10-149 – Ordinance D10-149 - Updates to Downtown Zoning.

Director Vodopich said the ordinance has been revised with changes requested by both the Council and the City Attorney. Deputy Mayor Swatman said he is pleased with how the ordinance now reads. His desire is to stay out of the way of development and to be able to control undesirable effects. City Administrator Morrison clarified that the changes did not remove any of the Planning Commission's recommendations. The changes only clarified and added to the legislative intent. Deputy Mayor Swatman asked if the ordinance needed to be sent back to the Planning Commission. City Attorney Dionne said that the Council needs public input on the ordinance before voting, which is covered by the public comment time during the Council Meeting.

Councilmember Carter said she has met with residents in the downtown area. One of their complaints is the road noise from the area. Councilmember Carter suggested requiring all residences to have air-conditioning to reduce the road noise and make living in the area more enjoyable. Councilmember Rackley said trees and shrubs could reduce a lot of the noise. Councilmember Lewis stated without some kind of buffer or air-conditioning the residences in this area will always have road noise. Council consensus was to forward the proposed ordinance to the October 12, 2010 Meeting for action.

5:48:09

- D. **Discussion:** AB10-153 – Ordinance D10-153– Development Agreement for Bonney Lake Retail Center.

City Administrator Morrison explained that the proposed development agreement only relates to parking between the business and Hwy 410. Councilmember Carter voiced concerns about the placement of the driveway and loading dock in the proposed design. Director Vodopich explained that the example provided in the council packet is not the final submission from the developer. The developer will still be required to follow all the building and design requirements for this area. This agreement is only allowing the variance for the two rows of parking along Hwy 410. Councilmember Lewis suggested adding language clarifying that the attachment is for illustration purposes only. City Attorney Dionne stated language could be added to clarify that the agreement is only accepting a variance for the two rows of parking along Hwy 410 and that the exhibit is for illustrational purposes only. Council consensus was to forward the proposed ordinance with this additional language to the October 12, 2010 Meeting for action.

IV. Executive Session: None

6:05:32

V. **Adjournment:**

**At 6:05 p.m. Councilmember Rackley moved to adjourn the Workshop. Councilmember Lewis seconded the motion.**

**Motion approved 7 – 0.**

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Harwood T. Edvalson, CMC  
City Clerk

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Neil Johnson, Jr.  
Mayor

Items submitted to Council at the October 5, 2010 Workshop: None



**CITY COUNCIL MEETING**

**October 12, 2010  
7:00 P.M.**

**MINUTES**



*"Where Dreams Can Soar"*

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Audio Time  
Stamp ↓

**Location:** City Hall Council Chambers, 19306 Bonney Lake Blvd., Bonney Lake.

**I. CALL TO ORDER** – Mayor Neil Johnson, Jr. called the meeting to order at 7:00 p.m.

A. Flag Salute: Mayor Johnson led the audience in the Pledge of Allegiance.

B. Roll Call:

Administrative Services Director/City Clerk Harwood Edvalson called the roll. In addition to Mayor Johnson, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Laurie Carter, Councilmember Dan Decker, Councilmember Mark Hamilton, Councilmember Donn Lewis, Councilmember Randy McKibbin and Councilmember Jim Rackley.

[Staff members in attendance were City Administrator Don Morrison, Public Works Director Dan Grigsby, Community Development Director John Vodopich, Chief Financial Officer Al Juarez, Police Chief Mike Mitchell, Community Services Director Gary Leaf, Administrative Services Director / City Clerk Harwood Edvalson.]

C. Announcements, Appointments and Presentations:

1. Announcements: None.

2. Appointments: None.

3. Presentations:

- a. **Proclamation:** October 2010 – Domestic Violence Awareness Month. Mayor Johnson read the proclamation. Accepting was Joe O'Neil, Executive Director of Exodus Housing. Mr. O'Neil explained that Exodus Housing works with victims and families of domestic abuse to find transitional housing and provide counseling. In response to questions from the Mayor and Councilmembers, Mr. O'Neil explained that Exodus receives grants from United Way of both King and Pierce Counties, that the agency has taken in families from as far away as Georgia and Chicago, and they support both male and female victims of domestic abuse.

D. Agenda Modifications: None.

7:10:15

**II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:**

A. Public Hearings: None.

B. Citizen Comments:

Chief Jerry Thorson, East Pierce Fire and Rescue, said he wanted to update the Council on recent activities in the District. He said the recent Open House was very successful with about 4,000 attendees passing through the facilities in 3 hours. He thanked Police Chief Mitchell and City staff for their support of the event. Chief Thorson said the District continues to work with Milton on a contract for services. He anticipates the agreement being signed next week. Chief Thorson also reported the District is impacted by the reduction of property valuations and reduced property taxes. He said the District will see a 17% reduction in revenues by the end of next year. He said they have deferred the purchase of new equipment and reduced overtime, but have not had to lay off any employees. Responding to Council questions, he said most fire districts are feeling impacts similarly to East Pierce Fire and Rescue. He said there is little expectation the State will be able to step in and provide assistance with the reduced revenues.

- C. Correspondence: None.

7:15:20

### III. COUNCIL COMMITTEE REPORTS:

- A. Finance Committee: Deputy Mayor Swatman said the committee met at 5:30 p.m. earlier in the evening and discussed several action items, i.e., acceptance of the stormwater grant on this evening's agenda, moving forward a lease renewal agreement for the Lion's 4 Kids House and an agreement for public defender services.
- B. Community Development Committee: Councilmember Rackley said the committee has not met since their last report.
- C. Public Safety Committee: Councilmember Hamilton said the committee met on October 4<sup>th</sup> in the Public Safety Building. He said that most of the discussion related to an update of the nuisance code and code enforcement efforts. He said the Committee has forwarded for Council consideration ordinances dealing with the use of helmets in the City, animal control, and a revised noise ordinance for Lake Tapps. He asked the Council to consider discussion of the proposed revisions to the nuisance ordinance at a future workshop.
- D. Other Reports:
- Pierce Transit Board: Mayor Johnson said the Pierce Transit System will add two routes, hiring 37 additional employees. He said Pierce County was the major force behind this addition. He reminded Council a representative of Pierce Transit will be at the Council Workshop next week.
- Sumner UGA and Annexation: Mayor Johnson said a letter was transmitted to Sumner in response to their draft environmental impact statement. He said the letter is geared toward protecting Bonney Lake's interests in development of the Downtown and Eastown areas of Bonney Lake.

Cascade Water Alliance: Mayor Johnson reported he will be the representative of the cities of Auburn, Sumner and Bonney Lake on the Cascade Water Alliance Board for the coming year.

Pierce County Flood Control District: City Administrator Morrison reported on the Boundary Review Hearing Board meeting regarding the challenge to the formation of the Pierce County Flood Control District. He said the cities' representatives made some good points to dispute the formation of the district at this time without advance consideration of projects, benefit areas and variable assessments. He said the Board had announced their intention to hold deliberations behind closed doors, but the involved cities have asked the Board to hold deliberations in open session. A Board decision regarding an open session was not made at the hearing.

7:26:00

#### IV. CONSENT AGENDA:

- A. **Approval of Minutes:** September 21, 2010 Council Workshop, and September 28, 2010 Council Meeting.
- B. **Accounts Payable Checks/Vouchers:** Accounts Payable Checks/Vouchers #59130 thru 59180 in the amount of \$69,656.58; Accounts Payable checks/vouchers #59181 for a hydrant meter deposit refund in the amount of \$500.00; Accounts Payable checks/vouchers #59182 for a utility refund in the amount of \$617.78; Accounts Payable checks/vouchers #59183 thru 59243 in the amount of \$118,059.80; Accounts Payable checks/vouchers #59244 thru 59274 for utility refunds in the amount of \$2,766.03.
- C. **Approval of Payroll:** Payroll for September 16-30, 2010 for checks 29335-29367 including Direct Deposits and Electronic Transfers in the amount of \$621,759.70.
- D. ~~**AB10-149—Ordinance D10-149—An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Bonney Lake Municipal Code Chapter 18.04, 18.36 And 18.37 To Clarify Uses Allowed In The Downtown Core And Downtown Mixed Zones.**~~ (Moved as Item B, Section VIII, Full Council Issues.)
- E. **AB10-166 - A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, Setting a Public Hearing at 7:00 p.m., or as soon thereafter as possible, During the Regular Council Meeting of October 26, 2010, for the Swiss Park Development Agreement.**

Deputy Mayor Swatman asked that Item D be placed as Item B under Full Council Issues to allow those who signed up to address this issue an opportunity to speak.

**Councilmember Decker moved to approve the amended Consent Agenda.  
Councilmember Lewis seconded the motion.**

**Consent Agenda approved 7 – 0.**

7:27:10

#### V. FINANCE COMMITTEE ISSUES:

- A. **AB10-157 - Resolution 2074** - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, authorizing the city to accept a \$114,118 FY2011 Stormwater Capacity Grant from the Washington State Department of Ecology.

**Councilmember Decker moved to approve Resolution 2074. Councilmember Lewis seconded the motion.**

**Resolution 2074 approved 7 – 0.**

**VI. COMMUNITY DEVELOPMENT COMMITTEE ISSUES:** *None.*

**VII. PUBLIC SAFETY COMMITTEE ISSUES:** *None.*

7:27:20

**VIII. FULL COUNCIL ISSUES:**

- A. **AB10-153 - Resolution 2071** - A Resolution of the City of Bonney Lake, Pierce County, Washington, authorizing the Mayor to sign a Development Agreement with MCA Investments, LLC, Bonlak Investors, LLC, and Bonney Lake Capitol Investors, LLC, for the Bonney Lake Retail Center.

**Councilmember Decker moved to approve Resolution 2071. Councilmember Lewis seconded the motion.**

**Resolution 2071 approved 6 – 1.  
Councilmember Carter voted no.**

- B. **AB10-149 – Ordinance 1364** (Ordinance D10-149) – An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Bonney Lake Municipal Code Chapter 18.04, 18.36 And 18.37 To Clarify Uses Allowed In The Downtown Core And Downtown Mixed Zones.

Mayor Johnson asked those individuals who had signed up to address this issue to come forward. No one wished to comment on this item.

**Councilmember Decker moved to approve Ordinance 1364. Councilmember Lewis seconded the motion.**

**Ordinance 1364 approved 7 – 0.**

**IX. EXECUTIVE SESSION:** *None.*

7:29:24

**X. ADJOURNMENT:**

**At 7:29 p.m., Councilmember Lewis moved to adjourn the meeting. Councilmember Rackley seconded the motion.**

**Motion approved 7 – 0.**

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Harwood Edvalson, CMC  
City Clerk

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Neil Johnson  
Mayor

Items presented to Council at the October 12, 2010 Meeting: None.





**RESOLUTION NO. 2077**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO AWARD A  
CONTRACT FOR PUBLIC DEFENDER SERVICES TO THE LAW OFFICES OF  
MATTHEW J. RUSNAK.

The City Council of the City of Bonney Lake, Washington, does hereby authorize  
the mayor to award a contract with the Law Offices of Matthew J. Rusnak for public  
defender services.

**PASSED** by the City Council this 26th day of October, 2010.

\_\_\_\_\_  
Neil Johnson, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Harwood Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James Dionne, City Attorney

Criteria	Estimated Annual Volume	Geiersbach & Kraft, P.S.C. (Bonney Lake, WA)	Extended Cost	Law Offices of Matthew J Rusnak (Auburn, WA)	Extended Cost	Estimated Annual Savings/ (Increase)
Services included in base price	N/A	Pre-trial representation, court appearances, motions.	N/A	Arraignment calendars, bail hearing, pretrial calendars, motions, reviews, in-custody calendars and hearings, readiness calendars, bench trials, jury trials and appeals	N/A	N/A
Price per case	350	\$ 250.00	\$ 87,500.00	\$ 100.00	\$ 35,000.00	\$ 52,500.00
Trial fee	2	\$ 250.00	\$ 500.00		\$ -	\$ 500.00
RALJ appeal fee	1	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ -
Arraignment calendar (Wed) or added court calendar fee (Tues pm, Thurs, Fri).	52	\$ -	\$ -			\$ -
In-custody calendar fee	104	\$ 175.00	\$ 18,200.00			\$ 18,200.00
Review Calendar Fee	26	\$ 175.00	\$ 4,550.00			\$ 4,550.00
<b>TOTALS</b>			\$ 111,150.00		\$ 35,400.00	\$ <b>75,750.00</b>

**Brian Hartsell:**  
Price drops to \$75 per case for each case in excess of 150 cases in a calendar month.

N/A

**Brian Hartsell:**  
This is would be an expense to CBL beginning FY11. CBL not previously charged a Review Calendar Fee.

**Brian Hartsell:**  
This is would be an expense to CBL beginning FY11. CBL not previously charged a Review Calendar Fee.

**Data**

# defendants assigned in 2009 519  
# defendants assigned in 2010 thru 15 Sep 2010 248  
Estimated # defendants for 2010 350

**Notes**

- Annual savings of \$75,750 compares proposed Geiersbach costs with proposed Rusnak costs. Since Geiersbach did not previously charge CBL for Review Calendar, future cost savings when compared to previous Geiersbach costs would be at \$71,200.

**PUBLIC DEFENSE  
PROFESSIONAL SERVICES AGREEMENT**

THIS PERSONAL SERVICES AGREEMENT (“Agreement”) is made and entered into the 1<sup>st</sup> day of December, 2010, by and between the City of Bonney Lake (“City”) and the Law Offices of Matthew J. Rusnak (“Public Defender”).

The parties hereby agree as follows:

- 1.0 Scope of Work.** The Public Defender shall perform all work and provide all materials described in the Scope of Work. Additionally, the Scope of Services Proposal submitted by the Law of Offices of Matthew J. Rusnak is attached as Exhibit A and incorporated into this Agreement by reference. In the event of a conflict in terms, this Agreement shall govern. Such work shall be performed using equipment and staff provided by the Public Defender, and shall be performed in accordance with all applicable federal, state and local laws, ordinances and regulations. The Public Defender shall exercise reasonable care and judgment in the performance of work pursuant to this Agreement. The Public Defender 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.
- 1.0.1 General.** Pursuant to Chapter 10.101 of the RCW, all indigent criminal defendants, determined to be eligible under Section 1.0.6 below and charged under ordinances of the City who qualify for appointed counsel, will be referred to the Public Defender. The Public Defender will provide legal representation for each of these defendants as described in this Scope of Work and in the Scope of Services found in Exhibit A.
- 1.0.2 Service Standards.** The Public Defender will attempt to initiate contact with assigned clients within 24 hours of assignment. The Public Defender will provide their clients with contact information for availability during office hours. The Public Defender will also return client phone calls or other attempts to contact the Public Defender within 48 hours, excluding weekends. The Public Defender must commit to reviewing each case before the defendant’s first appearance in court post-arraignment, and discuss the case with each defendant prior to the first court appearance post-arraignment. Any violation of the Rules of Professional Conduct, as determined by the Washington State Bar Association, will be considered cause for removal of a specific defense attorney from appearance in the Bonney Lake court and/or contract termination, at the sole discretion of the City.
- 1.0.3 Readiness.** The Public Defender will be expected to be prepared to proceed at every stage of the criminal proceedings, unless restricted by circumstances outside of the Public Defender’s control. The Public Defenders will be expected to make every effort to come to scheduled court hearings and calendars prepared to proceed on all assigned cases. Throughout the term of the contract, the Public Defender must provide sufficient representation to meet the Court’s criminal calendar and to staff possible appearances at Superior Court or the Washington Appellate Courts. The City of Bonney Lake and Bonney Lake Municipal Court will assume punctuality and preparedness to be a part of providing sufficient readiness levels.
- 1.0.4 Reporting.** The Public Defender shall file quarterly reports with the City delineating each client who has been appointed to the Public Defender, including the name(s),

charge(s), cause number(s), disposition, bench or jury trial, and whether an appeal was filed. The report is due on or before the tenth (10<sup>th</sup>) day of the following month for services of the prior quarter. The Public Defender will also participate in periodic performance reviews with selected City representatives. The Public Defender will be held responsible for correcting any performance shortfalls according to the performance standards set forth in the contract.

- 1.0.5 *Associated Counsel.*** Any counsel associated with or employed by the Public Defender shall have the authority to perform the services called for herein, and the Public Defender may employ associated counsel to assist at the Public Defender's expense. The Public Defender and all associated counsel hired pursuant to this section shall be admitted to practice pursuant to the rules of the Supreme Court of the State of Washington. The parties understand that the Public Defender pursuant to Section N below may subcontract for bail hearings at the Buckley City Jail, Pierce County Jail, or alternative jails. Sufficient counsel shall be provided to represent defendants during vacation, illnesses, and settings in more than one courtroom. No legal interns shall be used unless agreed to in advance by the City.
- 1.0.6 *Screening.*** Determination of indigency for eligibility for appointed counsel for this contract will be determined by a screening process established by the City pursuant to RCW 10.101. Should the Public Defender determine a defendant is not eligible for assigned counsel, the Public Defender will so inform the court and move to withdraw from the case.
- 1.0.7 *Attorney Conflict.*** When the Public Defender determines they have been appointed to represent a defendant whom they cannot represent because of a conflict of interest; who is currently facing charges and could subsequently become a witness for the City on a separate charge; or due to other professional rules of conduct resulting in ineligibility; the Public Defender must notify the court and request withdrawal from the assignment. The defendant shall then be referred to the court for reassignment to an attorney contracting with the City to provide Public Defender Services in conflict situations at no cost to the Public Defender. Such attorney will be compensated according to his or her agreement with the City. No payment will be made to the Public Defender for work they performed on cases subsequently identified as conflicts. If a conflict is created or a conflict attorney is appointed by the Court due to the conduct of the Public Defender or designee, then the Public Defender may be billed for the cost of the conflict attorney appointed.
- 1.0.8 *Expert Services Fees.*** The City shall reimburse the Public Defender for reasonable expert witness fees if the court orders an expert witness upon motion of the Public Defender.
- 1.0.9 *Discovery Provided.*** The City shall provide to the Public Defender at no cost to the Public Defender or the defendant one (1) copy of all discoverable materials concerning each assigned case with the exception of audio and video recordings which shall be made available for inspection in accordance with rules for discovery.
- 1.0.10 *Code Provided.*** The City shall provide the Public Defender with a copy of the City of Bonney Lake Criminal Code and any amendments thereto adopted during the term of this Contract.

- 2.0 Ownership of Work Product.** Documents, presentations and any other work product produced by the Public defender 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 Public Defender; and *provided*, that this section shall not apply to privileged and/or confidential materials received or prepared in the representation of an individual defendant.
- 3.0 Payment/Pricing.** The Public defender shall be paid by the City for services rendered under this Agreement pursuant to the rates and charges set out in the Public Defender's submitted proposal in Section 8 of Exhibit A.
- 3.0.1 General Payment Terms.** The City shall pay billings submitted by the Public Defender within thirty (30) days of receipt of such billings. 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 itemize the name and case number(s) of each defendant represented, calendars, times and dates during which the work was performed and the compensation shall be figured using the rates set out in Section 8 of Exhibit A. Any adjustment in pricing will require written amendment to this Agreement, agreed to and signed by both parties.
- 3.0.2 Final Payment.** Acceptance of final payment by the Public Defender shall constitute a release of all claims, related to payment under this Agreement, which the Public Defender may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Public Defender prior to acceptance of final payment. Final payment shall not, however, be a bar to any claims that the City may have against the Public Defender or to any remedies the City may pursue with respect to such claims.
- 3.0.3 Records Retention.** The Public Defender and any sub-contractors 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 Public Defender receives final payment.
- 4.0 Changes in Work.** The Public Defender 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.
- 5.0 Extra Work.** The City may desire to have the Public Defender 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 Public Defender prior to resolution of any such dispute shall waive any claim by the Public Defender for compensation as Extra Work.

- 6.0 Employment.** Any and all employees of Public Defender, while engaged in the performance of any work or services required by the Public Defender under this Agreement, shall be considered employees of the Public Defender only and not of the City, and any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees, while so engaged; any and all taxes arising out of Public Defender's or Public Defender'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 Public Defender's employees, while so engaged, shall be the sole obligation and responsibility of the Public Defender. The Public Defender's relation to the City shall at all times be as an independent contractor.
- 7.0 Nondiscrimination and Legal Compliance.** Public Defender 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 Public Defender 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 Public Defender shall include a provision substantially the same as this section in any and all contracts with subcontractors performing work required of the Public Defender under this contract. The Public Defender 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 Public Defender failing to comply with any provisions of the Immigration Reform and Control Act of 1986. Public Defender understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that Public Defender 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.
- 8.0 Contract Term.** This Contract shall be in effect for a period of twenty-four (24) months, beginning on the date of execution. The Parties may mutually agree to extend the contract for additional one-year terms.
- 9.0 Termination by City.** The City may terminate this Agreement at any time upon not less than thirty (30) days written notice to the Public Defender, subject to the City's obligation to pay the Public Defender in accordance with subsections 9.0.1, 9.0.2, and 9.0.3 below.

- 9.0.1** In the event this Agreement is terminated by the City other than for fault on the part of the Public Defender, a final payment shall be made to the Public Defender for actual cost of work completed at the time of termination of the Agreement. In addition, the Public Defender 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 thirty (30) days following receipt by the Public Defender of the termination notice. If the accumulated payment(s) made to the Public Defender 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 Public Defender shall immediately reimburse the City for any excess paid.
- 9.0.2** In the event the services of the Public Defender are terminated by the City for fault on the part of the Public Defender, subsection 9.0.1 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 Public Defender 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.
- 9.0.3** In the event this Agreement is terminated, the original copies of all work products prepared by the Public Defender 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 Public Defender; and *provided*, that this section shall not apply to confidential materials received or prepared in the representation of an individual defendant.

- 10.0 Termination by Contractor.** Public Defender may terminate this Agreement with 60 days notice to the City.
- 11.0 Applicable Law; Venue; Attorney Fees.** 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. The prevailing party in any action seeking enforcement of this Agreement shall be entitled to an award of reasonable attorney's fees and costs.
- 12.0 Indemnification / Hold Harmless.** Public Defender shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Public Defender in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

**12.0.1 Insurance.** The Public Defender 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 Public Defender, its agents, representatives, or employees.

**12.0.2 Minimum Scope of Insurance.** Public Defender shall obtain insurance of the types described below:

12.0.2.1 **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 Public Defender's Commercial General Liability insurance policy with respect to the work performed for the City.

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

12.0.2.3 **Professional Liability.**

**12.0.3 Minimum Amounts of Insurance.** Public Defender shall maintain the following insurance limits:

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

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

**12.0.4 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Professional Liability and Commercial General Liability insurance:

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

12.0.4.2 The Public Defender'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.

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

**12.0.6 Verification of Coverage.** Public Defender 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 Public Defender before commencement of the work.

- 13.0 Subletting or Assigning.** The Public Defender shall not sublet or assign any of the work covered by this Agreement without the express written consent of the City.
- 14.0 Entire Agreement.** This Agreement and associated exhibits represent the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of the Agreement shall be binding on any party unless executed in writing by authorized representatives of each party. The agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the parties.
- 15.0 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.
- 16.0 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.
- 17.0 Execution and Acceptance.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original having identical legal effect. The Public Defender hereby ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Public Defender, 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

PUBLIC DEFENDER CONTRACTOR

By: \_\_\_\_\_  
Neil Johnson, Jr., Mayor  
City of Bonney Lake

By: \_\_\_\_\_  
Matthew J. Rusnak  
Law Offices of Matthew J. Rusnak

**Attachment:**  
Exhibit A—Scope of Services

# Exhibit "A"

## BID PROPOSAL FOR CITY OF BONNEY LAKE PUBLIC DEFENSE CONTRACT

Submitted by:

Matthew J. Rusnak, Law Offices of Matthew J. Rusnak  
119 M Street NE, Auburn, WA 98002  
(253) 939-3464 Fax: (253) 939-3575  
mjrusnak@msn.com

### **1. Brief Firm History and Background.**

The firm was established in 1999. Originally located in Tacoma, WA as a solo practice, the organization evolved from a family law and civil litigation practice into an exclusively criminal law defense practice with several attorneys and office staff. This transformation began in 2000 when Mr. Rusnak began working as a contract attorney approximately 25 hours per week for Tuttle McCrumb, the public defense firm at that time in Auburn Municipal Court. Over time Mr. Rusnak worked as conflict public defense counsel and as the full-time public defender in numerous municipal courts in King and Pierce Counties, as well as conflict counsel for Pierce County Department of Assigned Counsel at both the misdemeanor and felony levels. Presently 98.5% of the firm's caseload is public defense cases with the remainder being private criminal defense cases.

### **Individuals providing public defense and their areas of responsibility.**

#### Matthew J. Rusnak- Responsibilities

**Primary contact and lead attorney.** Oversees all aspects of public defender contract (hereinafter "contract"). Supervises one full-time attorney and two to three part-time attorneys. Manages caseload and provides direct legal representation to qualified public defender clients in Bonney Lake Municipal Court and at appellate levels per RFP specifications. Have regular communications with Court Administration and Human Resources Department to ensure efficient case management and maintain a cohesive working relationship with court staff, City Attorney's Office, Human Resources Department, Judges, detention facility staff, Probation Department and Police Department.

#### Full-time Attorney- Responsibilities

Works directly with Mr. Rusnak. Provides direct legal representation to qualified public defender clients at all hearings and trials in Bonney Lake Municipal Court and at appellate levels. This attorney appears at most calendars, and the scope of his/her duties will be exclusively dedicated to Bonney Lake Municipal Court indigent defense cases.

#### Part-time Attorneys- Responsibilities (2-3)

Provide direct legal representation to qualified public defender clients at all hearings in Bonney Lake Municipal Court as employees of the firm or possibly on a contract basis. The number of man-hours allocated for this position will vary with caseload and will

increase commensurate with the caseload. The public defender's office may have additional attorneys working on pretrial calendars to accommodate the caseload. Part-time attorneys will also cover vacations and unavailability of Mr. Rusnak or the other attorneys as well as any excess caseload. The firm reserves the right to retain additional attorneys as staffing needs dictate.

Office Manager- Responsibilities

Oversees all aspects law office operations, including administrative duties, employee training and implementation of office policies and procedures.

Full-time Paralegal/Receptionist- Responsibilities

The paralegal/receptionist manages the filing and calendaring system designed to accommodate the specific needs of the contract. This individual is responsible for all file management and scheduling, including, but not limited to generating routine documents, following up on specific tasks for individual cases, and ensuring that discovery is timely exchanged between the parties. This individual also keeps track of monthly case count, including conflicts and dispositions, and reports them to the Bonney Lake City Human Resources Department. This individual also acts as a receptionist/secretary.

Part-time Clerical- Responsibilities

Assists with clerical/office duties on a part-time basis as needs dictate.

**2. Specific experience of individuals relative to the proposal.**

**Overview:**

The firm will provide full-time public defense services to the City of Bonney Lake in a professional, zealous defense manner for its clients while being mindful of the city's finite resources. In these financially uncertain times, city resources are an even greater concern. To that end Mr. Rusnak has assembled a confluence of experienced criminal defense attorneys and newer, but not inexperienced attorneys to deliver first rate public defense at a reasonable cost to the city and the clients his firm serves. Attorneys employed on a contract basis will carry professional liability insurance policy limits no less than \$2,000,000.00 or will be covered by the firm's liability insurance at that level of coverage. Other requisite insurance will be obtained upon being awarded the contract.

Matthew J. Rusnak WSBA#28671

Mr. Rusnak has practiced criminal defense at the misdemeanor and felony levels as a public defender and privately for ten years.

Mr. Rusnak's Public Defender experience in the following courts:

Public Defender- Auburn Municipal Court 1/1/06-present, Orting Municipal Court 1/1/10-present; Contract Attorney- Tuttle McCrumb, Auburn Municipal Court; Conflict Counsel- Auburn Municipal Court, Renton Municipal Court, Kent Municipal Court, Lakewood Municipal Court, Orting Municipal Court, Des Moines Municipal Court, Pierce County Department of Assigned Counsel- Conflict Counsel Panel (misdemeanors)

and felonies) and Public Defender in Black Diamond Municipal Court. Mr. Rusnak has extensive experience in all aspects of misdemeanor public defense including RALJ appeals and case management.

You are encouraged to contact any representative(s) of the above mentioned courts to inquire as to the quality of client representation and/or compliance with their contractual requirements. There has never been any termination or corrective action taken under any of these contracts.

Mr. Rusnak has been performing public defense work since 2000. He is very familiar with municipal court policies and procedures, and staff as well as jail and probation staff and the City Attorney's Office. Because of Mr. Rusnak's four three years experience as the full-time Auburn Municipal Court public defender, he has a wealth of knowledge as to the duties and routine of a full-time municipal court public defender, and has demonstrated a keen awareness of the importance of the efficient use of city resources, case management and working cohesively with individuals and entities associated with municipal courts. Mr. Rusnak is also licensed to practice in federal court.

Donna Johnston WSBA#23630 - Full-time Attorney

Ms. Johnston has nearly twenty-five years misdemeanor and felony criminal law experience as both a prosecutor and defense attorney. She has worked as a contract attorney for Mr. Rusnak in Auburn Municipal Court during the past five years and is a valuable asset to the firm. Ms. Johnston is licensed to practice law in three states, including Washington and federal court. She has worked as a public defender for over ten years, including in federal court.

Mark Schnurle WSBA#17802 - Part-time Attorney

Mr. Schnurle has approximately fifteen years misdemeanor criminal defense experience. He has worked in Auburn Municipal Court for Mr. Rusnak in the past. He is an experienced and valued member of our legal team. Mr. Schnurle is also conversant in Spanish.

Jessica Schmidt WSBA#38384 - Part-time Attorney

Ms. Schmidt has criminal defense experience. She possesses the ability to step in and handle a court calendar without supervision and will also appear for trials.

Jared Brickey WSBA#40443 - Part-time Attorney

Mr. Brickey is a new member of our team. He has represented public defense clients in both Auburn and Orting Municipal Courts.

Cynthia Rigby- Office Manager

Ms. Rigby has been working as a paralegal/secretary in Mr. Rusnak's office since June, 2008, and possesses a certificate in paralegal studies. She has recently been promoted to office manager.

Deanna Shoemaker- Paralegal

Ms. Shoemaker has been working as a paralegal/secretary in Mr. Rusnak's office since January, 2009. She possesses a certificate in paralegal studies

Jill Alba- Part-time Clerical

Ms. Alba assists on a part-time basis with routine office tasks.

2. All attorneys shall comply with WSBA Standards for Indigent Defense Services as published on 9/20/07 or any subsequent revisions, including caseload, diligence, continuing legal education, training and supervision.

Washington State Bar Discipline:

Two occurrences regarding Mr. Rusnak. One in 2001 which was the result of failing to calendar and subsequently appear at a court hearing. The other was in 2004 for failing to mail a requested copy of a judgment and sentence to a defendant. At the times of both these incidents Mr. Rusnak was a solo practitioner with no clerical or administrative staff helping him. Those staffing conditions no longer exist and have not existed for years. Both these incidents occurred as a result of Mr. Rusnak's not having a support staff to handle routine clerical tasks. Neither incident arose out of a lack of legal abilities or ethical/moral/character issues or a lack of professional integrity. Both incidents occurred well before Mr. Rusnak assumed the public defender contracts he presently holds. Mr. Rusnak welcomes the opportunity to explain these occurrences in greater detail to the reviewing panel.

**3. Attorney Resumes- Attached**

**4. Scope of Services/Workload Responsibilities.**

a. The public defender's office will represent qualified defendants at the arraignment calendars, bail hearings, pretrial calendars, motions, reviews (including mental health calendars), in-custody calendars and hearings, readiness calendars, bench trials, jury trials and appeals. Public defenders may appear as needs dictate at correctional facilities other than the Bonney Lake Detention Center in person or telephonically. This task includes client consultations, negotiations, witness interviews, drafting briefs, motions and jury instructions and trial/appeal preparations. At the discretion of the City Human Resources Department, the public defender may have monthly meetings with the City Human Resources Department to address issues relevant to the execution of the contract.

Attorney hours planned per month: 440.0

b. The paralegal will process all notices of appointment and open a new file for each new appointment. A notice of appearance and discovery request will be timely filed with the court and a copy forwarded to the city prosecutor's office. Subpoenas and other related documents will be generated. If the new appointment is for an existing client, the review cases will track with the new

case. Discovery requests by the city prosecutor's office shall be responded to in a timely fashion.

Paralegal hours planned per month: 168.0-175.0

c. The paralegal shall take and/or return all calls from defendants or their family members. Calls may be referred to an attorney.

Attorney hours planned per month: 2 hours per attorney

Paralegal hours planned per month: 8

d. Discovery that is timely received is reviewed by an attorney before the pretrial conference.

Attorney hours planned per month: 12-15

e. Part-time clerical worker: 10 hours per week.

f. 24-Hour telephone access: The public defender shall provide the Bonney Lake Police Department with a 24-hour contact telephone number to provide newly arrested individuals' access to counsel in DUI cases.

Attorney hours planned: 2

g. Submit monthly/quarterly case count and case disposition reports to the city per requirements of the contract:

Paralegal hours planned per month: 3.5

Client access to attorneys shall be either by telephonic conference, scheduled office appointments or scheduled meetings at court or other predetermined locations. Clients will be provided contact email addresses, telephone and fax numbers. Office hours are M-F 8:30 a.m. – 5:00 p.m. and by appointment, which may be scheduled through the receptionist.

**5. Primary Office Location:**

119 M Street NE  
Auburn, WA 98002

**6. How many attorneys are knowledgeable about indigent defense services?**

The firm's practice is almost exclusively devoted to public defense services in municipal courts. Therefore, all attorneys working at the firm are knowledgeable about indigent defense services.

**7. Approximate average total billable hours per month provided to all contracted municipalities for indigent defense services during the preceding three years:**

670 attorney hours (total hours including non-billable hours is higher).

**8. Compensation.**

**Per case fee:** \$100.00 up to a cap of 150 cases per calendar month.

**Per case fee for each case in excess of 150 cases in a calendar month: \$75.00.**

This fee is inclusive of all tasks and duties outlined above, except as specified below. Please see the attached budget for a detailed explanation of the fee. Fees shall be billed upon appointment.

This applicant firm was not able to access the “form attached” as referenced in Section V, Paragraph A of the RFP.

This fee does not include the following non-routine services and costs:

1. All RALJ Appeals: \$400.00\*
2. Appeals to all appellate courts above the Superior Court level: To be negotiated, but not less than \$1,500.00.\*

\* The cost of transcription will be billed to the city. The public defender will provide a copy of the transcription invoice to the city when billing for this cost. Parking in Seattle and other incidental expenses associated with RALJ appeals shall not be billed to the city.

2. All videotapes, CD's audiotapes, videodiscs, photocopies, color copies of images or other media associated with discovery shall be provided by the city at no cost to the public defender.



**RESOLUTION NO. 2076**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A LEASE AGREEMENT WITH THE BONNEY LAKE LIONS FOUNDATION FOR THE CONTINUED USE OF THE PROPERTY LOCATED AT 18429 89<sup>TH</sup> STREET EAST FOR THE LIONS 4 KIDS HOUSE.**

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the lease agreement attached hereto and incorporated herein by this reference.

**PASSED** by the City Council this 26<sup>h</sup> day of October, 2010.

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Neil Johnson Jr., Mayor

ATTEST:

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Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

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James Dionne, City Attorney

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this \_\_\_\_\_ day of October, 2010, by and between the City of Bonney Lake (hereinafter referred to as "City") and the Bonney Lake Lions Foundation (hereinafter referred to as "Lions").

WHEREAS, City is the fee owner of certain real property being, lying and situated in Pierce County, Washington, such real property having a street address of 18429 89<sup>th</sup> Street East, Bonney Lake, Washington (hereinafter referred to as the "Premises"); and

WHEREAS, Lions operate a volunteer nonprofit "Lions 4 Kids" program to provide clothing and other needed supplies for the benefit of the greater Bonney Lake community, and

WHEREAS, City desires to assist the Lions in this endeavor by leasing the Premises to the Lions upon the terms and conditions as contained herein; and

WHEREAS, the Lions desire to lease the Premises from City on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** City leases to Lions and Lions leases from City the above described Premises together with any and all appurtenances thereto, for a term of twenty-four (24) months, such term beginning on November 1, 2010, and ending at 11:59 p.m. on October 31, 2012. Thereafter, the lease shall be automatically renewed for another one (1) year period unless one party gives to the other a written notice of non-renewal sixty (60) days in advance of the expiration date.
2. **RENT.** The total rent for the term hereof is the sum of one dollar (\$1.00) per year, payable on the first day of each year. All such payments shall be made to City at Bonney Lake City Hall on or before the due date and without demand.
3. **USE OF PREMISES.** The Premises shall be used and occupied by Lions exclusively as a clothing and human services facility, and no part of the Premises shall be used at any time during the term of this Agreement by Lions for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as specified herein. Lions shall not allow any other person to use or occupy the Premises without first obtaining City's written consent to such use. Lions shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
4. **CONDITION OF PREMISES.** Lions stipulates, represents and warrants that Lions has examined the Premises, and that they are at the time of this Lease in working order, and in a safe and usable condition.

5. **ASSIGNMENT AND SUB-LETTING.** Lions shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of City. A consent by City to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of City or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at City's option, terminate this Agreement.
6. **ALTERATIONS AND IMPROVEMENTS.** Lions shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of City. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Lions shall, unless otherwise provided by written agreement between City and Lions, be and become the property of City and remain on the Premises at the expiration or earlier termination of this Agreement.
7. **HAZARDOUS MATERIALS.** Lions shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
8. **UTILITIES.** City shall be responsible for water, sewer, and stormwater utility costs. Lions shall be responsible for arranging for and paying for all other utility services required on the Premises, including power, refuse, and any other utility services.
9. **MAINTENANCE AND REPAIR; RULES.** Lions will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Lions shall:
  - (a) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
  - (b) Not leave windows or doors in an open position during any inclement weather;
  - (c) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Lions shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Lions;
  - (d) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand in the yard or driveway.

- (e) Keep the yard in reasonably neat condition, including keeping the lawn trimmed, major weeds removed, and bushes pruned.
  - (f) Properly use and operate all electrical, gas, heating, plumbing and other fixtures and appliances supplied by the City;
  - (g) Not intentionally or negligently destroy, deface, damage, impair, or remove any part of the structure or dwelling, with the appurtenances thereto, including the facilities, equipment, furniture, furnishings, and appliances, or permit any member of his or her family, invitee, licensee, or any person acting under his or her control to do so. Violations may be prosecuted under chapter 9A.48 RCW if the destruction is intentional and malicious;
  - (h) Not permit any nuisance conditions or junk vehicles to remain on the Property;
  - (i) Not engage in criminal or drug-related activity at the rental premises, or allow a anyone else to engage in drug-related activity at the rental premises with the knowledge or consent of the Lions. "Drug-related activity" means that activity which constitutes a violation of chapter 69.41, 69.50, or 69.52 RCW;
10. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Lions, this Agreement shall terminate from such time.
11. **INSPECTION OF PREMISES.** City and City's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by City for the preservation of the Premises or the building. City and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
12. **NO LIABILITY FOR PERSONAL PROPERTY.** Lions acknowledge that the City does not insure, nor take any responsibility for repairing or replacing, any personal property of the Lions. Lions are advised to obtain renter's insurance if desired.
13. **LIONS' HOLD OVER.** If Lions remains in possession of the Premises with the consent of City after the natural expiration of this Agreement, and a new one-year Agreement is not signed, a new tenancy from month-to-month shall be created between City and Lions which shall be subject to all of the terms and conditions hereof and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.
14. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, subject to paragraph 15 above, Lions shall surrender the Premises in as good a state and condition as

they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

15. **ANIMALS.** Lions shall not keep any animals on the Premises, unless expressly approved in writing by the City.
16. **INDEMNIFICATION.** City shall not be liable for any damage or injury of or to the Lions, Lions' patrons, clients, members, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Lions hereby agrees to indemnify, defend and hold City harmless from any and all claims or assertions of every kind and nature.
17. **DEFAULT.** As authorized under the state of Washington's Residential City-Lions Act of 1973, if City determines that Lions is in default of this Agreement, City shall provide Lions with the appropriate written notice as specified below, and Lions shall have a limited number of days to remedy the default unless otherwise excepted. (a) For the failure to pay rent when due, City shall provide Lions with a written Notice of Noncompliance specifying City's intention to terminate this Agreement if the rent is not paid, and Lions shall have no fewer than thirty (30) days after the notice is delivered to pay the rent in arrears in its entirety. (b) For activities in contravention of this Agreement, City shall provide Lions with a written Notice of Noncompliance specifying the default and City's intent to terminate this Agreement if the violation is not remedied, and Lions shall have no fewer than thirty (30) days after the notice is delivered to remedy the noncompliance. With respect to the foregoing items (a) and (b), if Lions fails to remedy the default within the required timeframe, City may immediately terminate this Agreement, and Lions shall immediately vacate the Premises and shall return the keys and all opening devices to City. However, if Lions' default is of a nature that Lions should not be given an opportunity to remedy the default, including but not limited to engaging in drug-related activity on the Premises as prohibited under RCW 59.18.130(6), activity on the Premises that creates an imminent hazard to the physical safety of other persons on the Premises as defined in RCW 59.18.130(8), or gang-related activity as prohibited under RCW 59.18.130(9), City may deliver a written Notice to Vacate to Lions specifying the default and City's intent to terminate this Agreement. In such event, City may terminate this Agreement, and Lions shall have no fewer than (1) day from the date that the notice is delivered to vacate the premises and to return the keys and all opening devices to City. In addition, if this Agreement is terminated for any reason pursuant to this Paragraph, City may, at City's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to City at law or in equity.
18. **SMOKE DETECTORS AND FIRE SAFETY.** The Premises is equipped with \_\_\_\_\_ smoke detectors. These smoke detectors are in good working order. The Lions shall be responsible for ensuring that all smoke detectors have working batteries at all times, and are at all times maintained according to the manufacturer's instructions. Lions

acknowledges that failing to maintain the smoke detectors may subject him to penalties under RCW 43.44.110.

19. **ABANDONMENT.** If at any time during the term of this Agreement Lions abandons the Premises or any part thereof, City may, at City's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lions for damages or for any payment of any kind whatever. City may, at City's discretion, as agent for Lions, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at City's option, hold Lions liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by City by means of such reletting. If City's right of reentry is exercised following abandonment of the Premises by Lions, then City shall consider any personal property belonging to Lions and left on the Premises to also have been abandoned, in which case City may dispose of all such personal property in any manner City shall deem proper and City is hereby relieved of all liability for doing so.
20. **RIGHTS AND REMEDIES.** The rights and remedies under this lease are cumulative, and either party's using any one right or remedy will not preclude or waive that party's right to use any other. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
21. **RECORDING OF AGREEMENT.** Lions shall not record this Agreement on the Public Records of any public office. In the event that Lions shall record this Agreement, this Agreement shall, at City's option, terminate immediately and City shall be entitled to all rights and remedies that it has at law or in equity.
22. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Washington.
23. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
24. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
25. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the City or Lions.
26. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

27. **NON-WAIVER.** No indulgence, waiver, election or non-election by City under this Agreement shall affect Lions' duties and liabilities hereunder.
28. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
29. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to City to:

Don Morrison, City Administrator  
 City of Bonney Lake  
 19306 Bonney Lake Blvd.  
 Bonney Lake, Washington 98391

If to Lions to:

President  
 Bonney Lake Lions Club  
 18429 89<sup>th</sup> Street East  
 Bonney Lake, WA 98391

City and Lions shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

30. **ADDITIONAL PROVISIONS; DISCLOSURES.** City discloses and Lions acknowledges that the interior of the Premises may have been originally painted with lead-based paint, and that removing or sanding lead-based paint releases paint chips which may be harmful to vulnerable individuals. City further discloses, and Lions further acknowledges, that the interior of residential dwellings are susceptible to mold growth. Information about how to slow mold growth is obtainable from the Washington State Department of Health website at [http://www.doh.wa.gov/ehp/ts/IAQ/Got\\_Mold.html](http://www.doh.wa.gov/ehp/ts/IAQ/Got_Mold.html).

As to City this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

CITY:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

As to Lions, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

LIONS ("Lions"):

Sign: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_

LIONS:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_ Date: \_\_\_\_\_



**City of Bonney Lake, Washington  
City Council Agenda Bill (C.A.B.) Approval Form**

<b><u>Department / Staff Contact:</u></b> PW / John Woodcock	<b><u>Workshop / Meeting Date:</u></b> 26 Oct 2010	<b><u>Agenda Bill Number:</u></b> AB10-164
<b><u>Ordinance Number:</u></b>	<b><u>Resolution Number:</u></b> 2078	<b><u>Councilmember Sponsor:</u></b> James Rackley

**Agenda Subject:** SR 410 – 214th Avenue Intersection Improvements Project

**Proposed Motion:** Motion to approve the contract with Shea, Carr, Jewell to prepare the Final Design of the Intersection Improvements at SR 410 and 214th Avenue East.

**Administrative Recommendation:**

**Background Summary:** Resolution 1954 approved the design of the WSDOT Plan for Approval (channelization plans) as well as the 30% Design for this intersection. The tasks in the original contract have been completed. The objective of this project is to prepare a PS&E package (Plans, Specifications, and Engineering) for the SR 410 at 214th Avenue E improvements to advertise for construction.

The proposed improvements include:

- \* Widening SR 410 and 214th Ave E to include two left turn lanes in each direction of the SR 410 / 214th Ave E intersection.
- \* Widening 214th Ave E to include a second northbound and southbound lane through the SR 410/ 214th Ave E intersection as well as the 214th Ave E / 96th St E intersection.
- \* Reconstruct the existing signals at the SR 410/214th Ave E and 214th Ave E / 96th St E intersections to accommodate the additional lanes.
- \* Complete the design of the regional stormwater management facility to treat and detain stormwater from the project area as well as adjacent SR 410 areas.

Attachments:  
Resolution 2078, Map, Contract

<b><u>BUDGET INFORMATION:</u></b>			
<b>Budget Amount</b>	<b>Required Expenditure</b>	<b>Budget Impact</b>	<b>Budget Balance</b>
\$0	\$460,792		
<b>Budget Explanation:</b> Design dollars will be secured from the Transportation Impact Fee fund.			
301.049.032.595.10.63.01			

**COMMITTEE/BOARD REVIEW:**

**Subcommittee Review Date:** Community Development Committee - 18 Oct 2010  
**Commission/Board Review Date:** -  
**Hearing Examiner Date:**

**COUNCIL ACTION:**

**Workshop Date(s):** \_\_\_\_\_ **Public Hearing Date(s):** \_\_\_\_\_  
**Meeting Date(s):** \_\_\_\_\_ **Tabled To Date:** \_\_\_\_\_

**Signatures:**

Director Authorization	Mayor	Date City Attorney Reviewed
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# Action Item #1

## COMMUNITY DEVELOPMENT COMMITTEE

DATE: October 18, 2010

ORIGINATOR: John Woodcock

TITLE: City Engineer

SUBJECT: Motion to approve the contract with Shea, Carr, Jewell to prepare the Final Design of the Intersection Improvements at SR 410 and 214th Avenue East. Resolution 1954 approved the design of the WSDOT Plan for Approval (channelization plans) as well as the 30% Design for this intersection. The tasks in the original contract have been completed. The objective of this project is to prepare a PS&E package (Plans, Specifications, and Engineering) for the SR 410 at 214th Avenue E improvements to advertise for construction.

The proposed improvements include:

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- \* Reconstruct the existing signals at the SR 410/214th Ave E and 214th Ave E / 96th St E intersections to accommodate the additional lanes.
- \* Complete the design of the regional stormwater management facility to treat and detain stormwater from the project area as well as adjacent SR 410 areas.

ORDINANCE/RESOLUTION: 2078

REQUEST OR RECOMMENDATION BY ORIGINATOR:

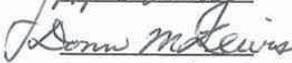
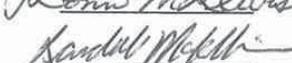
ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE  
FINANCE DIRECTOR \_\_\_\_\_  
CITY ATTORNEY \_\_\_\_\_

<u>2010 Budget Amount</u>	<u>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
\$0	\$0	\$460,792.00	

Explanation:

Design dollars will be secured from the Transportation Impact Fee fund. 301.049.032.595.10.63.01

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	<u>10-18-10</u>		_____
Randy McKibbin	<u>10-18-10</u>		_____
Donn Lewis	<u>10-18-10</u>		_____

COMMITTEE COMMENTS: \_\_\_\_\_

COMMITTEE'S RECOMMENDATION TO FORWARD TO:  
CITY CLERK  
CITY ATTORNEY

Please schedule for City Council Meeting date of: October 26, 2010

Consent Agenda:  Yes  No

**City of Bonney Lake, Washington  
City Council Agenda Bill (C.A.B.) Approval Form**

<b><u>Department / Staff Contact:</u></b> PW / John Woodcock	<b><u>Workshop / Meeting Date:</u></b> 26 Oct 2010	<b><u>Agenda Bill Number:</u></b> AB10-164
<b><u>Ordinance Number:</u></b>	<b><u>Resolution Number:</u></b> 2078	<b><u>Councilmember Sponsor:</u></b> James Rackley

**Agenda Subject:** SR 410 – 214th Avenue Intersection Improvements Project

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- \* Reconstruct the existing signals at the SR 410/214th Ave E and 214th Ave E / 96th St E intersections to accommodate the additional lanes.
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Attachments:

Resolution 2078, Map, Contract

<b><u>BUDGET INFORMATION:</u></b>			
<b>Budget Amount</b>	<b>Required Expenditure</b>	<b>Budget Impact</b>	<b>Budget Balance</b>
\$0	\$460,792		
<b>Budget Explanation:</b>			
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301.049.032.595.10.63.01			

<b><u>COMMITTEE/BOARD REVIEW:</u></b>
<b>Subcommittee Review Date:</b> Community Development Committee - 18 Oct 2010
<b>Commission/Board Review Date:</b> -
<b>Hearing Examiner Date:</b>

<b><u>COUNCIL ACTION:</u></b>	
<b>Workshop Date(s):</b>	<b>Public Hearing Date(s):</b>
<b>Meeting Date(s):</b>	<b>Tabled To Date:</b>

**Signatures:**

Director Authorization 	Mayor	Date City Attorney Reviewed
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**RESOLUTION NO. 2078**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH SHEA, CARR, & JEWELL, INC FOR THE SR 410 – 214th AVENUE INTERSECTION IMPROVEMENTS PROJECT.**

**Whereas**, City officials have adopted a Transportation Plan identifying this intersection as a Transportation Impact Fee eligible project; and

**Whereas**, this intersection is identified in the approved Transportation Improvement Plan for the City; and

**Whereas**, the City by Resolution 1991 entered into the WSU Property Development Agreement stating by reference under section 6.6 that the city would construct the improvements to the SR 410 – 214<sup>th</sup> Intersection receiving compensation when WSU would pay transportation impact fees (TIF) at the rates in effect at the time of building permit issuance and in addition, each project shall pay a TIF surcharge in an amount that represents that project's proportionate share as indicated in the aforementioned agreement; and

**Now therefore, be it resolved**; that the City Council of the City of Bonney Lake, Washington, does hereby authorize the Mayor to sign the attached agreement with Shea, Carr, and Jewell, Inc. in the amount of \$460,792.

**PASSED** by the City Council this 26<sup>th</sup> day of October 2010.

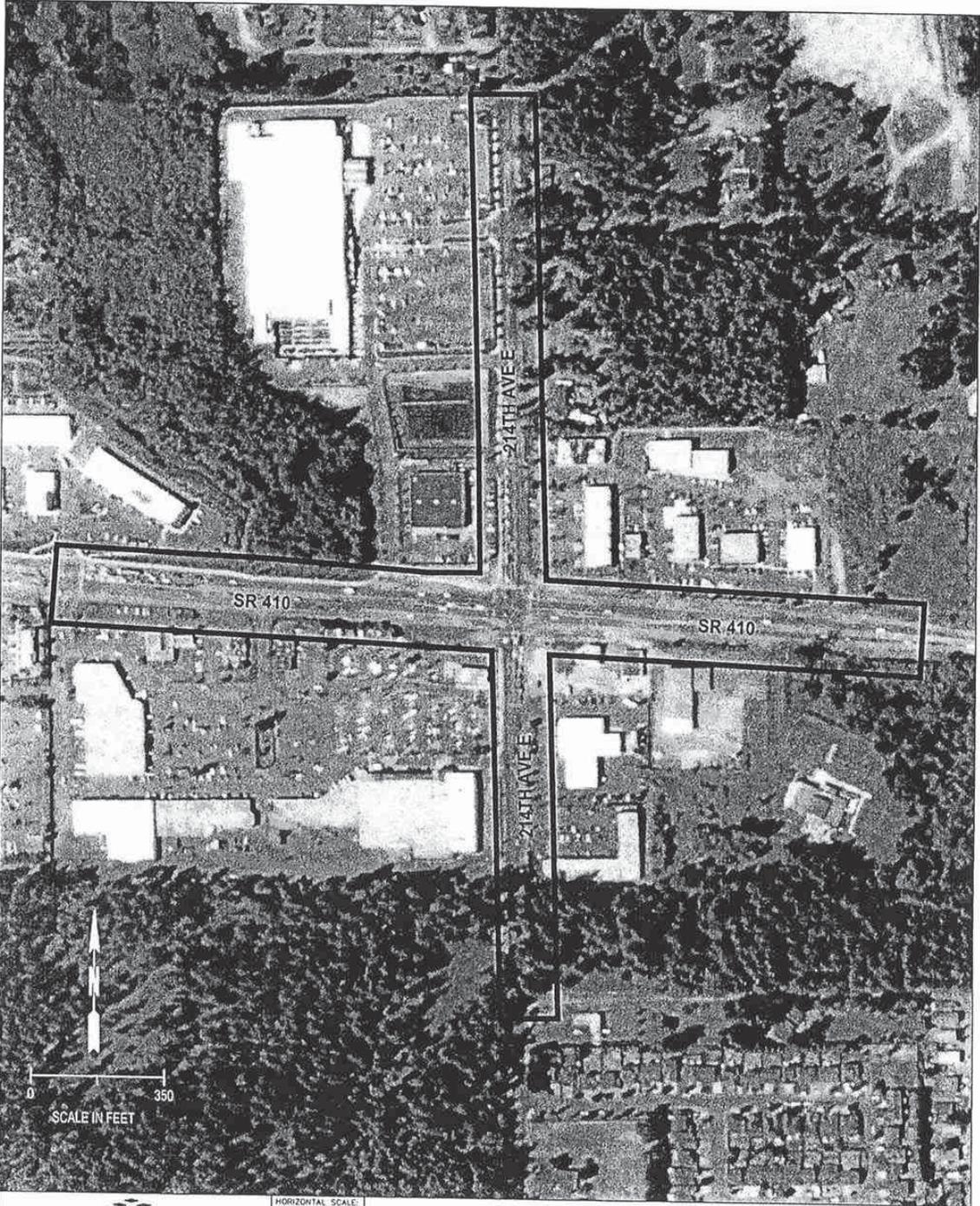
\_\_\_\_\_  
Neil Johnson Jr., Mayor

ATTEST:

\_\_\_\_\_  
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James Dionne, City Attorney



04112\_2010\_11-29-11am - User: gash  
 N:\PROJECTS\10 CITY OF BONNEY LACT\10-07 SR 410 AT 214TH AVE E FROM SR 410 TO 96TH ST E\PHASE 05 PRELIMINARY DESIGN\CAD\LIMIT

**SHEA • CARR • JEWELL**  
 ENGINEERING AND PLANNING SERVICES  
 2107 CARRIAGE DRIVE SW, BLDG. H, OLYMPIA, WASHINGTON 98502  
 P. 360.332.1465 F. 360.332.1500  
 WWW.SHEACARRJEWELL.COM

HORIZONTAL SCALE:  
 1"=350'-0"  
 DATE:  
 OCTOBER, 2010  
 JOB No.:  
 DRAWING FILE No.:

SR 410 / 214TH AVE E  
 INTERSECTION / CORRIDOR IMPROVEMENTS  
 LIMITS OF WORK

EXHIBIT No.:  
 SHEET No.:

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 4<sup>th</sup> day of October, 2010, by and between the City of Bonney Lake ("City") and Shea Carr Jewell, 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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

#### **Insurance**

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

#### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

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

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

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

4. Professional Liability insurance appropriate to the Consultant's profession.

#### **B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

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

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

#### **C. Other Insurance Provisions**

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

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

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

#### **D. Acceptability of Insurers**

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

#### **E. Verification of Coverage**

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

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

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

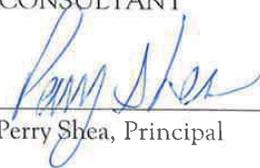
15. **Waiver.** Failure by any party to this Agreement to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict performance of that or any other provision of this Agreement any time thereafter.

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

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

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

CITY OF BONNEY LAKE  
By: \_\_\_\_\_  
Neil Johnson Jr., Mayor

CONSULTANT  
By:   
Perry Shea, Principal

**Attachments:**

- Exhibit A: Scope of Work/Deliverables/Fee
- Exhibit B: Rates

## EXHIBIT A: SCOPE OF WORK

The Consultant shall perform the following services as directed by the City:

## EXHIBIT A

### SCOPE OF WORK

SR 410 at 214<sup>th</sup> Avenue E and  
214<sup>th</sup> Avenue E from 101<sup>st</sup> Street E to 96<sup>th</sup> Street E  
Bonney Lake, WA

#### Transportation Engineering Services

**Prepared for:** City of Bonney Lake  
**Prepared By:** Perry Shea, P.E., Principal  
Scott Sawyer, P.E., Senior Project Manager  
**Date prepared:** October 1, 2010

#### Overview

The objective of this project is to prepare a PS&E package for the SR 410 at 214<sup>th</sup> Avenue E improvements. Shea Carr Jewell (SCJ) previously contracted with the City of Bonney Lake (City) to evaluate design options for the SR 410 / 214<sup>th</sup> Ave E intersection, prepare 30% engineering plans, and obtain an approved Plan For Approval from WSDOT. The tasks in the original contract have been completed and the City now plans to proceed with final design and construction.

The proposed improvements include:

- Widening SR 410 and 214<sup>th</sup> Ave E to include two left turn lanes in each direction of the SR 410 / 214<sup>th</sup> Ave E intersection.
- Widening 214<sup>th</sup> Ave E to include a second northbound and southbound lane through the SR 410/ 214<sup>th</sup> Ave E intersection as well as the 214<sup>th</sup> Ave E / 96<sup>th</sup> St E intersection.
- Reconstruct the existing signals at the SR 410/214<sup>th</sup> Ave E and 214<sup>th</sup> Ave E / 96<sup>th</sup> St E intersections to accommodate the additional lanes.
- Build a regional stormwater management facility to treat and detain stormwater from the project area as well as adjacent SR 410 areas.

The work will consist of the following tasks:

- Project management
- SEPA / Permitting

- Geotechnical design
- Agency coordination
- Final design
  - 60% PS&E
  - 90% PS&E
  - Final PS&E
- Bidding and Construction Assistance

### **Phase 1 Project Management**

This phase includes tasks to plan, manage, and administer the work; attend project meetings and City Council study sessions; and provide quality assurance/quality control.

#### **Task 1 Project Scoping**

- 1) Project scoping: Prepare a work breakdown structure (WBS). Prepare a scope of work based on the WBS to define tasks, task assumptions and deliverables. Prepare a fee estimate based on the WBS.

#### **Task 2 Project Planning**

- 1) Project Management Plan: Prepare a Project Management Plan to document the elements listed below. Implementation of the plan elements is not included in this task budget.
  - Project Vision
  - Project Objective
  - Project Description
  - Critical Success Factors
  - Operating Guidelines
  - Roles and Responsibilities
  - Contact List
  - Scope of Services
  - Budget
  - Schedule
  - Project Reporting
  - Document Management
  - Change Management Plan
  - QA/QC Management Plan

#### **Task 3 Management**

- 1) Management: Manage the project by directing and supervising staff and reviewing work for the duration of the project. This management is for the overall work rather than specific tasks.
- 2) Schedule and Budget: Develop a critical path project schedule to match the scope of work. Identify task durations, predecessors, CITY reviews, WSDOT reviews, Pierce County reviews, deliverables, and milestones. Review and update the schedule on a monthly basis. Monitor earned value and actual costs on a bi-weekly basis. Provide monthly billing statements to the City including overall budget and schedule confirmation and review for each progress billing period.

#### **Task 4 Administration**

- 1) Weekly Progress Reports: Review and verify weekly project charges. Prepare and submit a weekly progress report. Weekly progress reports will show: (1) work performed last week, (2) work planned this week, (3) schedule and budget status

(including a 3-line earned value chart), (4) a summary of scope changes/added value, and (5) items needed from the CITY and/or others.

- 2) Progress Billings: Prepare a monthly progress bill with weekly progress reports attached. Bills will show staff hours for each phase (i.e., Phase 1: Project Management).
- 3) Filing: Develop a project filing system and maintain project files in one centralized location. Periodically purge draft and redundant documents.
- 4) Subconsultant Administration: Execute and administer subagreements. Review and approve monthly invoices.

**Task 5 Project Meetings**

- 1) Weekly Conference Calls: Conduct weekly 15 minute conference calls between the City Engineer and the SCJ Project Manager to review the weekly progress report.
- 2) Management Meetings: Attend up to eight (8) Management Team meetings. The meetings will be attended by the City Engineer, the SCJ Project Manager, and one SCJ staff (average) to review project status and schedule. Prepare minutes for each meeting.

**Task 6 Quality Assurance/Quality Control**

- 1) Quality Control: Provide senior level review of task deliverables before submittal to the CITY.
- 2) Quality Assurance: Audit quality check activities and documentation on a periodic basis.

**Phase 1 Understanding**

- Project management will be provided over an 8-month time frame and the estimated number of meetings and project coordination is reflected in the budget.
- Progress billings will be submitted monthly to the City.
- Timelines and milestones will be outlined in a master schedule using Microsoft Project and will be updated for each progress billing.

**Phase 1 Deliverables**

- Weekly Progress Report submitted via email in PDF format.
- Progress billings submitted monthly submitted via email in PDF format and submitted via US Mail.
- MS Project schedule updates submitted via email in PDF format.
- Minutes for Management Meetings submitted via e-mail in PDF format.

**Phase 2 SEPA / Permitting**

**Task 1 SEPA**

- 1) SEPA: Prepare a SEPA Checklist.

- 2) Property Owner's List: Obtain a list of adjacent property owners from Pierce County and/or title reports provided by the City.

**Task 2 DAHP Consultation**

- 1) DAHP Consultation: Meet with DAHP to obtain approval in accordance with Executive Order 05-05 requirements per DAHP EO 05-05 Frequently Asked Questions.

**Phase 2 Understanding**

- No federal funds will be utilized for this project.
- There are no wetland impacts.
- There are no discipline reports required for the SEPA Checklist.
- DAHP will provide Executive Order 05-05 approval after one consultation meeting.

**Phase 2 Deliverables**

- SEPA Checklist
- Adjacent Property Owner's list

**Phase 3 Geotechnical Report**

**Task 1 Geotechnical Field Explorations and Laboratory Testing:**

- 1) Exploration
  - Advance five test pits (about 15 feet to 20 feet below existing ground) with a truck-mounted drill rig and hollow system augers. A geotechnical engineer or geologist will supervise the field exploration
  - Obtain soil samples from the test pits and prepare field logs of conditions encountered in the explorations. Obtain representative bulk soil samples from each stratum observed in the test pits and return to the laboratory for further classification and testing. Hold soil samples obtained from the explorations for 30 days after submittal of the final report. Dispose of soil samples after 30 days unless arrangements are made to retain them.
  - Supply traffic control for partial-lane closures consisting of flaggers and warning signs. Submit a traffic control plan to the CITY for approval and obtain the necessary permit for work within the right-of-way.
  - Mark the test pit locations in the field and arrange underground utility locate (1-800... call before you dig).
- 2) Testing: Conduct laboratory testing including: five mechanical sieve analysis and ten moisture content determinations on selected samples, two maximum dry density determinations and two California Bearing Ratio (CBR) tests of the roadbed soil.

**Task 2 Engineering Analysis and Geotechnical Report:**

- 1) Technical Memorandum: Prepare a technical memorandum based on the results of the field investigation and laboratory testing program. Submit the memorandum for CITY review and revise once per CITY comments. The technical memorandum will include:
  - A site map showing the approximate locations of the explorations.

- Descriptive logs of the explorations and a summary of the subsurface soil and groundwater conditions encountered in the borings.
- Summary of laboratory test results.
- Recommendations for site grading, including, clearing, grubbing and stripping; earthwork requirements; fill placement and compaction criteria; pavement subgrade preparation in accordance with the 2010 WSDOT *Standard Specifications*, and design pavement sections.
- Evaluation of appropriate retaining wall types for use along the roadway corridor. Recommend temporary excavation slopes for construction of retaining walls.
- Recommendations for gravity block retaining walls, including maximum allowable soil bearing pressure for gravity block walls, static and dynamic lateral earth pressures, passive resistance, sliding resistance, surcharge pressures, wall backfill and compaction requirements, and retaining wall drainage considerations. Recommendations will be provided in accordance with the 2010 *AASHTO LRFD Bridge Design Specifications* and the *WSDOT Geotechnical Design Manual*.
- Recommendations for installation of new underground utilities including trench excavation and retention, construction, dewatering requirements, pipe foundation support, pip bedding and initial backfill requirements, an assessment of feasibility of utilizing the excavated soil for use as trench backfill, and trench backfill compaction criteria.
- Recommendations for signal pole foundations in accordance with WSDOT design standards.
- Recommend new pavement design sections in accordance with AASHTO 1993 design method..

### **Phase 3 Understanding**

- Stormwater infiltration testing was previously completed. Additional infiltration testing is not included in this scope.
- The City will obtain all necessary right of entry permissions to complete exploration on private property.
- Piezometers will not be installed in the borings.
- Soil samples will be held in the laboratory for 60 days after the submittal of the final report.

### **Phase 3 Deliverables**

- Draft and final geotechnical technical memorandum submitted via email in PDF format.

### **Phase 4 Agency Coordination**

#### **Task 1 WSDOT Full Package Submittal (FPS)**

- 1) 1<sup>st</sup> Review: Submit 90% plans, special provisions, and estimate of work to be completed within WSDOT right of way to WSDOT for 1<sup>st</sup> review of Full Package Submittal.

- 2) 2<sup>nd</sup> Review: Revise 90% FPS package based on WSDOT 1<sup>st</sup> review comments and resubmit.
- 3) Final Review: Revise 90% FPS package based on WSDOT 2<sup>nd</sup> review comments and submit Final plans, special provisions and estimate for final review and approval.
- 4) Coordination: Attend up to four meetings with WSDOT to process the FPS to approval. An average of two SCJ staff will attend each WSDOT meeting.

**Task 2 Pierce County Permitting**

- 1) 1<sup>st</sup> Review: Submit 90% plans of work to be completed with Pierce County right of way for 1<sup>st</sup> review.
- 2) 2<sup>nd</sup> Review: Revise 90% plans based on Pierce County 1<sup>st</sup> review comments and resubmit.
- 3) Final Review: Revise 90% plans based on Pierce County 2<sup>nd</sup> review comments and submit Final plans for review and approval.
- 4) Coordination: Attend up to four meetings with Pierce County to process the plans through approval. An average of two SCJ staff will attend each meeting.

**Phase 4 Understanding**

- WSDOT has approved the PFA. No revisions to the PFA will be required.
- Budgets for preparation of the 90% Full Package Submittal and Final Full Package Submittal are included in Phase 5.
- Pierce County will review only the proposed improvements within the County's jurisdiction. Special provisions and estimate will not be reviewed by the County.
- Budgets for preparation of the 90% and Final plans have been included in Phase 5.

**Phase 4 Deliverables**

- None: Deliverables to WSDOT and Pierce County are accounted for in Phase 5.

**Phase 5 Final Design**

**Task 1 Utility Coordination**

- 1) Identify Potholing Locations: Based on potential utility conflicts identified in the July 2010 Basis for Design report, identify necessary potholing locations and coordinate with City staff.
- 2) Potholing: Oversee potholing activities. Up to twelve (12) hours of project engineer time and two trips to the project have been included.
- 3) Incorporate Potholing Data: Incorporate potholing data into Civil3D model and review for potential conflicts.
- 4) Identify Conflicts: Identify utilities requiring relocation and notify utility providers by phone, email and US mail. Determine if providers will relocate conflicting utilities prior

to or during construction. Prepare a relocation tracking matrix and monitor progress by providers to relocate utilities.

- 5) PS&E Schedule 74: Incorporate trench alignments provided by PS&E for utility undergrounding along 214<sup>th</sup> and SR 410. Coordinate with other utility providers for relocation to the undergrounding trench.

### **Task 2 Roadway**

- 1) Horizontal Layout: Incorporate revisions due to WSDOT's 214<sup>th</sup> Ave E to 234<sup>th</sup> Ave E project into proposed horizontal design. Revise horizontal layout per City and Pierce County comments.
- 2) Vertical Layout: Determine final centerline grade, develop final curb return profiles and intersection grading for the SR 410/214<sup>th</sup> Avenue E and 214<sup>th</sup> Avenue E/96<sup>th</sup> Street E intersections, develop driveway profiles and for up to 16 driveways, detail ADA ramps roadway intersections and driveways, revise Civil3D model and plan set from NGVD 29 vertical datum to NAVD 88 to match the WSDOT plans to the east of the project area. Consider the need for asphalt overlay and/or inlays prior to developing vertical layout.

### **Task 3 Drainage**

- 1) Collection and Conveyance: Update collection and conveyance system to include WSDOT revisions as well as City and County comments. Model the conveyance system using the Santa Barbara Unit Hydrograph method for the 25 year event.
- 2) Treatment: Determine the level of treatment necessary and revise the pond layout.
- 3) Flow Control: Resize and reshape the detention / treatment facility based on selected treatment method.
- 4) Drainage Report: Prepare a drainage report to address the requirements of the Pierce County Stormwater Management manual or a City approved equal. Submit once for City review.

### **Task 4 Channelization and Signing**

- 1) Striping: Revise pavement marking plans to incorporate any horizontal design changes.
- 2) Signing: Develop a signing plan to meet the requirements of the MUTCD. Identify sign type, size and location. Identify existing signs to be relocated or removed.

### **Task 5 Traffic Signals**

- 1) Pierce County Kick-off Meeting: Meet with Pierce County Traffic staff to review signal design requirements and standards.
- 2) Traffic Signal Plan: Prepare final traffic signal plans for the SR 410 /214<sup>th</sup> Ave E and 214<sup>th</sup> Ave E / 96<sup>th</sup> Ave E intersections identifying pole locations, push buttons, cabinets, wiring and signal phasing.
- 3) Traffic Signal Wiring Schematic: Prepare traffic signal wiring schematic details.
- 4) Traffic Signal Standard Details: Prepare traffic signal standard details.

**Task 6 Illumination**

- 1) Lighting Layout: Revise lighting layout and calculations based on any horizontal / vertical changes using AGI32 software.
- 2) Electrical Connection: Coordinate power sources with PSE and Intolight.
- 3) Line Loss: Perform Line Loss Calculations.

**Task 7 Retaining Walls**

- 1) Wall Design: Determine final locations, types and heights of retaining walls based on final vertical alignment. Develop wall elevations and details.

**Task 8 Sewer**

- 1) Coordination: Attend up to two meetings with WSU housing project representatives to determine the size, location and depth of the proposed gravity sewer line.
- 2) Sanitary Sewer Plan: Develop plan, profile and details of proposed dry sewer line.

**Task 9 Water**

- 1) Coordination: Attend up to four meetings with KPG engineers to coordinate the inclusion of the water main designed by KPG into the proposed PS&E package.
- 2) Water Design: Incorporate KGP's plans, specifications and estimate into overall P,S&E package.

**Task 10 Design Documentation**

- 1) Final Design Report: Prepare a memorandum in addendum to the *Basis of Design Report* prepared during preliminary design. Explain changes to the design and attach supporting documentation and/or calculations.

**Task 11 60% Plans**

- 1) The following 60% plans will be prepared:
  - Cover Sheet (1 sheet)
  - Summary of Quantities (1 sheet)
  - Roadway Sections (3 sheets)
  - Site Preparation Plans (6 sheets @ 40 scale)
  - Utility Plans (6 sheets @ 40 scale)
  - Temporary Erosion and Sediment Control Plans (6 sheets @ 40 scale)
  - Roadway and Drainage Plan and Profiles (12 sheets @ 40 scale)
  - Detention / Retention Pond Plan (1 sheet @ 40 scale)
  - Water Plan and Profiles (6 sheets @ 40 scale)
  - Sewer Plan and Profiles (6 sheets @ 40 scale)

- Paving Plans (6 sheets @ 40 scale)
- Retaining Wall Plan and Elevations (6 sheets @ 20 scale)
- Illumination Plans (6 sheets @ 40 scale)
- Traffic Signal Plans (6 sheets @ 20 scale)
- Signing Plans (6 sheets @ 40 scale)
- Landscaping Plans (6 sheets @ 40 scale)
- Irrigation Plans (6 sheets @ 40 scale)

**Task 12 60% Engineers Estimate**

- 1) 60% Engineer's Estimate: Develop quantities based on the 60% plans. Assign unit costs for quantified items and assign lump sum costs to other items based on professional judgment. Develop a 60% construction cost estimate that includes a 20% contingency.

**Task 13 60% Special Provisions**

- 1) 60% Special Provisions: Identify non-standard items. Prepare an outline identifying key requirements to include in the specifications. Identify performance objectives for staging and irrigation.

**Task 14 90% Comment Resolution**

- 1) 90% Comment Resolution: Respond to 60% review comments in a matrix format. Attend one meeting with the CITY to resolve comments from the 60% review.

**Task 15 90% Plan Sheets**

- 1) The following 60% plans will be updated according the 60% review comments:
  - Cover Sheet (1 sheet)
  - Summary of Quantities (1 sheet)
  - Roadway Sections (3 sheets)
  - Site Preparation Plans (6 sheets @ 40 scale)
  - Utility Plans (6 sheets @ 40 scale)
  - TESC (6 sheets @ 40 scale)
  - Roadway and Drainage Plan and Profiles (12 sheets @ 40 scale)
  - Detention / Retention Plans (1 sheet @ 40 scale)
  - Utility Plan and Profiles (12 sheets @ 40 scale)
  - Paving Plans (6 sheets @ 40 scale)
  - Retaining Wall Plan and Elevations (6 sheets @ 20 scale)
  - Illumination Plans (6 sheets @ 40 scale)

- Traffic Signal Plans (6 sheets @ 20 scale)
  - Signing Plans (6 sheets @ 40 scale)
  - Landscaping Plans (6 sheets @ 40 scale) – see Phase 6
  - Irrigation Plans (6 sheets @ 40 scale) – see Phase 6
- 2) The following 90% plan sheets will be created:
- General notes (1 sheet)
  - Staging plans (3 sheets @ 100 scale)
  - TESC Details and Notes (2 sheets)
  - Roadway Details (4 sheets)
  - Drainage Details (3 sheets)
  - Utility Details (1 sheet)
  - Retaining Wall Details (3 sheets)
  - Traffic Signal Details (4 sheets)
  - Sign Specification Sheets (2 sheets)
  - Signing Details (2 sheets)
  - Landscaping Details (2 sheets) – see Phase 6
  - Irrigation Details (2 sheets) – see Phase 6

**Task 16 90% Engineer's Estimate**

- 1) 90% Engineer's Estimate: Develop quantities based on the 90% plans. Assign unit costs for quantified item and assign lump sum costs to other items based on professional judgment. Develop a 90% construction cost estimate that includes a 10% contingency.

**Task 17 90% Contract Documents**

- 1) 90% Contract Documents: Write specifications for all non-standard items. Compile the City's General Provisions, and the special provisions into one Project Manual document.

**Task 18 Final Comment Resolution**

- 1) Final Comment Resolution: Respond to 90% review comments in a matrix format. Attend one meeting with the City to resolve comments from the 90% review.

**Task 19 Final PS&E Package**

- 1) Final Plans: Update the plans per the 90% review comments.
- 2) Final Engineer's Estimate: Update the quantities to reflect the plan updates. Prepare Unit Price Worksheet including item descriptions, unit, quantity and cost. Update the engineer's estimate with revised quantities.

- 3) Final Contract Documents: Assemble the General Provisions, Special Provisions, and Unit Price Worksheet into one Project Manual document.

**Phase 5 Understanding**

- Coordination with utility providers will require up to 40 hours of effort.
- Schedule 74 coordination will require up to 40 hours of effort.
- Up to 2 SCJ staff members will attend all coordination meetings outlined in this Phase.
- Details and Notes will be excluded from 60% plans.
- No construction staging plans will be prepared as part of the 60% plan set.
- Up to 2 SCJ staff will attend the comment resolution meeting.
- The City will provide SCJ with their approved General Provisions.
- SCJ will not prepare any temporary traffic control plans. The contractor will be required by specification to prepare Traffic Control Plans.
- Up to 2 SCJ staff will attend the comment resolution meetings.

**Phase 5 Deliverables**

- 1<sup>st</sup> 90% FPS submitted to WSDOT on 11x17 paper (12 copies).
- Meeting minutes submitted electronically via email.
- 2<sup>nd</sup> 90% FPS submitted to WSDOT on 11x17 paper (12 copies).
- Final FPS submitted to WSDOT on 22x34 vellum (six copies).
- Notice of FPS approval submitted electronically via email.
- 1<sup>st</sup> 90% FPS submitted to Pierce County on 11x17 paper (12 copies).
- Meeting minutes submitted electronically via email.
- 2<sup>nd</sup> 90% FPS submitted to Pierce County on 11x17 paper (12 copies).
- Final FPS submitted to Pierce County on 22x34 vellum (six copies).
- Notice of FPS approval submitted electronically via email.
- Draft Drainage Report in hard copy.
- Final Drainage Report in electronic and hard copy (3 copies).
- Final Design Report in hard copy (3 copies).
- Constructability review package including 11x17 plans, special provision, and engineer's estimate (6 copies).
- Draft PS&E Package including half-size plans, special provisions, and engineers estimate submitted via courier to the City (6 copies).
- PS&E Approval Package including half-size plans, special provisions, and engineers estimate submitted via courier to the City (6 copies).

## **Phase 6 Landscape and Irrigation (Glander & Associates)**

### **Task 1 Urban Design / Landscaping / Irrigation**

- 1) Coordination: Attend two meeting with the City to determine the Urban Design and Landscaping standards applicable to the project and review concept development.
- 2) Concept Plan: Develop concept planting and irrigation plan at 1"=20'. Develop construction cost estimates.
- 3) Prepare final irrigation design.
- 4) Prepare final planting and irrigation plan sheets, details and specifications.
  - Landscaping Plans (6 sheets @ 40 scale) – see Phase 6
  - Irrigation Plans (6 sheets @ 40 scale) – see Phase 6
  - Landscaping Details (2 sheets) – see Phase 6
  - Irrigation Details (2 sheets) – see Phase 6
- 5) Prepare final construction cost estimates.

### **Phase 6 Understanding**

- Areas between public roadways and parking lots will be landscaped in kind. Areas without existing landscaping will be seeded.

### **Phase 6 Deliverables**

- Concept Landscape/Irrigation Plan submitted via email in PDF format.
- See Phase 5 for final plans, specifications and estimate deliverables.

## **Phase 7 Bidding and Construction Assistance**

### **Task 1 Bidding Assistance**

- 1) Prepare written responses to contractor questions (RFI's) and submit to the City for delivery to contractors.
- 2) Review contractor material submittals and prepare written responses. Submit to the City for delivery to contractors.
- 3) Provide additional support as requested.

### **Task 2 Prepare Record Drawings**

- 1) Coordinate with the City surveyor's to provide a topographic survey of the project area following construction completion.
- 2) Prepare a final project Base Map from the City survey.
- 3) Prepare Record Drawings based on final survey and contractor redlines.
- 4) Perform a final site visit and walk through to verify the Record Drawings.

***Phase 6 Understanding***

- SCJ will spend up to 8 hours providing additional bidding assistance support to the City.
- City surveying staff will provide the topographic survey of the site following construction completion.
- City surveying staff will provide SCJ with an electronic map of the survey in AutoCAD format.
- The Contract Manual will require the contractor to maintain current and accurate redlines of the changes during construction. The contractor will provide SCJ with a hard copy of the redlines following construction.

***Phase 6 Deliverables***

- RFI responses submitted to the City via email.
- Material approvals submitted to City via email.
- Record Drawings submitted to the City in AutoCAD and 11x17 hard copy format.

**END OF PROPOSAL**

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EXHIBIT B

Labor Hour Estimate									
Shea, Carr & Jewell, Inc.									
Client: City of Bonney Lake									
Project: SR 410 at 214th Avenue E and 214th Avenue E from 101st Street E to 96th Street E									
Job #: 610.07									
File #: 2010-1001 Fee Spreadsheet.xls									
Task No	Task Description	Principal Engineer	Principal Planner	Senior Project Manager	Project Engineer II	Senior Eng Tech	Senior Planner	Project Coord II	Total Hours
<b>Phase 1 - Project Management</b>									
<i>Task 1 - Project Scoping</i>									
1	Project Scoping			8.0	12.0			6.0	26.0
<i>Task 2 - Project Planning</i>									
1	Project Management Plan			8.0					8.0
<i>Task 3 - Project Management</i>									
1	Management			35.0					35.0
2	Schedule and Budget			35.0				18.0	53.0
<i>Task 4 - Administration</i>									
1	Weekly Progress Reports			18.0					18.0
2	Progress Billings			8.0				16.0	24.0
3	Filing							18.0	18.0
4	Subconsultant Administration			8.0				8.0	16.0
<i>Task 5 - Project Meetings</i>									
1	Weekly Conference Calls			4.0					4.0
2	Management Meetings			30.0	30.0			9.0	69.0
<i>Task 5 - Quality Assurance/Quality Control</i>									
1	Quality Control	20.0						4.0	24.0
2	Quality Assurance	20.0							20.0
Phase 1 Total Hours:		40.0		154.0	42.0			79.0	315.0
Billing Rate by category:		\$208.00	\$195.00	\$190.00	\$128.00	\$90.00	\$105.00	\$95.00	
Total Phase Cost by Category:		\$8,320.00		\$29,260.00	\$5,376.00			\$7,505.00	\$50,461.00
<b>Phase 2 - Survey (Larson)</b>									
Phase 2 Total Hours:									
<b>Phase 2 - SEPA / Permitting</b>									
<i>Task 1 - SEPA</i>									
1	SEPA Checklist		1.0		1.0			16.0	18.0
2	Adjacent Property Owners List							2.5	2.5
<i>Task 2 - Intersection Operational Analysis</i>									
1	DAHP Coordination							4.0	4.0
Phase 2 Total Hours:			1.0		1.0			22.5	24.5
Billing Rate by category:		\$208.00	\$195.00	\$190.00	\$128.00	\$90.00	\$105.00	\$95.00	
Total Phase Cost by Category:			\$195.00		\$128.00		\$2,362.50		\$2,685.50
<b>Phase 3 - Geotechnical Study (Landau)</b>									

EXHIBIT B

Labor Hour Estimate

Task No.	Task Description	Principal Engineer	Principal Planner	Senior Project Manager	Project Engineer II	Senior Eng Tech	Senior Planner	Project Council II	Total Hours
Phase 3 Total Hours:									
<b>Phase 4 - Agency Coordination</b>									
Task 1 - WSDOT Full Package Submittal									
1	1st Review			4.0	8.0			2.0	14.0
2	2nd Review			4.0	8.0	24.0		2.0	38.0
3	Final Review			4.0	8.0	24.0		2.0	38.0
4	Coordination			8.0	8.0				16.0
Task 2 - Pierce County Permitting									
1	1st Review			4.0	8.0			2.0	14.0
2	2nd Review			4.0	8.0	24.0		2.0	38.0
3	Final Review			4.0	8.0	24.0		2.0	38.0
4	Coordination			8.0	8.0				16.0
Phase 4 Total Hours:				40.0	64.0	96.0		12.0	212.0
Billing Rate by category:		\$208.00	\$195.00	\$190.00	\$128.00	\$90.00	\$105.00	\$95.00	
Total Phase Cost by Category:				\$7,600.00	\$8,192.00	\$8,640.00		\$1,140.00	\$25,572.00
<b>Phase 5 - Final Design</b>									
Task 1 - Utility Coordination									
1	Identify Potholing Locations			4.0	8.0	12.0			24.0
2	Potholing				16.0				16.0
3	Incorporate Potholing Data				4.0	8.0			12.0
4	Identify Conflicts			8.0	16.0	32.0			56.0
5	PS&E Schedule 74			4.0	16.0	20.0			40.0
Task 2 - Roadway									
1	Horizontal Layout			8.0	20.0	20.0			48.0
2	Vertical Layout			8.0	60.0	60.0			128.0
Task 3 - Drainage									
1	Collection and Conveyance			4.0	40.0	40.0			84.0
2	Treatment			4.0	16.0	32.0			52.0
3	Flow Control			4.0	24.0	48.0			76.0
4	Drainage Report			4.0	40.0	16.0			60.0
Task 4 - Channelization and Signing									
1	Striping			4.0	16.0	32.0			52.0
2	Signing			4.0	16.0	32.0			52.0
Task 5 - Traffic Signal									
1	Pierce County Kick-off Meeting			3.0	3.0				6.0
2	Traffic Signal Plan			6.0	40.0	40.0			86.0
3	Traffic Signal Wiring Diagram			4.0	16.0	32.0			52.0

EXHIBIT B

Labor Hour Estimate

Shea Carr & Jewell, Inc.

Client: City of Bonney Lake

Project: SR 410 at 214th Avenue E and 214th Avenue E from 101st Street E to 96th Street E

Job #: 610.07

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Task No	Task Description	Principal Engineer	Principal Planner	Senior Project Manager	Project Engineer II	Senior Eng Tech	Senior Planner	Project Lead II	Total Hours
4	Traffic Signal Standard Details			2.0	8.0	16.0			26.0
Task 6 - Illumination									
1	Lighting Layout			4.0	16.0	32.0			52.0
2	Electrical Connection			2.0	4.0				6.0
3	Line Loss			2.0	16.0	16.0			34.0
Task 7 - Retaining Walls									
1	Wall Design			4.0	40.0	40.0			84.0
Task 8 - Sewer									
1	Coordination			6.0	6.0				12.0
2	Sanitary Sewer Plan			4.0	24.0	48.0			76.0
Task 9 - Water									
1	Coordination			8.0	8.0				16.0
2	Water Design				2.0	12.0			14.0
Task 10 - Urban Design and Landscaping - By Glander									
Task 11 - Design Documents									
1	Final Design Report			16.0	32.0	32.0			80.0
Task 12 - 60% Plans									
1	Cover Sheet			0.5	2.0	4.0			6.5
2	Summary of Quantities			0.5	8.0	16.0			24.5
3	Roadway Sections			0.5	4.0	12.0			16.5
4	Site Preparation			0.5	4.0	8.0			12.5
5	Utility Plans			1.0	12.0	24.0			37.0
6	TESC			0.5	4.0	8.0			12.5
7	Roadway and Drainage Plan and Profiles			0.5	24.0	48.0			72.5
8	Detention / Retention Pond Plan			0.5	12.0	24.0			36.5
9	Water Plan - By KPG								
10	Sewer Plan and Profiles			0.5	24.0	24.0			48.5
11	Paving Plans			0.5	12.0	48.0			60.5
12	Retaining Wall Plans			0.5	20.0	40.0			60.5
13	Illumination Plans			0.5	12.0	24.0			36.5
14	Traffic Signal Plans			8.0	16.0	32.0			56.0
15	Signing Plans			0.5	8.0	16.0			24.5
16	Landscaping Plans - By Glander								
17	Irrigation Plans - By Glander								
Task 13 - 60% Engineer's Estimate									
1	60% Engineer's Estimate			4.0	16.0	32.0			52.0
Task 14 - 60% Special Provisions									

EXHIBIT B

Labor Hour Estimate

Shea, Carr & Jewell, Inc.

Client: City of Bonney Lake

Project: SR 410 at 214th Avenue E and 214th Avenue E from 101st Street E to 96th Street E

Job #: 610.07

File #: 2010-1001 Fee Spreadsheet.xls

Task No	Task Description	Principal Engineer	Principal Planner	Senior Project Manager	Project Engineer II	Senior Eng. Tech	Senior Planner	Project Lead II	Total Hours
1	60% Special Provisions			16.0	16.0			12.0	44.0
Task 15 90% Comment Resolution									
1	90% Comment Resolution			4.0	8.0				12.0
Task 16 90% Plan Sheets									
UPDATE FOLLOWING PLANS									
1	Cover Sheet			0.5	1.0	2.0			3.5
2	Summary of Quantities			0.5	4.0	8.0			12.5
3	Roadway Sections			0.5	2.0	6.0			8.5
4	Site Preparation			0.5	2.0	4.0			6.5
5	Utility Plans			1.0	6.0	12.0			19.0
6	TESC			0.5	2.0	4.0			6.5
7	Roadway and Drainage Plan and Profiles			0.5	12.0	24.0			36.5
8	Detention / Retention Pond Plan			0.5	6.0	12.0			18.5
9	Water Plan - By KMG								
10	Sewer Plan and Profiles			0.5	12.0	24.0			36.5
11	Paving Plans			0.5	6.0	12.0			18.5
12	Retaining Wall Plans			0.5	10.0	20.0			30.5
13	Illumination Plans			0.5	6.0	12.0			18.5
14	Traffic Signal Plans			4.0	8.0	16.0			28.0
15	Signing Plans			0.5	4.0	8.0			12.5
CREATE THE FOLLOWING PLANS									
16	General Notes			0.5	2.0	6.0			8.5
17	Staging Plans			0.5	8.0	16.0			24.5
5	TESC Details and Notes			0.5	4.0	8.0			12.5
6	Roadway Details			0.5	8.0	16.0			24.5
7	Drainage Details			0.5	6.0	12.0			18.5
8	Utility Details			0.5	6.0	12.0			18.5
9	Retaining Wall Details			0.5	8.0	16.0			24.5
10	Traffic Signal Details			4.0	8.0	16.0			28.0
11	Sign Specification			0.5	8.0	16.0			24.5
12	Signing Details			0.5	4.0	8.0			12.5
13	Landscaping Details - By Glander								
14	Irrigation Details - By Glander								
Task 17 90% Engineer's Estimate									
1	90% Engineer's Estimate			2.0	12.0	24.0			38.0
Task 18 90% Special Provisions									
1	90% Special Provisions			24.0	40.0			24.0	88.0

EXHIBIT B

Labor Hour Estimate

Shea, Carr & Jewell, Inc.

Client: City of Bonney Lake

Project: SR 410 at 214th Avenue E and 214th Avenue E from 101st Street E to 96th Street E

Job #: 610.07

File #: 2010-1001 Fee Spreadsheet.xls

Task No	Task Description	Principal Engineer	Principal Planner	Senior Project Manager	Project Engineer II	Senior Eng Tech	Senior Planner	Project (word II)	Total Hours
<b>Task 19- Final Comment Resolution</b>									
1	Final Comment Resolution			4.0	8.0				12.0
<b>Task 20- Final PS&amp;E Package</b>									
1	Update Plans per 90% Comments			12.0	24.0	48.0			84.0
2	Prepare Final Engineer's Estimate			1.0	6.0	12.0			19.0
3	Prepare Final Contract Documents			8.0	12.0			6.0	26.0
Phase 5 Total Hours:				226.5	954.0	1,354.0		42.0	2,576.5
Billing Rate by category:		\$208.00	\$195.00	\$190.00	\$128.00	\$90.00	\$105.00	\$95.00	
Total Phase Cost by Category:				\$43,035.00	\$122,112.00	\$121,860.00		\$3,780.00	\$290,787.00
<b>Phase 6 - Bidding and Construction Assistance</b>									
<b>Task 1- Bidding Assistance</b>									
1	RFP's			16.0	24.0	48.0			88.0
2	RAM's			16.0	32.0				48.0
3	Additional Support			8.0					8.0
<b>Task 2- Prepare Record Drawings</b>									
1	Coordination			2.0	4.0				6.0
2	Base Map				16.0	32.0			48.0
3	Record Drawings			4.0	16.0	32.0			52.0
4	Site Visit			4.0	4.0	4.0			12.0
Phase 6 Total Hours:				50.0	96.0	116.0			262.0
Billing Rate by category:		\$208.00	\$195.00	\$190.00	\$128.00	\$90.00	\$105.00	\$95.00	
Total Phase Cost by Category:				\$9,500.00	\$12,288.00	\$10,440.00		\$3,780.00	\$36,008.00
Total Hours All Phases:		40.0	1.0	470.5	1,157.0	1,566.0	22.5	133.0	3,390.0
Billing Rate by category:		\$208.00	\$195.00	\$190.00	\$128.00	\$90.00	\$105.00	\$95.00	
Total Cost by Category:		\$8,320.00	\$195.00	\$89,395.00	\$148,096.00	\$140,940.00	\$2,362.50	\$12,635.00	\$401,943.50

**Consultant Fee Estimate**

Shea, Carr & Jewell, Inc.

Client: City of Bonney Lake

Project: SR 410 at 214th Avenue E and 214th Avenue E from 101st Street E to 96th Street E

Job #: 610.07

File #: 2010-1001 Fee Spreadsheet.xls

**Consultant Fee Determination**

**DIRECT LABOR REVENUE**

Discipline	Hours	Rate	Amount
Principal Engineer	40.0	\$208	\$8,320
Principal Planner	1.0	\$195	\$195
Senior Project Manager	470.5	\$190	\$89,395
Project Engineer II	1,157.0	\$128	\$148,096
Senior Engineering Tech	1,566.0	\$90	\$140,940
Senior Planner	22.5	\$105	\$2,363
Project Coordinator II	133.0	\$95	\$12,635

**Subtotal SC&J:**

**\$401,944**

**INDIRECT COSTS**

**Subconsultant Fees:**

\$15,300

Landau Associates (Phase 3)

\$28,000

Jeff Glander and Associates

**Subtotal:**

**\$43,300**

Subconsultant Admin Fee (10%)

\$4,330

**Total Subconsultant:**

**\$47,630**

**Expenses:**

Copies, Reproductions, etc. (2.5% of fee)

\$10,049

Mileage (2000 miles @ \$0.585)

\$1,170

**Total Expenses:**

**\$11,219**

**Total Estimated Fee:**

**\$460,792**



**City of Bonney Lake, Washington  
City Council Agenda Bill (C.A.B.) Approval Form**

<b><u>Department / Staff Contact:</u></b> PW / John Woodcock	<b><u>Workshop / Meeting Date:</u></b> 26 Oct 2010	<b><u>Agenda Bill Number:</u></b> AB10-165
<b><u>Ordinance Number:</u></b>	<b><u>Resolution Number:</u></b> 2079	<b><u>Councilmember Sponsor:</u></b> James Rackley

**Agenda Subject:** Angeline Road Force Main Replacement Project

**Proposed Motion:** Motion to Award Angeline Road Force Main Replacement Contract to Archer Construction Inc.

**Administrative Recommendation:**

**Background Summary:** This project is part of PWTF Loan Sewer Replacement Project. The Public Works Board approved to include this project as part of the contract scope of work on July 15, 2010.

The City recived 21 bids and Archer Construction is the apparent low bidder with the bid of \$1,132,145.06. The engineers estimate was \$1,652,990.03. After meeting with contractor, PW staff has determined that their bid proposal is consistent with the requirements of the contract and bid specifications.

Resolution 2079 requests authorization from the City Council for the Mayor to award the contract to Archer Construction Inc. This request includes 10% (\$113,214.51) for contingencies and 5% (\$56,607.25) for construction engineering.

ATTACHMENTS: Resoultion, Bid tabulation sheet, Contract, and Contract location

<b><u>BUDGET INFORMATION:</u></b>			
<b>Budget Amount</b>	<b>Required Expenditure</b>	<b>Budget Impact</b>	<b>Budget Balance</b>
\$1,800,000	\$1,301,966.82	\$1,301,966.82	\$498,033.18
<b>Budget Explanation:</b>			
\$1,800,000 is a combination of the Phase 4 and Phase 5 PWTF Loan PC08-951-005 money budgeted for in 2010. Acctn: 402.040.035.594.35.63.05(PWTF Loan PC08-951-005)			
Contract Amount: \$1,132,145.06			
10% Contingency: \$113,214.51			
5% Const. Eng: \$56,607.25			
Total: \$1,301,966.82			

**COMMITTEE/BOARD REVIEW:**

**Subcommittee Review Date:** Community Development Committee - 18 Oct 2010

**Commission/Board Review Date:** -

**Hearing Examiner Date:**

**COUNCIL ACTION:**

**Workshop Date(s):** \_\_\_\_\_ **Public Hearing Date(s):** \_\_\_\_\_

**Meeting Date(s):** \_\_\_\_\_ **Tabled To Date:** \_\_\_\_\_

**Signatures:**

Director Authorization	Mayor	Date City Attorney Reviewed
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# Action Item #3

## COMMUNITY DEVELOPMENT COMMITTEE

DATE: October 18, 2010

ORIGINATOR: John Woodcock

TITLE: City Engineer

SUBJECT: Motion to Award Angeline Road Force Main Replacement Contract to Archer Construction Inc.

This project is part of PWTF Loan Sewer Replacement Project. The Public Works Board approved to include this project as part of the contract scope of work on July 15, 2010.

The City received 21 bids and Archer Construction is the apparent low bidder with the bid of \$1,132,145.06. The engineers estimate was \$1,652,990.03. After meeting with contractor, PW staff has determined that their bid proposal is consistent with the requirements of the contract and bid specifications.

Resolution 2079 requests authorization from the City Council for the Mayor to award the contract to Archer Construction Inc. This request includes 10% (\$113,214.51) for contingencies and 5% (\$56,607.25) for construction engineering.

ORDINANCE/RESOLUTION: 2079

REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE  
FINANCE DIRECTOR \_\_\_\_\_  
CITY ATTORNEY \_\_\_\_\_

<u>2010 Budget Amount</u>	<u>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
\$1,800,000	\$1,800,000	\$1,301,966.82	\$498,033.18

Explanation:

\$1,800,000 is a combination of the Phase 4 and Phase 5 PWTF Loan PC08-951-005 money budgeted for in 2010. Acct: 402.040.035.594.35.63.05(PWTF Loan PC08-951-005)

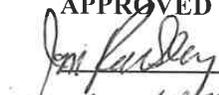
Contract Amount: \$1,132,145.06

10% Contingency: \$113,214.51

5% Const. Eng: \$56,607.25

Total: \$1,301,966.82

COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	10-18-10		_____
Randy McKibbin	10-18-10		_____
Donn Lewis	10-18-10		_____

COMMITTEE COMMENTS: \_\_\_\_\_

COMMITTEE'S RECOMMENDATION TO FORWARD TO:  
CITY CLERK  
CITY ATTORNEY

Please schedule for City Council Meeting date of: October 26, 2010

Consent Agenda:  Yes  No

**City of Bonney Lake, Washington  
City Council Agenda Bill (C.A.B.) Approval Form**

<b><u>Department / Staff Contact:</u></b> PW / John Woodcock	<b><u>Workshop / Meeting Date:</u></b> 26 Oct 2010	<b><u>Agenda Bill Number:</u></b> AB10-165
<b><u>Ordinance Number:</u></b>	<b><u>Resolution Number:</u></b> 2079	<b><u>Councilmember Sponsor:</u></b> James Rackley

**Agenda Subject:** Angeline Road Force Main Replacement Project

**Proposed Motion:** Motion to Award Angeline Road Force Main Replacement Contract to Archer Construction Inc.

**Administrative Recommendation:**

**Background Summary:** This project is part of PWTf Loan Sewer Replacement Project. The Public Works Board approved to include this project as part of the contract scope of work on July 15, 2010.

The City recived 21 bids and Archer Construction is the apparent low bidder with the bid of \$1,132,145.06. The engineers estimate was \$1,652,990.03. After meeting with contractor, PW staff has determined that their bid proposal is consistent with the requirements of the contract and bid specifications.

Resolution 2079 requests authorization from the City Council for the Mayor to award the contract to Archer Construction Inc. This request includes 10% (\$113,214.51) for contingencies and 5% (\$56,607.25) for construction engineering.

ATTACHMENTS: Resoultion, Bid tabulation sheet, Contract, and Contract location

<b><u>BUDGET INFORMATION:</u></b>			
<b>Budget Amount</b>	<b>Required Expenditure</b>	<b>Budget Impact</b>	<b>Budget Balance</b>
\$1,800,000	\$1,301,966.82	\$1,301,966.82	\$498,033.18
<b>Budget Explanation:</b>			
\$1,800,000 is a combination of the Phase 4 and Phase 5 PWTf Loan PC08-951-005 money budgeted for in 2010. Accont: 402.040.035.594.35.63.05(PWTf Loan PC08-951-005)			
Contract Amount: \$1,132,145.06			
10% Contingency: \$113,214.51			
5% Const. Eng: \$56,607.25			
Total: \$1,301,966.82			

**COMMITTEE/BOARD REVIEW:**

**Subcommittee Review Date:** Community Development Committee - 18 Oct 2010

**Commission/Board Review Date:** -

**Hearing Examiner Date:**

**COUNCIL ACTION:**

**Workshop Date(s):** \_\_\_\_\_ **Public Hearing Date(s):** \_\_\_\_\_

**Meeting Date(s):** \_\_\_\_\_ **Tabled To Date:** \_\_\_\_\_

**Signatures:**

Director Authorization 	Mayor	Date City Attorney Reviewed
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**RESOLUTION NO. 2079**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDED THE ANGELINE ROAD FORCE MAIN REPLACEMENT PROJECT TO ARCHER CONSTRUCTION INC.**

**WHEREAS**, the City Council approved the contract with Parametrix Inc. for design of the Angeline Road Force Main Replacement Project; and

**WHEREAS**, the City advertised the Angeline Road Force Main Replacement Project and opened bids on October 13, 2010 and has determined the lowest responsible bid for this contract was received from Archer Construction Inc.; and

**WHEREAS**, the City Council adopted this project as part of the Sewer Trunk Line Improvements Program in the Sewer CIP budget for construction in 2010; and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Archer Construction Inc. in the amount of \$1,132,145.06, which includes tax.

**BE IT FURTHER RESOLVED** that the City of Bonney Lake Council does hereby authorize a 10% Construction Contingency (\$113,214.51) amount based on the contract bid amount as well as a 5% Construction Engineering (\$56,607.25) amount based on the contract bid.

**PASSED** by the City Council this 26th day of October, 2010.

\_\_\_\_\_  
Neil Johnson, Jr., Mayor

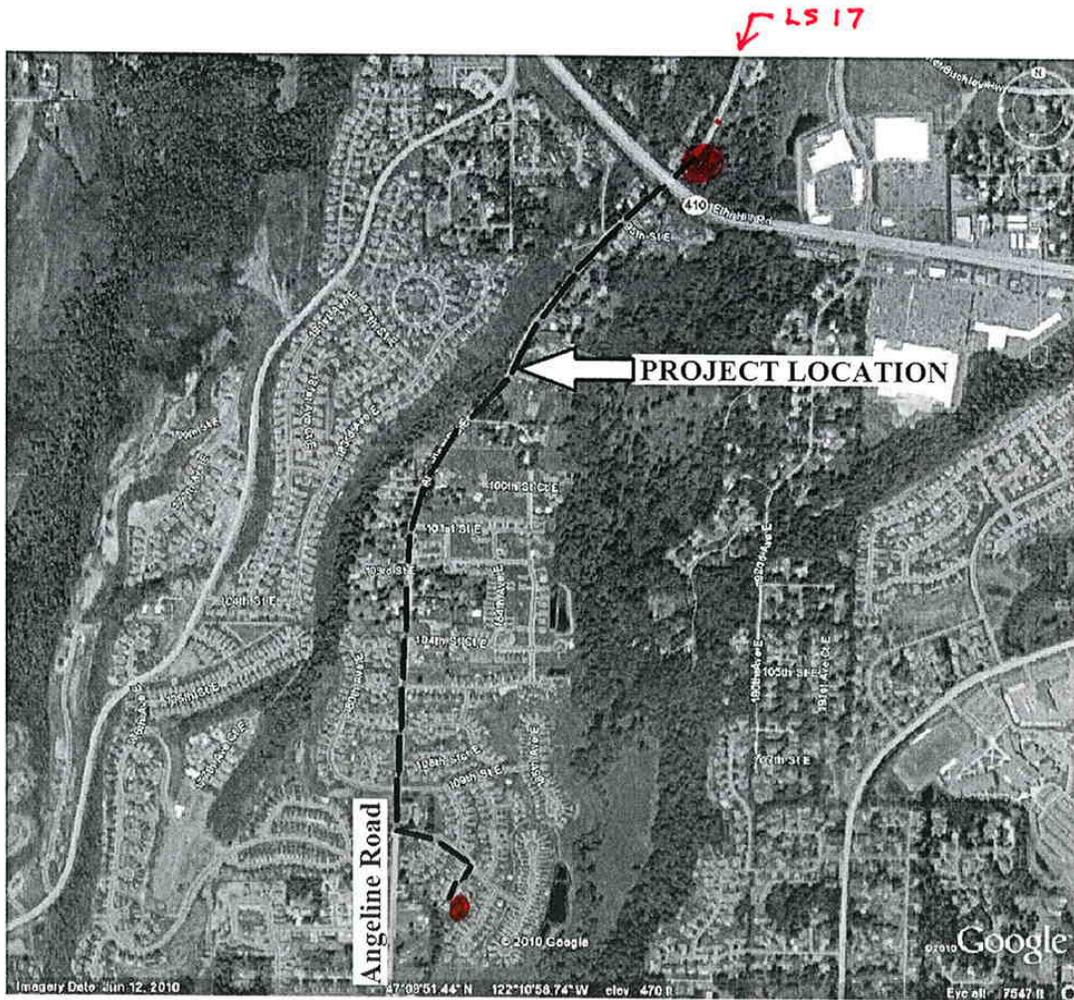
ATTEST:

\_\_\_\_\_  
Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James Dionne, City Attorney

# ANGELINE ROAD FORCE MAIN REPLACEMENT PROJECT BONNEY LAKE, WA



VICINITY MAP 

October 18, 2010

City of Bonney Lake  
 Angeline Road Force Main Replacement  
 10/13/2010

Bid	SCHEDULE A- Force Main Replacement			Engineers Estimate		Archer Construction	
No.	Units	Description of Item	Qty	Unit Price	Total	Unit Price	Total
1	Eq.Adj.	Minor Changes	1	\$ 10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
2	LS	Project Surveying	1	\$ 8,000.00	\$ 8,000.00	\$12,500.00	\$ 12,500.00
3	LS	Property Restoration	1	\$ 15,000.00	\$ 15,000.00	\$6,000.00	\$ 6,000.00
4	LS	SPCC Plan	1	\$ 2,000.00	\$ 2,000.00	\$350.00	\$ 350.00
5	LS	Mobilization	1	\$ 100,000.00	\$ 100,000.00	\$61,750.00	\$ 61,750.00
6	LS	Project Temporary Traffic Control	1	\$ 10,000.00	\$ 10,000.00	\$4,500.00	\$ 4,500.00
7	HR	Flaggers and Spotters	1000	\$ 45.00	\$ 45,000.00	\$44.00	\$ 44,000.00
8	LS	Removal of Structures and Obstructions	1	\$ 6,000.00	\$ 6,000.00	\$9,500.00	\$ 9,500.00
9	LF	Remove Curb and Gutter	250	\$ 10.00	\$ 2,500.00	\$3.00	\$ 750.00
10	SY	Remove Sidewalk	865	\$ 15.00	\$ 12,975.00	\$2.55	\$ 2,205.75
11	SY	Remove Driveway	138	\$ 20.00	\$ 2,760.00	\$4.35	\$ 600.30
12	LF	Remove and Restore Fence	275	\$ 45.00	\$ 12,375.00	\$30.00	\$ 8,250.00
13	SY	Remove Flexible Pavement	7100	\$ 5.00	\$ 35,500.00	\$3.15	\$ 22,365.00
14	LF	Remove/Abandon Exist. 10 In. Diam. Force Main	7555	\$ 8.00	\$ 60,440.00	\$4.00	\$ 30,220.00
15	EA	Remove/Abandon Existing Force Main Pig	6	\$ 1,000.00	\$ 6,000.00	\$1,260.00	\$ 7,560.00
16	EA	Remove Existing ARV and Chamber	1	\$ 1,000.00	\$ 1,000.00	\$1,300.00	\$ 1,300.00
17	EA	Potholing	15	\$ 400.00	\$ 6,000.00	\$300.00	\$ 4,500.00
18	LS	Shoring or Extra Excavation Class B	1	\$ 20,000.00	\$ 20,000.00	\$1,300.00	\$ 1,300.00
19	TONS	Asphalt Cold Patch	1200	\$ 100.00	\$ 120,000.00	\$69.00	\$ 82,800.00
20	EA	Manhole 48 In. Diam. Type 1	2	\$ 4,000.00	\$ 8,000.00	\$2,100.00	\$ 4,200.00
21	EA	Remove Existing Catch Basin	2	\$ 800.00	\$ 1,600.00	\$150.00	\$ 300.00
22	CY	CDF Backfill	30	\$ 100.00	\$ 3,000.00	\$80.00	\$ 2,400.00
23	TONS	Trench Backfill	3600	\$ 15.00	\$ 54,000.00	\$11.45	\$ 41,220.00
24	CY	Extra Excavation Incl. Haul	185	\$ 30.00	\$ 5,550.00	\$9.00	\$ 1,665.00
25	TONS	Foundation Material	350	\$ 30.00	\$ 10,500.00	\$14.50	\$ 5,075.00
26	EA	4 In. Blowoff Valve Assembly	3	\$ 2,000.00	\$ 6,000.00	\$2,800.00	\$ 8,400.00
27	EA	4 In. Vacuum Relief Valve and Chamber	3	\$ 5,000.00	\$ 15,000.00	\$8,250.00	\$ 24,750.00
28	EA	2 In. Air Release Valve and Chamber	2	\$ 3,500.00	\$ 7,000.00	\$9,100.00	\$ 18,200.00
29	EA	2 In. Air Rel. and 4 In. Vac. Valve Combined	1	\$ 6,000.00	\$ 6,000.00	\$14,535.00	\$ 14,535.00
30	LF	PVC Sanitary Sewer Force Main 10 In. Diam.	7355	\$ 45.00	\$ 330,975.00	\$22.10	\$ 162,545.50
31	LF	PVC Sanitary Sewer Pipe 10 In. Diam.	200	\$ 55.00	\$ 11,000.00	\$37.80	\$ 7,560.00
32	EA	Pipe Pig Launch Assembly	3	\$ 5,000.00	\$ 15,000.00	\$6,800.00	\$ 20,400.00
33	LS	Temporary Bypass Piping System	1	\$ 15,000.00	\$ 15,000.00	\$43,000.00	\$ 43,000.00
34	LS	Erosion/Water Pollution Control	1	\$ 5,500.00	\$ 5,500.00	\$4,500.00	\$ 4,500.00
35	CY	Topsoil Type A	50	\$ 30.00	\$ 1,500.00	\$33.75	\$ 1,687.50
36	SY	Sod Installation	450	\$ 15.00	\$ 6,750.00	\$4.50	\$ 2,025.00
Construction Cost: Schedule A.....					\$ 977,925.00		\$ 672,914.05
WSST @ 9.3%.....					\$ 90,947.03		\$ 62,581.01
Total Cost Schedule A - Including WSST.....					\$ 1,068,872.03		\$ 735,495.06

Bid	SCHEDULE B- Angeline Road Restoration			Engineers Estimate		Archer Construction	
No.	Units	Description of Item	Qty	Unit Price	Total	Unit Price	Total
1	CY	Roadway Excavation Incl. Haul	400	\$ 15.00	\$ 6,000.00	\$25.00	\$ 10,000.00
2	SY	Remove Flexible Pavement	8450	\$ 5.00	\$ 42,250.00	\$3.00	\$ 25,350.00
3	TONS	Crushed Surfacing Top Course	1460	\$ 22.00	\$ 32,120.00	\$12.60	\$ 18,396.00
4	TONS	Crushed Surfacing Base Course	4400	\$ 22.00	\$ 96,800.00	\$12.60	\$ 55,440.00
5	TONS	HMA Cl. 1/2 In. PG 64-22	2450	\$ 100.00	\$ 245,000.00	\$82.25	\$ 201,512.50
6	LF	Solid Wall PVC Storm Sewer Pipe 12 In. Diam.	1138	\$ 40.00	\$ 45,520.00	\$15.00	\$ 17,070.00
7	EA	Catch Basin Type 1 (see note below)	9	\$ 800.00	\$ 7,200.00	\$850.00	\$ 7,650.00
8	EA	Adjust Existing Manhole to Grade (see note below)	14	\$ 300.00	\$ 4,200.00	\$300.00	\$ 4,200.00
9	EA	Adjust Existing Valve Box to Grade	17	\$ 100.00	\$ 1,700.00	\$300.00	\$ 5,100.00
10	LF	Cement Conc. Traffic Curb and Gutter	1340	\$ 25.00	\$ 33,500.00	\$12.10	\$ 16,214.00
11	SY	Cement Conc. Driveway	140	\$ 100.00	\$ 14,000.00	\$40.00	\$ 5,600.00
12	SY	Cement Conc. Sidewalk	770	\$ 50.00	\$ 38,500.00	\$22.75	\$ 17,517.50
13	EA	Cement Conc. Curb Ramp Type 2	8	\$ 1,000.00	\$ 8,000.00	\$1,000.00	\$ 8,000.00
14	LF	Paint Line	17600	\$ 0.50	\$ 8,800.00	\$0.20	\$ 3,520.00
15	LF	Painted Crosswalk Line	240	\$ 2.00	\$ 480.00	\$3.50	\$ 840.00
16	LF	Plastic Stop Line	24	\$ 2.00	\$ 48.00	\$10.00	\$ 240.00
Construction Cost: Schedule B .....					\$ 584,118.00		\$ 396,650.00
Sub Total: Schedule A + B .....					\$ 1,562,043.00		\$ 1,069,564.05
SCHEDULE A WSST @ 9.3%.....					\$ 90,947.03		\$ 62,581.01
Total Cost Schedule A + B Including WSST.....					\$ 1,652,990.03		\$ 1,132,145.06

City of Bonney Lake  
 Angeline Road Force Main Replacement  
 10/13/2010

SCI		Johansen Excavating		Jennings NW LLC		Santana Excavating	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$1,000.00	\$ 1,000.00
\$1,000.00	\$ 1,000.00	\$7,000.00	\$ 7,000.00	\$13,000.00	\$ 13,000.00	\$8,500.00	\$ 8,500.00
\$4,000.00	\$ 4,000.00	\$4,700.00	\$ 4,700.00	\$6,000.00	\$ 6,000.00	\$6,000.00	\$ 6,000.00
\$500.00	\$ 500.00	\$945.00	\$ 945.00	\$1,000.00	\$ 1,000.00	\$3,000.00	\$ 3,000.00
\$10,000.00	\$ 10,000.00	\$41,750.00	\$ 41,750.00	\$120,500.00	\$ 120,500.00	\$95,000.00	\$ 95,000.00
\$500.00	\$ 500.00	\$16,000.00	\$ 16,000.00	\$5,800.00	\$ 5,800.00	\$14,000.00	\$ 14,000.00
\$43.00	\$ 43,000.00	\$42.00	\$ 42,000.00	\$45.00	\$ 45,000.00	\$50.00	\$ 50,000.00
\$1.00	\$ 1.00	\$1,650.00	\$ 1,650.00	\$4,000.00	\$ 4,000.00	\$6,500.00	\$ 6,500.00
\$5.50	\$ 1,375.00	\$5.35	\$ 1,337.50	\$4.00	\$ 1,000.00	\$1.00	\$ 250.00
\$8.00	\$ 6,920.00	\$6.65	\$ 5,752.25	\$5.00	\$ 4,325.00	\$3.20	\$ 2,768.00
\$9.00	\$ 1,242.00	\$7.50	\$ 1,035.00	\$5.00	\$ 690.00	\$3.80	\$ 524.40
\$27.00	\$ 7,425.00	\$16.00	\$ 4,400.00	\$12.00	\$ 3,300.00	\$23.00	\$ 6,325.00
\$2.25	\$ 15,975.00	\$3.65	\$ 25,915.00	\$1.35	\$ 9,585.00	\$3.06	\$ 21,726.00
\$2.85	\$ 21,531.75	\$3.50	\$ 26,442.50	\$2.00	\$ 15,110.00	\$3.37	\$ 25,460.35
\$500.00	\$ 3,000.00	\$425.00	\$ 2,550.00	\$600.00	\$ 3,600.00	\$280.00	\$ 1,680.00
\$1,500.00	\$ 1,500.00	\$425.00	\$ 425.00	\$600.00	\$ 600.00	\$280.00	\$ 280.00
\$300.00	\$ 4,500.00	\$325.00	\$ 4,875.00	\$180.00	\$ 2,700.00	\$600.00	\$ 9,000.00
\$4,000.00	\$ 4,000.00	\$4,300.00	\$ 4,300.00	\$5,000.00	\$ 5,000.00	\$1,000.00	\$ 1,000.00
\$100.00	\$ 120,000.00	\$112.00	\$ 134,400.00	\$1.00	\$ 1,200.00	\$78.00	\$ 93,600.00
\$2,300.00	\$ 4,600.00	\$2,265.00	\$ 4,530.00	\$2,000.00	\$ 4,000.00	\$2,127.00	\$ 4,254.00
\$300.00	\$ 600.00	\$115.00	\$ 230.00	\$225.00	\$ 450.00	\$280.00	\$ 560.00
\$120.00	\$ 3,600.00	\$110.00	\$ 3,300.00	\$80.00	\$ 2,400.00	\$180.00	\$ 5,400.00
\$1.00	\$ 3,600.00	\$9.00	\$ 32,400.00	\$9.00	\$ 32,400.00	\$10.00	\$ 36,000.00
\$12.50	\$ 2,312.50	\$10.50	\$ 1,942.50	\$19.00	\$ 3,515.00	\$84.00	\$ 15,540.00
\$15.00	\$ 5,250.00	\$16.50	\$ 5,775.00	\$22.00	\$ 7,700.00	\$11.00	\$ 3,850.00
\$1,750.00	\$ 5,250.00	\$2,875.00	\$ 8,625.00	\$2,500.00	\$ 7,500.00	\$2,885.00	\$ 8,655.00
\$5,800.00	\$ 17,400.00	\$8,000.00	\$ 24,000.00	\$8,000.00	\$ 24,000.00	\$6,650.00	\$ 19,950.00
\$8,300.00	\$ 16,600.00	\$6,300.00	\$ 12,600.00	\$9,000.00	\$ 18,000.00	\$11,418.00	\$ 22,836.00
\$10,500.00	\$ 10,500.00	\$13,600.00	\$ 13,600.00	\$13,000.00	\$ 13,000.00	\$20,000.00	\$ 20,000.00
\$35.50	\$ 261,102.50	\$24.00	\$ 176,520.00	\$44.60	\$ 328,033.00	\$24.75	\$ 182,036.25
\$47.50	\$ 9,500.00	\$27.00	\$ 5,400.00	\$45.00	\$ 9,000.00	\$46.00	\$ 9,200.00
\$7,600.00	\$ 22,800.00	\$5,400.00	\$ 16,200.00	\$6,000.00	\$ 18,000.00	\$8,215.00	\$ 24,645.00
\$23,500.00	\$ 23,500.00	\$47,800.00	\$ 47,800.00	\$38,000.00	\$ 38,000.00	\$38,000.00	\$ 38,000.00
\$4,000.00	\$ 4,000.00	\$20,000.00	\$ 20,000.00	\$8,000.00	\$ 8,000.00	\$19,000.00	\$ 19,000.00
\$35.00	\$ 1,750.00	\$21.50	\$ 1,075.00	\$40.00	\$ 2,000.00	\$31.00	\$ 1,550.00
\$6.00	\$ 2,700.00	\$12.00	\$ 5,400.00	\$4.50	\$ 2,025.00	\$7.00	\$ 3,150.00
	\$ 651,534.75		\$ 714,874.75		\$ 770,433.00		\$ 761,240.00
	\$ 60,592.73		\$ 66,483.35		\$ 71,650.27		\$ 70,795.32
	\$ 712,127.48		\$ 781,358.10		\$ 842,083.27		\$ 832,035.32
SCI		Johansen Excavating		Jennings NW LLC		Santana Excavating	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$25.00	\$ 10,000.00	\$21.50	\$ 8,600.00	\$9.00	\$ 3,600.00	\$10.00	\$ 4,000.00
\$2.80	\$ 23,660.00	\$1.80	\$ 15,210.00	\$2.50	\$ 21,125.00	\$3.06	\$ 25,857.00
\$16.70	\$ 24,382.00	\$15.00	\$ 21,900.00	\$14.00	\$ 20,440.00	\$15.80	\$ 23,068.00
\$16.70	\$ 73,480.00	\$12.45	\$ 54,780.00	\$12.50	\$ 55,000.00	\$15.50	\$ 68,200.00
\$77.00	\$ 188,650.00	\$78.00	\$ 191,100.00	\$80.00	\$ 196,000.00	\$86.00	\$ 210,700.00
\$48.50	\$ 55,193.00	\$24.00	\$ 27,312.00	\$19.00	\$ 21,622.00	\$35.00	\$ 39,830.00
\$800.00	\$ 7,200.00	\$900.00	\$ 8,100.00	\$850.00	\$ 7,650.00	\$832.00	\$ 7,488.00
\$385.00	\$ 5,390.00	\$410.00	\$ 5,740.00	\$600.00	\$ 8,400.00	\$425.00	\$ 5,950.00
\$190.00	\$ 3,230.00	\$310.00	\$ 5,270.00	\$500.00	\$ 8,500.00	\$200.00	\$ 3,400.00
\$15.70	\$ 21,038.00	\$10.00	\$ 13,400.00	\$11.00	\$ 14,740.00	\$12.00	\$ 16,080.00
\$27.00	\$ 3,780.00	\$67.80	\$ 9,492.00	\$28.00	\$ 3,920.00	\$31.86	\$ 4,460.40
\$22.00	\$ 16,940.00	\$31.00	\$ 23,870.00	\$27.00	\$ 20,790.00	\$20.00	\$ 15,400.00
\$1,100.00	\$ 8,800.00	\$1,435.00	\$ 11,480.00	\$1,000.00	\$ 8,000.00	\$782.00	\$ 6,256.00
\$0.25	\$ 4,400.00	\$0.22	\$ 3,872.00	\$0.20	\$ 3,520.00	\$0.21	\$ 3,696.00
\$5.50	\$ 1,320.00	\$5.35	\$ 1,284.00	\$6.00	\$ 1,440.00	\$4.24	\$ 1,017.60
\$24.00	\$ 576.00	\$24.80	\$ 595.20	\$11.00	\$ 264.00	\$12.10	\$ 290.40
	\$ 448,039.00		\$ 402,005.20		\$ 395,011.00		\$ 435,693.40
	\$ 1,099,573.75		\$ 1,116,879.95		\$ 1,165,444.00		\$ 1,196,933.40
	\$ 60,592.73		\$ 66,483.35		\$ 71,650.27		\$ 70,795.32
	\$ 1,160,166.48		\$ 1,183,363.30		\$ 1,237,094.27		\$ 1,267,728.72

City of Bonney Lake  
 Angeline Road Force Main Replacement  
 10/13/2010

DPK Inc.		Titan Earthwork		RW Scott Construction		RC Northwest	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
\$7,000.00	\$ 7,000.00	\$6,600.00	\$ 6,600.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
\$7,500.00	\$ 7,500.00	\$9,900.00	\$ 9,900.00	\$15,000.00	\$ 15,000.00	\$18,900.00	\$ 18,900.00
\$500.00	\$ 500.00	\$278.00	\$ 278.00	\$750.00	\$ 750.00	\$1,100.00	\$ 1,100.00
\$105,000.00	\$ 105,000.00	\$83,000.00	\$ 83,000.00	\$83,000.00	\$ 83,000.00	\$60,000.00	\$ 60,000.00
\$10,000.00	\$ 10,000.00	\$1,000.00	\$ 1,000.00	\$11,700.00	\$ 11,700.00	\$16,000.00	\$ 16,000.00
\$40.00	\$ 40,000.00	\$44.00	\$ 44,000.00	\$40.00	\$ 40,000.00	\$39.00	\$ 39,000.00
\$3,000.00	\$ 3,000.00	\$3,800.00	\$ 3,800.00	\$7,500.00	\$ 7,500.00	\$39,200.00	\$ 39,200.00
\$3.00	\$ 750.00	\$5.00	\$ 1,250.00	\$6.00	\$ 1,500.00	\$3.50	\$ 875.00
\$3.00	\$ 2,595.00	\$6.00	\$ 5,190.00	\$6.00	\$ 5,190.00	\$6.25	\$ 5,406.25
\$3.00	\$ 414.00	\$12.00	\$ 1,656.00	\$6.00	\$ 828.00	\$7.50	\$ 1,035.00
\$27.00	\$ 7,425.00	\$31.00	\$ 8,525.00	\$18.00	\$ 4,950.00	\$20.00	\$ 5,500.00
\$3.00	\$ 21,300.00	\$3.00	\$ 21,300.00	\$3.50	\$ 24,850.00	\$4.75	\$ 33,725.00
\$3.00	\$ 22,665.00	\$4.00	\$ 30,220.00	\$7.00	\$ 52,885.00	\$6.00	\$ 45,330.00
\$1,200.00	\$ 7,200.00	\$550.00	\$ 3,300.00	\$750.00	\$ 4,500.00	\$725.00	\$ 4,350.00
\$1,200.00	\$ 1,200.00	\$500.00	\$ 500.00	\$1,000.00	\$ 1,000.00	\$600.00	\$ 600.00
\$350.00	\$ 5,250.00	\$365.00	\$ 5,475.00	\$300.00	\$ 4,500.00	\$340.00	\$ 5,100.00
\$5,000.00	\$ 5,000.00	\$3,200.00	\$ 3,200.00	\$5,000.00	\$ 5,000.00	\$3,800.00	\$ 3,800.00
\$51.00	\$ 61,200.00	\$33.00	\$ 39,600.00	\$90.00	\$ 108,000.00	\$90.00	\$ 108,000.00
\$2,000.00	\$ 4,000.00	\$2,450.00	\$ 4,900.00	\$3,000.00	\$ 6,000.00	\$2,600.00	\$ 5,200.00
\$200.00	\$ 400.00	\$75.00	\$ 150.00	\$400.00	\$ 800.00	\$160.00	\$ 320.00
\$75.00	\$ 2,250.00	\$88.00	\$ 2,640.00	\$150.00	\$ 4,500.00	\$81.00	\$ 2,430.00
\$0.01	\$ 36.00	\$22.00	\$ 79,200.00	\$18.00	\$ 64,800.00	\$7.00	\$ 25,200.00
\$10.00	\$ 1,850.00	\$25.00	\$ 4,625.00	\$20.00	\$ 3,700.00	\$15.25	\$ 2,821.25
\$7.00	\$ 2,450.00	\$13.00	\$ 4,550.00	\$20.00	\$ 7,000.00	\$12.25	\$ 4,287.50
\$3,000.00	\$ 9,000.00	\$3,500.00	\$ 10,500.00	\$2,900.00	\$ 8,700.00	\$2,200.00	\$ 6,600.00
\$8,000.00	\$ 24,000.00	\$7,450.00	\$ 22,350.00	\$7,000.00	\$ 21,000.00	\$6,900.00	\$ 20,700.00
\$10,000.00	\$ 20,000.00	\$7,900.00	\$ 15,800.00	\$8,000.00	\$ 16,000.00	\$8,100.00	\$ 16,200.00
\$16,000.00	\$ 16,000.00	\$13,600.00	\$ 13,600.00	\$18,000.00	\$ 18,000.00	\$11,750.00	\$ 11,750.00
\$42.00	\$ 308,910.00	\$32.00	\$ 235,360.00	\$30.00	\$ 220,650.00	\$37.50	\$ 275,812.50
\$42.00	\$ 8,400.00	\$47.00	\$ 9,400.00	\$40.00	\$ 8,000.00	\$38.00	\$ 7,600.00
\$8,000.00	\$ 24,000.00	\$6,400.00	\$ 19,200.00	\$6,800.00	\$ 20,400.00	\$6,325.00	\$ 18,975.00
\$30,000.00	\$ 30,000.00	\$46,000.00	\$ 46,000.00	\$25,000.00	\$ 25,000.00	\$19,200.00	\$ 19,200.00
\$7,000.00	\$ 7,000.00	\$6,400.00	\$ 6,400.00	\$15,000.00	\$ 15,000.00	\$12,700.00	\$ 12,700.00
\$50.00	\$ 2,500.00	\$42.00	\$ 2,100.00	\$50.00	\$ 2,500.00	\$28.00	\$ 1,400.00
\$5.00	\$ 2,250.00	\$5.50	\$ 2,475.00	\$5.00	\$ 2,250.00	\$6.50	\$ 2,925.00
	\$ 781,045.00		\$ 758,044.00		\$ 835,453.00		\$ 842,042.50
	\$ 72,637.19		\$ 70,498.09		\$ 77,697.13		\$ 78,309.95
	\$ 853,682.19		\$ 828,542.09		\$ 913,150.13		\$ 920,352.45
DPK Inc.		Titan Earthwork		RW Scott Construction		RC Northwest	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$10.00	\$ 4,000.00	\$30.00	\$ 12,000.00	\$20.00	\$ 8,000.00	\$15.25	\$ 6,100.00
\$5.00	\$ 42,250.00	\$3.75	\$ 31,687.50	\$3.00	\$ 25,350.00	\$4.75	\$ 40,137.50
\$18.00	\$ 26,280.00	\$20.00	\$ 29,200.00	\$17.00	\$ 24,820.00	\$20.75	\$ 30,295.00
\$16.00	\$ 70,400.00	\$18.00	\$ 79,200.00	\$17.00	\$ 74,800.00	\$17.00	\$ 74,800.00
\$95.00	\$ 232,750.00	\$102.00	\$ 249,900.00	\$76.00	\$ 186,200.00	\$73.00	\$ 178,850.00
\$35.00	\$ 39,830.00	\$26.00	\$ 29,588.00	\$32.00	\$ 36,416.00	\$32.00	\$ 36,416.00
\$900.00	\$ 8,100.00	\$950.00	\$ 8,550.00	\$800.00	\$ 7,200.00	\$850.00	\$ 7,650.00
\$450.00	\$ 6,300.00	\$250.00	\$ 3,500.00	\$500.00	\$ 7,000.00	\$340.00	\$ 4,760.00
\$400.00	\$ 6,800.00	\$300.00	\$ 5,100.00	\$300.00	\$ 5,100.00	\$200.00	\$ 3,400.00
\$10.00	\$ 13,400.00	\$14.00	\$ 18,760.00	\$15.00	\$ 20,100.00	\$13.00	\$ 17,420.00
\$27.00	\$ 3,780.00	\$27.00	\$ 3,780.00	\$30.00	\$ 4,200.00	\$26.50	\$ 3,710.00
\$17.00	\$ 13,090.00	\$24.00	\$ 18,480.00	\$22.00	\$ 16,940.00	\$16.50	\$ 12,705.00
\$650.00	\$ 5,200.00	\$1,000.00	\$ 8,000.00	\$800.00	\$ 6,400.00	\$650.00	\$ 5,200.00
\$0.17	\$ 2,992.00	\$0.25	\$ 4,400.00	\$0.17	\$ 2,992.00	\$0.17	\$ 2,992.00
\$3.50	\$ 840.00	\$6.00	\$ 1,440.00	\$5.00	\$ 1,200.00	\$3.50	\$ 840.00
\$10.00	\$ 240.00	\$9.00	\$ 216.00	\$10.00	\$ 240.00	\$10.00	\$ 240.00
	\$ 476,252.00		\$ 503,801.50		\$ 426,958.00		\$ 425,515.50
	\$ 1,257,297.00		\$ 1,261,845.50		\$ 1,262,411.00		\$ 1,267,558.00
	\$ 72,637.19		\$ 70,498.09		\$ 77,697.13		\$ 78,309.95
	\$ 1,329,934.19		\$ 1,332,343.59		\$ 1,340,108.13		\$ 1,345,867.95

City of Bonney Lake  
 Angeline Road Force Main Replacement  
 10/13/2010

Stan Palmer		Rodarte Construction		Construct Co.		I & E Construction	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
\$7,000.00	\$ 7,000.00	\$8,500.00	\$ 8,500.00	\$3,290.00	\$ 3,290.00	\$14,000.00	\$ 14,000.00
\$5,000.00	\$ 5,000.00	\$7,500.00	\$ 7,500.00	\$1,800.00	\$ 1,800.00	\$15,000.00	\$ 15,000.00
\$1,000.00	\$ 1,000.00	\$250.00	\$ 250.00	\$500.00	\$ 500.00	\$1,000.00	\$ 1,000.00
\$50,000.00	\$ 50,000.00	\$61,000.00	\$ 61,000.00	\$90,000.00	\$ 90,000.00	\$120,000.00	\$ 120,000.00
\$30,000.00	\$ 30,000.00	\$2,500.00	\$ 2,500.00	\$15,000.00	\$ 15,000.00	\$3,000.00	\$ 3,000.00
\$51.00	\$ 51,000.00	\$45.00	\$ 45,000.00	\$50.00	\$ 50,000.00	\$5.00	\$ 5,000.00
\$1,000.00	\$ 1,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$20,000.00	\$ 20,000.00
\$12.00	\$ 3,000.00	\$6.00	\$ 1,500.00	\$12.00	\$ 3,000.00	\$10.00	\$ 2,500.00
\$8.00	\$ 6,920.00	\$11.00	\$ 9,515.00	\$9.50	\$ 8,217.50	\$5.00	\$ 4,325.00
\$8.00	\$ 1,104.00	\$11.00	\$ 1,518.00	\$10.00	\$ 1,380.00	\$14.00	\$ 1,932.00
\$30.00	\$ 8,250.00	\$28.00	\$ 7,700.00	\$37.00	\$ 10,175.00	\$30.00	\$ 8,250.00
\$5.50	\$ 39,050.00	\$6.00	\$ 42,600.00	\$5.00	\$ 35,500.00	\$4.60	\$ 32,660.00
\$6.00	\$ 45,330.00	\$2.50	\$ 18,887.50	\$3.50	\$ 26,442.50	\$2.65	\$ 20,020.75
\$350.00	\$ 2,100.00	\$40.00	\$ 240.00	\$800.00	\$ 4,800.00	\$500.00	\$ 3,000.00
\$1,500.00	\$ 1,500.00	\$450.00	\$ 450.00	\$800.00	\$ 800.00	\$1,500.00	\$ 1,500.00
\$400.00	\$ 6,000.00	\$350.00	\$ 5,250.00	\$150.00	\$ 2,250.00	\$700.00	\$ 10,500.00
\$10,000.00	\$ 10,000.00	\$200.00	\$ 200.00	\$1,500.00	\$ 1,500.00	\$4,500.00	\$ 4,500.00
\$80.00	\$ 96,000.00	\$85.00	\$ 102,000.00	\$100.00	\$ 120,000.00	\$51.00	\$ 61,200.00
\$1,800.00	\$ 3,600.00	\$2,200.00	\$ 4,400.00	\$2,200.00	\$ 4,400.00	\$2,000.00	\$ 4,000.00
\$450.00	\$ 900.00	\$240.00	\$ 480.00	\$80.00	\$ 160.00	\$1,000.00	\$ 2,000.00
\$110.00	\$ 3,300.00	\$150.00	\$ 4,500.00	\$70.00	\$ 2,100.00	\$120.00	\$ 3,600.00
\$13.50	\$ 48,600.00	\$10.00	\$ 36,000.00	\$7.50	\$ 27,000.00	\$8.90	\$ 32,040.00
\$15.00	\$ 2,775.00	\$20.00	\$ 3,700.00	\$11.00	\$ 2,035.00	\$36.00	\$ 6,660.00
\$20.00	\$ 7,000.00	\$17.00	\$ 5,950.00	\$17.00	\$ 5,950.00	\$26.00	\$ 9,100.00
\$3,000.00	\$ 9,000.00	\$2,500.00	\$ 7,500.00	\$1,600.00	\$ 4,800.00	\$2,700.00	\$ 8,100.00
\$6,500.00	\$ 19,500.00	\$5,000.00	\$ 15,000.00	\$5,600.00	\$ 16,800.00	\$8,400.00	\$ 25,200.00
\$6,200.00	\$ 12,400.00	\$7,500.00	\$ 15,000.00	\$3,700.00	\$ 7,400.00	\$10,500.00	\$ 21,000.00
\$11,000.00	\$ 11,000.00	\$14,000.00	\$ 14,000.00	\$6,600.00	\$ 6,600.00	\$15,800.00	\$ 15,800.00
\$32.00	\$ 235,360.00	\$45.00	\$ 330,975.00	\$43.00	\$ 316,265.00	\$34.30	\$ 252,276.50
\$32.00	\$ 6,400.00	\$55.00	\$ 11,000.00	\$40.00	\$ 8,000.00	\$80.00	\$ 16,000.00
\$5,500.00	\$ 16,500.00	\$6,000.00	\$ 18,000.00	\$6,100.00	\$ 18,300.00	\$540.00	\$ 1,620.00
\$50,000.00	\$ 50,000.00	\$20,000.00	\$ 20,000.00	\$56,000.00	\$ 56,000.00	\$55,000.00	\$ 55,000.00
\$5,500.00	\$ 5,500.00	\$10,000.00	\$ 10,000.00	\$4,400.00	\$ 4,400.00	\$10,000.00	\$ 10,000.00
\$33.00	\$ 1,650.00	\$30.00	\$ 1,500.00	\$25.00	\$ 1,250.00	\$90.00	\$ 4,500.00
\$22.00	\$ 9,900.00	\$8.00	\$ 3,600.00	\$5.50	\$ 2,475.00	\$12.00	\$ 5,400.00
	\$ 817,639.00		\$ 831,215.50		\$ 873,590.00		\$ 810,684.25
	\$ 76,040.43		\$ 77,303.04		\$ 81,243.87		\$ 75,393.64
	\$ 893,679.43		\$ 908,518.54		\$ 954,833.87		\$ 886,077.89
Stan Palmer		Rodarte Construction		Construct Co.		I & E Construction	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$14.00	\$ 5,600.00	\$12.00	\$ 4,800.00	\$10.00	\$ 4,000.00	\$50.00	\$ 20,000.00
\$5.50	\$ 46,475.00	\$4.50	\$ 38,025.00	\$2.00	\$ 16,900.00	\$2.60	\$ 21,970.00
\$23.00	\$ 33,580.00	\$17.00	\$ 24,820.00	\$17.00	\$ 24,820.00	\$21.25	\$ 31,025.00
\$19.00	\$ 83,600.00	\$16.00	\$ 70,400.00	\$16.00	\$ 70,400.00	\$18.50	\$ 81,400.00
\$78.00	\$ 191,100.00	\$73.00	\$ 178,850.00	\$73.00	\$ 178,850.00	\$83.00	\$ 203,350.00
\$27.00	\$ 30,726.00	\$35.00	\$ 39,830.00	\$28.00	\$ 31,864.00	\$38.00	\$ 43,244.00
\$1,000.00	\$ 9,000.00	\$900.00	\$ 8,100.00	\$1,000.00	\$ 9,000.00	\$800.00	\$ 7,200.00
\$260.00	\$ 3,640.00	\$225.00	\$ 3,150.00	\$800.00	\$ 11,200.00	\$450.00	\$ 6,300.00
\$210.00	\$ 3,570.00	\$225.00	\$ 3,825.00	\$200.00	\$ 3,400.00	\$290.00	\$ 4,930.00
\$14.00	\$ 18,760.00	\$19.00	\$ 25,460.00	\$15.00	\$ 20,100.00	\$10.00	\$ 13,400.00
\$32.00	\$ 4,480.00	\$65.00	\$ 9,100.00	\$36.00	\$ 5,040.00	\$61.00	\$ 8,540.00
\$21.00	\$ 16,170.00	\$42.00	\$ 32,340.00	\$26.00	\$ 20,020.00	\$36.00	\$ 27,720.00
\$1,000.00	\$ 8,000.00	\$750.00	\$ 6,000.00	\$900.00	\$ 7,200.00	\$1,250.00	\$ 10,000.00
\$0.40	\$ 7,040.00	\$0.25	\$ 4,400.00	\$0.17	\$ 2,992.00	\$0.23	\$ 4,048.00
\$8.00	\$ 1,920.00	\$5.50	\$ 1,320.00	\$3.50	\$ 840.00	\$5.80	\$ 1,392.00
\$10.00	\$ 240.00	\$25.00	\$ 600.00	\$10.00	\$ 240.00	\$27.00	\$ 648.00
	\$ 463,901.00		\$ 451,020.00		\$ 406,866.00		\$ 485,167.00
	\$ 1,281,540.00		\$ 1,282,235.50		\$ 1,280,456.00		\$ 1,295,851.25
	\$ 76,040.43		\$ 77,303.04		\$ 81,243.87		\$ 75,393.64
	\$ 1,357,580.43		\$ 1,359,538.54		\$ 1,361,699.87		\$ 1,371,244.89

City of Bonney Lake  
 Angeline Road Force Main Replacement  
 10/13/2010

Lloyd Enterprises		New West Development		WM Dickson		Pape & Sons	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
\$11,340.00	\$ 11,340.00	\$21,000.00	\$ 21,000.00	\$6,850.00	\$ 6,850.00	\$7,500.00	\$ 7,500.00
\$16,400.00	\$ 16,400.00	\$10,500.00	\$ 10,500.00	\$12,500.00	\$ 12,500.00	\$3,000.00	\$ 3,000.00
\$1,200.00	\$ 1,200.00	\$5,000.00	\$ 5,000.00	\$385.00	\$ 385.00	\$250.00	\$ 250.00
\$67,000.00	\$ 67,000.00	\$144,000.00	\$ 144,000.00	\$67,585.00	\$ 67,585.00	\$50,000.00	\$ 50,000.00
\$23,800.00	\$ 23,800.00	\$21,500.00	\$ 21,500.00	\$10,100.00	\$ 10,100.00	\$2,500.00	\$ 2,500.00
\$47.00	\$ 47,000.00	\$42.00	\$ 42,000.00	\$48.15	\$ 48,150.00	\$50.00	\$ 50,000.00
\$7,800.00	\$ 7,800.00	\$2,600.00	\$ 2,600.00	\$6,000.00	\$ 6,000.00	\$4,000.00	\$ 4,000.00
\$5.00	\$ 1,250.00	\$10.00	\$ 2,500.00	\$3.75	\$ 937.50	\$5.00	\$ 1,250.00
\$8.00	\$ 6,920.00	\$5.00	\$ 4,325.00	\$5.30	\$ 4,584.50	\$5.00	\$ 4,325.00
\$13.00	\$ 1,794.00	\$7.00	\$ 966.00	\$8.40	\$ 1,159.20	\$5.25	\$ 724.50
\$28.00	\$ 7,700.00	\$30.00	\$ 8,250.00	\$31.50	\$ 8,662.50	\$28.00	\$ 7,700.00
\$2.30	\$ 16,330.00	\$2.60	\$ 18,460.00	\$4.60	\$ 32,660.00	\$6.00	\$ 42,600.00
\$2.90	\$ 21,909.50	\$5.00	\$ 37,775.00	\$3.85	\$ 29,086.75	\$4.00	\$ 30,220.00
\$590.00	\$ 3,540.00	\$800.00	\$ 4,800.00	\$700.00	\$ 4,200.00	\$700.00	\$ 4,200.00
\$880.00	\$ 880.00	\$1,000.00	\$ 1,000.00	\$770.00	\$ 770.00	\$1,000.00	\$ 1,000.00
\$740.00	\$ 11,100.00	\$700.00	\$ 10,500.00	\$600.00	\$ 9,000.00	\$250.00	\$ 3,750.00
\$4,000.00	\$ 4,000.00	\$1,000.00	\$ 1,000.00	\$3,500.00	\$ 3,500.00	\$2,000.00	\$ 2,000.00
\$91.00	\$ 109,200.00	\$35.00	\$ 42,000.00	\$110.00	\$ 132,000.00	\$106.00	\$ 127,200.00
\$2,550.00	\$ 5,100.00	\$3,500.00	\$ 7,000.00	\$2,510.00	\$ 5,020.00	\$2,700.00	\$ 5,400.00
\$300.00	\$ 600.00	\$266.00	\$ 532.00	\$300.00	\$ 600.00	\$200.00	\$ 400.00
\$122.00	\$ 3,660.00	\$160.00	\$ 4,800.00	\$150.00	\$ 4,500.00	\$100.00	\$ 3,000.00
\$11.00	\$ 39,600.00	\$12.00	\$ 43,200.00	\$8.75	\$ 31,500.00	\$10.00	\$ 36,000.00
\$8.00	\$ 1,480.00	\$24.00	\$ 4,440.00	\$26.10	\$ 4,828.50	\$22.00	\$ 4,070.00
\$13.00	\$ 4,550.00	\$22.00	\$ 7,700.00	\$19.50	\$ 6,825.00	\$20.00	\$ 7,000.00
\$3,300.00	\$ 9,900.00	\$3,600.00	\$ 10,800.00	\$3,380.00	\$ 10,140.00	\$2,500.00	\$ 7,500.00
\$8,100.00	\$ 24,300.00	\$11,500.00	\$ 34,500.00	\$9,120.00	\$ 27,360.00	\$3,700.00	\$ 11,100.00
\$9,800.00	\$ 19,600.00	\$13,000.00	\$ 26,000.00	\$10,750.00	\$ 21,500.00	\$4,500.00	\$ 9,000.00
\$23,500.00	\$ 23,500.00	\$18,000.00	\$ 18,000.00	\$19,560.00	\$ 19,560.00	\$12,000.00	\$ 12,000.00
\$33.00	\$ 242,715.00	\$38.00	\$ 279,490.00	\$39.95	\$ 293,832.25	\$50.00	\$ 367,750.00
\$38.00	\$ 7,600.00	\$32.00	\$ 6,400.00	\$50.90	\$ 10,180.00	\$70.00	\$ 14,000.00
\$7,900.00	\$ 23,700.00	\$8,100.00	\$ 24,300.00	\$8,435.00	\$ 25,305.00	\$6,200.00	\$ 18,600.00
\$45,000.00	\$ 45,000.00	\$40,000.00	\$ 40,000.00	\$41,150.00	\$ 41,150.00	\$20,000.00	\$ 20,000.00
\$2,500.00	\$ 2,500.00	\$13,000.00	\$ 13,000.00	\$6,000.00	\$ 6,000.00	\$2,000.00	\$ 2,000.00
\$42.00	\$ 2,100.00	\$50.00	\$ 2,500.00	\$37.45	\$ 1,872.50	\$30.00	\$ 1,500.00
\$13.00	\$ 5,850.00	\$7.50	\$ 3,375.00	\$5.20	\$ 2,340.00	\$10.00	\$ 4,500.00
	\$ 830,918.50		\$ 914,213.00		\$ 900,643.70		\$ 876,039.50
	\$ 77,275.42		\$ 85,021.81		\$ 83,759.86		\$ 81,471.67
	\$ 908,193.92		\$ 999,234.81		\$ 984,403.56		\$ 957,511.17
Lloyd Enterprises		New West Development		WM Dickson		Pape & Sons	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$23.00	\$ 9,200.00	\$15.00	\$ 6,000.00	\$26.25	\$ 10,500.00	\$19.00	\$ 7,600.00
\$2.70	\$ 22,815.00	\$2.60	\$ 21,970.00	\$4.00	\$ 33,800.00	\$8.00	\$ 67,600.00
\$36.00	\$ 52,560.00	\$17.50	\$ 25,550.00	\$15.70	\$ 22,922.00	\$15.00	\$ 21,900.00
\$26.00	\$ 114,400.00	\$12.80	\$ 56,320.00	\$14.40	\$ 63,360.00	\$15.00	\$ 66,000.00
\$81.00	\$ 198,450.00	\$77.00	\$ 188,650.00	\$76.50	\$ 187,425.00	\$85.00	\$ 208,250.00
\$24.00	\$ 27,312.00	\$21.00	\$ 23,898.00	\$34.50	\$ 39,261.00	\$35.00	\$ 39,830.00
\$850.00	\$ 7,650.00	\$1,000.00	\$ 9,000.00	\$1,300.00	\$ 11,700.00	\$1,250.00	\$ 11,250.00
\$500.00	\$ 7,000.00	\$450.00	\$ 6,300.00	\$526.00	\$ 7,364.00	\$380.00	\$ 5,320.00
\$470.00	\$ 7,990.00	\$250.00	\$ 4,250.00	\$400.00	\$ 6,800.00	\$300.00	\$ 5,100.00
\$11.00	\$ 14,740.00	\$19.00	\$ 25,460.00	\$14.20	\$ 19,028.00	\$17.00	\$ 22,780.00
\$36.00	\$ 5,040.00	\$42.00	\$ 5,880.00	\$35.50	\$ 4,970.00	\$30.00	\$ 4,200.00
\$34.00	\$ 26,180.00	\$41.00	\$ 31,570.00	\$21.15	\$ 16,285.50	\$19.00	\$ 14,630.00
\$1,050.00	\$ 8,400.00	\$1,250.00	\$ 10,000.00	\$950.00	\$ 7,600.00	\$1,500.00	\$ 12,000.00
\$0.40	\$ 7,040.00	\$0.25	\$ 4,400.00	\$0.25	\$ 4,400.00	\$0.25	\$ 4,400.00
\$7.00	\$ 1,680.00	\$6.00	\$ 1,440.00	\$5.35	\$ 1,284.00	\$6.00	\$ 1,440.00
\$9.00	\$ 216.00	\$45.00	\$ 1,080.00	\$24.65	\$ 591.60	\$25.00	\$ 600.00
	\$ 510,673.00		\$ 421,768.00		\$ 437,291.10		\$ 492,900.00
	\$ 1,341,591.50		\$ 1,335,981.00		\$ 1,337,934.80		\$ 1,368,939.50
	\$ 77,275.42		\$ 85,021.81		\$ 83,759.86		\$ 81,471.67
	\$ 1,418,866.92		\$ 1,421,002.81		\$ 1,421,694.66		\$ 1,450,411.17

City of Bonney Lake  
 Angeline Road Force Main Replacement  
 10/13/2010

Kar-Vel Construction		Plats Plus Inc.		Bristol Construction		MidMountain	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
\$12,000.00	\$ 12,000.00	\$10,000.00	\$ 10,000.00	\$41,175.00	\$ 41,175.00	\$15,000.00	\$ 15,000.00
\$12,000.00	\$ 12,000.00	\$12,000.00	\$ 12,000.00	\$2,250.00	\$ 2,250.00	\$25,000.00	\$ 25,000.00
\$500.00	\$ 500.00	\$1,500.00	\$ 1,500.00	\$1,965.00	\$ 1,965.00	\$1,000.00	\$ 1,000.00
\$85,000.00	\$ 85,000.00	\$139,300.00	\$ 139,300.00	\$19,935.00	\$ 19,935.00	\$96,000.00	\$ 96,000.00
\$4,000.00	\$ 4,000.00	\$25,000.00	\$ 25,000.00	\$52,000.00	\$ 52,000.00	\$65,000.00	\$ 65,000.00
\$34.00	\$ 34,000.00	\$41.00	\$ 41,000.00	\$65.75	\$ 65,750.00	\$45.00	\$ 45,000.00
\$2,300.00	\$ 2,300.00	\$10,000.00	\$ 10,000.00	\$7,150.00	\$ 7,150.00	\$6,500.00	\$ 6,500.00
\$3.00	\$ 750.00	\$8.00	\$ 2,000.00	\$7.40	\$ 1,850.00	\$7.00	\$ 1,750.00
\$2.00	\$ 1,730.00	\$4.00	\$ 3,460.00	\$16.70	\$ 14,445.50	\$8.00	\$ 6,920.00
\$3.00	\$ 414.00	\$7.00	\$ 966.00	\$19.60	\$ 2,704.80	\$13.50	\$ 1,863.00
\$27.00	\$ 7,425.00	\$26.50	\$ 7,287.50	\$34.75	\$ 9,556.25	\$28.00	\$ 7,700.00
\$1.50	\$ 10,650.00	\$2.50	\$ 17,750.00	\$4.25	\$ 30,175.00	\$5.00	\$ 35,500.00
\$4.70	\$ 35,508.50	\$9.50	\$ 71,772.50	\$11.60	\$ 87,638.00	\$4.00	\$ 30,220.00
\$700.00	\$ 4,200.00	\$550.00	\$ 3,300.00	\$650.00	\$ 3,900.00	\$400.00	\$ 2,400.00
\$1,400.00	\$ 1,400.00	\$500.00	\$ 500.00	\$3,625.00	\$ 3,625.00	\$2,400.00	\$ 2,400.00
\$200.00	\$ 3,000.00	\$250.00	\$ 3,750.00	\$220.00	\$ 3,300.00	\$300.00	\$ 4,500.00
\$12,000.00	\$ 12,000.00	\$2,500.00	\$ 2,500.00	\$13,315.00	\$ 13,315.00	\$2,000.00	\$ 2,000.00
\$1.00	\$ 1,200.00	\$90.00	\$ 108,000.00	\$87.65	\$ 105,180.00	\$98.00	\$ 117,600.00
\$2,300.00	\$ 4,600.00	\$4,200.00	\$ 8,400.00	\$3,100.00	\$ 6,200.00	\$3,800.00	\$ 7,600.00
\$600.00	\$ 1,200.00	\$450.00	\$ 900.00	\$2,100.00	\$ 4,200.00	\$220.00	\$ 440.00
\$85.00	\$ 2,550.00	\$120.00	\$ 3,600.00	\$163.00	\$ 4,890.00	\$110.00	\$ 3,300.00
\$6.00	\$ 21,600.00	\$14.00	\$ 50,400.00	\$18.00	\$ 64,800.00	\$16.00	\$ 57,600.00
\$20.00	\$ 3,700.00	\$35.00	\$ 6,475.00	\$9.00	\$ 1,665.00	\$25.00	\$ 4,625.00
\$13.00	\$ 4,550.00	\$25.00	\$ 8,750.00	\$19.00	\$ 6,650.00	\$40.00	\$ 14,000.00
\$2,600.00	\$ 7,800.00	\$6,300.00	\$ 18,900.00	\$5,435.00	\$ 16,305.00	\$3,200.00	\$ 9,600.00
\$10,500.00	\$ 31,500.00	\$6,100.00	\$ 18,300.00	\$12,515.00	\$ 37,545.00	\$10,000.00	\$ 30,000.00
\$12,000.00	\$ 24,000.00	\$8,000.00	\$ 16,000.00	\$12,400.00	\$ 24,800.00	\$13,000.00	\$ 26,000.00
\$22,000.00	\$ 22,000.00	\$12,000.00	\$ 12,000.00	\$24,300.00	\$ 24,300.00	\$21,000.00	\$ 21,000.00
\$49.10	\$ 361,130.50	\$37.00	\$ 272,135.00	\$40.70	\$ 299,348.50	\$45.00	\$ 330,975.00
\$50.00	\$ 10,000.00	\$43.00	\$ 8,600.00	\$33.85	\$ 6,770.00	\$75.00	\$ 15,000.00
\$7,500.00	\$ 22,500.00	\$5,800.00	\$ 17,400.00	\$8,950.00	\$ 26,850.00	\$8,500.00	\$ 25,500.00
\$44,000.00	\$ 44,000.00	\$23,000.00	\$ 23,000.00	\$34,950.00	\$ 34,950.00	\$50,000.00	\$ 50,000.00
\$6,000.00	\$ 6,000.00	\$20,000.00	\$ 20,000.00	\$25,675.00	\$ 25,675.00	\$32,000.00	\$ 32,000.00
\$18.00	\$ 900.00	\$42.00	\$ 2,100.00	\$54.50	\$ 2,725.00	\$50.00	\$ 2,500.00
\$5.00	\$ 2,250.00	\$3.50	\$ 1,575.00	\$2.60	\$ 1,170.00	\$7.00	\$ 3,150.00
	\$ 808,358.00		\$ 958,621.00		\$ 1,064,758.05		\$ 1,109,643.00
	\$ 75,177.29		\$ 89,151.75		\$ 99,022.50		\$ 103,196.80
	\$ 883,535.29		\$ 1,047,772.75		\$ 1,163,780.55		\$ 1,212,839.80
Kar-Vel Construction		Plats Plus Inc.		Bristol Construction		MidMountain	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$38.00	\$ 15,200.00	\$10.00	\$ 4,000.00	\$12.85	\$ 5,140.00	\$30.00	\$ 12,000.00
\$2.60	\$ 21,970.00	\$2.50	\$ 21,125.00	\$3.55	\$ 29,997.50	\$9.00	\$ 76,050.00
\$12.00	\$ 17,520.00	\$14.50	\$ 21,170.00	\$20.05	\$ 29,273.00	\$15.00	\$ 21,900.00
\$12.00	\$ 52,800.00	\$14.00	\$ 61,600.00	\$18.05	\$ 79,420.00	\$13.00	\$ 57,200.00
\$147.00	\$ 360,150.00	\$72.00	\$ 176,400.00	\$97.75	\$ 239,487.50	\$85.00	\$ 208,250.00
\$42.00	\$ 47,796.00	\$32.00	\$ 36,416.00	\$34.00	\$ 38,692.00	\$29.00	\$ 33,002.00
\$1,000.00	\$ 9,000.00	\$950.00	\$ 8,550.00	\$2,545.00	\$ 22,905.00	\$1,350.00	\$ 12,150.00
\$180.00	\$ 2,520.00	\$375.00	\$ 5,250.00	\$1,265.00	\$ 17,710.00	\$270.00	\$ 3,780.00
\$120.00	\$ 2,040.00	\$325.00	\$ 5,525.00	\$500.00	\$ 8,500.00	\$220.00	\$ 3,740.00
\$10.00	\$ 13,400.00	\$25.50	\$ 34,170.00	\$15.00	\$ 20,100.00	\$18.00	\$ 24,120.00
\$80.00	\$ 11,200.00	\$61.00	\$ 8,540.00	\$32.00	\$ 4,480.00	\$85.00	\$ 11,900.00
\$31.00	\$ 23,870.00	\$52.00	\$ 40,040.00	\$31.50	\$ 24,255.00	\$45.00	\$ 34,650.00
\$1,000.00	\$ 8,000.00	\$825.00	\$ 6,600.00	\$785.00	\$ 6,280.00	\$900.00	\$ 7,200.00
\$0.30	\$ 5,280.00	\$0.20	\$ 3,520.00	\$0.50	\$ 8,800.00	\$0.20	\$ 3,520.00
\$10.00	\$ 2,400.00	\$5.00	\$ 1,200.00	\$10.25	\$ 2,460.00	\$5.00	\$ 1,200.00
\$50.00	\$ 1,200.00	\$23.00	\$ 552.00	\$12.50	\$ 300.00	\$25.00	\$ 600.00
	\$ 594,346.00		\$ 434,658.00		\$ 537,800.00		\$ 511,262.00
	\$ 1,402,704.00		\$ 1,393,279.00		\$ 1,602,558.05		\$ 1,620,905.00
	\$ 75,177.29		\$ 89,151.75		\$ 99,022.50		\$ 103,196.80
	\$ 1,477,881.29		\$ 1,482,430.75		\$ 1,701,580.55		\$ 1,724,101.80

**CONTRACT**

THIS CONTRACT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "Owner" and Archer Construction Inc., hereinafter referred to as the "Contractor."

**WITNESSETH:**

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

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

WHEREAS the Owner has heretofore caused to be prepared certain plans and specifications described as the Angeline Road Force Main Replacement Project and the Contractor did on the 13th day of October, 2010, 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 Angeline Road Force Main Replacement Project. 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

\_\_\_\_\_  
Neil Johnson, Jr., Mayor

By: \_\_\_\_\_

*[Handwritten Signature]*  
*Atty. Gen. D. Jorgensen*  
*Vice President*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*10/20/10*



# Action Item #4

## COMMUNITY DEVELOPMENT COMMITTEE

DATE: October 18, 2010

ORIGINATOR: Douglas Budzynski

TITLE: Assistant City Engineer

SUBJECT: Motion to approve the contract by Parametrix Consultants for Construction Engineering Services and As-Built Completion

The city has opened bids for the Angeline Road Force Main Replacement project and determined the low bidder for the contract award. Due to the complexity and diversity of this project and the City's on-going responsibility to complete as-built information of Projects, the Project Manager will need additional services from the design consultants to meet our commitments for the success of this endeavor. This contract will not exceed \$15,903.72.

ORDINANCE/RESOLUTION: 2082

REQUEST OR RECOMMENDATION BY ORIGINATOR:

ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE  
FINANCE DIRECTOR \_\_\_\_\_  
CITY ATTORNEY \_\_\_\_\_

<u>2010 Budget Amount</u>	<u>Current Balance</u>	<u>Required Expenditure</u>	<u>Remaining Balance</u>
\$56,607.25	\$56,607.25	\$15,903.72	\$40,703.53

Explanation:

The Budget amount of \$56,607.25 is the dollars requested for the construction engineering services (5%) as part of Resolution 2079, construction of the Angeline Road Force Main Replacement Project.

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COMMITTEE ACTION: RECOMMEND APPROVAL TO COUNCIL

	DATE	APPROVED	DISAPPROVED
James Rackley, Chairman	<u>10-18-10</u>	<u><i>James Rackley</i></u>	_____
Randy McKibbin	<u>10-18-10</u>	<u><i>Randy McKibbin</i></u>	_____
Donn Lewis	<u>10-18-10</u>	<u><i>Donn M Lewis</i></u>	_____

COMMITTEE COMMENTS: \_\_\_\_\_

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COMMITTEE'S RECOMMENDATION TO FORWARD TO:  
CITY CLERK  
CITY ATTORNEY

Please schedule for City Council Meeting date of: October 26, 2010

Consent Agenda:  Yes  No

**City of Bonney Lake, Washington  
City Council Agenda Bill (C.A.B.) Approval Form**

<b><u>Department / Staff Contact:</u></b> PW / Douglas Budzynski	<b><u>Workshop / Meeting Date:</u></b> 26 Oct 2010	<b><u>Agenda Bill Number:</u></b> AB10-170
<b><u>Ordinance Number:</u></b>	<b><u>Resolution Number:</u></b> 2082	<b><u>Councilmember Sponsor:</u></b> Jim Rackley

**Agenda Subject:** Construction Engineering Services and As-built Completion for Angeline Road Force main Replacement Project.

**Proposed Motion:** Motion to approve the contract by Parametrix Consultants for Construction Engineering Services and As-Built Completion.

**Administrative Recommendation:**

**Background Summary:** The city has opened bids for the Angeline Road Force Main Replacement project and determined the low bidder for the contract award. Due to the complexity and diversity of this project and the City's on-going responsibility to complete as-built information of Projects, the Project Manager will need additional services from the design consultants to meet our commitments for the success of this endeavor. This contract will not exceed \$15,903.72.

Attachments: Resolution 2079, Professional Services Contract, Exhibit A- Scope of Work, Exhibit B- Parametrix Budget Summary

**BUDGET INFORMATION:**

<b>Budget Amount</b>	<b>Required Expenditure</b>	<b>Budget Impact</b>	<b>Budget Balance</b>
\$56,607.25	\$15,903.72	\$15,903.72	\$40,703.53

**Budget Explanation:**

The Budget amount of \$56,607.25 is the dollars requested for the construction engineering services (5%) as part of Resoluion 2079, construction of the Angeline Road Force Main Replacement Project.

**COMMITTEE/BOARD REVIEW:**

**Subcommittee Review Date:** Community Development Committee - 18 Oct 2010

**Commission/Board Review Date:** -

**Hearing Examiner Date:**

**COUNCIL ACTION:**

**Workshop Date(s):** \_\_\_\_\_ **Public Hearing Date(s):** \_\_\_\_\_

**Meeting Date(s):** \_\_\_\_\_ **Tabled To Date:** \_\_\_\_\_

**Signatures:**

Director Authorization 	Mayor	Date City Attorney Reviewed
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**RESOLUTION NO. 2082**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH PARAMETRIX FOR CONSTRUCTION ENGINEERING SERVICES AND AS-BUILT COMPLETION FOR THE ANGELINE ROAD FORCE MAIN REPLACEMENT PROJECT**

**Whereas**, the City Council approved the design of the Angeline Road Force Main Replacement Project by Resolution 1886; and

**Whereas**, the City advertised and opened bids for construction on October 13, 2010 and has approved awarding the contract to the lowest responsible bidder by Resolution 2079 to Archer Construction; and

**Whereas**, the City Council approved in Resolution 2079, Construction Engineering Services funding for management, inspection and survey services in the amount of \$56,607.25, based on the contract bid.

**Now therefore**, be it resolved; that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Parametrix in the amount of \$15,903.72 which will be covered under the Construction Engineering Services budget for this project.

**PASSED** by the City Council this 26<sup>th</sup> day of October, 2010.

\_\_\_\_\_  
Neil Johnson, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James Dionne, City Attorney

City of Bonney Lake Angeline Road Force Main Replacement  
Services During Construction  
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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 rates calculated by multiplying direct labor rates times 3.10; *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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

#### **Insurance**

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

#### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's

Commercial General Liability insurance policy with respect to the work performed for the City.

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

4. Professional Liability insurance appropriate to the Consultant's profession.

#### **B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

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

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

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

#### **C. Other Insurance Provisions**

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

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

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

#### **D. Acceptability of Insurers**

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

**E. Verification of Coverage**

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

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

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

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

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

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

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

CITY OF BONNEY LAKE

By: \_\_\_\_\_  
Neil Johnson Jr., Mayor

CONSULTANT

By:  \_\_\_\_\_  
Daniel L. McReynolds, Principal

**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:

## SCOPE OF WORK

---

### City of Bonney Lake Angeline Road Force Main Replacement

#### PROJECT OVERVIEW

The City has advertised the Angeline Road Force Main Replacement Project. The original scope of services for the design of these improvements did not include services during the bidding and construction phases of the project. The following scope of services includes assistance during the bidding phase, and design engineering during construction and preparation of record drawings upon completion of the construction phase.

#### SCHEDULE

Construction is anticipated to begin in the fall of 2010. A 4-month project schedule is assumed (80 contract days).

#### PHASE 2 – SERVICES DURING CONSTRUCTION

##### Task 21 – Project Management and QA/QC

**Goal:** To provide the tools for continuous tracking of the project schedule and budget, project quality assurance and control, and status of deliverables to ensure that the project is executed as expected by the City.

**Assumption(s):** A 4-month project schedule is assumed.

**Deliverable(s):**

- Miscellaneous correspondence to document project management issues.
- Monthly Progress Reports and invoices.

##### Task 22 – Contract Assistance and Record Drawings

**Goal:** To assist the City during the bidding and construction phase of the project and to prepare record drawings of the improvements.

**Approach:** A total of 56 hours will be budgeted for contract assistance. Record drawings will be prepared in AutoCAD format and will be based on the redlined markups provided by the City.

**Assumption(s):**

- The City will provide redlined markups for preparation of the record drawings.
- No additional topographic surveys will be required to locate constructed improvements.

**Deliverable(s):**

- One set of full-size (22"x34") record drawings on Mylar.
- Electronic files for record drawings in AutoCAD format
- Addenda as required during the bidding process.

EXHIBIT B: RATES

# Parametrix

## EXHIBIT B

### Project Budget Summary

Project Name: Angeline Road Force Main Rplmnt

Client Name: City of Bonney Lake

Proj. Code: 216-1611-028

PM Name: Austin Fisher

Phase No.	Task No.	Phase/Task Name	Labor Budget	Sub Budget	Expense Budget	Total Budget
2		Services During Construction	15,701.22	0.00	202.50	15,903.72
2	21	Project Management & QA/QC	1,298.78	0.00	0.00	1,298.78
2	22	Contract Assis & Record Drawings	14,402.44	0.00	202.50	14,604.94
Project Totals:			\$15,701.22	\$0.00	\$202.50	\$15,903.72

## Budget Detail Report

Project Name: Angeline Road Force Main Rplmnt

Client Name: City of Bonney Lake

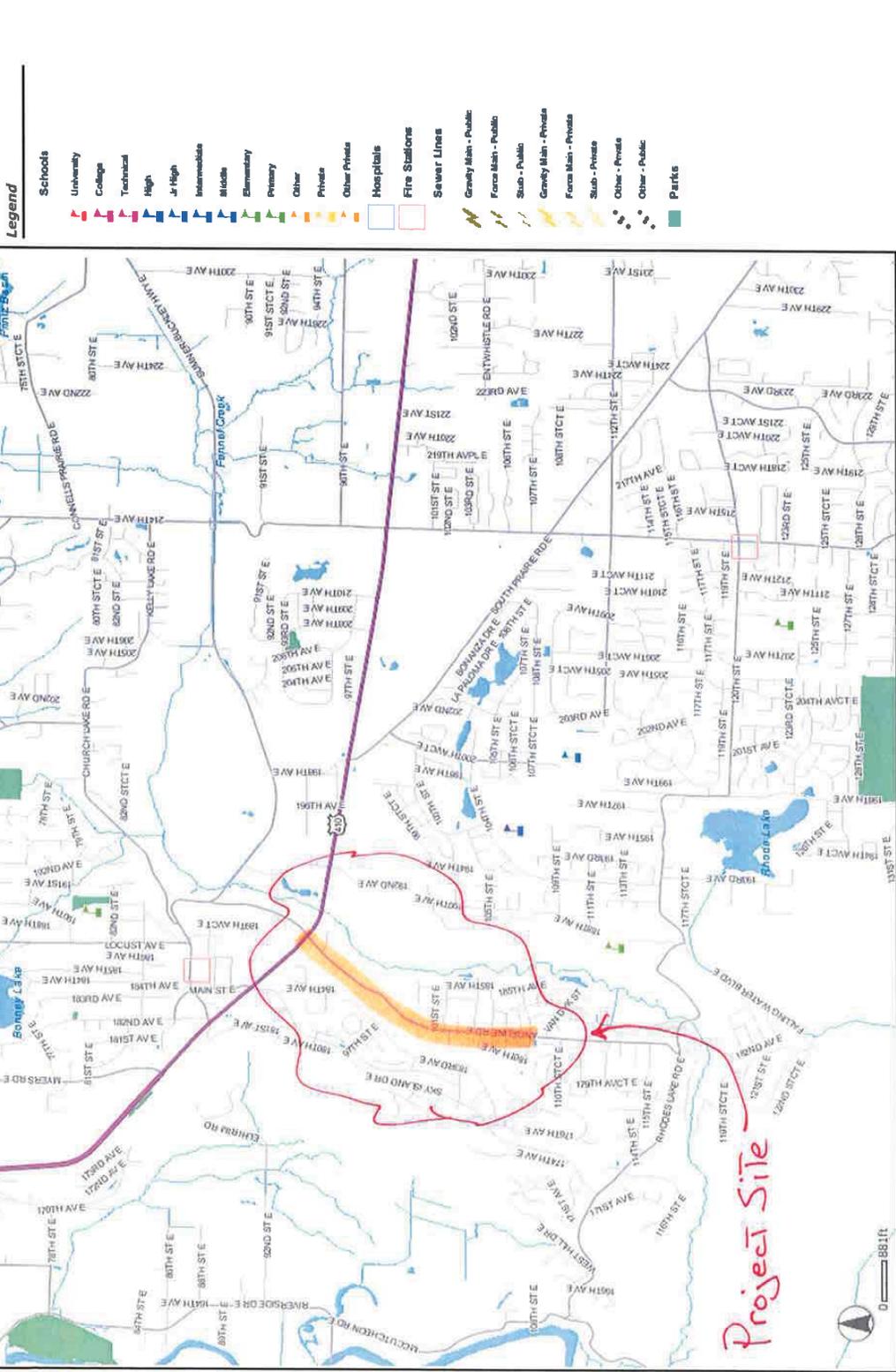
### Labor Detail

		Fisher, A. Division M anager	Pope, C. Project Co ordination	Pessemier, C. Project Ac countant	Hermes, R. Sr Consult ant	Rubashka, V. Designer III	
		\$195.70	\$90.99	\$76.01	\$204.38	\$113.15	
Phase Services During Construction	Task Project Management & QA/QC	4	4	2	0	0	\$1,298.78
	Task Contract Assis & Record Drawings	4	4	0	56	16	\$14,402.44
	<b>Total</b>	8	8	2	56	16	\$15,701.22
	<b>Total</b>	\$1,566	\$728	\$152	\$11,445	\$1,810	\$15,701.22
		8	8	2	56	16	90

Total Base Labor	Escalation %	Total Escalation Amt	Total Escalated Labor
\$15,701.22	0.0000%	\$0.00	\$15,701.22

### Expense Detail Report

		Mileage \$0.50/Mile(s)	Plotter Mylar/Film \$0.75/Sq. Ft.	Total
Phase Services During Construction	Task Contract Assis & Record Drawings	150	\$75.00	170 \$127.50 320 \$202.50
<b>Total</b>		150	\$75.00	170 \$127.50 320 \$202.50
<b>Total</b>		150	\$75.00	170 \$127.50 320 \$202.50



Disclaimer: The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. **ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'.** The County makes no warranty of fitness for a particular purpose.



**ORDINANCE NO. D10-160**

**AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, ESTABLISHING A HELMET REQUIREMENT FOR BICYCLE, SKATE, SCOOTER, UNICYCLE, AND SKATEBOARD USE.**

WHEREAS, the City of Bonney Lake desires to protect its citizens from the danger of riding a bicycle or other wheeled mode of transport without a protective helmet;

WHEREAS, the City Council believes that wearing protective helmets greatly decreases the risk of serious injury on a bicycle or other wheeled mode of transport;

WHEREAS, the City Council believes the public health, safety and welfare is promoted by adopting regulations relating to helmet use;

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

Section 1. Bonney Lake Municipal Code Chapter 10.44 is hereby adopted to read as follows:

**10.44.010 Purpose and Policy**

A. This chapter is enacted as an exercise of the police power of the City of Bonney Lake to protect and preserve public health, safety and welfare. Its provisions shall be liberally construed for the accomplishment of these purposes.

B. It is the express purpose of this chapter to provide for and to promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this chapter.

C. It is the specific intent of this chapter to place the obligation of complying with its requirements upon any person falling within its scope, and no provision of, nor term used in, this chapter is intended to impose any duty whatsoever upon the City of Bonney Lake or any of its officers or employees, for whom the implementation or enforcement of this chapter shall be discretionary and not mandatory.

D. Nothing contained in this chapter is intended to be, or shall be, construed to create or to form the basis for liability on the part of the City of Bonney Lake or its officers, employees or agents for any injury or damage resulting from the failure of any person to comply with this chapter.

**10.44.020 Definitions**

The following words and phrases when used in this chapter shall have the meanings indicated, unless the context clearly requires otherwise:

A. "Bicycle" means every device propelled solely or primarily by human power upon which a person or persons may ride, having two tandem wheels of any diameter or three wheels, any one of which is more than 20 inches in diameter. Within this chapter, "bicycle" shall include any attached trailers, sidecars and/or device being towed by a bicycle.

B. "Guardian" means a parent, legal guardian, or adult with custody or temporary custody who maintains responsibility whether voluntary or otherwise for the safety and welfare of a person under the age of 18 years.

C. "Helmet" means a head covering designed for safety that meets or exceeds safety standards adopted by the Consumer Product Safety Commission (CPSC) or such subsequently nationally recognized standards for helmet performance. The helmet must be equipped with either a neck or chinstrap that shall be fastened securely while the wheeled-vehicle is in motion.

D. "In-line skates and roller skates" means every device which is attached to the rider much like a pair of shoes or boots and which has two or more wheels attached inline or next to each other.

E. "Public area" means public roadways, paths, parks, trails, bicycle lanes or any right-of-way publicly-owned facility or publicly-owned property within the City of Bonney Lake.

F. "Scooter" means every device with a platform having two or more wheels beneath it and a balancing handpost or steering device, which the rider balances on top of and which is propelled solely or primarily by human power.

G. "Skateboard" means every device with a platform having two or more sets of wheels beneath it, which the rider balances on top of and which is propelled solely or primarily by human power.

H. "Unicycle" means any device with a frame mounted over a single wheel propelled by pedals.

#### **10.44.030 Helmet Required**

A. No person shall operate or be a passenger on a bicycle, in-line skates, roller skates, scooter, unicycle or skateboard on, in, or upon any public area within the City of Bonney Lake unless he or she is wearing a protective helmet. The helmet shall have either a neck or chin-strap which is securely fastened while the bicycle, in-line skates, roller skates, scooter, unicycle or skateboard is in motion.

B. A parent or guardian must require that a child under the age of 18 years wear a helmet, the neck or chin-strap of which must be fastened securely, while that child is on a bicycle, in-line skates, roller skates, scooter, unicycle or skateboard in any public area of the City of Bonney Lake.

C. A police officer observing a person operating or riding as a passenger on a bicycle, in-line skates, roller skates, scooter, unicycle or skateboard without the required helmet, in violation of

this section, may stop and detain such person for the purpose of establishing identity and issuing an appropriate warning or citation.

#### **10.44.040 Races and Events - Helmet Required**

A. Any person or organization managing a bicycle, in-line skate, roller skate, scooter, unicycle, or skateboard race, an organized event involving bicycling or a bicycle tour or riding in-line skates, roller skates, scooters, unicycles, or skateboards, which will take place in whole or in part in any public area in the City of Bonney Lake, shall notify participants of the requirement to wear a helmet during the event, race or tour, and such persons and organizations shall reject participants who fail to comply with the provisions of this chapter.

B. The person or organization managing any such event, race or tour shall include helmet requirements in any promotional brochures and on registration materials.

#### **10.44.050 Rental, Lease or Loan - Helmet Required**

A. Any person engaging in the business of renting, leasing or loaning any bicycle, in-line skates, roller skates, scooter, unicycle or skateboard for use in any public area in the City of Bonney Lake shall offer to the person(s) renting, leasing or using such bicycle, in-line skates, roller skates, scooter, unicycle or skateboard a helmet and further shall notify such person of the helmet requirements of this chapter.

B. The rental or lease documents (contract, agreement, brochure or receipt) must advise the person renting or leasing the bicycle, in-line skates, roller skates, scooter, unicycle or skateboard of the helmet requirements of this chapter.

#### **10.44.060 Helmet Sales - Safety Standards**

A. No person shall sell or offer for sale a helmet that does not meet or exceed the safety standards set forth in this chapter.

B. It is an affirmative defense that the sale or offering for sale was an isolated sale of used merchandise made by an individual who was not engaged in the business of selling or repairing recreational equipment such as a seller at a garage or rummage sale.

#### **10.44.070 Enforcement**

A. The City of Bonney Lake police department shall enforce the provisions of this chapter and is authorized to issue infractions to persons who fail to comply with this chapter.

B. For the purpose of this chapter, law enforcement officers may at their discretion:

1. Stop a bicycle, inline skate, roller skate, scooter, unicycle, or skateboard race, organized event, or tour that takes place in a public area in the City of Bonney Lake when there is conspicuous disregard for the requirements of this chapter, involving multiple infractions;

2. Post notice outside the premises of a business that offers for sale, rent, or other public use, helmets that do not meet the safety standards of this chapter, so that the public is informed; and

3. Enter, during business hours, the premises of a business selling or renting bicycles, inline skates, roller skates, scooters, unicycles, or skateboards or selling sporting or recreation equipment, to determine compliance with this chapter.

#### **10.44.080 Penalties - Civil Infraction**

A. Any person, including a parent or guardian, violating any of the provisions of this chapter shall have committed a civil infraction and shall be subject to a monetary penalty not to exceed \$50.00.

1. If a child in violation of this chapter is 11 years of age or younger, any citation issued shall be issued to the parent, legal guardian, or adult with custody or temporary custody, rather than to the child.

2. If a child in violation of this chapter is at least 12 years of age and is under 16 years of age, a citation may be issued to the child or to the parent, legal guardian, or adult with custody or temporary custody.

B. A court may waive, reduce or suspend the civil penalty and clear the civil infraction as a warning for a person who has not been cited under this chapter within the previous one-year period from the date of the current infraction and provides proof that he or she has acquired an approved helmet at the time of appearance in court.

C. Each person or child not meeting the requirement of Section 10.44.030 shall represent a separate violation.

D. Each rental and each event under sections 10.44.040 or 10.44.050 shall represent a separate violation.

#### **10.44.090 Information and Education**

A. The City of Bonney Lake encourages any person engaging in the business of selling bicycles, in-line skates, roller skates, scooters, unicycles or skateboards to include information on helmet safety and the requirements of this chapter with each bicycle, in-line skates, roller skates, scooter, unicycle or skateboard sold.

B. The City of Bonney Lake encourages any person engaging in the selling of helmets to include information on safe helmet usage with each helmet sold.

**Section 2.** If any portion of this Ordinance shall be invalidated by a court of competent jurisdiction, the remainder shall remain in full force and effect.

**Section 3.** This Ordinance shall take effect thirty (30) days after its passage, subject to prior

approval by the Mayor and prior publication for five days as required by law.

**PASSED by the City Council and approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2010.**

\_\_\_\_\_  
Neil Johnson, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James J. Dionne, City Attorney

Passed:  
Valid:  
Published:  
Effective Date:

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**PUBLIC SAFETY COMMITTEE**

**DATE:** October 4, 2010

**ORIGINATOR:** Laurie Carter

**TITLE:** Council Member

**SUBJECT/DISCUSSION:** Helmet Requirement for Bicycle, Skate, Scooter, Unicycle, and Skateboard Use.

**ORDINANCE/RESOLUTION #** D10-160

**REQUEST OR RECOMMENDATION BY ORIGINATOR:** See attached

**ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE:**

**MAYOR**  
**FINANCE DIRECTOR**  
**CITY ATTORNEY**            Yes

**BUDGET INFORMATON:**

**BUDGETED ITEM:** N/A

**TOTAL COST:**

(Note: If budgeted item, attach copy of budget page and identify)

2010 Budget Amount            Required Expenditure            Impact            Remaining Balance

**COMMITTEE ACTION:** RECOMMEND APPROVAL TO COUNCIL

	<u>DATE</u>	<u>APPROVED</u>	<u>DISAPPROVED</u>
<b>Mark Hamilton</b>	10/21/10		_____
<b>Laurie Carter</b>	10/4/10		_____
<b>Dan Decker</b>	10-9-10		_____

**COMMITTEE COMMENTS:**

**COMMITTEE'S RECOMMENDATION TO FORWARD TO:**  
**CITY CLERK**                    **FINANCE DIRECTOR**                    **CITY ATTORNEY**

**Please schedule for Council Meeting date of:** October 26, 2010

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**ORDINANCE NO. D10-161**  
**AN ORDINANCE OF THE CITY OF BONNEY LAKE, PIERCE COUNTY,  
WASHINGTON, AMENDING CHAPTER 16.16 OF BONNEY LAKE MUNICIPAL CODE.**

WHEREAS, the City of Bonney Lake wishes to protect the public health, safety and welfare of the residents of the City; and

WHEREAS, the City of Bonney Lake wishes to prevent the distraction of and preserve the safety of individuals enjoying the waters of the City;

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

**Section 1.** Section 16.16.005 of the Bonney Lake Municipal Code is hereby created to read as follows:

**16.16.005 Authorization.**

The City of Bonney Lake, in the exercise of its police powers, assumes control and jurisdiction over all lakes, rivers and all other waters within its corporate boundaries.

**Section 2.** Section 16.16.010 of the Bonney Lake Municipal Code is hereby amended to read as follows:

**16.16.010 County regulations adopted by reference.**

The Pierce County watercraft regulations as set forth in Chapter 8.88 of the Pierce County Code are hereby adopted by reference to the extent those regulations are not inconsistent with Chapter 79A.60 RCW, Chapter 88.02 RCW, WAC Title 352, and Chapter 308-93 WAC; provided that section 8.88.070 of the Pierce County Code is amended and replaced by section 16.16.025 of this Chapter. No person shall operate on any waters of the city, nor launch onto any waters of the city any vessel not in compliance with said vessel regulations.

**Section 3.** Section 16.16.020 of the Bonney Lake Municipal Code is hereby amended to read as follows:

**16.16.020 State statutes adopted by reference.**

The following statutes and regulatory provisions of the state of Washington are hereby adopted by reference as if set forth in full herein: Chapter 79A.60 RCW and WAC Title 352 regarding regulation of recreational vessels and Chapter 88.02 RCW and Chapter 308-93 WAC relating to registration of vessels; provided that

section 79A.60.130 RCW is amended by section 16.16.025 of this Chapter. No person shall operate on any waters of the city, nor launch onto any waters of the city any vessel not in compliance with said vessel regulations.

**Section 4.** Section 16.16.025 of the Bonney Lake Municipal Code is hereby created to read as follows:

**16.16.025 Prevention of Noise.**

A. Every motor powered vessel shall at all times be equipped with a functioning underwater exhaust or a properly installed and adequately maintained muffler or other similar device to reduce the sound of engine exhaust. A person shall not remove, alter, or otherwise modify in any way an exhaust or muffler system in a manner that will prevent it from being operated in accordance with this chapter. Nor shall a person use a muffler or pipes with pinched outlets, holes or rusted-through areas, or similar condition or defect where the result of the condition or defect does or could increase the level of noise of the motor-powered vessel over the level that would reasonably result if the motor-powered vessel were equipped with standard and/or properly maintained equipment.

B. It is unlawful for any person to operate upon any lakes, rivers and all other waters within the corporate boundaries of the City, under any condition of speed, load, acceleration, or deceleration in such manner as to exceed noise level of 75 decibels (dB), as measured from any point on the shoreline of the body of water on using the SAE shoreline testing procedure on which the vessel is being operated and 70 dB as measured from the water or when moored. The 70 dB noise level measurement shall be done using the SAE stationary test procedure. In addition, it shall be unlawful for any person to operate upon any lakes, rivers and all other waters within the corporate boundaries of the City any motor- powered vessel between sunset and sunrise, where the noise level exceeds 60 dB as measured using the SAE shoreline test. All sound measurement will be performed to standards provided in WAC 352-67 Vessel Sound Measurement Procedures.

C. It is unlawful for any person operating a watercraft upon any lakes, rivers and all other waters within the corporate boundaries of the City knowingly to cause or make, or knowingly to allow or permit to originate from the watercraft, a public disturbance noise in violation of BLMC 9.44.010, including the following:

1. The frequent, repetitive or continuous sounding of any horn or siren, except as a warning of danger or as specifically permitted or required by law;
2. The creation of frequent, repetitive or continuous sounds in connection with the starting, operation, repair, rebuilding or testing of any watercraft, so as to unreasonably disturb or interfere with the peace, comfort and repose of others, including owners or possessors of real property;

3. Yelling, shouting, hooting, whistling or singing, particularly between sunset and sunrise or at any time and place so as to unreasonably disturb or interfere with the peace, comfort and repose of others, including owners or possessors of real property;

4. Sound from any audio sound system, such as tape players, radios and compact disc players, operated at volumes so as to be audible greater than 50 feet from the watercraft itself or which unreasonably interferes with the peace, comfort and repose of others, including owners or possessors of real property;

D. The following types of sounds shall be exempt from this section:

1. Sounds created by safety and protective devices where noise suppression could defeat the intent of the device;

2. Sounds created by a warning device not operating continuously for more than five minutes;

3. Sounds created by emergency equipment for emergency work necessary in the interest of public safety for the health, safety, and welfare of the community;

4. Sounds created by the normal docking, undocking and water-skier pick-up and drop-off operations.

E. Any officer authorized to enforce this chapter who has reason to believe that a vessel is not in compliance with the noise levels established in this chapter may direct the operator of the vessel to submit the vessel to an on-site test to measure noise level, and the operator shall comply with such request. If the vessel exceeds the decibel levels established in this chapter, the officer may issue a notice of infraction and/or direct the operator to take immediate and reasonable measures to correct the violation.

F. Any officer who conducts vessel sound level tests as provided in this chapter shall be qualified in vessel noise testing. Qualifications shall include but may not be limited to the ability to select the appropriate measurement site and the calibration and use of noise testing equipment.

G. A violation of this section is an infraction punishable up to a maximum penalty of \$500. Each day, location, violator and incident shall constitute a separate infraction under this section.

**Section 5.** Section 16.16.030 of the Bonney Lake Municipal Code is hereby amended to

read as follows:

**16.16.030 Violation – Penalty.**

Violation of this chapter is a misdemeanor, except (i) violation of section 16.16.025 of this chapter, and (ii) where the state statute or regulation adopted has been classified as a gross misdemeanor or an infraction in which case the state classification shall control. The bail schedule for infractions specified in BLMC 16.16.020 shall be as required by the Washington State Supreme Court in IRLJ 6.2 as currently enacted and as may later be amended

**Section 6.** If any portion of this Ordinance shall be invalidated by a court of competent jurisdiction, the remainder shall remain in full force and effect.

**Section 7.** This Ordinance shall take effect thirty (30) days after its passage, subject to prior approval by the Mayor and prior publication for five days as required by law.

PASSED by the City Council and approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Neil Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James J. Dionne, City Attorney

Passed:  
Valid:  
Published:  
Effective date:

**PUBLIC SAFETY COMMITTEE**

**DATE:** October 4, 2010

**ORIGINATOR:** Mike Mitchell

**TITLE:** Police Chief

**SUBJECT/DISCUSSION:** Amending Chapter 16.16 of Bonney Lake Municipal Code

**ORDINANCE/RESOLUTION #** D10-161

**REQUEST OR RECOMMENDATION BY ORIGINATOR:** See attached

**ISSUE AND DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE:**

**MAYOR**  
**FINANCE DIRECTOR**  
**CITY ATTORNEY**            Yes

**BUDGET INFORMATON:**

**BUDGETED ITEM:** N/A

**TOTAL COST:**

(Note: If budgeted item, attach copy of budget page and identify)

<u>2010 Budget Amount</u>	<u>Required Expenditure</u>	<u>Impact</u>	<u>Remaining Balance</u>
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**COMMITTEE ACTION:** RECOMMEND APPROVAL TO COUNCIL

	<u>DATE</u>	<u>APPROVED</u>	<u>DISAPPROVED</u>
<b>Mark Hamilton</b>	10/9/10		_____
<b>Laurie Carter</b>	10/4/10		_____
<b>Dan Decker</b>	10-4-10		_____

**COMMITTEE COMMENTS:**

**COMMITTEE'S RECOMMENDATION TO FORWARD TO:**

**CITY CLERK                      FINANCE DIRECTOR                      CITY ATTORNEY**

**Please schedule for Council Meeting date of:** October 26, 2010

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