

**CITY COUNCIL MEETING**

**August 9, 2011  
7:00 P.M.**

**AGENDA**

City of



**“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](http://www.ci.bonney-lake.wa.us)

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 such items 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 sign-up sheets near the Council Chamber doorway. (See Item II. B. for Citizen Comments on other items of City business.)*

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

**I. CALL TO ORDER – Mayor Neil Johnson, Jr.**

A. Flag Salute – Mayor Neil Johnson, Jr.

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 James Rackley.

C. Announcements, Appointments and Presentations:

- 1. Announcements: None.
- 2. Appointments: None.
- 3. Presentations: None.

D. Agenda Modifications:

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

A. Public Hearings:

a. **Public Hearing:** AB11- 83 – Resolution 2133 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting A Six-Year Transportation Improvement Program (2012-2017).

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: None.

**III. COUNCIL COMMITTEE REPORTS:**

p. 5

# CITY COUNCIL MEETING

August 9, 2011  
7:00 P.M.

## AGENDA

City of



*“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](http://www.ci.bonney-lake.wa.us)

---

*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 such items 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 sign-up sheets near the Council Chamber doorway. (See Item II. B. for Citizen Comments on other items of City business.)*

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

### I. CALL TO ORDER – Mayor Neil Johnson, Jr.

A. Flag Salute – Mayor Neil Johnson, Jr.

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 James Rackley.

C. Announcements, Appointments and Presentations:

1. Announcements: None.
2. Appointments: None.
3. Presentations: None.

D. Agenda Modifications:

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

A. Public Hearings:

- a. **Public Hearing:** AB11- 83 – Resolution 2133 – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting A Six-Year Transportation Improvement Program (2012-2017).

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: None.

### III. COUNCIL COMMITTEE REPORTS:

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

#### IV. **CONSENT AGENDA:**

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

- A. **Approval of Accounts Payable Checks/Vouchers:** Accounts Payable checks/vouchers #61580 thru 61632 (Including Wire Transfer #s 7152011, 7809127, 20110705, 20110706, 20110711, 20110716) in the amount of \$586,885.31; Accounts Payable checks/vouchers # in the amount of \$54.04; Accounts Payable checks/vouchers #61634 thru 61723 in the amount of \$108,949.36; Accounts Payable checks/vouchers #61724 thru 61727 in the amount of \$2,150.00 for a grand total of \$698,038.71.
- B. **Approval of Payroll:** Payroll for July 16-31 2011 for checks 29908-29938 including Direct Deposits and Electronic Transfers in the amount of \$ 607842.78.
- p. 13 C. **AB11-89 – Ordinance D11-89** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Revising Chapter 16.16 Of The Bonney Lake Municipal Code With Regards To Internal Combustion Engines Prohibited On Lake Bonney.
- p. 17 D. **AB11-85 – Resolution 2135** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Approve An Additional Services Agreement With Group Mackenzie To Add Phase 3 Architectural Services For The Justice Center.

#### V. **FINANCE COMMITTEE ISSUES:**

- p. 23 A. **AB11-88 – Resolution 2138** – A Resolution Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Awarding The Contract With Titan Earthworks LLC For The Construction Of The SR 410 Sidewalks From 198th Avenue East To 208th Avenue East.
- p. 33 B. **AB11-91 – Resolution 2140** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Agreement With KPG Engineering For The Survey Of The SR 410 Sidewalk Project 198th To 208th.
- p. 49 C. **AB11-94 – Resolution 2143** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding A Contract To Pumptech Inc For The Purchase And Installation Of Water Pump Motors.

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

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

**VIII. FULL COUNCIL ISSUES:**

- p. 77           A.     **AB11-11-95 – Ordinance D11-95** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 15.28 Of The Bonney Lake Municipal Code.

**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**

*This Page Intentionally Left Blank*

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

<b>Department/Staff Contact:</b> PW / John Woodcock	<b>Meeting/Workshop Date:</b> 9 August 2011	<b>Agenda Bill Number:</b> AB11-83
<b>Agenda Item Type:</b> Public Hearing	<b>Ordinance/Resolution Number:</b>	<b>Councilmember Sponsor:</b> James Rackley

**Agenda Subject:** Public Hearing for the 2012-2017 Six Year Transportation Improvement Program

**Full Title/Motion:** n/a .

**Administrative Recommendation:**

**Background Summary:** On the July 26, 2011 Council Meeting the Council approved to conduct a Public Hearing for the 6- Year Transportation Program. RCW 35.77.010 requires an annual public hearing for any updates to the local 6 Year Transportation Improvement Program (TIP) in order to be eligible for most grant funding. The City Council will conduct a Public Hearing on August 9, 2011.  
**Attachments:** 6 - Year Transportation Improvement Program (2012 - 2017), Resolution 2133

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
N/A			
<b>Budget Explanation:</b>			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>			
<b>Council Committee Review:</b>	Community Development Date: 19 July 2011	<i>Approvals:</i> Chair/Councilmember James Rackley Councilmember Randy McKibben Councilmember Donn Lewis	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:	Consent Agenda:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s): August 9, 2011
Meeting Date(s): August 23, 2011	Tabled to Date:

<b>APPROVALS</b>		
Director:	Mayor:	Date Reviewed by City Attorney: (if applicable):

**RESOLUTION NO. 2133**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
PIERCE COUNTY, WASHINGTON, ADOPTING A SIX-YEAR  
TRANSPORTATION IMPROVEMENT PROGRAM (2012-2017).**

**Whereas**, City officials are directed by RCW 35.77.010 to adopt a 6-Year Street Transportation Program; and

**Whereas**, such a plan was prepared and submitted to the Mayor and City Council; and

**Whereas**, a public hearing was held on August 9, 2011 with subsequent Council discussion and direction.

**Now therefore, be it resolved;**

by the City Council of the City of Bonney Lake, Pierce County, that the Six-Year Street Transportation Improvement Program for the years 2012-2017 be approved as a guide for the improvement of the streets of the City of Bonney Lake.

**PASSED** and adopted by the City Council this 23rd day of August 2011.

---

Neil Johnson Jr., Mayor

ATTEST:

---

Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

---

James Dionne, City Attorney

# CITY OF BONNEY LAKE

Public Works Department

## **Six Year Transportation Improvement Program (2012-2017)**

List project categories

### **Category A – Intersection Improvements (\$4,360,000)**

Traffic signalization and channelization improvements at intersections. To be funded by city TIF/REET/Gas Tax/COR funds, WSDOT, federal or state grant funding, and/or developer mitigation.

### **Category B - Arterial Roadway Major Improvements (\$13,170,000)**

Major roadway improvements, for Collector and Minor Arterial Classified roadways including right of way acquisition when required. To be funded by city TIF/REET/Gas Tax/COR funds, state or federal grant/loan funding, developer mitigation, and/or WSDOT participation. Projects often combine improvements for environmental compliance, storm drainage, domestic water and sanitary sewer system extensions, roadway widening, bridge, curb, gutter, sidewalks, traffic signalization, lane channelization, street lighting, landscaping, street trees, etc. Also included will be a community involvement element.

The project phases are as follows:

- Pre-Design/Planning by city or city consultant
- Environmental Permitting by city or city consultant
- Right-of-Way acquisition by the city.
- Design that produces construction plans and specifications by city consultants
- Advertise and Award construction project by the city
- Construction by contractor
- Construction Management
- Project Completion, Closeout, and Acceptance

### **Category C - Road Reconstruction, Overlay, Chip Seal, Sidewalk (\$3,228,000)**

Roadway maintenance and/or reconstruction of existing pavement with minor drainage, shoulder improvements, signing and channelization, and new sidewalks. Project funded by city, state/federal grant funds, and potential developer mitigation.

### **Category D - Transportation Studies (\$120,000)**

Transportation or traffic studies including computer traffic modeling and Comprehensive Plan Sub Area Planning to be funded by city and performed by consultants.

### **Category E - Trail Projects (\$0)**

Non-motorized transportation facilities including walking trails, bicycle routes, and sidewalk facilities to the enhance pedestrian and bicycle safety and mobility.

## Six Year Transportation Improvement Program

### Category "A" – Intersection Improvements

Year	Project description	Funding Source	Estimated Cost
<b>2012</b>			
A - 1	SR 410 at Main St E (signal upgrade and additional turn lanes with project B-1)	Dev/TIF	\$ 350,000
<b>2013</b>			
A - 2	SR 410 at 225 <sup>th</sup> Avenue E (new signal and additional turn lanes)	Developer	\$ 750,000
<b>2014</b>			
A - 3	SR 410 at Sumner-Buckley HWY (Phase 2) (signal upgrade and additional turn lanes with project B-3)	Dev/TIF	\$ 750,000
<b>2015</b>			
A - 4	199 <sup>th</sup> Ave at 109 <sup>th</sup> Street E (new signal and additional turn lanes; Entrance to BLHS and Mountain View Middle School)	Developer	\$ 250,000
A - 5	SR 410 at 214 <sup>th</sup> Ave E (signal upgrade and additional left turn lane on SR 410, 214 <sup>th</sup> Ave. E widening)	Dev/TIF/WSDOT	\$ 750,000
<b>2016</b>			
A - 6	Church Lake Rd at West Tapps HWY E (new signal and additional turn lanes)	Dev/TIF	\$ 580,000
<b>2017</b>			
A - 7	SR 410 at 192 <sup>nd</sup> Ave E. Phase 1-A (new signal arm and additional turn lanes)	TIF/Dev/Grant	\$ 410,000
A - 8	Sumner-Buckley HWY at Angeline Rd E (new signal and additional turn lanes)	Dev/TIF	\$ 520,000
	<b>Category "A" Total</b>		<b><u>\$ 4,360,000</u></b>

## Six Year Transportation Improvement Program

### Category "B" Arterial Roadway Major Improvements

Year	Project description	Funding Source	Estimated Cost
<b>2012</b>			
<b>B – 1</b>	Main St. E and Sky Island Drive (additional turn lanes and through lanes on roads accessing SR 410 with project A-1)	Dev/TIF	\$850,000
<b>2013</b>	No projects in Category “B” proposed due to lack of funding		
<b>2014</b>			
<b>B – 2</b>	SR 410 at S-B HWY to 182 <sup>nd</sup> Ave E (Phase 2 - additional turn lanes on SR 410 and widen to 5 lanes on OSB Hwy with project A-3)	Dev/TIF/Grant	\$4,150,000
<b>2015</b>			
<b>B – 3</b>	214 <sup>th</sup> from SR 410 to 96 <sup>th</sup> St E (widen to 5 lanes; In front of Home Depot and Rite Aide with project A-5)	Dev/TIF/City	\$1,350,000
<b>2016</b>			
<b>B – 4</b>	214 <sup>th</sup> from SR 410 to Southern City Limits (widen to 5 lanes with project A-5)	Dev/TIF/City	\$2,500,000
<b>2017</b>			
<b>B – 5</b>	Myers Road from SR 410 to 81 <sup>st</sup> Street (install 1,000 ft of soldier pile retaining wall to address erosion)	City	\$2,000,000
<b>B – 6</b>	Angeline Rd & Pan. Blvd to Rhodes Lk Rd (widen to 3 lanes w/Curb Gutter Sidewalk)	TIF/Dev/City	\$2,320,000
<b>Category “B” Total</b>			<b><u>\$13,170,000</u></b>

## Six Year Transportation Improvement Program

### Category "C" Roadway reconstruction, asphalt overlay, or chip seal

Year	Project description	Funding Source	Estimated Cost
<b>2012</b>			
	Street Reconstruction Program	City	\$100,000
	Overlay Program	City	\$100,000
	Chip Seal Program (Seven Miles)	City	\$200,000
	Sidewalk Improvements	City	\$100,000
<b>2013</b>			
	Street Reconstruction Program	City	\$103,000
	Overlay Program	City	\$103,000
	Chip Seal Program (Seven Miles)	City	\$206,000
	Sidewalk Improvements	City	\$103,000
<b>2014</b>			
	Street Reconstruction Program	City	\$106,000
	Overlay Program	City	\$106,000
	Chip Seal Program (Seven Miles)	City	\$212,000
	Sidewalk Improvements	City	\$106,000
<b>2015</b>			
	Street Reconstruction Program	City	\$109,000
	Overlay Program	City	\$109,000
	Chip Seal Program (Seven Miles)	City	\$218,000
	Sidewalk Improvements	City	\$109,000
<b>2016</b>			
	Street Reconstruction Program	City	\$112,000
	Overlay Program	City	\$112,000
	Chip Seal Program (Seven Miles)	City	\$225,000
	Sidewalk Improvements	City	\$112,000
<b>2017</b>			
	Street Reconstruction Program	City	\$115,000
	Overlay Program	City	\$115,000
	Chip Seal Program (Seven Miles)	City	\$232,000
	Sidewalk Improvements	City	\$115,000
<b>Category "C" Total</b>			<b><u>\$ 3,228,000</u></b>

## Six Year Transportation Improvement Program

### Category "D" Transportation Studies

Year	Project description	Funding Source	Estimated Cost
2012	Update City Transportation Plan (update City wide demographics, traffic counts, and Traffic Model)	City	\$120,000
	<b>Category "D" Total</b>		<b><u>\$120,000</u></b>

### Category "E" Trail Projects

Year	Project description	Funding Source	Estimated Cost
2012	No Category "E" projects scheduled		
	<b>Category "E" Total</b>		<b><u>\$0</u></b>

**TOTAL PROGRAM COST** **\$20,878,000**

*This Page Intentionally Left Blank*

City of Bonney Lake, Washington  
**Council Agenda Bill (CAB)**

<b>Department/Staff Contact:</b> Executive / Seymour	<b>Meeting/Workshop Date:</b> 9 August 2011	<b>Agenda Bill Number:</b> AB 11-89
<b>Agenda Item Type:</b> Ordinance	<b>Ordinance/Resolution Number:</b> D11-89	<b>Councilmember Sponsor:</b> Councilmember Carter

**Agenda Subject:** REVISING CHAPTER 16.16 OF THE BONNEY LAKE MUNICIPAL CODE WITH REGARDS TO INTERNAL COMBUSTION ENGINES PROHIBITED ON LAKE BONNEY.

**Full Title/Motion:** A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, Revising Chapter 16.16 Of The Bonney Lake Municipal Code With Regards To Internal Combustion Engines Prohibited On Lake Bonney.

**Administrative Recommendation:** Approve.

**Background Summary:** Lake Bonney is the namesake of our City and the residents of the Lake Bonney watershed have organized Lake Bonney Conservation Association (LBCA) to clean-up around the lake, eradicate noxious weeds, help renovate Ken Simmons Park, educate watershed property owners and improve the health of the lake over the years. The City has embraced these efforts and have worked with LBCA to assist with lake treatments, water testing, organize clean-ups and park building with Stream Team and Beautify Bonney Lake. In the past year, residents on the lakeshore have noticed an oil sheen on the lake from motor vehicles parked too close to the lake and/or combustion engines present (but not in use) on boats on the lake. There has also been a recent incident of internal combustion engine being used on the lake. Therefore, it is necessary to add a sentence to request combustion engines not be present on boats, even if not in use.

**Attachments:** Ordinance D11-89

<b>BUDGET INFORMATION</b>			
Budget Amount	Required Expenditure	Budget Impact	Budget Balance
N/A			
<b>Budget Explanation:</b> No Anticipated Budget Impact.			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>			
<b>Council Committee Review:</b>	Public Safety Date: 18 July 2011	Approvals:	<input checked="" type="checkbox"/> Hamilton, Chair <input checked="" type="checkbox"/> Carter, Councilmember <input checked="" type="checkbox"/> Decker, Councilmember
	Forward to: August 9, 2011 Meeting	Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): August 9, 2011	Tabled to Date:

<b>APPROVALS</b>		
Director:	Mayor:	Date Reviewed by City Attorney    July 20, 2011 (if applicable):

**ORDINANCE NO. D11-89**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, REVISING CHAPTER 16.16 OF THE BONNEY LAKE MUNICIPAL CODE WITH REGARDS TO INTERNAL COMBUSTION ENGINES PROHIBITED ON LAKE BONNEY**

WHEREAS, Lake Bonney is the namesake of our City.

WHEREAS, the residents of the Lake Bonney watershed have organized Lake Bonney Conservation Association (LBCA) to clean-up around the lake, eradicate noxious weeds, help renovate Ken Simmons Park, educate watershed property owners and improve the health of the lake over the years.

WHEREAS, the City has embraced these efforts and has worked with LBCA to assist with lake treatments, water testing, organize clean-ups and park building with Stream Team and Beautify Bonney Lake.

WHEREAS, residents have noticed oil sheen on the lake from motor vehicles parked too close to the lake and/or combustion engines present (but not in use) on boats on the lake.

WHEREAS, it is necessary to add a sentence to request combustion engines not be present on boats, even if not in use.

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

**Section 1.** Chapter 16.16 of the Bonney Lake Municipal Code, entitled "WATERCRAFT REGULATIONS" and corresponding portions of Ord. 1191 § 1, 2006 is hereby amended to read as follows:

**16.16.040 Internal combustion engines prohibited on Lake Bonney.**

No person shall use or operate any watercraft powered by an internal combustion engine upon the waters of Lake Bonney. A person may use or operate watercraft powered by an electric trolling motor or any other non motorized watercraft upon the waters of Lake Bonney. Even if not in use, no internal combustion engine shall be on board any watercraft on Lake Bonney. Notwithstanding the foregoing, the following special exceptions shall be lawful:

- A. The mayor of the City of Bonney Lake, or his designee, may authorize special occasion permits for the use and/or operation of watercraft powered by an internal combustion engine on Lake Bonney for ceremonial and other appropriate purposes consistent with appropriate utilization and conservation of the lake.

- B. The officers and employees of governmental law enforcement, fire and research agencies are exempt from the provisions of this section and need not obtain a written permit for the use and/or operation of watercraft powered by an internal combustion engine upon Lake Bonney; provided, that said use and/or operation is limited to the performance of the employees' duties. (Ord. 1191 § 1, 2006).

PASSED by the City Council and approved by the Mayor this 9<sup>th</sup> day of August, 2011.

---

Neil Johnson, Mayor

ATTEST:

---

Harwood Edvalson, City Clerk

APPROVED AS TO FORM:

---

James Dionne, City Attorney

Passed:

Valid:

Published:

Effective Date:

*This Page Intentionally Left Blank*

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

<b>Department/Staff Contact:</b> Executive / Gary Leaf	<b>Meeting/Workshop Date:</b> 9 August 2011	<b>Agenda Bill Number:</b> AB11-85
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2135	<b>Councilmember Sponsor:</b> N/A

**Agenda Subject:** Tenant Improvements for Justice Center floors 2 & 3

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Approve An Additional Services Agreement With Group Mackenzie To Add Phase 3 Architectural Services For The Justice Center.

**Administrative Recommendation:** Approve

**Background Summary:** The City Council indicated its preference to move additional employees into the Justice Center in light of the existing commercial rental market in Bonney Lake. The most efficient and economical method to generate construction documents and provide needed construction administration assistance is to use the firm that is most knowledgeable about the building. The City hired Group Mackenzie under Resolution No. 1809 to provide Phase 1 and Phase 2 architectural services for the Justice Center. Staff recommends amending our existing agreement with Group Mackenzie to add Phase 3 services. The proposed Additional Services Agreement is attached.

**Attachments:** Yes

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
N/A	N/A	\$20,000	N/A
<b>Budget Explanation:</b>			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Finance Committee Date: 26 July 2011	<i>Approvals:</i> Chair/Councilmember Dan Swatman Councilmember James Rackley Councilmember Mark Hamilton	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;"><b>Yes</b></td> <td style="text-align: left;"><b>No</b></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input checked="" type="checkbox"/></td> <td style="text-align: left;"><input type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Yes</b>	<b>No</b>										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										
	Forward to: 9 August 2011 Council Meeting	<b>Consent Agenda:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No									
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

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

<b>APPROVALS</b>		
<b>Director:</b>	<b>Mayor:</b>	<b>Date Reviewed by City Attorney:</b> 20 July 2011 (if applicable):

**RESOLUTION NO. 2135**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO APPROVE AN ADDITIONAL SERVICES AGREEMENT WITH GROUP MACKENZIE TO ADD PHASE 3 ARCHITECTURAL SERVICES FOR THE JUSTICE CENTER.**

**WHEREAS**, the City Council has determined the best course of action is to proceed with moving additional employees into the Justice Center; and

**WHEREAS**, architectural services will be needed to accomplish this purpose; and

**WHEREAS**, Group Mackenzie was hired under Resolution No. 1809 as the architect for the construction and first phase of tenant improvements of the Justice Center;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Bonney Lake, Washington, does authorize the Mayor to approve the Additional Services Agreement between the City of Bonney Lake and Group Mackenzie, attached hereto and incorporated herein by this reference.

**PASSED** by the City Council this 9<sup>th</sup> day of August, 2011.

---

Neil Johnson, Mayor

ATTEST:

---

Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

---

James Dionne, City Attorney

**SUPPLEMENTAL AGREEMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS Agreement Supplements the PROFESSIONAL SERVICES AGREEMENT ("Agreement") previously made and entered into on the 20th day of February 2008, by and between the City of Bonney Lake ("City") and Group Mackenzie ("Consultant").

1. Section 5 of that previous Agreement between the Parties provides for Extra Work related to Architect's work on the Bonney Lake Municipal Services Building, as follows:

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.

2. The parties agree to the following Extra Work described generally as the Tenant Improvement for the 3<sup>rd</sup> Floor and south side of the 2<sup>nd</sup> Floor, and identified in Supplemental Exhibit A attached hereto and incorporated herein by this reference.

3. Pursuant to Section 3 of the Parties' original contract, Architect/Consultant shall be paid monthly by the City for completed work and services rendered under this Supplemental Agreement on a percentage of completion basis. The amount of the fixed fee is \$9,320 as described in Phase 2 of Exhibit A. Phase 1 and Phase 3 of Exhibit A will be billed hourly at the hourly rates set out in Exhibit B attached to the 2008 Professional Services Agreement.

4. All other terms of the Parties' original Agreement shall be incorporated by reference as continuing terms applicable to this Supplemental Agreement.

5. 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 Supplemental Agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement as of this \_\_\_\_ day of August 2011.

City of Bonney Lake

Architect/Consultant

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

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

Attachments:  
Exhibit A: Scope of Work/Deliverables/Fees

July 7, 2011

City of Bonney Lake  
Attention: Don Morrison  
City Administrator  
P.O. Box 7380  
Bonney Lake, WA 98391

Re: **Bonney Lake Justice Center T.I. – 3<sup>rd</sup> Floor and South side of 2<sup>nd</sup> Floor**  
*Scope of Services and Fee Proposal*  
Project Number 2080123.05/2080123.06

Dear Don:

Thank you for the opportunity to provide the following scope of services and fee proposal for the Bonney Lake Justice Center Tenant Improvement for the 3<sup>rd</sup> floor and south side of the 2<sup>nd</sup> floor. The following is our proposed scope and fees for the project.

#### PHASE 1 SCOPE OF SERVICES – HOURLY FEE (TO BE DETERMINED UPON REQUEST)

##### *Program Confirmation and Space Plan Development*

- Group Mackenzie will be available on an ‘on-call’ basis. All work performed in this phase will require prior authorization from Gary Leaf or Don Morrison.

#### ASSUMPTIONS, CLARIFICATIONS AND EXCLUSIONS

- Reimbursable expenses have not been included in our proposed fees and will be billed on a cost plus 10% basis. Reimbursable expenses include copies, faxes, deliveries, printing, long distance, postage, film processing, and other expenses normally associated with a project of this scope and magnitude. Mileage between Group Mackenzie’s office and the project site will not be processed as a reimbursable charge. However, other mileage accumulated for the project (if any) will be processed as a reimbursable expense.
- Space plans to be provided by owner.
- Time may be spent on an hourly basis if requested by the owner. Team member hourly rates: Rich Mitchell, \$165; Megan Tremain, \$105; Nicky Poole, \$70.

#### PHASE 2 SCOPE OF SERVICES – FIXED FEE

##### *Construction Documents*

- Review space plans and develop tenant improvement construction documents.

- Verify the selection of finishes with the owner and incorporate information into the construction documents.
- Attend a meeting in Bonney Lake to present construction documents for Permit Submittal and owner's review and approval.
- Respond to comments from the Building Department and the owner. Make revisions and secure the Building Department and the owner's acceptance and approval of the construction documents.
- Provide the owner with PDF files of the construction documents.

**Phase 2 Fixed Fee Total = \$9,320 plus reimbursable expenses**

#### **ASSUMPTIONS, CLARIFICATIONS AND EXCLUSIONS**

- Reimbursable expenses have not been included in our proposed fees and will be billed on a cost plus 10% basis. Reimbursable expenses include copies, faxes, deliveries, printing, long distance, postage, film processing, and other expenses normally associated with a project of this scope and magnitude. Mileage between Group Mackenzie's office and the project site will not be processed as a reimbursable charge. However, other mileage accumulated for the project (if any) will be processed as a reimbursable expense.
- All mechanical, electrical, plumbing, and fire protection will be provided by general contractor on a design/build basis. Any coordination of the mechanical, electrical, plumbing, and fire protection will be billed as additional services.
- For the purposes of this proposal, one construction set for both the 3<sup>rd</sup> floor T.I. and the south side of the 2<sup>nd</sup> floor T.I. is anticipated. If the T.I.s are separated into more than one construction set, additional services will be billed.
- Furniture Vendor to supply furniture layout as required.
- All owner correspondence and direction will be conducted by Gary Leaf.

#### **PHASE 3 SCOPE OF SERVICES – HOURLY FEE**

##### *Estimate for Construction Administration (CA)*

- Review and process 3 pay requests.
- Allot 10 hours for RFI responses.
- Conduct 2 site visits and provide meeting minutes.
- Conduct 1 punch list.
- Provide weekly updates to Gary Leaf on the status of the CA budget

**Phase 3 Estimated Hourly Fee Total (based on the above scope) = \$4,208 plus reimbursable expenses**

#### **ASSUMPTIONS, CLARIFICATIONS AND EXCLUSIONS:**

- Reimbursable expenses have not been included in our proposed fees and will be billed on a cost plus 10% basis. Reimbursable expenses include copies, faxes, deliveries, printing, long distance, postage, film processing, and other expenses normally associated with a project of this scope and magnitude. Mileage between Group Mackenzie's office and the project site

will not be processed as a reimbursable charge. However, other mileage accumulated for the project (if any) will be processed as a reimbursable expense.

- For the purposes of this proposal, we have anticipated a maximum construction period of 2 months for tenant improvements. Construction Phase beyond 2 months can be billed as additional services.
- All mechanical, electrical, plumbing, and fire protection will be provided by general contractor on a design/build basis. Any coordination of the mechanical, electrical, plumbing, and fire protection will be billed as additional services.
- All owner correspondence and direction will be provided by Gary Leaf.
- Extended Construction Administration is excluded from the scope, but may be performed on an hourly basis if requested by the owner. Team member hourly rates: Rich Mitchell, \$165; Megan Tremain, \$105; Nicky Poole, \$70.
- Submittal review, project logs, ASIs, PRs, CCDs, and COs are excluded from the scope but may be performed on an hourly basis if requested by the owner.
- Weekly updates to Gary Leaf reporting on the CA budget status will be provided. No time will be spent above and beyond the CA scope listed above without prior consent from Gary Leaf.

We look forward to working with you on this exciting project. If you need any additional information, please call.

Sincerely,



Megan Tremain, LEED AP  
Project Coordinator

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

<b>Department/Staff Contact:</b> PW / John Woodcock	<b>Meeting/Workshop Date:</b> 9 August 2011	<b>Agenda Bill Number:</b> AB11-88
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2138	<b>Councilmember Sponsor:</b> Councilmember Rackely

**Agenda Subject:** SR410 Sidewalks- 198<sup>th</sup> to 208<sup>th</sup> Contract with Titan Earthworks

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Awarding The SR410 Sidewalks- 198<sup>th</sup> To 208<sup>th</sup> Project To Titan Earthworks.

**Administrative Recommendation:**

**Background Summary:** The City opened bids for the project on July 27, 2011. 3 Bids were received and Titan Earthwork, LLC was the apparent low bidder with a bid of \$804,932, 2% below the Engineer's Estimate of \$820,043. Staff has determined that their proposal is consistent with the requirements of the contract and bid specifications.  
 The City of Bonney Lake received a state grant of \$841,000 plus City matching funds to install sidewalk along SR 410. The construction phase of this project will include plans to provide sidewalk improvements along the north side of SR 410 from 198<sup>th</sup> Avenue East to approximately 440-feet west of 208<sup>th</sup> Avenue East for an approximate project length of 2,250LF.  
**Attachments:** Resolution 2138, Agreement, Bid Tabulation, Map

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
921,000	896,876.26	896,576.26	0
300,000	270,000.00	28,795.54	241,204.46

**Budget Explanation:**  
 301.053.032.595.30.63.10- SR 410 Sidewalks (198<sup>th</sup> to 208<sup>th</sup>)WSDOT- budget= \$921,000  
 301.000.032.595.64.63.10- Neighborhood Sidewalk Improvements- budget= \$300,000  
 Constuction Contract Amount: \$804,932.00 + 10% Contingency \$80,493.20 + 5% Project Mgt. \$40,246.60 = Total: \$925,671.80

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>			
<b>Council Committee Review:</b>	Finance Committee Date: 9 August 2011	<i>Approvals:</i> Chair/Councilmember Dan Swatman Councilmember Mark Hamilton Councilmember James Rackley	Yes No <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Forward to:	<b>Consent Agenda:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): August 9, 2011	Tabled to Date:

**APPROVALS**

Director:



Mayor:

Date Reviewed  
by City Attorney:  
(if applicable):

**RESOLUTION NO. 2138**

**A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING AWARDING THE CONTRACT WITH TITAN EARTHWORKS LLC FOR THE CONSTRUCTION OF THE SR 410 SIDEWALKS FROM 198<sup>TH</sup> AVENUE EAST TO 208<sup>TH</sup> AVENUE EAST**

**WHEREAS**, the City Council approved the design contract by Resolution 2018 for the SR 410 sidewalk from 198<sup>th</sup> Avenue East to 208<sup>th</sup> Avenue East on April 13, 2010; and

**WHEREAS**, the City advertised the SR 410 Sidewalk from 198<sup>th</sup> Avenue East to 208<sup>th</sup> Avenue East and opened bids on July 27, 2011 and has determined the lowest responsible bid for this contract was received from Titan Earthworks LLC; and

**WHEREAS**, the City Council adopted this project as part of the Pedestrian and Bicycle Safety Grant Program per Resolution 1963 on September 2009; and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with Titan Earthworks in the amount of \$804,932.00, which includes tax.

**BE IT FURTHER RESOLVED** that the City of Bonney Lake Council does hereby authorize a 10% Construction Contingency (\$80,493.20) amount based on the contract bid amount as well as a 5% Construction Engineering (\$40,246.60) amount based on the contract bid.

**PASSED by the City Council this 9<sup>th</sup> day of August, 2011.**

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

AUTHENTICATED:

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

APPROVED AS TO FORM:

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

## PUBLIC WORKS CONTRACT

THIS AGREEMENT is made and entered into in duplicate this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the CITY OF BONNEY LAKE, hereinafter called the "City," and TITAN Earthwork LLC of SUMNER, WA, hereinafter called the "Contractor."

WITNESSETH:

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

1. The Contractor shall do all work and furnish all labor, materials, and equipment for:

### CITY OF BONNEY LAKE

#### HLP-PB 09(004), SR 410 Sidewalk Improvements Project

In accordance with and as described in the attached Plans and Specifications, and the *2010 Standard Specifications for Road, Bridge, and Municipal Construction*, prepared by the Washington State Department of Transportation with the Washington State Chapter of the American Public Works Association (APWA) and all amendments thereto, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in, or additions to, the work provided under this Contract and every part thereof.

Work shall start immediately after Notice to Proceed and be completed within the time specified in the Special Provisions of the attached Plans and Specifications.

If said work and identified milestones are not completed within the time specified, the Contractor agrees to pay to the City liquidated damages as specified in the Standard Specifications for each working day said work remains incomplete after expiration of the specified time.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof, except such as that mentioned in the Specifications to be furnished by the City.

2. The City hereby promises and agrees with the Contractor to employ, and does employ, the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached Plans and Specifications and the terms and conditions herein contained; and hereby contracts to pay for the same according to the attached Specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in the Contract.

3. The City shall not be responsible for delays caused by soil conditions; underground obstructions; labor disputes; fire; delays by third parties, particularly public and private utilities; or reasonably foreseen delays.
4. In addition to limiting claims for unreasonable delays to the actual downtime of labor and equipment, as above provided, Contractor agrees that the City's liability to the Contractor for payment of claims or damages of any kind whatsoever relating to this Contract shall be limited to direct costs as provided under the force account provisions of the Standard Specifications. Contractor waives all claims for payment of damages that include or are computed on total costs of job performance, extended overhead, or other similar methods that do not relate to the prices stated herein or are not specific as to the actual, direct costs of contract work as defined in the Standard Specifications force account provisions.
5. For purposes of applying RCW 4.24.115 to this Contract, Contractor and City agree that the term "damages" applies only to the finding in a judicial proceeding and is exclusive of third-party claims for damage preliminary thereto. The Contractor agrees to defend, indemnify, and hold harmless the City from all claims for damages by third parties, including costs and reasonable attorney's fees in the defense of claims for damages arising from performance of the Contractor's express or implied obligations under this Contract. Contractor specifically and expressly waives immunity under Industrial Insurance Law, Title 51 RCW. This provision has been specifically negotiated. Contractor further waives any right of contribution against the City. The Contractor agrees that all third-party claims for damages against the City for which Contractor's insurance carrier does not accept defense of the City may be tendered by the City to the Contractor who shall, if so tendered by the City, accept and undertake to defend or settle with the claimant. The City retains the right to approve claims investigation and counsel assigned to said claim, and all investigation of legal work product regarding said claim shall be performed under a fiduciary relationship to the City. In the event that the City agrees or a court finds that the claim arises from the sole negligence of the City, this indemnification shall be void, and the City shall be responsible for all damages payable to the third-party claimant. In the event that the City and Contractor agree or a court finds that the claim arises from or included negligence of both the Contractor and the City, the Contractor shall be responsible for all damages payable by the Contractor to the third-party claimant under the court findings, and, in addition thereto, the Contractor shall hereunder indemnify the City for all damages paid or payable by the City under the court findings in an amount not to exceed the percentage of total fault attributable to the Contractor.
6. Contractor does hereby agree, and for his/her heirs, executors, administrators, successors, and assigns, agrees, to the full performance of all the covenants herein upon the part of the Contractor.
7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as previously provided herein.

8. The obligations under this Contract shall not be assigned without prior written approval of the City.

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

**CITY OF BONNEY LAKE**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Approved as to Form:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**CONTRACTOR:**

TITAN Earthwork, LLC

By:   
(Signature)

STEVE GREILING  
(Printed Name)

PRESIDENT  
(Title)

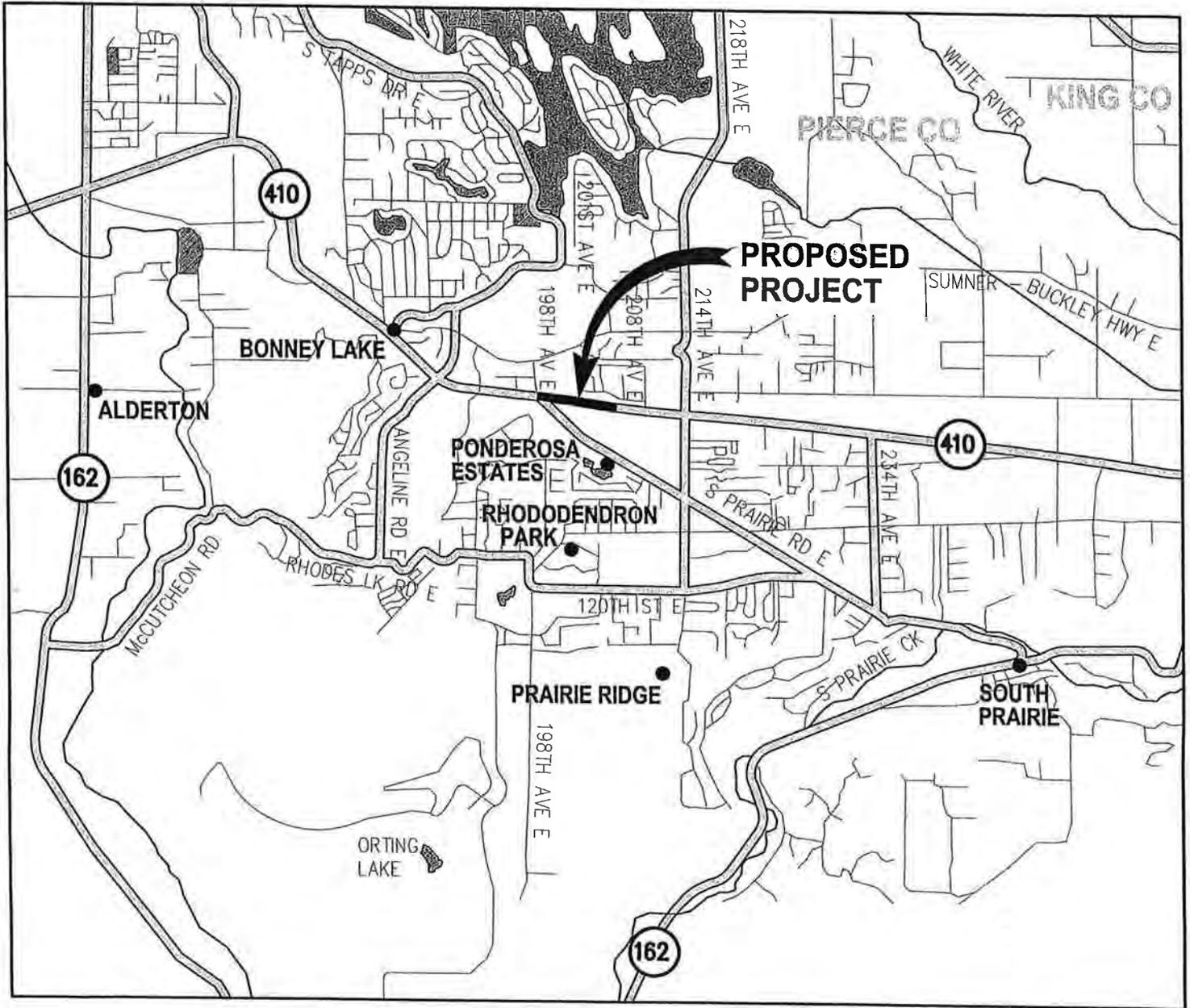
29 JULY 2011  
(Date)

**City of Bonney Lake**  
**SR410 Sidewalk Improvements Project**  
**July 27, 2011**

SCHEDULE A- Sidewalk Improvements SR 410									
Bid Item	Unit	Description	Qty	Engineers Estimate		Titan		Road Construction	
				Unit Cost	Total	Unit Price	Total	Unit Price	Total
1	EQ. ADJ.	Minor Change	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
2	LS	Mobilization	1	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00	\$ 74,000.00	\$ 74,000.00
3	LS	Project Temporary Traffic Control	1	\$ 45,000.00	\$ 45,000.00	\$ 87,750.00	\$ 87,750.00	\$ 45,000.00	\$ 45,000.00
4	HR	Traffic Control Labor Police Officer	40	\$ 50.00	\$ 2,000.00	\$ 50.00	\$ 2,000.00	\$ 75.00	\$ 3,000.00
5	EA	Construction Project Id Sign	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
6	LS	Clearing and Grubbing	1	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00
7	LS	Removal of Structure and Obstruction	1	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00
8	SY	Removal of Asphalt Concrete Pavement	2560	\$ 6.00	\$ 15,360.00	\$ 5.50	\$ 14,080.00	\$ 9.00	\$ 23,040.00
9	EA	Adjust Existing Utility Grade	13	\$ 350.00	\$ 4,550.00	\$ 300.00	\$ 3,900.00	\$ 600.00	\$ 7,800.00
10	SY	Removal of Cement Concrete Sidewalk	370	\$ 11.00	\$ 4,070.00	\$ 13.50	\$ 4,995.00	\$ 11.00	\$ 4,070.00
11	LF	Removal of Cement Concrete Curb	300	\$ 4.00	\$ 1,200.00	\$ 6.65	\$ 1,995.00	\$ 11.00	\$ 3,300.00
12	LS	Roadway Exvation Incl. Haul	1	\$ 41,000.00	\$ 41,000.00	\$ 30,000.00	\$ 30,000.00	\$ 19,000.00	\$ 19,000.00
13	TN	Gravel Borrow Incl. Haul	500	\$ 15.00	\$ 7,500.00	\$ 13.00	\$ 6,500.00	\$ 22.00	\$ 11,000.00
14	LS	Shoring or Extra Excavation Class B	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00
15	TN	Crushed Surfacing Base Course	2360	\$ 23.00	\$ 54,280.00	\$ 15.00	\$ 35,400.00	\$ 27.00	\$ 63,720.00
16	SY	Planing Bituminous Pavement	1660	\$ 7.00	\$ 11,620.00	\$ 2.25	\$ 3,735.00	\$ 7.00	\$ 11,620.00
17	TN	HMA CL 1/2" PG 64-22	600	\$ 100.00	\$ 60,000.00	\$ 100.00	\$ 60,000.00	\$ 125.00	\$ 75,000.00
18	TN	Cold Mix	40	\$ 100.00	\$ 4,000.00	\$ 160.00	\$ 6,400.00	\$ 145.00	\$ 5,800.00
19	SF	Gravity Block Wall	2470	\$ 27.00	\$ 66,690.00	\$ 25.00	\$ 61,750.00	\$ 31.00	\$ 76,570.00
20	LF	Chamber Infiltration System	260	\$ 90.00	\$ 23,400.00	\$ 100.00	\$ 26,000.00	\$ 93.00	\$ 24,180.00
21	LF	DIP Storm Sewer Pipe 8" Diam.	80	\$ 44.00	\$ 3,520.00	\$ 50.00	\$ 4,000.00	\$ 65.00	\$ 5,200.00
22	LF	DIP Storm Sewer Pipe 12" Diam.	600	\$ 60.00	\$ 36,000.00	\$ 50.00	\$ 30,000.00	\$ 70.00	\$ 42,000.00
23	LF	Solid Wall PVC SSP 12" Diam.	1450	\$ 50.00	\$ 72,500.00	\$ 40.00	\$ 58,000.00	\$ 65.00	\$ 94,250.00
24	EA	8" Trash Rack	1	\$ 300.00	\$ 300.00	\$ 325.00	\$ 325.00	\$ 700.00	\$ 700.00
25	EA	12" Trash Rack	2	\$ 400.00	\$ 800.00	\$ 425.00	\$ 850.00	\$ 800.00	\$ 1,600.00
26	EA	Catch Basin Type 1	16	\$ 950.00	\$ 15,200.00	\$ 1,250.00	\$ 20,000.00	\$ 1,200.00	\$ 19,200.00
27	EA	Catch Basin Type 2, 48" Diam.	2	\$ 3,500.00	\$ 7,000.00	\$ 2,200.00	\$ 4,400.00	\$ 5,000.00	\$ 10,000.00
28	EA	Storm Filter 1 Cartridge	1	\$ 7,150.00	\$ 7,150.00	\$ 12,500.00	\$ 12,500.00	\$ 12,000.00	\$ 12,000.00
29	EA	Storm Filter 2 Cartridge	1	\$ 12,850.00	\$ 12,850.00	\$ 1,500.00	\$ 15,000.00	\$ 19,000.00	\$ 19,000.00
30	LS	Erosion/Water Pollution Control	1	\$ 2,500.00	\$ 2,500.00	\$ 20,000.00	\$ 20,000.00	\$ 4,000.00	\$ 4,000.00
31	EA	Inlet Protection	19	\$ 75.00	\$ 1,425.00	\$ 80.00	\$ 1,520.00	\$ 80.00	\$ 1,520.00
32	LF	Silt Fence	70	\$ 6.00	\$ 420.00	\$ 5.00	\$ 350.00	\$ 15.00	\$ 1,050.00
33	SY	Sod Installation	170	\$ 6.00	\$ 1,020.00	\$ 8.00	\$ 1,360.00	\$ 9.00	\$ 1,530.00
34	SY	Seeded Lawn Installation	2620	\$ 1.50	\$ 3,930.00	\$ 0.80	\$ 2,096.00	\$ 1.00	\$ 2,620.00
35	CY	Topsoil Type A	340	\$ 30.00	\$ 10,200.00	\$ 45.00	\$ 15,300.00	\$ 45.00	\$ 15,300.00
36	LF	Cement Conc. Traffic Curb and Gutter	2730	\$ 16.00	\$ 43,680.00	\$ 7.50	\$ 20,475.00	\$ 16.00	\$ 43,680.00
37	LF	Cement Conc. Pedestrian Curb	60	\$ 21.00	\$ 1,260.00	\$ 17.00	\$ 1,020.00	\$ 20.00	\$ 1,200.00
38	EA	Potholing	6	\$ 400.00	\$ 2,400.00	\$ 500.00	\$ 3,000.00	\$ 550.00	\$ 3,300.00
39	LF	Type 4, 48" Chainlink Fence	424	\$ 30.00	\$ 12,720.00	\$ 20.00	\$ 8,480.00	\$ 27.00	\$ 11,448.00
40	SY	Cement Conc. Sidewalk	3000	\$ 30.00	\$ 90,000.00	\$ 17.00	\$ 51,000.00	\$ 22.50	\$ 67,500.00
41	SY	Cement Conc. Sidewalk Ramp	50	\$ 100.00	\$ 5,000.00	\$ 85.00	\$ 4,250.00	\$ 90.00	\$ 4,500.00
42	TN	Quarry Spalls	10	\$ 75.00	\$ 750.00	\$ 57.50	\$ 575.00	\$ 110.00	\$ 1,100.00
43	LS	Video Detection System, Complete	1	\$ 35,000.00	\$ 35,000.00	\$ 45,000.00	\$ 45,000.00	\$ 50,000.00	\$ 50,000.00
44	LS	Luminaire Pole Relocation, Complete	1	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,500.00	\$ 6,500.00
45	LS	Junction Box Reocation, Complete	1	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00
46	LS	Permanent Signing	1	\$ 3,800.00	\$ 3,800.00	\$ 1,000.00	\$ 1,000.00	\$ 2,150.00	\$ 2,150.00
47	LF	Paint Line	200	\$ 0.50	\$ 100.00	\$ 1.50	\$ 300.00	\$ 0.50	\$ 100.00
48	LF	Painted Wide Line	2360	\$ 0.75	\$ 1,770.00	\$ 0.65	\$ 1,534.00	\$ 0.55	\$ 1,298.00
49	SF	Plastic Crosswalk Line	170	\$ 8.00	\$ 1,360.00	\$ 5.00	\$ 850.00	\$ 6.50	\$ 1,105.00
50	EA	Plastic Traffic Arrow	3	\$ 250.00	\$ 750.00	\$ 90.00	\$ 270.00	\$ 165.00	\$ 495.00
51	EA	Plastic Bicycle Lane Symbol	8	\$ 100.00	\$ 800.00	\$ 90.00	\$ 720.00	\$ 110.00	\$ 880.00
52	LF	Plastic Stop Line	24	\$ 7.00	\$ 168.00	\$ 10.50	\$ 252.00	\$ 13.50	\$ 324.00
<b>SCHEDULE A Total</b>					<b>\$820,043.00</b>		<b>\$804,932.00</b>		<b>\$923,150.00</b>

**City of Bonney Lake**  
**SR410 Sidewalk Improvements Project**  
**July 27, 2011**

Johansen									
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 71,000.00	\$ 71,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 42,000.00	\$ 42,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 65.00	\$ 2,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 950.00	\$ 950.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 10,500.00	\$ 10,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 11,000.00	\$ 11,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 8.00	\$ 20,480.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 550.00	\$ 7,150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 13.00	\$ 4,810.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 7.00	\$ 2,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 21,000.00	\$ 21,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 21.00	\$ 10,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 2,200.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 18.00	\$ 42,480.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 8.00	\$ 13,280.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 110.00	\$ 66,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 150.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 29.00	\$ 71,630.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 98.00	\$ 25,480.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 83.00	\$ 6,640.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 70.00	\$ 42,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 50.00	\$ 72,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 700.00	\$ 700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 750.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,000.00	\$ 16,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 3,100.00	\$ 6,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 9,500.00	\$ 9,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 85.00	\$ 1,615.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 7.00	\$ 490.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 15.00	\$ 2,550.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1.50	\$ 3,930.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 32.00	\$ 10,880.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 9.00	\$ 24,570.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 25.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 750.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 30.00	\$ 12,720.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 27.00	\$ 81,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 98.00	\$ 4,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 55.00	\$ 550.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 48,000.00	\$ 48,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 5,700.00	\$ 5,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 3,400.00	\$ 3,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 4,700.00	\$ 4,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1.10	\$ 220.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 0.50	\$ 1,180.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 4.00	\$ 680.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 75.00	\$ 225.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 75.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 10.00	\$ 240.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$835,350.00		\$0.00		\$0.00		\$0.00		\$0.00



**PLAN - VICINITY MAP**  
 SCALE: 1" = 1 MILE



*This Page Intentionally Left Blank*

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

<b>Department/Staff Contact:</b> PW / John Woodcock	<b>Meeting/Workshop Date:</b> 9 August 2011	<b>Agenda Bill Number:</b> AB11-91
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2140	<b>Councilmember Sponsor:</b> James Rackley

**Agenda Subject:** Award Contract to KPG. for Survey of the SR 410 Sidewalk 198<sup>th</sup> to 208<sup>th</sup> project

**Full Title/Motion:** A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, Approve The Contract to KPG for the Survey of the SR 410 Sidewalk 198<sup>th</sup> To 208<sup>th</sup> Project.

**Administrative Recommendation:**

**Background Summary:** The City of Bonney Lake Council approved by resolution 2138 the SR 410 Sidewalk Project 189<sup>th</sup> to 208<sup>th</sup>. This survey/easement/as-built contract is in conjunction with the construction contract to provide professional services during the construction of the SR 410 Sidewalk Project 198<sup>th</sup> to 208<sup>th</sup>. Funding will be covered under the 5% Project Management budget.

**Attachments:** Resolution, Agreement, Map

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
\$40,246.60	40,246.60	\$33,260.00	\$6,986.60
<b>Budget Explanation:</b>			
301.053.032.595.30.63.10- SR 410 Sidewalks (198 <sup>th</sup> to 208 <sup>th</sup> ) WSDOT-budget=\$921,000			
Survey Contract Amount:\$33,260.00			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Finance Committee Date: 9 August 2011	<i>Approvals:</i> Chair/Councilmember Dan Swatman Councilmember Mark Hamilton Councilmember James Rackley	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;"><b>Yes</b></td> <td style="text-align: right;"><b>No</b></td> </tr> <tr> <td style="text-align: right;"><input type="checkbox"/></td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input type="checkbox"/></td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: right;"><input type="checkbox"/></td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> </table>	<b>Yes</b>	<b>No</b>	<input type="checkbox"/>					
<b>Yes</b>	<b>No</b>										
<input type="checkbox"/>	<input type="checkbox"/>										
<input type="checkbox"/>	<input type="checkbox"/>										
<input type="checkbox"/>	<input type="checkbox"/>										
	Forward to:	<b>Consent Agenda:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No								
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):    August 9, 2011	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b> <i>Dan Grigsby</i>	<b>Mayor:</b> <i>Neil Johnson</i>	<b>Date Reviewed by City Attorney:</b> (if applicable):

## **RESOLUTION NO. 2140**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN  
AGREEMENT WITH KPG ENGINEERING FOR THE SURVEY OF THE SR 410  
SIDEWALK PROJECT 198<sup>TH</sup> TO 208<sup>TH</sup>**

**Whereas**, the City by Resolution 2138 August. The agreement with Titan Earthworks LLC to construct the SR 410 Sidewalk Project 198<sup>th</sup> to 208<sup>th</sup>; and

**Whereas**, the City has the responsibility by the current contractor to provide the survey for the SR 410 Sidewalk Project, and the as-built information for the city's files; and

**Now therefore, be it resolved**; that the City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the agreement with KPG Engineering for the sum not to exceed \$33,260.00 for the survey of the SR 410 Sidewalks Project 198<sup>th</sup> to 208<sup>th</sup>.

**PASSED by the City Council this 9th day of August, 2011.**

---

Mayor Neil Johnson, Jr.

AUTHENTICATED:

---

Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

---

James J. Dionne, City Attorney

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Bonney Lake (" City") and \_\_\_\_\_ (" 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

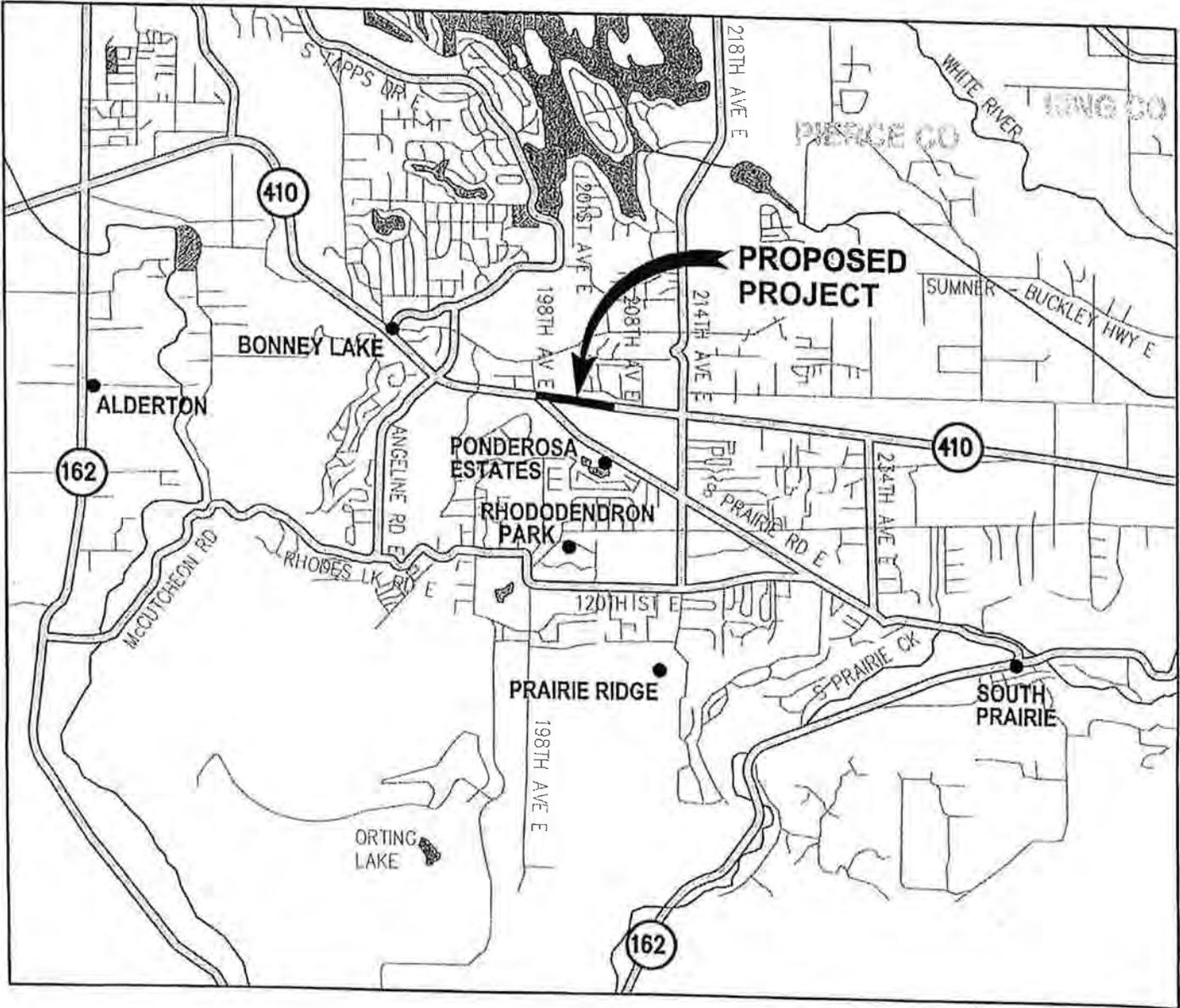
CONSULTANT

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

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

**Attachments:**

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



**PLAN - VICINITY MAP**

SCALE: 1" = 1 MILE



## EXHIBIT A

### City of Bonney Lake SR410 Sidewalk Improvements Project Construction

KPG  
Scope of Work  
August 2, 2011

#### INTRODUCTION

This scope of work covers effort required to provide construction surveying and construction engineering assistance on an as requested basis to the City of Bonney Lake for the Construction of the Tacoma SR410 Sidewalk Improvements Project. The scope of work and corresponding budget are based on our understanding of the project needs but may be decreased based on the City staffing levels and needs.

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

- City will provide all Construction Management and Inspections
- Construction is scheduled for 45 working days, 9 weeks.
- City will be lead and provide construction contract manager.
- Improvements to be constructed are as shown on the Project bid set.

## EXHIBIT A

### SCOPE OF WORK

#### Task 1.0 –Survey Coordination/Administration

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

- 1.1 The Consultant shall provide survey project management and administration to coordinate staffing level to meet project needs.
- 1.2 Provide monthly progress reports (3 assumed).
- 1.3 Coordinate with City staff at one project meetings to review project needs and construction issues.
- 1.4 Address construction issues via phone calls and letters. This is a critical component to assure that there is a quick response to construction issues and avoid possible delay claims from contractors.

#### Products:

- Monthly invoicing.
- Records of letters and phone call.

#### Assumptions:

- Construction Duration 45 working days.
- City to run all meetings and create meeting minutes.

#### Task 2.0 – Construction Services

This task cover the effort to provide construction staking as described within Section 1-05.4 of the contract documents. In addition to field staking, this task includes preparation for staking crews, QA/QC of points to be staked, and points staked and preparing cut sheets for use by the contractor and City inspector.

Budget shown for this task assumes that the Contractor will request all improvement items to be staked. Contractors vary greatly in the amount of construction staking required. Budget for this task will be reduced if staking allowed by the Contract is not required by the Contractor.

## EXHIBIT A

Record Drawings - KPG will Survey as-built locations of all water system surface features and use record drawing provide by the Contractor to complete a complete set of Construction Record drawings.

RFI Assistance: As requested by the City provide written response and supplemental drawings.

### **Products:**

- Construction stakes.
- Cut sheets.
- QA/QC of survey staking.

### **Assumptions:**

- As described in the Construction Contract Documents, all required re-staking will be at the cost of the Contractor and deducted from monies due to the Contractor.





**EXHIBIT B**



Architecture  
Landscape Architecture  
Civil Engineering  
\*\*\*\*\*

CLIENT: City of Bonney Lake  
 PROJ NAME: SR410 Sidewalk Improvement Project  
 Job # 09048  
 DATE: August 2, 2011

**TASK 2 HOUR BREAKDOWN**

TASK NO.	TASK DESCRIPTION	Classification	STAFF LABOR HOURS REQUIRED BY TASK										Total Hours	Task Total
			Sr. Engineer	Project Engineer	Design Engineer	Surveyor Manager	Project Surveyor, PLS	Survey Crew	Technician	Clerical	Hours	Task Total		
2.0	Construction Staking/Record Drawings/RFI's		170.60	115.08	71.49	145.00	113.57	133.49	95.00	88.00			4	\$580.00
	Survey oversight and Scheduling					4.0							4	\$1,295.06
	Staking for Project Control							2.0	8.0				10	\$1,295.06
	Demo - stake C/L Offsets							4.0	20.0				24	\$3,124.08
	Storm line and Structures							20.0	40.0				60	\$7,611.00
	Curb and Gutter (stake two times)							10.0	50.0				60	\$7,810.20
	Sidewalk/Curb Ramps							2.0	8.0				10	\$1,295.06
	Pavement Markings							2.0	10.0				12	\$1,562.04
	Retaining Wall							3.0	10.0				13	\$1,675.61
	Preparation of Record Drawings			24.0							16.0		40	\$4,281.92
	RFI Assistance		4.0	12.0									16	\$2,063.36
<b>OTHER DIRECT COSTS</b>														
	Other Direct Costs													
	Hours		4.0	36.0			4.0	43.0	146.0	16.0			249	
	Total		\$682	\$4,143		\$580	\$4,884	\$19,490	\$1,520					
<b>TOTALS</b>													<b>\$31,298.33</b>	

*This Page Intentionally Left Blank*

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

<b>Department/Staff Contact:</b> Executive / Brian Hartsell	<b>Meeting/Workshop Date:</b> 9 August 2011	<b>Agenda Bill Number:</b> AB11-94
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2143	<b>Councilmember Sponsor:</b>

**Agenda Subject:** Contract Award for Pump Motor Installation

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City To Award A Contract To Pumptech Inc For The Purchase And Installation Of Water Pump Motors For \$124,912.41.

**Administrative Recommendation:** Approve the Resolution

**Background Summary:** In Sept 2009 the City applied for the two energy efficiency grants to fully fund two energy efficient retrofit projects. One of these projects will fund 5 new energy efficient water pump motors and 5 variable frequency drives (VFDs) at our pump stations. \$277,923 was made available from the Recovery Act and from Puget Sound Energy to fund the VFD retrofit project--which consists of three components 1) purchase and install of the pump motors (this award) 2) purchase of the VFDs, and 3) the installation of the VFDs. An additional \$14,500 in Recovery Act funding is pending to offset potential cost increases. Total project cost was originally estimated at around \$300,000.

The City issued a Request for Quote to the MRSC Small Works Roster on July 15, 2011 and received just one response from PumpTech Inc. After careful review, the City recommends a contract award to PumpTech Inc. of Bellevue, WA. PumpTech is familiar with our water system and has performed quality installation, replacements, and repairs on our system for many years. An estimated \$50,000 in electric utility costs will be saved annually upon completion of the VFD project project.

**Attachments:** Quote Package including Contractor Agreement and Site Map

<b>BUDGET INFORMATION</b>			
<b>Budget Amount</b>	<b>Current Balance</b>	<b>Required Expenditure</b>	<b>Budget Balance</b>
\$300,000	\$255,835.66	\$137,403.65	\$118,432.01

**Budget Explanation:** \$277,923 in grant funds are set apart for the project. An additional \$14,500 in Recovery Act funding is pending to help offset potential cost increases. Pumptech contract amount is \$124,912.41 +10% contingency = Total of \$137,403.65. The \$300,000 budget amount is coded to 401.86.34.594.34.63.04 (VFD Retrofit & Installation Grant Project).

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>			
<b>Council Committee Review:</b>	Finance Committee	<i>Approvals:</i>	<b>Yes</b> <b>No</b>
	Date: 9 August 2011	Chair/Councilmember Dep Mayor Swatman	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember Councilmember Hamilton	<input type="checkbox"/> <input type="checkbox"/>
		Councilmember Councilmember Rackley	<input type="checkbox"/> <input type="checkbox"/>
	Forward to: 9 August 2011 Council Meeting	<b>Consent Agenda:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Commission/Board Review:</b>			
<b>Hearing Examiner Review:</b>			

**COUNCIL ACTION**

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s):

Tabled to Date:

**APPROVALS**

**Director:**

**Mayor:**

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

## RESOLUTION NO. 2143

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AWARDED A CONTRACT TO PUMPTech INC FOR THE PURCHASE AND INSTALLATION OF WATER PUMP MOTORS.**

**WHEREAS**, the City Council approved Resolution 1986 accepting an Energy Efficiency Community Block Grant and Custom Grant from Puget Sound Energy to fund a significant portion of the Variable Frequency Drive Retrofit Project; and

**WHEREAS**, the City requested quotes from the MRSC Small Works Roster; and

**WHEREAS**, PumpTech Inc provided the only responsible quote;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached contract with PumpTech Inc in the amount of \$124,912.41, which includes tax.

**BE IT FURTHER RESOLVED** that the City of Bonney Lake Council does hereby authorize a 10% Construction Contingency (\$12,491.24) amount based on the contract quote amount.

**PASSED** and adopted by the City Council this 9<sup>th</sup> day of August, 2011.

---

Neil Johnson , Mayor

ATTEST:

---

Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

---

James Dionne, City Attorney



SERVING THE PACIFIC NORTHWEST  
PUMP SALES & SERVICE

**City of Bonney Lake  
VFD Installation – Motor Replacement Project**

**Bid Date: August 2<sup>nd</sup>, 2011  
12:00 PM**

**PumpTech Proposal # 93344**

*Municipal*

**PumpTech Inc.**

12020 SE 32nd St, Suite 2  
Bellevue, WA 98005  
Ph: 425-644-8501  
Fax: 425-562-9213  
pumptech@pumptechnw.com

*Industrial*

**PumpTech Inc.**

209 So Hamilton Road  
Moses Lake, WA 98837  
Ph: 509-766-6330  
Fax: 509-766-6331  
pumptech@gcpower.net

*Packaged Systems*

**PumpTech Inc.**

2425 SE Ochoco St  
Portland, OR 97222  
Ph: 503-659-6230  
Fax: 503-659-8718  
inquiries@pumptechnw.com

## BIDDER'S CHECKLIST

---

The Bidder's attention is especially called to the following forms, which must be completed in full as required and submitted collectively as the Bid Proposal package:

- ✓ **Contractor Proposal**
- ✓ **Certification of Debarment**
- ✓ **Quote Sheet**
- ✓ **Signed Contract**
- ✓ **References**

The following forms are to be executed and submitted within 10 calendar days after receiving the Notice To Award of the Contract.

**Performance and Guaranty Bond**

**Certificate of Insurance**

**Certificate as to Corporate Principal**

**Certificate as to Corporate Seal**

**Contractor's Declaration of Option for Management of Statutory Retained Percentage.**

**Statement of Intent to Pay Prevailing Wages**

**W-9 Request for Taxpayer's Identification Number & Certification**

**Labor and Materials Bond**



## Sales Quotation

TO:  
 Bill Strand  
 Bonney Lake, City of  
 PO Box 7380  
 Bonney Lake, WA 98391  
 Phone: 253-261-5256  
 Fax: 253-447-4330

Salesperson: Mike Hoskison  
 Lead Time:  
 FOB: FOB ORIGIN - FFA  
 Ship Via: BEST WAY  
 Project Name: Motor Replacment Project

Quote #: 0093344  
 Date: 8/2/2011  
 Expires: 9/14/2011

Item	Price	Qty	Extend
<p>We are pleased to offer the following labor and materials for the installation of new US vertical hollow shaft premium efficiency VFD compatible motors.</p>	0.00		0.00
<p>Victor Falls #1</p> <p>Crane truck and crew mobilize on job, remove existing 125 hp VHS GE motor, remove discharge head, stuffing box and top shaft return to shop. Crane truck and crew mobilize on job. Reinstall customers discharge head with new stuffing box bearing and top shaft. Install new premium efficiency variable torque capable 125 hp US motor. Adjust bowl lateral setting and test run pump. Including the following materials:            * 125HP: CAT# HO125V2SLG/MN BF71            405TP BD = 16.5" BX = 1.5"            * New stuffing box            * New top shaft</p>	18,873.00	1.00	18,873.00
<p>Victor Falls #2</p> <p>Crane truck and crew mobilize on job, remove existing 150 hp VHS GE motor, remove discharge head, stuffing box and top shaft return to shop. Crane truck and crew mobilize on job. Reinstall customers discharge head with new stuffing box bearing and top shaft. Install new premium efficiency variable torque capable 150 hp US motor. Adjust bowl lateral setting and test run pump. Including the following materials:            * 150HP: CAT# HO150V2SLG/MN CF01            H444TP BD = 16.5" BX = 1.6875"            * New stuffing box            * New top shaft</p>	22,887.00	1.00	22,887.00

Continued



## Sales Quotation

TO:  
 Bill Strand  
 Bonney Lake, City of  
 PO Box 7380  
 Bonney Lake, WA 98391  
 Phone: 253-261-5256  
 Fax: 253-447-4330

Salesperson: Mike Hoskison  
 Lead Time:  
 FOB: FOB ORIGIN - FFA  
 Ship Via: BEST WAY  
 Project Name: Motor Replacment Project

Quote #: 0093344  
 Date: 8/2/2011  
 Expires: 9/14/2011

Item		Price	Qty	Extend
Grainger Springs #2	Crane truck and crew mobilize on job, remove existing 150 hp VHS GE motor, remove discharge head, stuffing box and top shaft return to shop. Crane truck and crew mobilize on job. Reinstall customers discharge head with new stuffing box bearing and top shaft. Install new premium efficiency variable torque capable 150 hp US motor. Adjust bowl lateral setting and test run pump. Including the following materials: * 150HP: CAT# HO150V2SLG/MN CF01 H444TP BD = 16.5" BX = 1. 6875" * New stuffing box * New top shaft	22,887.00	1.00	22,887.00
Tacoma Point #4	Crane truck and crew mobilize on job, remove existing 150 hp VHS US motor, remove discharge head, stuffing box and top shaft return to shop. Crane truck and crew mobilize on job. Reinstall customers discharge head with new stuffing box bearing and top shaft. Install new premium efficiency variable torque capable 150 hp US motor. Adjust bowl lateral setting and test run pump. Including the following materials: * 150HP: CAT# HO150V2SLG/MN CF01 H444TP BD = 16.5" BX = 1. 6875" * New stuffing box * New top shaft.	22,887.00	1.00	22,887.00

Continued



PumpTech Inc. Page: 3  
 12020 SE 32ND Street Suite 2  
 Bellevue, WA 98005  
 Phone: 425-644-8501  
 Fax: 425-562-9213  
 mhoskison@pumptechnw.com

## Sales Quotation

TO:  
 Bill Strand  
 Bonney Lake, City of  
 PO Box 7380  
 Bonney Lake, WA 98391  
 Phone: 253-261-5256  
 Fax: 253-447-4330

Salesperson: Mike Hoskison  
 Lead Time:  
 FOB: FOB ORIGIN - FFA  
 Ship Via: BEST WAY  
 Project Name: Motor Replacment Project

Quote #: 0093344  
 Date: 8/2/2011  
 Expires: 9/14/2011

Item		Price	Qty	Extend
Tacoma Point #6	Crane truck and crew mobilize on job, remove existing 200 hp VHS US motor, remove discharge head, stuffing box and top shaft return to shop. Crane truck and crew mobilize on job. Reinstall customers discharge head with new stuffing box bearing and top shaft. Install new premium efficiency variable torque capable 200 hp US motor. Adjust bowl lateral setting and test run pump. Including the following materials: * 200HP: CAT# HO200V2SLH/MN CF05 H445TPA BD = 20" BX = 1.6875" * New stuffing box * New top shaft	26,750.00	1.00	26,750.00
Freight	Full Freight Allowed (motor freight only)	0.00	1.00	0.00
	Clarifications: Customer is responsible for all electrical disconnects and Re-connections at the motor junction boxes.	0.00	1.00	0.00

The above order is subject to Pumptech Inc. standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.  
 By signature below, I accept this offering:

Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_

SubTotal 114,284.00  
 Freight: 0.00  
 Sales Tax: 10,628.41  
 Total: 124,912.41

**PUMPTECH, INC.  
STANDARD TERMS & CONDITIONS**

**SHIPMENT**

Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Quoted shipment time is not guaranteed and is based on information from our suppliers. Any late delivery charges due to shipment beyond the above estimated schedule will not be accepted.

**CONDITIONS OF SALE**

PUMPTECH INC is not bound by the terms and conditions in Purchaser's Purchase Order or in Purchaser's or Owner's Plans & Specifications unless such terms are delivered to PumpTech prior to quotation and referenced in the quotation.

PUMPTECH INC is not responsible for delay, disruption or liquidated damages of any sort, unless Purchaser request and receives a quotation which includes pricing and terms for such damages.

**CREDIT APPROVAL AND PAYMENT TERMS**

Credit approval is required by PUMPTECH INC. prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order.

PUMPTECH, INC.'s payment terms are Net 30 days from invoice date. A finance charge of 1.5% per month will be charged on all past due balances. If PUMPTECH, INC. is forced to turn this over to a collection agency; purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts. Purchaser also agrees to pay attorney fees and court costs in the event of a suit.

**WARRANTY**

The only warranty/guarantee implied or applied to this quotation are those as put forth by the original manufacturer. Products manufactured by PUMPTECH INC. are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of installation provided that the product is properly installed, serviced, and operated under normal conditions.

**TAXES**

The pricing in the quotation does not include any local, state, or federal taxes. If applicable, taxes will be included on the invoice.

With the signature below, purchaser agrees to the above terms and conditions, and authorizes PUMPTECH INC. to proceed with the order.

\_\_\_\_\_  
(Purchaser's signature)

\_\_\_\_\_  
(Printed Name & Title )

\_\_\_\_\_  
(Date)



SERVING THE PACIFIC NORTHWEST  
PUMP SALES & SERVICE

To: City of Bonney Lake

Ref: Request for Quotes – Pump and motor purchase and installation  
Certification Regarding Debarment.

This letter is to certify that PumpTech Inc. presently and has never been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. PumpTech Inc has never been convicted or had a civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiveing stolen property, making false claims, or obstruction of justice.

I certify by my signature below that the above is true and correct.

Date: 8/2/11

Doug W. Davidson  
President  
PumpTech Inc.



*Felicia Soeldner*  
8/2/11

*Municipal*

*Industrial*

*Packaged Systems*

**PumpTech Inc.**

12020 SE 32nd St, Suite 2  
Bellevue, WA 98005  
Ph: 425-644-8501  
Fax: 425-562-9213  
pumptech@pumptechnw.com

WA CONTRACTORS # PUMPTI\*945QG

**PumpTech Inc.**

209 S Hamilton Rd  
Moses Lake, WA 98837  
Ph: 509-766-6330  
Fax: 509-766-6331  
moseslake@pumptechnw.com

[www.pumptechnw.com](http://www.pumptechnw.com)

**PumpTech Inc.**

321 S. Sequoia Parkway  
Canby, OR 97013  
Ph: 503-659-6230  
Fax: 503-659-8718  
inquiries@pumptechnw.com

OR CONTRACTORS # 154998  
Agenda Packet p. 38 of 80

**Contractor Price Quote  
Schedule B**

Bid Item	Approx. Quantity	Description	Unit Price	Total Price
1.	1 LS	Victor Fall Pump # 1 – 125hp Purchase and Installation, \$ <span style="border: 1px solid red; padding: 2px;">Eighteen Thousand, Eight Hundred Seventy Three Dollars</span> (unit price in words)	\$ <span style="border: 1px solid red; padding: 2px;">18,873.00</span>	\$ <span style="border: 1px solid red; padding: 2px;">18,873.00</span>
2.	1 LS	Victor Fall Pump # 2 – 150hp Purchase and Installation, \$ <span style="border: 1px solid red; padding: 2px;">Twenty Two Thousand, Eight Hundred Eighty Seven Dollars</span> (unit price in words)	\$ <span style="border: 1px solid red; padding: 2px;">22,887.00</span>	\$ <span style="border: 1px solid red; padding: 2px;">22,887.00</span>
3.	1 LS	Grainger Springs Pump #2 – 150hp Purchase and Installation, \$ <span style="border: 1px solid red; padding: 2px;">Twenty Two Thousand, Eight Hundred Eighty Seven Dollars</span> (unit price in words)	\$ <span style="border: 1px solid red; padding: 2px;">22,887.00</span>	\$ <span style="border: 1px solid red; padding: 2px;">22,887.00</span>
4.	1 LS	Tacoma Point Pump #4 – 150hp Purchase and Installation, \$ <span style="border: 1px solid red; padding: 2px;">Twenty Two Thousand, Eight Hundred Eighty Seven Dollars</span> (unit price in words)	\$ <span style="border: 1px solid red; padding: 2px;">22,887.00</span>	\$ <span style="border: 1px solid red; padding: 2px;">22,887.00</span>
5.	1 LS	Tacoma Point Pump #6 – 200hp Purchase and Installation, \$ <span style="border: 1px solid red; padding: 2px;">Twenty Six Thousand, Seven Hundred Fifty Dollars</span> (unit price in words)	\$ <span style="border: 1px solid red; padding: 2px;">26,750.00</span>	\$ <span style="border: 1px solid red; padding: 2px;">26,750.00</span>
		<b>Subtotal (Items 1 – 5 ) Schedule B</b>	<span style="border: 1px solid red; padding: 2px;">114,284.00</span>	<span style="border: 1px solid red; padding: 2px;">114,284.00</span>
		<b>Washington State Sales Tax (9.3%)</b>	<span style="border: 1px solid red; padding: 2px;">10,628.41</span>	<span style="border: 1px solid red; padding: 2px;">10,628.41</span>
		<b>Total Construction Cost - Contractor Price Quote</b>	<span style="border: 1px solid red; padding: 2px;">124,912.41</span>	<span style="border: 1px solid red; padding: 2px;">124,912.41</span>

## CITY OF BONNEY LAKE CONTRACTOR AGREEMENT

THIS AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2010 by and between the CITY OF BONNEY LAKE, a Washington municipal corporation, hereinafter referred to as the "CITY" and Pump Tech Inc., hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

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

WHEREAS, sufficient CITY resources are not available to provide such work; and

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

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. **SCOPE OF WORK.** 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 Exhibit A, RFQ & Scope of Work, attached hereto and incorporated herein (the "Project").
2. **TERM.** The Project shall begin no earlier than Refer to Notice to Proceed and shall be completed no later than stated in the Refer to Notice to Proceed, unless sooner terminated according to the provisions herein.
3. **COMPENSATION AND METHOD OF PAYMENT.**
  - 3.1 Payments for work provided hereunder shall be made following the performance of such work, unless otherwise permitted by law and approved in writing by the CITY.
  - 3.2 No payment shall be made for any work rendered by the CONTRACTOR except for work identified and set forth in this Agreement.
  - 3.3 The CITY shall pay the CONTRACTOR for work performed under this Agreement pursuant to accepted quote proposal attached hereto as Exhibit B and by this reference incorporated herein.
  - 3.4 The CONTRACTOR shall submit to the CITY Clerk-Treasurer on forms approved by the Clerk-Treasurer, a voucher or invoice for services rendered during the pay period. The CITY shall initiate authorization for payment after receipt of said approved voucher

or invoice and shall make payment to the CONTRACTOR within approximately thirty (30) days thereafter.

#### **4. REPORTS AND INSPECTIONS.**

- 4.1 The CONTRACTOR at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. All of the reports, information data, and other related materials, prepared or assembled by the CONTRACTOR under this Agreement and any information relating to personal, medical and financial data will be treated as confidential insofar as is allowed by Washington State laws regarding disclosure of public information, Chapter 42.17, R.C.W. Generally, Chapter 42.17, R.C.W. requires disclosure of all but the most personal and sensitive information in CITY hands.
- 4.2 The CONTRACTOR shall at any time during normal business hours and as often as the CITY or State Examiner may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the CONTRACTOR'S activities. The CITY may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the CONTRACTOR'S activities which relate, directly or indirectly, to this Agreement.

#### **5. INDEPENDENT CONTRACTOR RELATIONSHIP.**

- 5.1 The parties intend that an independent CONTRACTOR/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of work and/or services will lie solely with the discretion of the CONTRACTOR. No agent, employee, servant or representative of the CONTRACTOR shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the benefits the CITY provides for its employees. The CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.
- 5.2 In the performance of the work herein contemplated the CONTRACTOR is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

- 6. CONTRACTOR EMPLOYEES/AGENTS.** The CITY may in its sole discretion require the CONTRACTOR to remove an employee(s), agent(s) or servant(s) from employment on

this Project. The CONTRACTOR may however employ that (those) individual(s) on other non-CITY related projects.

## 7. HOLD HARMLESS INDEMNIFICATION.

7.1 The CONTRACTOR shall indemnify and hold the CITY and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the CITY arising out of, in connection with, or incident to the execution of this Agreement and/or the CONTRACTOR'S performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the CITY, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR; and provided further, that nothing herein shall require the CONTRACTOR to hold harmless or defend the CITY, its agents, employees and/or officers from any claims arising from the sole negligence of the CITY, its agents, employees, and/or officers. The CONTRACTOR expressly agrees that the indemnification provided herein constitutes the CONTRACTOR'S waiver of immunity under Title 51 RCW, for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7.2 No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

8. **INSURANCE.** The CONTRACTOR 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 CONTRACTOR, its agents, representatives, employees or subcontractors.

8.1 ***Minimum Scope of Insurance.*** The CONTRACTOR shall obtain insurance of the types described below:

8.1.1 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.

8.1.2 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.

8.1.3 Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

- 8.2. **Minimum Amounts of Insurance.** CONTRACTOR shall maintain the following insurance limits:
- 8.2.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  - 8.2.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
  - 8.2.3 Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- 8.3 **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:
- 8.3.1 The CONTRACTOR'S insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the CONTRACTOR'S insurance and not contribute with it.
  - 8.3.2 The CONTRACTOR'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.
  - 8.3.3 Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
  - 8.3.4 CONTRACTOR shall furnish the City with original certificates and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing the insurance requirements of the CONTRACTOR before commencement of the work.
- 8.4 The CONTRACTOR'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- 8.5 Any payment of deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR.
- 8.6 The CONTRACTOR'S insurance shall be primary insurance as respects the CITY and the CITY shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

**9. TREATMENT OF ASSETS.** Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the CONTRACTOR pursuant to this Agreement.

**10. COMPLIANCE WITH LAWS.**

10.1 The CONTRACTOR, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. An electrical contractor license from State of WA is included in this requirement, as is the possession of a current certificate by all workers.

10.2 The CONTRACTOR specifically agrees to pay any applicable business and occupation (B & O) taxes which may be due on account of this Agreement.

10.3 The CONTRACTOR shall fully satisfy, and shall require any subcontractors to fully satisfy, any obligation to make industrial insurance premium payments related to the Project and required under RCW 51.12.050 and/or RCW 51.12.070. Specified retainage relating to the Project will be withheld until receipt by the City of evidence that CONTRACTOR and all of its subcontractors have fully satisfied any obligation to make industrial insurance premium payments related to the Project and required under RCW 51.12.050 and/or RCW 51.12.070.

**11. NONDISCRIMINATION AND LEGAL COMPLIANCE.**

11.1 The CITY is an equal opportunity employer.

11.2 ***Nondiscrimination in Employment.*** In the performance of this Agreement, the CONTRACTOR 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. CONTRACTOR understands and agrees that if it violates this section, this Agreement may be terminated by the City, and that CONTRACTOR 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.

11.3 ***Nondiscrimination in Services.*** The CONTRACTOR will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

- 11.4 If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The CONTRACTOR shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.
- 11.5 The CONTRACTOR 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 CONTRACTOR shall include a provision substantially the same as this section in any and all contracts with subcontractors performing work required of the CONTRACTOR under this contract. The CONTRACTOR 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 CONTRACTOR failing to comply with any provisions of the Immigration Reform and Control Act of 1986.

## **12. ASSIGNMENT/SUBCONTRACTING.**

- 12.1 The CONTRACTOR shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the CONTRACTOR not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment. If such assignment is made, every subcontract shall bind the subcontractors to follow all applicable terms of this contract.
- 12.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.
- 12.3 Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

- 13. CHANGES.** Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon the CITY unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

The CITY will have the right to make changes to the work provided for hereunder, within its general scope, and the contract time and for contract amount will be equitably adjusted to reflect the change. The CONTRACTOR will promptly commence and continue to perform the work as changed notwithstanding disagreement over the equitable adjustment owing therefore.

#### **14. MAINTENANCE AND INSPECTION OF RECORDS.**

14.1 The CONTRACTOR shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

14.2 The CONTRACTOR shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The CONTRACTOR agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

**15. POLITICAL ACTIVITY PROHIBITED.** None of the funds, materials, property or services provided directly or indirectly under tile Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

**16. PROHIBITED INTEREST.** No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**17. RETAINAGE.** Notwithstanding any other provision of this Agreement, in accordance with Ch. 60.28 RCW, the CITY shall retain from the monies earned by CONTRACTOR hereunder, five percent as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or materialman who shall perform any labor or furnish any supplies related to the Project, and the state with respect to taxes imposed pursuant to Title 82 RCW which may be due from CONTRACTOR. Said retainage shall be reserved in a CITY fund until thirty days following final acceptance of the Project as completed, and shall not be released to CONTRACTOR until the CITY has received certification from the Washington State Department of Revenue that all taxes, increases and penalties due from CONTRACTOR, and all taxes due and to become due with respect to the Project, have been paid in full or are readily collectible without recourse to the state's lien on the retainage, and until the requirements of section 10.3 have been satisfied.

**18. PERFORMANCE BOND.** In accordance with Ch. 39.08 RCW, CONTRACTOR shall furnish to the CITY a bond, with a surety company licensed as a surety in Washington as surety, conditioned that CONTRACTOR shall faithfully perform all provisions of this Agreement and pay all laborers, mechanics, subcontractors and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for carrying out the Project. Said bond shall be in the amount of the total amount of this Agreement.

#### **19. TERMINATION.**

- 19.1 Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by written notice to the CONTRACTOR. In the event of termination for the convenience of the CITY, the CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit a termination claim to the CITY. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner directed by the CITY.
- 19.2 Termination for Cause. If the CONTRACTOR fails to perform in the manner called for in this Agreement, or if the CONTRACTOR fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.
- 20. NOTICE.** Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.
- 21. ATTORNEYS FEES AND COSTS.** If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.
- 22. JURISDICTION AND VENUE.**
- 22.1 This Agreement has been and shall be construed as having been made and delivered with the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.
- 22.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington.
- 23. SEVERABILITY.**
- 23.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

23.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

**24. ENTIRE AGREEMENT.** The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

**SPECIAL RECOVERY ACT  
& ADDITIONAL  
CONTRACTOR AGREEMENT TERMS & CONDITIONS**

Funding for this project has been made in part from the American Recovery and Reinvestment Act (ARRA). As such, certain ARRA rules and requirements apply to the entire project and associated contractor agreement.

**25. PREVAILING WAGES (DAVIS BACON ACT).** All CONTRACTORS and SUBCONTRACTORS performing work on this project shall comply with prevailing wage laws by paying the higher of state or federal prevailing wages as required by Ch. 39.12 RCW, and shall satisfy all other requirements of that chapter, including without limitation requiring that all subcontractors performing work related to the project comply with the requirements of that chapter. All wage rates must be current as of the quote proposal due date noted in Exhibit A, Section 2.4.

25.1 *Contractor Interviews.* To ensure compliance with the Davis Bacon Act (DBA), interviews of the CONTRACTOR must be conducted by the City of Bonney Lake or Dept of Commerce to confirm wages and corresponding work for that type of wage is actually being completed. CONTRACTOR shall allow availability of workers for interviews by the City or Dept of Commerce. The interview template can be found at Exhibit M.

25.2 *Statement of Intent to Pay Prevailing Wages.* The Washington State hourly minimum rate of wage which may be paid to laborers, workers, or mechanics for work related to the Project can be found at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. The associated benefit code key can be found at Exhibit G. The federal rate of wage can be found at <http://www.wdol.gov/dba.aspx#0>

- 25.2.1 The statement of Intent to Pay Prevailing Wages is to be submitted to the City prior to the CONTRACTOR receiving the Notice to Proceed. The Statement of Intent to Pay Prevailing Wages must be approved by the industrial statistician of the Washington State Department of Labor and Industries and comply with the requirements of RCW 39.12.040.
- 25.2.2 The certified payroll (see Exhibit N and O for sample payrolls) for the first week pay period is to be submitted to the City within 14 days after the CONTRACTOR (or subcontractor) begins work.
- 25.2.3 All subsequent certified payrolls must be submitted by the CONTRACTOR to the City within 7 days of the date the CONTRACTOR pays the employees.
- 25.3 ***Affidavit of Wages Paid.*** Prior to release of the sums retained pursuant to section 17 of this Agreement [“Retainage”], CONTRACTOR and each subcontractor shall submit to the City an Affidavit of Wages Paid approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040.
- 25.4 ***Records and Documentation.*** The CONTRACTOR shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the City’s or Washington State Department of Commerce’s review upon request. See also Section 14.
- 25.5 ***Compliance with Anti-Kickback Laws.*** Related federal acts that must be complied with include the Copeland “Anti-kickback” Act which states that “whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under [Sec 874 of Title 18, U.S.C.], or imprisoned not more than five years, or both.
- 25.6 ***Use of Dept of Labor Poster.*** The Dept of Labor Poster, WH-1321, must be posted in a highly visible location on the project site for the duration of the project.
26. **BUY AMERICAN.** None of the funds appropriated or otherwise made available by the Recovery Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. The Buy American provisions apply to all iron, steel, and manufactured goods used for a project funded by Recovery Act appropriations for the construction, alteration, maintenance, or repair of a public building or public work. There is no requirement with regard to the origin of components or subcomponents in manufactured goods, as long as the manufacturing occurs in the United States (2 CFR 176.70).

- 26.1 **Documentation.** CONTRACTOR will be required to provide receipts, evidence, and/or documented certification from the CONTRACTOR, vendor, distributor, supplier, or manufacturer verifying that the product was manufactured domestically.
27. **CERTIFICATION REGARDING DEBARMENT.** The Contract must adhere to the certification regarding debarment requirement as indicated in Exhibit A, Section 5.2.
28. **WORKSOURCE REQUIREMENT.** Unless hiring is directly from a union hall, all job openings created by the CONTRACTOR for this project must be listed with the WorkSource system (an affiliate of the Employment Security Department) before hiring; all hiring decisions also must be reported to WorkSource. In addition, all Subcontractors hired by the CONTRACTOR also must be required to list jobs and report hiring results to WorkSource. Existing CONTRACTOR or Subcontractor employees who are retained using funds from this project also must be reported to WorkSource. Evidence of this reporting will be supplied to the City.
- WorkSource will pre-screen and refer qualified job candidates for the CONTRACTOR'S or Subcontractor's consideration. The CONTRACTOR and Subcontractor also have the discretion to use other, additional recruitment systems and retain the right to make all hiring decisions. To begin the listing and reporting process, contact the Employment Security Department ARRA Business Unit at 877-453-5906 (toll-free), 360-438-4849, or [ARRA@esd.wa.gov](mailto:ARRA@esd.wa.gov).
29. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** The CONTRACTOR shall comply with the ADA.
30. **RECOVERY ACT LOGO.** The City may utilize signage at the project site to indicate to the public that a portion of project costs were funded by the Recovery act and/or Puget Sound Energy.
31. **POSTING OF RIGHTS AND REMEDIES POSTER.** The "Know Your Rights Under the Recovery Act" poster found at Exhibit P must be posted in a highly visible location on the project site for the duration of the project. This poster can be posted alongside the Dept of Labor poster referenced in Section 25.6.
32. **PROVISION OF CONTRACTOR & SUBCONTRACTOR INFORMATION.** CONTRACTOR shall provide a list of subcontractors, if any, to the City throughout the period of performance of the contract and submit CONTRACTOR and subcontractor business name, TIN, UBI number, DUNS # and 9 digit zip code at vendor HQ.
33. **PERMIT REQUIREMENT.** CONTRACTOR must secure an electrical permit from the Washington Dept of Labor and Industries prior to commencing work.

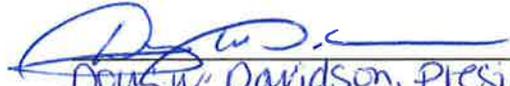
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY OF BONNEY LAKE

CONTRACTOR: Pumpstech, Inc.

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

Date: \_\_\_\_\_  
PO Box 7380  
Bonney Lake, WA 98391

  
\_\_\_\_\_  
Douglas Davidson, President  
UBI Number 600-622-783  
Date: 8/2/2011  
Address: 12020 SE 32nd St #2  
Address: Bellevue, WA 98005

This project is funded in part by funds made available through the American Recovery and Reinvestment Act (ARRA) and by Puget Sound Energy. The ARRA funds were awarded by the U.S. Department of Energy through the Energy Policy Division of the Washington State Department of Commerce.



**Included:**

- Exhibit A - Request for Quotes/Scope of Work
- Exhibit B - Quote Sheet
- Exhibit C - Site Map
- Exhibit D - Site Pictures
- Exhibit E - Check List
- Exhibit G - Statement of Intent to Pay Prevailing Wages
- Exhibit G1 - Prevailing Wages Rates for Pierce County
- Exhibit H - Performance and Guarantee Bond
- Exhibit I - Certificates of Insurance
- Exhibit J - Certificate as to Corporate Principal
- Exhibit K - Certificate as to Corporate Seal
- Exhibit L - Contractor's Declaration of Option for Management of Statutory Retained Percentage.
- Exhibit M - DBA Interview Template
- Exhibit N - Certified Payroll Sample Template 1
- Exhibit O - Certified Payroll Sample Template 2
- Exhibit P - "Know your Rights" Sample Poster
- Exhibit Q - W-9 Request for Taxpayer's Identification Number & Certification
- Exhibit R - Not Used
- Exhibit S - Labor and Materials Bond
- Exhibit T - Warranty and Defect Bond



SERVING THE PACIFIC NORTHWEST  
PUMP SALES & SERVICE

REFERENCE LIST  
PUMPTECH INC.  
2011

Sammamish Plateau Water and Sewer District  
1510 228<sup>th</sup> Ave. SE  
Sammamish, WA 98074  
Contact: John Anderson Phone (425) 392-6256

Lakehaven Utility District  
36123 1<sup>st</sup>. Ave. S.  
Federal Way, WA 98023  
Contact: Stan French Phone (253) 946-5410

Highline Water District  
23828 30<sup>th</sup> Ave  
Kent, WA 98032  
Contact: Mike Becker Phone (206) 824-0375

City of Blaine  
1200 Yew Avenue  
Blaine, WA 98230  
Contact: LeRoy Dougal Phone (360) 815-0494

City of Aberdeen Sewer Department  
1205 West State Street  
Aberdeen, WA 98520  
Contact: Doug Warnken Phone (360) 537-3276

*Municipal*

*Industrial*

*Packaged Systems*

☐ *PumpTech Inc.*  
12020 SE King St. Suite C  
Bellevue, WA 98005  
Ph: 425-644-4501  
Fax: 425-662-9213  
pumptech@pumptechnw.com

☐ *PumpTech Inc.*  
209 E Hamilton Rd  
Moses Lake, WA 98821  
Ph: 509-768-6330  
Fax: 509-768-6331  
pumptech@gcpower.com

☐ *PumpTech Inc.*  
1115 Sequoia Hwy  
Candy, WA 97013  
Ph: 503-659-6231  
Fax: 503-659-6710  
mudries@pumptechnw.com

# PUMPTECH INC.

## REFERENCES & MAJOR PROJECTS

**PROJECT:** *Kersey 3 Pump Station @ Terrace View*  
**NAME OF OWNER:** *City of Auburn, WA*  
**CONTACT PERSON:** *Allen Hunter – Water Operations Mgr. or Cynthia Lamothe, PE*  
**PHONE:** *(253) 876-1998 (Allen Hunter – Office) or  
(253) 931- 3010 (Cynthia Lamothe)*  
**PRIMARY CONTRACTOR:** *(Site Install) Rodarte Construction*  
**CONTRACT AMOUNT:** *\$1.265 Million*  
**APPROX. DATE COMPLETED:** *December 2010*  
**COMMENTS:** *Factory Built CMU Block Pump Station incl. restroom, chlorination room, 3 – 100 HP Vertical Turbine Skid Based Pumping System, Generator room, MCC/Controls*

**PROJECT:** *Scappoose Filter Pump Station*  
**NAME OF OWNER:** *City of Scappoose, OR*  
**CONTACT PERSON:** *Steve Wabschall*  
**PHONE:** *(503) 333-7226*  
**CONTRACT AMOUNT:** *\$163,000.00*  
**APPROX. DATE COMPLETED:** *December 22<sup>nd</sup>, 2010*  
**COMMENTS:** *(2) with future third ABS submersible pumps for untreated effluent. Special 421 fiberglass lift station with control panel.*

**PROJECT:** *GORST Sewerage Pump Stations SB3 & SB4*  
**NAME OF OWNER:** *City of Bremerton, WA*  
**CONTACT PERSON:** *Bill Davis, PE – City of Bremerton Engineering Dept.*  
**PHONE:** *(360) 473- 2312*  
**PRIMARY CONTRACTOR:** *Rognlin's*  
**CONTRACT AMOUNT:** *\$580,000*  
**APPROX. DATE COMPLETED:** *October 2010*  
**COMMENTS:** *Two Factory Built CMU Stations – Control Room & Generator Room per Building*

**PROJECT:** *Knights Bridge Pump Station*  
**NAME OF OWNER:** *City of Canby, OR*  
**CONTACT PERSON:** *Dave Connor*  
**PHONE:** *(503) 266-4021 ext. 248*  
**PRIMARY CONTRACTOR:** *Canby Excavating*  
**CONTRACT AMOUNT:** *\$85,000.00*  
**APPROX. DATE COMPLETED:** *August 1<sup>st</sup>, 2010*  
**COMMENTS:** *(2) Hydromatic submersible pumps for raw sewage in a fiberglass lift station with control panel.*

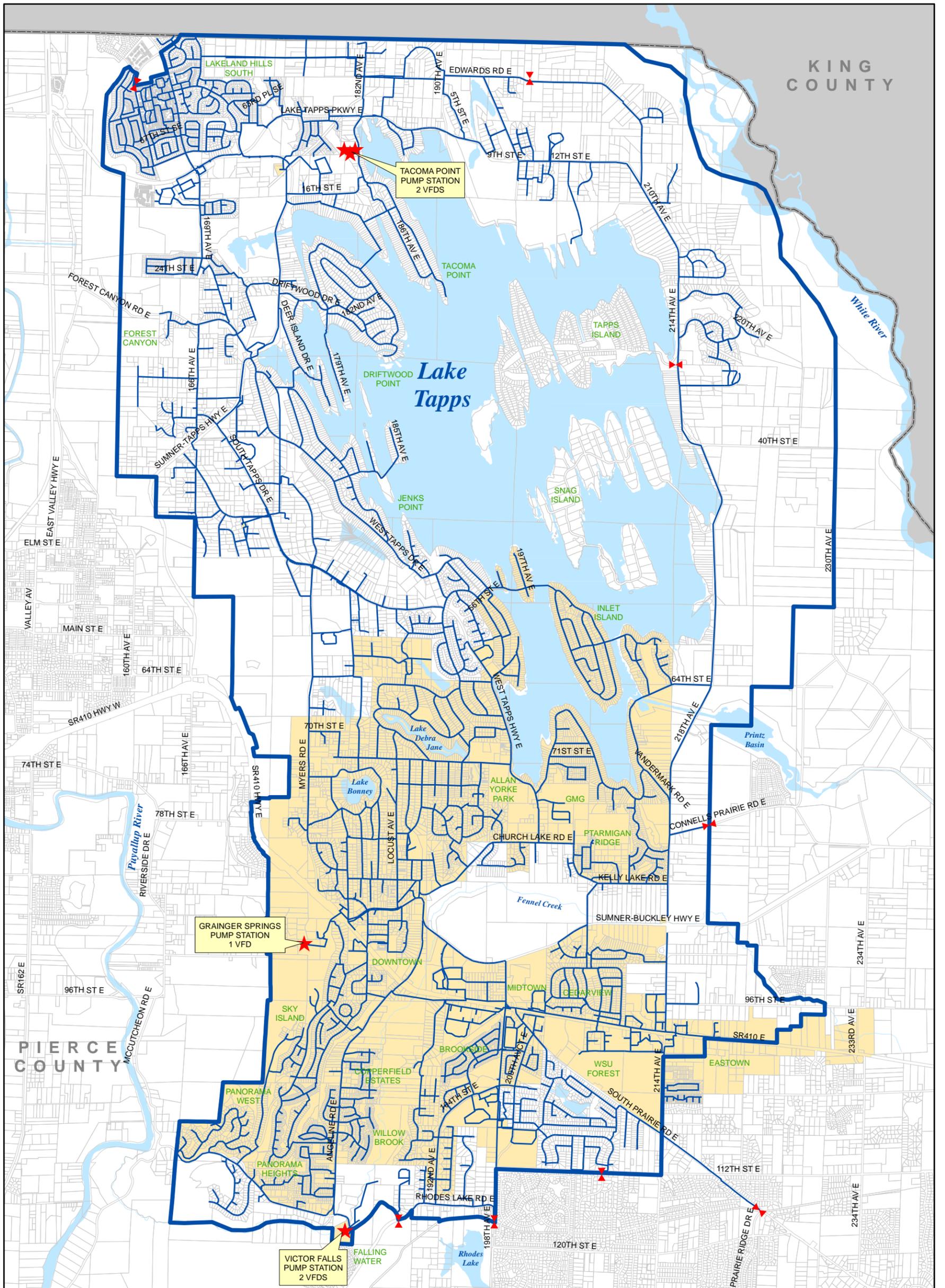
**PROJECT:** *City of Kennewick WWTP upgrades*  
**NAME OF OWNER:** *City of Kennewick*  
**CONTACT PERSON:** *Don Henthorn (WWTP Crewleader)*  
**PHONE:** *509-585-4315*  
**PRIMARY CONTRACTOR:** *Apollo*  
**CONTRACT AMOUNT:** *\$150,000.00*  
**APPROX. DATE COMPLETED:** *2/25/10*  
**COMMENTS:** *Cornell RAS & WAS pump*

**PROJECT:** *City of Pasco WTP*  
**NAME OF OWNER:** *City of Pasco*  
**CONTACT PERSON:** *Reuel Klempel*  
**PHONE:** *509-544-3083*  
**PRIMARY CONTRACTOR:** *Apollo*  
**CONTRACT AMOUNT:** *\$200,000.00*  
**APPROX. DATE COMPLETED:** *4/26/10*  
**COMMENTS:** *National Vertical Turbine pumps and Peerless Split Case pumps*

**PROJECT:** *Main Water Supply Pumps*  
**NAME OF OWNER:** *Suquamish Clear Water Casino*  
**CONTACT PERSON:** *Mark Crowell*  
**PHONE:** *360-598-8755*  
**PRIMARY CONTRACTOR:** *PumpTech*  
**CONTRACT AMOUNT:** *\$154,748*  
**APPROX. DATE COMPLETED:** *8-31-2009*  
**COMMENTS:** *PumpTech designed and built the entire (3) pump skid*

**PROJECT:** *EMAL*  
**NAME OF OWNER:** *Chemical Skids*  
**CONTACT PERSON:** *Emirates Aluminum Company Ltd PJSC*  
**PHONE:** *Yousuf Bastaki Project Director*  
**CONTRACT AMOUNT:** *971-2-562-0666*  
**APPROX. DATE COMPLETED:** *\$293K*  
**COMMENTS:** *6-2009*  
*4 skid packages*

**PROJECT:** *Spiritwood Chemical Skids*  
**NAME OF OWNER:** *Great River Energy*  
**CONTACT PERSON:** *Lyndon Anderson*  
**PHONE:** *701-391-0759*  
**PRIMARY CONTRACTOR:** *Fine Line*  
**CONTRACT AMOUNT:** *\$261K*  
**APPROX. DATE COMPLETED:** *6-2009*  
**COMMENTS:** *33 Chemical Skid packages*



**Legend**

- ★ Water Sources
- ▲ Interties
- Water Main Lines
- ▭ Water Service Area
- ▭ Pierce County Boundary
- ▭ Tax Parcels
- ▭ City Limits

# Variable Frequency Drive (VFD) Installation Project Site Map



March 21, 2011

*This Page Intentionally Left Blank*

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

<b>Department/Staff Contact:</b> Community Development / John P. Vodopich, AICP	<b>Meeting/Workshop Date:</b> 9 August 2011	<b>Agenda Bill Number:</b> AB11-95
<b>Agenda Item Type:</b> Ordinance	<b>Ordinance/Resolution Number:</b> D11-95	<b>Councilmember Sponsor:</b> Executive Department

**Agenda Subject:** Allowing temporary signage to be placed in a public right-of-way during a roadway construction project.

**Full Title/Motion:** An Ordinance Of The City Of Bonney Lake, Pierce County, Washington, Amending Chapter 15.28 BLMC.

**Administrative Recommendation:** Approve

**Background Summary:** This Ordinance would allow a sign to be placed in or extending over a public right-of-way if the sign is temporary in nature and necessitated by a current roadway construction project.

**Attachments:** Ordinance No. D11-95

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

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

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

<b>APPROVALS</b>		
<b>Director:</b> <i>John P. Vodopich, AICP</i>	<b>Mayor:</b> <i>August 2, 2011</i>	<b>Date Reviewed by City Attorney:</b> August 2, 2011 (if applicable):

**ORDINANCE NO. D11-95**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
BONNEY LAKE, PIERCE COUNTY, WASHINGTON,  
AMENDING CHAPTER 15.28 OF THE BONNEY LAKE  
MUNICIPAL CODE.**

WHEREAS, the City of Bonney Lake wishes to preserve the aesthetic nature of its community; and

WHEREAS, the City wishes to prevent distraction of motorists and preserve the safety of its residents and those using the City's streets, roads, and highways; and

WHEREAS, the City wishes to allow temporary signage related to temporary construction projects.

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

**Section 1.** BLMC 15.28.070 is hereby amended to read as follows:

**15.28.070 Signs prohibited.**

The following types of signs are prohibited in all districts:

- A. Abandoned signs;
- B. Banners, pennants, festoons, searchlights (except as allowed in BLMC 15.28.090);
- C. Signs imitating or resembling official traffic or government signs or signals;
- D. Signs attached to trees, utility poles, public benches, light standards, or placed on any public property or in any public right-of-way except as allowed in subsection F of this section;
- E. Signs placed on vehicles or trailers which are parked or located for the primary purpose of displaying said sign (this does not apply to allowed portable signs or to signs or lettering on buses, taxis, or vehicles operating during the normal course of business);
- F. Signs, other than political and government signs, which are placed in or extend over a public right-of-way except as otherwise allowed in this chapter or as approved by the director(s), provided that the director(s) may approve a sign placed in or extending over a public right-of-way if the sign is temporary in nature and necessitated by a current roadway construction project;
- G. All portable and semi-portable readerboard signs;

H. All off-premises signs except as otherwise allowed in this chapter;

I. Any sign which constitutes a traffic hazard or detriment to traffic safety by reason of its size, location, movement, coloring, or method of illumination, or by obstructing the vision of drivers, or detracting from the visibility of any official traffic control device by diverting or tending to divert the attention of drivers of moving vehicles from traffic movement on streets, roads, intersections, or access facilities. No sign shall be erected so that it obstructs the vision of pedestrians by glare or method of illumination or constitutes a hazard to traffic. No sign may use words, phrases, symbols or characters in such a manner as to interfere with, mislead, or confuse traffic;

J. Signs which are structurally, materially or electrically defective, or which do not structurally or materially conform to the requirements of the city's adopted International Building Code, or which endanger the public; and

K. Interactive signs, other than those used for public safety as determined by the director.

**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 9<sup>th</sup> day of August, 2011.

---

Neil Johnson, Mayor

ATTEST:

---

Harwood T. Edvalson, CMC, City Clerk

APPROVED AS TO FORM:

---

James J. Dionne, City Attorney

Passed:  
Valid:  
Published:  
Effective date:

*This Page Intentionally Left Blank*